



AGENDA
ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
March 6, 2018 at 6:00 PM
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding

1. **CALL TO ORDER:**

2. **RESOLUTIONS:**

a. **R2018-017:** A resolution to honor the Anderson County Library for its recent recognition as the best library in the State of South Carolina. All council

b. **R2018-018:** A resolution to proclaim Friday, March 16, 2018 as Bassmaster Day in Anderson County, South Carolina. Mr. Ray Graham (allotted 5 minutes)

3. **ADJOURNMENT:**

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
March 6, 2018 at 6:30 PM

1. **CALL TO ORDER:**

2. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Mr. Ken Waters

3. **MOMENT OF SILENCE FOR REVEREND DR. BILLY GRAHAM:**

4. **APPROVAL OF MINUTES:** February 20, 2018

5. **CITIZENS COMMENTS:** Agenda Matters

6. **DISCUSSION CONCERNING THE ANDERSON COUNTY FIRE PROTECTION COMMISSION**

Ms. Gracie Floyd (allotted 25 minutes)

7. **ORDINANCE- THIRD READING:** none

a. **2018-002:** a Supplemental ordinance to amend to Ordinance 2017-016, the operating and capital budget of Anderson County for the fiscal year beginning July1, 2017, and ending June 30, 2018. **PUBLIC HEARING NO TIME LIMITS**

Ms. Rita Davis (allotted 5 minutes)

b. **2018-003:** an ordinance authorizing a Fee-in-Lieu-of-Tax Arrangement on behalf of Opperman Webbing, Inc. (THE "COMPANY") Pursuant To a Fee-In-Lieu-Of-Tax Agreement between Anderson County, South Carolina (THE "COUNTY") and the company; authorizing a 5-year extension of the investment period for all investments over the statutory minimum investment; authorizing the execution and delivery of an Infrastructure Financing Agreement (IFA), granting certain infrastructure credits to the company. **PUBLIC HEARING NO TIME LIMITS**

Mr. Burriss Nelson (allotted 10 minutes)

8. **ORDINANCE- SECOND READING:** none

9. **ORDINANCE- FIRST READING:** none

Tommy Dunn
Chairman
Council District 5

Ray Graham
Vice Chairman
Council District 3

Craig Wooten
Council District 1

Gracie S. Floyd
Council District 2

Thomas F. Allen
Council District 4

Ken Waters
Council District 6

M. Cindy Wilson
Council District 7

Lacey A. Croegaert
Clerk to Council

Rusty Burns
County Administrator

10. **RESOLUTIONS:** none

11. **REPORT FROM CHEDDAR MEETING HELD FEBRUARY 27, 2018:**

Chairman M. Cindy Wilson (allotted 15 minutes)

12. **REPORT FROM PLANNING AND PUBLIC WORKS COMMITTEE MEETING HELD FEBRUARY 27, 2018:**

Chairman M. Cindy Wilson (allotted 15 minutes)

- a. Storm water /Building Codes issues, concerns, possible solutions with discussion of proposed ordinance revision including enforcement measures

13. **REPORT FROM FINANCE COMMITTEE MEETING HELD MARCH 5, 2018:**

Chairman Ken Waters (allotted 15 minutes)

- 3. Grant Community Development Block Grant- Sandy Springs
- 4. Capital
 - a. Bid # 18-043 (2) Agricultural Cab 2WD Type Tractor with Tiger Side Mower Attachment
 - b. Mower-Building & Grounds
- 5. MOA between SC DHEC & AC Environment Enforcement
- 6. Amendment to Supplemental Budget Ordinance
- 7. Executive Session- Potential Land Contract

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

Mr. Rusty Burns (allotted 5 minutes)

Avendell Drive

15. **APPOINTMENTS:**

Citizens Advisory Board- District Five

16. **REQUESTS BY COUNCIL:**

All Districts (allotted 14 minutes)

Foothills Alliance – ALL
Riverside Middle and Pendleton High School Archery Teams –D4
New Holly Light Community Center – D4

17. **ADMINISTRATOR'S REPORT:**

(allotted 2 minutes)

Letter of Appreciation: To: Rusty From: Steve Hartsell

18. **EXECUTIVE SESSION:** Discussion of Opioid Litigation Matter

19. **CITIZENS COMMENTS:**

20. **REMARKS FROM COUNCIL:**

21. **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

RESOLUTION #R2018-017

A RESOLUTION TO HONOR THE ANDERSON COUNTY LIBRARY FOR ITS RECENT RECOGNITION AS THE BEST LIBRARY IN THE STATE OF SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Library, as we know it today, began when the Anderson Library Association formed in 1900 with Ms. Margaret Evans serving as its first librarian and its opening hours on Monday and Wednesday afternoons and on Saturdays in a room of City Hall until the generosity of philanthropist Andrew Carnegie and Col. Joseph N. Brown made possible the opening in 1908 of a stand-alone library on North Main Street in Anderson; and

WHEREAS, the Anderson County Library has expanded over the past century to serve communities throughout the County with branch libraries in Honea Path (1958), Iva (1958), Belton (1959), Williamston-Pelzer-West Pelzer (1960), Pendleton (1961), Piedmont (1970s), Powdersville (1980s), and at Anderson's Westside Community Center (1998); and

WHEREAS, AmericanTowns Media recently designated the Anderson County Library as #1 on its list "The 10 Best Libraries in South Carolina," stating, "[The Anderson County Library] is everything a county library should be: a resource center for the community. Aside from a huge selection of books...the library also offers...tax prep assistance, book clubs, a LEGO club, story time for kids, computer classes, how-to fairs, activities for teens, and so much more. This place will redefine everything you thought you knew about libraries"; and

WHEREAS, the Anderson County Library—as a community hub for lifelong learning and improvement where residents, starting at birth, move from infant story times to afterschool activities to job training and advancement—carries on proudly the legacy of Benjamin Franklin and his vision of lifelong learning for all when he founded the first public library in 1731; and

WHEREAS, the Anderson County Council, in recognition of the central role the Anderson County Library plays in the lives of the citizens we represent and in the success of Anderson County as a whole, do hereby congratulate the Anderson County Library for its selection as the best library in the State of South Carolina.

RESOLVED in a meeting duly assembled this 6th day of **March**, 2018.

Tommy Dunn, Chairman
District Five

Ray Graham, Vice-Chairman
District Three

Craig Wooten
District One

Gracie S. Floyd
District Two

Tom Allen
District Four

Ken Waters
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Lacey A. Croegaert
Clerk to Council

RESOLUTION #R2018-018

A RESOLUTION TO PROCLAIM FRIDAY, MARCH 16, 2018 AS “BASSMASTER DAY” IN ANDERSON COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, B.A.S.S. (Bass Angler Sportsman Society) is committed to enhancing the sport of bass fishing through advocacy for access, conservation, and youth fishing and is considered the worldwide authority on bass fishing and keeper of the culture of the sport; and

WHEREAS, B.A.S.S. has been a leader since 1968 in tournament fishing, community partnerships, conservation efforts, and economic impact for fishing communities and is celebrating 50 years as an organization this year; and

WHEREAS, B.A.S.S. will host the 2018 Geico Bassmaster Classic presented by Dick’s Sporting Goods, the 48th annual world championship of professional bass fishing, March 16-18, 2018 on Lake Hartwell with takeoffs from Green Pond Landing and Event Center, a modern, \$3.1 million launch facility; and

WHEREAS, the 2018 Bassmaster Classic will mark the third time since 2008 the “Super Bowl of Bass Fishing” has been held on Lake Hartwell in Anderson County, South Carolina; and

WHEREAS, the members of the Anderson County Council, with gratitude for the enduring partnership between the County and B.A.S.S. and its continued positive impact on the quality of life of our citizens and the economic health of our region, do hereby proclaim Friday, March 16, 2018 as “Bassmaster Day” in Anderson County, South Carolina.

RESOLVED in a meeting duly assembled this 6th day of **March** 2018.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

Ray Graham, Vice-Chairman
District Three

ATTEST:

Rusty Burns
County Administrator

Lacey A. Croegaert
Clerk to Council

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
FEBRUARY 20, 2018

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
RAY GRAHAM
KEN WATERS
TOM ALLEN
CRAIG WOOTEN
M. CINDY WILSON

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT

1 TOMMY DUNN: At this time I'd like to call
2 the Anderson County February 20th, 2018 Regular Council
3 meeting -- or not I'm sorry, Special Presentation part
4 of our Council meeting to order. Like to welcome each
5 and every one of you here. Glad you all made it to
6 come out. At this time we're going to go to 2(a)
7 Resolution 2018-003. Ms. Cindy Wilson. Ms. Wilson.

8 CINDY WILSON: Thank you, Mr. Chairman.
9 This is the second year in the row that we've had the
10 honor of recognizing these awesome young people. This
11 is a Resolution to Recognize and Honor the Palmetto
12 Mustang Varsity Cheerleaders for their Selection as the
13 2017 South Carolina State 3A Competitive Cheer
14 Champions; and other Matters Related Thereto.

15 **Whereas**, the Palmetto Varsity Competitive
16 Cheerleading Team competed November 13, 2017 at
17 Colonial Life Arena in Columbia, South Carolina and
18 earned the recognition of South Carolina State 3A
19 Competitive Cheerleading Champions; and

20 **Whereas**, under the leadership of Head Coach Carol
21 Brooks and coaches Susan McAbee and Spenser Davis, the
22 team demonstrated drill team precision, methodical and
23 detailed routines that displayed the team's
24 cohesiveness, thus outperforming their competition; and

25 **Whereas**, the Palmetto Varsity Competitive
26 Cheerleaders beat their biggest revival Brookland-Cayce
27 by 46 points. Through hard work, dedication, teamwork
28 and precise attention to detail the ladies of the team
29 finished the competition with a winning score, a total
30 of 304 points; and

31 THEREFORE, Anderson County Council commends the
32 Palmetto Varsity Competitive Cheerleaders for being
33 outstanding ambassadors, reflecting true pride to their
34 community and setting an example for their peers to
35 emulate. We are extremely proud of the team winning
36 the 2017 South Carolina Varsity Competitive
37 Cheerleading Championship.

38 Resolved in meeting duly assembled this 20th day of
39 February, 2018.

40 And may I put that in the form of a motion?

41 TOMMY DUNN: Yes, you may. We have a
42 motion from Ms. Wilson, we have a second? Second Mr.
43 Allen. Any discussion? All in favor of the motion
44 show of hands. All opposed like sign. Show the motion
45 carries unanimously. Ms. Wilson.

46 CINDY WILSON: And I believe we'll get a
47 quick sample of how these young ladies won this
48 championship.

49 **(PRESENTATION OF RESOLUTION WITH VIDEO)**

50 TOMMY DUNN: Thank y'all. Appreciate it.

1 We'll be moving on now to item number 2(b) 2018-014.

2 This will be Councilman Waters. Mr. Waters.

3 KEN WATERS: Yes, sir. I'd like to bring
4 this before Council in the form of a motion.
5 Resolution R2018-014

6 A Resolution to Honor Ms. Donna Roper for her decades
7 of Service to the Anderson County Museum, the Pendleton
8 District Commission, and Anderson County as a Whole;
9 and Other Matters Related Thereto.

10 **Whereas**, Ms. Donna Roper, an Anderson County
11 native, graduated from the University of South Carolina
12 with a Bachelor of Arts degree in History in 1976 and a
13 Master of Arts in Applied History (a field now known as
14 Public History) in 1989; and

15 **Whereas**, Ms. Roper began working with the Pendleton
16 District Commission two years following her graduation
17 from college, first as an intern and then as an
18 official employee from 1979 to 2005, a position that
19 called for her to care for the archival collections at
20 Hunter's Store, among many other duties, and led to her
21 pivotal role in founding the Anderson County Museum,
22 which began in 1983 as a cooperative effort of Anderson
23 County, the Anderson County Historical Society,
24 Anderson Heritage and the Pendleton District
25 Commission; and

26 **Whereas**, Ms. Roper, in her position at the
27 Pendleton District Commission, served as curator of the
28 Anderson County Museum during the foundational years
29 between 1983 and 1998 an enormous task that required
30 devotion in coordination of volunteers, depth of
31 knowledge in installation of exhibits, meticulousness
32 in record-keeping of artifact donations as the
33 collection grew, and organization in work with the
34 Museum Advisory Committee after its creation by
35 Anderson County Council in 1984; and

36 **Whereas**, Ms. Roper graciously stepped forward when
37 Anderson County took over full responsibility for the
38 Museum to help its first hired director ensure a smooth
39 transition, remained a resource for and a friend to the
40 Museum throughout her career, and in 2006 having
41 retired from the Pendleton District Commission, was
42 appointed to the Anderson County Museum Advisory
43 Committee to represent District Six, faithfully
44 serving--as Chairman in 2013 and several terms as
45 Secretary--until her resignation in January of 2018;
46 and

47 **Whereas**, Ms. Roper--who volunteers monthly in the
48 Museum's Roper Research Room that has born her name
49 since its dedication in 2014 and continues to be an
50 invaluable resource of knowledge of the early days of

1 the Museum and of Anderson County to every Museum
2 employee, volunteer and visitor--remains dedicated to
3 preserving our shared past and ensuring a successful
4 future for the Anderson County Museum; and

5 **Whereas**, on behalf of the citizens of Anderson
6 County, the Anderson County Council, with gratitude for
7 her many years of committed service to the Pendleton
8 District Commission, to the Anderson County Museum, and
9 to Anderson County as a whole, do hereby honor Ms.
10 Roper for her distinguished contributions and express
11 our best wishes to her for continued success and
12 happiness in the years to come.

13 Resolved in a meeting duly assembled this 20th day of
14 February 2018.

15 And I bring that in the form of a motion.

16 TOMMY DUNN: Have a motion from Mr.
17 Waters. Second, I think the entire Council. Any
18 discussion? I'd just like to echo Mr. Waters just said
19 and that plaque appreciate the service and what all you
20 done for Anderson County. I was really grateful and
21 its citizens. If we can ever be of service to y'all,
22 let us know. Thank you very much. Anyone else? All
23 in favor of the motion show of hands. All opposed like
24 sign. Show the motion carries unanimously. Mr.
25 Waters.

26 KEN WATERS: Yes, I'd like for all of us
27 to step down and we'll present the plaque to Ms. Roper.

28 **(PRESENTATION OF RESOLUTION)**

29 KEN WATERS: Ms. Roper, we'd like to
30 present this plaque to you. And we appreciate all your
31 service. You've been a good citizen and I really
32 appreciate you representing District 6. You have done
33 a job well done. And it's been great having you
34 represent District 6 on that Museum Committee.

35 **(APPLAUSE)**

36 KEN WATERS: And we'd also like to
37 present you with a challenge coin. We had these made a
38 couple of years ago and has each one of the cities and
39 municipalities and also Piedmont and Powdersville on
40 that. That is given to people when they do an
41 excellent job like you have. We also have some gifts
42 for you. And appreciate that. We appreciate you very
43 much. If there's any time you want to come around, you
44 feel free to do that. You like to say anything?

45 MS. ROPER: Yes, I would. I would
46 like to say how extremely proud I am of our wonderful
47 museum, and Beverly and her wonderful staff. And my
48 colleagues on the Advisory Committee and thank you for
49 recognizing my work and I will still be supporting the
50 museum any way I can. Thank you.

1 TOMMY DUNN: That's going to end this
2 portion of our Council meeting. We'll reconvene at
3 6:30 for the start of our Regular Council meeting.
4

(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:21 P.M.)

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
FEBRUARY 20, 2018

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
RAY GRAHAM
GRACIE FLOYD
TOM ALLEN
CRAIG WOOTEN
KEN WATERS
M. CINDY WILSON

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT

1 TOMMY DUNN: At this time I'd like to call
2 the Regular meeting of the Anderson County Council of
3 February the 20th, 2018 to order. At this time I'd
4 like to ask us all to rise for Invocation and Pledge of
5 Allegiance by Council member Ms. Cindy Wilson.

6 **(INVOCATION AND PLEDGE OF ALLEGIANCE BY CINDY WILSON)**

7 TOMMY DUNN: We'll be starting in just a
8 second. Excuse me. Okay. We'll be moving on now to
9 Item number 3, Approval of the Minutes of February the
10 6th. Are there any changes or corrections to be made
11 to those minutes? Anyone have any? Hearing or seeing
12 none, we have a motion to move forward with these
13 minutes?

14 CINDY WILSON: So moved.

15 TOMMY DUNN: Motion by Mr. Graham and
16 second by Ms. Wilson. All in favor of the motion show
17 of hands. All opposed like sign. Show the motion
18 carries unanimously.

19 Moving on to Item number 4, Citizens Comments.

20 LEON HARMON: Mr. Chairman, no one has
21 signed up for this portion of the meeting.

22 TOMMY DUNN: Thank you, Mr. Harmon.

23 Moving on to item number 5, Report from the Finance
24 Department on mid-fiscal year 2017-2018 Report for
25 Budget Actual Expenses versus Actual Revenues. Ms.
26 Davis.

27 RITA DAVIS: Thank you, Mr. Chairman.
28 Just want to take this opportunity to give you a brief
29 update on what's -- where fiscal year '18 is tracking.
30 I'm happy to report that it appears that the net income
31 before the supplemental budget appropriation is about a
32 half a million dollars to the good. Now, keep in mind,
33 you know, we budgeted about five point four million.
34 So it is tracking very well. And if you do the two
35 point seven in the supplemental budget, your total
36 general fund balance is going to be over twenty-four
37 million. I'm projecting it at six thirty eighteen. So
38 there was just some concern about passing the
39 supplemental budget before we do that, let's address
40 where we are this year. And I'm happy to report that
41 it seems to be tracking a lot better than expected. A
42 lot of that is due to vacancies, revenues coming in
43 better than was expected. Your register of deeds
44 office, the revenue is far exceeding what we thought.
45 And so property taxes are tracking very favorably as
46 well. Right on track. So I'm happy to report that.

47 TOMMY DUNN: Thank you, Ms. Davis.

48 RITA DAVIS: Yes, sir.

49 TOMMY DUNN: Appreciate it.

50 Moving to Item number 6, Third Reading, there are

1 none.

2 We'll be moving on to Item number 7, Second
3 Reading. 7(a) 2018-002, a Supplemental ordinance to
4 amend to Ordinance 2017-016 the operating and capital
5 budget of Anderson County for the fiscal year beginning
6 July 1, 2017 and ending June 30, 2018. We have a
7 motion? This is second reading. We have a motion to
8 move this forward?

9 KEN WATERS: So moved.

10 TOM ALLEN: Second.

11 TOMMY DUNN: Motion Mr. Waters, second
12 Mr. Allen. Any discussion? Hearing none, all in favor
13 of the motion show of hands. All opposed like sign.
14 Show the motion carries unanimously.

15 Moving on to Item number 20 -- I'm sorry -- 7(b)
16 2018-003 an ordinance authorizing a fee-in-lieu-of-tax
17 arrangement on behalf of Project Spindle, (The
18 "Company") Pursuant to a fee-in-lieu-of-tax agreement
19 between Anderson County, South Carolina (the "County")
20 and the company; authorizing a 5 year extension of the
21 investment period for all investments over the
22 statutory minimum investment; authorizing the execution
23 and delivery of an Infrastructure Financing Agreement
24 (IFA) granting certain infrastructure credits to the
25 company. Mr. Burris Nelson, you have anything you want
26 to add to this or anything you want to say?

27 BURRISS NELSON: Thank you, Mr. Chairman.
28 Appreciate the opportunity to speak to Council. This
29 project, Project Spindle, is creating seventy-one new
30 jobs, bringing a little more than ten million in total
31 capital investment. New payroll to the county will be
32 two point two million a year. And the total community
33 impact first year a little over five million and over a
34 twenty year period a total of sixty-seven million.
35 And, of course, this comes to Council as a
36 recommendation from staff and the Economic Development
37 Advisory Board and we respectfully request that you
38 give favorable consideration to this project.

39 TOMMY DUNN: We have a motion to move
40 this forward?

41 KEN WATERS: So moved.

42 TOMMY DUNN: Mr. Waters makes the motion,
43 Mr. Graham seconds. Any discussion? Questions,
44 comments for Mr. Nelson? All in favor of the motion
45 show of hands. All opposed like sign. Show the motion
46 carries unanimously.

47 BURRISS NELSON: Thank you.

48 TOMMY DUNN: Appreciate y'all. You and
49 your staff.

50 Moving on to Item number 8, Ordinance first

1 reading. There are none.

2 Item number 9(a) we'll be taking up in the Finance
3 Committee report.

4 And so we'll go to Item number 9(b) R2018-016, a
5 resolution approving the Anderson County and Oconee
6 County Hazard Mitigation Plan developed to assist
7 counties in the Upstate in reducing the human and
8 economic costs of natural disaster and serves Anderson
9 and Oconee Counties has been updated. I put that in
10 the form of a motion.

