



**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
September 4, 2018 at 6:00 PM
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding

1. **CALL TO ORDER:**
2. **RESOLUTIONS/PROCLAMATIONS:**
 - a. **R2018-047:** a resolution to recognize Palmetto High School Junior Air Force Reserve Officer Training Corps for receiving the 2017-2018 Distinguished unit award, the “Silver Star” award and Anderson County Adopt-A-Highway Group of the Year.
Ms. M. Cindy Wilson (allotted 5 minutes)
 - b. **PROCLAMATION:** National Suicide Prevention Month
3. **ADJOURNMENT:**

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
September 4, 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. Ken Waters
3. **APPROVAL OF MINUTES:** August 7 and August 21, 2018
4. **CITIZENS COMMENTS:** Agenda Matters
5. **DISTRICT 2 CONCERNS:** Ms. Gracie S. Floyd (allotted 20 minutes)
6. **ORDINANCE THIRD 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. **PUBLIC HEARING-NO TIME LIMITS**
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.
PUBLIC HEARING-NO TIME LIMITS 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.
PUBLIC HEARING-NO TIME LIMITS Mr. Buriss Nelson (allotted 5 minutes)
7. **ORDINANCE SECOND READING:**
 - a. **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)

- b. **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)
- c. **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)
- d. **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. ORDINANCE FIRST READING:

- a. **2018-036:** an ordinance authorizing the execution and delivery of a Fee in Lieu of Tax and Special Source Revenue Credit Agreement by and between Anderson, South Carolina and a Company or Companies know to the County at this time as Project 20180430 with respect to certain economic development property in the County, whereby such property will be subject to certain payments in Lieu of Certain Special Source Credits. Mr. Buriss Nelson (allotted 5 minutes)
- b. **2018-039:** an ordinance to amending the zoning map to rezone +/- 72.28 acres from PD (Planned Development) to IZOD (Innovative Zoning District) at Crestview Road, Harriett Circle and Midway Road. **PUBLIC HEARING-NO TIME LIMITS** Mr. Jeff Parkey (allotted 5 minutes)
- c. **2018-040:** 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. (Project 20180430) Mr. Buriss Nelson (allotted 5 minutes)

9. RESOLUTIONS:

- a. **R2018-046:** a resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project 20180430, whereby, under certain conditions, Anderson County will execute a Fee In Lieu of Tax and Special Source Credit Agreement with respect to a project in the county whereby the project should be subject to payment of Certain Fees in Lieu of Taxes, and whereby Project 20180430 will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure. Mr. Buriss Nelson (allotted 5 minutes)
- b. **R2018-048:** a resolution authorizing application to the State Fiscal Accountability Authority of South Carolina for approval of the issuance by Anderson County, South Carolina, of its Special Resource Revenue Bonds, in one or more Series, in an Aggregate Principal amount of not exceeding \$28,750,000 pursuant to the Provisions of Title 4, Chapter 1 and 29 of the Code of Laws of South Carolina 1976, as amended. Ms. Rita Davis (allotted 5 minutes)

10. TAX LEVY FOR THE ANDERSON COUNTY COUNCIL FOR THE 2018 TAX YEAR:

11. REPORT FROM PLANNING AND PUBLIC WORKS COMMITTEE MEETING:

HELD AUGUST 27, 2018:

Chairman M. Cindy Wilson (allotted 15 minutes)

- a. Compensation for Planning Board Members and Board of Appeals
- b. Subdivisions Regulation Discussion
- c. Traffic Study Update

12. REPORT FROM PUBLIC SAFETY COMMITTEE MEETING:

HELD AUGUST 30, 2018:

Chairman Ray Graham (allotted 15 minutes)

- a. Williamston EMS Contract

13. APPOINTMENTS:

Anderson County Museum Advisory Board- D3

14. REQUESTS BY COUNCIL:

All Districts (allotted 14 minutes)

Anderson Cavaliers Athletic Program- ALL
Anderson County Humane Society-ALL
Shalom House- ALL
Anderson County Parks Dept. - D3
WLS Foundation- D3
Anderson School Districts 2&3- D3, D7

15. ADMINISTRATORS REPORT:

(allotted 2 minutes)

16. CITIZENS COMMENTS:

17. REMARKS FROM COUNCIL:

18. 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 2018-047

A RESOLUTION RECOGNIZING PALMETTO HIGH SCHOOL JUNIOR AIR FORCE JUNIOR RESERVE OFFICER TRAINING CORPS FOR RECEIVING THE 2017-2018 DISTINGUISHED UNIT AWARD, THE “SILVER STAR” COMMUNITY SERVICE WITH EXCELLENCE AWARD, AND ANDERSON COUNTY ADOPT- A- HIGHWAY GROUP OF THE YEAR; AND OTHER MATTERS RELATED THERETO.

Whereas, The Air Force Junior ROTC program is located in 900 high schools across the United States, and select schools in Europe, and Puerto Rico, with an enrollment of more than 120,000 cadets who will complete over 1.6 million hours of community service each year; and,

Whereas, the mission of the Air Force Junior Reserve Officer Training Corps is to develop citizens of character dedicated to serving their nation and community; and,

Whereas, The Air Force Junior Reserve Officer Training Corps, Unit South Carolina-942 of Palmetto High School was selected as the recipient of the 2017-2018 Distinguished Unit Award for the twelfth consecutive year. This award recognizes cadets who have performed with above normal expectations, and distinguished themselves by providing outstanding services at school and throughout the community; and,

Whereas, the unit also earned the “Silver Star” Community Service with Excellence Award. This prestigious award recognizes the top 5 percent of 900 AFJROTC units worldwide based on community service in support of schools and local communities. Only 44 units worldwide earned this award and Unit South Carolina-942 of Palmetto High school is one of two units to win this award in South Carolina. This award recognizes the personal growth and accomplishments of the cadets, the contributions of instructors as mentors and the support of the school and local community; and,

Whereas, On May 2, 2018 The Air Force Junior ROTC Cadet Corps attended the Adopt-A-Highway annual awards luncheon in Columbia, South Carolina. They received an award as Group of the Year for their dedication and contribution in volunteering, providing a crucial source of litter removal services making local communities a cleaner and safer environment; and,

Whereas, the Anderson County Council recognizes our youth who will become future leaders of Anderson County, South Carolina and the United States. Developing life skills such as leadership, responsibility and team work. We recognize the exceptional character, citizenship and self-discipline it takes to put service before self; and,

Whereas, The Anderson County Council commends and congratulates the Palmetto High School Junior Reserve Officer Training Corp on all of your tremendous accomplishments. We would like to wish you much success in all of your future endeavors.

Resolved in meeting duly assembled this 4th day of September, 2018.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five
ATTEST:

Rusty Burns
County Administrator

M. Cindy Wilson
District Seven

Lacey Croegaert
Clerk to Council

Proclaiming September 2018 National Suicide Prevention Awareness Month

WHEREAS; September is known around the United States as National Suicide Prevention Awareness Month and is intended to help promote awareness surrounding each of the Suicide Prevention resources available to us and our community. The simple goal is to learn how to help those around us and how to talk about suicide without increasing the risk of harm; and,

WHEREAS; Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and,

WHEREAS; According to the CDC, each year 44,965 people die by suicide; and,

WHEREAS; Suicide is the 10th leading cause of death among adults in the US, and the 2nd leading cause of death among people aged 10-24; and,

WHEREAS; Anderson County is no different than any other community in the country, but chooses to publicly state and place our full support behind local educators, mental health professionals, athletic coaches, police officers, and parents, as partners in supporting our community in simply being available to one another; and,

WHEREAS; local organizations like Suicide Prevention Services (SPS) and national organizations like the National Alliance on Mental Illness (NAMI) are on the front lines of a battle that many still refuse to discuss in public; and,

WHEREAS, every member of our community should understand that throughout life's struggles we all need the occasional reminder that we are all silently fighting our own battles; and,

WHEREAS, Anderson County encourages all residents to take the time to inquire as to the wellbeing of their family, friends, and neighbors over the next few days and to genuinely convey their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer; and,

NOW, THEREFORE, be it resolved we the Anderson County Council of Anderson, South Carolina, do hereby proclaim the month of September 2018, as National Suicide Prevention Awareness Month. We urge all citizens to support the continued efforts in raising public awareness and to promote the well-being for others in our community and future generations.

Proclaimed this 4th day of September, 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

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL

COUNTY COUNCIL MEETING

AUGUST 7, 2018

IN ATTENDANCE:

TOMMY DUNN, CHAIRMAN

GRACIE FLOYD

CRAIG WOOTEN

TOM ALLEN

M. CINDY WILSON

ALSO PRESENT:

RUSTY BURNS

LEON HARMON

LACEY CROEGAERT

1 TOMMY DUNN: At this time I'd like to
2 call the Regular Anderson County Council meeting of
3 August the 7th to order. I'd like to welcome each and
4 every one of you here and thank y'all for coming.
5 We've got a lengthy agenda tonight, so we're going to
6 try to get through this. Apologize, we're have some
7 difficulty with the lights. I apologize for that but
8 I think we can get through it. It's what it is. And
9 at this time I'll ask -- she got here just in time to
10 lead us in the Invocation and Pledge of Allegiance.
11 Councilman Wilson. If we all rise, please.

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

13 TOMMY DUNN: At this time are there any
14 -- we have approval of the minutes of July 10th
15 meeting. Are there any corrections to be made to
16 that? Ms. Floyd.

17 GRACIE FLOYD: There was something on page
18 8 that I didn't understand at all. This says here on
19 page 8, lines 27 and 28. (Inaudible) said okay. And
20 then 29 Tommy Dunn says, shepherd her, Mr. Burns. I
21 hate to ask you to shepherd her. What does shepherd
22 her -- what was that?

23 TOMMY DUNN: That was a miss -- asking
24 him to hand her something, but it wasn't shepherd her.
25 I don't know what was that word. We can go back and
26 look and see.

27 GRACIE FLOYD: Well, I'd like to submit
28 that as something we need to check on, please.

29 TOMMY DUNN: We have a motion to -- make
30 a motion to accept the -- any other corrections to be
31 made? Make the motion to accept the minutes with the
32 correction. We'll try to get the wording right on
33 page -- what page was that, Ms. Floyd?

34 GRACIE FLOYD: Page 8.

35 TOMMY DUNN: Page 8. Try to get through
36 that. Have a second?

37 TOM ALLEN: Second.

38 TOMMY DUNN: Second Mr. Allen. All in
39 favor of the motion show of hands. All opposed like
40 sign. Show the motion carries.

41 Moving on now to Citizens Comments, number 4. At
42 this time Mr. Harmon, our county attorney for the ones
43 -- he'll call your name. Ones wishing to speak, come
44 up, you have three minutes. Address the Chair. And
45 keep the items on the first go-around, first part of
46 the meeting, on items that's on our agenda.

47 As I talked to the Reverend a few minutes ago,
48 anyone wishing to speak on the zoning issue, that's a
49 public hearing by itself, you don't have to sign up
50 for it. We ask for you to come up and line up and

1 take your time. Mr. Harmon.
2 LEON HARMON: Mr. Chairman, first speaker
3 is Frank Pressly.
4 FRANK PRESSLY: Frank Pressly, District 4.
5 I'm speaking to item number 15. And since Mr.
6 Graham's not here, I guess I'm speaking on deaf ears
7 here. But Criminal Justice Coordinating Council Data
8 Overview, Stepping up Initiative, Resolution 2018
9 should be attached. Data driven justice initiative
10 letter attached. That doesn't tell me a whole lot.
11 Now, what I'm interested in is the progress that we're
12 making with the jail. What's happening with that.
13 That's kind of -- it was on the hot seat subject there
14 for a while, but now that it's gotten kind of quiet we
15 haven't heard too much more about it. I'd be
16 interested in finding out where we're at with the
17 jail. And if we're considering a prison farm or if
18 there's any progress towards that. I would like to
19 hear something more about that from Mr. Graham. I
20 don't know if he'll be here or not. Thank you.
21 TOMMY DUNN: Mr. Harmon.
22 LEON HARMON: Mr. Chairman, the next
23 speaker is Amber McGraw.
24 TOMMY DUNN: Okay. She's fine.
25 LEON HARMON: Next is Kelley Gray.
26 TOMMY DUNN: That's fine. No problem at
27 all.
28 LEON HARMON: Cody Gray.
29 TOMMY DUNN: That's fine.
30 LEON HARMON: Kerry Strathern. Corrine
31 Wallace Fox. Not sure I'm saying this one right.
32 Clam Capelle. Claire Capelle.
33 TOMMY DUNN: Thanks.
34 LEON HARMON: Michael Acquilano. Karen
35 DeCarlo. Carol Overman.
36 TOMMY DUNN: Is that it?
37 LEON HARMON: That's signed up.
38 TOMMY DUNN: Thank you, Mr. Harmon.
39 Item 5 we have no ordinances third reading.
40 Ordinance number 6(a), Ordinance second reading.
41 Ordinance authorizing the amendment of Anderson County
42 Ordinance 2014-040 and the documents authorized
43 thereby, in certain limited regards and particulars.
44 Mr. Nelson's not here. Mr. -- this is second reading,
45 we have a motion to move this forward?
46 TOM ALLEN: So moved.
47 TOMMY DUNN: Motion Mr. Allen. We have
48 a second?
49 CINDY WILSON: Second.
50 TOMMY DUNN: Second Ms. Wilson. Any

1 discussion?
2 GRACIE FLOYD: Yes.
3 TOMMY DUNN: Yes, ma'am.
4 GRACIE FLOYD: Is there anybody here, Mr.
5 Chair, who could speak on 18-24.
6 TOMMY DUNN: Mr. Harmon can.
7 GRACIE FLOYD: Okay good. Mr. Harmon,
8 just bring us up to speed about this. About the
9 ordinance here.
10 LEON HARMON: Yes, ma'am, Ms. Floyd.
11 What this ordinance does is add the official legal
12 company name to the fee agreement for this project.
13 It only had in the project originally the doing
14 business as dba name of Fox Farms. And this will add
15 the legal name of the company to the documents.
16 TOMMY DUNN: Anyone else? All in favor
17 of the motion show of hands. All opposed like sign.
18 Show the motion carries unanimously.
19 Moving on to Item number 6(b) 2018-025 an
20 ordinance authorizing the sale of certain property in
21 the Clemson Research Park pursuant to a lease
22 agreement between Anderson County, South Carolina and
23 Anderson County Development Partnership. This is
24 second reading. This is selling -- allowing, which we
25 have no choice in the group to sell the property up on
26 the research -- the research property. We have a
27 motion to move this forward?
28 CINDY WILSON: So moved.
29 TOMMY DUNN: Motion Ms. Wilson. We have
30 a second?
31 TOM ALLEN: Second.
32 TOMMY DUNN: Second Mr. Allen. Any
33 discussion?
34 GRACIE FLOYD: Yes.
35 TOMMY DUNN: Ms. Floyd.
36 GRACIE FLOYD: Would you, please, again,
37 just go over the top of this so that the people that
38 are with us tonight can understand what we're talking
39 about.
40 TOMMY DUNN: Just like I said earlier in
41 our statement. This is allowing -- giving the okay to
42 Innovate Anderson to sell the property of the Clemson
43 Research Property on Highway 187 North, giving them
44 the right to sell that property. Fair enough, Mr.
45 Harmon?
46 LEON HARMON: Yes, that's exactly what is
47 happening. The lease agreement that -- under which
48 the county held the property requires us to return it
49 to them upon request and they have requested that the
50 Council do that.

