



**ANDERSON
COUNTY**
SOUTH CAROLINA

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

AGENDA
ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
August 21, 2018 at 6:00 PM
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding

1. **CALL TO ORDER:**

2. **RESOLUTIONS:**

a. **2018-40** a resolution to honor and recognize Medshore Ambulance Services for their outstanding dedication, compassion and commitment in providing public Service to the citizens of Anderson County. Mr. Craig Wooten (allotted 5 minutes)

b. **2018-045**: a resolution to honor and recognize Grace Cromer for her many accomplishments and most recent title as USA National Miss South Carolina. Mr. Craig Wooten (allotted 5 minutes)

3. **PRESENTATION:**

Recognition for Workplace Principles Pilot Program
Ms. Laura Cox

4. **ADJOURNMENT:**

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
August 21, 2018 at 6:30 PM
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding

1. **CALL TO ORDER:**

2. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Mr. Tom Allen

3. **APPROVAL OF MINUTES:** minutes from August 7, 2018: not received

4. **CITIZENS COMMENTS:** Agenda Matters

5. **ORDINANCE THIRD READING:**

a. **2018-024**: an ordinance authorizing the amendment of Anderson County Ordinance 2014-040, and the documents authorized thereby, in certain limited regards and particulars. **PUBLIC HEARING-NO TIME LIMITS**
Mr. Burriss Nelson (allotted 5 minutes)

b. **2018-025**: an ordinance authorizing the sale of certain property in the Clemson Research Park pursuant to a lease agreement between Anderson County, South Carolina and Anderson County Development Partnership dated July 14, 2006. **PUBLIC HEARING-NO TIME LIMITS** Mr. Rusty Burns (allotted 5 minutes)

c. **2018-030**: an ordinance ordering a referendum to determine whether the South Carolina Department of Revenue may issue temporary permits to allow for the possession, sale and consumption of alcoholic liquors by the drink to bona fide nonprofit organizations and business establishments authorized to be licensed for consumption-on-premises sales to allow the sale of beer and wine at permitted premises locations without regard to the days or hours of sales. **PUBLIC HEARING-NO TIME LIMITS** Mr. Ray Graham (allotted 10 minutes)

6. **ORDINANCE SECOND READING:**

a. **2018-027**: an ordinance authorizing the execution of a lease purchase agreement in an amount not exceeding \$5,400,000 relating to the leasing and purchasing of certain vehicles equipment and personal property, the execution of necessary documents and closing papers. Ms. Rita Davis (allotted 5 minutes)

- b. **2018-028**: an ordinance authorizing the addition of Baitluck, LLC as a sponsor affiliate to that certain fee agreement, dated as of December 1, 2012, between Anderson County, South Carolina and Sargent Metal Fabricators. Mr. Buriss Nelson (allotted 5 minutes)
- c. **2018-032**: an ordinance to return real property located on Pearman Dairy Road (TMS NO. 095-00-09-012) to Atlanta Baking Company which was deeded to Anderson County by Atlanta Baking Company, INC. on September 21, 1981, to facilitate an industrial development Revenue Bond Project. Mr. Buriss Nelson (allotted 5 minutes)
- d. **2018-034**: an ordinance authorizing the extension of the term under that certain lease agreement by and between Anderson County, South Carolina and BMW Manufacturing CO. LLC dated as of September 1, 1998; the amendment of such lease agreement to reflect such extension. Mr. Buriss Nelson (allotted 5 minutes)

7. ORDINANCE FIRST READING:

- a. **2018-023**: an ordinance amending the Zoning Map to rezone +/- 2.5 acres from C-2(Highway Commercial) to R-MHP (Manufactured Home Park) at 1113 Beaverdam Road. Mr. Jeff Parkey (allotted 5 minutes)
- b. **2018-031**: a third supplemental ordinance providing for the issuance and sale of Anderson County, South Carolina, Solid Waste System Revenue Bonds, Series 2018, in the Aggregate Principal amount not exceeding \$2,800,000; fixing the form and certain details of the bonds; authorizing the Chairman of the County Council, the County Administrator and the Finance Director to determine certain matters relating to the bonds; providing certain payment of the bonds and the disposition of the proceeds thereof. Ms. Rita Davis (allotted 5 minutes)
- c. **2018-033**: an ordinance authorizing the execution of an Infrastructure Credit Agreement among Anderson County, South Carolina, the City of Anderson, South Carolina, JB Ferguson Properties, LLC and Estate Planning Consultants, INC. Mr. Buriss Nelson (allotted 5 minutes)
- d. **2018-037**: an ordinance authorizing the execution of an Infrastructure Credit Agreement among Anderson County, Project Accommodation, and the City of Anderson, South Carolina. Mr. Buriss Nelson (allotted 5 minutes)
- e. **2018-038**: an ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties as to enlarge the park. Mr. Buriss Nelson (allotted 5 minutes)

8. RESOLUTIONS: none

9. REPORT FROM PLANNING AND PUBLIC WORKS COMMITTEE MEETING:

HELD AUGUST 13, 2018:

Chairman M. Cindy Wilson (allotted 15 minutes)

- a. Solid Waste Revenue Bond Update
- b. Update on the Housing Analysis
- c. Update on Subdivisions
- d. Update on Small Houses
- e. Update on Kid Venture
- f. Update on Parks and Recreation Master Plan

10. ROAD ACCEPTANCE INTO THE COUNTY INVENTORY:

Hanna Xing
Jacket Lane
Part of Scenic Road

11. APPOINTMENTS:

12. REQUESTS BY COUNCIL:

All Districts (allotted 14 minutes)

Anderson Life Crisis Pregnancy Center- All
Salvation Army of Anderson County-All
Anderson Jet Track Club- D3
Iva Museum- D3
Homeland Park Fire Department-D3
Belton Area Musuem-D3
CESA Tri County- D6
Powdersville High School Fishing Team-D6
Powdersville YMCA- D6, D7
Pelzer Heritage Commission- D7
Anderson County 4-H, Clemson Cooperative Extension- D7

13. ADMINISTRATORS REPORT:

(allotted 2 minutes)

- a. Building & Codes Report
- b. Special Projects Report
- c. Paving Report
- d. Sheriff's Department Report

14. CITIZENS COMMENTS:

15. REMARKS FROM COUNCIL:

16. ADJOURNMENT:

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

RESOLUTION #R2018-040

A RESOLUTION TO HONOR AND RECOGNIZE MEDSHORE AMBULANCE SERVICES FOR THEIR OUTSTANDING DEDICATION, COMPASSION AND COMMITMENT IN PROVIDING PUBLIC SERVICE TO THE CITIZENS OF ANDERSON COUNTY; AND OTHER MATTERS RELATED THERETO.

Whereas, Medshore Ambulance Service was founded in 1976, working continuously to provide medical transport services for more than 40 years. The mission of Medshore ambulance service is to provide the highest quality of patient care that is cost effective to the communities in which they serve. Medshore is the largest privately owned ambulance service in South Carolina serving more than 100,000 patients each year; and,

Whereas, Medshore is headquartered in Anderson, South Carolina, but additionally provides medical transport services to 17 counties in South Carolina with 100 emergency vehicles and 520 employees. Medshore is the 9-1-1 service provider for Anderson, Barnwell and Chesterfield counties; and,

Whereas, Medshore was the first ambulance service provider in South Carolina to receive accreditation by the Commission on Accreditation of Ambulance Service for achieving a gold standard in operation and clinical performance excellence in the EMS industry; and,

Whereas, on July 18, 2018 Medshore was chosen as the recipient of the American Heart Association's Mission: Lifeline EMS Recognition awards. The Anderson County division received the Gold Plus Award and Barnwell and Chesterfield County divisions both received Silver Plus awards. Medshore was chosen for these awards for efficiently administering the highest level of pre-hospital cardiac care, meeting the specific criteria for treating patients experiencing severe heart attacks; and,

Whereas, The Anderson County Council and the citizens of Anderson County are pleased to honor and recognize Medshore Ambulance Service. We are appreciative of the exceptional standard of care you provide to patients, your continuing efforts in improving our systems of care and for improving the quality of life for all citizens.

RESOLVED in a meeting duly assembled this **21st** day of 2018.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
County Council

Craig Wooten
District One

Gracie S. Floyd
District Two

Ray Graham
District Three

Tom Allen
District Four
ATTEST:

Ken Waters
District Six

M. Cindy Wilson
District Seven

Rusty Burns
County Administrator

Lacey A. Croegaert
Clerk to Council

RESOLUTION 2018-045

A RESOLUTION TO HONOR AND RECOGNIZE GRACE CROMER FOR HER MANY ACCOMPLISHMENTS, AND MOST RECENT TITLE AS USA NATIONAL MISS SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO:

Whereas, in 2009 Grace Cromer created her own business called Gracie's Gourmet which consisted of baking an assortment of sweet treats for various occasions; and,

Whereas, in 2013, Grace was named SC Young Entrepreneur of the Year by Governor Nikki Haley; and,

Whereas, in 2014 Grace started the program Pennies for Preemies to help raise and provide support for local Children's Miracle Network Hospitals and to assist local families faced with premature births or special needs. On August 28, 2014 Pennies for Preemies became a 501(c) 3 non-profit organization and in 2015 Pennies for Preemies received the award of YesCarolina Young Entrepreneur of the Year; and,

Whereas, Grace Cromer has been participating in pageants since she was 14 years old. In June 2014 , Grace was crowned Miss Walterboro Teen 2014 ,receiving this award for her 90 second Jazz dance performance to 80's and 90's retro mix music and also receiving the award as Miss Congeniality; and,

Whereas, on August 4, 2018 Grace was crowned USA National Miss South Carolina at the USA National Miss Pageant. The pageant provides extraordinary opportunities for young women ages 4-25 to assist in developing lifestyle services, personal achievement, and community involvement. Many of these young ladies become ambassadors of worthy causes, charities and taking part in the anti-bullying platform the Crown C.A.R.E.S encouraging each of them to make a difference; and,

Whereas, Grace Cromer is currently a sophomore majoring in Business Economics at Wofford College, in Spartanburg, South Carolina. She is a Wofford Bonner Scholar and Ambassador and actively participates as a member of the Wofford Activities Council. Grace is a member of Wofford Companions a program that connects students with adults with special needs; and,

Whereas, The Anderson County Council is proud to honor and recognize the youth in our community who demonstrate qualities of dedication, vision and commitment. Developing life skills such as leadership, responsibility and selflessness to help others throughout our community. We are proud of your accomplishments and would like to wish you great success in all of your future endeavors.

RESOLVED in meeting duly assembled this *21st* day of *August, 2018*.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

Craig Wooten
District One

Gracie S. Floyd
District Two

Ray Graham
District Three

Tom Allen
District Four
ATTEST:

Ken Waters
District Six

M. Cindy Wilson
District Seven

Rusty Burns
County Administrator

Lacey Croegaert
Clerk to Council

STATE OF SOUTH CAROLINA

)

)

COUNTY OF ANDERSON

)

ORDINANCE 2018-024

**AN ORDINANCE AUTHORIZING THE AMENDMENT OF ANDERSON COUNTY
ORDINANCE 2014-040, AND THE DOCUMENTS AUTHORIZED THEREBY, IN
CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; 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 "FILOT Act"), and the case law of the Courts of the State of South Carolina (the "State"), to offer and provide certain privileges, benefits, and incentives to prospective manufacturers and commercial enterprises 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 FILOT 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 will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State 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 counties for the creation and operation of one or more joint-county industrial and business parks; and

WHEREAS, pursuant to the authority granted by the FILOT Act and the Joint-County Industrial and Business Park Act, and pursuant to the authority of Anderson County Ordinance 2014-040, finally enacted by County Council on, and dated December 2, 2014, the County entered into a fee in lieu of tax ("FILOT") agreement dated as of December 31, 2014 (the "Fee Agreement") with Foxfarm Soil & Fertilizer Company ("Foxfarm"), a California corporation, and GOGO, LLC, a South Carolina limited liability company (jointly, the "Company"), and into a joint county industrial and business park agreement (the "MCIP Agreement") with Greenville County, South Carolina, pertaining to and encompassing the Company FILOT project and property; and

WHEREAS, Foxfarm Soil & Fertilizer Company is the d/b/a name for United Compost & Organics, Inc. ("United"), a California corporation, which is the legal name for that company; and

WHEREAS, the South Carolina Department of Revenue ("S.C. DOR") has requested that the Fee Agreement and related documents all reflect the legal name of Foxfarm, since it is the legal

name (United) under which that company reports to S.C. DOR:

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

Section 1. The foregoing recitals are all hereby adopted as findings of fact, for purposes of this Ordinance.

Section 2. As contemplated by the FILOT Act and based on the representations of the Company as recited herein, it is hereby found, determined and reiterated, as stated in Anderson County Ordinance 2014-040, by the County Council, as follows:

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

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing employment, services, 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 FILOT 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 and Section 5.02 of the Fee Agreement.

Section 3. Wherever in Anderson County Ordinance 2014-040 and all documents authorized thereby and associated therewith, including without limitation, the Fee Agreement, the d/b/a name of Foxfarm Soil & Fertilizer Company appears, the complete company name of “United Compost & Organics, Inc. (d/b/a Foxfarm Soil and Fertilizer Company)” shall be substituted therefor. A copy of the final form of the Fee Agreement authorized by Anderson County Ordinance 2014-040, reflecting that full company name as is hereby directed to appear, is hereby attached hereto as Ex. A, and hereby incorporated herein by reference.

Section 4. The Chairman of County Council and the Clerk to 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 acts authorized hereby.

Section 5. The Chairman of County Council and the Clerk to 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, including, without limitation, the attached, revised Ordinance 2014-040, 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 6. 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 7. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict only, hereby repealed, and all terms and provisions of Ordinance 2014-040 and the Fee Agreement and the MCIP Agreement not amended hereby remain in full force and effect, and this Ordinance shall take effect and be in full force from and after its passage and approval.

[Execution Page Follows]

Done in meeting duly assembled this 21st day of August, 2018.

ATTEST:

ANDERSON COUNTY, SOUTH CAROLINA

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Clerk to Anderson County Council

Approved as to form:

Leon C. Harmon
Anderson County Attorney

First Reading: July 10, 2018
Second Reading: August 7, 2018
Third Reading: August 21, 2018
Public Hearing: August 21, 2018

FEE-IN-LIEU OF TAX AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA

and

**UNITED COMPOST & ORGANICS, INC.
(D/B/A FOXFARM SOIL & FERTILIZER COMPANY)
AND GOGO, LLC**

Dated as of December 31, 2014

FEE-IN-LIEU-OF-TAX AGREEMENT

This FEE-IN-LIEU OF TAX AGREEMENT (this “Agreement”) is dated as of December 31, 2014, 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 United Compost & Organics, Inc. (d/b/a Foxfarm Soil & Fertilizer Company), a California corporation, and GOGO, LLC, a South Carolina limited liability company (collectively the “Company”), and any other Sponsor or Sponsor Affiliates as defined in the FILOT Act.

W I T N E S S E T H:

WHEREAS, the Code of Laws of South Carolina, 1976, as amended, (the “Code”), and particularly Title 4, Chapter 1, as amended through the date hereof (the “Joint-County Industrial and Business Park Act”) and Title 4, Chapter 29 and Title 12, Chapter 44 thereof (collectively, as amended through the date hereof, the “FILOT Act”), in order to create jobs and promote prosperity within the State of South Carolina, empowers the several counties of the State of South Carolina to induce investors (the “Project Sponsors” including “Sponsor Affiliates”) to acquire, enlarge, improve, and expand certain types of industrial and commercial property (the “Economic Development Property”) within their jurisdictional limits and thereafter operate, maintain and improve such Economic Development Property by: (i) providing such Project Sponsors and Sponsor Affiliates with certain specified assistance in financing the acquisition, enlargement, and expansion of Economic Development Property; and (ii) entering into agreements providing for payments with respect to Economic Development Property by Project Sponsors and Sponsor Affiliates in lieu of *ad valorem* taxes (the “FILOT Payments”); and

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

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

WHEREAS, as inducement for the Company, and one or more Sponsor Affiliates, (though no others exist currently), to locate and maintain the Project in the County, the County heretofore entered into an Inducement Agreement and Millage Rate Agreement (the “Inducement Agreement”) with the Company, dated as of December 31, 2013, wherein the County approved FILOT Payments by the Company under the provisions of the FILOT Act; and

WHEREAS, the County has authorized the foregoing actions to be taken on behalf of the County, and the execution of this Agreement, pursuant to that certain ordinance enacted by the County Council of the County with respect to the Project on December 2, 2014; and

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

“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 an officer or employee of the Company 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 December 31, 2014, the last day of the initial property tax year during which Economic Development Property comprising part of the Project is first placed in service.

“Company” shall mean United Compost & Organics, Inc. (d/b/a Foxfarm Soil & Fertilizer Company), a California corporation, and GOGO, LLC, a South Carolina limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets permitted under Section 8.04 or Article IX hereof; or any assignee hereunder which is designated by the Company and approved by the County, as well as any Sponsor Affiliate or Affiliate of the Company.

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

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

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

“County Official” shall include the Administrator, Auditor, Assessor, or Treasurer of the County.

“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. Economic Development Property shall include all items of property purchased or acquired during the Investment Period and for which the Company has made a return to the Department of Revenue as reflected in an applicable Form PT-300 Schedule S.

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

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

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

“Extended Investment Period” shall mean the period beginning January 1, 2020 and ending December 31, 2024, 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 Act” shall mean, collectively, Title 12, Chapter 44 and Title 4, Chapter 29 of the Code, as amended through the date 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 31, 2013.

“Infrastructure Costs” shall mean the costs of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project, and the improved and unimproved real property, buildings, and structural components of buildings and personal property, including machinery and equipment (all as described in Section 4-29-68(A)(2)(i)(a) and (b) of the Code), used in the operation of the Project.

“Initial Investment Period” shall mean the period beginning with the first day that Economic Development Property comprising part of the Project is purchased or acquired and ending December 31, 2019, the date that is five (5) years after the Commencement Date.

“Investment Period” shall mean the combined Initial Investment Period and Extended Investment Period, beginning with the first day that Economic Development Property comprising part of the Project is purchased or acquired and ending December 31, 2024.

“Joint-County Industrial and Business Park Act” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“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.

“Minimum Investment” shall have the meaning given to such term under Section 12-44-30(14) of the FILOT Simplification Act.

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

“Net FILOT Revenues” shall mean the FILOT Revenues minus the partner county fee paid to Greenville County, South Carolina under the Park 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.

“Park” shall mean a joint county industrial and business park established pursuant to Article VIII, Section 13 of the Constitution of the State and Section 4-1-170 of the Code.

“Park Agreement” shall mean an agreement for the development of a joint-county industrial and business park by and between the County and one or more other 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.

“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 and distribution 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) 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 (ii) the Equipment; and, as to all other investments in the Project, shall mean the Non-Economic Development Property. The Project property shall consist of Economic Development Property so identified by the Company in connection with its annual return to the Department of Revenue on a Form PT-300, or comparable

form, and with such schedules as the Department of Revenue may provide in connection with projects subject to the FILOT Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period and Non-Economic Development Property.

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

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

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

“Special Source Revenue Credit” or *“Special Source Revenue Credits”* shall mean one or more credits against FILOT Payments to the County by the Company pursuant to Section 5.02 hereof, authorized by Section 4-1-175 of the Joint-County Industrial and Business Park Act and Sections 4-29-68 and 12-44-70 of the FILOT Act, and in the amounts provided in Section 5.02 hereof.

“Sponsor” shall have the meaning set forth in the FILOT Act, and shall mean the Company, and any Sponsor Affiliates, as defined in the FILOT Act.

“Sponsor Affiliate” shall have the meaning set forth in the FILOT 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 5.01 hereof.

“Threshold Date” shall mean December 31, 2019.

“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 and is authorized and empowered by the provisions of the FILOT Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) The County, based on representations of the Company, has determined that the Project will subserve the purposes of the FILOT Act, and has made all other findings of fact required by the FILOT 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 FILOT 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) United Compost & Organics, Inc. (d/b/a Foxfarm Soil & Fertilizer Company) is a California corporation and GOGO, LLC, is a South Carolina limited liability company; both have all

requisite power to enter into this Agreement; and by proper action have been duly authorized to execute and deliver this Agreement.

(b) The Company intends to operate the Project primarily for the purposes of manufacturing and distributing, 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 and maintain the Project within the County and the State.

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

(e) The Company shall place in service the first phase of the Economic Development Property portion of the Project during its fiscal year ending December 31, 2014.

(f) The Company and any Sponsor Affiliate, if applicable, shall expend Six Million Nine Hundred Eighty Five Thousand Dollars (\$6,985,000), but not less than Five Million Dollars (\$5,000,000) in the County for Costs of the Project and create approximately twenty-seven (27), but not less than seventeen (17) new, full-time equivalent jobs, with benefits, at the Project site 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 and subject to any existing encumbrances; 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 any encumbrances (or lack thereof) or the design, capabilities, or condition of the Project or that it will be suitable for the Company's purposes or needs or as to the state of title to the Project.

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 or that this Agreement or agreements similar in nature to this Agreement are invalid or unenforceable in any material respect or should the parties mutually 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 FILOT Act, upon the conveyance of title to the Project to the County at the expense of the Company, and to the extent permitted by law, agrees to lease, at the expense of the Company, the Project to the Company pursuant to the Streamlined FILOT Act. Any such lease shall contain such terms and conditions as are mutually-agreeable to the parties which shall include, but not be limited to: (1) full, complete, environmental indemnity by the Company in favor of the County; (2) suitable provisions for acquisition of the entire Project or part thereof for the consideration of \$1.00 at the completion or earlier termination of the lease if all terms and provisions of the lease have been met; and (3) to the extent applicable to a lease agreement permitted under the FILOT Act, the same or substantially same provisions set forth in this Agreement. Any such conveyance and lease shall additionally be subject to receipt by the County of evidence reasonably satisfactory to the County that no environmental contamination exists with respect to the property being conveyed and leased. The Company acknowledges that any such sale/leaseback arrangement may not preserve the benefits of the Streamlined FILOT Act with respect to any portion of the Project placed in service prior to the effective date of any such sale/leaseback arrangement with the County, to the extent that the effective date of such sale/leaseback arrangement is later than December 31 of the Company's tax year in which such portion of the Project is placed in service. However, the County agrees that it will, at the expense of the Company, and to the extent permitted by the FILOT Act, assist in efforts by the Company to have any such Economic Development Property included within the sale/leaseback arrangement under the Streamlined FILOT Act due to the fact that such Economic Development Property will never have been subject to normal *ad valorem* taxation, but instead, will always have been subject to a fee-in-lieu of tax pursuant to a Park Agreement between the County and a partner county, established pursuant to Section 4-1-170 of the Code.

SECTION 3.04. Joint-County Industrial and Business Park. The Project will be located on property which is to be designated as part of a Park Agreement executed and entered into by and between the County and Greenville County, South Carolina. However, to the extent such Park Agreement is no longer effective or will terminate prior to the end of the term provided for the Special Source Revenue Credit in Section 5.02 hereof, the County shall use its best efforts to have the Project site(s) included within a Park by entering into or amending a Park Agreement to include the Project and the other property of the Company located on the Land, and 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 such Special Source Revenue Credit. Further, the County shall use its best efforts and endeavor to work with one or more contiguous counties (and, to the extent the Project site(s) is located within the corporate limits of a municipality, will work with such municipality) to establish or maintain such Park in accordance with the terms of this Agreement, and, in any event, to use its best efforts to keep the

Project site(s) as part of such Park or any other Park of the County throughout such term.

ARTICLE IV

INVESTMENT BY COMPANY IN PROJECT; JOBS CREATION; MAINTENANCE AND MODIFICATION OF PROJECT

SECTION 4.01. Acquisition by Construction and Purchase of Project; Jobs Creation.

(a) The Company and any Sponsor Affiliate hereby agree to expend upon the Cost of the Project an expected Six Million Nine Hundred Eighty Five Thousand Dollars (\$6,985,000), but not less than Five Million Dollars (\$5,000,000) 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. The Company further expects to create approximately twenty seven (27), but agrees to create not less than seventeen (17) new, full-time equivalent jobs, with benefits, at the Project site during the Initial Investment Period.

(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 and any Sponsor Affiliate may invest additional property in the County to complete the Project and have such additional property treated as Economic Development Property, if, by the end of the Initial Investment Period, at least Five Million Dollars (\$5,000,000) has been invested in the Project by the Company and any Sponsor Affiliates, if applicable, and at least seventeen (17) new, full-time equivalent jobs, with benefits, have been created at the Project site during the Initial Investment Period.. Accordingly, the Investment Period shall end on December 31, 2024 if the Company and any Sponsor Affiliates, if applicable, invest at least Five Million Dollars (\$5,000,000) and the Company creates at least seventeen (17) new, full-time equivalent jobs, with benefits, at the Project site during the Initial Investment Period.

(c) The Company shall retain title to the Project throughout the Term of this Agreement.

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

SECTION 4.03. Modification of Project.

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

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

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

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

SECTION 4.04. Records and Reports.

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

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

(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. The County shall conform with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments, to the extent allowed by law, including, but not limited to, the South Carolina Freedom of Information Act.