11 KEN WATERS: So moved.

12 TOMMY DUNN: Second by Mr. Waters. Any
13 discussion? No discussion? All in favor of the motion
14 show of hands. All opposed like sign. Show the motion
15 carries unanimously.

16 If y'all will -- if there's no objections, I need
17 to take about a five minute break. Got to get some
18 paperwork. Anybody got any objections to that before
19 we move on to finance report. Thank y'all.

20 **(RECESS 6:39 P.M. TO 6:42 P.M.)**

21 TOMMY DUNN: Sorry about that. I think
22 our mikes are fixed. They told me not to touch it.
23 Everybody awake now?

24 Okay. We're going to be moving on now to Item
25 number 10, Report from the Finance Committee held on
26 February 16th, 2018. I filled in for the Honorable Mr.
27 Chairman, Mr. Ken Waters was out of town. He asked me
28 to fill in for him, so I did. So we'll be going down.

29 Item number 3(a) Airport Aircraft Rescue and Fire
30 Fighting truck. Request permission to purchase a
31 airport aircraft rescue and fire training truck. This
32 is due to the fact that out of the last four
33 inspections by the FAA we were in jeopardy of not
34 passing three of those. Approximate cost is three
35 hundred and fifty thousand dollars. FFA will cover
36 approximately ninety percent of this cost at a total of
37 three hundred and fifteen thousand dollars. The state
38 will reimburse five percent, which is seventeen five.
39 County's match will be five percent which will be
40 seventeen five. Previously the FAA would not cover the
41 vehicles. However, the Anderson County Airport
42 manager, Justin Julian, kept discussing this with them
43 and finally got permission for it to be covered.
44 General fund will need to loan the airport the funds
45 until the summer of 2019. We'll be reimbursed by FFA
46 and state Aeronautics Commission. Vehicle previously
47 purchased for this would go to the Building and Ground
48 who have a need for it. If we don't purchase this
49 vehicle we would have to buy a new skid truck to go in
50 the back and would cost us thirty-five thousand dollars

1 and no reimbursement. We can get a whole new truck as
2 designed for fire fighting aircraft. It would put out
3 anything around the airport for seventeen five out of
4 our thing. This come from the Finance Committee and
5 doesn't need a second. Open the floor up for
6 discussion. Any discussion?

7 TOM ALLEN: Mr. Chair?
8 TOMMY DUNN: Mr. Allen?
9 TOM ALLEN: My microphone work? Yeah.

10 Yeah, I think is really a critical element and
11 something that we need. We can get a three hundred and
12 fifty thousand dollar truck for seventeen thousand five
13 hundred; you can't beat the deal. And the last time we
14 had the inspection out there, the skid ARFF that we
15 have didn't work. And that's really embarrassing when
16 you go up and -- if you ever have a crash out there at
17 the airport and you pull our little contraption out
18 there and it doesn't work, it's going to look really
19 bad. And especially with air shows coming up. Right
20 now we're having local fire departments come in and
21 back us up for the air show. But we definitely need
22 this. And at a price like that, can't beat it. Thank
23 you.

24 GRACIE FLOYD: I had a question, Mr.
25 Chairman.

26 TOMMY DUNN: Yes, ma'am. Ms. Floyd.
27 GRACIE FLOYD: You said something I didn't
28 understand because you ended it with out of our thing,
29 we can get -- you said that we can get some money out
30 of our thing.

31 TOMMY DUNN: We'll be getting seventy-
32 five -- seventeen thousand five hundred dollars will be
33 our part of the matching thing will have to be coming
34 out of General Fund.

35 GRACIE FLOYD: General fund?
36 TOMMY DUNN: Yes, ma'am.
37 GRACIE FLOYD: All right.
38 TOMMY DUNN: And that will be loaned to
39 the airport who will be paying us back in 2019. And
40 along the lines of what Mr. Allen said, bottom line is
41 if we don't have a fire truck or piece of fire
42 apparatus to pass and meet the requirements at the
43 airport, they will shut our airport down as we know it.
44 And we don't want that to happen. We're on the verge
45 for that to happen. Airport's on the verge of taking
46 off and much better than a lot of business and we want
47 to keep it up on that right there. If nothing else,
48 appearances. Anyone have anything else? All in favor
49 of the motion show of hands. All opposed like sign.
50 Show the motion carries unanimously.

1 Moving on to Item number 3(b) Town of Pelzer
2 Vehicle Request. Town of Pelzer has asked Sheriff
3 McBride for administrator vehicle to be used by their
4 mayor and town representatives on city business. Mr.
5 Stone has identified a 2004 Dodge Intrepid that has
6 167,912 miles on it that he is recommending to be
7 transferred to the town of Pelzer and the Sheriff is
8 signed off on this and is all right on this. And we
9 have done this in the past with other municipalities
10 around. This comes from Finance Committee doesn't need
11 a second. Are there any discussion?
12 GRACIE FLOYD: Yes.
13 TOMMY DUNN: Yes, ma'am.
14 GRACIE FLOYD: Okay. I haven't -- I have
15 not known any of the other municipalities that do this.
16 Is it something that we have done before?
17 TOMMY DUNN: Yes, ma'am. Last one that I
18 remember -- last one we done, we done Belton.
19 RAY GRAHAM: We just done three, one for
20 Pelzer and also was it Belton?
21 TOMMY DUNN: I know we done Belton.
22 RAY GRAHAM: It was one of the other
23 ones. Seems like there was three of them.
24 TOMMY DUNN: We done Belton and
25 Williamston, I know before.
26 RAY GRAHAM: Recently.
27 GRACIE FLOYD: Mr. Dunn, my question is,
28 okay, now if Pelzer -- and I have no problems with them
29 asking for that and I think if they need it, it's a
30 good idea, but this is not a thing where they'll be
31 paying us back, will they?
32 TOMMY DUNN: No, ma'am.
33 GRACIE FLOYD: He's just going to give it
34 to them?
35 TOMMY DUNN: Yes, ma'am.
36 GRACIE FLOYD: Okay. But this is not a
37 police vehicle?
38 TOMMY DUNN: It was a police vehicle used
39 out of the sheriff's office, but they don't, they're
40 not using it now. And it would be put out for auction
41 by us. But instead, they've asked for it and Mr. Stone
42 has recommended this is the vehicle to go to Pelzer.
43 They're not going to use it for a police vehicle.
44 They're going to use it for administrative vehicle, run
45 around vehicle.
46 GRACIE FLOYD: But it's the same one
47 they've had as a police vehicle.
48 TOMMY DUNN: Yes, ma'am. That's right.
49 GRACIE FLOYD: All right. I don't want it
50 to be misinterpreted that I have a problem with it,

1 because I don't.
2 TOMMY DUNN: Anyone else? Hearing none,
3 all in favor of the motion show of hands. All opposed
4 like sign. Show the motion carries unanimously.
5 Moving on to Item number 4(a) Fiscal year 2017
6 State Homeland Security Grant. The bomb team is
7 requesting to purchase the following items under the
8 State Homeland Security Grant: One portable x-ray
9 generator for five thousand dollars to enhance the
10 capability of the x-ray system they have; two technical
11 fragmentation style desks for ten thousand dollars, at
12 five thousand dollars each. These are required by the
13 National Bomb Squad Commanders Advisory Board. This is
14 a new requirement; one light weight EOD search suit for
15 fourteen thousand dollars. This is a tackle search
16 suit used to respond to weapons of mass destruction
17 events and supports SWAT response in actual or
18 suspected MWD situations. This is a replacement suit
19 for an item that is over eighteen years old; three
20 thousand dollars for four night vision helmet mounts
21 and five thousand dollars for exercise support for the
22 annual regional exercise. There's no county match.
23 This is all coming from the grant the sheriff's office
24 has put in for and has received. And as we all know we
25 are -- unfortunately we're having some instances here
26 lately with some bomb activities and we need to give
27 them, in my opinion, all the support we can give them.
28 This is coming from the Finance Committee and doesn't
29 need a second. Are there any discussion? Hearing
30 none, all in favor of the motion show of hands. All
31 opposed like sign. Show the motion carries
32 unanimously.
33 RUSTY BURNS: Mr. Chairman.
34 TOMMY DUNN: Yes, sir.
35 RUSTY BURNS: There's one item forklift
36 that was discussed in the Finance Committee.
37 TOMMY DUNN: Yeah.
38 RUSTY BURNS: Can Ms. Davis speak to that
39 one second, please, sir?
40 TOMMY DUNN: It's all about you, Mr.
41 Burns. Go ahead.
42 RITA DAVIS: Apologize, sir, that I
43 didn't put it.
44 TOMMY DUNN: That's right. But this item
45 was added to the Finance Committee agenda at that
46 meeting, but was not on this paper. This is a forklift
47 that's went out of -- we need to be replaced, it's for
48 the -- Greg Smith department.
49 RITA DAVIS: That's right.
50 TOMMY DUNN: He's -- they've gotten two

1 out there very bad. One is broke down. They took two
2 to make one and so this is to replace one to get on it.
3 Ms. Davis, I'll let you put the numbers.

4 RITA DAVIS: That's correct. And it's
5 coming out of our left over lease funds. Southland
6 Equipment Service for thirty-seven thousand ??? hundred
7 twelve, six four. He's in desperate need of this
8 forklift. It's on your Council agenda.

9 TOMMY DUNN: And this did come from
10 recommendation from Mr. Stone who is our maintenance
11 supervisor.

12 RITA DAVIS: It is, definitely, yes, sir.

13 TOMMY DUNN: Again, this coming from
14 Finance Committee doesn't need a second. Are there any
15 discussion? All in favor of the motion show of hands.
16 All opposed like sign. Show the motion carries
17 unanimously.

18 Moving on to Item number 4(b). This will be --
19 this was the item I was mentioning earlier, 9(a) was on
20 the thing that we'd be talking about in the Finance
21 Committee report. This is Tri-County Technical College
22 Waste Tire Research Grant. This is basically just a
23 pass-through. We're passing it through for us and
24 handling for the paperwork. No money out of Anderson
25 County's pocket and this is all for research. Tri-
26 County Technical College has requested that Anderson
27 County serve as an applicant and administrator for the
28 DHEC Recycle Tire and Plastic Research Education Grant
29 and Development Service. The program will advance
30 scrape tire and plastic technology through education
31 and technology transfer. Memorandum of Understanding
32 will be developed that will outline each party's role
33 and responsibilities related to the grant funded
34 project. Anderson County will not be providing any
35 funds under this grant, only assistance in the grant
36 application and administration.

37 We have -- again, this comes from the Finance
38 Committee and doesn't need a second. Are there any
39 discussion? Hearing none, all in favor of the motion
40 show of hands. All opposed like sign.

41 Ms. Davis, you touched on mid-year financial update
42 a while ago. Do you need to do anything else? That's
43 right. That's what she talked about a while ago.

44 Item number 6 is a transfer. PAWS request for --
45 this is in their budget, they just have to move one
46 line item to another -- permission to transfer thirty-
47 five hundred dollars to uniforms. This is coming from
48 fifteen hundred dollars from telephones, and two
49 thousand dollars from water and sewer. And this money
50 was asked for -- this was -- uniform was, I believe was

1 asked for in the general budget, but we cut it when
2 they done their budget request and also they've gotten
3 some new part-time employees to put uniforms on down
4 there. Again, this comes from the Finance Committee
5 and doesn't need a second. Are there any discussion?
6 All in favor --- Ms. Floyd.
7 GRACIE FLOYD: At the last -- is this the
8 same request?
9 TOMMY DUNN: No, ma'am.
10 GRACIE FLOYD: This is a different request?
11 TOMMY DUNN: Yes, ma'am.
12 GRACIE FLOYD: I think they had one last
13 ---
14 TOMMY DUNN: They did.
15 GRACIE FLOYD: So we're having another
16 transfer this year -- I mean this month, this week.
17 TOMMY DUNN: Yes, ma'am.
18 GRACIE FLOYD: Yeah.
19 TOMMY DUNN: You're exactly right. But
20 this is an in the department transfer. I mean, it's in
21 their budget. It's not over budget, they just moving
22 one line out of their budget to another.
23 GRACIE FLOYD: Yes, I know what a transfer
24 is. But I'm beginning now to concern -- to be a little
25 concerned about why so many transfers. Two isn't many,
26 but we had one last month, last week, last time we met.
27 And we have one this week. And I don't think I was
28 able to make the one for the week before that. How
29 many transfers have we had so far from PAWS? Can Ms.
30 Davis answer that question for me?
31 TOMMY DUNN: I doubt if she can, but she
32 can get you that information. Do you know off the top
33 of your head or can you get Ms. Floyd that information?
34 RITA DAVIS: It hasn't been that many.
35 Like you said, Ms. Floyd, they asked for medical
36 supplies last time ??? thousand, I believe, to be moved
37 to medical supplies. But they're having to hire part
38 time to clean the cages before they're open to the
39 public and that's why they need some scrubs and boots.
40 New employees.
41 TOMMY DUNN: If you would get us that
42 information about how many transfers they've had up to
43 this point.
44 RITA DAVIS: Yes, sir. It's not that
45 many.
46 TOMMY DUNN: But keep in mind ---
47 RITA DAVIS: This is probably the third I
48 think.
49 GRACIE FLOYD: The third? Okay.
50 TOMMY DUNN: And as I said ---

1 GRACIE FLOYD: Do we have -- would you
2 please to check, would you please check to see if we
3 have a department who is getting a little too much --
4 well, asking for too much transferring. Okay?
5 RITA DAVIS: Yes, ma'am.
6 GRACIE FLOYD: Yeah. I'd like to know.
7 RITA DAVIS: I think you'll find it has
8 slacked off this year.
9 TOMMY DUNN: Yes, ma'am. So far.
10 GRACIE FLOYD: Yeah, but I'd like to know
11 -- I would like to know.
12 RITA DAVIS: Yes, ma'am.
13 GRACIE FLOYD: Just how many, how many that
14 they're getting.
15 RITA DAVIS: Yes, ma'am. Be glad to.
16 GRACIE FLOYD: All right. Thank you.
17 TOMMY DUNN: All in favor of the motion
18 show of hands. All opposed like sign. Show the motion
19 carries unanimously.
20 Item number 7. Make a motion we go into Executive
21 Session for contractual matters regarding the purchase
22 of a building.
23 RAY GRAHAM: Second that.
24 TOMMY DUNN: Second Mr. Graham. All in
25 favor of the motion show of hands. All opposed like
26 sign. Show the motion carries unanimously. Mr. Burns,
27 if you would ask those ladies ---
28 **(EXECUTIVE SESSION)**
29 CINDY WILSON: Mr. Chairman, may I make a
30 motion that we come out of Executive Session having
31 received information regarding a building purchase,
32 with no action made.
33 TOMMY DUNN: Motion Ms. Wilson, second
34 Mr. Waters. Any discussion? All in favor of the
35 motion show of hands. All opposed like sign. Show the
36 motion carries unanimously.
37 Mr. Graham.
38 RAY GRAHAM: Mr. Chairman, I'd like to
39 make a motion to direct the County Administrator to
40 move forward with negotiations to purchase a building
41 to house the public defender's office.
42 TOMMY DUNN: We have a motion by Mr.
43 Graham, have a second?
44 TOM ALLEN: Second.
45 TOMMY DUNN: Second Mr. Allen. Any
46 discussion?
47 CINDY WILSON: May I ask a real quick
48 question?
49 TOMMY DUNN: Ms. Wilson?
50 CINDY WILSON: What will we do with the old

1 building? Maybe put more jail cells?

2 TOMMY DUNN: Them folks back there is
3 grinning ear to ear. They probably already got -- they
4 probably already moving the public defender out now,
5 wanting to move into it. We'll find a reason -- a use
6 for it, I'm sure.

7 I just want to say, make sure this motion is very
8 clear. This motion is for negotiations and it will
9 come back before Council for a vote before any purchase
10 is done. They have done -- make it very plain. They
11 -- staff and public defender's office, even before Ms.
12 Jones -- have been looking diligently for more space.
13 They've got money to hire more public defenders but
14 have nowhere to house them. This is a state mandate
15 that we do the building. They've -- dire need of space
16 over there. They have done extensive research with our
17 people along with theirs trying to find an adequate
18 space. Even looked at renovating that building, which
19 was done several years ago, opened up the most you can
20 get out of our thing. So keep that in mind, trying to
21 make the best out of a situation. And this is part of
22 what the committee's together with Mr. Graham talked
23 about last meeting, is hopefully not just the jail
24 thing, but along with the jail thing, is to speed
25 turnaround court time and less people in jail, quick -
26 - moving through the system quickly and this will help
27 with that, we hope. But good luck. And this money is
28 not coming out of our general fund. This is money that
29 the public defender's office has been able to save and
30 come back over the things, is where this money is
31 coming from. If it is spent and this still goes
32 through. Anyone else?

33 RAY GRAHAM: I would like to reiterate
34 that as well. Ms. Johnson, we definitely want to thank
35 you for the -- taking care of your budget and watching
36 your numbers and basically being able to come to us
37 with this with actually a plan in place to pay for it
38 and that's definitely impressive in public service so
39 we definitely appreciate your work on that.

40 TOMMY DUNN: I want to commend -- I also
41 tag on to what Mr. Graham said. Appreciate what y'all
42 done out there at the public defender's office and
43 being good stewards of the taxpayers' money.
44 Appreciate it very much. All in favor of the motion
45 show of hands. All opposed like sign. Show the motion
46 carries unanimously.

47 That concludes the Finance Committee report.

48 Moving on to Item number 11, appointments. I'm not
49 showing none. Does anyone have any appointments?

50 CINDY WILSON: I do.

1 TOMMY DUNN: Okay, Ms. Wilson.
2 CINDY WILSON: Thank you, Mr. Chairman.
3 May I reappoint to the Museum Board Mr. Ricky Bell and
4 Mr. Lee Bagwell. And I put that in the form of a
5 motion.
6 TOMMY DUNN: Have a motion from Ms.
7 Wilson. Second by Mr. Waters. Any discussion? All in
8 favor of the motion show of hands. All opposed like
9 sign. Show the motion carries unanimously.
10 Moving on Request by Council members. Mr. Waters.
11 KEN WATERS: I have none at this time.
12 TOMMY DUNN: Thank you. Mr. Allen?
13 TOM ALLEN: I have none at this time.
14 TOMMY DUNN: Ms. Floyd?
15 GRACIE FLOYD: I have two, I believe. The
16 first one is the carnival that's coming to town in
17 Anderson soon. I said carnival but I meant circus. I
18 would like to appropriate five hundred dollars from the
19 District 2's recreational fund in order to help them
20 with this endeavor. And I put that in the form of a
21 motion.
22 TOMMY DUNN: Motion Ms. Floyd. Second
23 Ms. Wilson. Any discussion? All in favor of the
24 motion show of hands. All opposed like sign. Show the
25 motion carries unanimously. Ms. Floyd.
26 GRACIE FLOYD: The next one is an
27 organization called the Proverb's Mentoring
28 Organization. They do have a 501(c)(3). And the
29 purpose for the fund is to take the students to a -- on
30 a spring break college tour for the high school
31 athletes. They are asking for two thousand dollars --
32 oh, wait a minute. They're asking for two thousand
33 dollars in order to have the money to work with these
34 students. And that's in the form of a motion.
35 TOMMY DUNN: Have a motion from Ms.
36 Floyd. Have a second? Second Mr. Allen. Any
37 discussion? All in favor of the motion show of hands.
38 All opposed like sign. Show the motion carries
39 unanimously. Anything else, Ms. Floyd?
40 GRACIE FLOYD: No, that's all.
41 TOMMY DUNN: Mr. Graham.
42 RAY GRAHAM: Nothing at this time.
43 TOMMY DUNN: Mr. Wooten.
44 CRAIG WOOTEN: Yes, for District 1's
45 recreation fund, I'd like to appropriate four thousand
46 dollars to the Anderson Free Clinic. It's going to be
47 the Walk with the Docs and then a series of events
48 going throughout the fall in District 1. And I put
49 that in the form of a motion.
50 CINDY WILSON: Second.