1 GRACIE FLOYD: Thank you.

2 TOMMY DUNN: All in favor of the motion
3 show of hands. All opposed like sign. Show the
4 motion carries unanimously.

5 Moving on to Item 6(c) 2018-030 an ordinance
6 ordering a referendum to determine whether the South
7 Carolina Department of Revenue may issue temporary
8 permits to allow for the possession, sale and
9 consumption of alcoholic liquors by the drink to bona
10 fide nonprofit organizations and business
11 establishments authorized to be licensed for
12 consumption on premises sales to that of sale of beer
13 and wine on permitted premises locations without
14 regard to the days or hours of sales. Mr. Graham
15 brought this forward. He can't be here tonight. He's
16 out of town. This is second reading. This is to put
17 on the ballot. This is to be put on the ballot.

18 Mr. Harmon, did you have anything you wanted to
19 add to this?

20 LEON HARMON: Mr. Chairman, the document
21 that is before you contains the two ballot questions
22 that state law allows us to put on the ballot. I did
23 modify a couple of items in this ordinance to correct
24 some typos and to make the first whereas provision
25 track state law. And I'll hand that up.

26 GRACIE FLOYD: You said to correct some
27 typos?

28 TOMMY DUNN: Mr. Graham brought this
29 forward. He can't be here tonight. So I'll entertain
30 it on the floor. Do we have a second?

31 CRAIG WOOTEN: Second.

32 TOMMY DUNN: Second Mr. Wooten. Any
33 discussion?

34 GRACIE FLOYD: Mr. Harmon, this thing
35 tonight is just to correct the errors, misspellings
36 and things that were in the first one. That's all
37 this is for?

38 LEON HARMON: That's the only changes
39 that I made in it. There were no changes made to the
40 two ballot questions that will be on the ballot in
41 November.

42 GRACIE FLOYD: Okay, but this is also not
43 the wording for what's going to be on the ballot as
44 well, is it?

45 LEON HARMON: Yes, it is.

46 GRACIE FLOYD: Okay. The wording ---

47 LEON HARMON: These are the two exact
48 precise questions that will be on the ballot in
49 November.

50 GRACIE FLOYD: Okay. All right. I got

1 it. Thank you.

2 TOMMY DUNN: All in favor of the motion
3 show of hands. All opposed. Abstentions? Show the
4 motion carries Mr. Allen, Mr. Dunn, Mr. Wooten and Ms.
5 Wilson in favor. Ms. Floyd abstains.

6 Moving on to Item number 7(a) 2018-026 an
7 ordinance amending the zoning map to rezone +/- 3.86
8 acres from R-A (Residential-Agricultural) to R-M1
9 (Mixed Residential District) at 1226 Massey Road.

10 At this time I'll ask Dr. Parkey to come forward
11 and give us a report.

12 JEFF PARKEY: Thank you, Mr. Chair. Yes,
13 this request is to rezone the property at 1226 Massey
14 Road from R-A(residential agricultural) to R-M1 (mixed
15 residential) district. The purpose of the request is
16 to provide a group home care -- group care home,
17 excuse me -- for pregnant women. Staff recommended
18 approval. The zoning advisory group did not meet.
19 They could not make a quorum, so they did not meet.
20 So technically comes forward from the zoning advisory
21 group as a recommendation for approval and then
22 finally the Planning Commission recommended approval
23 on their meeting of July 9th.

24 TOMMY DUNN: Thank you, Dr. Parkey.
25 Appreciate it. At this time we'll go into a public
26 hearing. Anyone wishing to speak to this matter one
27 way or the other, step forward, state your name, your
28 district, and address the Chair, please. I'm sorry.

29 TOM ALLEN: Would you want to note a
30 whole bunch of them ---

31 TOMMY DUNN: I've already talked to
32 them. Anyone wishing to step forward, just come on
33 down and state your name. Yes, sir. Right in that
34 microphone.

35 TED DOOLEY: I'm Ted Dooley. I'm a
36 resident at 1221 Massey Road. And I'm against
37 rezoning that 3.87 acres. And I know there are
38 several here. We live right there at that road,
39 within feet. And we're totally against rezoning.

40 TOMMY DUNN: Okay.

41 MARY THRETE: I'm Mary Threte.

42 TOMMY DUNN: Get that microphone for
43 her, Mr. Burns. You fine.

44 MARY THRETE: Yes, I'm Mary Threte. And
45 I live at 1226, which that road would go right in
46 front of my house, and I'm just not for this. I just
47 don't think this is the right place for this type of
48 home. Thank you.

49 TOMMY DUNN: Thank you.

50 TERRI STRATHERN: My name is Terri Strathern.

1 I live at 2208 East North Avenue in Anderson. And I
2 am in support of the home. I think it's a worthy
3 cause.
4 TOMMY DUNN: Thank you.
5 ERIN DUCARLO: Erin DuCarlo. I live at
6 2212 East North Avenue in Anderson. I'm in support of
7 the home. Thank you.
8 TOMMY DUNN: Thank you.
9 CAROL OVERMAN: My name is Carol Overman.
10 I live at 116 Woodridge Court in Anderson. And I also
11 am in support of this home.
12 TOMMY DUNN: Thank you.
13 AMBER MCGRAW: My name is Amber McGraw and
14 I reside at 106 ??? which is about 100 yards from the
15 driveway off Massey. I do have a copy of all the
16 emails and information that was sent over if you guys
17 want to see this. It has roughly twenty people in our
18 neighborhood that communicated that they are not in
19 favor of this moving in. And the reason why
20 specifically for me is that I grew up in this area, I
21 have lived in this area for 20 years. A year out of
22 college I bought a house in this area. I went to Wren
23 High School, I played on the soccer team. I remember
24 what it looked like when I moved here. And I'm sure
25 you guys are aware of what's happened in Greenville.
26 What's happened to -- I mean, my gosh, little
27 Powdersville, it's growing. And I know that this is
28 only three acres; however, I feel like this is just a
29 doorway into more re-zonings. I do support the
30 mission. I don't support the area. I just don't
31 think it's a good place. You're smack up in the
32 middle of a neighborhood. And so for that, I am
33 against the rezoning on Massey Road. Thank you.
34 GRACIE FLOYD: Mr. Chair.
35 TOMMY DUNN: Yes, ma'am.
36 GRACIE FLOYD: Would you please ask the
37 speakers to please speak a little louder so we can
38 hear you.
39 TOMMY DUNN: Go ahead, sir.
40 GRACIE FLOYD: Excuse me, Mr. Chair.
41 TOMMY DUNN: Yes, ma'am.
42 GRACIE FLOYD: We only heard a bit of what
43 she said. Okay. So please speak up louder so we can
44 ---
45 TOMMY DUNN: We got it. Okay, sir. Go
46 ahead.
47 RICH STRAUT: My name is Rich Straut. I
48 live at 110 McBrie Lane which is just in the Massey
49 subdivision, not more than 200 feet from where this
50 proposed unit is going in. I have about three or four

1 things to say about it.

2 The nearest hospital is thirty to -- at least
3 thirty minutes away. They're with the St. Francis
4 hospital. There is no emergency care in this area to
5 put at-risk pregnant women in this area.

6 Number 2, once you rezone this particular three
7 acres with the M1 designation what else will this move
8 into the area? This has been a residential
9 agricultural area for all of its existence. Slabtown
10 is historic. As soon as you make part of it M1, other
11 people will be coming in to make other parts of it M1.
12 Why would you want to spoil the RA designation for
13 this property just to, you know, -- and it's putting
14 an area that is not supported well by services, and
15 you're putting at-risk pregnant women in this house
16 with the nearest hospital thirty to forty minutes
17 away. Thank you.

18 CODY GRAY: I'm Cody Gray. I live at 105
19 McBrie Lane. It's also a part of the Massey Estates
20 neighborhood. It's right up the road from the guy
21 that just spoke. I am against the rezoning. One of
22 my biggest things is, just like he said, the closest
23 hospital who they have a partnership with is St.
24 Francis. I actually looked it up. It's twenty-seven
25 minutes from our area to St. Francis. So in any type
26 of emergency, I mean, how are they actually going to
27 get there for the help for the kids or, you know, a
28 pregnant woman. Also, in their mission statement,
29 they're talking about these ladies being able to get
30 back on their feet in the workforce or at school. The
31 closest high school for any, you know, woman that may
32 be eighteen years at the age or younger, is eight
33 minutes. So that's a sixteen minute round trip just
34 to get to school. And you know, the closest college
35 is Greenville Tech. It's twenty-five minutes to
36 Greenville Tech. I'm currently pursuing my education
37 further, so I'm, you know, I'm going to Greenville
38 Tech multiple times a week and I know the stress it
39 puts on myself so I can only imagine, you know, a
40 pregnant woman that's going through a crisis trying to
41 get back in school.

42 You know, I feel like something like this is
43 better suited for a city environment where they're
44 able to, you know, walk to work. The closest places
45 we have around us to work is a convenient store and a
46 Dollar General. So that's another thing on their
47 mission statement is trying to get women back in a
48 workforce. There's nowhere to work around our area.
49 I mean, it's a residential. You know, we have to go
50 out of town in a sense to be able to go to work each

1 day. So if they're trying to put somebody back into
2 work, I just don't see our area being the correct
3 place for that.

4 Another thing I got, is I was looking on their
5 website and their journey, they said we have met with
6 architects and have the first draft of renderings for
7 the home. We have searched for land in the Greenville
8 area for this home. We have issued a letter of intent
9 to purchase approximately two acres of land near the
10 St. Francis hospital. That's on their website. We're
11 not St. Francis, we're not two acres right beside the
12 hospital. So if they're saying that on their website,
13 their donors, who, you know, give money, expect hey,
14 these ladies are going to the hospital, they're in a
15 city environment. So they're telling their donors,
16 hey we're doing this, but yet, they're twenty-five
17 minutes from there. So if they're telling their
18 donors that, what aren't they telling us?

19 Thank you, guys.

20 CLAIRE CAPPEL: Hey, Guys. Okay, just stop
21 me if you can't hear anything, but I just want to do a
22 little bit of an introduction. My name is Claire
23 Cappel. And I live currently in Greenville, South
24 Carolina, and I'm speaking with Michael for the home
25 with the diocese.

26 So just a little bit of a background. I grew up
27 in Greenville and I've lived there for the past
28 sixteen years of my life. Since living there I have
29 learned how we're supposed to take care of those who
30 are less fortunate than us. And through growing up in
31 this great environment I had a dream whenever I was in
32 sixth grade, so this was about -- if I do the math --
33 twelve years ago. So almost half of my life. I had a
34 dream where I woke up and I -- in the dream I saw the
35 effects and the horrors that abortion causes. And so,
36 I woke up from the dream. I talked to my mom, and
37 together we decided we can't just sit there waiting
38 for something to happen. These women are going
39 through crisis pregnancies right now and we have to do
40 something about it. So that led to the formation of a
41 walk in which all the proceeds went to Birthright, the
42 local pro-life agency.

43 And then years down the road, I had another dream
44 and in this dream there was a home and it was as if
45 God was saying this is the next step. This is what
46 you need to do. This home is what's going to help
47 those women who have no place to turn to because their
48 family have kicked them out. This is the solution.

49 So from that dream when I woke up again and talked
50 to my mom again, because, you know, most people don't

1 really listen to a person in eighth grade at that
2 point. And that small group led to an even larger
3 group. And that larger group led to an even larger
4 group. And that was six years ago. And then,
5 whenever this land and this beautiful home popped up
6 it was as if all of our dreams, every hope that we had
7 had was answered, just by looking at it. And for the
8 people who haven't seen it, I mean, heck, I would move
9 in there. This place is beautiful. It's on a hundred
10 acres. It's -- it has so much land for the women.
11 And one of our major goals whenever we were going
12 through the whole process was we want something that
13 these women -- it's not an institution, it's not a
14 hospital. Somewhere that they can live and they can
15 feel as though they are at home themselves. And so,
16 this decision not only affects just one family moving
17 in there. But has the potential to affect thousands
18 of potential lives that could be helped by doing this.
19 So thank you so much.

20 TOMMY DUNN: Thank you.

21 KAREN WALLACE: I'm Karen Wallace Fox. I
22 live at 133 McAlister Drive, Pendleton, South
23 Carolina. And I am in support of Claire's house.

24 MICHAEL AQUILETTO: My name is Michael
25 Aquiletto and I'm here on behalf of the diocese of
26 Charleston. And so, obviously the home is named after
27 Claire and her dream, that's why it's referred to as
28 St. Claire's Home. And I'm just going to go through a
29 quick thing -- a few quick things.

30 First, the property we selected, and I know the
31 concerns about it being in a residential area. One of
32 the reasons we picked it was because it was on a
33 hundred and five acres and we imagined that buffer
34 being an important part of the rezoning and part of
35 the women having the scenic serene pregnancy -- time
36 in their pregnancy. And so, that plus the -- there's
37 also a radio tower nearby that's on a substantial
38 amount of property. That's also another buffer. And
39 we're only rezoning the 3.8 I believe it is, or 3.7
40 acres. We're not rezoning the hundred and five
41 because we're not looking to do anything. There will
42 be no growth on this property. The home is perfect as
43 is. We're only doing two things to the property upon
44 the sale; fixing the front gate and making it nicer,
45 stronger. And then adding a fence in front of the
46 pool so that any children that were there do not go in
47 the pool unexpectedly.

48 So the home is perfect, we do not need to do
49 anything to it. And we looked at a lot of homes and I
50 really appreciate the comments about the website, I

1 will definitely email someone about that tonight.
2 This has been a six year process and that was what
3 they were doing six years ago. But unfortunately for
4 a number of reasons that didn't occur. And so we've
5 been for the last five and a half years, looking at
6 properties and fund raising and the goal was actually
7 to put them in a rural community, which is what we
8 have found here.

9 The women in the home, I know there's been some
10 discussion about that, the women are pregnant. We are
11 not taking in anybody, just anybody. They have to be
12 you know, stable, they can't come in as drug abusers
13 or alcoholics. We can't risk the life of the other
14 mothers in the home or the employees.

15 And then I want to add this too. The company that
16 we're working with -- so we're the Catholic Church
17 that's going to be purchasing the property. But we're
18 partnering with an organization that's based out of
19 Hoboken, New Jersey that does this only. This is only
20 what they do. They have seven homes, three of which
21 are in New York, outside of the city in the boroughs
22 of New York. They've never had any issues with law
23 enforcement in the thirty-three years in all seven
24 homes. And they even have a home similar to this that
25 is on three and a half acres in Alabama. Again, no
26 issues in their thirty-three years.

27 And then, I think that's everything I have. If
28 there's any questions you have particular to the
29 property though, I'd be the one that could help answer
30 them for you, so please let me know if I can answer
31 anything for you. Thank you.