(c) Whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns or other documents with regard to the Project, while this Agreement is in effect, the Company or owner of the Project at the time shall promptly furnish to the County through the County Attorney the completed form of such required documents together with a certification by the Company or owner that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company or owner

to comply with this provision, the Company or owner agrees to pay the statement for attorneys fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within 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.

(d) Any actions to be undertaken or instruments to be executed by the Company under this Agreement may be undertaken or executed by an Authorized Company Representative.

ARTICLE V

PAYMENTS IN LIEU OF TAXES; SPECIAL SOURCE REVENUE CREDITS

SECTION 5.01. Payments in Lieu of Taxes.

(a) In accordance with the FILOT Act, the parties hereby agree that, during the Term of the Agreement, the Company shall pay with respect to the Project annually a FILOT in the amount calculated as set forth in paragraph (b) below, on or before January 15 of the year following the first calendar year after the close of the accounting period regularly employed by the Company for income tax purposes and in which accounting period a portion of the Project was first placed in service, and at the places, in the manner, and subject to the penalty assessments as prescribed by the County or the Department of Revenue for *ad valorem* taxes.

(b) The FILOT Payment due with respect to each property tax year shall equal, to the extent permitted by law, the sum of: (i) with respect to any portion of the Project consisting of undeveloped land or Non-Economic Development Property, a payment equal to the taxes that would otherwise be due on such undeveloped land or Non-Economic Development Property were it taxable; (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 thirty (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 then due on such property taking into account any exemption allowed by the law. With respect to 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 FILOT Act, subject to the continuing requirement to maintain a minimum of Five Million Dollars (without regard to depreciation) in the Project once the Investment Period has ended.

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

(ii) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on: (1) the fair market value of real property (using the original

income tax basis for South Carolina income tax purposes without regard to depreciation) and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes); (2) a millage rate, for all taxing entities within whose taxing jurisdiction the Project falls, of the millage rate for the Project site on June 30, 2013, which the Parties hereto believe to be 306.7 mills, and (3) an assessment ratio of six percent (6%). The millage rate and the assessment ratio shall remain fixed for the duration of this Agreement, except as otherwise provided herein. All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State and the exemption allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(iii) If taxes on real and personal property shall be abolished in the County or in the State, the Company may terminate this Agreement immediately without further obligation other than to make any payments due hereunder at the time of termination, if any.

(d) Subject, always to the statutory requirement to maintain Minimum Investment in the Project in order to maintain the FILOT approved hereby, the FILOT Payments are to be recalculated: (i) to reduce such payments in the event the Company disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code, as provided in Section 4.03, by the amount thereof applicable to the Released Property; provided, however, that any disposal of Released Property need not result in a recalculation of the FILOT Payments unless the Company so elects; or (ii) to increase such payments in the event the Company adds property (other than Replacement Property) to the Project. Notwithstanding the foregoing, to the extent that any Special Source Credit is used as payment for Equipment and the Equipment is removed from the Project at any time during the life of the FILOT, the amount of the FILOT Payments due on the Equipment for the year in which the Equipment was removed from the Project also shall be due for the two years immediately following the removal; to the extent that any Special Source Credit payment amounts were used for both real property and Equipment or infrastructure and Equipment, all amounts will be presumed to have been first used for Equipment; and if Equipment is removed from the Project but is replaced with qualifying replacement property, then the Equipment will not be considered to have been removed from the Project.

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

(f) In the event that the Company and any Sponsor Affiliate have not invested at least Five Million Dollars (\$5,000,000) and at least seventeen (17) new, full-time equivalent jobs, with benefits, have not been created at the Project site before the Threshold Date, the portions of the Project previously subject to Negotiated FILOT shall revert retroactively to normal *ad valorem* tax treatment, taking into account and calculating appropriate reductions for all applicable exemptions and allowable depreciation permitted by law, and the unpaid fees due thereby (the difference between

the fees actually paid (taking into account all Special Source Revenue Credits received by the Company) and normal *ad valorem* tax payments which would have been paid, subject to Section 5.02, hereof)), if any, shall be subject to interest as provided in Section 12-54-25 of the Code.

(g) Any amounts due to the County under this Section 5.01 by virtue of the retroactive application of Section 5.01(f) hereof shall be paid within ninety (90) days following written notice thereof from the County to the Company.

SECTION 5.02. Special Source Credits.

(a) The Company agrees to pay, or cause to be paid, all Infrastructure Costs 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 Infrastructure Costs shall equal or exceed the cumulative dollar amount of the Special Source Revenue Credits received by the Company.

(b) Pursuant to Section 4-1-175 of the Joint-County Industrial and Business Park Act and Sections 4-29-68 and/or 12-44-70 of the FILOT Act, the County approves the granting of a thirty-five percent (35%) Special Source Revenue Credit ("SSRC") against Net FILOT Revenues for the FILOT portion of the Project in the Park for the first five (5) years that such payments are made, provided the Company and any Sponsor Affiliates invest at least Four Million Eight Hundred Eighty-Nine Thousand Five Hundred Dollars (\$4,889,500) and create at least seventeen (17) new, full-time equivalent jobs, with benefits, at the Project site by the end of the Company's third tax year following the tax year (2014) in which the initial investments are made in the Project. If the Four Million Eight Hundred Eighty Nine Thousand Five Hundred Dollars (\$4,889,500) capital investment requirement is met, but the jobs creation requirement set forth in this paragraph is not met by the end of the Company's third (3rd) tax year following the tax year (2014) in which the initial investments are made in the Project, the SSRC will drop to Twenty percent (20%), and will end altogether if that jobs creation requirement is not met by the end of the Company's fourth (4th) tax year following the tax year (2014) in which the initial investments are made in the Project. If the jobs creation requirement set forth in this paragraph is met, but the Four Million Eight Hundred Eighty Nine Thousand Five Hundred Dollars (\$4,889,500) capital investment requirement is not made by the end of the Company's third (3rd) tax year following the tax year (2014) in which the initial investments are made in the Project, the SSRC will drop to Fifteen percent (15%), and will end altogether if that investment requirement is not met by the end of the Company's fourth (4th) tax year following the tax year (2014) in which the initial investments are made in the Project. If neither the jobs creation requirement nor the Four Million Eight Hundred Eighty Nine Thousand Five Hundred Dollars (\$4,889,500) capital investment requirement are met by the end of the Company's third (3rd) tax year following the tax year (2014) in which the initial investments are made in the Project, the SSRC will drop to Fifteen percent (15%), and will end altogether if neither requirement is met by the end of the Company's fourth (4th) tax year following the tax year (2014) in which the initial investments are made in the Project. No rebate of incentives already received will be required in any event. Should either the jobs creation requirement or the investment requirement, once the SSRC is lowered or ended, is met, during the term of the SSRC, the remainder of the SSRC will be reinstated for the remainder of the original SSRC term at the original SSRC amount. No lost SSRC may be collected, in any event.

In addition to the SSRC set forth in the preceding paragraph, commencing with the first Fee Payment by the Company due with respect to the property tax year in which Project property is initially placed in service (2014), and continuing for up to twenty nine (29) consecutive annual Fee Payments thereafter (for a total of up to thirty (30) annual Fee Payments), the County shall hereby provide an additional infrastructure credit (the "Additional Infrastructure Credit") of forty percent (40%) of the Net FILOT Revenues (as defined herein) made by the Company and all Sponsor Affiliates on behalf of the Project in the Park, pursuant to the Park Agreement, which is subject to 10.5% assessment ratio and is not already receiving either the manufacturing abatement under Section 12-37-220 of the Code, the SSRC or an existing infrastructure credit, or a negotiated FILOT arrangement under Section 4-29-67, Section 4-12-10, *et. seq.* or Section 12-44-10 *et. seq.*, South Carolina Code, 1976, as amended, subject to the following limitations and requirements: (1) as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the SSRC and Additional Infrastructure Credit received by the Company, (2) the Company shall not claim total or partial abatement of *ad valorem* property taxes as to any property for which an SSRC or Additional Infrastructure Credit is given, (3) once the Company has realized and received the Additional Infrastructure Credit for a total of thirty (30) consecutive annual fee payments, the Additional Infrastructure Credit provided hereunder shall end, and (4) if neither the jobs creation requirement (seventeen (17) new, full-time equivalent jobs, with benefits, have been created at the Project site) nor the Four Million Eight Hundred Eighty Nine Thousand Five Hundred Dollars (\$4,889,500) capital investment requirement are met by the end of the Company's fourth (4th) tax year following the tax year (2014) in which the initial investments are made in the Project, the Additional Infrastructure Credit will end.

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

ARTICLE VI

PAYMENT OF EXPENSES BY COMPANY

SECTION 6.01. Payment of Administration and Legal 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 forty-five (45) days after receiving written notice from the County specifying the nature of such expenses and requesting payment of the

same. The Company shall also pay all usual and reasonable attorneys fees incurred by the County in connection with this Agreement, the Inducement Agreement and all other related documents necessary to provide the Company with the incentives provided herein and therein.

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

ARTICLE VII

CASUALTY AND CONDEMNATION

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

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

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

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

SECTION 8.01. Use of Project for Lawful Activities. The Company is hereby granted and shall have the right during the Term of this Agreement to occupy and use the Project for any lawful purpose authorized pursuant to the FILOT 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 and distribution 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; (b) any obligation of the County created by or arising under the Agreement shall be a limited obligation of the County, payable by the County solely from the proceeds derived hereunder and shall not under any circumstances be deemed to constitute a general obligation of the County under the meaning of any constitutional or statutory limitation; and (c) 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. The Company may permit one or more other Affiliates to consolidate or merge into it without the consent of the County, provided no default shall have occurred and be continuing at the time of such proposed transaction or would result therefrom.

SECTION 8.05. Indemnification Covenants.

(a) The Company shall and agrees to indemnify and save the County, including the members of the governing body of the County, and the employees, officers and agents of the County (herein collectively referred to as the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm, company or legal entity arising from the conduct or management of, or from any work or thing done on the Project during the Term, and, Company further, shall indemnify and save the Indemnified Parties harmless against and from all claims arising from any act, error or omission occurring during the Term from: (i) any condition of the Project, (ii) any breach or default on the part of Company in the performance of any of its obligations under this Agreement, (iii) any act of the Company or any of its agents, contractors, servants, employees or licensees, related to the Project, (iv) any act of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, related to the Project, or (v) any environmental violation, condition, or effect of, upon or caused by the Project. Company shall indemnify, defend and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from an Indemnified Party, Company shall defend it in any such action, prosecution or proceeding, with counsel reasonably acceptable to the County.

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the execution of this Agreement, by reason of the performance of any act requested of it by the Company, or by reason of the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm, corporation or other legal entity, arising out of the same, and all costs and expenses, including, but not limited to, attorneys fees, incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Company shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

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

ARTICLE IX

TRANSFERS; FINANCING ARRANGEMENTS

SECTION 9.01. Transfers of Interest in Agreement and Economic Development Property; Transfers of Equity Interests; Financing Arrangements. The Transfer Provisions shall apply to this Agreement and the Economic Development Property, except as otherwise provided in this Agreement. Pursuant to the Transfer Provisions, the County's prior approval or subsequent ratification of the transfer of this Agreement or any Economic Development Property to which this Agreement relates may be evidenced by a letter or other writing of the County Administrator. To the extent permitted by the Act, the County approves that equity interests in the Company may be transferred (directly or through merger, consolidation or other reorganization) to another Person at any time, with or without notice to the County; provided, however, that in the event of such a transfer, the Company shall maintain its legal existence and duly perform and comply with the terms of this Agreement. Pursuant to the Transfer Provisions, the Company may enter into lending, financing, security, leasing, or similar arrangements, or succession of such arrangements, with a financing entity concerning all or part of the Project at any time. Any release of liability of the Company in connection with any transfer shall be subject to the County's consent, not to be unreasonably withheld, and the County's consent to such release may be evidenced by a resolution adopted by the County Council of the County to that effect.

SECTION 9.02. 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 Payments or any other amounts payable to the County hereunder, 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 to, at the Company's expense, execute such agreements, documents, and instruments as may be helpful or 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 or useful therefor.

ARTICLE X

TERM; TERMINATION

SECTION 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the last day of the property tax year in which the last Negotiated FILOT Payment is due hereunder. The

County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

SECTION 10.02. Termination. The Company may terminate this Agreement at any time, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. This Agreement shall automatically terminate (subject to the provisions of Section 5.01(f) hereof) if the Company and any Sponsor Affiliate fail to invest at least Five Million Dollars (\$5,000,000) and at least seventeen (17) new, full-time equivalent jobs, with benefits, have not been created at the Project site by the Threshold Date, or if the Act and/or the FILOT are declared invalid or unenforceable.

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, indemnification payments under Section 8.05, Administration Expenses or any other amount payable hereunder, which default shall not have been cured within thirty (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 ninety (90) days after the County shall have given the Company written notice of such default, the Company shall fail to proceed promptly to cure the same.

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

(i) declare immediately due and payable FILOT Payments, Administration Expenses, or any other amounts due hereunder;

(ii) terminate this Agreement by delivery of written notice to the Company not less than thirty (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 including reasonable attorneys fees; second, to pay Administration Expenses; and third, to pay the FILOT.

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

ARTICLE XII

MISCELLANEOUS

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

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

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

(a) As to County:

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

(b) As to Company:

United Compost & Organics, Inc. (d/b/a Foxfarm Soil & Fertilizer
Company)
Attn: Mr. Marc Powell
1001 Lebanon Road
Pendleton, SC 29670

GOGO, LLC
ATTN: William S. Winer, Manager
1001 Lebanon Road
Pendleton, SC 29670

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

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 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.

[Execution Pages Follow]

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman ,County Council
Anderson County, South Carolina

Date: _____

(SEAL)

ATTEST:

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

**UNITED COMPOST & ORGANICS, INC.
(D/B/A FOXFARM SOIL & FERTILIZER
COMPANY)**

Witness:

BY: _____

ITS: _____

DATE: _____

GOGO, LLC

Witness:

BY: _____

ITS: _____

DATE: _____

EXHIBIT “A”

LAND DESCRIPTION

United Compost & Organics, Inc. (d/b/a Foxfarm Soil & Fertilizer Company) and GOGO, LLC

ORDINANCE NO. 2018-025

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN PROPERTY IN THE CLEMSON RESEARCH PARK PURSUANT TO A LEASE AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND ANDERSON COUNTY DEVELOPMENT PARTNERSHIP DATED JULY 14, 2006; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina (the “County”), by and through its County Council (the “County Council”) is authorized under Title 4 of the Code of Laws of South Carolina, as amended, to lease, sell, or otherwise dispose of real and personal property.

WHEREAS, the County entered into a Lease Agreement with the Anderson County Development Partnership (a/k/a Innovate Anderson) dated July 14, 2006, with a term to expire on July 12, 2036;

WHEREAS, the Lease Agreement provides that the Tenant (Anderson County Development Authority) has the unconditional option to purchase all or any portion of the Clemson Research Park (a/k/a Clemson University Advanced Materials Center) prior to expiration of the full term of the Lease at any time and from time to time and for any reason or for no reason;

WHEREAS, the Anderson County Development Partnership has indicated its intent to exercise its option under the Lease to purchase the Clemson Research Park; and

WHEREAS, the County has entered into an Agreement with the City of Anderson and the Anderson County Development Partnership regarding the Anderson County Convention and Visitors Bureau, the County’s County Square Development, and the purchase by the Anderson County Development Partnership of the Clemson Research Park.

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

1. In accordance with the terms of the Lease Agreement between Anderson County and the Anderson County Development Partnership dated July 14, 2006, Anderson County will transfer any interest it has in the Clemson Research Park to the Anderson County Development Partnership or its successor.
2. The County Administrator is hereby authorized to execute any and all documents necessary to convey the County’s interest in the Clemson Research Park to the Anderson County Development Partnership.
3. Should any part or portion of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

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

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

ENACTED in meeting duly assembled this 21st day of August, 2018.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Clerk of Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: July 10, 2018
Second Reading: August 7, 2018
Third Reading: August 21, 2018
Public Hearing: August 21, 2018

ORDINANCE NO.: 2018-030

AN ORDINANCE ORDERING A REFERENDUM TO DETERMINE WHETHER THE SOUTH CAROLINA DEPARTMENT OF REVENUE MAY ISSUE TEMPORARY PERMITS TO ALLOW FOR THE POSSESSION, SALE AND CONSUMPTION OF ALCOHOLIC LIQUORS BY THE DRINK TO BONA FIDE NONPROFIT ORGANIZATIONS AND BUSINESS ESTABLISHMENTS AUTHORIZED TO BE LICENSED FOR CONSUMPTION-ON-PREMISES SALES AND TO ALLOW THE SALE OF BEER AND WINE AT PERMITTED OFF-PREMISES LOCATIONS WITHOUT REGARD TO THE DAYS OR HOURS OF SALES.

WHEREAS, certain businesses located in Anderson County desire to sell beer/wine beverages and allow consumption on premises, on Sunday so as to maintain competitiveness with other counties and municipalities that allow the sale of beer/wine beverages and consumption on premises on Sunday;

WHEREAS, the Anderson County Council (the "Council") has been informed and believes that Sunday sales of alcoholic beverages for on-premises and off-premises consumption may allow local restaurants and businesses to remain competitive with restaurants and businesses in other counties and municipalities that allow the sale of alcoholic beverages on Sundays;

WHEREAS, pursuant to S.C. Code Ann. Section 61-6-2010(C)(4), counties are authorized to request by ordinance a referendum to be conducted at the next general election on the issue of allowing the sale of alcoholic beverages on Sundays; and

WHEREAS, the Council deems it appropriate that the citizens of the County be given the opportunity to determine this important issue because it relates to the economic development, hospitality, tourism and the health and welfare of the community.

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

The Anderson County Board of Voter Registration and Elections Board is hereby directed to place the following questions on the ballot at the next general election held on November 6, 2018, and to cause a notice be published in the newspaper of general circulation at least seven (7) days before the referendum.

1. Referendum. The form of the questions on the ballot shall be as follows:

- A. 'Shall the South Carolina Department of Revenue be authorized to issue temporary permits in this county for a period not to exceed twenty-four hours to allow the possession, sale, and consumption of alcoholic liquors by the drink to bona fide nonprofit organizations and business establishments otherwise authorized to be licensed for consumption-on-premises sales?'

Yes, In favor of the question_____

No, Opposed to the question_____

B. ‘Shall the Department of Revenue be authorized to issue temporary permits in this county for a period not to exceed twenty-four hours to allow the sale of beer and wine at permitted off-premises locations without regard to the days or hours of sales?.’

Yes, In favor of the question_____

No, Opposed to the question_____

2. **Severability.** If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

3. **Effective Date.** This Ordinance shall take effect upon the date of its adoption.

ORDAINED in meeting duly assembled this 21st day of August, 2018.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Clerk of Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: July 31, 2018
Second Reading: August 7, 2018
Third Reading: August 21, 2018
Public Hearing: August 21, 2018

ORDINANCE NO. 2018-027

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE PURCHASE AGREEMENT IN AN AMOUNT NOT EXCEEDING \$5,400,000 RELATING TO THE LEASING AND PURCHASING OF CERTAIN VEHICLES, EQUIPMENT AND PERSONAL PROPERTY, THE EXECUTION OF NECESSARY DOCUMENTS AND CLOSING PAPERS, AND OTHER MATTERS RELATING THERETO.

WHEREAS, Anderson County, South Carolina (the “*County*”) is a body corporate and politic and a political subdivision of the State of South Carolina, and as such possesses all general powers granted to counties;

WHEREAS, the County is authorized to acquire and lease property by means of lease-purchase arrangements and such arrangements do not constitute debt within the meaning of the limitation set forth at Article X, Section 14, paragraph (7)(a) of the Constitution of the State of South Carolina, 1895, as amended, and shall constitute only a current expense of the County in each fiscal year;

WHEREAS, lease-purchase arrangements excluding real property and improvements and fixtures thereon do not constitute “financing agreements” for the purposes of Section 11-27-110 of the Code of Laws of South Carolina 1976, as amended, such that the amount financed would be taken into account for the purposes of determining the legality of the transaction and the amount financed;

WHEREAS, the County Council of Anderson County, the governing body of the County (the “*County Council*”), has determined that the need exists at the present time to acquire various vehicles, equipment, and personal property, all as set forth at Exhibit A attached hereto (collectively, the “*Equipment*”). The total cost of the Equipment is estimated to be approximately \$5,300,000;

WHEREAS, the Equipment is essential to the operations of the County;

WHEREAS, the Equipment shall be acquired by and titled in the name of the County;

WHEREAS, the County Council has determined that it would be in the best interests of the County to acquire the Equipment pursuant to a lease-purchase financing; and

WHEREAS, the financing of the Equipment shall be in an amount not to exceed \$5,400,000.

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

Section 1 Authorization for Lease Purchase Financing, Ratification of Prior Action

The County hereby determines to finance the acquisition of the Equipment through and pursuant to the terms of a lease purchase arrangement (the “**Financing**”) in accordance with the terms and conditions of this ordinance (this “**Ordinance**”). The County hereby ratifies and approves the actions previously taken by the County Administrator of the County (the “**County Administrator**”) and the Central Administrative Services Director/Purchasing Manager of the County to seek bids for the Financing from financial institutions and award the Financing, on a preliminary basis, to the lessor offering the most advantageous terms to the County in the discretion of the County Administrator (the “**Approved Lender**”). County Council hereby approves _____¹ as the Approved Lender.

Section 2 Certain Delegations to the County Administrator

The County Council hereby delegates to the County Administrator the authority to determine: (a) whether to separate the Financing into multiple transactions, (b) whether to undertake any portion of the Financing on a tax-exempt basis, (c) the amount of the Financing, including any costs of issuance associated therewith, not to exceed \$5,400,000 in the aggregate (the “**Lease Amount**”), (d) the final Lease Amount, term, closing date, and other material terms for the Financing not inconsistent with this Ordinance, (e) whether to covenant to include all Lease Payments (as defined below) due in a subject fiscal year in the corresponding proposed annual budget of the County for first reading, (f) whether to covenant to provide notice to the Approved Lender in a timely manner in the event County Council determines not to include all amounts due and owing on the Lease Amount (the “**Lease Payments**”) in the budget for a subject fiscal year, (g) under what terms to authorize the possession or transfer of the Equipment to the Approved Lender and to memorialize such terms in the Financing Documents (as defined below), and (h) under what circumstances to allow an assignment from the Approved Lender to a successor institution, provided that in no event shall such assignment result in increased Lease Payments.

Section 3 Execution and Implementation of Financing Documents

All financing contracts and all related documents for the closing of the Financing (the “**Financing Documents**”) shall be consistent with the terms provided herein. Without further authorization, the County Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Financing Documents to the Approved Purchaser in the name of and on behalf of the County. The County Administrator is hereby directed and authorized to hold executed copies of the Financing Documents until the conditions for delivery of the Financing Documents have been completed to his satisfaction. The Financing Documents shall be in such final form as the County Administrator shall approve, with the County Administrator’s release of any Financing Document for delivery constituting conclusive evidence of such officer’s final approval of the final form of any of the Financing Documents.

The Chairman of County Council, the Central Administrative Services Director/Purchasing Manager of the County, the Finance Manager of the County, and the Clerk

¹ To be named on or before third reading after receipt of bids.

to County Council are severally authorized execute, acknowledge, and deliver such documents, and to take all such further action, as the County Administrator may consider necessary or desirable, upon advice of counsel, to carry out the Financing as contemplated by the provisions of this Ordinance. The Clerk to County Council is authorized to affix the seal of the County to any of the Financing Documents and attest thereto.

Section 4 Current Expense of the County, Subject to Non-Appropriation

Lease Payments shall be payable from an appropriation for each fiscal year and shall constitute a current expense of the County. Lease Payments required under the Financing Documents shall be and are subject to the availability and appropriation of funds in subsequent fiscal years. The Financing Documents shall include a statement to this effect.

Section 5 Tax Covenants

For any portion of the Financing which the County Administrator determines to undertake on a federally tax-exempt basis, the County Administrator may covenant on behalf of the County that the County shall not take or omit to take any action the taking or omission of which shall cause its interest payments on the Financing to be includable in the gross income for federal tax purposes of the registered owners of the Financing.

Section 6 Costs and Expenses

The County understands that certain costs of issuance are associated with the Financing and the County agrees that all such costs will be timely paid upon the closing of the Financing Documents and may be included in the Lease Amount.

Section 7 General Repealer; Severability

All prior actions of County officers in furtherance of the purposes of this Ordinance are hereby ratified, approved and confirmed. All resolutions or ordinances (or parts thereof) in conflict with this Ordinance are hereby repealed, to the extent of the conflict. To the extent any portion of this Ordinance is declared to be invalid or unenforceable by a court of competent jurisdiction, such invalid or unenforceable portions are hereby declared to be severable and the remaining portions shall continue in full force and effect.

Section 8 Effective Date

This Ordinance shall become effective immediately upon third reading by County Council.

ORDAINED in meeting duly assembled this ____ day of _____, 2018.