1 TOMMY DUNN: Motion Mr. Wooten, second
2 Ms. Wilson. Any discussion?
3 GRACIE FLOYD: Yeah, I have a question.
4 TOMMY DUNN: Yes, ma'am.
5 GRACIE FLOYD: Mr. Wooten, you said that
6 will be for a series of events?
7 CRAIG WOOTEN: Yes, ma'am. And the first
8 one's the Walk with the Docs. And then I think the
9 second one is in September, and I'm drawing a blank. I
10 think it's a 5K, but it was two of them. Yes, ma'am.
11 GRACIE FLOYD: Okay. And the money's to be
12 divided among those two ---
13 CRAIG WOOTEN: Yeah, that's -- when I spoke
14 to the Executive Director I just said -- she just sort
15 of showed me the schedule for the year and I said,
16 well, I'd like to just sort of donate to the entire
17 cause.
18 GRACIE FLOYD: I see. I understand.
19 Thank you.
20 CRAIG WOOTEN: And I'm sorry. I have one
21 other.
22 TOMMY DUNN: Okay. Go ahead.
23 CRAIG WOOTEN: Also, with the Proverbs
24 Mentoring Organization, I'm familiar with these
25 gentlemen and they're quality guys and they do a lot of
26 quality work and I'd like to appropriate one thousand
27 dollars to their organization.
28 CINDY WILSON: Second.
29 TOMMY DUNN: Have a motion Mr. Wooten and
30 second by Ms. Wilson. Any discussion on this? All in
31 favor of the motion show of hands. All opposed like
32 sign. Show the motion carries unanimously. Anything
33 else, Mr. Wooten?
34 CRAIG WOOTEN: That's it.
35 CINDY WILSON: District 7's almost zeroed.
36 TOMMY DUNN: Out of District 5's rec
37 account, I'd like to appropriate five hundred dollars
38 for the Hejaz Shriners Circus. Put that in the form of
39 a motion.
40 CINDY WILSON: Second.
41 TOMMY DUNN: Second Ms. Wilson. Any
42 discussion? All in favor of the motion show of hands.
43 All opposed like sign. Show the motion carries
44 unanimously.
45 Moving on to Item number 13, Administrator's
46 Report. Mr. Burns.
47 RUSTY BURNS: Nothing at this time, Mr.
48 Chairman.
49 TOMMY DUNN: Thank you.
50 Going to be moving on to Item number 14, Citizens

1 Comments. When Mr. Harmon calls your name, please
2 restate your name for the record, address the Chair,
3 you have three minutes.

4 LEON HARMON: Mr. Chairman, we have one
5 citizen signed up. Elizabeth Fant.

6 ELIZABETH FANT: Elizabeth Fant, District 3.
7 Have several things. One is housekeeping again on the
8 agenda. Every time we have a fee-in-lieu-of or an
9 ordinance, whatever, and there's a piece of paper in
10 here that's a signature paper. I believe that at the
11 top it needs to be typed on that page what the
12 ordinance number is, because otherwise you have a piece
13 of paper that has signatures and you don't know what it
14 goes to and it could go to anything. There were three
15 of those tonight.

16 On the recreation money, District 6, I was looking
17 at everybody's and I noticed that Mr. Water's District
18 6 had two different allotments to Foothills Foundation,
19 one three thousand and another one five thousand and
20 Foothills Community Foundation is a foundation that
21 does a lot of good. But when you just classify it like
22 that, we don't know what it's going to. And I don't
23 think that's enough information.

24 The biggest news on the agenda tonight is Anderson
25 County Sheriff's office report. Man, our Sheriff's
26 department is jam up tight. Average daily calls for
27 assistance, one thousand three hundred and eighty-four.
28 And for the month, forty-two thousand nine hundred and
29 one calls. That is a lot of calls coming through that
30 they have to handle. Another noteworthy statistic is
31 the Detention Center, the average daily population is
32 four hundred and one, which I think is down from the
33 heights that it had been. Litter people -- and we
34 always fussing about the litter and it's always out
35 there -- but our litter crew, Mr. Greg Smith is in
36 charge of that, they cleared twenty-nine point four
37 miles in January. They picked up trash bags worth one
38 thousand six hundred and fourteen bags of trash. And
39 they also picked up a hundred and ninety-one tires.

40 TOMMY DUNN: Moving on, comments from
41 Council -- anyone else?

42 LEON HARMON: No one else is signed up,
43 Mr. Chairman.

44 TOMMY DUNN: Moving on, comments from
45 Council members. Ms. Wilson?

46 CINDY WILSON: Thank you, Mr. Chairman.
47 Just wanted to make sure that anyone who would like to
48 attend the Cheddar meeting that will be next Tuesday
49 night at 6:30 at the Cheddar Fire Department. And this
50 involves an update on the disposal contract, the roads

1 issues and other citizen concerns over there. Mr.
2 Harmon will be attending, Mr. Graham and I will, and
3 our South Carolina Department of Transportation
4 District engineer, Mr. Kevin McLaughlin, and hopefully
5 Mr. Holt Hopkins can come, too, and others. We've made
6 a lot of progress. Mr. Graham has been working really
7 hard on that; and everybody. When you're talking about
8 a forty-five million dollar value to a contract, it's
9 important and especially the happiness of the community
10 over there is very important.

11 There was another item that was brought to my
12 attention last week. And I've asked Ms. Croegaert to
13 copy everyone with the issues at Omega Farm on Long
14 Road. Some of these type issues are present in a lot
15 of the current development going on in the county. I'm
16 very concerned regarding our building standards and
17 development standards in the county. This one, people
18 who live there have had septic tanks pumped out two and
19 three times within the year. Homes built on a drain
20 where the basements are filling. It's a nightmare.
21 And I'm fearful that even though our county is
22 following rules and regulations, we may be a party to a
23 lawsuit. It is just a dreadful mess over there. And
24 I'm hoping we can find our way to make things a little
25 clearer and more effective in our development and
26 building standards areas. Anyway, food for thought.
27 Thank y'all very much.

28 TOMMY DUNN: Thank you, Ms. Wilson. Mr.
29 Wooten.

30 CRAIG WOOTEN: I -- only thing I would say
31 is I'm very optimistic about this spring and this
32 summer with the Civic Center. I feel like we've got
33 some good things going on that's going to bring a lot
34 of folks in town. Going to benefit the businesses and
35 localities. And I feel like the judicial committee is
36 doing the right thing and it's compounding on the
37 efforts that we talked about last year and trying to
38 get folks to trial faster and it's not just about the
39 jail. And I think what we're doing with the public
40 defender's office is very positive for the folks that
41 need it. So I think a lot of things to be optimistic
42 about.

43 TOMMY DUNN: Thank you, Mr. Wooten.
44 Mr. Graham.

45 RAY GRAHAM: Thank you, Mr. Chairman.
46 One thing I wanted to mention. At the last meeting
47 there was some question as far as juniper switches that
48 we had approved in finance meeting to pursue and also
49 approved in Council. One of the questions was one of
50 the citizens had brought up the pricing of a switch

1 that he had located. I just wanted to let everyone
2 know that we did check back with the Sheriff's
3 department or the IT department on this. Basically the
4 switches comparing it to was in a sense a refurbished
5 switch. So it was not comparing apples to apples. The
6 switches that we actually pursued and were -- had
7 priced, the actual state contract was actually higher
8 than what we actually got the switches for due to our
9 employees' diligence on pricing these switches. They
10 actually got it cheaper than what they had them listed
11 for. So I just wanted to make sure the citizens were
12 aware that our employees are being diligent about that.
13 And just -- I appreciate the employees taking extra
14 steps to ensure that we are getting the best pricing,
15 you know, whether it's the juniper switches or whatever
16 we're pursuing. So just wanted to clarify that because
17 there was some question on that. Again, just to
18 confirm it, the apples was not being compared apple to
19 apple. Thank you, Mr. Chairman.

20 TOMMY DUNN: Thank you, Mr. Graham.
21 Ms. Floyd.

22 GRACIE FLOYD: Yes. I received a letter in
23 the mail and I'm sure that all of you received it as
24 well. It was from the Fire Chief. Okay. And it
25 concerned me some. It was said one time a long time
26 ago before you guys got here that we should not be
27 spending money that was set aside for -- money that was
28 set aside for recreational activity. It was said at
29 that time that we all need to go to the legislative
30 people and talk to them about raising money or
31 appropriating money for the fire departments. They
32 really do need that money and the money that we can
33 give them for our -- from our rec funds is probably a
34 drop in the bucket, where they could get more if we
35 would just go to the legislative body and ask them to
36 give them what they need. I intended to bring the
37 letter with me, you know, so I could read it to you
38 because it says, I think it says something in there
39 that Anderson County is not cooperating with them in
40 helping them get what they needed. Did it say that,
41 Mr. Burns? Did you read that?

42 RUSTY BURNS: I saw the letter, Ms. Floyd.
43 They said they withdrew their request for that
44 increase.

45 GRACIE FLOYD: You saw a letter I didn't
46 see. Okay. Well, I've got another letter that was
47 saying they needed some funds. And from what we do
48 with our recreational funds, I think that they could be
49 right. And if they withdrew it, it's news to me. And
50 if they withdrew it I don't see why. Because if we're

1 having to give money to the fire department, then it's
2 wrong and every one of us did it. Even me. But we
3 need to do something so we can keep the recreational --
4 the meager amount that we get for recreation, we need
5 to ensure that the people who that money was put aside
6 for should get it. We've got, we have -- there's a
7 need for that because we don't have a recreational
8 department or recreational plan for our people. They
9 have in the city, but we don't. So every little bit we
10 can get to these kids or to these people who are trying
11 to do something, we need to do.

12 And if you look over all the recreational funds,
13 you'll see that sometimes a lot of the funds aren't
14 going to rec programs. In fact, there was one part of
15 Anderson didn't even know they had a rec fund. But
16 that's what I have to say. Now, I will get the letter
17 again and I will read it and if they said that forget
18 the whole thing then I one who wants to forget it. And
19 I will come back to you and I will apologize. But
20 unless I see that in writing to just forget the whole
21 thing we've got enough money, I'm going to stick to my
22 guns. We need to see what we can do to increase the
23 needs -- increase the money that's needed to run our
24 fire station appropriately. Thank you.

25 TOMMY DUNN: Mr. Allen.

26 TOM ALLEN: Thank you, Mr. Chair. Yeah.
27 I wanted to thank the public defender's office, too,
28 for being here tonight and having this discussion with
29 us. And one of the comments that came up was we're
30 going to try to do this to move the process along
31 faster in the legal field. And I'm all for that
32 because that's been one of my heartburns many times as
33 the folks sit over in the jail way too long, just
34 waiting to, you know, for their case to be heard. So
35 we'll do anything -- I will do anything to help you and
36 I thank you for that.

37 Also just wanted to mention, too, that last week
38 over at the Civic Center they had the Upstate High
39 School Archery competition over there for middle school
40 and high school. And I'm telling you, it amazes me.
41 Next year they'll do it again. I think this was the
42 fourth year. But there were four hundred and seventy
43 kids there shooting 3-D targets, bull's eye targets,
44 the whole thing. A lot of family members there
45 watching. And I could -- I don't know what the thrill
46 is about archery. I mean, I like it, I shoot out in my
47 backyard quite a bit as a matter of fact. But I could
48 see a few dozen kids, but they have nearly five hundred
49 kids showing up every year to shoot. And they've done
50 an excellent job, Department of Natural Resources, and

1 the PE instructor at LaFrance school have really
2 supported this thing to a great extent. But if you get
3 a chance to go see it next year, do it. Pretty
4 interesting.

5 I would also mention, too, at the Civic Center on
6 the 3rd of March, this again will be, I think, the
7 fourth year for the Junior ROTC drill competition which
8 started over there. And it's really caught on. We've
9 got at least twenty schools showing up this year from
10 around the Upstate, plus I think Georgia and North
11 Carolina have teams coming in. And the kids go through
12 their drill routines and they are graded by active army
13 members or guard reserve active members. So it's a
14 pretty interesting competition to see these kids over
15 there and I'd recommend people go to that, too.

16 And other than that, Mr. Chair, I'll shut up.
17 Thank you.

18 TOMMY DUNN: Thank you, Mr. Allen.
19 Mr. Waters.

20 KEN WATERS: Wow. Just listening at all
21 the things that are happening in Anderson County, you
22 know, there was one time when we came on Council, the
23 economy was so bad, we were happy to get one thing
24 going. And now, just listening to all that, I don't
25 know where I'm getting old or just can't remember all
26 the things that's happening, just listening to --
27 remind me ---

28 TOM ALLEN: You're getting old.

29 KEN WATERS: Okay, I appreciate that.
30 But just listening to all the things happening, there's
31 so much going on. The ROTC at the Civic Center.
32 Watching those kids and how they practice and, you
33 know, how hard they work and how well they do with
34 that.

35 And can I ask a question? How many county
36 employees we have here tonight? Sheriff's department
37 and all of that. And including the prosecutor -- I
38 guess you guys, too. So we got, what five or six
39 citizens here. You know, that's -- there's a hundred
40 and ninety-something thousand people doing something
41 somewhere else that are citizens in Anderson County.
42 Usually if something is wrong, you hear from them.
43 Now, I get phone calls. You know, pothole here and
44 pothole there; things like that. But just looking at
45 what's here tonight, I'll have to say looks like we've
46 done a pretty good job. And so I'm pretty proud of,
47 you know, being a part of this. And the things we've
48 accomplished. Not to mention the Bass Masters coming
49 to Anderson County. You know, that's going to be a
50 part of Greenville. That's part of the Upstate.

1 That's not just part of Anderson County. That's part
2 of the Upstate. Last weekend they had a high school
3 bass tournament and had a great turnout for that. And
4 you know, that's just one of the things. Looking at
5 some youth activities coming to the Civic Center ball
6 park. Just one thing after another. And just
7 listening to some of the county employees working.
8 Man, they're just doing a great job. They're so busy
9 till you can't keep up with them. And you know, just
10 looking back at what's been accomplished, I'm proud to
11 have been a part of this. And the good job that
12 everybody's done. And so I just want to thank
13 everybody. Thank you, Mr. Chairman.

14 TOMMY DUNN: Thank you, Mr. Waters.
15 Just want to thank Mr. Graham for following up on
16 the IT department and Sheriff's office on last week as
17 was brought up in the Council said. That was part of
18 the motion, you know, make sure it was apples to apples
19 and it wasn't.

20 Just want to say, you know, never got a problem
21 with any citizen questioning anything; it's their
22 right. Want them to ask question and stuff. But that
23 particular gentleman got up and made some accusations
24 about employees being lazy, about this, that and other
25 about county employees. You know, you ought to know
26 your facts before you get up. Or maybe you do and you
27 want to grandstand. There's plenty of times from the
28 Finance Committee meetings to this meeting to ask any
29 Council person, his or whoever else, a question about
30 getting something. That's what sort of aggravates me
31 sometimes about people just wanting to make accusations
32 in public, just throw out accusations. Very easy to
33 do. Not having all the facts.

34 Second thing, wanted to make sure all clear up a
35 little maybe not the letter Ms. Floyd was talking
36 about, but a letter I'm sure everyone got from the
37 Chairman of the Anderson County Fire Commission, Mr.
38 Holiday, withdrawing his request and asking the County
39 Council to raise people's taxes to fund a bond for the
40 County Council. So that, and that will be looked at
41 more. But that was the letter that the Fire Commission
42 withdrew and it came from the Chairman of the Fire
43 Commission.

44 At this time I just want to bring up a few facts
45 and a few things that have been coming to my attention
46 and staff and Mr. Harmon I've asked to make a
47 recommendation between now and the next Council meeting
48 for Council to decide on, there may even be a need for
49 a special Council meeting at some point. This is
50 talking about our opium problem. Anderson County had

1 twenty deaths due to opium overdose in 2016. Same year
2 county EMS squad administered two hundred and sixty-
3 five doses of Narcan in order to treat opium overdoses.
4 We have one of the state's highest rates of babies
5 being born with neonatal abstinence syndrome. Almost
6 seven out of every one thousand babies delivered in
7 Anderson County is born with an addiction to opioids.
8 In 2016 there were around ninety-four opium
9 prescriptions dispensed for every one hundred residents
10 in our county. This means that the number of opioid
11 prescriptions almost equal to the county population.
12 In earlier years the number of opioid prescriptions
13 filled actually exceeded the number of people living in
14 Anderson County. That is dying down, but it's not
15 going to solve our problem and our liability is only
16 going to increase with this. And I think it's time --
17 this has been talked about throughout the country,
18 throughout the state. I think Anderson County needs to
19 be the leader at the forefront on this. Be looking and
20 I've asked Mr. Harmon, he has met and I have too, Mr.
21 Burns has, about some people, about doing something
22 about this, make recommendation. Stand up. This is a
23 problem and not only have we paid for it in the past,
24 we're paying for it in the present, we're paying for it
25 in the future with our EMS providers, part of our jail,
26 our health care, people losing their homes, losing
27 their jobs. Very bad and very distasteful thing that's
28 happening. And we need to try to get on this and do
29 what we can do to help our citizens of Anderson County.
30 I ask and urge each and everyone of you to be in touch
31 with Mr. Burns and Mr. Harmon and get filled in on this
32 if you haven't already and be looking about
33 doing something about this.

34 Appreciate each and every one of y'all. Meeting
35 will be dismissed.
36

37

(MEETING ADJOURNED AT 8:33 P.M.)

Anderson County Fire Protection Commission

210 McGee Road

Anderson, South Carolina 29625

Telephone: (864) 260-4016

Fax: (864) 260-4015

Jimmy R. Sutherland

Anderson County Fire Chief

January 23, 2018



GLENN G. HOLLIDAY
CHAIRMAN

PRESTON COX
VICE CHAIRMAN

S.W.K. SORENSEN
TREASURER

COMMISSION MEMBERS
GERALD HANKS
WILLARD WILES

Anderson County Council
Gracie S. Floyd – District Two
PO Box 8002
Anderson, SC 29624

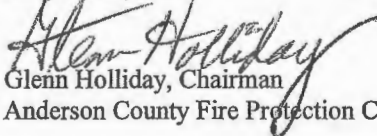
In November of 2016 the Anderson County Fire Protection Commission petitioned the Anderson County Council for public hearing for General Obligation Bond indebtedness. This bond was structured based on the fire commissions borrowing capacity and not Anderson County. The bond package was to be implemented as a funding stream to complete a ten year capital improvement plan that would maintain the commissions 27 volunteer fire districts' compliance with personal protective gear mandates and replace aging and obsolete apparatus and equipment. This effort was given considerable consideration and many conversations we conducted to gauge support prior to petitioning the council. The commission and fire department staff met with Anderson County Delegation members, Anderson County Council representatives, Anderson County staff, Anderson County Fire Chiefs Association, and the Anderson County Fire Chiefs Advisory Board to discuss the need for additional funding and the reasons for choosing GO bonds as an appropriate option. We were encouraged by the support for this effort voiced in these meetings and preceded with the bond option.

The fire commission retained counsel and financial management to walk us through the process and ensure that the legal requirements were satisfied. Our legal counsel spoke to the county attorney and county administrator in order to set up time lines that were acceptable to Anderson County and the fire commission. At the request of Anderson County representatives a letter of support from the Anderson County Delegation and Anderson County Fire Chiefs Association was sent to Anderson County Council in January 2017 as a requirement to move the issue forward. We were advised that the bond issue would be heard before the Public Safety Committee for consideration. Throughout 2017 many timelines were provided but in all instances were changed or canceled. Our effort to clarify how the council preferred to proceed has provided no definite answers and has resulted in no movement on the Bond issue.

While we understand that any kind of tax increase on our citizens should be scrutinized we also have a responsibility to fully support the 900 volunteer firefighters that protect the citizens of Anderson County and maintain a fire service that can keep up with growth of the county. This capital funding source was an effort to provide safe efficient apparatus, quality compliant personal protective gear, foster recruitment and retention of volunteer firefighters, and to ensure the stability of the county fire protection system as the county continues to grow. Fiduciary responsibility is taken very seriously by the fire commissioners and is evident in the fact that the operating millage has not been adjusted in over 30 years. However growth in the county and the loss in revenue that fee in lieu agreements have created for the commission has made it necessary to seek additional funding to complete the mission of the Anderson County Fire Protection Commission.

It is unfortunate that an agreement on this matter could not be reached and that communication seems to have stalled between the fire service and Anderson County. Considering this request is over a year old and there have been no formal meetings to present our needs or have an opportunity to discuss options we have decided to withdraw our petition for public hearing and will not pursue General Obligation Bonds as a funding stream. The commission, staff, and many of our volunteers have voiced disappointment in the lack of support Anderson County has expressed during this process. We will continue to seek options that will meet the needs of our volunteers and the citizens we protect while keeping their interest as a priority.

Respectfully,


Glenn Holliday, Chairman
Anderson County Fire Protection Commission

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR ANDERSON COUNTY

ORDINANCE NO 2018-002

A SUPPLEMENTAL ORDINANCE TO AMEND ORDINANCE 2017-016, THE OPERATING AND CAPITAL BUDGETS OF ANDERSON COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2017, AND ENDING JUNE 30, 2018.