32 KELLIE GRAY: Hi, my name is Kellie Gray. I
33 reside at 105 McBrie Lane. I am not in favor of this.
34 Now, I want to start off by saying I am in favor of
35 their mission and their cause. I just don't believe
36 that -- I would prefer it not be directly in front of
37 my neighborhood and directly two houses in front of
38 me. My sister, one of the ones earlier, you said you
39 couldn't understand, she actually lives in my
40 neighborhood. And her and I have grown up here for
41 twenty years and we love it. We love it just the way
42 it is. We don't want to see anything change. You
43 know, we like it just the way it is. And she is even
44 closer to that. So me personally as her older sister,
45 I don't want that closer to her. You know, nothing
46 against these women. I believe in their cause and I
47 believe they need a place. But I believe that could
48 be sought and found somewhere else. I don't want that
49 anywhere near where I live. I was like, you know,
50 personally, I just don't want to see it change. I

1 don't want to see anything change from the way it is.
2 You know, like she said, I'm afraid of things, you
3 know, continuing down the road and being, you know,
4 once again looked at and re-evaluated to change into
5 something else. So personally right now, I'm not in
6 favor of this being approved. Thank you.

7 DWIGHT DECARLO: Good evening. My name is
8 Dwight DeCarlo. I live at 2212 East North Avenue.
9 And I just don't -- I can't understand -- I've never
10 heard of young pregnant women being a threat to a
11 neighborhood. I just haven't. Has there been any
12 studies? I'm sure there's homes all over the United
13 States just for this purpose. Has anyone done a study
14 to see what the impact is, and I'll bet you'll find
15 that there's a positive impact, not a negative impact.
16 It's a Christian thing to do. Thank you.

17 JIM THOMPSON: My name is Jim Thompson and
18 I'm from 841 Worley Street, Pendleton. I grew up in
19 a mixed residential rural neighborhood. And I've
20 found it to be a wonderful experience and a great way
21 to grow up and I think this would be a great
22 opportunity for the pregnant women who need it.

23 FREDDY BRYANT: My name is Freddy Bryant,
24 1479 Massey Road. I guess I've got a lot of
25 questions. What kind of shelter is this? Is it just
26 pregnant women? Are they battered women? Alcoholic?
27 What are we dealing with? You know, will there be
28 security? You know, are those people going to be
29 leaving? What are they going to do? I know it's
30 about getting them jobs and pregnant women having
31 babies. Where do those babies go? There's sure a lot
32 of questions to be answered to what happens to these
33 people when they leave there. I don't want it.

34 KIM BRYANT: And we own the property.
35 I'm Kim Bryant. We own the property right in front of
36 it.

37 FREDDIE BRYANT: And I own some behind it,
38 too, that joins it. Forty-two acres behind it that
39 joins it.

40 KIM BRYANT: I have a lot of questions
41 about what's going on. Anybody can say they have a
42 dream.

43 ????: (Inaudible for a while) I
44 just think that there's other places that you can put
45 this. I'm sure the county owns land that they can buy
46 that is already zoned for this. I just don't have any
47 understanding of why you would want to put it in a
48 residential place. And it affects us on Massey Road,
49 not those guys over there at St. Francis. I don't --
50 I'm an adopted child. So I understand what they're

1 saying, but still I **(break in tape)** their choice.
2 Everybody makes choices and I just don't think that
3 for their choice, what they've done that they should
4 be punished or that I should be punished. Thank you.

5 AUDY PEREZ: My name is Audy Perez, I live
6 in 113 ??? Way and I'm totally against it. Reason is,
7 I actually moved from New Jersey here to work. We're
8 over here to be calm to people away from the city and
9 you're bringing the city to us again. You know, like
10 that's how I feel. I have a five year old and had a
11 little accent but I'm totally against it. I bought a
12 house for the reason to be calm, I don't want no cars
13 passing fast. That's why we're away from the road.
14 So a dead end. No cars go through there. That's in
15 the main street. I'm totally against it. I support
16 whatever you want, as long as they're close to the
17 city, but I don't support it close to residential
18 homes like we are right now.

19 We actually moved in for that reason. It's a
20 residential home, it's a family home where you have
21 fun and you enjoy your kids walking in the street. To
22 have paramedics running around up and down, I've been
23 there, done that, have a five year old likes going
24 across the street to play with his friends back and
25 forth. What happens if ??? somebody does a U turn
26 right there. Going to emergency to take a woman to
27 the hospital which is 25 minutes away, 27 minutes
28 away, like everybody is saying. And my kid definitely
29 crossing the street. Thousand of that. I'm a
30 plumber, I've been in rehab centers here, too. So I
31 know how it goes. So, I'm totally against that. I'm
32 sorry. I support them, but I don't support the way --
33 where they're actually building it.

34 TOMMY DUNN: Okay.

35 KATIE MELANI: My name is Katie Melani. I
36 live in 113 ??? . ??? is my husband. We have a five
37 year old and a sixteen year old. We have animals in
38 the house. We have, you know, it's our little family.
39 Like he said, we chose this area over -- a little bit
40 over two years ago because it was just perfect to
41 raise our kids. It's nice, it's quiet, it's simple,
42 it's safe. I don't agree with putting a business
43 really so close. Like it's just a couple of houses up
44 the street from me and I don't agree with this.

45 So I'm with the cause, I actually think it's
46 really cool if people, you know, do this for those in-
47 need women, but I don't want them close to my house.
48 I could have chosen any other house close to the
49 street, I mean, close to the city, but we chose this
50 one because it was away from everyone, from everybody

1 else, all the traffic, all the -- you know, it's just
2 not what we want. And like everybody else said here,
3 I want my kids to live here after we're gone and
4 that's not going to happen if there's businesses in
5 this area. So please, I don't want it. Thank you.

6 TOMMY DUNN: Okay. Thanks. You've
7 already spoke, haven't you? No, have to let people
8 speak that haven't spoke.

9 SETH THOMPSON: I'm Seth Thompson. Becca is
10 my wife. We're at 1460 Massey Road. We are not in
11 favor of this. We started our dream five years ago,
12 actually seven years ago buying that piece of
13 property. We have seventy-five acres. A lot of that
14 property joins that hundred acres. Now, are they
15 going to fence that whole hundred acres? We trail
16 ride horses. We have horses up on the front of our
17 property. I do hunting back there. I mean, and they
18 say they want people -- the women to have that serene
19 feeling where they can walk through the woods and I'm
20 all in favor of that. There's plenty of property out
21 here in Anderson. Not far from town here. It's not
22 safe, the neighborhood behind that hundred acres.
23 It's -- y'all need to ride through it. It's not a
24 favorable place for a place like this. For a women's
25 home, it's not the place. I'm totally in favor for
26 that, I have a daughter right here. She ever got in
27 trouble, I would want her to have a place for her to
28 go to, if me and my wife couldn't give it to her.
29 Where it's at, where you want to put it, not the
30 place. Thank you.

31 BECCA THOMPSON: Also, I'd like to say we
32 have, you know, it's a liability issue. We hunt on
33 our property. It backs right up to that hundred
34 acres, we trail ride our horses, have horses in
35 pastures. What happens if those women -- what happens
36 if they get out or you know, they're wanting to do
37 whatever. I mean, that's a liability issue. And it
38 decreases the property value having a business that
39 close. Thank you.

40 JOHNNA STRATHERN: I'm Johnna Strathern, I live
41 at 2208 East North Avenue and I am for the women's
42 home. I -- there seems to be some confusion about
43 what this home is. It is a home. There are residents
44 just as these people and the neighborhood. It's not a
45 business. The women are not prisoners. They're not
46 going to get out and cause trouble. They are living
47 in a safe place, just as you are. And I think that
48 you should give them the opportunity. Thank you.

49 TOMMY DUNN: Thank you.

50 DENNIS KINDS: My name is Dennis Kinds, I

1 live at 1527 Massey Road. I've got 10 or 12 acres
2 right down below this place. Forty something acres
3 that borders the back side of it. We've got two lots
4 on 88 (inaudible all of a sudden).
5 TOMMY DUNN: Y'all have already had
6 y'all's turn. We can't go with everybody, you know,
7 speaking two or three times. But I think we heard
8 y'all loud and clear. Anyone else wanting to speak to
9 this? New. Yes, ma'am.
10 ????: (No audio.)
11 TOMMY DUNN: Thank you. Anyone else?
12 Anyone? Before we close the public hearing?
13 GRACIE FLOYD: Mr. Chairman, before you
14 close it, the lady whom we could not hear when she
15 first started, I would like for her to -- maybe to
16 come back.
17 TOMMY DUNN: Okay. Let her come back on
18 up here. Let Ms. Floyd hear what she's got to say.
19 She didn't hear.
20 GRACIE FLOYD: I think there's something
21 wrong with that mic, Mr. Burns.
22 TOM ALLEN: You have to get real close.
23 AMBER MCGRAW: My name is Amber McGraw and
24 I reside at 103 ??? Way which is the first house on
25 the left as you come into the neighborhood, which is
26 roughly about fifty to a hundred yards to the
27 driveway. As I mentioned earlier, I grew up in the
28 area. I've been here for roughly twenty years. I
29 bought my first home a year out of college in Massey
30 Estates. You talk about living your dream and like I
31 said, I've grown up in this area. I love this area.
32 The point I made earlier was that we are not
33 against the cause. And I think it's important to say
34 that just because we're against it moving in the
35 neighborhood isn't to say that we're for abortion. Or
36 against them in the whole. It's just against them
37 coming into our neighborhood which is primarily a
38 neighborhood of kids. I mean, just last night I hung
39 out with my neighbor Derrick and my brother-in-law
40 helped to build his trampoline. And I just think it's
41 important to point out that, you know, although it is
42 only the three acres, look at what's happened to
43 Anderson. I mean, my goodness, look at what's
44 happening to Greenville. And Powdersville. When I
45 moved here twenty years ago it was just a CVS and a
46 Waffle House and now it's booming.
47 So in conclusion, we are not against your dream or
48 your mission. We're not for abortion or for
49 abandoning women that are in a crisis pregnancy. We
50 are in fact against just moving that type of dream to

1 our neighborhood where we have made our financial and
2 emotional dreams come true by buying a home. So that
3 is all I have to say. But I am against them coming to
4 our neighborhood. Thank you.

5 TOMMY DUNN: Anyone else who hasn't
6 spoken? Anyone at all? Hearing and seeing none,
7 public hearing will be closed. Council.

8 GRACIE FLOYD: Yes, I have several, a lot
9 of questions. First of all, the thing that was
10 supposed to have happened, and I don't understand why
11 it did, you folks were supposed to have had a hearing
12 with the people chosen for the -- some kind of
13 committee -- you were supposed to have gone. But I
14 saw where they couldn't get enough people to come and
15 sit while you talked to them. So you couldn't do
16 that.

17 So here you are now, you come to Council, and
18 we're glad to see you. Anytime we can get anybody to
19 come here, we're glad to see you. But the thing is, I
20 know very little about this. It was just like I came
21 to the meeting tonight and here we all are, but we
22 don't know what's going on. There are two sides. And
23 we don't know just what's going on.

24 But my heart is breaking because this is the kind
25 of thing that will break up a fine community where you
26 have difference of opinions and that's fine. And
27 you've had a chance to say how you felt. Did you all
28 realize that you had no time limits to the speaking?
29 Y'all didn't know that? Well, anyway, you could have
30 talked as long as you wanted because there was no time
31 limits to this so that you could get out your
32 feelings. You could express exactly how you feel
33 about this.

34 But now I have questions like, there was a man who
35 spoke who said that he was told that they would not
36 rezone the property for him. I would like to have
37 talked to him some more. I want to know about the
38 hospital closest was -- was it Mary Francis hospital
39 closest to them? Is that right? What is it? Mary
40 Francis? Oh, St. Francis. Okay. I would like to
41 know about that, was there property closer that could
42 have been used for this thing? Also, I would have
43 liked to have found out from the lady -- I think that
44 she and the man from Charleston. There was a man from
45 Charleston, and a pretty young lady that stood and
46 said that she was the one that had all the dreams, you
47 know, about this thing. I would like to have talked
48 to her some more. It's just not enough information.

49 What I'd like to see happen is that we start from
50 the top again. Everybody go back to that board and do

1 the meeting like it was supposed -- there was some
2 reason why they could not get a quorum. Did I say
3 that right? There was some reason you couldn't get a
4 quorum that night and I wonder why. That was how the
5 whole thing was set up. You go, you talk to these
6 people, recommended by your Council member and your
7 community who know all the details and then after you
8 talk to them both sides, then it comes to Council.
9 And we listen to it from a perspective of people from
10 that area. But I would like to see it start all over
11 there. If I had to figure this out on a winner or
12 loser, I couldn't do it. It's just not enough
13 information.

14 TOMMY DUNN: Mr. Allen. Was you wanting
15 to talk?

16 TOM ALLEN: Yeah. I have about half a
17 dozen short questions. Can you hear me okay? All
18 right.

19 Just so I'm clear, this total area is a hundred
20 acres. Correct? But you're only going to rezone
21 3.86? Okay. There's already a house on the property.
22 Correct? Someone's been living there, have they?
23 Okay. All right. How many pregnant women can this
24 house hold? Eight, max. Okay. Is there a Mr. Kozack
25 or Mr. Ables here? They are large property owners on
26 the back side I noticed on the map here. I didn't --
27 unless I missed the name, I didn't hear them speak. I
28 don't know what their feeling is on it. That was my
29 only question. But if they're not here, we'll let
30 that go. How long will the women stay?

31 ????: (No audio)

32 TOM ALLEN: And then, at that time, do
33 they have to get out, or have you found jobs for them
34 or something at that point?

35 ?????: (No audio)

36 TOM ALLEN: Okay. Are there any other
37 properties that you're looking at or that you might
38 have in mind? This was the only one that you have.
39 Okay. And one last question, just for my benefit.
40 Those of you who are against it, would you just raise
41 your hand. Those against. Now, those who are for
42 raise your hands. Okay. All right. Thank you very
43 much.

44 TOMMY DUNN: Now wait. Listen. We
45 can't have this back and forth. This ain't a public
46 --- for that right there. Mr. Allen, Council member's
47 had a right to ask a few question, what you call it.
48 You got your questions answered, Mr. Allen?

49 TOM ALLEN: Yes, thank you.

50 TOMMY DUNN: Ms. Wilson.

1 CINDY WILSON: May I? I never expected to
2 walk into this tonight. I read over the proposal and
3 it sounded nice. But it only indicated about three
4 plus acres. And the thing that's most disturbing to
5 me that while these lovely people who have invested so
6 much time and effort into this mission and cause want
7 so desperately for it to succeed, they live nowhere
8 near it. Most of you live anywhere from thirty
9 minutes to an hour further away. And we have all of
10 these people who live right there who feel that
11 they'll be negatively impacted. I have real concerns
12 when it's juxtaposed in that manner.

13 I know there's a need for this sort of thing. We
14 have the Anderson Crisis Pregnancy Center here that
15 does quite well and performs a great mission to help
16 those people in need. I contribute. I know a lot of
17 others do, too. But I've very concerned when the
18 people who are for this rezoning don't live anywhere
19 near it and those who are concerned and most oppose
20 it, live right there. That's something that should
21 definitely be considered. Thank you.