ATTEST:

ANDERSON COUNTY COUNCIL

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman

Lacey Croegaert
Anderson County Clerk to Council

Approved as to form:

Leon C. Harmon
Anderson County Attorney

First Reading: August 7, 2018
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A

Description of Vehicles, Equipment, and Personal Property

QUANTITY	DEPARTMENT	DESCRIPTION	AMOUNT
55	Sheriff	Vehicles Plus Upfitting	\$ 2,750,000
20	Roads & Bridges	Pickup Trucks	800,000
4	Roads & Bridges	Tractors	400,000
2	Roads & Bridges	Dump Trucks	240,000
1	Roads & Bridges	Paver	160,000
2	Roads & Bridges	Skidsteers	130,000
---	Roads & Bridges	Mowing Equipment	90,000
12	Other County Departments	Vehicles	400,000
4	Other County Departments	Mowers	60,000
---	Other County Departments	Various Vehicles & Equipment	215,000
1	HAZMAT	Chassis	<u>55,000</u>
Total borrowing			<u>\$ 5,300,000</u>

STATE OF SOUTH CAROLINA

)

)

ORDINANCE 2018-028

COUNTY OF ANDERSON

)

AN ORDINANCE AUTHORIZING THE ADDITION OF BAILTUCK, LLC AS A SPONSOR AFFILIATE TO THAT CERTAIN FEE AGREEMENT, DATED AS OF DECEMBER 1, 2012, BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND SARGENT METAL FABRICATORS, INC.; 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 with one or more contiguous counties for the creation and operation of one or more joint-county industrial and business parks; and

WHEREAS, Sargent Metal Fabricators, Inc. (the "Company"), a South Carolina corporation, duly authorized to do business in South Carolina, and, in fact already doing business in the County, having already invested in excess of \$7,000,000 in manufacturing property in the County and having gone from approximately 50 employees in 2003 to approximately 100 employees in Anderson County in 2011, entered into a new Fee in Lieu of Tax Agreement with the County, dated as of December 1, 2012 (the "Fee Agreement"), for a Project involving the investment of at least an additional Two Million Five Hundred Dollars (\$2,500,000) in Anderson County and the creation of at least twenty (20) new full-time jobs in Anderson County; and

WHEREAS, the Act allows the addition of Sponsor Affiliates to fee in lieu of tax agreements, to join in the authorized investment and job creation for the Projects, and Baitluck LLC, a South Carolina limited liability company desires to be added to the Fee Agreement as a Sponsor Affiliate, to participate in the investment and job creation of the Project with the

Company, and the Company likewise desires for Baitluck, LLC to become a Sponsor Affiliate under the Fee Agreement, pursuant to the Act; and

WHEREAS, Baitluck, LLC is already a party to a previous fee in lieu of tax agreement between the Company and the County and therefore well known to the County as being closely affiliated with the Company and therefore a likely Sponsor Affiliate under the Fee Agreement; and

WHEREAS, the County desires to add Baitluck, LLC to the Fee Agreement as a Sponsor Affiliate, to invest in the Project and create additional jobs in the County, all in accordance with and pursuant to the Act, and has had created a Joinder Agreement, attached hereto as Attachment A, for that purpose:

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

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

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

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

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

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

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

(f) The Fee Agreement will require the Company, and Baitluck, LLC, as Sponsor Affiliate, 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. Baitluck, LLC is hereby authorized to become a Sponsor Affiliate under the Fee Agreement through and pursuant to the Act, by and through execution, along with the Company and the County, of the Joinder Agreement attached hereto as Attachment A and hereby incorporated herein by reference as fully as if set forth verbatim herein. The Chairman of County

Council and the County Administrator are hereby authorized and directed to execute and deliver the Joinder Agreement to Baitluck, LLC and the Company for their subsequent execution. Attachment A is to be in the same form as attached hereto, or with such minor revisions thereto as are not inconsistent herewith nor materially adverse to the County.

Section 3. All other terms and provisions of the Fee Agreement not explicitly modified or amended hereby remain in full force and effect. The sole purpose of this ordinance is to add Baitluck, LLC to the existing Fee Agreement, with the consent of the Company and the County.

Section 4. 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 Joinder Agreement, and the performance of all obligations of the County under and pursuant to the Joinder Agreement.

Section 5. 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 6. 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 7. 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.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Done in meeting duly assembled this ____ day of _____, 2018.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: August 7, 2018
Second Reading:
Third Reading:
Public Hearing:

ATTACHMENT A

FORM OF JOINDER AGREEMENT

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

1. Joinder to Fee Agreement.

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

2. Capitalized Terms.

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

3. Governing Law.

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

4. Notice.

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

Bailtuck LLC
Attn: Mr. Tim Hayden
5500 Airport Road
Anderson, South Carolina 29621

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

Date

Name of Entity: Bailtuck LLC

By: _____

Its: _____

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

Date

Name of Entity: Sargent Metal Fabricators, Inc.

By: _____

Its: _____

ORDINANCE NO. 2018-032

AN ORDINANCE TO RETURN REAL PROPERTY LOCATED ON PEARMAN DAIRY ROAD (TMS NO. 095-00-09-012) TO ATLANTA BAKING COMPANY, INC. WHICH WAS DEEDED TO ANDERSON COUNTY BY ATLANTA BAKING COMPANY, INC. ON SEPTEMBER 21, 1981, TO FACILITATE AN INDUSTRIAL DEVELOPMENT REVENUE BOND PROJECT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Atlanta Baking Company, Inc. deeded property located on Pearman Dairy Road (TMS No. 095-00-09-012) to Anderson County on September 21, 1981 by Warranty Deed recorded in Book 19Q, Page 813;

WHEREAS, the Warranty Deed to Anderson County and Installment Purchase Agreement between Anderson County, South Carolina and Atlanta Baking Company, Inc. dated as of September 21, 1981 (recorded in Book 19-Q, Page 814) related to an Industrial Development Revenue Bond Project;

WHEREAS, this Industrial Development Revenue Bond Project is no longer shown on the conduit debt list maintained by the Anderson County Finance Department;

WHEREAS, Atlanta Baking Company, Inc. has paid taxes on the property with TMS No. 095-00-09-012;

WHEREAS, Atlanta Baking Company has requested that Anderson County deed the property with TMS No.: 095-00-09-012 back to Atlanta Baking Company, Inc.; and

WHEREAS, Anderson County is authorized under Title 4 of the Code of Laws of South Carolina, as amended, to leave, sell or otherwise dispose of real and personal property.

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

1. The Anderson County Council hereby approves the return of the real property identified by Tax Map No.: 095-00-09-012 to Atlanta Baking Company, Inc., the purpose for which it was deeded to Anderson County, South Carolina to facilitate an Industrial Development Revenue Bond project having been completed. The County Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver all documents in the name of and on behalf of Anderson County, South Carolina to carry out the transactions contemplated by this Ordinance.

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

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

4. This Ordinance shall take effect and be in full force upon the third reading and enactment of by Anderson County Council.

ORDAINED in meeting duly assembled this _____ day of _____, 2018.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: August 7, 2018

Second Reading: _____

Third Reading: _____

Public Hearing: _____

ORDINANCE NO. 2018-034

**AN ORDINANCE AUTHORIZING THE EXTENSION OF THE TERM
UNDER THAT CERTAIN LEASE AGREEMENT BY AND BETWEEN
ANDERSON COUNTY, SOUTH CAROLINA, AND BMW
MANUFACTURING CO. LLC DATED AS OF SEPTEMBER 1, 1998;
THE AMENDMENT OF SUCH LEASE AGREEMENT TO REFLECT
SUCH EXTENSION; AND OTHER MATTERS RELATING THERTO.**

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 South Carolina Constitution (the “**Constitution**”) and the Code of Laws of South Carolina 1976, as amended (the “**Code**”), and the case law of the Courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective industries as inducements for economic development within the County; is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 12 of the Code (the “**Act**”), to acquire, or cause to be acquired, properties (which properties constitute “projects” as defined in the Act) and to enter into agreements with any industry 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 development of the State of South Carolina (the “**State**”) will be promoted and trade developed by inducing manufacturing and commercial enterprise to locate and remain in the State 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 or other public benefits not otherwise provided locally;

WHEREAS, in the exercise of the foregoing powers, the County and BMW Manufacturing Corp. (subsequently converted to BMW Manufacturing Co., LLC), a company organized and existing under the laws of the State of Delaware (the “**Company**”), have heretofore entered into an Inducement and Millage Rate Agreement dated December 22, 1997 (the “**Inducement and Millage Rate Agreement**”) and a fee-in-lieu of taxes (“**FILOT**”) Lease Agreement dated as of September 1, 1998 (the “**FILOT Agreement**”) providing for certain incentives, including, without limitation, payment of a FILOT with respect to the Company’s Project (as defined in the FILOT Agreement) in the County;

WHEREAS, the Company has made significant investment in the Project;

WHEREAS, by an amendment dated November 4, 2003, the FILOT Agreement was amended to extend the Project Acquisition Period (as defined in the FILOT Agreement) to ten years after January 1, 1999, and to extend the date of the maximum term of the FILOT Agreement to December 31, 2028;

WHEREAS, the FILOT Agreement provides that any property placed in service as part of the Project during the Project Acquisition Period shall be included in the calculation of FILOT payments under the FILOT Agreement for a period not exceeding 20 years following the year in which such property is placed in service (the “**FILOT Term**”);

WHEREAS, the Company has requested that the County amend the FILOT Agreement by extending the FILOT Term from 20 years to 40 years as permitted by Section 4-12-30(C)(4) of the Code and Section 3.B of Act No. 290 of 2010, South Carolina General Assembly (the “**Extension**”);

WHEREAS, the County has determined that the FILOT Extension would directly and substantially benefit the general public welfare of the County by inducing the Company to continue to invest in the Project thereby increasing the ad valorem tax base, employment opportunities or other public benefits not otherwise provided locally; and that the FILOT Extension 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 Extension, i.e., economic development, maintenance and creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and that the benefits of the FILOT Extension will be greater than the costs; and

WHEREAS, the Extension will be effected pursuant to an amendment to the FILOT Agreement (the “**Amendment**”) which is now before this meeting and is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. Statutory Findings. The County hereby finds and determines that the FILOT Extension would directly and substantially benefit the general public welfare of the County by supporting and encouraging the Company to continue the Project and to make additional investments; and that such extension gives rise to no pecuniary liability of the County or a charge against the County’s general credit or taxing power.

Section 2. Approval of 20-Year Extension of FILOT Term from 20 to 40 Years. Pursuant to Section 4-12-30(C)(4) of the Code and Section 3.B. of Act No. 290 of 2010, South Carolina General Assembly, the County hereby amends the FILOT Agreement (and, as applicable, the Inducement and Millage Rate Agreement) by extending the 20-year FILOT Term under the FILOT Agreement (and, as applicable, the Inducement and Millage Rate Agreement), to a total FILOT Term of 40 years.

Section 3. Execution of Amendment to FILOT Agreement. In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Amendment which is before this meeting and filed with the Clerk to County Council are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amendment was set out in this Ordinance in its entirety. The Chair of the County Council and the County Administrator be and they each are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amendment to the Company. The Amendment is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the officials of the County executing the same, their execution thereof to

constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Amendment now before this meeting.

Section 4. Further Actions. The Chair of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Amendment and the performance of all obligations of the County under and pursuant to the Amendment.

Section 5. Governing Law. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 6. Severability. 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 7. Effectiveness of Ordinance. All Ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. In all other respects the prior Ordinances, resolutions and parts thereof which are not in conflict with the amendments hereto, shall remain in full force and effect. This Ordinance shall take effect and be in full force from and after its passage by the County Council.

Section 8. Official Action. It is the intention of the County Council that this Ordinance shall constitute an official action on the part of the County within the meaning of any statute or other legislative enactment relating to the provision of incentives including, without limitation, the approval of the extension of the FILOT Term under the FILOT Agreement.

DONE, RATIFIED AND ADOPTED this ____ day of _____, 2018.

ATTEST:

FOR ANDERSON:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Anderson County, South Carolina

First Reading: August 7, 2018
Second Reading: _____, 2018
Public Hearing: _____, 2018
Third Reading: _____, 2018

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

AMENDMENT
TO LEASE AGREEMENT

This Amendment (the “**2018 Amendment**”) to the September 1, 1998 fee-in-lieu of taxes (“**FILOT**”) Lease Agreement (the “**FILOT Agreement**”), by and between Anderson County, South Carolina (the “**County**”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council, and BMW Manufacturing Co., LLC is entered into as of this ____ day of _____ 2018.

WHEREAS, the County and BMW Manufacturing Corp. (subsequently converted to BMW Manufacturing Co., LLC), a company organized and existing under the laws of the State of Delaware (the “**Company**”), have heretofore entered into an Inducement and Millage Rate Agreement dated December 22, 1997 (“**Inducement and Millage Rate Agreement**”) and the FILOT Agreement, providing for certain incentives, including, without limitation, payment of a FILOT with respect to the Company’s Project (as defined in the FILOT Agreement) in the County;

WHEREAS, the Company has made significant investments in the Project;

WHEREAS, by an amendment dated October 14, 2003, the FILOT Agreement was amended to extend the Project Acquisition Period (as defined in the FILOT Agreement) to ten years after January 1, 1999, and to extend the date of the maximum term of the FILOT Agreement to December 31, 2028 (“**2003 Amendment**”);

WHEREAS, the FILOT Agreement provides that any property placed in service as part of the Project during the Project Acquisition Period shall be included in the calculation of FILOT payments under the FILOT Agreement for a period not exceeding 20 years following the year in which such property is placed in service (the “**FILOT Term**”);

WHEREAS, the Company has requested that the County amend the FILOT Agreement by extending the FILOT Term from 20 years to 40 years, as authorized by Section 4-12-30(C)(4) of the Code and Section 3.B. of Act No. 290 of 2010, South Carolina General Assembly (collectively, the “**Extension**”); and

WHEREAS, the County has determined that the Extension would directly and substantially benefit the general public welfare of the County by inducing the Company to continue to invest in the Project thereby increasing the ad valorem tax base, employment opportunities or other public benefits not otherwise provided locally; and that the Extension 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 Extension, i.e., economic development, maintenance and creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and that the benefits of the Extension will be greater than the costs.

In consideration of the respective representations and agreements contained in this 2018 Amendment and other value, the parties hereto agree as follows:

1. The reference in Section 4.3 to “20 years” is hereby amended to read “40 years,” and the reference in Section 4.3 to “December 31, 2028” (as provided by the 2003 Amendment) is hereby amended to read “December 31, 2048.”

2. The references in Section 4.6(c)(iv) of the FILOT Agreement to “20 years” and to “20-year” are hereby amended to read “40 years” and “40-year.”

3. To the extent that the terms of this 2018 Amendment differ from, or are otherwise inconsistent with, the terms of the FILOT Agreement (as previously amended) or the Inducement and Millage Rate Agreement (as previously amended), such Agreements are hereby amended.

4. The FILOT Agreement and Inducement and Millage Rate Agreement shall remain and continue in full force and effect, except as otherwise expressly provided in this 2018 Amendment.

[Remainder of page intentionally left blank]

IN WITNESS HEREOF, Anderson County, South Carolina and BMW Manufacturing Co., LLC, each pursuant to due authority, have duly executed this 2018 Amendment, all as of the date first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Lacey Croegaert
Clerk to Council of Anderson County

BMW MANUFACTURING CO., LLC

By: _____
Name: _____
Title: _____

**Anderson County Planning Commission
Staff Report
June 12, 2018**

Applicant: Shree Jayambe, LLC
Current Owner: Westside Quik Shop Inc.
Property Address: 1113 Beaverdam Road
Precinct: Williamston Mill
Council District: 7
TMS #(s): p/o 220-00-11-001
Acreage: +/- 2.5
Current Zoning: C-2 (Highway Commercial)
Requested Zoning: R-MHP (Manufactured Home Park)
Surrounding Zoning: North: R-MHP
South: R-20
East: C-2 and R-MHP
West: Unzoned

Evaluation: This request is to rezone the parcel of property described above from C-2 (Highway Commercial) to R-MHP (Manufactured Home Park). The applicant's stated purpose for the rezoning is to place manufactured housing on the back side of property (behind the Westside Quik Shop).

Manufactured housing parks lie to the north and east of the subject property. Several manufactured homes lie on properties to the south of the subject property. An agricultural field lies across Joe Black Road from the subject property to the southeast. Highway 29 borders the property on the west.

The Future Land Use Map in the County's Comprehensive Plan (2016) identifies the Highway 29 corridor as commercial.

Staff Recommendation: Due to the compatibility with the character of the area, staff recommends approval of this request.

Zoning Advisory

Group Recommendation: The District 7 Zoning Advisory Group did not meet on June 6, 2018 due to a lack of quorum. Pursuant to Chapter 70, Section 10.2 of the Anderson County Code of Ordinances, if

the Zoning Advisory Groups fails to submit a report and recommendation after their first scheduled meeting, it is deemed to have approved the request.

Planning Commission
Recommendation:

The Anderson County Planning Commission met on June 12, 2018 and after a duly noted public hearing recommended **denial** of a request to rezone from C-2 to R-MHP. The vote was **4** in favor, **1** opposed and **2** absent.



4/27/2018
Date of Application Completion

Application Status (Approved or Denied)

Applicant's Information

Name: Shore Jayambe LLC
Mailing Address: 1113 Beaverdam Rd Williamston SC 29697
Telephone and Fax: 864-553-5562 E-Mail: AAKASHPSO@Yahoo.com

Owner's Information
(If Different from Applicant)

Name: Westside Quick Shop, INC.
Mailing Address: 1113 Beaverdam Rd Williamston SC 29697
Telephone and Fax: 864-553-5562 E-Mail: _____

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

I (We) hereby appoint the person named the Applicant as my (our) agent to represent me (us) in this request for rezoning.

R.J. Patel
Owner's Signature

4/27/18
Date

Project Information

Property Location: 1113 Beaverdam Rd, Williamston, SC 29697
Parcel Number(s)/TMS: 220-00-11-001 (Port of TM)
County Council District: CED Seven School District: 01
Total Acreage: 2.519 Current Land Use: Nothing Back side
Current Zoning: C-2 Requested Zoning: R-MHP
Purpose of Rezoning: put some mobile home in
Back side of property.

Private Covenants or Deed Restrictions on the Property: Yes _____ No X
If you indicated no, your signature is required.

R.J. Patel
Applicant's Signature

4/27/18
Date

If you indicated yes, please provide a copy of your covenants and deed restrictions with this application - pursuant to State Law (Section 6-29-1145: July 1, 2007) - determining existence of restrictive covenants. Copies may be obtained at the Register of Deeds Office. It is the applicant's responsibility for checking any subdivision covenants or private covenants pertaining to the property.

Comments: _____

Please attach an accurate plat (survey) of the property to this application.

• A zoning map amendment may be initiated by the property owner(s), Planning Commission, Zoning Administrator or County Council. •

Please refer to the Anderson County Planning Division - Development Standards' Fee Schedule for amount due.

As the applicant, I hereby confirm that the required information and materials for this application are authentic and have been submitted to the Anderson County Planning Division - Development Standards.

R.J. Patel
Applicant's Signature

4/27/18
Date

Page 2 of 2

For Office Use Only:

Application Received By: diagroone Date Complete Application Received: _____
Application Fee Amount Paid: \$20000 Check Number: _____
Scheduled Advisory Public Hearing Date: 6/6/18 Citizens' Advisory Recommendation: _____
Scheduled Commission Public Hearing Date: 6/12/18 Planning Commission Recommendation: _____
Scheduled Council Public Hearing Date: _____ County Council Decision: _____



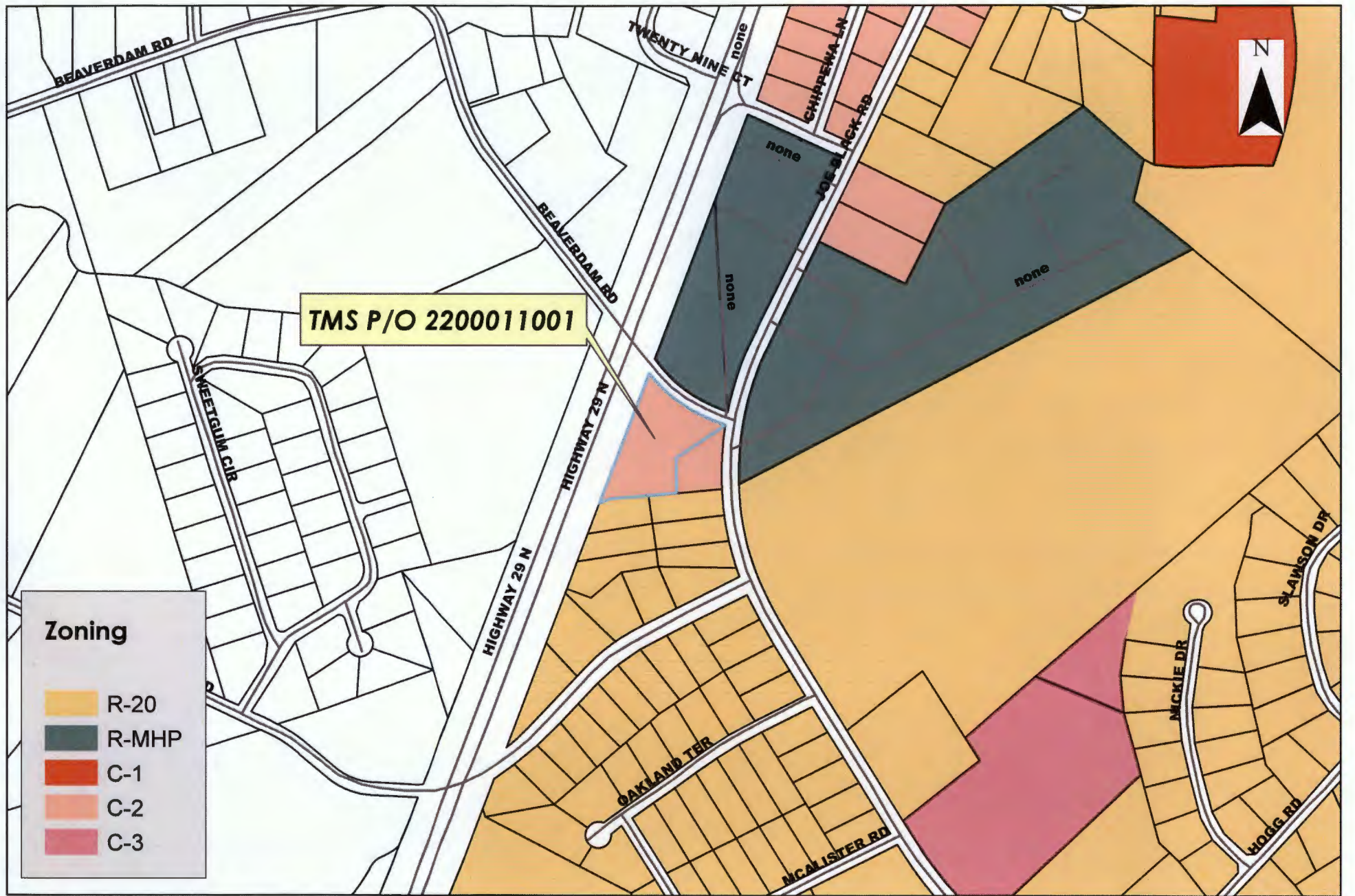
Rezoning Request
1113 Beaverdam Road
C-2 to R-MHP

0 500 1,000 2,000 Feet



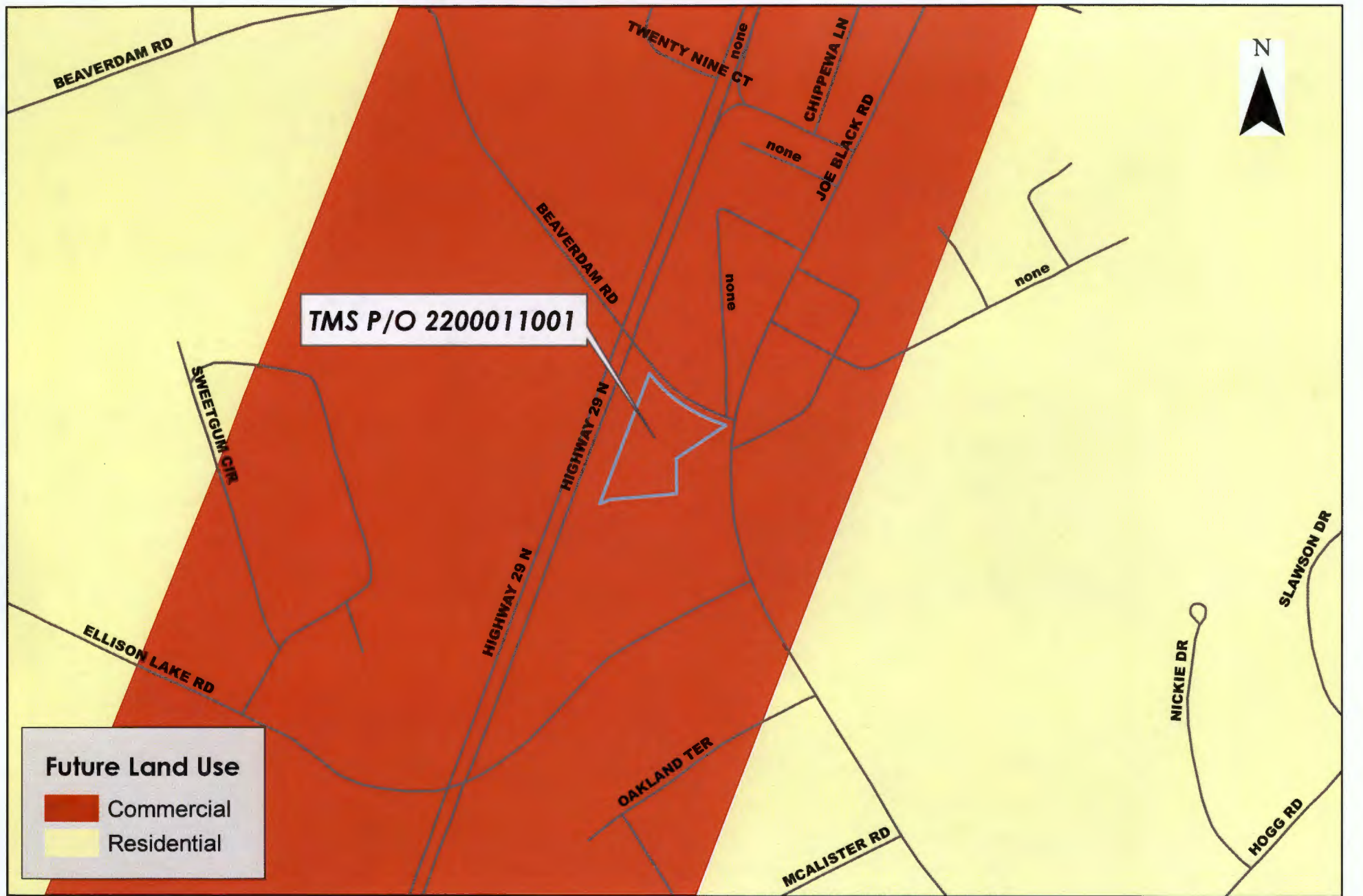
Rezoning Request
1113 Beaverdam Road
C-2 to R-MHP

0 250 500 1,000 Feet



Rezoning Request
1113 Beaverdam Road
C-2 to R-MHP

0 500 1,000 2,000 Feet



Rezoning Request
1113 Beaverdam Road
C-2 to R-MHP

0 500 1,000 2,000 Feet



5/23/18









5/23/18







5/23/18



5/23/18



5/23/18

ORDINANCE NO. 2018-031

A THIRD SUPPLEMENTAL ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF ANDERSON COUNTY, SOUTH CAROLINA, SOLID WASTE SYSTEM REVENUE BONDS, SERIES 2018, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$2,800,000; FIXING THE FORM AND CERTAIN DETAILS OF THE BONDS; AUTHORIZING THE CHAIRMAN OF COUNTY COUNCIL, THE COUNTY ADMINISTRATOR AND THE FINANCE DIRECTOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

Third Supplemental Ordinance

Enacted _____, 2018

BE IT ORDAINED BY THE COUNTY COUNCIL OF ANDERSON COUNTY, SOUTH CAROLINA, IN MEETING ASSEMBLED:

Section 1 Definitions

The terms in this Section 1 and all words and terms defined in General Bond Ordinance No. 2008-049 enacted by the Council on October 21, 2008 (except as herein otherwise expressly provided or unless the context otherwise requires) shall for all purposes of this Third Supplemental Ordinance have the respective meanings given to them in the General Bond Ordinance and in Section 1 hereof.