BE IT ENACTED by the County Council for Anderson County, South Carolina ("Anderson County"), as follows:

Section I. The following amendments to the operating and capital budgets for Anderson County for the fiscal year beginning July 1, 2017, and ending June 30, 2018, are hereby adopted and directed to be implemented by the Anderson County Administrator and staff.

GENERAL FUND APPROPRIATIONS

<u>Account Number/Description</u>	<u>Originally Adopted</u>	<u>Amendment</u>	<u>Final Adopted</u>
001-5013-000-323 Building Demolition	\$50,000	\$16,000	\$66,000
001-5015-000-315 Legal	\$122,250	\$125,000	\$247,250
001-5111-000-102 Part-time Salaries	\$150,000	\$10,000	\$160,000
001-5111-000-283 Medical Supplies	\$142,920	\$60,000	\$202,920
<u>001-5828-xxx-xxx District Paving</u>	<u>\$1,035,650</u>	<u>1,500,000</u>	<u>\$2,535,650</u>
001-6500-100-102 Transfer Out-Grants	\$0	<u>\$25,000</u>	<u>\$25,000</u>
001-6500-100-142 Transfer Out-Airport	\$0	\$1,000,000	\$1,000,000
001-6500-100-360 Transfer Out-Capital Projects	\$650,000	<u>\$1,475,320</u>	<u>\$2,125,320</u>

GENERAL FUND REVENUES

001-3700-000-101-Fund Balance	\$5,446,745	<u>\$2,711,320</u>	<u>\$8,158,065</u>
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SPECIAL REVENUE FUND APPROPRIATIONS

102-5901-000-241 Program Expenditures	\$300,000	<u>\$25,000</u>	<u>\$325,000</u>
142-5775-008-401 CIP – Runway Rehab	\$5,068,915	\$1,761,920	\$6,830,835
142-5775-009-401 CIP –Runway Obstruction	\$0	\$433,475	\$433,475

SPECIAL REVENUE FUND REVENUES

102-6400-100-001 Transfer In-General Fund	\$0	<u>\$25,000</u>	<u>\$25,000</u>
142-6400-100-001 Transfer In-General Fund	\$0	\$1,000,000	\$1,000,000
142-4300-400-350 Federal Grant	\$5,102,025	\$1,105,225	\$6,207,250
142-4200-400-250 State Grant	\$283,450	\$90,170	\$373,620

CAPITAL PROJECTS FUNDS APPROPRIATIONS

360-5231-000-401 CIP	\$3,610,000	\$1,475,320 <u>1,525,320</u>	\$5,085,320 <u>5,135,320</u>
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CAPITAL PROJECTS FUNDS REVENUES

360-6400-100-001-Transfer In General Fund	\$650,000	\$1,475,320 <u>1,525,320</u>	\$2,125,320 <u>2,175,320</u>
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Section II. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section III. This Ordinance is effective after its third reading and public hearing.

ADOPTED in meeting duly assembled this 6th day of March , 2018.

ATTEST:

Rusty Burns
County Administrator

Tommy Dunn, Chairman

Lacey Croegaert, Clerk to Council

Craig Wooten., District #1

Gracie S. Floyd, District #2

Ray Graham, District #3

Tom Allen, District #4

Ken Waters, District #6

M. Cindy Wilson, District #7

APPROVED AS TO FORM:

Leon C. Harmon, County Attorney

First Reading:	February 6, 2018
Second Reading:	February 20, 2018
Third Reading:	March 6, 2018
Public Hearing:	March 6, 2018

**ANDERSON COUNTY
ORDINANCE NO. 2018-003**

AN ORDINANCE AUTHORIZING A FEE-IN-LIEU-OF-TAX ARRANGEMENT ON BEHALF OF OPPERMANN WEBBING, INC., (THE “COMPANY”) PURSUANT TO A FEE-IN-LIEU-OF-TAX AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA (THE “COUNTY”) AND THE COMPANY; AUTHORIZING A 5-YEAR EXTENSION OF THE INVESTMENT PERIOD FOR ALL INVESTMENTS OVER THE STATUTORY MINIMUM INVESTMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE FINANCING AGREEMENT (IFA), GRANTING CERTAIN INFRASTRUCTURE CREDITS TO THE COMPANY; AND OTHER MATTERS RELATING TO THE FOREGOING.

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

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

WHEREAS, OPPERMANN WEBBING, INC., (the “Company”), a South Carolina corporation, along with one or more Sponsor Affiliates (initially, only Wilson, Inc. of Piedmont SC) (together with the Company, collectively referred to herein as the “Company” or “OPPERMANN WEBBING, INC.”) is considering acquiring by construction or purchase certain land, buildings, furnishings, fixtures, machinery, apparatus, and equipment, for the expansion of a manufacturing facility in the County (the “Project”), which will result in the investment of an expected Ten Million (\$10,000,000)(but not less than Eight Million Nine Hundred Thousand Dollars (\$8,900,000)) or more in new investment in the County, and the creation of not less than seventy one (71) new full-

time jobs in the County, during the Initial Investment Period (as that term is defined below), and all of which would be subject to the fee-in-lieu-of-tax addressed by this Agreement, all within the meaning of the Act, during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired (January 1, 2017) and ending five (5) years after the last day of the property tax year during which the Project is placed in service (expected to be 2018)(the "Initial Investment Period"); and

WHEREAS, the Company is already a major investor and employer in the County; and

WHEREAS, the Company has long been an exemplary corporate citizen of the County, providing solid employment opportunities for many County residents including special populations, engaging in community improving activities, and continuing to invest in the community; and

WHEREAS, the County has determined that the Project would be aided by the availability of the assistance which the County might render through (1) the acquisition of the Project from the Company and the leasing of the Project to the Company pursuant to one or more lease agreements (each a "Lease Agreement") or, alternatively, entering into a fee-in-lieu of tax agreement ("Fee Agreement") with the Company with respect to the Project, under and pursuant to the Act (notwithstanding any other provision hereof, or of the Inducement Agreement authorized hereby, it is understood and agreed between the County and the Company that the possible use of a Lease Agreement to document and implement the new fee-in-lieu-of-tax arrangement for the Project, as described herein, refers to and would become applicable only in the event that a court of competent jurisdiction rules the provisions of Chapter 44 of Title 12 of the Code (the "FILOT Simplification Act") unconstitutional, invalid, or otherwise unenforceable); (2) the incentive of a negotiated fee -in-lieu of *ad valorem* taxes (a "FILOT") as authorized by the Act; (3) the continued inclusion of the Project and the other real and personal property of the Company located at the Project site(s) in the County, 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 "Multi-County Industrial and Business Park" or "MCIP"); (4) the granting by the County to the Company 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 for economic development infrastructure serving the County; and, (5) the commitment by the County to certain other economic development incentives as an inducement to the Company to locate the Project in the County, including, without limitation, the extension of the Initial Investment Period for an additional five (5) years for investments in the Project in excess of the minimum investment provided by this Project, as stated herein (the "Extended Investment Period"); and, that the inducement will, to a great degree of certainty, result in the acquisition and construction of the Project in the County; and

WHEREAS, the County has given due consideration to the economic development impact of the Project, has found that the Project and the 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 Project would directly and indirectly benefit the general public welfare and serve a public purpose of the County by providing services, employment, recreation, promotion of tourism, or other public benefits not otherwise provided locally; and, that the Project gives rise to

no pecuniary liability of the County or incorporated municipality, or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development and welfare, creation of jobs, promotion of tourism, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the cost; and, has agreed to effect the issuance, execution and delivery of a Fee Agreement, an Infrastructure Credit Agreement and a MCIP Agreement, pursuant to this Ordinance of the County Council, and on the terms and conditions hereafter set forth; and

WHEREAS, the County, pursuant to certain negotiations heretofore undertaken with the Company with respect to the Project as reflected in a Resolution duly adopted by the County Council on December 19, 2017, has entered into an Inducement and Millage Rate Agreement (the "Inducement Agreement"), dated as of December 19, 2017 with the Company pursuant to which the County agreed to enter into a FILOT arrangement and an Infrastructure Financing Agreement with the Company and to continue to designate the Project site as part of a MCIP Agreement which is either already in existence or to be created, and the Company agreed to make FILOT payments with respect to the Project as authorized in the FILOT Act; and

WHEREAS, the County and the Company have agreed to the specific terms and conditions of such FILOT arrangement as set forth in that certain fee agreement between the County and the Company (the "Fee Agreement") to be dated as of March 1, 2018 or such other date as the parties may agree, which is to be in substantially the form presented to this meeting and filed with the Clerk to County Council; and

WHEREAS, pursuant to the provisions of the Fee Agreement, the Company will be obligated to make payments-in-lieu of taxes to the County, as required by the Act; and

WHEREAS, pursuant to the provisions of the Infrastructure Financing Agreement and the MCIP Agreement, the Company will be eligible, under certain circumstances, to claim certain credits against those payments in-lieu of taxes; and

WHEREAS, the acquisition and construction of the Project will serve the intended purposes and in all respects conform to the provisions and requirements of the Act; and

WHEREAS, it appears that the draft Fee Agreement and the Infrastructure Financing Agreement now before this meeting are in appropriate form and are appropriate instruments to be executed and delivered by the County for the purposes intended; and

WHEREAS, based on representations by the Company that the Project will represent a capital investment in the County of an expected Ten Million Dollars (\$10,000,000) (but not less than Eight Million Nine Hundred Thousand Dollars (\$8,900,000)) (the "Minimum Investment Requirement") or more, (some of which may be ordinary taxable property), and the creation of seventy one (71) new, full-time jobs (the "Job Creation Requirement"), during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired (January 1, 2017) and ending five (5) years after the last day of the property tax year during which

the Project is placed in service (expected to be 2018), and that such financing is done in order to enhance the economic development of the County and in furtherance thereof, the County desires to assist the Company in locating the Project within the County with the inducements described herein.

NOW, THEREFORE, BE IT ORDAINED by Anderson County, South Carolina, by and through the County Council, 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 Project will constitute a “project” as said term is referred to and defined in the Act, and will subserve the purposes and in all respects conform to the provisions and requirements of the Act;
- (b) It is anticipated that the Project will benefit the general public welfare of the County by providing employment, services, recreation and other public benefits not otherwise provided locally;
- (c) Neither the Project, nor any documents or agreements entered into by the County in connection therewith will constitute or give rise to any pecuniary liability of the County or a charge against its general credit or taxing power;
- (d) The purposes to be accomplished by the Project, i.e., economic development, creation or retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes;
- (e) The benefits of the Project to the public are greater than the costs to the public;
- (f) The Fee Agreement will require the Company 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 Fee Agreement.

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

the advice of the County Attorney, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement and the Infrastructure Financing Agreement now before this meeting.

Section 3. Pursuant to Section 12-44-55(B) of the FILOT Simplification Act, the County hereby agrees that no recapitulation information, as set forth in Section 12-44-55(A) of the FILOT Simplification Act is required to be provided by the Company in the Fee Agreement, or in any other documents or agreements in connection with the fee-in-lieu of tax arrangement between the Company and the County, so long as and to the extent that the Company complies with this Section 3. The Company shall file a copy of the South Carolina Department of Revenue form PT-443, and any subsequent amendments thereto, with the County after the execution of the Fee Agreement by the County and the Company and shall comply in all other respects with the requirements set forth in Section 12-44-90 of the FILOT Simplification Act and shall make all returns required by The Act and shall provide a copy of all such returns to the County within sixty (60) days of filing such action.

Section 4. The County and the Company believe that all Project sites are in a Park. To the extent necessary to ensure that all Project sites are, in fact, in a Park, the County agrees to use its best efforts, as necessary, to enter into or amend a Park Agreement with one or more other contiguous counties to create or expand a Park, pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170 of the Code, to include the Project and the other property of the Company located at the Company's site(s) within the unincorporated portion of the County, and to use its best efforts to undertake and execute those procedures and documents necessary for the creation or expansion of such Park, and to keep the Project site(s) in such Park or any other Park of the County during the term of the incentives provided in the Inducement Agreement or subsequent ordinance(s) or agreement(s) that are contingent upon inclusion of the Project site(s) in a Park. Further, the County shall use its best efforts and endeavor to work with one or more contiguous counties (and, to the extent any future Project site(s) is located within the corporate limits of a municipality, will work with such municipality), again if necessary, to establish such Park in accordance with the terms of the Inducement Agreement, and, in any event, to keep the Project site(s) as part of such Park or any other Park of the County throughout the term of the incentives provided in the Inducement Agreement or subsequent ordinance(s) or agreement(s) that are contingent upon inclusion of the Project site(s) in a Park. Distribution of the fees in lieu of tax from the Project property in the Anderson County portion of the Park shall be distributed in accordance with one or more ordinances of Anderson County establishing such distribution schedule.

Section 5. The County hereby pre-approves and consents to a five (5) year extension of the investment period for the Fee Agreement pursuant to Section 12-44-30(13) of the FILOT Simplification Act whereby the Company shall have an additional five (5) year period (added to the 5 year investment period to meet the Minimum Investment Requirement and the Job Creation Requirement) to subject additional investments over and above the Minimum Investment Requirement to fee-in-lieu of *ad valorem* tax treatment, provided the Company invests at least the Minimum Investment Requirement, including in non-FILOT property, in the Project on or before the end of the initial five (5) year investment period.

Section 6. [RESERVED]

Section 7. The form, terms and provisions of the Inducement Agreement heretofore entered into by the County and the Company are hereby ratified and approved, and all of the terms, provisions, and conditions thereof are hereby incorporated by reference as if the Inducement Agreement were set out in this Ordinance in its entirety.

Section 8. (a) The Company shall and, in the Fee Agreement, agrees to indemnify and save the County as well as its governing body members, employees, officers and agents 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 and the Company further shall indemnify and save the County harmless against and from all claims from (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under the Fee Agreement, the Infrastructure Finance Agreement or the Lease Agreement (as amended) (iii) any act of the Company or any of its agents, contractors, servants, employees or licensees, (iv) any act of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, or (v) any environmental violation, condition or effect. The Company shall indemnify and save the County as well as its governing body members, employees, officers and agents 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, including, without limitation, ordinary and reasonable attorney's fees, 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, whose approval of such counsel shall not unreasonably be withheld. All such indemnification and save harmless provisions shall be, and are, set forth in the Fee Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its agents, officers, employees or governing body members, shall not incur pecuniary liability by reason of the terms of this Agreement, the Infrastructure Finance Agreement or the Lease Agreement (as amended) or the undertakings required of the County hereunder by reason of the performance of any act requested of it by the Company, or by reason of the County's ownership of the Project, if so owned pursuant to a lease agreement, or the operation of the Project, 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 employees or governing body members 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, including, without limitation, ordinary and reasonable attorney's fees, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County, whose approval of such counsel shall not unreasonably be withheld.

(c) These indemnification covenants, at a minimum, shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants, but may expand them or expound

upon them, as may be shown in greater detail in such subsequent documents. In the event of any conflict or inconsistency, the indemnification and save harmless provisions of the Fee Agreement shall always govern.

Section 9. Whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns or other documents while the Fee 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 thirty (30) days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents.

Section 10. Notwithstanding any other provisions, the County is executing the Fee Agreement and the Infrastructure Finance Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

Section 11. The Chairman of County Council, the County Administrator, and the Clerk to the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary or proper to effect the execution and delivery of the Fee Agreement and the Infrastructure Financing Agreement, and the performance of all obligations of the County under and pursuant to the Fee Agreement, the Inducement Agreement, and the Infrastructure Financing Agreement.

Section 12. The Chairman of County Council, the County Administrator, and the Clerk to the County Council, and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 13. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 14. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict only, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

ATTEST:

ANDERSON COUNTY, SOUTH
CAROLINA

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert, Clerk to Council
Anderson County, South Carolina

Approved as to form:

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

First Reading:	February 6, 2018
Second Reading:	February 20, 2018
Third Reading:	March 6, 2018
Public Hearing:	March 6, 2018

INFRASTRUCTURE FINANCING AGREEMENT

THIS INFRASTRUCTURE FINANCING AGREEMENT (the “Agreement”), dated as of March 1, 2018 (the “Agreement” or the “IFA”), between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate, and OPPELMANN WEBBING, INC., a South Carolina corporation, (the “Company”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized by Title 4 of the Code of Laws of South Carolina 1976, as amended (the “Code”), to provide special source revenue financing, secured by and payable solely from revenues of the County derived from payments in-lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, and sections 4-1-170, 4-1-175, 4-29-68, and 12-44-70 of the Code (collectively, the “Act”, as defined herein) 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 and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County; and

WHEREAS, in accordance with the provisions of an Inducement Agreement dated as of December 19, 2017 (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 infrastructure of the County serving the expansion (the “Project”); and

WHEREAS, OPPELMANN WEBBING, INC. (the “Company”), a South Carolina corporation, along with one or more Sponsor Affiliates (initially, only Wilson, Inc. of Piedmont SC) (together with the Company, collectively referred to herein as the “Company” or “OPPELMANN WEBBING, INC.”) is considering acquiring by construction or purchase certain land, buildings, furnishings, fixtures, machinery, apparatus, and equipment, for the expansion of a manufacturing facility in the County (the “Project”), which will result in the investment of an expected Ten Million Dollars (\$10,000,000) (but not less than Eight Million Nine Hundred Thousand Dollars (\$8,900,000)) or more in new investment in the County (some of which may be ordinary taxable property) during the Initial Investment Period (as that term is defined below), and all of which would be subject to the fee-in-lieu-of-tax addressed by this Agreement, all within the meaning of the Act, and the creation of an expected seventy one (71) or more new, full-time jobs, during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired (January 1, 2017) and ending five (5) years after the last day of the property tax year (2018) during which the Project is placed in service (the “Initial Investment Period”); and

WHEREAS, the Company is already a major investor and employer in the County; and

WHEREAS, the Company has long been an exemplary corporate citizen of the County, providing solid employment opportunities for many County residents engaging in community improving activities, and continuing to invest in the community; and

WHEREAS, the County and Greenville County, South Carolina have established a joint county industrial and business park (the “Park”), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code; and

WHEREAS, the property on which the Project is to be located is or will be included within the Park, as is certain property of the Company which is not subject to a negotiated fee-in-lieu-of-tax (“FILOT”) arrangement; 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 Park Agreement to Greenville County and to Anderson County, in the total amount equivalent to the *ad valorem* property taxes or negotiated fees-in-lieu of taxes that would have been due and payable but for the location of the property within the Park; and

WHEREAS, pursuant to and as explained in the Inducement Agreement, the County agreed to provide certain special source revenue financing to partially reimburse the Company for some of the Company’s costs of eligible and qualifying Infrastructure (as defined herein and in the Act) for the Projects further specified herein and in the Inducement Agreement; and

WHEREAS, by Ordinance No. 2018-003, duly enacted by the County Council on March 6, 2018, following a public hearing conducted on March 6, 2018, in compliance with the terms of the Act (as defined herein), the County Council of the County has duly authorized execution and delivery of this Agreement.

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

ARTICLE I

DEFINITIONS

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

“Act” shall mean, collectively, Chapters 1 and 29 of Title 4 and Chapter 44 of Title 12 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.

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

“Company” shall mean, collectively, OPPERMANN WEBBING, INC., a South Carolina corporation, and its successors and assigns.

“Cost” or “Cost of the Infrastructure” shall mean 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 and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the costs of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which costs are not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs of any kind which may be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

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

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

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

“Fee Agreement” shall mean that certain Fee in Lieu of Tax Agreement between Anderson County, South Carolina and OPPERMANN WEBBING, INC. dated as of March 1, 2018.

“Fee Payments” shall mean payments-in-lieu of taxes made by the Company with respect to the Project.

“Infrastructure” shall mean, with respect to the Project, (i) land purchase and grading, (ii) the buildings, roads, water and sewer facilities and other utilities serving the Project (to the extent not paid for with state, local or federal grants), (iii) all land, improvements, and fixtures attached to and so related to any of the property described in the foregoing clauses as to be considered an integral part of such property, and (iv) personal property, including machinery and equipment, all as used in the operation of the Project.

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

“Minimum Company Commitment” shall mean new investment of not less than Eight Million Nine Hundred Thousand Dollars (\$8,900,000) in the Project in the County and the creation of not less than seventy one (71) new jobs.

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

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

“Ordinance” shall mean Ordinance No. 2018-003 enacted by the County Council of the County on March 6, 2018, authorizing the execution and delivery of this Agreement.

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

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

“Project” shall mean the Company’s acquisition by construction or purchase of certain land, buildings, equipment, furnishings, structures, fixtures, appurtenances and other materials for manufacturing operations within the County and placed in service during the Initial Investment Period or the Extended Investment Period (as both terms are defined in the Fee Agreement).