22 TOMMY DUNN: Mr. Wooten, you have
23 anything?

24 CRAIG WOOTEN: Dr. Parkey, from the
25 staff's recommendation, I guess you had said staff
26 recommended yes and also the Planning Commission
27 recommended yes. Do you have notes of the -- of why
28 you said yes, or why the Planning Commission said yes
29 on those?

30 JEFF PARKEY: One moment, Mr. Wooten, and
31 I'll see if I have. I don't have the minutes from the
32 Planning Commission meeting, but ... The residential
33 character, we felt the home was compatible with the
34 residential character indicated in the future land use
35 map. And then, in addition to that, there will be a
36 variance that's required if the rezoning is approved
37 because the group care home is an exception, would be
38 allowed with exception. So the applicant would have
39 to go to the Board of Zoning Appeals if this rezoning
40 is approved.

41 CRAIG WOOTEN: So that I understand the
42 process. If it were approved in one, there would
43 still be a second step for a variance to happen for
44 the home to reach its ultimate goal?

45 JEFF PARKEY: Correct. The group care
46 home is allowed in a special exception in RM-1.

47 TOMMY DUNN: We got to pass it. If it
48 passes tonight it'll have two more readings. It's
49 three readings to make this ---

50 CRAIG WOOTEN: Okay. And from staff's

1 interpretation, what -- do you sort of read aloud and
2 define what M-1 states is allowed.

3 GRACIE FLOYD: Mr. Wooten, I don't
4 understand your question. What was it?

5 CRAIG WOOTEN: I'd asked -- the staff had
6 recommended yes on this project and the Planning
7 Commission had recommended yes on this project. And I
8 was curious as to what their notes were and their
9 rational for why they recommended yes.

10 GRACIE FLOYD: Okay. But it was the
11 advisory group that did not even meet on it.

12 CRAIG WOOTEN: Yes. The second group
13 didn't make a quorum of the citizens.

14 GRACIE FLOYD: Yes. So okay. That's the
15 part that gets me, that we skipped a process in this
16 thing. When the district -- when the advisory group
17 did not meet on July the 5th due to a lack of quorum,
18 and when this type of information comes down to us
19 like that, it is my feelings that we should have to
20 look at all of the entities that were involved in this
21 type thing before it comes to us where it's going to
22 take a decision one way or the other. And that
23 decision is going to fall on us. But if we don't have
24 all the information that we need, how can we be
25 expected to vote yes or no. How can we even be
26 expected to take it to a second -- we have to have
27 three readings. How can we even take it to three
28 readings? In the past what we have done is we've
29 said, okay, we'll just take it to three readings
30 because we have three readings to, you know, to -- but
31 I just think that we need to start from the beginning.
32 Let's get this thing right. Let's take it back.
33 Let's go back and turn over every piece of rock that
34 we need to.

35 TOMMY DUNN: Dr. Parkey.

36 GRACIE FLOYD: I'm not through.

37 TOMMY DUNN: He had the floor, Ms.
38 Floyd. Mr. Wooten had the floor.

39 GRACIE FLOYD: Mr. Wooten, will you yield
40 three minutes to me, please?

41 CRAIG WOOTEN: Yes, ma'am. Three minutes.

42 GRACIE FLOYD: Thank you. The whole thing
43 is that these people come to us for real decisions.
44 They're the ones who are living out there. They're
45 the ones who are saying it's okay with me. They're
46 the ones who are saying, no, it's not. So how are we
47 going to get in there and split it up without having
48 all of the information? Mr. Wooten, thank you for
49 your three minutes.

50 CRAIG WOOTEN: Yes, ma'am. And there was

1 a lead-up to my question. The M-1 has to happen and
2 then a variance has to happen, I guess. If this home
3 were to leave this property five years from now, what
4 would allow to go there based on that M-1 and that
5 variance. Because there is a concern there, whether
6 or not you're for or against the home, there is a
7 future concern of what M-1 with a variance would allow
8 at a later date and that was, from staff's
9 interpretation, I wanted to understand what that
10 meant.

11 JEFF PARKEY: So, permitted uses in the
12 RM-1 district, Mr. Wooten, recreational area, single
13 family detached dwelling, single family detached
14 dwelling manufactured multi-section home, single
15 family attached dwelling not more than two dwelling
16 units, single family attached dwelling three or more
17 dwelling units subject to provisions of section 6-12,
18 two family duplex, home occupations are allowed,
19 residential continuing care, retirement center, and
20 also then uses permitted by special exception, child
21 care, church, communication tower, family care home,
22 fire station, golf course, group care home, group
23 office development, nursing continuing care,
24 retirement center, police station, private recreation
25 area, public park, recycling drop box, school,
26 transportation and utility easements, apothecary,
27 barber shop, beauty shop, cafeteria, floral shop,
28 newsstand, optician. That's about it. Sandwich shop.
29 That last group is by special exception including the
30 group care.

31 CRAIG WOOTEN: Would the special exception
32 carry with the property? I know the zoning would
33 carry with the property. Would the special exception
34 carry with the property?

35 JEFF PARKEY: I believe yes.

36 CRAIG WOOTEN: Okay.

37 JEFF PARKEY: I could clarify that, but

38 ...

39 TOMMY DUNN: Listen. You got anything
40 else?

41 CRAIG WOOTEN: No, I'm good.

42 TOMMY DUNN: My belief, and I hate it,
43 the one that I wish was here to speak to this is
44 Councilman that represents this area. Unfortunately
45 he's sick tonight and couldn't make it. But we have
46 went through the process. You know, it's not fair for
47 the ones asking. The process is set up for a reason.
48 It's not fair for the people that's asking for a
49 variance or the people that wants it not to change
50 when somebody can't get together for a meeting and

1 drag the thing out. That's the reason the process, it
2 says in the ordinance, it goes to the next level,
3 Planning Commission which has public hearing, input
4 and that. And then it comes -- ultimately it's going
5 to be the County Council anyway.

6 My only thing is this is very worthwhile thing,
7 but you've heard tonight -- I've been through these
8 things, used to be on the Planning Commission. When
9 people get things about their property, they start,
10 you know, heard a lot of accusations tonight that just
11 don't, you know, make sense. But the bottom line,
12 facts are, two things. When you look at a piece of
13 property, you need to make sure about if it is zoned
14 or not. Because people are very, very particular
15 about zoning areas in Anderson County. I know that
16 firsthand about changing zoning.

17 Second thing is is like the point Mr. Wooten was
18 trying to get it's okay this thing we pass this great
19 endeavor and move on. Something happens in a few
20 years and then you heard all these other things this
21 could turn into. And we got no control over that.
22 Don't come back. It is a thing, but I just think
23 people have got rights, too, about zoning. People are
24 very passionate about zoning and go through their
25 things in this process to get this property zoned for
26 a certain thing and not to be. And so, my
27 recommendation is I make a motion to deny on zoning.
28 Second Ms. Wilson. Now discussion. Mr. Allen, you
29 got something?

30 GRACIE FLOYD: I have something while he's
31 waiting. Mr. Chair, I don't -- I don't think that's
32 the best thing in the best interest of the whole
33 thing. We were given this thing here tonight. We got
34 the information on Friday, we looked through it and
35 then we came today and all the people were here and
36 each one of them brought up how they really felt about
37 this. And now you're saying that we go with the ones
38 who want it or don't want it.

39 TOMMY DUNN: I said deny.

40 GRACIE FLOYD: Deny.

41 TOMMY DUNN: That's right.

42 GRACIE FLOYD: Okay. But that means that
43 they don't get it either. The ones who -- I just
44 think -- do you have all the information that's really
45 needed to come up ---

46 TOMMY DUNN: I do.

47 GRACIE FLOYD: Well, I don't.

48 TOMMY DUNN: I respect that.

49 GRACIE FLOYD: And that makes it harder
50 for me. I'm asking for more time. I'm asking for

1 let's go back and give these people another
2 opportunity to both of them be heard by all of the
3 process that we've done. But just to sit here and say
4 well, I deny it. What do we deny? **(Break in tape)**.
5 The fact that we don't want it or the fact we want
6 them to have it. Whatever. But I just don't think --
7 sir, you can't speak now. Okay. But I'm sorry to
8 have to say that, but that's the way it goes here.
9 But I just don't think that we can do it like that. I
10 think we need more time.

11 TOMMY DUNN: Mr. Allen.

12 TOM ALLEN: Yeah, there are two things
13 that to me weigh heavily on this. One, I don't see
14 where this home would be a really big problem.
15 There's already a house there with seven children in
16 it. Okay. If it turns over to this group, there
17 might be eight people there. Terms were used like if
18 they get out. I mean, it sounds like a cage or
19 something. I don't think pregnant women are going to
20 run around the neighborhood and create a whole lot of
21 trouble.

22 On the other hand, something that weighs very
23 heavily on this, is we are called representatives of
24 the people. We're County Council representatives.
25 And a lot of the people out here that as Ms. Wilson
26 brought up, rightly so, that live right adjacent to
27 the property don't want it. And we have to represent
28 these people. Like I said, I don't see any big
29 problem of three acres out of a hundred and the type
30 of home you want to put on it. I think it's a worthy
31 endeavor. But the people adjacent to it don't seem to
32 want it. Some of the arguments are just simply NIMBY
33 -- not in my back yard. Period. The end. That's was
34 the only reason. But yet, they don't want it and we
35 do have to represent the people of Anderson County.
36 So I'm in a quandary on that one. But that's all I
37 had to say. Thank you.

38 TOMMY DUNN: Thank you. Anyone else?

39 CRAIG WOOTEN: Is this in Councilman's
40 Waters' district?

41 TOMMY DUNN: Yes.

42 CRAIG WOOTEN: Since Councilman Waters is
43 an elected representative of the people who live in
44 this district, could we table it until he's in
45 attendance?

46 TOMMY DUNN: If y'all think it's going
47 to make a difference. Are we putting something off or
48 just kicking the can down the road?

49 CRAIG WOOTEN: I mean I know it can be
50 seen as kicking the can down the road, but that is

1 their representative. I mean I represent District 1,
2 we're in the city of Anderson. I mean, I'd welcome
3 the home. I think it's a great thing, but he's
4 ultimately the one that's elected by the folks that
5 live out there. I'd be curious as to what he has to
6 say about it. But I mean we can either vote to table
7 or we can vote straight up.

8 TOMMY DUNN: We got a motion on the
9 floor right now. We'll take care of that and if that
10 don't go, we'll go to table it. All in favor of the
11 motion to deny show of hands. All opposed.

12 GRACIE FLOYD: Oh, excuse me. Three.

13 TOMMY DUNN: Show the motion fails to
14 deny with Ms. Wilson and Mr. Dunn in favor. Mr.
15 Allen, Ms. Floyd, and Mr. Wooten opposed. You got a
16 motion?

17 CRAIG WOOTEN: Could we make a motion to
18 table it until Councilman Waters is present?

19 GRACIE FLOYD: I second it.

20 TOMMY DUNN: Motion Mr. Wooten and
21 second by Ms. Floyd. All in favor of the motion show
22 hands. Show the motion carries unanimously.

23 TOM ALLEN: Mr. Chair.

24 TOMMY DUNN: Yes, sir.

25 TOM ALLEN: I'd like to just say I want
26 to apologize to all of you that showed up tonight and
27 then to end up this way to say we have to put it off
28 for another two weeks. But I really think it is only
29 fair to have the Councilman here from the district
30 that represents you. And also since the other board,
31 the Advisory Group, didn't get to meet, you know,
32 there are some loose ends to this thing. So I think
33 it is in our best interest to go ahead and wait until
34 he gets here and see what he wants to do. Thank you.

35 GRACIE FLOYD: Mr. Chairman.

36 TOMMY DUNN: Y'all want to take a ---

37 GRACIE FLOYD: I was talking.

38 TOMMY DUNN: That's not over with, Ms.
39 Floyd. You want to -- what you got to say?

40 GRACIE FLOYD: I wanted to say something.

41 TOMMY DUNN: Well, go ahead.

42 GRACIE FLOYD: Thank you. Folks, this
43 time, try to make sure, find out why these people
44 cannot come to the quorum so you can get your business
45 work done. And I invite you to come back to the
46 Council meeting. I know you live a distance away, but
47 I invite you to come back to the Council meetings so
48 you can see how things really work here. And I sure
49 do thank you for coming.

50 TOMMY DUNN: Moving on now to Item

1 number 7(b) 2018-027 an ordinance authorizing the
2 execution of a lease purchase agreement in an amount
3 not exceeding \$5,400,000 relating to the leasing and
4 purchasing of certain vehicles.
5 GRACIE FLOYD: Mr. Chairman.
6 TOMMY DUNN: Yeah, yeah, Ms. Floyd, I
7 got it.
8 GRACIE FLOYD: Mr. Chairman, I call for a
9 recess until the people have ---
10 TOMMY DUNN: We're going to take about a
11 two minute thing. These people get out of the thing
12 we're going to start meeting back. We've got a full
13 agenda tonight.
14 GRACIE FLOYD: You said what, now?
15 TOMMY DUNN: We're going to take -- soon
16 as these people get out we're going to start back.
17 We're going to sit right here until these people get
18 out.
19 GRACIE FLOYD: I'm not going to sit. I'm
20 going to get up.
21 TOMMY DUNN: You go ahead and do what
22 you need to do.
23 GRACIE FLOYD: Thank you.
24 TOM ALLEN: Tommy, on that table thing,
25 do we need to have a time frame on that?
26 TOMMY DUNN: Y'all said two weeks. You
27 said next meeting.
28 TOM ALLEN: Yeah.
29 TOMMY DUNN: So that's next meeting.
30 TOM ALLEN: Next meeting.
31 TOMMY DUNN: That's right. And if Mr.
32 Waters ain't here, then ---
33 TOM ALLEN: Then we got to do
34 something.
35 TOMMY DUNN: I think that's the reason
36 he wasn't here tonight.
37 TOM ALLEN: Think you might be right.
38 TOMMY DUNN: Rusty, will you help the
39 deputy get them out? Get them out. Let's get this
40 meeting going.
41 Okay, Ms. Davis.
42 RITA DAVIS: Yes, sir. Thank you, Mr.
43 Chairman.
44 TOMMY DUNN: 7(b) 2018-027 an ordinance
45 authorizing the execution of a lease purchase
46 agreement in an amount not exceeding \$5,400,000
47 relating to the leasing and purchasing of certain
48 vehicles, equipment and personal property, the
49 execution of necessary documents and closing papers.
50 This was in our budget. This is just putting this

1 forward. We have a motion to move this forward?
2 CINDY WILSON: So moved.
3 TOMMY DUNN: Motion Ms. Wilson. We have
4 a second?
5 TOM ALLEN: Second.
6 TOMMY DUNN: Second Mr. Allen. Any
7 discussion?
8 CINDY WILSON: May I ask a question?
9 TOMMY DUNN: Yes, ma'am.
10 CINDY WILSON: Are we anticipating about a
11 hundred thousand to issue the bond?
12 RITA DAVIS: It's actually going to be
13 closer to fifty to sixty thousand. They just put a
14 not to exceed amount.
15 CINDY WILSON: Okay. Thank you.
16 RITA DAVIS: Yes, ma'am.
17 TOMMY DUNN: All in favor of the motion
18 show of hands. All opposed like sign. Abstentions.
19 Show the motion carries.
20 Moving on to number 7(c) 2018-028 an ordinance
21 authorizing the addition of Baittuck, LLC as a sponsor
22 affiliate to that certain fee agreement, dated as of
23 December 1, 2012, between Anderson County, South
24 Carolina and Sargent Metal Fabricators. I think this
25 is just paperwork thing. We have a motion to move
26 this forward? Motion Ms. Wilson. We have a second?
27 TOM ALLEN: Second.
28 TOMMY DUNN: Second Mr. Allen. Any
29 discussion?
30 GRACIE FLOYD: Yes, what's the paperwork
31 thing?
32 TOMMY DUNN: Mr. Harmon, you want to
33 clear this up for her?
34 GRACIE FLOYD: Mr. Harmon, I noticed that
35 this is Sargent Metal Fabrications. I think we had
36 something else done in this particular year, 2018.
37 Did we not see Sargent Metals -- weren't they asking
38 for something again this year?
39 RUSTY BURNS: No, ma'am. Not this year.
40 We have done it in the recent past. I don't have the
41 exact date. But basically what this is, Mr. Tim
42 Haiden is running this. He is purchasing the business
43 from his father and so this is just allowing that to
44 proceed. It does not change the terms of the
45 agreement in any way.
46 GRACIE FLOYD: Okay. But Mr. Burns, you
47 said this was in the recent -- what did you say?
48 RUSTY BURNS: In the recent past. I do
49 not believe it was this year. I want to think it was
50 three or four years ago.