“Act” shall mean Title 6, Chapter 21, Code of Laws of South Carolina 1976, as amended (being the Revenue Bond Act for Utilities), pursuant to which the Series 2018 Bonds are being issued, and, for all purposes other than the authorization to issue the Series 2018 Bonds and the procedures therefor, “Act” shall have the meaning ascribed to it in the General Bond Ordinance.

“General Bond Ordinance” shall mean General Bond Ordinance No. 2008-049, enacted by the Council on October 21, 2008, authorizing and providing for the issuance of Solid Waste System Revenue Bonds of the County.

“Interest Payment Date” shall mean April 1 and October 1 of each year, commencing October 1, 2019, or such other date as determined by the Chairman of County Council and the County Administrator.

“Paying Agent” shall mean either the Custodian or the County, as determined by the Chairman of County Council upon the issuance of the Series 2018 Bonds.

“Principal Payment Date” shall mean April 1 of each year until the Series 2018 Bonds mature.

“Purchaser” shall mean the initial purchaser of any of the Series 2018 Bonds.

“Registrar” shall mean either the Custodian or the County, as determined by the Chairman of County Council upon the issuance of the Series 2018 Bonds.

“Second Supplemental Ordinance” shall mean that Supplemental Ordinance enacted April 15, 2014 providing for the issuance and sale of the Series 2014 Bond.

“Series 2014 Bond” shall mean that \$1,785,000 Solid Waste System Revenue Refunding Bond, Series 2014, dated May 8, 2014, issued pursuant to the General Bond Ordinance and the Second Supplemental Ordinance.

“Series 2018 Bond and Interest Redemption Fund” shall mean the fund established pursuant to Section 5 hereof to provide for the payment of the principal and interest on the Series 2018 Bonds.

“Series 2018 Bonds” shall mean the Anderson County, South Carolina, Solid Waste System Revenue Bonds, Series 2018, in the aggregate principal amount of not exceeding \$2,800,000 authorized to be issued hereunder.

“Series 2018 Construction Fund” shall mean the fund established pursuant to Section 6 hereof to pay the Costs of Acquisition and Construction related to the Project and the Series 2018 Bonds.

“Third Supplemental Ordinance” shall mean this Third Supplemental Ordinance, providing for the issuance of the Series 2018 Bonds.

Section 2 Findings and Determinations

The Council hereby finds and determines:

(a) This Third Supplemental Ordinance supplements the General Bond Ordinance, constitutes and is a “Supplemental Ordinance” within the meaning of such quoted term as defined and used in the General Bond Ordinance, and is enacted under and pursuant to the General Bond Ordinance and the Act.

(b) The Series 2018 Bonds constitute and are “Bonds” within the meaning of the quoted word as defined and used in the General Bond Ordinance.

(c) The Series 2018 Bonds are being issued for the purpose of (i) defraying the costs of System improvements, to include the expansion and conversion of certain landfill facilities and the purchasing of certain equipment and apparatus to serve the System (the “Project”); and (ii) paying the Costs of Issuance of the Series 2018 Bonds.

(d) Pursuant to the Act and the General Bond Ordinance, the County has previously issued the Series 2014 Bond and which is currently outstanding in the principal amount of \$365,000.

(e) The Revenues pledged under the General Bond Ordinance are not currently encumbered by any lien and charge thereon on pledge thereof, other than the lien and charge thereon and pledge created by the General Bond Ordinance, and the Second Supplemental Ordinance for payment and security of the Series 2014 Bond.

(f) There does not exist an Event of Default, nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute such Event of Default.

(g) The period of usefulness of the System is in excess of thirty (30) years from the date hereof.

(h) The Council further finds and determines:

(i) The issuance of the Series 2018 Bonds is authorized under and pursuant to an Ordinance supplemental to the General Bond Ordinance as provided in Article III of the General Bond Ordinance.

(ii) Prior to the issuance of the Series 2018 Bonds there shall be filed with the Custodian a certificate of the Chairman of County Council and County Administrator as to compliance with Section 3.3.A of the General Bond Ordinance.

(iii) Prior to the issuance of the Series 2018 Bonds there shall be delivered a report from the County Administrator or an Accountant in compliance with Section 3.3.C of the General Bond Ordinance.

(iv) The Reserve Fund Requirement shall be \$0.

(v) The estimated Costs of Acquisition and Construction of the Project are \$2,800,000 and will be financed with the proceeds of the Series 2018 Bonds.

(i) It is in the best interest of the County to issue the Series 2018 Bonds in the aggregate principal amount of not exceeding \$2,800,000 in accordance with the Act, the General Bond Ordinance and this Third Supplemental Ordinance for the purposes set forth above.

Section 3 Authorization and Details of the Series 2018 Bonds; Delegation of Authority to Determine Certain Matters Relating to the Series 2018 Bonds; Form of Series 2018 Bonds; Sale of Series 2018 Bonds

(a) There are hereby authorized to be issued, in one or more series, solid waste system revenue bonds of the County, to be designated “Anderson County, South Carolina, Solid Waste System Revenue Bonds”, with appropriate series designation, in the aggregate principal amount of not exceeding \$2,800,000. The proceeds of the Series 2018 Bonds shall be used for the purposes set forth in Section 2(c) above.

(b) Without further authorization, the Council hereby authorizes and directs the Chairman of County Council, the County Administrator and the Finance Director of the County to: (i) determine the original issue date of the Series 2018 Bonds; (ii) determine the principal amount of the Series 2018 Bonds; (iii) determine the principal and interest payment schedule for the Series 2018 Bonds; (iv) determine the redemption provisions applicable to the Series 2018 Bonds; (v) determine the date and manner of sale of the Series 2018 Bonds; (vi) approve the form of the Request for Proposals, which shall be substantially in the form attached hereto as Exhibit A, and the form of any financial information or other offering documentation to be distributed to potential purchasers of the Series 2018 Bonds consisting of such banks and other financial institutions within and without the County as the County Finance Director determines; (vii) determine the date and time for receipt of bids under the Request for Proposals; (viii) award the sale of the Series 2018 Bonds to the bidder deemed by them to offer the terms most favorable to the County in accordance with the terms of the Request for Proposals; and (ix) upon the advice of Bond Counsel, designate, or determine that the Series 2018 Bonds are deemed designated, as “qualified tax-exempt obligations” within the meaning of Section 265(b) of the Code. All actions taken prior to the date hereof by the Chairman of County Council, the County Administrator and/or the County Finance Director which are consistent with the delegation of authority in this Section 3 or in any other provision of this Third Supplemental Ordinance are hereby ratified and approved.

(c) The Series 2018 Bonds shall be represented by a single, fully registered bond; shall be registered in the name of the purchaser thereof; shall be dated the date of delivery; and shall be in the principal amount of \$2,800,000 or such lesser amount as may be determined by the Chairman of County Council, the County Administrator and the County Finance Director; provided that, upon the request of the successful bidder and the approval of the Chairman of County Council, the County Administrator and the Finance Director of the County, the Series 2018 Bonds may be issued in multiple bond certificates, numbered R-1 and up, in minimum denominations of \$100,000 or integral multiples of \$1,000 in excess thereof. Interest on the unpaid principal amount of the Series 2018 Bonds shall be payable semiannually on April 1 and October 1 of each year, commencing October 1, 2019, until maturity, or such other dates as determined by the Chairman of County Council, the County Administrator and the Finance Director. The Series 2018 Bonds shall bear interest (calculated on the basis of a 360-day year of twelve 30-day months) from its date, payable on the Interest Payment Dates at such rate per annum as may be determined by the Chairman of County Council, the County Administrator and the Finance Director at the time of the sale thereof, subject, however, to the limitations set forth in Section 3(b)(viii) above. Principal of the Series 2018 Bonds shall be payable in annual installments on April 1 of each year, commencing April 1, 2020, in the principal amounts as determined by the Chairman of County Council, the County Administrator and the Finance Director, provided the final installment of principal on Series 2018 Bonds shall not be later than April 1, 2038. The Series 2018 Bonds shall be substantially in the form attached hereto as Exhibit B.

(d) The Series 2018 Bonds are special, limited obligations of the County and are payable solely from the Revenues of the System, as calculated pursuant to the General Bond Ordinance, and the funds and accounts pledged therefor under the General Bond Ordinance. The Series 2018 Bonds are equally and ratably secured under the General Bond Ordinance with other Bonds which have been or may be issued pursuant to the General Bond Ordinance. The Series 2018 Bonds do not constitute an indebtedness of the County within any State constitutional provisions (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing obligations payable solely from special sources not involving revenues from any tax or license) 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. The full faith, credit and taxing powers of the County are not pledged to the payment of the principal of and interest on the Series 2018 Bonds.

(e) The Chairman of County Council, the County Administrator and the County Finance Director are further empowered to include such additional provisions in the Series 2018 Bonds as are requested by the purchaser in accordance with its proposal to purchase the Series 2018 Bonds to the extent not inconsistent with the General Bond Ordinance and this Third Supplemental Ordinance and deemed by such officials of the County to be necessary and appropriate.

(f) Prior to its purchase of the Series 2018 Bonds, each purchaser shall deliver to the County an "investor letter." If a purchaser of the Series 2018 Bonds agrees, the Series 2018 Bonds may be sold or transferred by such purchaser only to purchasers who execute an investor letter acknowledging its purchase of the Series 2018 Bond is a means of making a commercial loan. A legend shall be placed on the face of each Series 2018 Bond setting forth transfer restrictions consistent with this paragraph and/or any other transfer restrictions deemed necessary and appropriate by the Chairman of County Council and the County Administrator.

(g) The Series 2018 Bonds shall be offered for public sale on the date and at the time designated by the Chairman of County Council, the County Administrator and the County Finance Director, Chairman of County Council, the County Administrator and the County Finance Director, or any of them, may delegate to the County's financial advisor and/or bond counsel the responsibility for (i) publication of any required notices of the sale with respect to the Series 2018 Bonds; (ii) mailing requests for proposals to banks and other financial institutions designated by the Finance Director of the County; and (iii) receiving the proposals on behalf of the County. Proposals may be received in such form as may be approved by the County's Finance Director, including without limitation bids or proposals by sealed bid or via email, facsimile or other electronic means. The Council hereby ratifies and approves all action taken prior to the date hereof by the Chairman of County Council, the County Administrator or the County Finance Director, or by the County's financial advisor or bond counsel at the behest of either of them, in connection with such notice of sale, request for proposals or receipt of bids or proposals on behalf of the County.

(h) Without further authorization, the Council hereby authorizes and directs the Chairman of County Council to execute the Series 2018 Bonds in the name of the County and authorizes and directs the Clerk to Council to attest the manual signature of the Chairman of County Council under the seal of the County impressed, imprinted or reduced thereon.

The Series 2018 Bonds shall be subject to redemption on such terms as determined by the Chairman of County Council, the County Administrator and the Finance Director. In the event the Series 2018 Bonds are called for redemption, the County shall give notice of redemption by first-class mail, postage prepaid, to the registered owner thereof as shown on the Books of Registry of the County not less than ten days prior to the date fixed for the redemption thereof.

Section 5 Establishment of Series 2018 Bond and Interest Redemption Fund

In accordance with Section 6.6 of the General Bond Ordinance, the Series 2018 Bond and Interest Redemption Fund is hereby directed to be established by the Custodian on the date of original delivery of the Series 2018 Bonds for the benefit of the purchasers of the Series 2018 Bonds. In addition, there is hereby directed to be established within the Series 2018 Bond and Interest Redemption Fund an Interest Account and a Principal Account for the payment of interest and principal, respectively, on the Series 2018 Bonds as the same become due and payable. The payments from the Revenues authorized herein shall be made at the times set forth in Section 6.6 of the General Bond Ordinance.

Section 6 Establishment of Series 2018 Construction Fund

In accordance with Section 6.12 of the General Bond Ordinance, the Series 2018 Construction Fund is hereby directed to be established by the Finance Director. On the date of original delivery of the Series 2018 Bonds the moneys which may be used for the Costs of Acquisition and Construction for the Project shall be deposited therein.

Section 7 Payment of the Series 2018 Bonds

The Series 2018 Bonds are secured by a pledge of the Revenues referred to, and subject to the limitations set forth, in Section 6.3 of the General Bond Ordinance, and shall be subject to no prior liens or encumbrances other than as provided under the General Bond Ordinance and this Third Supplemental Ordinance. The Series 2018 Bonds are further secured by a security interest in the Interest Account and Principal Account in the Series 2018 Bond and Interest Redemption Fund established for the Series 2018 Bonds.

Section 8 Disposition of Proceeds of Series 2018 Bonds

(a) The proceeds derived from the sale of the Series 2018 Bonds shall be applied and deposited to the Series 2018 Construction Fund. Pending the use of the proceeds of the Series 2018 Bonds, the same shall be invested and reinvested by the Custodian in Government Obligations. The investment earnings therefrom may be used for any lawful purpose of the County or, if so required by the Code, to make any necessary rebate to the United States of America.

Section 9 Federal Tax Covenants

The County hereby covenants and agrees with the Holder of the Series 2018 Bonds that it will not take any action which will; or fail to take any action which failure will, cause interest on the Series 2018 Bonds to become includable in the gross income of the Holder for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Series 2018 Bonds and that no use of the proceeds of the Series 2018 Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Series 2018 Bonds would have caused the Series 2018 Bonds to be "arbitrage bonds" as defined in the Code; and to that end the County shall:

(a) Comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Series 2018 Bonds are Outstanding;

(b) Establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and

(c) Make such reports of such information at the times and places required by the Code.

Section 10 Filings with Central Repository

In compliance with Section 11-1-85 of the South Carolina Code, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five percent (5%) of the Revenues or the County's tax base.

The only remedy for failure by the County to comply with the covenant of this paragraph shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an "Event of Default" under the General Bond Ordinance or this Third Supplemental Ordinance. The County specifically reserves the right to amend or delete this covenant to reflect any change in Section 11-1-85 without the consent of any Bondholder.

Section 11 Further Actions

The Chairman of County Council, the County Administrator, the Finance Director of the County, the County Attorney, the Clerk to Council, and all other officers and employees of the County are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate issuance of the Series 2018 Bonds and to carry out the intentions of this Third Supplemental Ordinance.

Section 12 Designation of Registrar; Designation of Paying Agent; Designation of Escrow Agent

The Council hereby designates Regions Bank as Registrar for the Series 2018 Bonds. The Council hereby further designates Regions Bank as Paying Agent for the Series 2018 Bonds. The Registrar and Paying Agent shall signify their acceptances of their respective duties upon delivery of the Series 2018 Bonds.

Section 13 Section Headings

The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Third Supplemental Ordinance.

Section 14 Repeal of Inconsistent Ordinances

All Ordinances of the County, and any part of any Ordinance in conflict or inconsistent with this Third Supplemental Ordinance are hereby repealed to the extent of such inconsistency.

Section 15 Effective Date

This Third Supplemental Ordinance shall become effective upon third reading by County Council.

ORDAINED in meeting duly assembled this ____ day of _____, 2018.

ATTEST:

ANDERSON COUNTY COUNCIL

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman

(SEAL)

Lacey Croegaert
Anderson County Clerk to Council

Approved as to form:

Leon C. Harmon
Anderson County Attorney

First Reading:
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A

FORM OF REQUEST FOR PROPOSALS

EXHIBIT B

FORM OF SERIES 2018 BOND

TRANSFER RESTRICTED

THIS BOND MAY BE SOLD OR TRANSFERRED IN WHOLE OR IN PART ONLY TO A PURCHASER OR TRANSFEREE CONSTITUTING A QUALIFIED INVESTOR (AS SUCH TERM IS DEFINED IN THE HEREAFTER DEFINED THIRD SUPPLEMENTAL ORDINANCE UNDER WHICH THIS BOND IS ISSUED), AND ONLY UPON SUCH QUALIFIED INVESTOR DELIVERING TO THE CITY AN INVESTMENT LETTER IN ACCORDANCE WITH THE THIRD SUPPLEMENTAL ORDINANCE.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
ANDERSON COUNTY, SOUTH CAROLINA
SOLID WASTE SYSTEM REVENUE BOND
SERIES 2018

KNOW ALL MEN BY THESE PRESENTS, that Anderson County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to _____, (the "Purchaser"), or registered assigns, but solely from the revenues hereinafter mentioned and not otherwise, the principal sum of \$_____, together with interest on the principal amount hereof from time to time unpaid at the rate of _____% per annum (calculated on the basis of a 360-day year of twelve 30-day months), but solely from said revenues and not otherwise, until this Bond matures. Interest on this Bond is payable semiannually on April 1 and October 1 of each year, commencing October 1, 2019, until maturity. This Bond is payable as to principal on April 1 in each of the years and in the principal amounts as follows:

[Insert Final Maturity Schedule]

THIS BOND IS ISSUED UNDER THE PROVISIONS OF TITLE 6, CHAPTER 21, CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN STATE CONSTITUTIONAL PROVISIONS (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE COUNTY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

The principal amounts of this Bond maturing on or before April 1, 20____, are not subject to redemption prior to their stated maturity. The principal amounts of this Bond maturing on and after April 1, 20____ shall be subject to prepayment or redemption at the option of the County on and after April 1, 20____, as a whole at any time at the principal amount thereof and interest accrued on such principal amount to be redeemed to the date fixed for redemption, without payment of any premium or penalty. In the event this Bond is called for redemption, the County shall give notice of redemption by first-class mail, postage prepaid, to the registered owner thereof as shown on the Books of Registry of the County not less than ten (10) Business Days prior to the date fixed for redemption thereof.

This Bond is issued under, pursuant to and in full compliance with the Constitution and statutes of the State of South Carolina, including particularly Article X, Section 14(10) of the South Carolina Constitution, and Title 6, Chapter 21, of the Code of Laws of South Carolina 1976, as amended (collectively the "Act"). This Bond is issued under and pursuant to a General Bond Ordinance (the "General Bond Ordinance"), a First Supplemental Ordinance (the "First Supplemental Ordinance") together with the General Bond Ordinance of the County (the "General Bond Ordinance), each duly enacted on October 21, 2008, a Second Supplemental Ordinance (the "Second Supplemental Ordinance) enacted on April 15, 2014, a Third Supplemental Ordinance enacted on _____, 2018 (the "Third Supplemental Ordinance" and together with the General Bond Ordinance, the First Supplemental Ordinance and the Second Supplemental Ordinance, collectively, the "Bond Ordinance") of the County, under the Act which the Bond Ordinance has been duly codified and indexed as prescribed by law.

The Bond Ordinance contains provisions defining terms, including the properties comprising the System; sets forth the revenues pledged for the payment of the principal of and interest on this Bond and the Bonds of other series herewith which may hereafter be issued on a parity herewith under the Bond Ordinance; sets forth the nature, extent and manner of enforcement of the security of this Bond and of such pledge, and the rights and remedies of the holder hereof with respect thereto; sets forth the terms and conditions upon which and the extent to which the Bond Ordinance may be altered, modified and amended; sets forth the terms and conditions upon which this Bond is issued and upon which other bonds may be hereafter issued payable as to principal, premium, if any, and interest on a parity with this Bond and equally and ratably secured herewith; sets forth the rights, duties and obligations of the County thereunder; and sets forth the terms and conditions upon which the pledge made in the Bond Ordinance for the security of this Bond and upon which the covenants, agreements and other obligations of the County made therein may be discharged at or prior to the maturity or redemption of this Bond with provisions for the payment thereof in the manner set forth in the Bond Ordinance. Reference is hereby made to the Bond Ordinance to all of the provisions of which any holder of this Bond by the acceptance hereof thereby assents. The provisions of the Act and the Bond Ordinance shall be a contract with the holder of this Bond.

This Bond and the interest hereon is a special obligation of the County payable solely from, and secured equally and ratably by a pledge of and lien upon, the Revenues (as defined in the Bond Ordinance) derived by the County from the operation of the System (as defined in the Bond Ordinance) and on a parity with any Series of Bonds (as defined in the Bond Ordinance) hereafter issued under the Bond Ordinance payable from such Revenues on a parity and equally and ratably secured therewith.

To the extent and in the manner permitted by the terms of the Bond Ordinance, the provisions of this Bond or of the Bond Ordinance, or any Ordinance amendatory thereof or supplemental thereto, may be amended or modified by the County with the written consent of the holders of at least sixty-six and two-thirds percent (66-2/3%) in principal amount of the Bonds then outstanding under the Bond Ordinance (including the Bond of the series of which this Bond is one); provided, that no such amendment or modification shall permit a change in the date of maturity of any installment of principal hereof or date of optional or mandatory redemption of any Bond or the date of payment of interest thereon or a reduction in the principal amount or redemption price thereof or rate of interest thereon with the consent of the holder of each such Bond affected thereby, or shall reduce the percentage of the principal amount of Bonds, the consent of the holders of which is required by the Bond Ordinance to effect such an amendment or modification.

This Bond and the interest hereon are exempt from all State, county, municipal, school County, and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and statutes of the State of South Carolina to exist, to happen and to be performed precedent to and in the issuance of this Bond, do exist, have happened and have been performed in due time, form and manner as required by law; that the series of which this Bond is a part does not exceed any constitutional or statutory limitation of indebtedness; and that provision has been made for the payment of the principal of and interest on this Bond as provided in the Bond Ordinance.

[Signature Page Follows]

IN WITNESS WHEREOF, the County Council of Anderson County, South Carolina, has caused this Bond to be executed in its name by the manual signature of the Chairman of the County Council of Anderson County, South Carolina and attested by the manual signature of the Clerk to County Council of Anderson County, South Carolina, under the seal of the County impressed, imprinted or reproduced thereon.