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

proper action by the County Council of the County, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

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

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

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

(e) 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 knowledge of the undersigned representatives 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 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 knowledge of the undersigned representatives of the County is there any basis therefor.

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

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

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

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

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

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

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

SECTION 2.03. Covenants of the County.

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

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments 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 Company. Pursuant to the Inducement Agreement, the Company agrees to achieve the Minimum Company Commitment within three (3) years of the end of the calendar year in which the Fee Agreement was dated.

ARTICLE III

INFRASTRUCTURE CREDITS

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

SECTION 3.02. Special Source Revenue Credits.

(a) Commencing with the first Fee Payment by the Company due with respect to the Project after the date of this Agreement, and continuing for four (4) annual Fee Payments thereafter (for a total of Five (5) annual Fee Payments), the County shall hereby provide an Infrastructure Credit (the "Credits") of forty percent (40%) of the Net Fee Payments made by the Company on behalf of the Project, pursuant to the Park Agreement; and then, for the next five (5) annual Fee Payments thereafter, the County shall hereby provide an Infrastructure Credit of thirty percent (30%) of the Net Fee Payments made by the Company on behalf of the Project; further, if the Company has any building, land, or machinery and equipment which is not subject to a FILOT or MCIP Agreement and which is currently being taxed using a ten and a half percent (10.5%) assessment ratio, the County will provide a forty percent (40%) Infrastructure Credit for twenty (20) years (the "Additional Credit")(but no combination of statutory manufacturing abatement, new (2017) nine percent (9%) statutory manufacturer's tax relief, and Additional Credit for such building, land, or machinery and equipment described in this clause shall exceed a total of 40% of tax (fee) payments for such property), all subject to the following limitations and requirements: (1) as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Infrastructure Credits received by the Company, (2) once the Company has realized and received the Infrastructure Credits for a total of ten (10) annual fee payments, the Infrastructure Credits provided hereunder shall end. THIS AGREEMENT AND THE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA

CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS FULL FAITH, CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE CREDITS.

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

(c) Further, if the Company fails to complete the Minimum Company Commitment, then the Credits described in Section 3.02(a) shall each automatically be reduced to twenty percent (20%) for the remaining terms of such Credits. However, should the Company complete the Minimum Company Commitment by the end of the fourth tax year following the end of the year in which Project Property is first placed in service, then the Credits will each be reinstated, prospectively, for the remainder of their respective terms, but no already forfeited Credit will be reinstated thereby.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

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

SECTION 4.02. Transfer of Project. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law and the provisions of the Fee 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 Credits to the Company's 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 Company, (b) such assignment is consummated in accordance with the provisions of the Fee

Agreement and (c) the County consents to the assignment of the Infrastructure Credits which said consent shall not be unreasonably withheld..

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

ARTICLE V

SECURITY INTEREST

SECTION 5.01. Creation of Security Interest. To the extent permitted by law, the County hereby grants to the Company a first priority lien and security interest in and to the Net Fee Payments for performance by the County of its obligations under this Agreement, but only to the extent of the County's obligations under this Agreement.

SECTION 5.02. Obligations Secured. The security interest herein granted shall secure all obligations of the County to the Company under this Agreement.

ARTICLE VI

DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default. If the County or Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement, which failure shall continue for a period of thirty (30) days after written notice by the non-breaching party specifying the failure and requesting that it be remedied is given via first-class mail, the County or Company (as the case may be) shall be in default under this Agreement (an "Event of Default").

SECTION 6.02. Legal Proceedings by County or Company. Upon the happening and continuance of an Event of Default, then and in every such case the Company or County (as the case may be) in their discretion may:

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

(b) bring suit upon this Agreement;

(c) by action or suit in equity require the breaching party to account as if the breaching party were the trustee of an express trust for the non-breaching party;

(d) exercise any or all rights and remedies provided by the Uniform Commercial Code in effect in the State of South Carolina, or any applicable law, as well as all other rights and remedies possessed by the non-breaching party; or

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

SECTION 6.03 Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 6.04. Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein; and every power and remedy given by this Article VI to the Company may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, and for the benefit of, the County, shall, to the extent permitted by law, bind and inure to the benefit of the successors of the County from time to time, and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County shall be transferred.

SECTION 7.02. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company, any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 7.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provision had not been contained herein or therein. Further, if the Infrastructure Credits are held to be illegal or invalid, to the extent permitted by law and at the sole expense of the Company, the County agrees to make a commercially reasonable effort to issue a special source revenue bond in place of the Infrastructure Credits provided for herein, such special source revenue bond upon such terms and conditions which are acceptable to both the Company and the County to provide for the same

economic benefit to the Company which would otherwise be enjoyed by the Company for the duration of the Infrastructure Credits provided, further, the Company shall be the purchaser of any such special source revenue bond.

SECTION 7.04 No Liability for Personnel of County or Company.

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

SECTION 7.05 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: Rusty Burns, 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

As to the Company:

OPPERMANN WEBBING, INC.
Attn: Roland Hossli
129 Hollow Drive
Piedmont, SC 29673

As to the Sponsor Affiliate:

Wilson, Inc. of Piedmont, SC
Attn: Angela W. Boggs
P.O. Box 219
Piedmont, SC 29673

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

SECTION 7.06. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 7.07. 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 7.08. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 7.09. 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 7.10. Termination; Defaulted Payments. This Agreement shall terminate on the date upon which all Infrastructure Credits due to the Company hereunder have been so credited; provided, however, in the event the County or the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the County or the Company, respectively, until the amount in default shall have been fully paid.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the Chairman of its County Council and County Administrator and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council, and the Company has 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:

Robert T. Dunn, Chairman
Anderson County Council
Anderson County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Anderson County, South Carolina

OPPERMANN WEBBING, INC.

By: _____

Its: _____

Sponsor Affiliate
Wilson, Inc. of Piedmont SC

By: _____

Its: _____

FEE IN LIEU OF TAX AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA

and

**OPPERMANN WEBBING, INC.
AND
WILSON, INC. OF PIEDMONT SC**

Dated as of March 1, 2018

FEE IN LIEU OF TAX AGREEMENT

This FEE IN LIEU OF TAX AGREEMENT (this "Agreement") is dated as of March 1, 2018 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 OPPERMANN WEBBING, INC. (the "Company"), a South Carolina corporation, along with one or more Sponsor Affiliates (initially just Wilson, Inc. of Piedmont SC) (together with the Company, collectively referred to herein as the "Company" or "OPPERMANN WEBBING, INC.>").

WITNESSETH:

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

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

WHEREAS, OPPERMANN WEBBING, INC. (the "Company"), a South Carolina corporation, along with one or more Sponsor Affiliates (initially, just Wilson, Inc. of Piedmont SC) (together with the Company, collectively referred to herein as the "Company" or "OPPERMANN WEBBING, INC.") is considering acquiring by construction or purchase certain land, buildings, furnishings, fixtures, machinery, apparatus, and equipment, for the expansion of a manufacturing facility in the County (the "Project"), which will result in the investment of an expected Ten Million Dollars (\$10,000,000) (but not less than Eight Million Nine Hundred Thousand Dollars (\$8,900,000)) or more in new investment in the County, of which not less than the statutory minimum investment (some of which may be ordinary taxable property), will be invested during the Initial Investment Period (as that term is defined below), and all of which, to the extent permitted by the Act, would be subject to the fee-in-lieu-of-tax addressed by this Agreement, all within the

meaning of the Act, and the creation of an expected seventy one (71) or more new, full-time jobs, during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired (January 1, 2017) and ending five (5) years after the last day of the property tax year (expected to be 2018) during which the Project is first placed in service (the “Initial Investment Period”); and

WHEREAS, the Company is already a major investor and employer in the County; and

WHEREAS, the Company has long been an exemplary corporate citizen of the County, providing solid employment opportunities for many County residents including special populations, engaging in community improving activities, and continuing to invest in the community; and

WHEREAS, the County has determined that the Project would be aided by the availability of the assistance which the County might render through (1) the acquisition of the Project from the Company and the leasing of the Project to the Company pursuant to one or more lease agreements (each a “Lease Agreement”) or, alternatively, entering into a fee-in-lieu of tax agreement (“Fee Agreement”) with the Company with respect to the Project, under and pursuant to the Act (notwithstanding any other provision hereof, or any other agreement between the County and Company, including but not limited to, the Inducement Agreement (defined below), it is understood and agreed between the County and the Company that the possible use of a Lease Agreement to document and implement the new fee-in-lieu-of-tax arrangement for the Project, as described herein, refers to and would become applicable only in the event that a court of competent jurisdiction rules the provisions of Chapter 44 of Title 12 of the Code unconstitutional, invalid, or otherwise unenforceable); (2) the incentive of a negotiated fee -in-lieu of ad valorem taxes (a “FILOT”) as authorized by the Act; (3) the inclusion of the Project and the other real and personal property of the Company located at the Project site(s) in the County, 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 “Multi-County Industrial and Business Park” or “MCIP”); (4) the granting by the County to the Company 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 for economic development infrastructure serving the County; and (5) the extension of the Initial Investment Period for an additional five (5) years for investments in the Project in excess of the expected Ten Million Dollars (\$10,000,000) (but not less than Eight Million Nine Hundred Thousand Dollars (\$8,900,000)) investment provided by the Project during the Initial Investment Period (the “Extended Investment Period”); and, that the inducement will, to a great degree of certainty, result in the acquisition and construction of the Project in the County; and

WHEREAS, the County has given due consideration to the economic development impact of the Project, has found that the Project and the 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 Project would directly and indirectly benefit the general public welfare and serve a public purpose of the County by providing services, employment, recreation, promotion of tourism, or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality, or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e.,

economic development and welfare, creation of jobs, promotion of tourism, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the cost; and, has agreed to effect the issuance, execution and delivery of this Fee Agreement, pursuant to ordinance of the County Council, and on the terms and conditions hereafter 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.

“*Act*” shall mean Title 12, Chapter 44 of the Code, as amended, and all future acts amendatory thereof. The Act is also known as the FILOT Simplification Act.

“*Administration Expenses*” shall mean the ordinary, reasonable, and necessary actual expenses including ordinary, actual, 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.

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

“*Authorized Company Representative*” shall mean any person or persons at the time designated to act on behalf of the Company by written certificate furnished to the County containing the specimen signature of each such person and signed on behalf of the Company by any person to whom the Company has delegated authority to administer this Agreement.

“*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, in accordance with Section 12-44-30(2) of the Act, December 31, 2018, the last day of the property tax year during which real or personal property comprising the Project is first placed in service.

“*Company*” shall mean OPPERMANN WEBBING, INC., a South Carolina corporation, 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 and any Sponsor Affiliate 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 real and personal property and any infrastructure improvements, 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 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) or 12-44-40(C) of the Code.

“*Equipment*” shall mean all machinery, equipment, furnishings, and other personal property acquired by the Company and installed 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 January 1, 2024 and ending December 31, 2028 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.

“Inducement Agreement” shall mean that certain Inducement Agreement and Millage Rate Agreement by and between the County and the Company dated as of December 19, 2017.

“Infrastructure Credit” shall mean that certain credit, or credits, pursuant to Sections 4-1-175, 4-29-68, and 12-44-70 of the Code, against the Company’s FILOT liability, as set forth in the Infrastructure Financing Agreement.

“Infrastructure Financing Agreement” shall mean that agreement, dated as of March 1, 2018, between the County and the Company, granting the Company a credit against its FILOT liability to the County, pursuant to Sections 4-1-175, 4-29-68, and 12-44-70 of the Code.

“Initial Investment Period” shall mean the period beginning with the first day that real or personal property comprising the Project is acquired for the Project (although not placed in service) (January 1, 2017) and ending on December 31, 2023, 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 real or personal property comprising the Project is acquired (although not placed in service) (January 1, 2017) and ending December 31, 2028.

“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 qualifying for the 6% assessment ratio and the millage rate described in subsection 5.01(c) of the Agreement.

“Non-Economic Development Property” shall mean that portion of the Project consisting of: (i) property as to which the Company incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) property not placed in service during the Investment Period; (iii) Existing Property; and (iv) any other property which fails or ceases to qualify for Negotiated FILOT Payments pursuant to the Act.

“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 any portion of the Project substituted for Released Property pursuant to Section 5.01(e) hereof.

“Sponsor” and “Sponsor Affiliate” shall have the meanings ascribed to each by the Act.

“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 10.01 hereof.

“Threshold Date” shall mean December 31, 2023.

“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 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 South Carolina corporation; 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 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 expects to place in service the first phase of the Project during calendar year 2018, and to expend approximately Ten Million Dollars (\$10,000,000) (but not less than Eight Million Nine Hundred Thousand Dollars (\$8,900,000)) or more of investment for Costs of the Project and to create about seventy one (71) or more new, full-time jobs, all during the Initial 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, if necessary. 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, invalid or otherwise unenforceable 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 the Project to the Company pursuant to the Streamlined FILOT Act upon terms and conditions mutually agreeable to the County and the Company. 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 December 31 of the year in which such portion of the Project is placed in service. However, the County agrees that it will assist in efforts by the Company to have any such Economic Development Property included within the sale/leaseback arrangement under the Streamlined FILOT Act.

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 not less than an expected Ten Million Dollars (\$10,000,000) (but not less than Eight Million Nine Hundred Thousand Dollars (\$8,900,000)) or more investment in the County (including non-Economic Development Property), during the Initial 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 approves, pre-approves, and grants 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, if the Company invests the expected Ten Million Dollars (\$10,000,000) (but not less than Eight Million Nine Hundred Thousand Dollars (\$8,900,000)) in the Project during the Initial Investment Period. Accordingly, the total Investment Period shall end on December 31, 2028. However, this subsection (b) shall not alter the requirement that the Company invest not less than the minimum investment, stated above, total, in the Project, including Non-Economic Development Property, prior to the Threshold Date.

(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, or cause any other owner of the Project to keep and maintain its respective portion of 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 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").

(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 Company believes contain proprietary, confidential, or trade secret matters. To the extent permitted by law, the County shall conform, at the sole cost and expense of the Company, with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments.

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, 2020, 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 the sum of (i) with respect to any portion of the Project consisting of undeveloped land or Non-Economic Development Property for which the Company is obligated, by law or agreement, to pay taxes, a payment equal to the taxes that would otherwise be due on such undeveloped land or Non-Economic Development Property were it subject to *ad valorem* taxes; (ii) with respect to those portions of the Project (other than undeveloped land and Non-Economic Development Property) 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 are due or would otherwise be due on such property were it subject to *ad valorem* taxes, as the case may be, 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 the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes), (2) a fixed millage rate in effect for the Project site on June 30, 2017, which the parties hereto believe to be 308.5 mils, for all Project property, which millage rate shall remain fixed for the Term and (3) a fixed assessment ratio of 6%. Such fair market value must be that determined by the Department of Revenue, in accordance with the Act. The County specifically understands that the Act includes, and consents to the use by the Company, at the Company’s sole discretion, of the reassessment provisions now contained at Section 12-44-50(A)(1)(c)(i) of the Act. 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 legislation generally reducing the applicable minimum assessment ratio shall be enacted, the County shall, to the extent permitted by law, amend this Agreement to afford the Company the lowest assessment ratio permitted by law, if so approved by the County Council then in office. Moreover, 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 other than those already accrued.

(d) 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. To the extent that any Infrastructure Credit against FILOT Payments as provided under the IFA (defined below) is used as payment for personal property, including machinery and equipment, and the personal property is removed from the Project at any time during the life of the FILOT, the amount of the FILOT Payments due on the personal property for the year in which the personal property was removed from the Project also shall be due for the two years immediately following the removal.

(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) Should the Company not invest at least the minimum investment stated herein (Eight Million Nine Hundred Thousand Dollars (\$8,900,000)) in the Project in the timeframe provided (during the Initial Investment Period) and maintain at least that amount of investment (without regard to depreciation) in the Project during the term of the Special Source Revenue Credits described in this paragraph, the Company shall lose the benefit of some or all of the Special Source Infrastructure Credits (as defined in that certain Infrastructure Credit Agreement between the County and the Company dated as of March 1, 2018 (the "IFA")), as more fully detailed in the IFA.

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. Such expenses shall include, without limitation, the County's ordinary and reasonable actual fees for legal services related to the Project and the negotiation, authorization, and execution of the Fee Agreement, and the Infrastructure Financing Agreement, the Lease Agreement, the Inducement Agreement, and any other legal agreements or political procedural documents that may be necessary in connection therewith, not to exceed Five Thousand Dollars (\$5,000).

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 such rebuilding, repair or restoration thereof or pay any portion of the costs thereof including, without limitation, in the event any insurance proceeds are not sufficient to pay in full the costs of such rebuilding, repair or restoration, any costs in excess of the amount of said proceeds. The Company shall not by reason of any such damages or destruction or the payment of any excess costs be entitled to any reimbursement from the County or, except as set forth in Section 7.03 hereof, 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 and the Act.

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 Company covenants 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. Subject to the Transfer Provisions, the Company may permit one or more other Persons 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 as well as the members of its governing body, its employees, officers and agents 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, and, Company further, shall indemnify and save the County harmless against and from all claims arising 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 or the Infrastructure Financing 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, sublessee or subcompany of Company, or of any agents, contractors, servants, employees or licensees of any assignee, sublessee 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, including, without limitation, ordinary and reasonable, actual, attorney's fees, and upon notice from the County, Company shall defend it in any such action, prosecution or proceeding with counsel acceptable to the County, approval of whom shall not unreasonably be withheld by the County.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its agents, officers, employees or governing body members, shall not incur pecuniary liability by reason of the terms of this Agreement or the Infrastructure Financing Agreement, or the undertakings required of the County thereunder, by reason of the performance of any act requested of it by the Company, or by reason of the County's ownership of the Project (if so owned), the operation of the Project 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 employees or governing body members 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, including, without limitation, ordinary and reasonable, actual, attorney's fees, and upon notice, the Company shall defend them in any such action or proceeding with counsel acceptable to the County, approval of whom shall not unreasonably be withheld by 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.

SECTION 8.06. INSURANCE COVENANTS. If the Company is required to utilize a Lease Agreement, as described herein, the Company will provide insurance coverage for the Project in the types and amounts acceptable to the County, whose approval thereof will not be unreasonably withheld. More specifically, the Company will, and to the extent there are any other owners of the Project, will cause such owners, to the extent of their respective portion of the Project, to: (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company, and will carry public liability insurance covering personal injury, death or property damage with respect to the Project; or (ii) self-insure with respect to such risks in the same manner as it does with respect to similar property owned by the Company; or (iii) maintain a combination of insurance coverage and self-insurance as to such risks.

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.

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 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, at the sole cost and expense of the Company, to execute such agreements, documents, and instruments, in form and substance agreeable to the County and the Company, 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 therefore, upon advice of legal counsel.

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 defaulted FILOT payments, 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 shall 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, Administration Expenses or indemnification required hereunder, 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 use best, commercially reasonable efforts to cure the same.

SECTION 11.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default and without limiting any other remedy or right which the County might have at law or in equity,, 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 all payments due hereunder including, without limitation, any such FILOT payments, payments of Administration Expenses or indemnification payments;

(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; third, to pay any indemnification amounts owed to the County hereunder; fourth, to pay the FILOT; and fifth, to pay any other amount due to the County under this Agreement.

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: Rusty Burns, 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

- (b) As to Company:

OPPERMANN WEBBING, INC.
Attn: Roland Hossli
129 Hollow Drive
Piedmont, SC 29673

- (c) As to Sponsor Affiliate:
Ms. Angela Wilson Boggs
Wilson, Inc. of Piedmont SC
P.O. Box 219
Piedmont, SC 29673

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.

(signatures on following pages)

ANDERSON COUNTY, SOUTH CAROLINA

By: _____

Robert T. Dunn, Chairman
Anderson County Council
Anderson County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Anderson County, South Carolina

OPPERMANN WEBBING, INC.