1 GRACIE FLOYD: Oh, no, no, no, no. Uh-uh
2 (negative). Because this came up either the end of
3 last year we were talking about Sargent Metals before
4 -- it was at the end of last fiscal year, maybe before
5 Christmas or something.

6 RUSTY BURNS: At that time I believe we
7 were talking about Lollis Metals, but I could be
8 corrected.

9 GRACIE FLOYD: About what?

10 RUSTY BURNS: Lollis Metals. But I could
11 be corrected.

12 GRACIE FLOYD: Well, okay. Well, I could
13 be corrected as well. I'm not sure. But I know it
14 was a metal fabrication I thought was the same one.
15 So this time they're just changing the ownership of
16 it? Or move it over to -- okay, good. Good. Good.

17 TOMMY DUNN: All in favor of the motion
18 show of hands. All opposed like sign. Show the
19 motion carries unanimously.

20 Moving on to Item number (e) 2018-034 an ordinance
21 authorizing the extension of the term under that
22 certain lease agreement by and between Anderson
23 County, South Carolina and BMW Manufacturing Co., LLC
24 dated as of September 1, 1998; ---

25 TOM ALLEN: Tommy?

26 GRACIE FLOYD: You skipped something.

27 TOMMY DUNN: Oh, I'm sorry. I had an X
28 by (d). Go back to (d) 2018-032 an ordinance to
29 return real property located on Pearman Dairy Road
30 (TMS No 095-00-09-012) to Atlanta Baking Company Inc.
31 which was deeded to Anderson County by Atlanta Baking
32 Company, Inc on September 21, 1981 to facilitate an
33 industrial development Revenue Bond Project. My
34 understanding, correct me if I'm wrong, Mr. Harmon,
35 what this is is our name -- Anderson County's name
36 needs to come off the title. That's what this is
37 trying to clear up and get it back like it's supposed
38 to be.

39 LEON HARMON: Yes. That's correct, Mr.
40 Chairman. The property is in the name of the County
41 because of a 1981 project. And back at that time for
42 economic development those projects had to be in the
43 name of the county to facilitate an industrial
44 development revenue bond issue. This matter will
45 simply clear up our real property records and put the
46 title back in Atlanta Bread Company's name.

47 TOMMY DUNN: Thank you. We have a
48 motion move this?

49 CINDY WILSON: So move.

50 TOMMY DUNN: Thank you, Ms. Wilson.

1 Have a second?

2 TOM ALLEN: Second.

3 TOMMY DUNN: Second Mr. Allen. Further

4 discussion?

5 GRACIE FLOYD: Yes. Mr. Harmon, this

6 thing here now, it was the company -- the property was

7 owned by Atlanta Baking Company and they deed it to

8 us.

9 LEON HARMON: Yes, ma'am.

10 GRACIE FLOYD: So we're getting ready to

11 deed it back to them.

12 LEON HARMON: That's correct.

13 GRACIE FLOYD: Why?

14 LEON HARMON: Well, it had to be in the

15 county's name to facilitate an industrial development

16 revenue bond project back in 1981. The county had to

17 hold title under the state law at that time. This was

18 prior to the FILO act and the way we do economic

19 development projects now. They have been paying taxes

20 all along on this property and this will just get it

21 back in the company's name and clear up our real

22 property records in the process.

23 GRACIE FLOYD: Okay. Now, when they take

24 their property back, are they going to use it for a

25 purpose or just what's the purpose of them taking it

26 back other than for the tax purposes?

27 RUSTY BURNS: They operate a bakery

28 there. You probably know it better as the Old Kroger

29 Bakery.

30 GRACIE FLOYD: Oh, yeah. Somebody should

31 have said -- and they say it's on Pearman Dairy Road.

32 Is that thing on Pearman Dairy Road?

33 LEON HARMON: It's practically across the

34 street from where the TTI property is out there and

35 that's -- that property is on Pearman Dairy Road.

36 GRACIE FLOYD: Okay. All right.

37 TOMMY DUNN: Any more discussion?

38 GRACIE FLOYD: Mr. Harmon, thank you so

39 much.

40 TOMMY DUNN: All in favor of the motion

41 show of hands.

42 Moving on to Item 7(e) 2018-034 an ordinance

43 authorizing the extension of the terms under which

44 certain lease agreement by and between Anderson

45 County, South Carolina and BMW Manufacturing Co., LLC

46 dated as of September 1, 1998; the amendment of such

47 lease agreement to reflect such extension. We have a

48 motion to move this forward?

49 CINDY WILSON: So moved.

50 TOMMY DUNN: Motion Ms. Wilson. Have a

1 second? Mr. Allen. Any discussion?
2 GRACIE FLOYD: Yes. I need that explained
3 to me as well. Mr. Harmon, I need your help.
4 LEON HARMON: Yes, ma'am.
5 GRACIE FLOYD: It's not that I don't
6 understand what's going on, but I don't because all
7 they sent me was stuff to read. I can't ask questions
8 and I don't know about the meetings that they're
9 having when they discussed this. So we're going to
10 have to discuss it now for me. And for those who are
11 in our audience or on TV who's interested in knowing
12 what's going on in Anderson. Would you please explain
13 that?
14 LEON HARMON: Yes, Ms. Floyd. The
15 original fee in lieu agreement in this matter was
16 based upon the lease of equipment by BMW to a number
17 of Anderson County businesses who made parts for the
18 BMW plant over in Spartanburg County. What this
19 ordinance does is allow an extension of that lease
20 agreement for an additional ten years because of a
21 change in the state law that allows this to extend
22 further into the future.
23 TOMMY DUNN: Yes, ma'am, Ms. Wilson.
24 CINDY WILSON: So the millage rate is
25 still locked in at current level that will just
26 continue. Is that right?
27 LEON HARMON: Yes, ma'am. I believe that
28 is correct. Nothing is changing in the fee agreement
29 itself.
30 CINDY WILSON: Thank you.
31 TOMMY DUNN: All in favor of the motion
32 show of hands. All opposed like sign. Show the
33 motion carries unanimously. I would now make a motion
34 we go into Executive Session for economic development
35 projects. I put that in the form of motion.
36 CINDY WILSON: Second.
37 TOMMY DUNN: Second Ms. Wilson. All in
38 favor show of hands. Opposed. Abstentions. Show the
39 motion carries. Step right back here.
40 **(EXECUTIVE SESSION)**
41 CINDY WILSON: ... out of Executive
42 Session, having received information on economic
43 development projects.
44 TOMMY DUNN: Motion Ms. Wilson. We have
45 a second?
46 TOM ALLEN: Second.
47 TOMMY DUNN: Second Mr. Allen. All in
48 favor of the motion show of hands. All opposed like
49 sign. Show the motion. Do we have a motion?
50 CRAIG WOOTEN: Yes, I'd like to make a

1 motion to authorize the county Administrator to enter
2 into a memorandum of understanding to facilitate
3 construction of a road needed for the development of
4 the TTI Corporate Campus and Innovation Center.
5 TOMMY DUNN: Have a motion Mr. Wooten.
6 Have a second?
7 CINDY WILSON: Second.
8 TOMMY DUNN: Second Ms. Wilson. Any
9 discussion? All in favor of the motion show of hands.
10 Motion carries.
11 Moving on now to Item number 9(a). Yes, ma'am.
12 GRACIE FLOYD: Excuse me.
13 TOMMY DUNN: Yes, ma'am.
14 GRACIE FLOYD: I voted -- I'm not voting
15 against it; I'm not voting for it.
16 TOMMY DUNN: Show the record shows Ms.
17 Floyd abstains.
18 GRACIE FLOYD: Yeah, that's the word.
19 TOMMY DUNN: Moving on to number 9(a).
20 Bid approvals. 9(a) 18-053 Request Qualification to
21 provide Construction and Engineering Inspection
22 Services. Who's got this? Mr. Burns.
23 RUSTY BURNS: What this is, Mr. Chairman,
24 is approval to hire Davis & Floyd to inspect the work
25 that is going to be done on the TTI road.
26 TOMMY DUNN: We have a motion to move
27 this?
28 CINDY WILSON: So moved.
29 TOMMY DUNN: Motion Ms. Wilson. We have
30 a second?
31 TOM ALLEN: Second.
32 TOMMY DUNN: Second Mr. Allen. Any
33 discussion? All in favor of the motion show of hands.
34 All opposed. Abstentions. Show the motion carries.
35 Moving on to Item number 9(b) Project NASA Road
36 Construction.
37 ROBERT CARROLL: Staff recommends Morgan
38 Corporation for five million five hundred forty-five
39 thousand two hundred seventy-eight dollars and fifty
40 cents. This is for the construction of the road for
41 TTI.
42 TOMMY DUNN: We have a motion?
43 CINDY WILSON: So moved.
44 TOMMY DUNN: Ms. Wilson. Second?
45 TOM ALLEN: Second.
46 TOMMY DUNN: Mr. Allen. Any discussion?
47 All in favor of the motion show of hands. All opposed
48 like sign. Show the motion carries unanimously.
49 Moving on to Item(c) 19-001 Installation of Sewer
50 Line for Arthrex Project.

1 ROBERT CARROLL: Yes, sir. Staff recommends
2 recommendation to Dillard Excavating, four hundred
3 thirty-eight thousand six hundred and fifteen dollars,
4 for this project.
5 TOMMY DUNN: We have a motion?
6 CINDY WILSON: So moved.
7 TOMMY DUNN: Motion Ms. Wilson. We have
8 a second?
9 TOM ALLEN: Second.
10 TOMMY DUNN: Mr. Allen. Any discussion?
11 CINDY WILSON: May I quickly point out
12 that this is really interesting. There was, gosh,
13 more than a two hundred thousand dollar spread there.
14 So our bidding procedures are really working well now.
15 I'm very glad to see that. Thank you.
16 TOMMY DUNN: Ms. Floyd.
17 GRACIE FLOYD: I want to get the name
18 clear, Mr. Harmon, on the name of this thing. Is it
19 Arthrex Project?
20 LEON HARMON: Arthrex. Yes, ma'am.
21 GRACIE FLOYD: Arthrex. Then that's the
22 name of the project, right?
23 LEON HARMON: Yes, ma'am.
24 GRACIE FLOYD: All right. Okay. It's so
25 close to another word, that -- all right. Thank you.
26 TOMMY DUNN: All in favor of the motion
27 show of hands. All opposed like sign. Show the
28 motion carries unanimously.
29 Moving on to Item number 10. This is just to
30 follow up what we vote on Ms. Wilson -- I mean Ms.
31 Davis for resolution to express the intention of the
32 County Council of Anderson County to cause Anderson
33 County, South Carolina to be reimbursed with the
34 proceeds of tax-exempt obligations in connection with
35 a lease purchase transaction. We have a motion to
36 move this forward?
37 CINDY WILSON: So moved.
38 TOMMY DUNN: Motion Ms. Wilson. We have
39 a second?
40 TOM ALLEN: Second.
41 TOMMY DUNN: Second Mr. Allen. Any
42 discussion?
43 GRACIE FLOYD: Yes, please. Mr. Harmon,
44 would you please explain what this resolution is all
45 about? A tax exempt obligations in connection with a
46 lease of purchase transaction. What is it all about?
47 LEON HARMON: It's the lease purchase
48 arrangement that we -- I believe we talked about
49 earlier in the meeting, Item 7(b). It will allow us
50 to recover any monies that we expend in getting the

1 bond put in place.
2 GRACIE FLOYD: Okay. Got it. Thank you.
3 TOMMY DUNN: All in favor of the motion
4 show of hands. All opposed like sign. Show the
5 motion carries unanimously.
6 Moving on to Item 10(b) 2018-038 a resolution to
7 express the intention of the Anderson County Council
8 of Anderson County, to cause Anderson County, South
9 Carolina to be reimbursed with the proceeds of tax-
10 exempt obligations in connection with a Solid Waste
11 Revenue Bond transaction. We have a motion to move
12 this forward?
13 CINDY WILSON: So moved. And may I point
14 out, Mr. Chairman, that the Planning and Public Works
15 Committee and then the Finance Committee approved
16 these to come to Council. And recommended. And may I
17 give a quick ---
18 TOMMY DUNN: Yes, ma'am.
19 CINDY WILSON: Just a very quick update.
20 The 2008 Special Source Revenue Bond is coming off and
21 Solid Waste. We've had the need to expand at the
22 Starr C&D Landfill and it's going to cost
23 approximately two point four million. There was a
24 great deal of discussion and some numbers given. Part
25 of the discussion was, what if we look at obtaining a
26 mulcher now, a chipper and mulcher, and stock pile
27 that instead of having to bury it. And apparently the
28 quality of the machinery is greatly improved and Mr.
29 Smith is investigating that.
30 So we recommended that the bond be set to include
31 that expense instead of sending out two bond
32 issuances. Short term the mulcher is expensive, but
33 long term it should be very helpful in reducing the --
34 what's buried in the landfill and probably provide
35 some mulch for citizens as well as the county for
36 mulching properties.
37 The C&D Landfill would -- this would cover a seven
38 acre extension and would be far less expensive in the
39 long run to have that in the county's possession. And
40 apparently there's been some preliminary conversation
41 with DHEC and engineers to give us these numbers. So
42 this came -- comes to our Council with the
43 recommendation from the Planning and Public Works
44 committee to approve this bond.
45 TOMMY DUNN: We have a motion by Ms.
46 Wilson. Have a second?
47 TOM ALLEN: Second.
48 TOMMY DUNN: Second Mr. Allen. Any
49 discussion?
50 GRACIE FLOYD: Yes.