ATTEST:

ANDERSON COUNTY COUNCIL

Lacey Croegaert
Anderson County Clerk to Council

Tommy Dunn, Chairman

(SEAL)

REGISTRATION

This Bond has been registered in the name of _____ on registration books of Anderson County, South Carolina, kept by the Registrar.

Dated this ____ day of _____, 2018

_____, as Registrar

By: _____

ORDINANCE NO. 2018-033

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
INFRASTRUCTURE CREDIT AGREEMENT AMONG
ANDERSON COUNTY, SOUTH CAROLINA, THE CITY OF
ANDERSON, SOUTH CAROLINA, JB FERGUSON PROPERTIES,
LLC, AND ESTATE PLANNING CONSULTANTS, INC.; AND
OTHER RELATED MATTERS.**

WHEREAS, Anderson County, South Carolina ("County"), acting by and through its County Council ("County Council"), is authorized and empowered under Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act"), to (i) create multi-county industrial parks in partnership with counties having contiguous borders with the County; and (ii) include the property of eligible companies within such multi-county industrial parks, which inclusion under the terms of the Act makes such property exempt from *ad valorem* property taxes, and changes the character of the annual receipts from such property to fees-in-lieu of ad valorem property taxes ("Fee Payments");

WHEREAS, the County is further authorized by the Act to grant credits against the Fee Payments ("Infrastructure Credit") to assist a company located in a multi-county industrial park in paying the cost of (i) designing, acquiring, constructing, improving, or expanding infrastructure serving the County or the property of a company located in the multi-county industrial parks or (ii) improved or unimproved real estate and personal property used in the operation of a commercial or manufacturing enterprise located in the multi county industrial park to enhance the economic development of the County ("Infrastructure");

WHEREAS, JB Ferguson Properties, LLC and Estate Planning Consultants, Inc. (collectively, "Company") is planning an investment in the County through the establishment of one or more mixed use commercial developments (collectively "Project") on one or more sites more particularly described on Exhibit A ("Property"), which the Company expects will result in substantial job creation and additional investment of taxable property in the County;

WHEREAS, pursuant to the authority provided in the Act, the County has developed a multi-county industrial park ("Park") with Greenville County, South Carolina, and previously amended the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, ("Park Agreement") to include the Property; and

WHEREAS, the County, as an inducement to the Company to locate the Project in the County, desires to enter the Infrastructure Credit Agreement, the substantially final form of which is attached as Exhibit B ("Credit Agreement"), to provide the company with an Infrastructure Credit against the Company's Fee Payments with respect to the Project as a reimbursement to the Company for its expenditures on Infrastructure benefitting the County and the Project.

NOW THEREFORE, BE IT ORDAINED, by the County Council:

Section 1. Statutory Findings. Council determines that the Project and the Company's expenditures on Infrastructure will enhance the economic development of the County.

Section 2. Approval of Credit Agreement. Council authorizes the execution and delivery of the Credit Agreement, and the terms of the Infrastructure Credit are included in the Credit Agreement to be executed by the Company, the City of Anderson, South Carolina ("City"), and the terms are approved and incorporated in this Ordinance by reference as if the Credit Agreement were set out in this Ordinance in its entirety.

Section 3. *Further Assurances.* The Chairman of the County Council ("***Chair***") is authorized and directed, in the name of and on behalf of the County, to take whatever further actions and execute whatever further documents as the Chair deems to be reasonably necessary and prudent to effect the intent of this Ordinance.

Section 4. *Severability.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 5. *General Repealer.* 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 6. *Effective Date.* This Ordinance is effective after its third reading and public hearing.

DONE in meeting duly assembled: [], 2018.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Lacey Croegaert
Clerk to Anderson County Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____, 2018
Second Reading: _____, 2018
Third Reading: _____, 2018
Public Hearing: _____, 2018

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B
FORM OF INFRASTRUCTURE CREDIT AGREEMENT

INFRASTRUCTURE CREDIT AGREEMENT

by and among

ANDERSON COUNTY, SOUTH CAROLINA,

and

THE CITY OF ANDERSON, SOUTH CAROLINA

and

JB FERGUSON PROPERTIES, LLC

and

ESTATE PLANNING CONSULTANTS, INC.

Effective as of: January 1, 2018

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of January 1, 2018 (“Agreement”), is by and among ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), the CITY OF ANDERSON, SOUTH CAROLINA, a body politic and municipal corporation of the State of South Carolina (“City,” together with the County, the “Local Governments”) and JB FERGUSON PROPERTIES, LLC a South Carolina limited liability company (“Ferguson”) and ESTATE PLANNING CONSULTANTS, INC., a 401(k) Profit-Sharing Plan and Trust (“Estate Planning,” with Ferguson, collectively, “Company,” together with the Local Governments, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) create multi-county industrial parks in partnership with counties having contiguous borders with the County; and (ii) include the property of eligible companies within such multi-county industrial parks, which inclusion under the terms of the Act makes such property exempt from *ad valorem* property taxes, and changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes (“Fee Payments”);

WHEREAS, the County is further authorized by the Act to grant credits against the Fee Payments (“Infrastructure Credit”) to assist a company located in a multi-county industrial park in paying the cost of (i) designing, acquiring, constructing, improving, or expanding infrastructure serving the County or the property of a company located in the multi-county industrial parks or (ii) improved or unimproved real estate and personal property used in the operation of a commercial or manufacturing enterprise located in the multi county industrial park to enhance the economic development of the County (“Infrastructure”);

WHEREAS, the Company is planning an investment in the City through the establishment of one or more mixed use commercial developments in the City (collectively “Project”), on one or more sites more particularly described on Exhibit A of this Agreement (collectively, “Property,” each individual site a “Development Unit”), which the Company expects will result in additional investment in the City and County;

WHEREAS, pursuant to the authority provided in the Act, the County has developed a multi-county industrial park (“Park”) with Greenville County, South Carolina, and by an ordinance enacted on [DATE] (“MCIP Ordinance”) amended the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, (“Park Agreement”) to include the Property; and

WHEREAS, pursuant to the Park Agreement, Greenville County, South Carolina enacted a companion ordinance on [DATE] authorizing the expansion of the boundaries of the Park an amendment to the Park Agreement to include the Property in the Park;

WHEREAS, by an ordinance enacted on [DATE] (“Credit Ordinance”), the County authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below; and

WHEREAS, the City enacted an ordinance on [DATE] (“Consenting Ordinance”), consenting to the provision of Infrastructure Credits to the Company by the County and duly authorized the 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 REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina ("State");
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Credit Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park by adoption of the MCIP Ordinance; and
- (f) Based on representations made by the Company to the Local Governments, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

Section 1.2. *Representations by the City.* The City represents to the Company as follows:

- (a) The City is a body politic and a municipal corporation of the State;
- (b) The City is authorized to enter into and carry out its obligations under this Agreement;
- (c) The City has duly authorized and approved the execution and delivery of this Agreement by adoption of the Consent Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The City is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The City has approved the inclusion of the Property in the Park by adoption of the Consent Ordinance; and
- (f) Based on representations made by the Company to the Local Governments, the City has determined the Project and the Infrastructure will enhance the economic development of the City. Therefore, the City is entering into this Agreement for the purpose of promoting the economic development of the City.

Section 1.3. *Representations by the Company.* The Company represents to the Local Governments as follows:

(a) The Company is in good standing under the laws of the State, has power to conduct business in the State and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;

(b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, as defined below, at the Project; and

(c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

ARTICLE II INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The amount the Company anticipates investing for each Development Unit (each, "Investment Commitment") is set forth on Exhibit A to this Agreement, which is, in aggregate, estimated to be approximately \$1,500,000 to \$4,200,000. Prior to or within a reasonable time after commencing construction on a Development Unit, the Company shall give written notice to the Local Governments of the date of such commencement (each, "Commencement Date"). Subsequently, the Company shall certify to the Local Governments achievement of the Investment Commitment for that Development Unit by no later than the 5th anniversary of the applicable Commencement Date (each, "Certification Date") by providing documentation to the Local Governments sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the applicable Investment Commitment by the applicable Certification Date, then the County or City may individually terminate its respective part of the Agreement with regard to that Development Unit and, on termination, the Company is no longer entitled to any further benefits under the terminated portion of this Agreement for the applicable Development Unit.

In no event (a) shall the Company be entitled to certify the completion of any Development Unit on or after January 1, 2033 ("Certification Date"), (b) shall the Company invest less than \$1,000,000 by January 1, 2024, or (c) shall the Company investment less than \$1,400,000 by January 1, 2025.

Section 2.2. *Property Value.* The Local Governments hereby agree that the current fair market value of each Development Unit is set forth on the attached Exhibit A.

Section 2.3. *Infrastructure Credits.*

(a) To assist in paying for costs of Infrastructure, the County and the City shall each provide an Infrastructure Credit against the Company's Fee Payments due to the County and City with respect to the Project. The term, amount, and calculation of the Infrastructure Credit is described in Exhibit B.

(b) The Company shall receive the Infrastructure Credit for each Development Unit, beginning with the first Fee Payment, and then continuing for a period of 20 years, with such 20-year term beginning with the first Fee Payment due following substantial completion of construction (typically, evinced by the receipt of a "certificate of occupancy") at the applicable Development Unit (each, "Credit Term"). The applicable Credit Term shall be measured individually for each Development Unit. During the construction period for each Development Unit, neither Local Government shall reassess the applicable Development Unit so as to increase either the fair market value or assessed value.

(c) The County shall prepare and issue the Company's annual bill with respect to the Project. Following receipt of the bill, the Company shall complete and return the Credit Worksheet, attached hereto as Exhibit C, showing the Infrastructure Credit to which the Company is entitled, and remit the Fee Payment

net of the Infrastructure Credit set forth in Section 2.3 (a) (“Net Fee Payment”) to the County.

(d) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE LOCAL GOVERNMENTS. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE LOCAL GOVERNMENTS PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE LOCAL GOVERNMENTS OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE LOCAL GOVERNMENTS OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE LOCAL GOVERNMENTS OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE LOCAL GOVERNMENTS OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

Section 2.4. *Filings.* To assist the Local Governments in administering the Infrastructure Credits, the Company shall, for the Credit Term, provide the Local Governments with documentation with respect to the Property.

Section 2.5. *Cumulative Infrastructure Credit.* The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. *Events of Default.* The following are “Events of Default” under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment to the City or County, which failure has not been cured within 30 days following receipt of written notice from the City or County specifying the delinquency in payment and requesting that it be remedied;

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

(c) Failure by the Company to perform under this Agreement (other than those described in Sections 2.1 and 2.2 and under (a) above), which failure has not been cured within 30 days after written notice from the Local Governments to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(d) A representation or warranty made by the Local Governments which is deemed materially incorrect when deemed made; or

(e) Failure by the City or County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the City or County specifying such failure and requesting that it be remedied, unless the City or County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the City

or County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the City or the County may take any one or more of the following remedial actions:

(i) terminate its respective portion the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the City or County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 3.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. Nonwaiver. A delay or omission by the Company or Local Governments to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company, City, or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

**ARTICLE IV
MISCELLANEOUS**

Section 4.1. Examination of Records; Confidentiality.

(a) The Local Governments and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project solely for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; and (iii) permitting the Local Governments to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the City or County).

(b) The Local Governments acknowledge that the Company may utilize confidential and

proprietary processes and materials, services, equipment, trade secrets, and techniques (“Confidential Information”) and that disclosure of the Confidential Information would result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the Local Governments pursuant to this Agreement as “Confidential Information.” Except as required by law, the Local Governments, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the Local Governments are subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the Local Governments are required to disclose any Confidential Information to a third party, the Local Governments will use their best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. Assignment. The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the Local Governments, which may be given by resolution, and which consent will not be unreasonably withheld.

Section 4.3. Provisions of Agreement for Sole Benefit of County, City and Company. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County, City 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, City, and the Company.

Section 4.4. Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. Limitation of Liability.

(a) The Local Governments are not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the Local Governments from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the Local Governments contained in this Agreement are binding on members of the County Council, City Council of the City of Anderson (“City Council”), or any elected official, officer, agent, servant or employee of the Local Governments only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council, City Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 4.6. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the Local Governments, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the Local Governments’ obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The Local Governments are entitled to use counsel of its choice and the Company shall reimburse the Local Governments for all of its reasonable costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The Local Governments shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the Local Governments within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the Local Governments are not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The Local Governments may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the Local Governments for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the Local Governments' obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the Local Governments having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:	Anderson County, South Carolina Attn: County Council Chair PO Box 8002 Anderson, SC 29622 Phone: 864.260.1036
-------------------	---

with a copy to (does not constitute notice):	Anderson County Attorney PO Box 8002 Greenville, SC 29604-8002 Phone: 864.260.4031
---	---

if to the County:	City of Anderson, South Carolina Attn: City Manager 401 South Main Street
-------------------	---

Anderson, SC 29624
Phone: 864.231.2200

with a copy to
(does not constitute notice): ☐

if to the Company: JB Ferguson Properties, LLC
 ☐

with a copy to
(does not constitute notice): Kozlarek Law LLC
 Attn: Michael E. Kozlarek
 Post Office 565
 Greenville, South Carolina 29602-0565
 Phone: 864.729.1931

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

Section 4.8. *Reserved.*

Section 4.9. *Entire Agreement.* This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is 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 of this Agreement.

Section 4.10 *Agreement to Sign Other Documents.* From time to time, and at the expense of the Company, to the extent any expense is incurred, the Local Governments agree to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. *Agreement's Construction.* Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. *Applicable Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. *Counterparts.* This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. *Amendments.* This Agreement may be amended only by written agreement of the Parties.

Section 4.15. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. Business Day. If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

*[THREE SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman
Anderson County Council

(SEAL)
ATTEST:

Lacey Croegaert
Clerk to Council, Anderson County Council

[COUNTY SIGNATURE PAGE: INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, City of Anderson, South Carolina, has caused this Agreement to be executed by the appropriate officials of the City and its corporate seal to be affixed and attested, effective the day and year first above written.

CITY OF ANDERSON, SOUTH CAROLINA

City Manager, City of Anderson, South Carolina

(SEAL)
ATTEST:

Clerk to Council, Anderson City Council

[CITY SIGNATURE PAGE: INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, JB Ferguson Properties, LLC, and Estate Planning Consultants, Inc. have each caused this Agreement to be executed by its respective authorized officer(s), effective the day and year first above written.

JB FERGUSON PROPERTIES, LLC

By: _____

Name: _____

Its: _____

ESTATE PLANNING CONSULTANTS, INC.

By: _____

Name: _____

Its: _____

[COMPANY SIGNATURE PAGE: INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A
**DEVELOPMENT UNIT DESCRIPTION,
PRELIMINARY PROPERTY VALUE, AND ESTIMATED INVESTMENT**

PRELIMINARY PROPERTY VALUE

<u>Development Unit 1</u>	
<u>TMS</u>	<u>Value</u>
123-33-01-001	\$ 8,756.00
123-33-01-002	\$ 28,161.00
123-33-01-003	\$ 33,840.00
123-33-01-004	\$ 46,957.00
123-33-01-005	\$ 65,281.00
123-33-01-006	\$ 67,005.00
Total	\$ 250,000.00

<u>Development Unit 2</u>	
<u>TMS</u>	<u>Value</u>
123-33-02-001	\$ 39,712.00
123-33-02-002	\$ 29,390.00
123-33-02-003	\$ 25,433.00
123-33-02-004	\$ 33,605.00
Total	\$ 128,140.00

<u>Development Unit 3</u>	
<u>TMS</u>	<u>Value</u>
123-33-02-005	\$ 32,601.00
123-33-02-006	\$ 34,236.00
123-33-02-007	\$ 29,677.00
123-33-02-008	\$ 25,347.00
Total	\$ 121,861.00

<u>Development Unit 4</u>	
<u>TMS</u>	<u>Value</u>
123-33-03-001	\$ 24,160.00
123-33-03-001	\$ 19,900.00
123-33-03-001	\$ 21,500.00
Total	\$ 65,560.00

<u>Development Unit 5</u>	
<u>TMS</u>	<u>Value</u>
123-33-03-004	\$ 8,930.00
123-33-03-005	\$ 12,330.00
123-33-03-006	\$ 48,200.00
Total	\$ 69,460.00

<u>Development Unit 6</u>	
<u>TMS / Suite</u>	<u>Value</u>
123-30-12-005 / Roof, Ext, Infra	\$ 80,290.00
123-30-12-004 / Roof, Ext, Infra	\$ 44,730.00
123-30-12-005 / Suite 412	\$ 2,646.92
123-30-12-004 / Suite 406	\$ 3,195.00
123-30-12-004 / Suite 408	\$ 3,195.00
123-30-12-004 / Suite 410	\$ 3,195.00
Total	\$ 137,251.92

<u>Development Unit 7</u>	
<u>TMS / Suite</u>	<u>Value</u>
123-30-12-005 / Suite 418	\$ 2,646.92
123-30-12-005 / Suite 420	\$ 2,646.92
123-30-12-005 / Suite 414	\$ 2,646.92
Total	\$ 7,940.77

ESTIMATED INVESTMENT

<u>Development Unit 1</u>	
<u>Inv (low)</u>	<u>Inv (high)</u>
\$ 300,000.00	\$ 500,000.00

Total \$ 300,000.00 \$ 500,000.00

<u>Development Unit 2</u>	
<u>Inv (low)</u>	<u>Inv (high)</u>
\$ 300,000.00	\$ 400,000.00

Total \$ 300,000.00 \$ 400,000.00

<u>Development Unit 3</u>	
<u>Inv (low)</u>	<u>Inv (high)</u>
\$ 300,000.00	\$ 400,000.00

Total \$ 300,000.00 \$ 400,000.00

<u>Development Unit 4</u>	
<u>Inv (low)</u>	<u>Inv (high)</u>
\$ 100,000.00	\$ 400,000.00

Total \$ 100,000.00 \$ 400,000.00

<u>Development Unit 5</u>	
<u>Inv (low)</u>	<u>Inv (high)</u>
\$ 100,000.00	\$ 400,000.00

Total \$ 100,000.00 \$ 400,000.00

<u>Development Unit 6</u>	
<u>TMS / Suite</u>	<u>Inv (low)</u>
005 / Roof, Ext, Infra	\$ 300,000.00
004 / Roof, Ext, Infra	\$ 150,000.00
005 / Suite 412	\$ 100,000.00
004 / Suite 406	\$ 33,333.33
004 / Suite 408	\$ 33,333.33
004 / Suite 410	\$ 33,333.33
Total	\$ 650,000.00

<u>Inv (high)</u>
\$ 400,000.00
\$ 200,000.00
\$ 200,000.00
\$ 66,666.67
\$ 66,666.67
\$ 66,666.67
\$ 1,000,000.00

<u>Development Unit 7</u>		
<u>TMS / Suite</u>	<u>Inv (low)</u>	<u>Inv (high)</u>
005 / Suite 418	\$ 100,000.00	\$ 200,000.00
005 / Suite 420	\$ 100,000.00	\$ 200,000.00
005 / Suite 414	\$ 100,000.00	\$ 200,000.00
Total	\$ 300,000.00	\$ 600,000.00

<u>Development Unit 8</u>	
<u>TMS / Suite</u>	<u>Value</u>
123-30-12-005 / Suite 414a	\$ 2,646.92
123-30-12-005 / Suite 414b	\$ 2,646.92
123-30-12-005 / Suite 414c	\$ 2,646.92
123-30-12-005 / Suite 414d	\$ 2,646.92
123-30-12-005 / Suite 414e	\$ 2,646.92
123-30-12-005 / Suite 414f	\$ 2,646.92
123-30-12-005 / Suite 414g	\$ 2,646.92
123-30-12-004 / Suite 414h	\$ 3,195.00
123-30-12-004 / Suite 414i	\$ 3,195.00
123-30-12-004 / Suite 414j	\$ 3,195.00
123-30-12-005 / Suite 414k	\$ 2,646.92
123-30-12-005 / Suite 414l	\$ 2,646.92
Total	\$ 33,407.31

<u>Development Unit 8</u>		
<u>TMS / Suite</u>	<u>Inv (low)</u>	<u>Inv (high)</u>
005 / Suite 414a	\$ 56,000.00	\$ 63,000.00
005 / Suite 414b	\$ 48,000.00	\$ 54,000.00
005 / Suite 414c	\$ 80,000.00	\$ 90,000.00
005 / Suite 414d	\$ 5,000.00	\$ 6,000.00
005 / Suite 414e	\$ 5,000.00	\$ 6,000.00
005 / Suite 414f	\$ 4,000.00	\$ 5,000.00
005 / Suite 414g	\$ 16,000.00	\$ 20,000.00
004 / Suite 414h	\$ 12,000.00	\$ 13,000.00
004 / Suite 414i	\$ 80,000.00	\$ 90,000.00
004 / Suite 414j	\$ 48,000.00	\$ 54,000.00
005 / Suite 414k	\$ 56,000.00	\$ 63,000.00
005 / Suite 414l	\$ 32,000.00	\$ 36,000.00
Total	\$ 442,000.00	\$ 500,000.00

EXHIBIT B
DESCRIPTION OF INFRASTRUCTURE CREDIT

The Company shall be entitled to an Infrastructure Credit against its Fee Payments during the Credit Term of each individual Development Unit, calculated by subtracting the Preliminary Property Value of each Development Unit from the fair market value of each Development Unit for the applicable tax year, multiplied by the then applicable assessment ratio and the then applicable millage rate for the applicable tax year, shown as follows:

(fair market value – Preliminary Fair Market Property Value)

$$\begin{array}{r} \times \quad \text{applicable assessment ratio} \\ \hline \times \quad \text{applicable millage rate} \\ \hline \text{Infrastructure Credit} \end{array}$$

By way of example only, assume the following facts: (i) the Preliminary Property Value of one of the Development Units is \$1,000,000, (ii) the fair market value of the same Development Unit for the then applicable tax year is \$1,500,000, (iii) the assessment ratio applicable to the Development Unit during the applicable tax year is 6%, and (iv) the millage rate applicable to the Development Unit for the applicable tax year is .295.

$$\begin{array}{r} (\$1,500,000 - \$1,000,000) \\ \times \quad \quad \quad 6\% \\ \hline \times \quad \quad \quad .295 \\ \hline \$8,850.00 \end{array}$$

In this example, the Company would be entitled to an Infrastructure Credit in an amount of \$8,850.00 against its Fee Payment.

EXHIBIT C
FORM OF ANNUAL CREDIT CERTIFICATION

Reference is made to that certain Infrastructure Credit Agreement effective as of January 1, 2018 ("Credit Agreement"), by and among Anderson County, South Carolina ("County"), JB Ferguson Properties, LLC ("Ferguson"), and Estate Planning Consultants, Inc. ("Estate Planning," collectively, together with Ferguson, "Company"). Each capitalized term not defined herein has the meaning ascribed thereto in the Credit Agreement. Company shall in each respective tax year, submit this Certification to County.

As set forth in Section 2.3 of the Credit Agreement, County has agreed to provide Infrastructure Credits against Fee Payments made by the Company attributable to certain Development Units as part of the Project. In accordance with the terms of the Agreement, the undersigned authorized agent of the Company certifies to the best of his/her knowledge to Items 1 through 6 as follows:

1. Pursuant to Section 2.3 of the Credit Agreement, the Company is entitled to an Infrastructure Credit in an amount calculated by subtracting the Preliminary Property Value of each Development Unit from the fair market value of each Development Unit for the applicable tax year, multiplied by the then applicable assessment ratio and the then applicable millage rate for the applicable tax year, shown as follows:

(fair market value – Preliminary Fair Market Property Value)

x applicable assessment ratio

x applicable millage rate
Infrastructure Credit

2. The Company has received assessment notices (copies attached) dated on or about, stating the fair market value of each Development Unit as:

Development Unit	Fair Market Value According to County for Tax Year 20__

3. Based solely on information provided to the Company by the County, the applicable millage rate at the Project for tax year 20__ is _____ mills.

4. Based solely on information provided to the Company by the County, the applicable assessment ratio for the Project for tax year 20__ is _____%.

5. Pursuant to Section 2.3 of the Credit Agreement, the Company is entitled to an Infrastructure Credit in the amounts set forth in the table below:

Development Unit	First Year of Credit Term	Fair Market Value for 20__	Preliminary FM Property Value	Assessment Ratio for 20__	Millage Rate for 20__	Infrastructure Credit Amount
Total:	--			--	--	

6. Along with this Certification, the Company has remitted a Fee Payment equal to the [total amount of taxes set forth on the tax assessment] less [the aggregate amount of Infrastructure Credits].

IN WITNESS WHEREOF, [as applicable] JB Ferguson Properties, LLC, and Estate Planning Consultants, Inc., have caused this Credit Certification to be completed and executed by its respective authorized officers on this ____ day of _____, ____.

JB FERGUSON PROPERTIES, LLC

By: _____

Name: _____

Its: _____

ESTATE PLANNING CONSULTANTS, INC.