BY: _____

NAME: _____

ITS: _____

**SPONSOR AFFILIATE
WILSON, INC. OF PIEDMONT SC**

BY: _____

NAME: _____

ITS: _____

EXHIBIT “A”

LAND DESCRIPTION

OPPERMANN WEBBING, INC. Project Site property – Anderson County TMS :

- (a) 150,000 square foot building addition on portions of
TMS No. 216-00-11-004 and TMS No. 216-00-11-017
- (b) Parking lot expansion on a portion of TMS No. 216-00-11-019

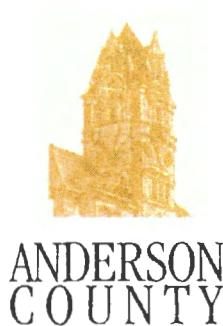
Cheddar Community Meeting on Issues in the Area

January 30, 2018

Residents' Complaints

*Review for
2/27 meeting*

- Anderson Regional Landfill Runs 24 hours a day.
- Host Fee should all go to Cheddar Community in Belton.
- Foundation of the Big Creek Road was not correctly installed due to mud and soft ground during construction.
- Residents want Big Creek Road repaved.
- Allied Waste and Waste Connection are the same company.
- Residents request no trucks on Murphy Rd.
- 710 Rector Rd. has water coming onto the property per resident Milton Brown due to Rector Rd. needing to be fixed.
- Intersection of Cannon Bottom Rd. and Big Creek Rd. is dangerous due to sight distance.
- 1335 Big Creek Rd. – Trucks coming non Stop, Smell of the Landfill, Massachusetts tags on
- Trucks and speeding vehicles.
- All trash companies are with organized crime.
- Need Sheriff's Department to place Deputy on Big Creek Rd. from 7am to 8am, 3pm to 4pm and 5 to 6pm due to excessive speeding. It is very dangerous. School Students and workers from the Steam Plant.
- Trucks leaving on Rector Rd. to Big Creek Rd. are running the stop sign. Want speed bumps or something.
- Trucks coming in after hours of operation of the landfill
- Truck came into landfill at 7:00pm.
- Large amount of truck traffic.
- List of Disciplinary Actions for trucks and companies. (1st time warning, 2nd time kicked out of landfill.)
- Check on Tire Wash at Landfill. Is it working?
- Surge coming off of tires when leaving landfill.
- Fuel Trucks coming on Crawford Dr.
- Was dynamite ever used at the landfill?
- Buzzards and Seagulls
- Verify weights of the trucks at the landfill.
- Cut taxes on property around the landfill. Reassess the property due to landfill, fuel tanks and steam plant.
- Homeowner on Big Creek Rd. stated sheet rock cracking in house due to trucks.
- Need mufflers on generators and walls around generators to muffle loudness.
- Landfill should donate money to the Cheddar Fire Department.
- Kinder Morgan should donate more money to the Cheddar Fire Department
- Check on water taps for Compton Rd. and Gerald Simmons.
- Transport police needs to be checking on overweight trucks.
- Litter needs to be picked up every day on Big Creek Rd.
- Environmental Enforcement needs to be on Big Creek and Broadway School Rd. more often.
- Landfill- need to cover trash with dirt everyday but do not use the tarp system.
- Use Host Fee to pay for another officer.
- Not enough speed limit signs and Kids at Play signs in the area.
- No guardrails on the road at the creek on Big Creek Rd.



AGENDA
Planning and Public Works Committee Meeting
Tuesday, February 27, 2018 at 12:00 pm
Anderson Historic Courthouse
3rd Floor Council Conference Room
101 South Main Street, Anderson, South Carolina 29622

M. Cindy Wilson, Presiding

Planning/Public Works Committee

Consisting of three members of Council, functions as a review, oversight and advisory body of subdivision regulations, building and other regulatory codes, the zoning ordinance, transportation, rights of way, building and grounds, licenses and business regulations, community development, and housing authority programs, public works department, and other matters thereto.

Tommy Dunn
Chairman
Council District 5

Ray Graham
Vice Chairman
Council District 3

Craig Wooten
Council District 1

Gracie S. Floyd
Council District 2

Thomas F. Allen
Council District 4

Ken Waters
Council District 6

M. Cindy Wilson
Council District 7

Lacey A. Croegaert
Clerk to Council

Rusty Burns
County Administrator

1. Call to Order: Chairman M. Cindy Wilson
2. Invocation and Pledge: Mr. Craig Wooten
3. Stormwater/ Building and Codes issues, concerns, possible solutions with discussion of proposed ordinance revision including enforcement measures
Mr. Jonathan Batson
4. Report from Planning Department on petitions to request zoning referendums in Concrete and Powdersville Precincts
Mr. Michael Foreman
5. Review Anderson County Real Estate Holding for Buildings/Land
6. New Business
7. Citizens Comments
8. Adjournment

Committee Members: M. Cindy Wilson, Chair
Honorable Craig Wooten
Honorable Ken Waters

Brittany D. McAbee

From: Kiri Fellabaum <kfellabaum@ourpsg.com>
Sent: Monday, March 13, 2017 9:38 AM
To: Brittany D. McAbee
Cc: Kiri Fellabaum
Subject: RE: Omega Phase II

Hi Brittany,

Thank you so much for the information DHEC was going to be my last call after trying local avenues.

The information regarding the pond (170-03-01-032) is helpful, is there a public copy of the maintenance agreement somewhere?

In the plans that you provided, SHEET C-1A, a Detention pond is located at the back of my lot (#22) and also reflects a soil stockpile area with a silt fence (actually on Lot #23). Also noted is "Contractor to ensure existing drainage ditch flows into proposed pond" and there is a note in the center of the Detention pond the says "refer to XXXX" --I cannot make out what this section is actually referring to. With reference to the above, I have the following questions:

- There is no soil stockpile area or silt fence on Lot #23. This lot has been sold and built. Was this area supposed to be temporary?
- Although the drainage ditch on my property line leads to the Detention pond, there is a hump at the end of the ditch. So even if the water did flow properly into the ditch, it would stop at the entrance to the Detention pond until it built up enough flow to overflow the hump. Who is responsible for creating/maintaining this?
- The water doesn't actually flow into the drainage ditch along my property because there are no ditches (Culverts? Trenches?) to guide the water from the empty lots across the street towards the drain that runs under the road. The water runs through the lots, across the road, and follows the slope of my yard into my leach field/septic area. Who is responsible for the proper grading of those lots and the drainage ditch leading to the Detention pond so that the storm water does not flow into my septic? We have had to have our 1500 gal septic tank pumped twice since 10/2015 and we are two adults and one toddler.
- What does the note in the plan "refer to XXX" actually say? What is it referring to?

Referencing SHEET C-4, this reflects a 8' drainage easement on each side of the road and specifies residential standards for ditches. Who is responsible for establishing and maintain this drainage? Should this currently be in place?

I know I have a lot of questions. Thank you for taking the time to help me work though this!
Thank you.

Kiri Fellabaum, SPHR, SHRM-SCP

Director of Corporate Operations



O: 202-870-5592, ext 107
C: 443-889-0919
F: 202-870-5528
1101 17th Street NW, Suite 610
Washington, DC 20036
www.ourpsg.com

From: Brittany D. McAbee [mailto:bdmcabee@andersoncountysc.org]
Sent: Monday, March 13, 2017 8:40 AM
To: Kiri Fellabaum
Subject: RE: Omega Phase II

Kiri,
After doing some research, it appears that Phase I may have been permitted by SC DHEC in Columbia, SC. You could attempt to contact them at 803-898-3544 for more information that they may or may not have. It appears we mainly permitted the eastern side of the subdivision, and the road your property is on was already built. The pond needs to be maintained, and Thom Craft signed the maintenance agreement and is responsible for doing so. I hope this has helped a bit. Please feel free to contact me if you have any additional questions. Thank you!

Brittany McAbee
Stormwater Administrative Assistant
731 Michelin Blvd
Anderson, SC 29626
bdmcabee@andersoncountysc.org
Phone: 864-716-3620
Fax: 864-260-1002

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[YourGOV for Android](#)

From: Kiri Fellabaum [mailto:kfellabaum@ourpsg.com]
Sent: Wednesday, March 08, 2017 4:30 PM
To: Brittany D. McAbee
Cc: Kiri Fellabaum
Subject: RE: Omega Phase II

Hi Brittany,

My address is 1013 Omega Farms Lane Williamston, SC 29697 and I am the owner of lot #22. I am looking for the Phase I information on Omega Farms and any information you can provide about the retention/detention pond that is partially located on my lot. It is not reflected on our plat map for taxes and no easements are listed either. All of the documentation I have says Phase I.

Any information you can provide is greatly appreciated. I can be reached at this email or at 443-889-0919.

Thank you.

Kiri Fellabaum, SPHR, SHRM-SCP

Director of Corporate Operations



From: Brittany D. McAbee [mailto:bdmcabee@andersoncountysc.org]

Sent: Wednesday, March 8, 2017 4:19 PM

To: kfellabaum@ourpsg.com

Subject: Omega Phase II

Task ID	Activity	Due Date	Department	Address	WO#
242102 X	STW Construction		5613 Stormwater	1,013 OMEGA FARMS LN	
Objective Investigate permanent stormwater features to determine if installed correctly			Notes 2/8/2018. Determined one grass swale not adequately sized and another absent. Sending notice to original developer to correctly install permanent swales. AK		
242103 X	STW Construction		5613 Stormwater	1,017 OMEGA FARMS LN	
Objective Address Omega Farms Complaints			Notes 2/9/2018. returned emails and calls to residents on side of development with flooding concerns due to natural contours of land. Informed them that the developer is not responsible for these matters. They should consult home builder for a solution or seek civil action. AK		

Request Information

	Request 33155	Status Open	Priority Medium	Due Date	Issue Drainage Issue
	Description Excessive muddy water when it rains. Drainage paths being blocked by home construction and debris/sediment from lots under construction. The stormwater detention pond stays dry when it rains but the farm pond is being muddied when it rains.				
	Location		City	Locator Address	
	1,017 OMEGA FARMS LN		William...	1,017	OMEGA FARMS LN WILLIA...
	Location Description				
Owner Alex Kostik		Department 5613 Stormwater		Entered By jbatson Entry Date 2/5/2018, 9:54:48 AM	

Requester Logs

Full Name	Street	Unit	City	Phone	Email Address
Kiri Fellabaum	1013 OMEGA FARMS LN		Williamston	443-889-0919	
Her septic tank fills with water from the amount of runoff. The grassed swales through her property are sized incorrectly. We are pursuing the developer and Meritage to correct the swales. She is working with Meritage Homes regarding the septic tank.					
Mike Vinson	1028 OMEGA FARMS LN		Williamston	864-802-8686	
He is experiencing a flooded finished basement. He is aware that he will need to pursue Meritage Homes but wanted to inform us since he was aware that we are investigating the various complaints.					
Bill Spano	1040 OMEGA FARMS LN		Williamston	864-420-3918	
2/5/2018, 9:44:21 AM					
Reports that muddy water is entering farm pond. He is distressed about the water conveyance throughout the subdivision and the claim that Meritage Homes is violating the subdivision covenant. We have responded to Diane L. Andersen regarding his situation.					

Task ID	Activity	Due Date	Department	Address	WO#
241088 X	STW Construction		5613 Stormwater	1,017 OMEGA FARMS LN	
Objective Investigate Complaint			Notes 2/5/2018. Determined Meritage homes had no individual lot controls and filled in a road side ditch. 2/6/2018 Sent Meritage an NTC to install lot controls and repair ditch. Follow up in 2 weeks upon receipt of letter. AK		

Brittany D. McAbee

From: Alex P. Kostik
Sent: Friday, February 09, 2018 7:44 AM
To: 'Kiri Fellabaum'
Subject: RE: Omega Farms Storm Water

Ms. Fellabaum,

As for the grassed swale draining the road side culvert through your property to the basin and the swale that is supposed to drain the water from the county road to the basin , we intend to pursue the developer via a certified letter requesting he installs/repairs the permanent grassed swales as per the original approved plan design specifications. This however may take some time to navigate depending on the developers response to us. I just wanted to keep you informed so you were aware that we are trying to reach an adequate solution. If you have any additional questions or concerns please let me know.

Thank you

Alex Kostik, Stormwater Inspector



O: 864.716.3620
F: 864.260.1002
apkostik@andersoncountysc.org

Anderson County Stormwater
731 Michelin Blvd
Anderson, SC 29626

From: Kiri Fellabaum [<mailto:kfellabaum@ourpsg.com>]
Sent: Tuesday, February 06, 2018 8:44 AM
To: Alex P. Kostik
Cc: 'Kiri Fellabaum'
Subject: Omega Farms Storm Water

Hi Alex,

I have attached two representative pictures --although the community has had issues prior to us moving here two years ago. I do have pictures from Sunday 02.04.2018, but they probably look similar to the ones already provided by my neighbor.

After you last came out, Meritage did clean out the pipe under the road and widened the ditch leading to the retention pond. However even a small amount of rain will overwhelm

and bypass the ditch. The recent construction on Bellmare Way seems to have contributed additional water to the already inadequate "system" currently in place.

1 – 10.23.2017

2 – 12.20.2017

I am actively trying to resolve my own serious septic issues with Meritage (septic full of run-off water 3x and pumped out in less than 2 years and currently full again) and don't want to negatively impact those resolutions, however I am happy to answer any questions you might have for the good of the community.

I can be reached most easily at this email address or directly at 443-889-0919.

Thank you,

Kiri

Kiri Fellabaum, SPHR, SHRM-SCP

Director of Corporate Operations



Brittany D. McAbee

From: Alex P. Kostik
Sent: Friday, February 09, 2018 7:40 AM
To: Diana L. Andersen
Subject: RE: Omega Farms Update

Ms. Anderson,

Sorry for the delayed response. The owner(s) would need to seek relief from the builder. I would recommend you all review any contract documents and warranties you have with the builder that might deal with such an issue. A civil action would be the only recourse if you all can't reach an adequate solution.

Thank you

Alex Kostik, Stormwater Inspector



O: 864.716.3620
F: 864.260.1002
apkostik@andersoncountysc.org

Anderson County Stormwater
731 Michelin Blvd
Anderson, SC 29626

From: Diana L. Andersen
Sent: Wednesday, February 07, 2018 8:52 AM
To: Alex P. Kostik
Subject: RE: Omega Farms Update

Alex,

Thank you for the information. In regards to the natural contours of the site being left as is by the developer for the individual home builders/owners to deal with, when a home is platted and the natural contour is disturbed, doesn't the builder have some responsibility? And to whom or how would they be held accountable?

Diana

From: Alex P. Kostik
Sent: Tuesday, February 06, 2018 3:48 PM
To: Diana L. Andersen
Subject: Omega Farms Update

Ms. Anderson

We issued a notice via certified mail to Meritage homes for all lots to install sediment controls per the approved plan. Also to clean out the roadside ditch that they filled in to access the one lot. As for the issues of water conveying through the front and back yards (Including yours) that has always been the site's natural drainage pattern. Meaning the natural contours of the site were left as-is by the developer for the individual home builders/owners to deal with.

Sediment controls should help with sediment transport, however even with controls in place the water will have an orange color to it until the homes sites are finished and grassed. We are continuing to look into the issues regarding the swale draining the roadside culverts into the basin.

Thank you

Alex Kostik, Stormwater Inspector



O: 864.716.3620

F: 864.260.1002

apkostik@andersoncountysc.org

Anderson County Stormwater
731 Michelin Blvd
Anderson, SC 29626

Brittany D. McAbee

From: Alex P. Kostik
Sent: Tuesday, February 13, 2018 3:13 PM
To: josh.mangan@meritagehomes.com
Cc: Jonathan Batson; Brittany D. McAbee
Subject: Omega Farms Individual Lot NTC Letter
Attachments: OmegaFarms_Meritage_2018_2_6.pdf; 8.jpg; 9.jpg

As per our phone conversation please see the attached letter and let me know if you have any questions or concerns. A note on the roadside ditch being filled in, this positive drainage issue continues to where it goes under the road into lot 17s yard. It appears from residents' concerns that this swale may have been reworked during home building/septic install and now water is bypassing the swale and discharging into the farm pond behind the site (pics of swale attached). We need this swale reinstalled to the approved specifications and allow positive drainage to the basin.

Thank you

Alex Kostik, Stormwater Inspector



O: 864.716.3620
F: 864.260.1002
apkostik@andersoncountysc.org

Anderson County Stormwater
731 Michelin Blvd
Anderson, SC 29626



STORMWATER MANAGEMENT

Tuesday, February 06, 2018

Meritage Homes

1200 Woodruff Road
Suite C-6
Greenville SC

CERTIFIED MAIL RETURN RECEIPT REQUESTED

70012510000301592338

Notice to Comply

Omega Farms Subdivision Meritage Homes Individual Lots

TMS #'s 1700301013, 1700301004, 1700301005, 1700301003, 1700301007, 1700301008,
1700301009, 1700301010, 1700301011, 1700301025.

Anderson County

To Whom It May Concern:

Be advised that based on a recent inspection on 2/6/2018. Anderson County has determined that the sediment and erosion control measures are not being installed of properly implemented. The following deficiencies were observed:

- No individual lot controls have been installed as per the original approved plans for the development. Please see the attached detail to this letter of the required individual lot controls that need to be installed on all disturbed individual lots at the Omega Farms Subdivision.
- Lot 13, TMS# 1700301013, has filled in the roadside ditch causing water to bypass the storm drain system. Please remove all fill and material from this ditch and provide positive drainage to the stormwater basin as per the original approved plans.

You are hereby requested to cease and desist any land disturbing activity, other than the installation and maintenance of stormwater, sediment and erosion control measures as per the original approved lot control detail (attached).

In accordance to Sec. 38-528, we are requesting, by copy of this letter, that local, state or federal agencies refrain from issuance of further permits of any manner, including but not limited to septic and or Certificates of Occupancy, until the above has been remedied.

PUBLIC WORKS DIVISION

O: 864-716-3620 | F: 864-260-1002
731 Michelin Boulevard
Anderson, South Carolina 29626



STORMWATER MANAGEMENT PAGE 2

The above noted violations should be addressed or corrected on or no later than 2/20/2018. The above items must be satisfactorily addressed by that time. Failure to satisfactorily address the deficiencies may result in an enforcement action by Anderson County.

Please respond within three (3) working days to this office: Anderson County Stormwater Department, 731 Michelin Blvd, Anderson, SC 29626, or you may call (864) 716-3620 with a time frame to bring this project into compliance. In order to lift a cease and desist, the owner will need to request a compliance inspection from the Anderson County Stormwater Department after making all the requested corrections. Failure to comply may subject you to enforcement actions by the County with associated civil penalties.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alex P. Kostik".

Alex P. Kostik | Stormwater Inspector

CC: Holt Hopkins | Director of Public Works
Jon Batson | Stormwater Manager
Chip Polk | Stormwater Plan Review and Permitting
Alesia Hunter | Development Standards
Barry Holcombe | Building and Codes
Matt Hogan | Roads and Bridges
Thulasi Vinayagam | Roads and Bridges
Bill Rutledge | Roads and Bridges
Paul Wilkie | DHEC
Chris McCluskey | DHEC

PUBLIC WORKS DIVISION

O: 864-716-3620 | F: 864-260-1002
731 Michelin Boulevard
Anderson, South Carolina 29626



STORMWATER MANAGEMENT PAGE 3



Individual Lot Controls needed, see attached detail from original approved plans.

PUBLIC WORKS DIVISION

O: 864-716-3620 | F: 864-260-1002
731 Michelin Boulevard
Anderson, South Carolina 29626



STORMWATER MANAGEMENT PAGE 4



Remove ditch fill and provide positive drainage to stormwater basin

PUBLIC WORKS DIVISION

O: 864-716-3620 | F: 864-260-1002
731 Michelin Boulevard
Anderson, South Carolina 29626



STORMWATER MANAGEMENT PAGE 5



Individual Lot Controls needed, see attached detail from original approved plans.

PUBLIC WORKS DIVISION

O: 864-716-3620 | F: 864-260-1002
731 Michelin Boulevard
Anderson, South Carolina 29626



STORMWATER MANAGEMENT PAGE 6



Individual Lot Controls needed, see attached detail from original approved plans.

PUBLIC WORKS DIVISION

O: 864-716-3620 | F: 864-260-1002
731 Michelin Boulevard
Anderson, South Carolina 29626



STORMWATER MANAGEMENT PAGE 7



Individual Lot Controls needed, see attached detail from original approved plans.

PUBLIC WORKS DIVISION

O: 864-716-3620 | F: 864-260-1002
731 Michelin Boulevard
Anderson, South Carolina 29626



STORMWATER MANAGEMENT PAGE 8



Individual Lot Controls needed, see attached detail from original approved plans.