1 TOMMY DUNN: Ms. Floyd.
2 GRACIE FLOYD: Now, here's what I've been
3 hearing. First of all, what is this bond supposed to
4 do? What is it supposed to be for? Using a
5 preposition at the end of the sentence.
6 LEON HARMON: It would be for some
7 improvements to the Starr Landfill site. And also,
8 allow the purchase of some equipment that Ms. Wilson
9 mentioned in her report.
10 GRACIE FLOYD: Okay, but Mr. Harmon, about the
11 equipment, I heard that it was going to be a machine
12 that would tear up the wood and stuff to use it for
13 mulch. But I heard that that thing was going to cost
14 about five million dollars.
15 RUSTY BURNS: Currently Mr. Greg Smith is
16 getting prices. I don't believe Mr. Smith has
17 received a price of five million dollars.
18 GRACIE FLOYD: Well, I hope not. But that
19 was just rumors going around five million.
20 RUSTY BURNS: Five million dollar chipper
21 is a rumor going around, but I do believe that as he
22 does his research he's finding out they may be a bit
23 more expensive.
24 GRACIE FLOYD: They what now?
25 RUSTY BURNS: They may be a bit more
26 expensive, but he's ---
27 GRACIE FLOYD: But not five million
28 dollars expensive?
29 RUSTY BURNS: No.
30 GRACIE FLOYD: Okay. Well, you saying no.
31 How do you know?
32 TOM ALLEN: I know all of it.
33 GRACIE FLOYD: I know what I hear. Okay.
34 But anyway, this is what I'm hearing. That it was
35 going to cost five million dollars and it was nothing
36 but equipment that would turn trees and stuff to
37 mulch, and they said that the mulch would be free for
38 the people of Anderson County, won't be buried at the
39 landfill. Is that true?
40 RUSTY BURNS: You heard that correctly.
41 Greenville County has a free mulch for some of their
42 citizens on specified days. They can come there and
43 they can pick it up after the mulch is dried out and
44 has been treated. Yes, ma'am.
45 GRACIE FLOYD: That part is true. But not
46 five million. Okay. Thank you.
47 RUSTY BURNS: Welcome.
48 TOMMY DUNN: All in favor of the motion
49 show of hands. All opposed like sign. Show the
50 motion carries unanimously.

1 Moving on to Item number 10(c) 2018-043 a
2 resolution authorizing, under certain conditions, the
3 execution and delivery by Anderson County, South
4 Carolina of an infrastructure Credit Agreement with a
5 company known to the County as Project Accommodation
6 with respect to a commercial project in the County
7 whereby the project would be subject to payment of
8 certain Fee in Lieu of Taxes and whereby Project
9 Accommodation will be provided certain credits against
10 fee payments in reimbursement of investment in related
11 qualified infrastructure. This is what we just went
12 into Executive Session, one of the things we talked
13 about. We have a motion to move this forward?

14 TOM ALLEN: So moved.

15 TOMMY DUNN: Motion Mr. Allen. Second
16 Ms. Wilson. Any discussion.

17 CINDY WILSON: May I quickly point out.
18 In years past I was very vehemently opposed to using
19 this structure for commercial projects. But most of
20 my reluctance dealt with the capabilities of the
21 people who proposed those projects and it seems like
22 it was greatly pie in the sky. So this is probably
23 the first time I have voted for something that looked
24 stronger in the commercial realm. Thank you.

25 TOMMY DUNN: Have a motion to move this
26 forward? Show of hands. Motion carries unanimously.

27 Moving on now to item number 11. Report from the
28 Planning and Public Works Committee meeting held July
29 13. Ms. Wilson.

30 CINDY WILSON: Thank you, Mr. Chairman.
31 You have just heard the C&D Landfill proposal and the
32 bond that accompanied that. We had a discussion on
33 the sewer study and effective July 1st of this year,
34 the city of Anderson increased the cost incrementally
35 for five years for sewer treatment. You'll remember
36 that I was very concerned about those open-ended
37 forever agreements with the city of Anderson and its
38 coming back to haunt us. Because the city's
39 increasing the cost because of an EPA consent order,
40 which obviously is the city's problem. They had some
41 violations. But we get to pay more then our fair
42 share of that. You should have before you or in your
43 cubby this past few weeks, the price will go from two
44 thirty-seven per thousand gallons to three thirty-one
45 per thousand gallons. So it will increase the cost
46 for our sewer enterprise fund. And like solid waste
47 they're enterprise and they're intended to be run more
48 business-like and supporting the cost. And in this
49 case, these costs will be transferred to the actual
50 users. And we'll have to pass it along as it comes to

1 the county. So that was basically the long and the
2 short of it. For your information.

3 GRACIE FLOYD: Mr. Burns, I have a
4 question for you. Do we still have a copy somewhere
5 of the sewer, not a study but an actual contract.

6 RUSTY BURNS: We do.

7 GRACIE FLOYD: That was signed years
8 before any of us got here?

9 RUSTY BURNS: We have the latest sewer
10 contract and it goes back some years. Yes, ma'am. We
11 have a copy of that.

12 GRACIE FLOYD: Okay. I would like to see
13 that, because -- now I'm on a different subject, but
14 it's still the storm -- I mean it's still the sewer
15 study. Out of that sewer money -- or out of the sewer
16 study they're going to probably talk about putting
17 more money in the sewer project.

18 RUSTY BURNS: I don't believe that this
19 -- I think that the cost of treatment that the city is
20 facing is causing this, because as you know, the city
21 is under a consent order. They have been ordered, as
22 other cities have, to perform certain work or face
23 penalties. And I think these funds are going to be
24 addressing that list that the city must attack.

25 GRACIE FLOYD: Okay. All right. Now
26 we've heard about the list and we know all about the
27 history of the sewer thing. But there's something in
28 that sewer thing that bothers me. Storm water comes
29 out of sewer, doesn't it?

30 RUSTY BURNS: That has nothing to do with
31 it.

32 GRACIE FLOYD: That's what I know. It
33 does not.

34 RUSTY BURNS: No, ma'am.

35 GRACIE FLOYD: Not a thing. This is the
36 city's thing, what they tried to get us to do and what
37 they say. But ---

38 RUSTY BURNS: Sewer plants. That's what
39 this is for.

40 GRACIE FLOYD: I know, I know. But while
41 we are talking about sewer, also the storm water comes
42 out of the sewer thing, right, that we had.

43 RUSTY BURNS: Yes, ma'am.

44 GRACIE FLOYD: Mr. Burns, I think that you
45 and I need to sit down and look at that sewer thing.
46 That sewer referendum held back long before we were
47 even thought of about coming up here.

48 RUSTY BURNS: Remember it well.

49 GRACIE FLOYD: Yeah. I remember it, too.
50 And I've been reading a lot about it, too. But I

1 think that we need to go back before we go up to this
2 discussion on this sewer study. We need to go back
3 and look at that, you and I.

4 RUSTY BURNS: No problem.

5 GRACIE FLOYD: Okay. Good. Thank you.

6 TOMMY DUNN: Ms. Wilson, you have
7 anything else?

8 CINDY WILSON: That's all.

9 TOMMY DUNN: Thank you.

10 Moving on to item number 11 -- I'm sorry number
11 12, Report from the Public Safety Committee meeting
12 held July 13, 2018. First 12(a) review of MOU for
13 Dispatch. We all have a copy of and what this is is
14 having a signed agreement where MedShore's, Greg
15 Shore's -- MedShore will have a dispatch place in our
16 central dispatch thing. Central dispatch, our EMS
17 director all feels like this will benefit us and help
18 us have a smoother transition on our EMS calls. This
19 does come from the Public Safety Committee. Doesn't
20 need a second. Are there any discussion? Hearing
21 none, all in favor of the motion show of hands. All
22 opposed like sign. Show the motion carries
23 unanimously.

24 GRACIE FLOYD: I oppose, excuse me.

25 TOMMY DUNN: Show the motion carries Mr.
26 Allen, Mr. Dunn, Mr. Wooten and Ms. Wilson in favor.
27 Ms. Floyd opposes.

28 Moving on number 9 -- or 12, I'm sorry -- 12(b)
29 Review of the Contractual Agreement for EMS, contract
30 agreement attached. Want to hit this just lightly,
31 Mr. Harmon?

32 LEON HARMON: Yes, this would be an
33 extension to the current EMS contracts that we have
34 with providers in the county. The rescue squads and
35 also the one for MedShore here in the city area.
36 There is one that will be -- that's out for an RFP,
37 and that is the Williamston area. I think those bids
38 are due in ---

39 RUSTY BURNS: Thursday.

40 LEON HARMON: This coming Thursday.

41 TOMMY DUNN: Again, coming from Public
42 Safety Committee doesn't need a second. Any
43 discussion? All in favor of the motion show of hands.
44 Show the motion carries unanimously.

45 Moving on to Item number 13, Report from Finance
46 Committee meeting held July 13. Ms. Davis, you want
47 to help out with this? Or Mr. Burns?

48 RUSTY BURNS: Mr. Chairman, I'll start
49 and Mr. Robert Carroll can assist me. We've already
50 discussed landfill expansion. That's been disposed

1 of.
2 Number 2, the Foothills Community Foundation Dog
3 Park Agreement will allow us to place funds, we've
4 already collected fifteen thousand dollars for the
5 establishment of a dog park at PAWS and this is just a
6 repository to watch that money and people can make
7 contributions and it will be tax deductible. That's
8 what that is in a nutshell.
9 TOMMY DUNN: We need to vote on that?
10 RUSTY BURNS: Yes, sir.
11 TOMMY DUNN: Okay. This coming from the
12 Finance Committee doesn't need a second. Are there
13 any discussion?
14 GRACIE FLOYD: Are we saying here, Mr.
15 Burns, that the -- this is the money that we're going
16 to use to put a dog park up at the ---
17 RUSTY BURNS: Near PAWS.
18 GRACIE FLOYD: Well, let's just call it
19 what it is right now, okay. An animal shelter, the
20 animal -- what do we call it? Animal shelter.
21 RUSTY BURNS: PAWS, or the animal
22 shelter.
23 GRACIE FLOYD: Yeah, but you see, a lot of
24 people don't know PAWS. Yeah. So I'm calling it what
25 it is. The animal shelter. That's what it's about,
26 right? Putting a dog park, even though we already
27 have one dog park, we're going to put another dog
28 park.
29 RUSTY BURNS: We have a very small dog
30 park and we are taking private contributions which the
31 fifteen thousand dollars ---
32 GRACIE FLOYD: Yeah, that's right.
33 RUSTY BURNS: We are not using any county
34 money for establishing that dog park. Just make it
35 larger.
36 GRACIE FLOYD: Yeah, I knew about that.
37 The fact that we weren't taking any money. Okay.
38 Thank you for that.
39 TOMMY DUNN: Any body else? All in
40 favor of the motion show of hands. Show the motion
41 carries unanimously.
42 Mr. Carroll, bids for the fire alarm system for
43 the courthouse.
44 ROBERT CARROLL: Yes, sir. We put this out
45 for bids and staff recommends award to AllTech for one
46 hundred seventy thousand dollars.
47 TOMMY DUNN: We have a motion from the
48 Finance Committee. Doesn't need a second. Are there
49 any discussion? All in favor of the motion show of
50 hands. All opposed like sign. Abstentions. Show the

1 motion carries.
2 GRACIE FLOYD: You didn't ask for
3 questions.
4 TOMMY DUNN: Asked for discussion.
5 GRACIE FLOYD: No, I didn't hear you ask
6 for that.
7 TOMMY DUNN: Sorry, but we did.
8 Moving on to Airport Terminal update.
9 ROBERT CARROLL: This is just an update,
10 sir. You know we had taken bids a good while back.
11 Two point six nine two nine million dollars. And we
12 have now confirmed approval of all funding through the
13 ACOG and the Department of Commerce and other sources.
14 And we're moving forward with this construction. It
15 has been awarded to Laser Construction and we expect
16 construction to begin in approximately a week or week
17 and a half.
18 TOMMY DUNN: Moving on to the LEMPG
19 Grant. Ms. Davis.
20 RITA DAVIS: The Sheriff's department,
21 David Baker, he submits this annually and we will get
22 seventy-seven thousand four hundred thirty-five
23 dollars back. We'll get some back, fifty-five
24 thousand four four six for personal. This will be for
25 CERT supplies and the supplies that the office uses
26 and a little bit of travel. The match is salaries
27 that we already pay to the personnel in that
28 department.
29 TOMMY DUNN: Coming from the Finance
30 Committee, again, doesn't need a second. Any
31 discussion?
32 GRACIE FLOYD: Yes. Ms. Davis, what is
33 LEMPG? What does it stand for?
34 RITA DAVIS: Local Emergency Management
35 Planning Grant.
36 GRACIE FLOYD: Local Emergency ---
37 RITA DAVIS: Management Planning Grant.
38 GRACIE FLOYD: Management Planning Grant.
39 Okay. Thank you.
40 RITA DAVIS: Yes, ma'am.
41 TOMMY DUNN: All in favor of the motion
42 show of hands. All opposed like sign. Show the
43 motion carries unanimously.
44 Got transfers. Anybody got any questions on
45 anything? Coming from the Finance Committee
46 it doesn't need a second, but if anybody's got any
47 questions now is the time to bring it up, find out.
48 You had all weekend to look at it. Anybody got
49 anything? All in favor of the motion show of hands.
50 All opposed like sign. Show the motion carries

1 unanimously.

2 Now we're going to be moving on to Item number 14,
3 Report from Parks and Recreation AdHoc Committee
4 meeting held July 19th, 2018. Chairman Wooten. Mr.
5 Wooten.

6 CRAIG WOOTEN: Yes, on a follow up to the
7 Parks and Rec AdHoc meeting and subsequently the
8 Special Called meeting, which would have went in
9 conjunction with each other on topics, basically we
10 went to the ATAX budget and that's just the
11 accommodation tax. We were able to collect money from
12 the hotels when out-of-towners come and stay and then
13 allocate that money to improvements within the county.
14 So we went across the different districts. And you
15 know, there's an item with Dolly Cooper Park. There's
16 you know, we're looking at repaving at the Civic
17 Center. We're looking at making improvements at
18 Broadway Lake. We're taking different items and
19 matching them with grants for Green Pond Landing. And
20 so we had a discussion on how that how different
21 Council people depending on their districts said hey
22 I'd like to see things work this way. And I'd like
23 the timing to work out this way. So it was a good
24 meeting in that regard. And the fact that all
25 districts are receiving money to it. And we had
26 attendance greater than just the committee, so we had
27 a lot of buy-in there. And I really appreciated
28 everybody's attendance.

29 The hospitality referendum we passed in committee
30 to take to full Council. That was subsequently taken
31 up in the Special Called meeting for Council and
32 basically we voted to take to the ballot a non-
33 binding, which just means informational, a non-binding
34 referendum to ask the people of Anderson County in
35 unincorporated areas, so outside of the city of
36 Anderson, outside of the town of Pendleton, an
37 unincorporated area, you know, could two cents be on
38 going out to eat in an effort to promote tourism, do
39 initiatives with our parks, create quality of life
40 activities that people would enjoy. So that passed in
41 the Special Called meeting, and so that will be on the
42 ballot this fall. And it will basically give us
43 information from the people of Anderson. And we can
44 look at district and areas of town and sort of see how
45 they feel about that topic. And give us the go-ahead
46 or possibly give us not the go-ahead to have that
47 conversation.