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE TO CREDIT CERTIFICATE]

ORDINANCE NO. 2018-037

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
INFRASTRUCTURE CREDIT AGREEMENT AMONG
ANDERSON COUNTY, PROJECT ACCOMMODATION, AND
THE CITY OF ANDERSON, SOUTH CAROLINA; AND OTHER
RELATED MATTERS.**

WHEREAS, Anderson County, South Carolina ("County"), acting by and through its County Council ("County Council"), is authorized and empowered under Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act"), to (i) create multi-county industrial parks in partnership with counties having contiguous borders with the County; and (ii) include the property of eligible companies within such multi-county industrial parks, which inclusion under the terms of the Act makes such property exempt from *ad valorem* property taxes, and changes the character of the annual receipts from such property to fees-in-lieu of ad valorem property taxes ("Fee Payments");

WHEREAS, the County is further authorized by the Act to grant credits against such Fee Payments ("Infrastructure Credit") in order to assist a company located in a multi-county industrial park in paying the cost of (i) designing, acquiring, constructing, improving, or expanding infrastructure serving the County or the property of a company located within such multi-county industrial parks or (ii) improved or unimproved real estate and personal property used in the operation of a commercial or manufacturing enterprise located within such multi-county industrial park in order to enhance the economic development of the County ("Infrastructure");

WHEREAS, pursuant to the authority provided in the Act, the County has previously developed a multi-county industrial park ("Park") with Greenville County, South Carolina and executed an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, ("Park Agreement"), which governs the operation of the Park;

WHEREAS, Project Accommodation, a South Carolina limited liability company ("Company") is planning an investment in the County through developing an approximately 80-room hotel with related commercial/retail space in the County (collectively "Project") on one or more sites more particularly described on Exhibit A to the Infrastructure Credit Agreement, the form of which is attached as Exhibit A ("Credit Agreement"), which the Company expects will result in the creation of additional new, full-time employment and additional investment of taxable property in the County;

WHEREAS, the County, as an inducement to the Company to located the Project in the County, desires to enter the Credit Agreement to provide the company with an Infrastructure Credit against the Company's Fee Payments with respect to the Project as a reimbursement to the Company for its expenditures on Infrastructure benefitting the County and the Project; and

WHEREAS, to effect the Infrastructure Credit, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the Project in the Park.

NOW THEREFORE, BE IT ORDAINED, by the County Council:

Section 1. Statutory Findings. Council hereby determines that the Project and the Company's expenditures on Infrastructure will enhance the economic development of the County.

Section 2. Approval of Credit Agreement. There is hereby authorized the Credit Agreement, the terms and conditions of the Infrastructure Credit are included in the Credit Agreement to be executed by

the Company and the County, the substantially final form of which is attached hereto as Exhibit A, and such terms and conditions are approved and incorporated in this Ordinance by reference as if the Credit Agreement were set out in this Ordinance in its entirety.

Section 3. *Further Assurances.* The County Council Chair is authorized and directed, in the name of and on behalf of the County, to take whatever further actions and execute whatever further documents as the County Council Chair deems to be reasonably necessary and prudent to effect the intent of this Ordinance.

Section 4. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 5. *General Repealer.* 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 6. *Effective Date.* This Ordinance is effective after its third reading and public hearing.

[SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

DONE in meeting duly assembled: [], 2018.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____, 2018

Second Reading: _____, 2018

Third Reading: _____, 2018

Public Hearing: _____, 2018

EXHIBIT A

FORM OF INFRASTRUCTURE CREDIT AGREEMENT

SOUTH CAROLINA

)

)

ANDERSON COUNTY

)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of [], 2018, [], 20[], and [], 2018, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Lacey Croegaert
Clerk of Anderson County Council

Dated: _____, 2018

INFRASTRUCTURE CREDIT AGREEMENT

by and among

ANDERSON COUNTY, SOUTH CAROLINA,

and

THE CITY OF ANDERSON, SOUTH CAROLINA

and

PROJECT ACCOMMODATION

Effective as of: August 1, 2018

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of August 1, 2018 ("Agreement"), is by and among ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina ("County"), the CITY OF ANDERSON, SOUTH CAROLINA, a body politic and municipal corporation of the State of South Carolina ("City," together with the County, the "Local Governments") and PROJECT ACCOMMODATION, a South Carolina limited liability company ("Company," together with the Local Governments, "Parties," each, a "Party").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council ("County Council"), is authorized and empowered under Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act"), to (i) create multi-county industrial parks in partnership with counties having contiguous borders with the County; and (ii) include the property of eligible companies within such multi-county industrial parks, which inclusion under the terms of the Act makes such property exempt from *ad valorem* property taxes, and changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes ("Fee Payments");

WHEREAS, the County is further authorized by the Act to grant credits against the Fee Payments ("Infrastructure Credit") to assist a company located in a multi-county industrial park in paying the cost of (i) designing, acquiring, constructing, improving, or expanding infrastructure serving the County or the property of a company located in the multi-county industrial parks or (ii) improved or unimproved real estate and personal property used in the operation of a commercial or manufacturing enterprise located in the multi county industrial park to enhance the economic development of the County ("Infrastructure");

WHEREAS, the Company is planning an investment in the City through the establishment of an approximately 80-room hotel and related commercial/retail space in the City (collectively "Project"), on a site more particularly described on Exhibit A of this Agreement (collectively, "Property"), which the Company expects will result in additional investment in the City and County;

WHEREAS, pursuant to the authority provided in the Act, the County has developed a multi-county industrial park ("Park") with Greenville County, South Carolina, and by an ordinance enacted on [DATE] ("MCIP Ordinance") amended the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, ("Park Agreement") to include the Property; and

WHEREAS, pursuant to the Park Agreement, Greenville County, South Carolina enacted a companion ordinance on [DATE] authorizing the expansion of the boundaries of the Park an amendment to the Park Agreement to include the Property in the Park;

WHEREAS, by an ordinance enacted on [DATE] ("Credit Ordinance"), the County authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company's Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below; and

WHEREAS, the City enacted an ordinance on [DATE] ("Consent Ordinance"), which included its consent to the provision of Infrastructure Credits to the Company by the County and duly authorized the 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 REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina ("State");
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Credit Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park by adoption of the MCIP Ordinance; and
- (f) Based on representations made by the Company to the Local Governments, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

Section 1.2. *Representations by the City.* The City represents to the Company as follows:

- (a) The City is a body politic and a municipal corporation of the State;
- (b) The City is authorized to enter into and carry out its obligations under this Agreement;
- (c) The City has duly authorized and approved the execution and delivery of this Agreement by adoption of the Consent Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The City is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The City has approved the inclusion of the Property in the Park by adoption of the Consent Ordinance; and
- (f) Based on representations made by the Company to the Local Governments, the City has determined the Project and the Infrastructure will enhance the economic development of the City. Therefore, the City is entering into this Agreement for the purpose of promoting the economic development of the City.

Section 1.3. *Representations by the Company.* The Company represents to the Local Governments as follows:

- (a) The Company is in good standing under the laws of the State, has power to conduct business in the State and enter into this Agreement, and by proper company action has authorized the

officials signing this Agreement to execute and deliver it;

(b) The Company will invest the Investment Commitment, as defined below, at the Project; and

(c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

ARTICLE II INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The amount the Company shall invest in the Project shall equal or exceed \$10,000,000 ("Investment Commitment"). Prior to or within a reasonable time after commencing construction on the Project, the Company shall give written notice to the Local Governments of the date of such commencement ("Commencement Date"). Subsequently, the Company shall certify to the Local Governments achievement of the Investment Commitment by no later than the third anniversary of the Commencement Date ("Certification Date") by providing documentation to the Local Governments sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, then the County or City may individually terminate its respective part of this Agreement with regard to the Project and, on termination, the Company is no longer entitled to any further benefits under the terminated portion of this Agreement for the Project. In no event shall the Company be entitled to certify the completion of the Project after December 31, 2021.

Section 2.2. *Infrastructure Credits.*

(a) To assist in paying for costs of Infrastructure, the County and the City shall each provide an Infrastructure Credit against the Company's Fee Payments due to the County and City, with respect to the Project, of 75% for 15 years ("Credit Term") commencing with the first Fee Payment due with respect to the Property following the Certification Date.

(b) The County shall deduct the Infrastructure Credits from the Company's annual property tax bills with respect to the Project and the Company shall remit the Fee Payment net of the Infrastructure Credit ("Net Fee Payment") to the County.

(c) After payment of a portion of the Net Fee Payment to Greenville County (in accordance with the Park Agreement), the County shall distribute to the City, and the City shall receive from the County, a distribution of remaining Net Fee Payments based on the percentage that the City's millage bears to the total millage applicable to the Property for the applicable tax year. Notwithstanding the earlier discontinuance or conclusion of Infrastructure Credits to the Company under this Agreement, such distribution methodology shall continue for so long as the Property is located in the Park.

(d) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE LOCAL GOVERNMENTS. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE LOCAL GOVERNMENTS PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE LOCAL GOVERNMENTS OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE LOCAL GOVERNMENTS OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE LOCAL GOVERNMENTS OR ANY

MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE LOCAL GOVERNMENTS OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

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

(f) To the extent that the Infrastructure Credit 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 Credit Term, the amount of the Fee 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.

(i) To the extent that any Infrastructure Credits were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property.

(ii) If personal property is removed from the Project but is replaced with qualifying replacement property, then the personal property will not be considered to have been removed from the Project.

Section 2.3. Filings. To assist the Local Governments in administering the Infrastructure Credits, the Company shall, for the Credit Term, provide the Local Governments with documentation with respect to the Project and the Property.

Section 2.4. Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are “Events of Default” under this Agreement:

(a) Failure by the Company to make a Net Fee Payment to the City or County, which failure has not been cured within 30 days following receipt of written notice from the City or County specifying the delinquency in payment and requesting that it be remedied;

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

(c) Failure by the Company to perform any obligation under this Agreement (other than those described in Sections 2.1 and 2.2 and under (a) above), which failure has not been cured within 30 days after written notice from the Local Governments to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(d) A representation or warranty made by the Local Governments which is deemed materially incorrect when deemed made;

(e) As relating to the City's obligations under this Agreement, a default by the Company under the Development Agreement for Project Accommodation Downtown Development between the City and the Company dated as of _____, ____.

(f) Failure by the City or County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the City or County specifying such failure and requesting that it be remedied, unless the City or County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the City or County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the City or the County may take any one or more of the following remedial actions:

(i) terminate its respective portion the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the City or County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 3.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. Nonwaiver. A delay or omission by the Company or Local Governments to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company, City, or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV

MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

(a) The Local Governments and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project solely for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; and (iii) permitting the Local Governments to carry out their duties and obligations in their sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the City or County).

(b) The Local Governments acknowledge that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information would result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the Local Governments pursuant to this Agreement as "Confidential Information." Except as required by law, the Local Governments, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the Local Governments are subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the Local Governments are required to disclose any Confidential Information to a third party, the Local Governments will use their best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. *Assignment.* The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the Local Governments, which may be given by resolution, and which consent will not be unreasonably withheld.

Section 4.3. *Provisions of Agreement for Sole Benefit of County, City and Company.* Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County, City 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, City, and the Company.

Section 4.4. *Severability.* If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. *Limitation of Liability.*

(a) The Local Governments are not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the Local Governments from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the Local Governments contained in this Agreement are binding on members of the County Council, City Council of the City of Anderson ("City Council"), or any elected official, officer, agent, servant or employee of the Local Governments only in his or her official capacity and not in his or her individual capacity, and no

recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council, City Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 4.6. *Indemnification Covenant.*

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the Local Governments, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the Local Governments’ obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The Local Governments are entitled to use counsel of its choice and the Company shall reimburse the Local Governments for all of its reasonable costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The Local Governments shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the Local Governments within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the Local Governments are not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The Local Governments may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the Local Governments for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the Local Governments’ obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the Local Governments having entered into this Agreement; or (ii) resulting from that Indemnified Party’s own gross negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.7. *Notices.* All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:

Anderson County, South Carolina
Attn: County Administrator
PO Box 8002

Anderson, SC 29622
Phone: 864.260.1036

with a copy to
(does not constitute notice): Anderson County Attorney
PO Box 8002
Anderson, SC 29622
Phone: 864.222.2123

if to the City: City of Anderson, South Carolina
Attn: City Manager
401 South Main Street
Anderson, SC 29624
Phone: 864.231.2200

with a copy to
(does not constitute notice): City Attorney's Office, Anderson
401 S. Main Street
Anderson, SC 29624
Phone: 864.237.1137

if to the Company: Project Accommodation
[]

with a copy to
(does not constitute notice): Parker Poe Adams & Bernstein LLP
Attn: Richard Few, Esq.
110 East Court Street, Suite 200
Greenville, South Carolina 29601
Phone: 864.577.6373

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

Section 4.8. Entire Agreement. This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is 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 of this Agreement.

Section 4.9 Agreement to Sign Other Documents. From time to time, and at the expense of the Company, to the extent any expense is incurred, the Local Governments agree to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.10. Agreement's Construction. Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.11. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.12. Counterparts. This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.13. Amendments. This Agreement may be amended only by written agreement of the Parties.

Section 4.14. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.15. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement. Notwithstanding the foregoing, the provisions of Section 2.2(c) relating to distribution of a portion of Net Fee Payments to the City shall survive for so long as the Property is located within the Park.

Section 4.16. Business Day. If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

*[THREE SIGNATURE PAGES AND TWO EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

Chair, Anderson County Council

(SEAL)
ATTEST:

Clerk to Council, Anderson County Council

[COUNTY SIGNATURE PAGE: INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, City of Anderson, South Carolina, has caused this Agreement to be executed by the appropriate officials of the City and its corporate seal to be affixed and attested, effective the day and year first above written.

CITY OF ANDERSON, SOUTH CAROLINA

City Manager, City of Anderson, South Carolina

(SEAL)
ATTEST:

Clerk to Council, Anderson City Council

[CITY SIGNATURE PAGE: INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, [Project Accommodation] has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

PROJECT ACCOMMODATION

By:_____

Name:_____

Its:_____

[COMPANY SIGNATURE PAGE: INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A
[PROPERTY DESCRIPTION – TMS#]

EXHIBIT B
INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "Company"), do hereby certify in connection with the Infrastructure Credit Agreement dated as of _____, 2018 (the "Agreement") between Anderson County, South Carolina, The City of Anderson, South Carolina and _____ (the "Company"), as follows:

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

(a) \$ _____

(c) Total Infrastructure Credits received \$ _____

(2) As of December 31, 20____, the total amount of investment in Costs of Infrastructure by the Company is not less than \$_____ and consists of \$_____ in real property and \$_____ in personal property.

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

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20____.

[THE COMPANY]

By: _____

Name: _____

Its: _____

ORDINANCE NO. 2018-038

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

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

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

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

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

DONE in meeting duly assembled: [], 2018.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

By: _____
Lacey A. Croegaert
Clerk to Anderson County Council

APPROVED AS TO FORM:

By: _____
Leon C. Harmon
Anderson County Attorney

First Reading: _____, 2018
Second Reading: _____, 2018
Third Reading: _____, 2018
Public Hearing: _____, 2018

Section 4.10. Agreement's Construction. Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.11. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.12. Counterparts. This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.13. Amendments. This Agreement may be amended only by written agreement of the Parties.

Section 4.14. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.15. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement. Notwithstanding the foregoing, the provisions of Section 2.2(c) relating to distribution of a portion of Net Fee Payments to the City shall survive for so long as the Property is located within the Park.

Section 4.16. Business Day. If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

*[THREE SIGNATURE PAGES AND TWO EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

Addition to Exhibit A to
Agreement for the Development of a Joint County Industrial and
Business Park dated as of December 1, 2010, as amended,
between Anderson County and Greenville County

Property 1

TMS #s

SOUTH CAROLINA

)

)

ANDERSON COUNTY

)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of [], 2018, [], 20[], and [], 2018, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, Anderson County Council

Dated: _____, 2018



**ANDERSON
COUNTY**
SOUTH CAROLINA

AMENDED AGENDA

Planning and Public Works Committee Meeting
Monday, August 13, 2018 at 12:00 pm
Anderson Historic Courthouse
2nd Floor 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. Ken Waters |
| 3. Solid Waste Revenue Bond Update | Mr. Greg Smith |
| 4. Update on the Housing Analysis | Dr. Jeff Parkey |
| 5. Update on Subdivisions | Dr. Jeff Parkey |
| 6. Update on Small Homes | Dr. Jeff Parkey |
| 7. Update on Kid Venture | Dr. Jeff Parkey |
| 8. Update on Parks and Recreation Master Plan | Dr. Jeff Parkey |
| 9. New Business | |
| 10. Citizens Comments | |
| 11. Adjournment | |

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



MEMORANDUM

ANDERSON COUNTY DEVELOPMENT STANDARDS

DATE: August 2, 2018

TO: Lacey Croeger
Executive Clerk to Council

FROM: Tim Cartee
Subdivision Administrator

CC: Holt Hopkins, Alesia Hunter

SUBJECT: Hanna Crossing Subdivision Phase I

Based on the recommendation of the Roads and Bridges Department, would you please place on the next County Council Agenda for consideration of acceptance for the following roads into the County Maintenance System at their August 21, 2018 Meeting.

This will add 1,220 feet of paved roads to the county maintenance system.

Developer: Lakeside Acquisitions, LLC
Location: Off Hwy 81 Across from TL Hanna School
County Council District: 4
Roads: Hanna Xing, Jacket Lane, Part of Scenic Road

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

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



MEMORANDUM

ANDERSON COUNTY ROADS AND BRIDGES

DATE: August 2, 2018

TO: Alesia Hunter
Development Standards

FROM: Norman McGill
Roadway Management Supervisor

CC: Holt Hopkins

SUBJECT: Hanna Crossing Phase 1

To the best of my ability, I certify that there are no known drainage issues in Hanna Crossing Phase 1. All drainage facilities and roadways within the proposed county right of way meet the county standards that were approved by the Planning Commission from the preliminary plat. This phase of this subdivision is now eligible to be considered for acceptance into the county maintenance system. This will add 1,220 feet of paved roads to the county maintenance system.

District: 4

Location: Off Hwy 81 across from Hanna High School

Roads: **Hanna Xing, Jacket Lane, and Part of Scenic Rd**

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



Hanna Crossing
Subdivision Phase I

29621

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
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

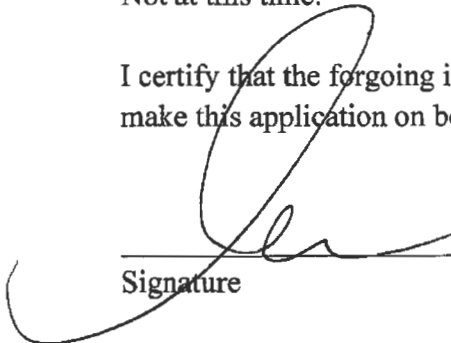
1. Name of entity requesting recreation fund appropriation:
Anderson Life Crisis Pregnancy Center, Inc. DBA Anderson Pregnancy Care
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$1500 from each district.
3. The purpose for which the funds are being requested:
To Host an Anderson County Community Wide Baby Shower Event to increase the public's awareness of our services available to them at no charge. Other community resources that they can benefit from will be in attendance as well. Funds for the event and for promotion of said event.
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, see attached.
5. Contact Person: Audrey Shaw
Mailing Address: PO Box 6161 Anderson, SC 29623
Phone Number: 864-231-0077 or 864-617-8069
Email: andersonpregnancycare@gmail.com
6. Statement as to whether the entity will be providing matching funds:
Not at this time.

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

Signature

Print Name

Date

 , Audrey Shaw 8/7/18



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

Jun 15, 2018

Anderson Life Crisis Pregnancy Center
Audrey D Shaw
PO BOX 6161
ANDERSON, SC 296236161

RE: Registration Confirmation

Charity Public ID: P6835

Dear Audrey D Shaw :

This letter confirms that the Secretary of State's Office has received and accepted your Registration, therefore, your charitable organization is in compliance with the registration requirement of the "South Carolina Solicitation of Charitable Funds Act." The registration of your charitable organization will expire on May 15, 2019.

If any of the information on your Registration 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.

If you have not yet filed your annual financial report or an extension for the annual financial report, the annual financial report is still due 4 ½ months after the close of your fiscal year.

- Annual financial reports must either be submitted on the Internal Revenue Service Form 990 or 990-EZ or the Secretary of State's Annual Financial Report Form.
- If you wish to extend the filing of that form with us, please submit a written request by email or fax to our office using the contact information below. Failure to submit the annual financial report may result in an administrative fine of up to \$2,000.00.

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,

A handwritten signature in black ink, appearing to read "K. Wickersham", with a long horizontal line extending to the right.

Kimberly S. Wickersham
Director, Division of Public Charities

RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: **ALL DISTRICTS - ALL COUNCIL MEMBERS**

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:
The Salvation Army of Anderson County - Housing And Homeless Support Project

2. Amount of request (If requesting funds from more than one district, annotate amount from each district):-We are requesting \$21,000 total from all districts - 3,000 from each budget

3. The purpose for which the funds are being requested:
These funds will be critical to meeting current needs in Anderson County of increasing our bed inventory by 20. Several years ago the County gave to The Salvation Army property with a brick building. This was part of an older school. We have replaced the roof, added LED lighting, and replaced the flooring. The funds from council would give us the ability to complete this project with needed furnishing & Equipment. (Bunks, Mattresses, Etc.) and replace some toilets and hardware that is aged. We already have an approved plan for this, and expect that this could be completed within 90 days. However, we would begin immediately by utilizing our emergency services shelter (Red Cross style) to make an immediate impact. This does not include Occupancy costs or payroll associated; but we are willing to begin and work towards other gifts to cover this.

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 the attached.

5. Contact Person: Captain. Rob Dolby
Mailing Address: 112 Tolly Street, Anderson, SC 29624
Phone Number: 864-844-0043

6. Statement as to whether the entity will be providing matching funds:
Yes. We just received a gift from The Gambrel Foundation of 20,000 dollars, and a Walmart Community Grant of 2,000. For this purpose This would give us the ability to match the same amount as the County.

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.

Robert Dolby 8/14/2018 - [Robert J Dolby](#)



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

Feb 17, 2016

The Salvation Army, a GEORGIA CORPORATION
Elizabeth Birks
PO BOX 241808
CHARLOTTE, NC 282241808

RE: Registration Confirmation

Charity Public ID: P23042

Dear Elizabeth Birks :

This letter confirms that the Secretary of State's Office has received and accepted your Registration, therefore your charitable organization is in compliance with the registration requirement of the "South Carolina Solicitation of Charitable Funds Act." The registration of your charitable organization will expire on Feb 15, 2017. If any of the information on your Registration 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.

If you have not yet filed your annual financial report or an extension for the annual financial report, the annual financial report is still due 4 ½ months after the close of your fiscal year. Annual financial reports must either be submitted on the Internal Revenue Service Form 990 or 990-EZ or the Secretary of State's Annual Financial Report Form. There is no fee associated with filing an annual financial report with our office. If your organization files IRS Form 990 or 990-EZ and you wish to extend the filing of that form with us, please submit a copy of your IRS Form 8868. If your organization files the Secretary of State's Annual Financial Report Form, and you wish to extend the filing of that form with us, please submit a written request to the Division of Public Charities. **Failure to submit the annual financial report may result in an administrative fine of up to \$2,000.**

If you have any questions or concerns, please visit our Website at www.scsos.com and review the Public Charities section or contact our office at (803) 734-1790.

Sincerely,

Kimberly S. Wickersham
Director, Division of Public Charities

RECREATION FUND APPROPRIATIONS
APPLICATION FORM

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

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

1. Name of entity requesting recreation fund appropriation: *JETS Track Club*
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): *ALL DISTRICTS for a total of \$4,000.00*
3. The purpose for which the funds are being requested: *Please see attached request letter*
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. *EIN: 82-5479282*
5. Contact Person: *Coach Butch Green*
Mailing Address: *1335 Vandate Place - Anderson SC - 29626*
Phone Number: *864-224-5860*

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

Further, all entities receiving recreation fund appropriations shall be required within sixty (60) days of expenditure of the funds to furnish the clerk to county council with written documentation satisfactory to the clerk, including receipts for expenditures of the funds, concerning the manner in which the funds were actually spent. Failure to provide such documentation to the clerk to council will disqualify the entity receiving the recreation fund appropriation from receiving any further funding. Entities receiving such funding are subject to audit, upon approval by County Council, regarding use of the funds.

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

Lawrence Green *Lawrence Green* *5-30-2018*
Signature Print Name Date



Anderson Jets Track Club

We are the “Anderson Jets” track club and we need your help, we need sponsors; Junior Olympic track season is here. Our track team ranges from 5 year olds up to 18 years of age. This means Elementary, Middle and High School.

The summer program moves quickly and lasts from June to early August. Greenville SC, Atlanta Ga , Greensboro NC, and Orlando, Fl, are all on our summer schedule. Transportation, entry fees, food & lodging as well as uniforms are all necessities. Our athletes and coaches work hard all summer and at this time we are asking for some sponsor support from you.

There are several meets leading up to the AAU and USATF Track and Field Finals. The AAU State Championship will be held June 2-3 in Columbia SC. The USATF Championship will be held in Myrtle Beach SC on June 22-24. The USATF Regional Championships will be held in Georgia on July 6-9th. Finally, the USATF Junior Olympic National Championships will be held in Greensboro NC on July 23 – 29th.