PUBLIC WORKS DIVISION

O: 864-716-3620 | F: 864-260-1002
731 Michelin Boulevard
Anderson, South Carolina 29626



STORMWATER MANAGEMENT PAGE 9



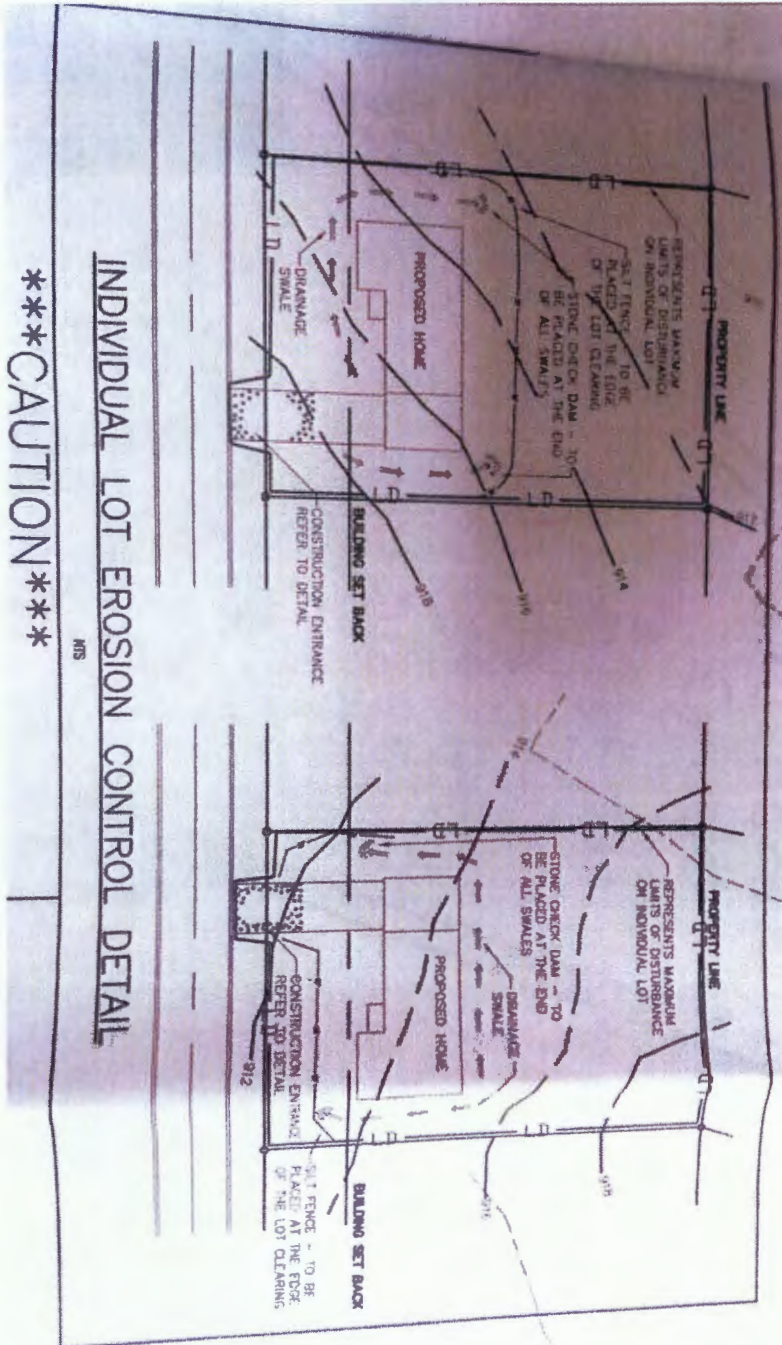
Individual Lot Controls needed, see attached detail from original approved plans.

PUBLIC WORKS DIVISION

O: 864-716-3620 | F: 864-260-1002
731 Michelin Boulevard
Anderson, South Carolina 29626



STORMWATER MANAGEMENT PAGE 10



INDIVIDUAL LOT EROSION CONTROL DETAIL
CAUTION

CONT.
REFE
SPOI
REFE
STO
REF

PUBLIC WORKS DIVISION

O: 864-716-3620 | F: 864-260-1002
731 Michelin Boulevard
Anderson, South Carolina 29626



12.

Large Photographs available. Please advise if you have not seen and we can get them to you.



FINANCE COMMITTEE AGENDA

Committee Members:

The Honorable Ken Waters, Chairman

The Honorable M. Cindy Wilson

The Honorable Ray Graham

Monday, March 5, 2018 - 1:30 p.m.

Historic Courthouse

Administrator's Conference Room - Second Floor

Chairman Ken Waters, Presiding

- | | |
|---|---------------------------|
| 1. Call to Order | Chairman Waters |
| 2. Invocation and Pledge of Allegiance | Honorable M. Cindy Wilson |
| 3. Grant-Community Development Block Grant-Sandy Springs | Mr. Rusty Burns |
| 4. Capital | |
| a. Bid # 18-043 (2) Agricultural Cab 2WD Type Tractor
With Tiger Side Mower Attachment | Mr. Robert Carroll |
| b. Mower-Building & Grounds | Mr. Joseph Stone |
| 5. MOA between SC DHEC & AC Environmental Enforcement | Mr. Rusty Burns |
| 6. Amendment to Supplemental Budget Ordinance | Ms. Rita Davis |
| 7. Executive Session-Potential Land Contract | Mr. Rusty Burns |
| 8. Citizens Comments | |
| 9. Adjournment | |

Tommy Dunn
Chairman, District 5

Craig Woolfen
Council District 1

Tom Allen
Council District 4

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Ray Graham
V. Chairman, District 3

Gracie Floyd
Council District 2

Ken Waters
Council District 6

Lacey Croegaert
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



FINANCE COMMITTEE AGENDA

Committee Members:

The Honorable Ken Waters, Chairman
The Honorable M. Cindy Wilson
The Honorable Ray Graham

SUMMARY OF FC AGENDA ITEMS

ANDERSON COUNTY FINANCE COMMITTEE MEETING

March 5, 2018 1:30 p.m.

Historic Courthouse – Administrator's Conference Room - Second Floor

Chairman Waters – Presiding

3. Grant-Community Development Block Grant

- Requesting permission to act as pass-through for a community development block grant for Sandy Springs Water Company.
- This will not be any financial obligation on the County's behalf.

4. Capital

4a. Bid #18-043 (2) Agricultural Cab 2WD Type Tractor with Tiger Side Mower Attachment

- Requesting permission to purchase two tractors with tiger side mower attachment for Roads & Bridges. Both of the items being replaced are 12 years old.
- The bid was sent out to seven vendors with one response-Old Stone Tractor Co for \$181,852.92.
- This was a budgeted capital item.

4b. Mower

- Requesting permission to purchase a 96-inch mower from Blalock Machinery and Equipment Company, Inc. for \$35,519.67 off of state contract.
- This will be used to maintain the Anderson Regional Airport property which frees up a mower to be used at the Civic Center and the parks for which Building and Grounds is responsible.
- Coming out of leftover lease proceeds.

5. Memorandum of Agreement between SC DHEC and AC Environmental Enforcement

1. This agreement sets for the terms and conditions under which a DHEC pharmacist will dispense Narcan Nasal spray.
2. Agreement is good through June 30, 2019 unless otherwise terminated.

6. Amendment to Supplemental Budget Ordinance

- Requesting an amendment to the supplemental budget ordinance:
 1. \$25,000 for Job Task Force. Funds to go toward soft skills in learning to acquire jobs.
 2. \$10,000 to City of Belton for grant match.

Tommy Dunn
Chairman, District 5

Craig Wooten
Council District 1

Tom Allen
Council District 4

Cindy Wilson
Council District 7

Ray Graham
V. Chairman, District 3

Gracie Floyd
Council District 2

Ken Waters
Council District 6

Lacey Croegaert
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

Rusly Burns | County Administrator
rburns@andersoncountysc.org



3. \$50,000 for potential land purchase.
 4. \$1,500,000 for district paving.
- The General Fund balance will still be within the County's three-month reserve we endeavor to maintain.

7. Executive Session-Potential land purchase.

Tommy Dunn
Chairman, District 5

Craig Wooten
Council District 1

Tom Allen
Council District 4

Cindy Wilson
Council District 7

Ray Graham
V. Chairman, District 3

Gracie Floyd
Council District 2

Ken Waters
Council District 6

Lacey Croegaert
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

Rusty Burns | County Administrator
rburns@andersoncountysc.org

Anderson County Purchasing Department Bid Tabulation

BID# 18-043 (2) AGRICULTURAL CAB 2WD TYPE TRACTOR WITH TIGER SIDE
MOWER ATTACHMENT

	Vendor	TOTAL COST
1	OLD STONE TRACTOR CO.	\$181,852.92
2	ROGERS EQUIPMENT	NR
3	STEC EQUIPMENT	NR
4	LINDER	NR
5	POWELL TRACTOR	NR
6	CAROLINA AGRI-POWER	NR
7	CONSTRUCTION SALES & SERVICE	NR
8		
9		
10		
11		
12		
13	PRICE INCLUDES 7% SC SALES TAX AND DELIVERY	
	AWARDED TO:	

SOLICITATION OFFER AND AWARD FORM

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624		
REQUEST FOR SOLICITATIONS, OFFER AND AWARD		
*****Solicitation Information*****		
1. SOLICITATION. # 18-043		Brief Description: (2) Agricultural Cab 2WD Type Tractor with Tiger Side Mower Attachment (per specifications)
2. ISSUE DATE: January 29, 2018		
3. FOR INFORMATION CONTACT:		
rearr. ll @ andersoncounty.sc.gov <i>Robert E. Carroll</i>		
5. SUBMIT BID TO: Anderson County Purchasing Department Attn: Bid #18-043 101 South Main Street, Room 115 Anderson, S.C. 29624		
6. Submission Deadline: <i>Date: Thursday, February 15, 2018</i> <i>Time: 10:30 A.M.</i>		
7. Submit Sealed Bid		
8. Firm Offer Period: Bids submitted shall remain firm for a period of Sixty (60) calendar days from date specified in block 6		
*****Offer (To be completed by Bidder)*****		
9. BUSINESS CLASSIFICATION	(Check Appropriate Box)	<input type="checkbox"/> Woman Business Enterprise <input type="checkbox"/> Minority Business Enterprise <input type="checkbox"/> Disadvantaged Business Enterprise
10. Additional Information: In compliance with above, the undersigned agrees, if this proposal is accepted within the period specified in Block 8 above, to furnish any or all other further information requested by Anderson County.		
11. Bidder's name and address (Type or print): OLD STONE TRACTOR CO. 2404 HWY. 20 NORTH P.O. BOX 13565 ANDERSON, SC 29624 e-mail: <i>Ben @ OldStoneTractor.Com</i> Telephone # <i>864-225-4639</i> Fax # <i>864-224-3964</i> Federal Identification #: <i>[REDACTED]</i>		12. Name & Title of Person Authorized to sign the Bid. (Type or Print): <i>Chris Haley Mgr.</i> 13. Bidder's Signature & Date <i>X [Signature]</i> <i>2/12/18</i>
*****AWARD (To be completed by Anderson County)*****		
14. Total amount of award:	15. Successful Bidder:	
16. Contracting Officer or Authorized Representative: Robert E. Carroll	17. Signature	18. Award date:

EXHIBIT B

ANDERSON COUNTY BID FORM

Name of Party submitting the Bid: Old Stone Tractor Co.

To: Anderson County

1. Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid, having conducted a thorough inspection and evaluation of the Specifications and General Conditions contained therein, hereby submit the following pricing set forth herein:

Qty.	U/M	Description	Unit Price	Ext. Price
2	Each	Agricultural Cab 2WD Type Tractor with Tiger Side Mower Attachment : per specifications	\$ <u>84,978.⁰⁰</u>	\$ <u>169,956.⁰⁰</u>
		Delivery	\$ <u> </u>	
		Sales Tax	\$ <u>11,896.⁹²</u>	
		TOTAL	\$ <u>181,852.⁹²</u>	

PURCHASE
REQUISITION
COUNTY OF ANDERSON

201802585

DO NOT USE THIS SPACE

DATE 2/16/2018

SHIP OR DELIVER TO

SPECIAL INSTRUCTIONS

ANDERSON COUNTY FLEET SERVICES ***INTERNAL USE ONLY***
JOSEPH STONE DEPT.#5221
739 MICHELIN BOULEVARD REPLACING 2 EXISTING
UNITS
ANDERSON SC 29626

ACCOUNT 360 5231
OBJECT 008 499
CONTRACT OR BID NO

QUANTITY UNIT DESCRIPTION PRICE EXTENDED TAX

2 EA AGRICULTURAL CAB 2WD TYPE TRACTOR 84,978.00 181,852.92 Y
WITH TIGER SIDE MOWER ATTACHMENT PER
BID SPECIFICATION #18-043

DELIVERY TO:
ANDERSON COUNTY FLEET SERVICES
ATTN: J. STONE
739 MICHELIN BLVD
ANDERSON, SC 29626

TITLE/PAPERWORK TO:
COUNTY OF ANDERSON
101 S.MAIN ST.
ANDERSON, SC 29624

TOTAL AMOUNT: 181,852.92

KNOWN SUPPLIERS

OLD STONE TRACTOR CO.
2404 HWY 29 NORTH
PO BOX 13565
ANDERSON, SC 29624

Entered By MDPowell 2/16/2018
Dept Head Approval JMSTONE 2/22/2018
Divn Head Approval MHHOPKINS 2/23/2018
Grant Approval
Purchasing Received

Comments

BID #18-043

PURCHASE
REQUISITION
COUNTY OF ANDERSON

201802566

4b

DO NOT USE THIS SPACE

DATE 2/15/2018

SHIP OR DELIVER TO

SPECIAL INSTRUCTIONS

ANDERSON COUNTY FLEET SERVICES ****INTERNAL USE ONLY****
JOSEPH STONE
739 MICHELIN BOULEVARD

ACCOUNT 360 5231
OBJECT 008 499
CONTRACT OR BID NO

ANDERSON SC 29626

Submitted Anttander
2-26-18

QUANTITY	UNIT	DESCRIPTION	PRICE	EXTENDED	TAX
1	EA	EXMARK 96 INCH MOWER MODEL # LZS88CDYM96RW0	32,799.00	35,094.93	Y
1	EA	SUNSHADE	228.65	244.66	Y
1	EA	JACK	101.15	108.23	Y
1	EA	JACK RECEIVER	67.15	71.85	Y

DELIVERY TO:

ANDERSON COUNTY FLEET SERVICES
ATTN: J STONE
739 MICHELIN BLVD
ANDERSON, SC 29626

TITLE/PAPERWORK:

COUNTY OF ANDERSON
101 S MAIN ST
ANDERSON, SC 29624

TOTAL AMOUNT: 35,519.67

KNOWN SUPPLIERS

BLALOCK MACHINERY AND
EQUIPMENT COMPANY, INC.
500 JERRY STEELE LANE
MCDONOUGH, GA 30253

Entered By MDPOWELL 2/15/2018
Dept Head Approval JMSTONE 2/16/2018
Divn Head Approval MHHOPKINS 2/22/2018
Grant Approval
Purchasing Received

Comments

STATE CONTRACT #5000013469

MEMORANDUM OF AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

ANDERSON COUNTY ENVIRONMENTAL ENFORCEMENT

I. PURPOSE:

The South Carolina Department of Health and Environmental Control (hereafter DHEC) and the Anderson County Environmental Enforcement (hereafter Contracting Party) hereby enter into this Memorandum of Agreement (hereafter MOA) for the purpose of setting forth the terms and conditions under which a DHEC pharmacist will dispense Narcan (naloxone) Nasal Spray. Narcan will be dispensed pursuant to the South Carolina Overdose Prevention Act, SC Code Section 44-130-30, from a DHEC pharmacy to individuals such as first responders or other persons serving in first responder roles who are employed by the Contracting Party and have received training through the DHEC Bureau of Emergency Medical Services (EMS) Law Enforcement Officer Narcan (LEON) program on the identification, treatment, and reporting of drug overdoses attributed to opioids.

II. SCOPE OF SERVICES:

A. Responsibilities of DHEC. Under the terms of this MOA, DHEC shall be responsible for:

1. Providing Narcan to individuals, such as first responders or other persons serving in first responder roles who are employed by the Contracting Party and have received training through the LEON program as provided by the DHEC Bureau of EMS. For purposes of this agreement:
 - a. Narcan Nasal Spray is the specific brand name product that DHEC pharmacies will dispense to LEON program participants. Naloxone is the generic name for Narcan.
 - b. First responders are defined as individuals who are usually the first persons to arrive at or encounter an emergency scene, incident, or dire situation.
 - c. The role of the DHEC Bureau of EMS is multi-faceted, but includes the administration and management of the LEON program and associated training functions.
 - d. The role of DHEC Pharmacy Services is to dispense Narcan to individuals employed by the Contracting Party who have received LEON training.
 - e. The LEON program provides a comprehensive training class to law enforcement agencies across South Carolina, with this training focused upon the identification, treatment, and reporting of drug overdoses attributed to opioids.
 - f. Training involves instructional opportunities provided through the LEON program, such as training provided directly by the DHEC Bureau of EMS staff or indirectly through the train-the-trainer learning model.
2. Dispensing of Narcan by DHEC pharmacists, through DHEC Public Health region pharmacies, to individuals who are employed by the Contracting Party and who have received training through the LEON program.
 - a. Dispensing involves the preparation, packaging, record keeping, and transfer of a

prescription drug to an individual employed by the Contracting Party.

- b. Labeling of Narcan for an individual is also part of the dispensing process. DHEC pharmacists will affix a prescription label to the Narcan Nasal Spray. The prescription label will include the following information specific to the individual employed by the Contracting Party:
 - i. Name of Contracting Party.
 - ii. Name of individual to whom the Narcan is being dispensed.
 - iii. South Carolina Criminal Justice Academy (SCCJA) number of individual to whom the Narcan is being dispensed.
 3. Maintaining a standing order which serves as the authorization for DHEC pharmacists to dispense naloxone pursuant to the South Carolina Overdose Prevention Act, SC Code Section 44-130-30.
 4. Placing orders for Narcan from DHEC's pharmaceutical wholesaler or the manufacturer of Narcan so that Narcan will be shipped to a DHEC pharmacy and then dispensed for the Contracting Party.
 5. Reimbursing the pharmaceutical wholesaler or the manufacturer from which DHEC procured the Narcan.
 6. Storing Narcan in a DHEC pharmacy, assuring storage in clean surroundings and under appropriate conditions of temperature, humidity, and light as recommended by the pharmaceutical manufacturer of the product.
 7. Maintaining a DHEC pharmacy's Narcan inventory in a manner that is separate from and readily distinguishable from the pharmacy's other drug inventories such as those drugs designated for dispensing to DHEC health departments for DHEC patients.
 8. Providing notification from a DHEC pharmacy to the DHEC Bureau of EMS that Narcan has been dispensed for a Contracting Party by a DHEC pharmacist and is available for pick up at a mutually agreeable pick up/delivery time.
 9. Maintaining electronic systems such as the Naloxone Field Administration Data Form (NFADF) Pharmacy Portal and the DHEC pharmacy operations computer system to monitor and track DHEC's inventory, storage, and dispensations of Narcan.
 10. Accessing the NFADF Pharmacy Portal to verify LEON training for individuals to whom Narcan is being dispensed.
 11. Documenting Narcan dispensation information electronically in the NFADF Pharmacy Portal.
 12. DHEC acknowledges that Narcan dispensed for the Contracting Party becomes the property of the Contracting Party and shall not be accepted by a DHEC pharmacy for return or any type of re-dispensing.
 13. DHEC will not seek reimbursement from private pay, commercial, or governmental agencies for the drug product cost of Narcan dispensed by DHEC to the Contracting Party.
- B. Responsibilities of Contracting Party. Under the terms of this MOA, Contracting Party shall be responsible for:
- I. Contacting the DHEC Bureau of EMS, via email or telephone, for LEON program-related questions. Requests for training in order to receive DHEC pharmacy-dispensed Narcan or general LEON-related questions should be addressed to one of the following individuals.

DHEC Bureau of EMS	
LEON Program - General Inquiries Names and Contact Information	
DHEC Bureau of EMS	Arnold Alier, EdD, NRP DHEC EMS Division Director Phone: 803-545-4958 Email: aliera@dhec.sc.gov
DHEC Bureau of EMS	Richard Naugler, NRP DHEC EMS LEON Training Coordinator Inspector III-Midlands Region Phone: 803-545-0277 Email: nauglerc@dhec.sc.gov

2. Contacting DHEC Pharmacy Services, via email or telephone, for questions specific to the Pharmacy Services component of the LEON program. Questions concerning the dispensing of Narcan should be addressed to one of the following individuals.