48 The third thing was a parks streamlining
49 recommendations. The Parks Department has divided up
50 the parks by district and so the Council members are

1 looking at their parks and sort of saying hey how can
2 we make these better? How can we be more efficient in
3 the resources? If we were to get new revenue in the
4 future to do different initiatives we want to make
5 sure that we're being good stewards of the current
6 revenue that we have and that we're doing that
7 correctly. One of the -- couple of things that have
8 come up multiple times is the idea that you know
9 businesses would maybe participate in a park. So
10 maybe a sponsorship opportunity. Also working with
11 community groups to take ownership of their local
12 parks in an effort to, you know, deter crime, keep it
13 clean, have community buy-in. But at the same time
14 have conversations with the community what kinds of
15 things are you looking for in your neighborhoods, in
16 your community that would improve quality of life. So
17 that's an update from the Parks and Recreation AdHoc
18 Committee and then the subsequent Special Called
19 meeting.

20 TOMMY DUNN: Thank you, Mr. Wooten.

21 Moving on, now a report from the Public Safety
22 Committee meeting held August the 12th, 2018. Mr.
23 Graham couldn't be here and so Ms. Lacey is out of
24 town, too, tonight, couldn't be here. Very lucky,
25 appreciate Ms. Casey stepping in for her and she's
26 going to do the report for the Public Safety. We
27 appreciate it.

28 MS. CASEY: I'm sorry you guys are stuck
29 with me. But what you -- Council, you should have the
30 data mining presentation that was presented to the
31 Public Safety Committee as of last week. Basically
32 this is an overview of the data that our Criminal
33 Justice Stakeholders have collected over the past four
34 months. So we presented to the Public Safety
35 Committee last week. We presented to the Criminal
36 Justice Coordinating Council yesterday, which was open
37 to the public and we did have public there to preview
38 the material. So that is included in your packet.
39 And I'm here to answer any questions for that. Have
40 any?

41 TOMMY DUNN: Anybody got anything for
42 Ms. Casey on that subject?

43 GRACIE FLOYD: Excuse me. The Criminal
44 Justice Coordinating Council data overview.

45 MS. CASEY: Yes, ma'am.

46 GRACIE FLOYD: That's number 8. I don't
47 have that in my -- was it supposed to be there?

48 MS. CASEY: I can provide you a copy.

49 GRACIE FLOYD: Okay. Well, I'm going to
50 need one because that's not in my book here. I can

1 show you, there is the agenda thing that y'all had.
2 Nothing in here. Well, may I have my own copy,
3 please. Later. Thank you.

4 MS. CASEY: Yes, for anybody who was
5 not able to attend the meeting that we had yesterday,
6 there are two follow-up sessions where I will re-
7 preview that information on the 16th. The first one
8 from 9 to 10:30. For anybody that's interested and
9 open to the public. And the second one will be from 2
10 to 3:30 on that same day in the Administrator's
11 conference room.

12 CINDY WILSON: Could you say those times
13 again, please?

14 MS. CASEY: It is on the 16th which is
15 a Thursday from 9 to 10:30 and then again in the
16 afternoon from 2 to 3:30 and public is welcome.

17 GRACIE FLOYD: Is this the one that you
18 sent me information that I never received and we
19 talked about it?

20 MS. CASEY: Yes, ma'am. It is.

21 GRACIE FLOYD: This is the one.

22 TOMMY DUNN: Okay, Casey, go ahead.

23 MS. CASEY: Yes, sir. We also have the
24 Stepping Up Initiative which is a national initiative
25 to reduce the number of individuals in our detention
26 center with mental illness. Currently across the
27 nation there are over four hundred and fifty
28 jurisdictions that have signed up for the Stepping Up
29 Initiative. As far as the Upstate is concerned,
30 Greenville County, Pickens County and Spartanburg
31 County are the ones closest to us that have joined the
32 initiative.

33 And then our last one is the Data Driven Justice
34 Initiative. There are over a hundred and fifty
35 jurisdictions across the nation that have signed up
36 for this. This is the county committing to addressing
37 issues throughout the criminal justice system in a
38 very data driven way. So we won't be relying on
39 personal experience or anecdote. We will look at the
40 data very transparently and honestly and we will make
41 very purposeful decisions to improve any
42 inefficiencies in our system.

43 TOMMY DUNN: Appreciate your report,
44 Casey. Appreciate the fine work you're doing on that.

45 RUSTY BURNS: Mr. Chairman.

46 TOMMY DUNN: Yes, sir.

47 RUSTY BURNS: You might note that the
48 Stepping Up Initiative is a resolution which everyone
49 has in their packets and we would request approval of
50 that.

1 GRACIE FLOYD: Request of what, now?
2 RUSTY BURNS: Request approval of the
3 Stepping Up Initiative.
4 TOMMY DUNN: We have a motion to move
5 that?
6 CRAIG WOOTEN: I make a motion to move
7 that forward.
8 TOMMY DUNN: Mr. Wooten. Second Ms.
9 Wilson. Any discussion? All in favor of the motion
10 show hands.
11 GRACIE FLOYD: Wait a minute. Hold it.
12 Wait. Wait. Wait. You're asking us to sign
13 something tonight that we ---
14 RUSTY BURNS: Everybody had it in their
15 Council packet.
16 TOMMY DUNN: It's in the packet.
17 GRACIE FLOYD: I have it. I know that.
18 But what -- the thing is that what's it about -- you
19 know Mr. Burns, we just need more information. We
20 come to these meetings and we don't get all the news
21 or whatever and then we're asked to sign things that
22 we don't know what it is. I know she said Stepping
23 Up. She did tell me she -- she sent me a message but
24 she sent it to the wrong place. I didn't get to the
25 meeting. And I'm just supposed to just go ahead and
26 sign this now for what?
27 RUSTY BURNS: I'll be happy to read it.
28 GRACIE FLOYD: No, I can read it myself.
29 I'm pretty good at it, too. But the thing is, why am
30 I doing this? What is it going to be? Why is this
31 necessary? Why must I sign it?
32 MS. CASEY: So the Stepping Up
33 Initiative acknowledges that currently nationwide
34 there are over two hundred million individuals in our
35 detention centers, jails and prisons with mental
36 illness, sometimes with co-occurring substance use
37 disorders. And really making sure that we are
38 focusing on providing the appropriate services to
39 these individuals. Being in the detention center does
40 not break that cycle nor provide them with the needed
41 services. So this is an acknowledgment that we as a
42 county will focus on ensuring that these individuals
43 receive the attention and the treatment that they need
44 versus just repeating through the system itself.
45 GRACIE FLOYD: Okay. So that part that
46 says therefore be it resolved. Would you do that for
47 me, please. That's the crux of what we're signing
48 here. Therefore be it resolved, Anderson County
49 hereby signs on to the call to action to safely reduce
50 the number of individuals in our county council

1 (verbatim) jail with mental illness and commits to
2 sharing lessons learned with others throughout the
3 state. Use of data driven decisions across multiple
4 agencies will drive innovative strategies to ensure
5 high level of care of mental illness and other ????.
6 And this has to be signed tonight?
7 RUSTY BURNS: It would be helpful for us
8 to be part of this initiative because primarily what
9 it is is an information sharing process and criminal
10 justice coordinating committee, one of the things
11 they're looking at very seriously is the number of
12 mentally challenged people who are in our jail system.
13 And are there alternatives such as a mental health
14 court and other things. All of these were discussed
15 yesterday in the meeting. Mr. Allen, you were
16 probably a better spokesperson for what happened than
17 I am.
18 GRACIE FLOYD: Well, I wasn't at the
19 meeting yesterday. They sent it to the wrong place.
20 I didn't have it. But after I have read it, I don't
21 have a problem signing it. And I thank you.
22 TOMMY DUNN: All in favor of the motion
23 show of hands.
24 GRACIE FLOYD: Where's the one that we
25 have to sign?
26 TOMMY DUNN: You in favor, Tom?
27 TOM ALLEN: Oh, yeah.
28 TOMMY DUNN: It'll be like any other
29 thing we get. It will come through the Clerk to Court,
30 come through to sign.
31 Does anyone have any appointments for tonight
32 that's not on the list somehow or another, fell
33 through the cracks? Hearing none, we'll go by
34 request. Mr. Allen.
35 TOM ALLEN: Yes, Mr. Chair. I don't
36 have anything out of my recreation account but I have
37 talked to Roads and Bridges people and I've had a
38 request from the Townville Fire Department to re-pave
39 their parking lot out there. Patch and seal it and
40 re-stripe it. And I've talked with Mr. Hopkins and
41 I'd like to move ten thousand dollars out of my paving
42 account for the Townville Fire Department so that that
43 project can be completed out there.
44 TOMMY DUNN: Have a motion Mr. Allen.
45 Need a second. Second Ms. Wilson. Any discussion?
46 All in favor of Mr. Allen's motion show of hands. All
47 opposed. Show the motion carries. Anything else?
48 TOM ALLEN: That's all, Mr. Chair.
49 TOMMY DUNN: Ms. Floyd.
50 GRACIE FLOYD: Yes, to the Anderson Jet

1 Track Club. They didn't put District 2 here. They
2 have 3 and 7. I would like to allocate a thousand
3 dollars. Also, I'd like to do it all at one time.
4 Okay? To Broadway, the Family Group of Broadway Lake
5 having their yearly ??? show and everything else, I
6 would allocate from District 2's account fifteen
7 hundred dollars for that. Okay. From the -- from
8 District 2's account I also have three more -- two I'm
9 going to have to wait. The third one is the
10 organization that have the Greek Festival. I'd like
11 to --- they have written and asked for support and I
12 would like to allocate a thousand dollars for that
13 Greek festival. All of these come under the heads of
14 recreation. I will come back with the dog thing and
15 some money for recreational activities for the blind
16 at the next meeting. I put that in the form of a
17 motion.

18 CINDY WILSON: Second.

19 TOMMY DUNN: Have a motion Ms. Floyd,
20 second Ms. Wilson. Any discussion? All in favor of
21 the motion show of hands. All opposed like sign.
22 Show the motion carries unanimously. Mr. Wooten.

23 CRAIG WOOTEN: Yes, I'd like to allocate
24 fifteen hundred dollars to the Upstate Chapter of the
25 American Red Cross. This is for their yearly tennis
26 tournament at Cardinal Racquet Club that's in District
27 1. Proceeds go to Red Cross charities. I put that in
28 the form of a motion.

29 CINDY WILSON: Second.

30 TOMMY DUNN: Motion Mr. Wooten, second
31 Ms. Wilson. Any discussion? All in favor of the
32 motion show of hands. Show the motion carries
33 unanimously. Any thing else, Mr. Wooten?

34 CRAIG WOOTEN: That's all.

35 TOMMY DUNN: Ms. Wilson.

36 CINDY WILSON: Thank you, Mr. Chairman.

37 From District 7's recreation account, please
38 appropriate five thousand dollars for the Honea Path
39 fire and EMS personal protective equipment need, and
40 also three hundred dollars to the Anderson Jet Track
41 Club. That's in the form of a motion.

42 TOMMY DUNN: Have a motion Ms. Wilson,
43 have a second?

44 TOM ALLEN: Second.

45 TOMMY DUNN: Second Mr. Allen. Any
46 discussion? All in favor of the motion show of hands.
47 All opposed like sign. Show the motion carries
48 unanimously.

49 Moving on Number 18, Administrator's Report.

50 RUSTY BURNS: Nothing at this time. Mr.

1 Chairman.
2 TOMMY DUNN: Moving on number 19.
3 Citizen comments. Mr. Harmon you call the name.
4 Please address the Chair, you got three minutes.
5 LEON HARMON: Mr. Chairman, we have one
6 citizen signed up. Frank Pressly.
7 FRANK PRESSLY: Last week I brought a
8 matter to the attention of the Council regarding the
9 pawn industry in this county. And I have since then
10 sent an email to each and every one of you, Mr.
11 Harmon, and Mr. Burns, that details a copy of the pawn
12 statement from the back of a pawn ticket that shows
13 the language that allows them to charge the exorbitant
14 rate that they charge our senior citizens. I hope
15 that all of y'all will get behind this and that we can
16 make a change in the local ordinance so that our
17 senior citizens are not taken advantage of in this
18 fashion. Thank you.
19 TOMMY DUNN: Mr. Harmon.
20 LEON HARMON: No one else is signed up.
21 TOMMY DUNN: Moving on, Remarks from
22 Council members. Mr. Allen.
23 TOM ALLEN: I have none at this time.
24 TOMMY DUNN: Ms. Floyd.
25 GRACIE FLOYD: I have some. Okay. You
26 know, when I get up here to do the best that I can, I
27 have the feeling that some folks get upset by my
28 questioning. Yeah. You'll going to have to
29 understand something. I'm here to represent twenty-
30 two thousand people in Anderson County. And they
31 voted for me to come up here to ask questions. They
32 realize that I have a voice. That I can talk and that
33 I will. So when you get upset because I ask a lot of
34 questions, kind of like, just think about it. I'm not
35 caring about you or how you feel. I'm worried about
36 my people, the black, the white and the blue people
37 that I represent and what they need to know.
38 Sometimes when I ask the questions, I know the answers
39 but it's not clear. And if it's not clear to me, then
40 it can't be clear to you, either. And when I ask them
41 to please explain something, I'm doing that more for
42 you, for the people that are watching on TV and the
43 people out there than I am for myself. Because if you
44 come here day in and day out, if you're watching this
45 and you don't understand what we're talking about up
46 here then why are you here? And why are you a county
47 taxpaying person if they don't fix it so you can
48 understand what is going on. What we're trying to
49 say. So when I ask the question, don't get mad at me
50 because I'm smart. Just help me explain it to the

1 people what I'm talking about because I will ask
2 questions. And I surely thank you for listening.

3 TOMMY DUNN: Mr. Wooten.

4 CRAIG WOOTEN: I just wanted to say
5 there's a great event this past week at the Anderson
6 Library. I took my son to Comicon. He enjoys art and
7 it's amazing to me ??? and everything whether it be
8 sports programing, ??? and entertaining programing,
9 these are the kinds of things that bring a good amount
10 of people out in the community. I think it's a good
11 thing for the community and it was well done by the
12 library. That's all, sir.

13 TOMMY DUNN: Thank you. Ms. Wilson.

14 CINDY WILSON: Well, in addition to that,
15 you should have been at the Ginny Erwin Library down
16 in Honea Path last week. They have almost tripled the
17 children coming through for the school summer reading
18 program. That was exciting. And today we went down
19 to rename the Honea Path Free Clinic to the Bob and
20 Renee McCormick Free Clinic. Those are lovely people
21 who did a lot and continue to do a lot in our
22 community.

23 And I wanted to point out, I'm going to be trying
24 to schedule town hall meetings in my district dealing
25 with a number of issues, including the hospitality
26 referendum and so forth. I wanted to make sure we had
27 the written paperwork that I'd like to be able to hand
28 out so people will know what it can and can't be used
29 for and the actual questions. And we've got a lot of
30 things going on. It's especially nice to have such
31 good people. Thank you.

32 TOMMY DUNN: Thank you, Ms. Wilson.

33 Failed to mention at the start of the meeting, Mr.
34 Graham couldn't be here tonight. He's out of town.
35 And Mr. Waters is under the weather. So two out.