There is no certain amount that we are asking for, please give whatever you can. Remember, “The Youth Today Are Our Leaders Tomorrow!”

Please send donations to Coach Butch Green, 1335 Vandale Place Anderson SC 29626 or call me 864-224-5860

Thank you in Advance

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

1. Name of entity requesting recreation fund appropriation: ICIAI @ "REVIVA"
IVA COMMUNITY IMPROVEMRNT ASSOC. INC.
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$700.00
3. The purpose for which the funds are being requested:
RE-DOING OLD PHOTOS ON DISPLAY IN THE IVA "REVIVA" MUSEUM USED TO
SHARE THE HISTORY FOR SCHOOLS, EDUCATION, COMMUNITIES, TOUR GROUPS
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. A NON-PROFIT
letter attached #33 1010558
5. Contact Person: YVONNE B. MCGEE
Mailing Address: 262 THIRD AVE., IVA, S.C. 29655
Phone Number: (864) 348-6544
Email:
6. Statement as to whether the entity will be providing matching funds:
I.C.I.A.C. CAN NOT PROVIDE MATCHING FUNDS.

Yvonne B. McGee YVONNE B. MCGEE July 20, 2018
Signature Print Name Date
I.C.I.A.I. Co-ordinator

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

NONPROFIT CORPORATION
ARTICLES OF AMENDMENT

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to the provisions of Section 33-31-1005 of the 1976 South Carolina Code of Laws, as amended,
the applicant delivers to the Secretary of State these articles of amendment.

1. The name of the nonprofit corporation is IVA COMMUNITY IMPROVEMENT ASSOCIATION INC.
(Must match name on record with Secretary of State's Office)

2. Date incorporated JULY 8, 2002
(Must match date on record with Secretary of State's Office)

3. On MARCH 10, 2014, the following amendment was adopted, Said organization is
(Date the amendment was decided upon) organized exclusively for charitable, religious,
educational and scientific purposes, including, for such purposes, the
making of distributions to organizations that qualify as exempt organizations
under section 501(c)(3) of the internal Revenue Code, or corresponding section
of any future federal tax code.

4. ☒ By checking this paragraph #4 the applicant represents that (a) approval of the amendment by the members was not required, (b) the amendment was approved by a sufficient vote of the board or directors or the incorporators. (Do not check this paragraph #4 if member vote was required or if the required vote of directors or incorporators was not obtained.)

5. If the approval of the members was required to adopt the amendment(s), provide the following information:

(a) Designation (Classes of Membership) _____

(b) Number of memberships outstanding _____

(c) Number of votes entitled to be cast by each class entitled
to vote separately on the amendment _____

(d) Number of votes of each class indisputably voting on the amendment _____

(e) Complete one of the following as appropriate

(i) Total number of votes cast for and against the amendment by each class entitled to vote separately

(ii) Total number of undisputed votes cast for the amendment by each class which was sufficient
for approval for that class

IVA COMMUNITY IMPROVEMENT ASSOCIATION, INC.

Name of Corporation

6. ☐ By checking this paragraph #6 the applicant represents that approval of the amendment by some person or persons other than the members, the board, or the incorporators is required pursuant to Section 33-31-1030 of the 1976 South Carolina Code of Laws, as amended, and that the approval was obtained. (Do not mark paragraph #6 if either of these statements is not true.)
7. If the amendment provides for an exchange, reclassification, or cancellation of memberships, provisions for implementing the amendment must be set forth here if provisions are not contained in the amendment itself _____

8. ☐ If this corporation is converting from either a public benefit or religious corporation into a mutual benefit corporation, mark this paragraph #8 which certifies that a notice, including a copy of the proposed amendment, was delivered to the South Carolina Attorney General at least twenty days before the consummation of the amendment.

IVA COMMUNITY IMPROVEMENT ASSOCIATION, INC.

Name of Corporation

MARCH 14, 2014

Date

Yvonne B. McGee

Signature of Officer

YVONNE B. MCGEE

Type or Print Name

CHAIRMAN

Position of Officer

FILING INSTRUCTIONS

1. Two copies of this form must be submitted for filing.
2. Filing fee of \$10.00 payable to the Secretary of State
3. A self addressed stamped return envelope.
4. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk which will allow for expansion of space on the form.

Mail to: Secretary of State
Attn: Corporations
1205 Pendleton St. Suite 525
Columbia, SC 29201

Recd: 7-19-14

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

DEPARTMENT OF THE TREASURY

Date: JUL 10 2014

IVA COMMUNITY IMPROVEMENT
ASSOCIATION INC
PO BOX 402
IVA, SC 29655

Employer Identification Number:
33-1010558
DLN:
17053287799002
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required: ---
Yes
Effective Date of Exemption:
May 15, 2010
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

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

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

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Tamara Rippanda

Director, Exempt Organizations

RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 3

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:
Homeland Park Volunteer Fire Dept
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$1500.00
3. The purpose for which the funds are being requested:
Independence Day Celebration for community
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: David Rodgers
Mailing Address: PO Box 2906, Anderson SC 29622
Phone Number: 864-940-0113
Email: Hpfd3@charter.net
6. Statement as to whether the entity will be providing 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.

David L Rodgers

David Rodgers

August 15, 2018

Signature

Print Name

Date

July 23, 2018
Date

Anderson County Recreation Fund Grant Cover Page

**Anderson County
Grant Request:** \$1000

Total Project Cost: \$14,900

Project Type: Education/Arts and Culture/Recreation

Submitted by: Belton Area Museum Association
EIN 57-0650877

Abigail Burden, Executive Director
Historic Belton Train Depot
100 N. Main Street
Belton, SC 29627
864-338-7400
beltonmuseum@bellsouth.net
www.beltonmuseum.com

Alison Ashley Darby, Emeritus Board
Member/Project Coordinator
memoryln@charter.net

Project: Heritage Days at the Depot
October 4-6, 2018

This award-winning living history event showcases the skills and craftsmanship of 18th and 19th century pioneers. Fifteen heritage skills artisans and historical interpreters present hands-on instruction to school children in grades 2 – 5, 8th in Anderson County during the two education days, and visitors to our Standpipe Heritage and Arts Festival held on Saturday enjoy the exhibitions as a cultural and educational event. History becomes a tangible and memorable experience as students and visitors gain first-hand knowledge through interactive presentations. Partnership with Anderson County will enhance the educational goals of our organization and the overall historical and cultural literacy of our community.

Brief History, Mission and Activities of BAMA

The Belton Area Museum Association was founded in 1975 by concerned citizens of Belton. The organization's purpose is to collect, exhibit, preserve, and interpret the artifacts, sites, antiquities, and genealogical, archival, cultural, and natural history of Belton, SC, Anderson County, SC and The State of South Carolina. BAMA also provides cultural enrichment, intellectual stimulation, learning opportunities, and activities to increase the appreciation of the traditional, visual, and performing arts.

In order to achieve this mission, BAMA manages several museums and a community space and offers activities and events, free to the public. The Ruth Drake Museum (RDM) houses a collection of pioneer artifacts, train relics, 19th Century domestic items and agricultural implements. We also have an extensive genealogy collection for researchers trying to locate family roots. The SC Tennis Hall of Fame (SCTHF) celebrates the achievements of SC's famous tennis stars. The North End Gallery promotes traveling collections of interesting artifacts. Quarterly exhibits are curated in this space. Temporary exhibits in 2017 included *Wheels on Fire*, *Jazz: More Than Just the Music*, *Air, Wind and Space* and *Fins, Feathers, Claws, and Paws: Living with Creatures*. The Center Section Performance Hall is open for meeting and event rentals.

Several yearly events are sponsored by BAMA and our staff and board members are also instrumental in the planning and implementation of the Palmetto Junior Tennis Tournament, the Standpipe Heritage and Arts Festival, and the SC Chili Cook-Off Championship. Furthermore, openings of exhibits with ancillary activities, historic trunk show presentations in area classrooms, walking tours of Belton, and participation in community events such as Boo on the Square and Christmas in Belton—all help our staff and volunteers achieve our mission and highlight our facility.

Purpose of Heritage Days at the Depot

The festival exists to encourage, promote, conserve, and honor the traditional art forms and heritage skills that make our state distinct. The overall aim of Heritage Days at the Depot is to foster in our community a greater understanding of, appreciation for, and interest in the traditional arts and skills of our forefathers. Further goals of Heritage Days at the Depot include the following: 1. to educate the public about the traditional arts and skills; 2. to promote and preserve the traditional arts and skills; 3. to exhibit/display traditional skills; and 4. to provide an enriching cultural experience for our community and visitors.

During the event, fifteen demonstrators will present to school children and the general public. The artisans include Civil War Soldier (Ken Peeples), Corn Shuck Chair Caner (George Hunter), Luthier (Steve Wilson), Herbalists (Megan MacAlystre and Chelsea Clarey), Silversmith (Joy Evans), Native American Foodways (Chris Weik), Quilter (Kathi Koon), Paper Maker (Nancy Basket), Catawba Storyteller (Keith Little Bear Brown), Decoy Carvers (Jerry and Roy Caines), Tatter (Theresa Orren), Sweetgrass Basket Sewer (Mary Graham Grant), Gullah Storyteller (Sharon Cooper Murray), Native American Dancer (Joan Walker), and Indigo Dyer (Caroline Harper).

Heritage Days at the Depot will take place on Thursday – Saturday October 4 - 6, 2018, in Belton, SC, on the grounds of the Historic Belton Train Depot. Thursday and Friday, children in grades 2 – 5 in Anderson School District Two, area home schooled students, and 2nd - 5th graders from the other four Anderson districts and private schools (approximately 2000 students) will attend at least five sessions of 20 minutes each with various presenters. Students outside District Two pay a nominal fee to attend the event.

The students will be encouraged to come back on Saturday with their families to see all of the artisans/historical interpreters share their skills. On Saturday the event is held in conjunction with our city's Standpipe Heritage and Arts Festival and the general public can view the demonstrations from 9:30 AM– 4 PM.

Expected Results and Plans for Accomplishing Results

In a 2005 survey of our museum visitors and elementary school teachers in our district, BAMA learned that our general public and especially our school children were entirely ignorant of the skills and craftsmanship that were not only necessary to survival in a harsh wilderness but also were aesthetically important to the quality of life of our ancestors. Public presentation of these skills was non-existent in our community, so BAMA initiated Heritage Days at the Depot to fill that need for the presentation of traditional skills so that an understanding of, appreciation for, and interest in these living traditions could be fostered and enhanced and their practice could be kept alive.

This event is needed in our community and will have a tremendous impact for several reasons:

1. *Enhance cultural understanding of the folk arts and crafts:* This event has become an integral part of our museum's identity and an essential avenue for enhancing our community's cultural understanding. Each year we are amazed at the comments that the students share about what they have learned and the connections they make with the artisans. For example, one student was quite surprised when he assessed, "Back in the day, you had to do everything with your hands," and another was so inspired by the Cherokee basket weaver that she said, "I am part Cherokee, so this interested me and I want to learn to how to make baskets just like her."
2. *Increase access to the arts and humanities:* The event has become such an important part of the city's festival that in 2017, **83% of visitor respondents to our survey stated that they came on Saturday just to see the heritage artisans.** Attendance in 2017, based upon number count data, was 8712 people.
3. *Increase access to the arts and humanities for our impoverished community:* Of the 2nd – 5th graders in our school district, 21% are non-white. The general population of Anderson County is 31.6% non-white. Over 17% of Anderson County residents exist below the poverty level, but in Anderson County School District Two, 57% of students receive free or reduced lunch, a good indicator of the poverty level in our rural area. This segment of our population is underserved in being provided free access to cultural events. Heritage Days at the Depot will be freely accessible to these students and community members and the event will provide this underserved population with a culturally and educationally enriched experience.
4. *Ensure living traditions remain a viable part of our community:* BAMA has demonstrated a commitment to arts and humanities programming through hosting Heritage Days at the Depot for the last twelve years. The art forms and practices that we present to our audiences contribute to the shared identity of our region and enhance the understanding of the arts in our youth, community members, and tourists to our city. With funding from your organization, BAMA will be able to achieve the goals set for Heritage Days at the Depot and ensure that South Carolina's living traditions remain a vibrant and visible part of our heritage.

Project Timeline

January – June Write grants to secure funding
Enlist heritage skills artisans

August	Create brochures, fliers, and posters; distribute throughout SC, Georgia, NC Make hotel reservations Create and copy teacher packets including pre- and post-curricular activities Update survey instruments
August – September	Schedule classes Distribute curriculum and instruction packets to teachers Create media blitz—newspapers, television, print, and billboards Contract with restaurants for food service Contact artisans to gauge needs (tables, chairs, etc)
October 4 – 6	Host Heritage Days at the Depot Collect data on surveys
November	Evaluate responses from surveys Write and send in final reports

Through the surveys completed by students, teachers, and visitors, we believe that 100% of respondents will have been engaged with a traditional art form and 100% of attendees will have gained an appreciation for, understanding of, and interest in the traditional arts and skills, thus impacting the traditional arts climate and improving the historical literacy of our community. A final report detailing the findings of our surveys, uses of funds, and effectiveness of program will be provided to Anderson County Council.

Funding Purpose

Requested funds from the Anderson County will be used to pay for food, lodging, supplies and materials to host the event.

Leadership and Project Management

The project will be managed by our museum executive director Abigail Burden with the assistance of organizer Alison Darby and several volunteers. We will contract with artisans/historical interpreters who are distinguished in their fields and who have had successful experiences presenting to audiences who attend our event.

Each year we utilize every possible medium to publicize the event, reaching an estimated 300,000 people in our region through print ads, flyers, radio and television spots, billboards, email chains, and website links. Every student in grades 2 – 5 of Anderson County School District Two will attend the two education days, and they usually convince their family members to come to the public presentation on Saturday, making the number of our underserved community increase significantly.

BAMA has the resources, experience and manpower to carry out this thirteenth year of this event, but we need your continued support to fund it.

Heritage Days at the Depot 2017 Budget

Expenses Projected:

Stipend (15 artisans x \$100 per day x 3 days)	\$4500.00
Administrative Costs	\$1000.00
Food (3 breakfasts, 3 lunches, and snacks per person)	\$1200.00
Transportation	
a. Artisan mileage reimbursement	\$1500.00
b. Student bus transportation	\$1500.00
Lodging (10 rooms x 3 nights x \$90/nt + tax)	\$3000.00
Advertising (fliers, print ads, radio spots, DVD, postage, support material for teachers)	\$ 500.00
Tents/Supplies	\$ 500.00
Utilities/rental/cleaning	\$1200.00
Total Costs	\$14,900.00

Secured Funding Sources for this event:

Belton Area Museum Association	\$1000.00	
WebbCraft Family Foundation	\$1500.00	
City of Belton HTAX	\$2500.00	
SC Humanities Council	\$ 250.00	
First Quality	\$ 500.00	
Waste Connections (pending)	\$2000.00	
SC Arts Commission (pending)	\$1000.00	
	\$8,750.00	
Admission	\$ 600.00	(historic receipts)
Sponsorships	\$ 500.00	
	\$9,850.00	
 Anderson County Request	 \$1000.00	
 Total	 \$10,850.00	

Business Entities Online

File, Search, and Retrieve Documents Electronically

BELTON AREA MUSEUM ASSOCIATION THE

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 10/28/1976

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: HEADQUARTERS

Address: 306 ANDERSON ST BELTON SC@
, South Carolina

Official Documents On File

Filing Type	Filing Date
Amendment	03/26/2004
Amendment	05/30/1977
Incorporation	10/28/1976

Former Names

Name	Filing Date
BELTON CITY MUSEUM THE	N/A

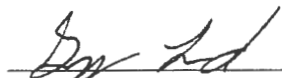
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: Six (Ken Waters)

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: **CESA Tri County**
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): **\$5000.00**
3. The purpose for which the funds are being requested:
Chemical Turf Program at Hurricane Springs Park soccer field- Through Upstate Turf Professionals. This money also helps field maintenance, fence and lighting upkeep.
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? **Yes** If so, please attach evidence of that good standing.
5. Contact Person: **Gregg Land**
Mailing Address: **18 Boland Court Greenville, SC 29615**
Phone Number: **864-423-9384**
6. Statement as to whether the entity will be providing matching funds: **CESA Tri-County invests this amount and more in field maintenance.**

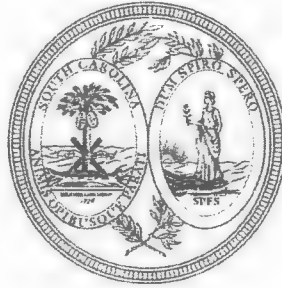
I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above named entity.


Signature

/ Gregg Land
Print Name

06/28/2018
Date

The State of South Carolina



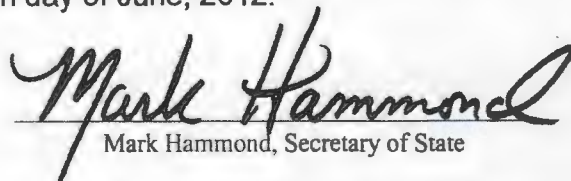
Office of Secretary of State Mark Hammond

Certificate of Existence, Non-Profit Corporation

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

CAROLINA ELITE SOCCER ACADEMY, a Non-Profit Corporation duly organized under the laws of the State of South Carolina on December 23rd, 1992, has as of the date hereof filed as a non-profit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, and has paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-31-1404 of the South Carolina code and that the non-profit corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
7th day of June, 2012.


Mark Hammond, Secretary of State

RECREATION FUND APPROPRIATIONS
APPLICATION FORM

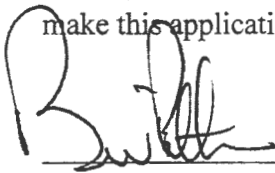
WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 6

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

1. Name of entity requesting recreation fund appropriation:
POWERSVILLE High School Fishing Team (PVHS)
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$500.00
3. The purpose for which the funds are being requested: Support POWERSVILLE Fishing Team
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 - Non Profit
5. Contact Person: BRIAN PATTON
Mailing Address: 305 DELLWOOD DRIVE EASLEY SC 29642
Phone Number: 479-616-3560
Email: bgpatton15@gmail.com
6. Statement as to whether the entity will be providing matching funds: NO MATCHING FUNDS AT THIS TIME

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



Signature

BRIAN PATTON

Print Name

7-9-18

Date

RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 6 & 7

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:
Powdersville YMCA
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$6,500 - District 6
\$5,000 - District 7

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

At the Y, we believe that today's youth are tomorrow's leaders and we have the responsibility to help develop them. The funds requested would be used to provide scholarships to youth, families and seniors served by the Powdersville YMCA. In addition, funds will also help sustain Y Mentor Anderson District 1 (ASD1) - a top-notch mentoring program serving vulnerable students from the 14 elementary, middle, and high schools in Upper Anderson County.

In 2017, the YMCA gave out nearly \$48,500 in scholarships to youth, families and seniors served by the Powdersville YMCA. Nearly \$30,000 of this amount allowed youth in Anderson District 1 the opportunity to be part of life changing after school and summer camp programs. These youth were able to participate in programs that focus on achievement, relationships and belonging. For the 2018-2019 school year the YMCA will continue to serve youth through onsite after school programs at Hunt Meadows, Wren, Concrete, Powdersville, Cedar Grove, Palmetto, Spearman and West Pezler elementary schools. The reality is many kids in the Anderson School District One area cannot afford afterschool or summer camp. Many of the kids come from broken homes, places filled with alcohol, drugs and neglect. Many cannot see their parents and Aunt is doing the best she can. The YMCA gives these kids a place to escape a bad situation and truly be kids. Thanks to the scholarships awarded, many youth are in a safe place where they can learn, grow and thrive.

Y Mentor ASD1 pairs at-risk youth with a positive adult role model to advocate on their behalf, be an encourager and a friend. Once approved, a mentor is matched with one student to meet a minimum of 30 minutes a week for at least one school year. Mentor meetings provide a safe space for the child to open up and share life's struggles with a positive adult who can provide wisdom on the issue at hand.

Thomas was neglected and surrounded by drugs as a child. At age 2, even though Grandma stepped in to raise him and his brothers and sisters but, he lacked any male role model in his life. As a result, he made bad choices and he acted out in school. He felt hopeless and had no one to turn to. Two

Like this child, many youth in ASD1 are given hope through the mentor program. The cost to operate Y Mentor Anderson District one is roughly \$5,000 per school, per year. This includes all needed resources to provide a solid framework of support for volunteers, school representatives, parents and youth. With 14 schools in the district, a total of \$70,000 is need to fund the program district wide. The goal for the 2018-2019 school year is to increase the number of at-risk youth served from 140 to 225.

The Y is committed to meeting the needs of the community head on and we realize that begins by equipping our youth to be tomorrow's leaders. With your support, we can make this possible.

- 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.

8.1.2018
Date

Business Entities Online

File, Search, and Retrieve Documents Electronically

PICKENS COUNTY YOUNG MENS CHRISTIAN ASSOCIATION

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 10/25/1957

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: SIDNEY G. COLLINS

Address: 201 BURNS RD
EASLEY, South Carolina 29640

Official Documents On File

Filing Type	Filing Date
Change of Agent or Office	06/13/2011
Amendment	11/17/1997
Amendment	11/01/1994
Amendment	12/30/1964
Incorporation	10/25/1957

Former Names

Name	Filing Date
YOUNG MEN'S CHRISTIAN ASSOCIATION FOR EASLEY AND PICKENS COUNTY	N/A

RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: 07

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:

Pelzer Heritage Commission

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$3500

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

Future projects in Town of Pelzer

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: Diane C. Lollis

Mailing Address: 320 Maxcy Dr. Pelzer SC 29627

Phone Number: 847-5743

Email:

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

No Matching funds are available at this time

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.

Diane C. Lollis / Dianne C. Lollis 8-2-18
Signature Print Name Date

P.O. Box 627



Pelzer, SC 29669

Pelzer Heritage Commission

July 2, 2017

**Anderson County Council
P.O. Box 8002
Anderson, SC 29622**

To Anderson County Council:

On behalf of the Pelzer Heritage Commission we are requesting \$3,500 from the Anderson County District 7 Recreation Fund appropriations.

As in years past, these funds will be used for future projects in the town of Pelzer. No matching funds are available at this time.

We would like to thank each of you for your past support.

If you have any further questions please contact Dianne C. Lollis, 320 Maxcy Dr, Belton, SC 2962 or phone at 847-5743.

Sincerely Yours,

A handwritten signature in cursive script that reads "Dianne C. Lollis".

**Dianne C. Lollis, President
Pelzer Heritage Commission**

South Carolina Secretary of State Mark Hammond

Business Entities Online

File, Search, and Retrieve Documents Electronically

PELZER HERITAGE COMMISSION

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated South Carolina
State:

Important Dates

Effective Date 09/14/2010

:

Expiration N/A
Date:

Term End N/A
Date:

Dissolved N/A
Date:

Registered Agent

Agent: DIANNE C. LOLLIS

Address: 320 MAXCY DRIVE
BELTON, South Carolina 29627

Official Documents On File

Filing Type	Filing Date
Incorporation	09/14/2010

RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 7

Mail/Email/Fax to:

Anderson County Council Clerk

P. O. Box 8002

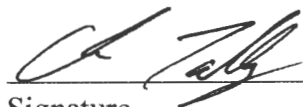
Anderson, SC 29622

lacroegaert@andersoncountysc.org

Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:
Anderson County 4-H, Clemson Cooperative Extension
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
\$500.00
3. The purpose for which the funds are being requested: **These funds will be utilized for the 2018 Anderson County 4-H Youth Livestock Show to be held: September 21-23, 2018. Funds will be used to help with overhead costs of conducting the three-day event. Primary use of funds will be for rent of the T. Ed Garrison Livestock Arena.**
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 the attached form**
5. Contact Person: Chris Talley
Mailing Address: 313 S. Towers Street
Anderson, SC 29624
Phone Number: (864) 359-3382
Email: talley2@clemson.edu
6. Statement as to whether the entity will be providing matching funds: **All funds used to put on this event will be raised through sponsorship and donations.**

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



Signature

Chris Talley

Print Name

8-2-18

Date




*Please
put on 8/21
agenda CW*

To: Hon. M. Cindy Wilson

August 3, 2018


From: Chris Talley
Agricultural Extension Agent


Jessica Simpson
4-H Extension Agent, Anderson County

Subject: Anderson County Livestock Show

The annual Anderson County Livestock Show is scheduled for September 21-23, 2018 at the Garrison Livestock Arena in Pendleton, SC.

The Anderson County Livestock Show is a three-day event in which youth from Anderson County and other areas of South Carolina can exhibit their livestock. These young people have committed many hours of hard work in training and caring for these animals. We have had an average of 190 youth and 350 head of livestock participate in the shows. Youth participating in the show exhibit; beef cattle, dairy cattle, meat goats, poultry, rabbits and swine.

We were fortunate for many years to have the Anderson County Fair as an outlet for these kids to show their animals and to have the fair pay all the expenses related to the shows. Unfortunately, we do not have the financial backing of the fair any longer. There are many expenses that go into putting on this type of event. Since this is an Anderson County event and youth from just about every district in the county participate in the event, we are asking for sponsorship from the Anderson County Council to help put on the largest county level livestock shows in the state.