DHEC Pharmacy Services	
LEON Program - Pharmacy Services Names and Contact Information	
DHEC Public Health Office of Pharmacy	Caroline Sojourner, RPh DHEC Pharmacy Services Director DHEC Public Health Office of Pharmacy 2100 Bull Street Columbia, SC 29201 Phone: 803-898-0813 Email: sojourncy@dhec.sc.gov
DHEC Midlands Public Health Region	Robert Davila, PharmD DHEC Midlands Region Pharmacist and Midlands Region Pharmacist-In-Charge DHEC Midlands Region Pharmacy (SC Board of Pharmacy Permit# 14613) 2000 Hampton Street Columbia, SC 29204 Phone: 803-576-2986 Email: davilarj@dhec.sc.gov
DHEC Lowcountry Public Health Region	Julie Howell, PharmD DHEC Lowcountry Region Pharmacist, Lowcountry Region Pharmacist-In-Charge DHEC Lowcountry Bridge View Pharmacy (SC Board of Pharmacy Permit #16094) 4050 Bridge View Drive, Suite 600 North Charleston, SC 29405 Phone: 843-953-0030 Email: HOWELLjm@dhec.sc.gov
DHEC Pee Dee Public Health Region	Kay Spires, RPh DHEC Pee Dee Region Pharmacist and Pee Dee Region Pharmacist-In-Charge DHEC Pee Dee Region Pharmacy (SC Board of Pharmacy Permit #14615) 1931 Industrial Park Road Conway, SC 29526 Phone: 843-915-8820 Email: spireskj@dhec.sc.gov
DHEC Upstate Public Health Region	Richard Eubanks, RPh DHEC Upstate Region Pharmacist and Upstate Region Pharmacist-In-Charge DHEC Upstate Region Pharmacy, SC Board of Pharmacy Permit #14614 200 University Ridge Greenville, SC 29601 Phone: 864-372-3057 Email: eubankre@dhec.sc.gov

3. Submitting to the DHEC Bureau of EMS a roster of those individuals employed by the Contracting Party to whom Narcan may be dispensed. The Narcan Roster form is available through the DHEC Bureau of EMS. The information needed for the Narcan Roster includes:
 - a. Name of organization requesting participation in the LEON program.
 - b. Last name and first name of individual to whom Narcan will be dispensed.
 - c. SCCJA number of individual to whom Narcan will be dispensed.
4. Consulting with DHEC to arrange mutually agreeable pick up/delivery times for obtaining DHEC-dispensed Narcan from DHEC.
 - a. The normal business hours for South Carolina state government offices (including DHEC pharmacies) are Monday through Friday, 8:30 am until 5:00 pm.
 - b. South Carolina state government holidays are listed on the internet at:
<http://www.admin.sc.gov/humanresources/employee-information/benefits-and-leave/holiday-leave>.
5. Notifying individuals to whom Narcan has been dispensed to maintain the product in a manner consistent with the training and recommendations communicated through the LEON program.
6. Acknowledge that the Contracting Party is responsible for the appropriate disposal of Narcan that has been in the possession of the Contracting Party and has surpassed its expiration date.
7. Providing DHEC with complete and accurate contact information to facilitate communications between the DHEC region pharmacy and the Contracting Party.
 - a. Contact information should be provided in the table that follows.
 - b. Contact information should be updated as necessary by the Contracting Party and communicated to the DHEC Bureau of EMS.

Organization's Contact Information	
<i>DHEC Will Use This Information to Contact the Contracting Party For Questions Regarding Narcan Dispensations</i>	
Primary Contact	Alternate Contact
Name:	Name:
Title:	Title:
Phone:	Phone:
Email:	Email:
Organization:	Organization:

III. TERMS AND CONDITIONS:

A. EFFECTIVE DATES.

This MOA shall be effective when all parties have signed and will terminate on June 30, 2019.

B. TERMINATION.

1. Either party may terminate this MOA by providing thirty (30) days written notice of termination to the other party.
2. DHEC funds for this MOA are payable from State and/or federal and/or other appropriations. If funds are not appropriated or otherwise available to DHEC to pay the charges or fund activities under this MOA, it shall terminate without any further obligation by DHEC upon written notice to Contracting Party. Unavailability of funds will be determined in DHEC's sole discretion. DHEC has no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this MOA.
3. DHEC may terminate this MOA for cause, default, or negligence on the Contracting Party part at any time without thirty days advance written notice. DHEC may, at its option, allow Contracting Party a reasonable time to cure the default before termination.

C. AMENDMENTS.

The MOA may only be amended by written agreement of all parties, which must be executed in the same manner as the MOA.

D. CONFIDENTIALITY

1. Contracting Party will comply with all confidentiality obligations under federal and state laws and DHEC policies and requirements including but not limited to the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), as applicable. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by Contracting Party or Contracting Party's employee or agent to be claimed as confidential or entitled to confidential treatment.
2. Contracting Party will not:
 - a. access, view, use, or disclose confidential information without written authorization from DHEC;
 - b. discuss confidential information obtained in the course of its relationship with DHEC with any other person or in any location outside of its area of responsibility in DHEC; or
 - c. make any unauthorized copy of confidential information, or remove or transfer this information to any unauthorized location or media.
3. Contracting Party will direct any request it receives for confidential information obtained through performance of services under this MOA, including a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the DHEC Contracts Manager and DHEC Office of General Counsel as soon as possible, and in every case within one business day of receipt. If Contracting Party discloses confidential information pursuant to a properly completed authorization or legal process, order or requirement, Contracting Party must document the disclosure and make the documentation and authorization available for DHEC inspection and audit.

4. Contracting Party must ensure that its employees, agents, and subcontractors who may have access to DHEC confidential information are aware of and comply with these confidentiality requirements. Contracting Party must ensure that any release of confidential information is limited to the minimum necessary to meet its obligations under this MOA and applicable law. If Contracting Party is a Business Associate and will or may have access to any Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), Contracting Party will sign and comply with DHEC's Business Associate Agreement (DHEC Form 0854) and protect PHI in compliance with HIPAA. DHEC may, in its discretion, require Contracting Party and Contracting Party's employees, agents and subcontractors to sign DHEC Form #321A, the DHEC Contractor Confidentiality Agreement protecting information contained in a particular DHEC program area.
5. Contracting Party must immediately notify the DHEC Compliance Officer at 803-898-3318, compliance@dhec.sc.gov, and the DHEC Contracts Manager of any unauthorized use or disclosure of confidential information received under this MOA. Contracting Party will promptly notify DHEC of any suspected or actual breach of security of an individual's personal identifying information under S.C. code Section 1-11-490 and will assist DHEC in responding to the breach and fulfilling its notification obligations under applicable law, including S.C. Code Section 1-11-490.
6. Contracting Party's obligations under this provision and any other agreements concerning confidentiality shall survive termination, cancellation, or expiration of the MOA.

F. RECORDKEEPING, AUDITS, & INSPECTIONS.

Contracting Party shall create and maintain adequate records to document all matters covered by this MOA. Contracting Party shall retain all such records for six (6) years or other longer period required by law after termination, cancellation, or expiration of the MOA and make records available for inspection and audit at any time DHEC deems necessary. If any litigation, claim or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Contracting Party shall allow DHEC to inspect facilities and locations where activities under this MOA are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this MOA with no further obligation on the part of DHEC.

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

F. LIABILITY, NO AGENCY RELATIONSHIP.

Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services pursuant to this MOA. Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this MOA.

G. NON-DISCRIMINATION.

No person shall be excluded from participation in, be denied the benefits of, or be subjected to

discrimination in relation to activities carried out under this contract on the grounds of race, religion, color, sex, age, national origin, disability, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.

H. DRUG FREE WORKPLACE.

By signing this MOA, the Contracting Party certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S. C. Code of Laws Section 44-107-10 et. seq., as amended.

I. CHOICE OF LAW.

The MOA, any dispute, claim, or controversy relating to the MOA and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

J. DISPUTES.

All disputes, claims, or controversies relating to the MOA shall be resolved in accordance with the South Carolina Procurement Code, S.C. Code Section 11-35-10 *et seq.*, to the extent applicable, or if inapplicable, claims shall be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this MOA, Contracting Party consents to jurisdiction in South Carolina and to venue pursuant to this MOA. Contracting Party agrees that any act by DHEC regarding the MOA is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution, and is not a consent to jurisdiction of any court of agency of any other state.

K. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE.

DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or Contracting Party shall direct, participate in, approve, or tolerate any violation of federal or State laws regarding FWA in government programs.

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

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

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

L. INSURANCE

Each party will maintain professional, malpractice and general liability insurance, and may be required to provide the other party with satisfactory evidence of such coverage. Neither party will provide individual

coverage for the other party's employees, with each party being responsible for coverage of its employees.

M. LICENSES.

During the term of this MOA, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services herein. The contracting party will immediately notify DHEC if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of Contracting Party or contracting party's employees or agents providing or performing services under this MOA.

N. FINANCIAL RESPONSIBILITY.

Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOA.

O. COMPLIANCE WITH LAWS.

Contracting Party shall comply with all applicable laws and regulations in the performance of this MOA.

P. SEVERABILITY.

The invalidity or unenforceability of any provision of this MOA shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

Q. ATTACHMENTS/ADDENDA: Any attachments, addenda or other materials attached to the MOA are specifically incorporated into and made part of this MOA.

R. COUNTERPARTS AND FACSIMILE SIGNATURES. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile signature to this Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.

REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.

AS TO DHEC

BY: Linda J. Bell, M.D.
Linda J. Bell, M.D.
Director, Bureau of Communicable
Disease Prevention and Control
DHEC Public Health
DATE: 2/2/2018

AS TO THE CONTRACTING PARTY

BY: _____
(NAME)
ITS: _____
(TITLE)
DATE: _____
MAILING ADDRESS: _____

TAX/EMPLOYER ID # _____

TYPE OF ENTITY (check one):

- ☐ Corporation
☐ LLC
☐ Partnership
☐ Nonprofit organization
☐ Government agency or political subdivision – specify
State if not SC: _____

- ☐ Other Governmental body
(specify) _____
☐ Individual/sole proprietor
☐ Other (specify) _____

If a corporation or LLC:

State of incorporation/organization: _____

Registered agent and address in South Carolina: _____

SCDLLR or other license # _____

THIS AGREEMENT IS NOT OFFICIAL AND BINDING UNTIL SIGNED BY THE DHEC CONTRACTS
MANAGER.

Francine Miller
DHEC Contracts Manager

DATE: _____

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR ANDERSON COUNTY

ORDINANCE NO 2018-002

A SUPPLEMENTAL ORDINANCE TO AMEND ORDINANCE 2017-016, THE OPERATING AND CAPITAL BUDGETS OF ANDERSON COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2017, AND ENDING JUNE 30, 2018.

BE IT ENACTED by the County Council for Anderson County, South Carolina ("Anderson County"), as follows:

Section I. The following amendments to the operating and capital budgets for Anderson County for the fiscal year beginning July 1, 2017, and ending June 30, 2018, are hereby adopted and directed to be implemented by the Anderson County Administrator and staff.

GENERAL FUND APPROPRIATIONS

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Account Number/Description	Originally Adopted	Amendment	Final Adopted
001-5013-000-323 Building Demolition	\$50,000	\$16,000	\$66,000
001-5015-000-315 Legal	\$122,250	\$125,000	\$247,250
001-5111-000-102 Part-time Salaries	\$150,000	\$10,000	\$160,000
001-5111-000-283 Medical Supplies	\$142,920	\$60,000	\$202,920
001-5828-xxx-xxx District Paving	<u>\$1,035,650</u>	<u>1,500,000</u>	<u>\$2,535,650</u>
001-6500-100-102 Transfer Out-Grants	\$0	<u>\$25,000</u>	<u>\$25,000</u>
001-6500-100-142 Transfer Out-Airport	\$0	\$1,000,000	\$1,000,000
001-6500-100-360 Transfer Out-Capital Projects	\$650,000	<u>\$1,475,320</u>	<u>\$2,125,320</u>

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GENERAL FUND REVENUES

001-3700-000-101-Fund Balance	\$5,446,745	<u>\$2,711,320</u>	<u>\$8,158,065</u>
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SPECIAL REVENUE FUND APPROPRIATIONS

102-5901-000-241 Program Expenditures	\$300,000	<u>\$25,000</u>	<u>\$25,000</u>
142-5775-008-401 CIP - Runway Rehab	\$5,068,915	\$1,761,920	\$6,830,835
142-5775-009-401 CIP -Runway Obstruction	\$0	\$433,475	\$433,475

SPECIAL REVENUE FUND REVENUES

102-6400-100-001 Transfer In-General Fund	\$0	<u>\$25,000</u>	<u>\$25,000</u>
142-6400-100-001 Transfer In-General Fund	\$0	\$1,000,000	\$1,000,000
142-4300-400-350 Federal Grant	\$5,102,025	\$1,105,225	\$6,207,250
142-4200-400-250 State Grant	\$283,450	\$90,170	\$373,620

CAPITAL PROJECTS FUNDS APPROPRIATIONS

360-5231-000-401 CIP	\$3,610,000	\$1,475,320	<u>1,525,320</u>	\$5,085,320	<u>5,135,320</u>
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CAPITAL PROJECTS FUNDS REVENUES

360-6400-100-001-Transfer in General Fund	\$650,000	\$1,475,320	<u>1,525,320</u>	\$2,125,320	<u>2,175,320</u>
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Section II. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section III. This Ordinance is effective after its third reading and public hearing.

ADOPTED in meeting duly assembled this 6th day of March , 2018.

ATTEST:

Rusty Burns
County Administrator

Tommy Dunn, Chairman

Lacey Croegaert, Clerk to Council

Craig Wooten., District #1

Gracie S. Floyd, District #2

Ray Graham, District #3

Tom Allen, District #4

Ken Waters, District #6

M. Cindy Wilson, District #7

APPROVED AS TO FORM:

Leon C. Harmon, County Attorney

First Reading:

February 6, 2018

Second Reading:

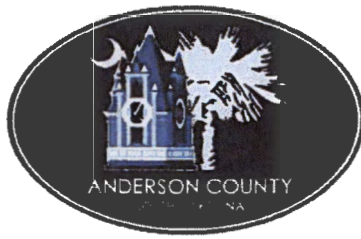
February 20, 2018

Third Reading:

March 6, 2018

Public Hearing:

March 6, 2018



DEVELOPMENT STANDARDS

Memorandum

To: Lacey A. Croegaert, Clerk to Council

Cc: Holt Hopkins, Deputy Administrator

From: Alesia Hunter, Development Standards Manager

Date: February 23, 2018

Re: Road Acceptance

Based on the recommendation of the Roads and Bridges Department, please ask County Council to consider acceptance of the following road into the County Maintenance System at their March 6, 2018 Meeting.

Avendell Subdivision Phase II, Section IV

Avendell Investments, LLC Developer

Location: Off of Three & Twenty Road

County Council District 6

- 1) Avendell. This will add 1,267 feet of paved roads to the county maintenance system.

Please feel free to contact me at (260-4719) if you need more information

PUBLIC WORKS DIVISION

Alesia A. Hunter, Manager

O: 864-260-4719 | F: 864-260-4795 | ahunter@andersoncountysc.org
401 East River Street | Anderson SC 29624

**BOARDS, COMMITTEES AND COMMISSIONS
APPLICATION**

Please complete this application in its entirety and return to the address below:

Anderson County Council
c/o Clerk to Council
P. O. Box 8002
Anderson, SC 29622

All applications will be considered by County Council and appointees will be mailed written confirmation of Council's decision.

Name: Wentzky Ted E
Last, First, Middle Initial

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

1. Zoneing/Planning
2. _____
3. _____

Physical Address and Mailing Address, if different:

_____ Physical 29625
Same _____ Mailing

Home Phone: _____ Cell Phone: _____

Email: N/A Preferred method of contact: _____

County Council District: 5 GED Equivalent: Yes or No

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

College Attended: Presbyterian Degree: BS Psychology

Address of College: Clinton S.C.

Employment History:

<u>COMPANY</u>	<u>POSITION</u>	<u>EMPLOYMENT DATES</u>
<u>SELF Employed</u>	<u>Owner</u>	

Ted Wentzky
Signature of Applicant

2/22/18
Date

Recommendation of Council: _____

RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: All

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

1. Name of entity requesting recreation fund appropriation:

FootHills Alliance

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$ 10,000

3. The purpose for which the funds are being requested:

The funds will be used to continue to support the programs provided to sexually abused men, women, and children.

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.

Yes

5. Contact Person:

Tracy Bowie

Mailing Address: 216 E. Calhoun St. Anderson, SC 29621

Phone Number: 864-231-8515

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

We are able to use these funds as a match for the funding that we receive through the Victims of Crime Act.

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

Tracy W. Bowie
Signature

Tracy W. Bowie
Print Name

2-15-18
Date

RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 4

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

1. Name of entity requesting recreation fund appropriation: Riverside Middle and Pendleton High School Archery Teams/Anderson School District Four
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): (See #3) We need a total of \$20,000 to make this opportunity possible for our student-athletes from both teams. Any help towards this total would be greatly appreciated.
3. The purpose for which the funds are being requested: The RMS and PHS Archery Teams will be competing in the SC National Archery in the Schools State Tournament in just a few weeks. From this tournament, the team will look to travel to Louisville, KY to compete in the NASP National Tournament. Although Anderson School District Four is very supportive of the NASP program and the teams, we still have to raise most of the funds for our travel, accommodations and meals. If for some reason we do not qualify for the national tournament, we will use the funds to continue to grow the program, replenish our equipment and cover other costs incurred from providing equipment and shirts for unprivileged team members.
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
5. Contact Person: Jeff Terry
Mailing Address: PO Box 487 LaFrance, SC 29656
Phone Number: (M) (864)353-7661 (W) (864)403-2359
6. Statement as to whether the entity will be providing matching funds: Yes

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

 Signature
Jeff Terry Print Name
2/28/18 Date



State of South Carolina
Office of the Secretary of State
The Honorable Mark Hammond

Nov 28, 2017

Anderson School District Four
Cristy S Jablonski
PO BOX 545
PENDLETON, SC 296700545

RE: Exemption Confirmation

Charity Public ID: P22126

Dear Cristy S Jablonski :

This letter confirms that the Secretary of State's Office has received and accepted your Application for Exemption. **If you submitted your Application for Exemption using the Charities Online Filing System, this letter of confirmation has been issued pending further review by Division of Public Charities staff.**

The exemption for your charitable organization will expire on Nov 15, 2018. If any of the information on your Application for Exemption form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization. Additionally, if at any time your charitable organization no longer qualifies for an exemption, the organization must immediately register with the Secretary of State's Office. Please note that failure to comply with the registration provisions of the Solicitation of Charitable Funds Act may result in fines of up to \$2,000.00 for each separate violation.

If you have any questions or concerns, please visit our website at www.sos.sc.gov or contact our office using the contact information below.

Sincerely,

Kimberly S. Wickersham
Director, Division of Public Charities

**RECREATION FUND APPROPRIATIONS
APPLICATION FORM**

WHAT DISTRICT(S) ARE YOU REQUESTING FROM:

DISTRICT 4

Mail/Email/Fax to:

Anderson County Clerk of Court

P. O. Box 8002

Anderson, SC 29622

lacrogaert@andersoncountysc.org

FAX: 864-260-4356

1. Name of Entity requesting recreation fund appropriation:

New Light Community Center

2. Amount of request (If requesting funds from more than one district, annotate amount from each district):

\$ 1,000.00

3. The purpose for which the funds are being requested:

\$500.00 Maintenance/Repairs: Repair of sagging floor in the building

\$500.00 Senior Citizen Programing (Tuesdays and Thursdays) and Youth Programs

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.

Yes, Please see attachment

5. Contact Person: Shirley Vandiver, President/Chairman New Light Community Center Club

Mailing Address: P.O. Box 272 Sandy Springs, S. C. 29677

Phone Number: (864) 287-9260

Email: srwv3@bellsouth.net

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

The New Light Community Center will provide 50% matching funds

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

Shirley Vandiver

Shirley Vandiver

Date 2/27/2018

Signature

Print Name

South Carolina Secretary of State Mark Hammond

Business Entities Online

File, Search, and Retrieve Documents Electronically

NEW LIGHT COMMUNITY CENTER

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated South Carolina
State:

Registered Agent

Agent: LAYNEIGH SCOTT

Address: 6321 HWY 187
SANDY SPRINGS, South Carolina 29677

Important Dates

Effective Date 01/12/2011

Expiration N/A
Date:

Term End N/A
Date:

Dissolved N/A
Date:

Official Documents On File

Filing Type	Filing Date
Incorporation	01/12/2011

February 13, 2018

Mr. Rusty Burns
P. O. Box 8002
Anderson, SC 29622

Dear Rusty:

Sometime, we are good to complain when someone is not doing things that are in the best interest of our County.

However, I want to commend one employee who has gone beyond what she had to do. Dana Owens has gone the extra mile to make things better at our Park and the County as a whole.

Please pass along that we are grateful for the job she is doing. Anytime she has seen a need or when we have asked for help, she has given us advice and support.

Sincerely,

A handwritten signature in black ink that reads "Steve Hartsell". The signature is written in a cursive, flowing style.

Steve Hartsell