We are requesting \$500 from each districts recreation fund, which will be utilized to cover the expense of securing the facilities for the Anderson County Livestock Show and cover additional overhead costs. Thanks to the generous contributions from some of the districts last year, Anderson County Council helped make our 2017 show a huge success.

Each year we solicit sponsorship from other businesses and individuals in the Anderson area. In recent years we have been able to just barely breakeven and our goal is to make this event bigger and better. With help from the Anderson County Council we can make this happen.

We look forward to any assistance that the Anderson County Council and you can provide for us in putting on this event for the young people of Anderson County.

Thank you for your continued support of the Anderson County Cooperative Extension Office and Anderson County 4-H, and we look forward to seeing you at the **Anderson County Livestock Show on September 21-23, 2018.**

ANDERSON COUNTY

313 South Towers Street Anderson, SC 29624 P 864-226-1581 F 864-226-0538 www.clemson.edu/anderson
Clemson University Cooperative Extension Service offers its programs to people of all ages, regardless of race, color, gender, religion, national origin, disability, political beliefs, sexual orientation, marital or family status and is an equal opportunity employer.
Public Service Activities

Anderson County Building & Codes
Monthly Activity Report
Jul-18

Total Number Permit Transactions:	842
New Single Family:	55
New Multi-Family:	2
Residential Additions/Upgrades:	22
Garages/Barns/Storage:	21
New Manufactured Homes:	10
New Commercial:	2
Commercial Upfits/Upgrades:	3
Courtesy Permits/Fees Waived:	3 (See Attached)

Inspection Activity:

Citizens Inquiries: <i>(New & Follow Up; Includes Sub-Standard Housing/Mobile Homes)</i>	127 (Includes updating Sub-Standard Cases)
Tall Grass Complaints (New and Follow Ups):	45
Number of Scheduled Building Inspections Performed (# of Site Visits):	1013
Courtesy, Site and Miscellaneous Inspections:	29
Manufactured Home Inspections:	85
Total Number of Inspections (Site Visits) for Department:	1299

Reviews/Misc. Activity:

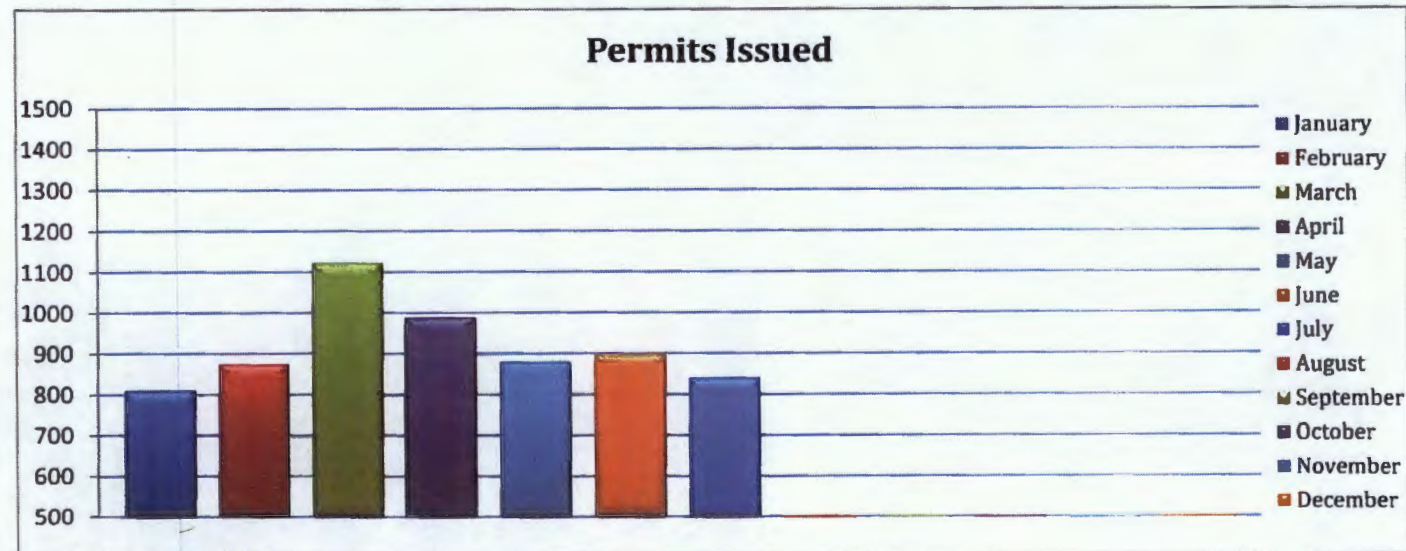
Plans Reviewed:	243	(Includes preliminary consultations, resubmittals and solar)
Mech/Elec/Plumb Reviews:	31	(Includes residential solar)
New Derelict Manufactured Home Cases:	0	
Hearings:		
Court Cases:	0	

Revenue Collected:

Reinspection Fees Collected:	\$480.00
Plan Review Revenue:	\$3,697.90
Total Revenue For The Month:	\$84,578.20

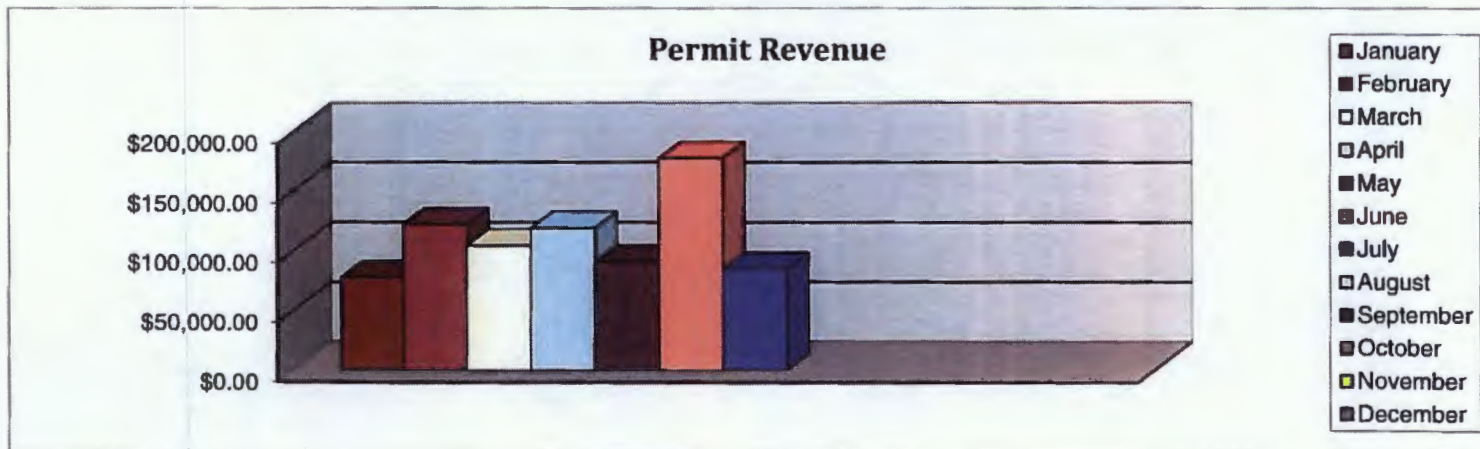
Anderson County Building & Codes Permits Issued for 2018

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	194	232	116	139	81	10	9	30	811
February	202	207	91	110	201	21	8	35	875
March	263	385	171	167	89	14	10	25	1124
April	252	310	139	141	106	6	12	24	990
May	213	270	116	124	94	10	15	38	880
June	240	229	134	140	84	10	12	49	898
July	242	247	111	121	59	24	7	31	842
August									0
September									0
October									0
November									0
December									0
Total	1606	1880	878	942	714	95	73	232	6420



Anderson County Building & Codes Permit Revenue for 2018

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	\$43,222.40	\$13,505.00	\$5,276.50	\$8,308.00	\$1,470.90	\$450.00	\$135.00	\$5,048.90	\$77,416.70
February	\$87,583.60	\$11,630.00	\$4,443.00	\$6,896.00	\$2,039.80	\$855.00	\$120.00	\$8,222.20	\$121,789.60
March	\$47,939.80	\$28,578.00	\$13,742.50	\$9,658.50	\$1,525.80	\$540.00	\$120.00	\$2,161.60	\$104,266.20
April	\$50,679.00	\$22,975.00	\$5,916.50	\$8,120.00	\$2,935.30	\$270.00	\$180.00	\$27,857.80	\$118,933.60
May	\$49,860.00	\$15,833.00	\$6,720.50	\$7,865.00	\$2,706.10	\$450.00	\$225.00	\$6,937.50	\$90,597.10
June	\$119,289.80	\$19,047.00	\$6,182.00	\$17,949.00	\$2,250.60	\$360.00	\$180.00	\$12,108.60	\$177,367.00
July	\$48,728.60	\$17,313.00	\$5,710.50	\$6,590.00	\$1,323.20	\$630.00	\$105.00	\$4,177.90	\$84,578.20
August									
September									
October									
November									
December									
Total	\$447,303.20	\$128,881.00	\$47,991.50	\$65,386.50	\$14,251.70	\$3,555.00	\$1,065.00	\$66,514.50	\$774,948.40



F.W. DODGE BUILDING STATISTICS

Toll-Free Phone: 877-489-4092

Fax: 800-892-7470

**REPORT OF BUILDING OR
ZONING PERMITS ISSUED AND
LOCAL PUBLIC CONSTRUCTION**

For the month of:

Jul-18

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

If your building permit system has changed, mark (X) in the appropriate place below

- ☐ Discontinued issuing permits
☐ Merged with another system
☐ Split into two or more systems
☐ Annexed land areas
☐ Had other changes

PLEASE RETURN THE WEEK OF:

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

Section 1	NEW RESIDENTIAL	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Single-Family houses, detached <i>Exclude mobile homes</i>		101	55	55	\$11,064,166			
Single-family houses, attached - Separated by ground to roof wall, - No units above or below, and - Separate heating systems & utility meters		102						
Two-family buildings		103						
Three-and four-family buildings		104						
Five-or-more family buildings		105	2	24	\$3,001,812			
TOTAL: Sum of 101-105		109	57	79	\$14,065,978	0	0	\$0.00

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

Section 3	NEW NONRESIDENTIAL BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Amusement, social, and recreational		318						
Churches and other religious		319						
Industrial		320						
Parking garages (buildings & open decked)		321						
Service stations and repair garages		322						
Hospitals and institutional		323						
Offices, banks, and professional		324	2		\$1,389,689			
Public works and utilities		325						
Schools and other educational		326						
Stores and customer services		327						
Other nonresidential buildings		328	13		\$632,230			
Structures other than buildings		329	19		\$456,004			

Section 4	ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Residential - Classify additions of garages and carports in Item 438		434	22		\$698,015			
Nonresidential and non-housekeeping		437	3		\$1,477,242			
Additions of residential garages and carports (attached and detached)		438	8		\$340,848			

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

BCR021
REQUESTED BY: TEDOWDY

ANDERSON COUNTY BUILDING CODES
CENSUS REPORT FOR 7/01/2018 TO 7/31/2018
COURTESY PERMITS

8:52:40 8/01/18 PAGE 1

PERMIT #	ISSUE DATE	COST	OWNER NAME	MOD DESCRIPTION
=====				
MOD 702	COURTESY PERMIT/NO CHARGE			
201803386	7/18/2018	350.00	GILMER + SONS MOBILE HOME SALES + RENTAL	DEMO OF DERELICT MH#20-103-000
201803393	7/19/2018	3,800.00	SMITH MARY SUE F ET AL	DEMO DERELICT MH 28757-001
201803498	7/27/2018	300.00	ROJAS LUIS	DEMO OF MH 10-821-003-BURNED
TOTALS:	3	4,450.00		

August 15, 2018

DISTRICT 1 - SPECIAL PROJECTS
001-5829-001-241
FY Ended June 30, 2019

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2018 - 2019	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	1,259.43
			To YMCA during budget process	(2,500.00)
7/10/2018	7/18/2018	61880	Anderson YMCA (Midnight Flight)	(5,000.00)

SUB-TOTAL 23,759.43

Committed:

8/7/2018		Upstate Chapter of American Red Cross	(1,500.00)
----------	--	---------------------------------------	------------

Ending Balance 22,259.43

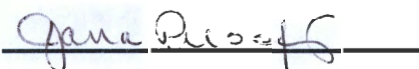
We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

DATE: _____

Jana Pressley, Assistant Finance Manager

DATE: August 15, 2018



August 15, 2018

DISTRICT 2 - SPECIAL PROJECTS

001-5829-002-241

FY Ended June 30, 2019

<u>Council</u> <u>Meeting of:</u>	<u>Check</u> <u>Dated:</u>	<u>Check</u> <u>Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2018 - 2019	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	10,041.23

SUB-TOTAL 40,041.23

	<u>Committed:</u>	
8/15/2017	Games for Rehab Center	(341.23)
8/17/2018	Friends of Broadway Lake	(1,500.00)
8/17/2018	Shepherd Guild	(1,000.00)
8/17/2018	Anderson Jet Track Club	(1,000.00)

Ending Balance 36,200.00

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

Lacey Croegaert, Clerk to Council

DATE:



Jana Pressley, Assistant Finance Manager

DATE: August 15, 2018

August 15, 2018

DISTRICT 3 - SPECIAL PROJECTS

001-5829-003-241

FY Ended June 30, 2019

<u>Council</u> <u>Meeting of:</u>	<u>Check</u> <u>Dated:</u>	<u>Check</u> <u>Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2018 - 2019	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	136.54
7/10/2018	7/20/2018	1001	Transfer to District 5	(2,000.00)
7/10/2018	7/18/2018	61881	Anderson YMCA (Midnight Flight)	(300.00)
7/10/2018	7/18/2018	61735	Distinguished Young Women of Anderson County	(200.00)
7/10/2018	7/18/2018	61780	Leverette-Thomas American Legion (Insurance on Bldg)	(1,300.00)
7/10/2018	7/18/2018	61874	Widows Watchman Ministries	(200.00)

SUB-TOTAL

26,136.54

Committed:

Ending Balance

26,136.54

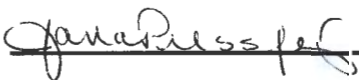
We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

DATE: _____

Jana Pressley, Assistant Finance Manager

DATE: August 15, 2018



August 15, 2018

DISTRICT 4 - SPECIAL PROJECTS
001-5829-004-241
FY Ended June 30, 2019

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2018 - 2019	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	9,606.99
7/10/2018	7/18/2018	61882	Anderson YMCA (Midnight Flight)	(300.00)
7/10/2018	7/18/2018	61736	Distinguished Young Women of Anderson County	(300.00)
7/10/2018	7/18/2018	61874	Widows Watchman Ministries	(200.00)

SUB-TOTAL

38,806.99

Committed:

Ending Balance

38,806.99

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

Lacey Croegaert, Clerk to Council

DATE:

Jana Pressley, Assistant Finance Manager

DATE: August 15, 2018

August 15, 2018

DISTRICT 5 - SPECIAL PROJECTS
001-5829-005-241
FY Ended June 30, 2019

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2018 - 2019	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	11,394.77
			To YMCA during budget process	(2,500.00)
7/10/2018			Traansfer From District 3	2,000.00
7/10/2018	7/18/2018	61737	Distinguished Young Women of Anderson County	(300.00)
7/10/2018	7/18/2018	61874	Widows Watchman Ministries	(200.00)

SUB-TOTAL 40,394.77

Committed:

Ending Balance 40,394.77

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

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE:

DATE: August 15, 2018

August 15, 2018

DISTRICT 6 - SPECIAL PROJECTS
001-5829-006-241
FY Ended June 30, 2019

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2018 - 2019	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	1,194.45
7/10/2018	7/18/2018	61738	Distinguished Young Women of Anderson County	(500.00)

SUB-TOTAL 30,694.45

Committed:

Ending Balance 30,694.45

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

Lacey Croegaert, Clerk to Council

DATE:

Jana Pressley, Assistant Finance Manager

DATE: August 15, 2018

August 15, 2018

DISTRICT 7 - SPECIAL PROJECTS
001-5829-007-241
FY Ended June 30, 2019

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2018 - 2019	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	300.00
7/10/2018	7/18/2018	61707	Caroline Community Center	(5,000.00)
7/10/2018	7/18/2018	61739	Distinguished Young Women of Anderson County	(300.00)
7/10/2018	7/18/2018	61874	Widows Watchman Ministries	(2,000.00)

SUB-TOTAL 23,000.00

Committed:

8/17/2018	Anderson Jet Track Club	(300.00)
8/17/2018	Town of Honea Path (Fire & EMS)	(5,000.00)

Ending Balance 17,700.00

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

Lacey Croegaert, Clerk to Council

DATE: _____



Jana Pressley, Assistant Finance Manager

DATE: August 15, 2018

All Districts Paving Report

Through July 31, 2018

FY18-19 Budget	\$1,500,000.00
Committed	\$0.00
AVAILABLE	\$1,500,000.00

FDP = Full-Depth Patching; **FDR** = Full-Depth Reclamation, **ST** = Single-Treatment; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

		Projects/Towns-Cities/Other			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent to Date	Completion Date
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
		Totals:	\$0.00	\$0.00	

		Districts Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent to Date	Completion Date
	All Work				
	District 1			\$0.00	
	District 2			\$0.00	
	District 3			\$0.00	
	District 4			\$0.00	
	District 5			\$0.00	
	District 6			\$0.00	
	District 7			\$0.00	
		Totals:	\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of July 31, 2018

Prepared By: Sherry McGraw Roads & Bridges
Date

Sherry McGraw
August 10, 2018

Certified by: Neil Carney Neil Carney
Date

NEW SC
8-13-18

District 1 Paving Report

Through July 31, 2018

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$182,180.00
Committed	\$156,953.81

AVAILABLE	\$25,226.19
------------------	--------------------

FDP = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

		Projects/Towns-Cities/Other			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
	City of Anderson	-	\$0.00	\$0.00	
11/2/2016	Civic Center	Upgrade roads, landscaping	\$119,000.00	\$56,306.16	incomplete
1/16/2018	Oak Hill Drive Traffic Control	Radar sign & reflectors	\$6,500.00	\$3,903.03	incomplete
		Totals:	\$125,500.00	\$60,209.19	

		District 1 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/15/2017	Paving (Pending C-Fund match)		\$91,663.00		
		Totals:	\$91,663.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of July 31, 2018

Prepared By: Sherry McGraw Roads & Bridges
Date

Sherry McGraw

August 10, 2018

Certified By: Neil Carney Neil Carney
Date

Now 8
8-13-18

District 2 Paving Report

Through July 31, 2018

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$136,090.00
Committed	\$61,088.00

AVAILABLE	\$75,002.00
------------------	--------------------

FDP = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

		Projects/Cities&Towns/Other		Total Project Spent To-Date	Completion Date
Approval Date	Project	Scope	Appropriated Amount		
	City of Anderson	Grading/Drainage		\$0.00	
		Totals:	\$0.00	\$0.00	

		District 2 Paving Plan		Total Project Spent To-Date	Completion Date
Approval Date	Project	Scope	Appropriated Amount		
8/15/2017	Paving (Pending C-Fund match)		\$61,088.00		
		Totals:	\$61,088.00	\$0.00	

We certify that the above information, to the best of our knowledge,
is up-to-date and is accurate information as of July 31, 2018

Prepared By: Sherry McGraw Roads & Bridges
Date

Sherry McGraw
August 10, 2018

Certified By: Neil Carney Neil Carney
Date

Now 86
8-13-18

District 3 Paving Report

Through July 31, 2018

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$122,250.00
Committed	\$66,070.46
AVAILABLE	\$56,179.54

FDP = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

		Projects/Towns&Cities/Other			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/8/2013	Town of Iva	Grading/Drainage	\$45,000.00	\$21,040.24	Incomplete
7/7/2015	Town of Iva	Grading/Drainage	\$16,250.00	\$0.00	Incomplete
7/7/2015	Town of Starr	Grading/Drainage	\$8,000.00	\$5,518.30	Incomplete
	City of Belton	Grading/Drainage		\$0.00	
		Totals:	\$69,250.00	\$26,558.54	

		District 3 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/15/2017	Paving (Pending C-Fund match)		\$23,379.00	\$0.00	
		Totals:	\$23,379.00	\$0.00	

We certify that the above information, to the best of our knowledge,
is up-to-date and is accurate information as of July 31, 2018

Prepared By: Sherry McGraw Roads and Bridges
Date

Sherry McGraw
August 10, 2018

Certified By: Neil Carney Neil Carney
Date

Now 8
8-13-18

District 4 Paving Report

Through July 31, 2018

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$120,845.00
Committed	\$120,845.00

AVAILABLE	\$0.00
------------------	---------------

FDP = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

		Projects/Towns&Cities/Other			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
7/7/2015	Town of Pendleton	Grading/drainage	\$39,500.00	\$27,042.90	incomplete
		Totals:	\$39,500.00	\$27,042.90	

		District 4 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/15/2017	Paving (Pending C-Fund match)		\$108,388.00		
		Totals:	\$108,388.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of July 31, 2018

Prepared By: Sherry McGraw Roads & Bridges
Date

Sherry McGraw
August 10, 2018

Certified By: Neil Carney
Date

Neil Carney
8-13-18

District 5 Paving Report

Through July 31, 2018

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$196,150.00
Committed	\$196,148.00
AVAILABLE	\$2.00

FDP = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

		Projects/Towns&Cities/Other		Total Project Spent To-Date	Completion Date
Approval Date	Project	Scope	Appropriated Amount		
		Totals:	\$0.00	\$0.00	

		District 5 Paving Plan		Total Project Spent To-Date	Completion Date
Approval Date	Project	Scope	Appropriated Amount		
8/15/2017	Paving (Pending C-Fund match)		\$196,148.00		
		Totals:	\$196,148.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of July 31, 2018

Prepared By: Sherry McGraw Roads and Bridges
Date

Sherry McGraw
August 10, 2018

Certified By: Neil Carney
Date

NCW
8-13-18

District 6 Paving Report

Through July 31, 2018

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$129,570.00
Committed	\$18,867.00
AVAILABLE	\$110,703.00

FDP = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

Projects/Towns&Cities/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
Totals:			\$0.00	\$0.00	

District 6 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/15/2017	Paving (Pending C-Fund match)		\$18,867.00		
Totals			\$18,867.00	\$0.00	

We certify that the above information, to the best of our knowledge,
is up-to-date and is accurate information as of July 31, 2018

Prepared By: Sherry McGraw Roads and Bridges
Date

Sherry McGraw
August 10, 2018

Certified By: Neil Carney
Date

Neil Carney
8-13-18

District 7 Paving Report

Through July 31, 2018

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$109,045.00
Committed	\$91,074.46
AVAILABLE	\$17,970.54

FDP = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

Projects/Towns&Cities/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
10/19/2016	Town of Honea Path	Grading/drainage	\$48,000.00	\$22,602.55	incomplete
11/18/2014	Town of Pelzer	Grading/drainage	\$5,000.00	\$2,812.55	incomplete
7/7/2015	Town of Pelzer	Grading/drainage	\$2,500.00	\$0.00	incomplete
10/19/2016	Town of Pelzer	Grading/drainage	\$17,000.00	\$0.00	incomplete
	Town of West Pelzer	Grading/drainage	\$0.00	\$0.00	
10/19/2016	Town of Williamston	Grading/drainage	\$52,000.00	\$13,850.24	incomplete
Totals:			\$124,500.00	\$39,265.34	

District 7 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/15/2017	Paving (Pending C-Fund match)		\$5,411.00		
Totals:			\$5,411.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of July 31, 2018

Prepared By: Sherry McGraw Roads and Bridges
Date

Sherry McGraw
August 10, 2018

Certified By: Neil Carney Neil Carney
Date

Neil Carney
8-13-18

Anderson County Sheriff's Office- July (2018) Metrics	
Uniform Patrol	
Average Daily Calls for Service	379
Total Calls for Service	12,032
Total Number of Incident Reports	1,594
Total Number of Arrests	437
Total Number of "Domestic" Incident	61
Total Number of "Unlawful Conduct Towards a Child" Reports	9
Animal Control	
Average Daily Calls for Service	696
Total Calls for Service	22
Total Number of Animals Collected and Transported	189
Total Number of State Tickets/Arrest Warrants	15
Total Number of County Ordinance Tickets/Warnings Issued	227
Communications Center (Dispatch)	
Average Daily Calls for Assistance	1,111
Total Number of Calls for Assistance	34,439
Records and Judicial Orders	
Total Number of Civil Papers Received	1,128
Total Number of Civil Papers Served	1,037
Total Number of Warrants Received	471
Total Number of Warrants Served or	400
Forensics	
Total Individual Drug Analysis Completed by Chemists	3,279
Total Number of Evidence Pieces Collected	430
Total Number of Evidence Pieces Processed	1,002
Total Number of CSI Calls	271
Total Number of Photos Taken	6,826
Total Number of Finger Prints Collected	397
Detention Center	
Average Daily Population	409
Total Number of Meals Served	36,034
Litter Crew: Total Miles Cleaned/Cleared	8.1
Litter Crew: Total Number of Trash Bags Processed	903
Litter Crew: Total Number of Tires Removed	18