36 Want to thank fellow Council members for taking
37 time coming to the -- we said last Council meeting, I
38 said we'd probably have to have a meeting in between
39 to come to a Special Called meeting. Been taken care
40 of for the people of Anderson County. Also want to
41 thank Council members for, like tonight having a lot
42 to go over, but getting through it, because you've
43 done your homework before the meeting. And you go
44 through it and you get your information, you study it
45 and you ask questions when the time be it. We got
46 plenty of time and I do appreciate that.

47 Council meeting will be dismissed.

48

49 **(MEETING ADJOURNED AT 8:45 P.M.)**

50

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
AUGUST 21, 2018

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT

1 TOMMY DUNN: ... presentations part of
2 our Anderson County Council meeting of July -- I'm
3 sorry of August 21st -- to order. I'd like to welcome
4 each and every one here. Thank you all for coming.
5 At this time we're going to get on for meeting. Going
6 to start off with Resolution 2(a) 2018-040. Council
7 Craig Wooten. Craig.

8 CRAIG WOOTEN: Thank you, Mr. Chairman.
9 This is Resolution R2018-040. A Resolution to Honor
10 and Recognize MedShore Ambulance Services for their
11 Outstanding Dedication, Compassion and Commitment in
12 providing Public Service to the Citizens of Anderson
13 County; and Other Matters Related Thereto.

14 **Whereas**, Medshore Ambulance Service was founded in
15 1976, working continuously to provide medical
16 transport services for more than 40 years. The
17 mission of Medshore ambulance service is to provide
18 the highest quality of patient care that is cost
19 effective to the communities in which they serve.
20 Medshore is the largest privately owned ambulance
21 service in South Carolina serving more than 100,000
22 patients each year; and

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

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

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

45 **Whereas**, The Anderson County Council and the
46 citizens of Anderson County are pleased to honor and
47 recognize Medshore Ambulance Service. We are
48 appreciative of the exceptional standard of care you
49 provide to patients, your continuing efforts in
50 improving our systems of care and for improving the

1 quality of life for all citizens.
2 RESOLVED in a meeting duly assembled this 21st day
3 of August 2018.

4 And I put that in the form of a motion.

5 CINDY WILSON: Second.

6 TOMMY DUNN: Have a motion by Mr.
7 Wooten, second by Ms. Wilson. Any discussion? All in
8 favor of the motion show of hands. All opposed like
9 sign. Show the motion carries unanimously. Mr.
10 Wooten.

11 CRAIG WOOTEN: Do we have anybody?

12 TOMMY DUNN: I don't think -- is anybody
13 here from Medshore? I don't believe so. We'll make
14 sure they get this.

15 CRAIG WOOTEN: All right.

16 TOMMY DUNN: We'll move on to Item 2(b)
17 2018-045. Again, Councilman Wooten. Craig.

18 CRAIG WOOTEN: Thank you, Mr. Chairman.

19 TOMMY DUNN: Excuse me, Craig. I
20 believe. Y'all come on.

21 CRAIG WOOTEN: Here they are. If we could
22 all step up front.

23 **(PRESENTATION OF RESOLUTION TO MEDSHORE)**

24 TOMMY DUNN: Now we'll go back to 2(b)
25 2018-045. Councilman Wooten.

26 CRAIG WOOTEN: Thank you, Mr. Chairman.
27 Resolution 2018-045 A Resolution to Honor and
28 Recognize Grace Cromer for her Many Accomplishments,
29 and most recent Title as USA National Miss South
30 Carolina; and other matters Related Thereto;

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

35 **Whereas**, in 2013 Grace was named SC Young
36 Entrepreneur of the Year by then Governor Nikki Haley;
37 and

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

46 **Whereas**, Grace Cromer has been participating in
47 pageants since she was 14 years old. In June 2014,
48 Grace was crowned Miss Walterboro Teen 2014, receiving
49 this award for her 90 second Jazz dance performance to
50 80's and 90's retro mix and also receiving the award

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

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

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

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

29 Mr. Chairman, I'd like to put that in the form of
30 a motion.

31 TOMMY DUNN: We have a motion Mr.
32 Wooten, second Ms. Wilson. Any discussion?

33 CRAIG WOOTEN: I would like to add, this
34 is a young woman I've known for a couple of years. I
35 know her family. Ms. Wilson and I were joking before
36 the meeting started about how busy life can get. And
37 Ms. Cromer is, I don't know how she finds the time in
38 the day. But she has accomplished so much and it's so
39 exciting to see where she's going. I know she's going
40 to represent our county well. And this award is
41 really duly deserved.

42 TOMMY DUNN: Thank you, Mr. Wooten. She
43 is very special doing that and that's very special to
44 have -- people like her is what makes Anderson County
45 very special. We appreciate her. Mr. Waters.

46 KEN WATERS: I'd just like to add, too.
47 I think so much of her I jumped in the lake in
48 February for her one time.

49 TOMMY DUNN: All in favor of the motion
50 show of hands. All opposed like sign. Show the

1 motion carries unanimously.

2 **(PRESENTATION OF RESOLUTION)**

3 TOMMY DUNN: At this time we'll move on
4 to Item number 3. This will be a presentation for
5 recognition for the Workplace Principles Pilot
6 Program. Ms. Cox.

7 RUSTY BURNS: Mr. Chairman.

8 TOMMY DUNN: Yes, sir.

9 RUSTY BURNS: This is --- these are the
10 fruits of the labors that County Council -- when you
11 allocated that seed money for us to begin our program
12 at the Westside Community Center and these are our
13 graduates. And Terry and Laura worked diligently as
14 well as her Westside Community board. And with that,
15 I'm going to shut up. Laura and Terry who did all the
16 work will talk.

17 CINDY WILSON: May we also acknowledge Dr.
18 Bea Thompson with us tonight.

19 TOMMY DUNN: Yeah, I think that's what
20 Mr. Burns said. She worked very hard on this and we
21 appreciate it.

22 LAURA COX: Good evening. My name is
23 Laura Cox and I'm a member of the Anderson County
24 Economic Development team. Thank you for the
25 opportunity here tonight to recognize a collaborative
26 pilot program Workplace Principles. Anderson County
27 Economic Development in cooperation with the Anderson
28 County Workforce Development Collaborative recently
29 completed a pilot class call Workplace Principles.
30 This pilot class was held for three weeks at the
31 Westside Community Center in conjunction with Work
32 Experience placed at Vocational Rehabilitation's
33 Training Center and Anderson Interfaith Ministries.
34 Workplace Principles is based off of the curriculum
35 from Microburst Learnings Employability Program.
36 Employers require their workforce to demonstrate
37 employability soft skills. Based on over thirty years
38 of training and experience in the private sector,
39 Microburst Learning developed a certification for soft
40 skills through behavior change. This blended learning
41 approach includes interactive online lessons,
42 instructor-led activities in certification process,
43 concentrating on areas such as interpersonal skills,
44 conflict resolution, communication skills and other
45 foundational life skills. The following participants
46 have successfully completed the online and classroom
47 instruction and are currently being observed in their
48 workplace for behavior change in order to receive
49 their Workplace Principle credential. Savannah
50 Bryant. Kelsea Cowan. Barbara Martin. Denise

1 McCotrell Merritt. Ricky Patterson. Shervon Forshay.
2 Marietta Potts. (These names were spelled
3 phonetically).

4 TOMMY DUNN: Give all these a big hand
5 before we ...

6 (APPLAUSE)

7 LAURA COX: We did have twelve
8 participants in the program, so we do have some that
9 are not with us tonight that we would like to
10 recognize. One is Desiree DeShazor, Donna Dodgens,
11 Chris Elrod, Nick Kanarena and Chris Chapman. (These
12 names were spelled phonetically.)

13 Upon completion of the classroom and online
14 instruction so far four individuals have obtained
15 employment. One participant has been accepted into a
16 year-long speciality computer training course after
17 completing an intense interview process.

18 As we mentioned, this was a collaborative effort
19 so at this time, I'd like to recognize several
20 Workforce partners for all their efforts. The
21 Westside Community Center for hosting our group.
22 Anderson School District 5 for assistance with both
23 computers and classroom setup. Anderson School
24 District 3, 4, and 5 Adult Education and United Way
25 for assistance with facilitator training. The South
26 Carolina Department of Commerce and Anderson 1 and 2
27 Career Centers for allowing their staff to teach the
28 course. Anderson Interfaith Ministries for assistance
29 in helping with work experience. Besto's for
30 providing speciality discount pricing for meals each
31 day. Electritex and St. John's United Methodist
32 Church for assistance with providing interview attire
33 for each participant. Anderson, Oconee, Pickens
34 County Mental Health for allowing their participants
35 to take part in the pilot. As well as Anderson
36 Vocational Rehabilitation for both their time and
37 efforts and allowing participants to take part.

38 In particular we'd like to recognize a couple
39 individual staff members. Lisa Gillespie with
40 Anderson Area Vocational Rehabilitation. She is the
41 Center director. Debbie Cable who is a Vocational
42 Rehabilitation and mental health job coach. Linda
43 Russell who is the Vocational Rehabilitation job
44 preparedness coach. And Renee Murdoch who is the
45 business development representative for Vocation
46 Rehabilitation. She could not be here with us tonight
47 but we thank her for all of her time.

48 We'd also like to extend a recognition to
49 Cleervette Leslie with United Way for all of her
50 assistance with the program as well. Christy, we

1 mentioned you earlier. I didn't, sorry. ?? provided
2 worksite on-the-job work experience as well as
3 vocational Rehabilitation Work Center were allowed to
4 ????. But we want to thank this group. These
5 participants have just really learned a lot and taught
6 us a lot. So once again, let's give you another hand.

7 (APPLAUSE)

8 TOMMY DUNN: Again, I want to thank who
9 all was involved in this, especially participants, but
10 the ones that helped put this together and see this
11 through. Hope we have many more classes come through.
12 This is a big part of this, when Mr. Burns
13 Administrator told me about this several, several,
14 several months ago, I thought it was an outstanding
15 idea. Glad to see it pulled off. Mr. Burns is there,
16 a big hand for helping to put this together, too.
17 Let's give him a big hand.

18 (APPLAUSE)

19 TOMMY DUNN: And the staff and all what
20 they done and we appreciate it. And this again, what
21 I alluded to earlier, this is what makes Anderson
22 County special, the people. I'm so proud and so glad
23 to be able to see this come to life. And like I said,
24 I hope this gets bigger and bigger. Just goes to show
25 you what you can accomplish when a group of people on
26 the same goals work together to achieve them. We
27 appreciate it. Mr. Burns.

28 RUSTY BURNS: This Workforce
29 Collaborative that you see here in Anderson County
30 does not exist anywhere else in the state. And all of
31 these people working unselfishly to make this happen.
32 We thank them. And again, thank Laura and Terry for
33 all of their hard work.

34 TOMMY DUNN: Appreciate everybody what's
35 done. That will conclude this part of our meeting.
36 We'll reconvene at 6:30 for regular Council meeting.
37 Thank y'all for coming.

38

39

(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:22 P.M.)

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL

COUNTY COUNCIL MEETING

AUGUST 21, 2018

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT

1 TOMMY DUNN: At this time I'd like to
2 call the August 21, 2018 Regular County Council
3 meeting to order. Welcome each and every one of you
4 here. At this time I'd like to ask Councilman Allen
5 if he'd lead us in Invocation and Pledge of
6 Allegiance. If we'd all rise, please.

7 **(INVOCATION AND PLEDGE OF ALLEGIANCE BY TOM ALLEN)**

8 TOMMY DUNN: At this time are there any
9 corrections to be made to the minutes of August the
10 7th, 2018? Not been received. I'm sorry. Thank you,
11 Tom. We'll not be approving them. We're move on
12 there. Thank you, Mr. Allen.

13 Moving on to Citizens Comments. As Mr. Harmon
14 calls your name, you have three minutes and this will
15 be -- state your name and district, address the Chair,
16 please. And this is matters on the agenda, please.
17 Mr. Harmon.

18 LEON HARMON: Mr. Chairman, first speaker
19 is Lee Cole.

20 LEE COLE: Mr. Chairman, members of
21 Council, my name is Lee Cole. I live in County
22 Council District 7. I'm here tonight representing
23 Nekos Patel and his family and wanted to speak to the
24 Council in reference to agenda item 7(a). This is a
25 first reading on an ordinance to rezone a parcel that
26 my clients own from C-2 (Highway Commercial) to R-MHP
27 (Manufactured Home Park). That's on Beaverdam Road in
28 Williamston outside the city limits in an
29 unincorporated area of Williamston. This -- staff is
30 recommending that Council accept this. Planning
31 Commission has voted for Council not to accept this.
32 It's our understanding from looking back at the
33 minutes of that meeting that there was one resident
34 that appeared and was opposed to this. We have looked
35 and that resident lived approximately a mile away from
36 this location, so it wasn't a next door neighbor.

37 This location is -- my clients currently own a
38 convenience store at that -- at the same address, 1113
39 Beaverdam Road. There's a lot behind their
40 convenience store that they're asking be turned into
41 -- be designated mobile home. To the -- on one side
42 of the property there's already another mobile home --
43 there's two mobile home parks. My client owns one,
44 another party owns the other. On the other of the
45 property there are mobile homes, it is a mobile home,
46 I'd say like a -- they're mobile homes but not in a
47 mobile home park. So the road that goes down that
48 side of the property now, you see those mobile homes,
49 would not be able to see over into the mobile home
50 park. And then the back of the property is on Highway

1 29. There are trees there now and we would -- my
2 client is willing, if the Council would vote to make
3 this change, my client would be willing to accept the
4 stipulation that there be a barrier of trees around
5 the entire property. Front of it already is not going
6 to be visible from the road because of his store on
7 Beaverdam Road. The side of it, there's another
8 mobile home park on the other side, but he's still
9 willing to put the barrier of trees on that side. And
10 of course, the barrier of trees on the back, Highway
11 29.

12 So we would ask that the Council consider
13 accepting this change, due to the neighborhood being
14 -- there being a lot of mobile homes in the area. And
15 my client feels that at this point that's the best use
16 he can make of his property because that's what's all
17 around him. So I appreciate the Council's
18 consideration.

19 TOMMY DUNN: Thank you.

20 LEON HARMON: No one else is signed up,
21 Mr. Chairman.

22 TOMMY DUNN: Thank you, Mr. Harmon.

23 Moving on to Item number 5(a) Ordinance third
24 reading, an ordinance authorizing the amendment of
25 Anderson County Ordinance 2014-040 and the documents
26 authorized thereby, in certain limited regards and
27 particulars. At this time I'd like to ask Mr. Nelson
28 if he would just -- this is going to be a public
29 hearing, but before anybody might want to talk to
30 this, if you just might want to hit the particulars on
31 this, Mr. Nelson, please.

32 BURRISS NELSON: Thank you, Mr. Chairman. I
33 appreciate that. This company is Fox Farms, has been
34 in Anderson County for approximately three years.
35 They compost -- make compost products of tree bark and
36 a number of other things, and actually produce an
37 organic fertilizer and have sales. But they supply
38 basically nurseries around the country as well as
39 locally.

40 This company, their corporate name is United
41 Compost and Organics, Incorporated. When we
42 originally put the project together we didn't have
43 that name from their attorneys when they put the
44 project together. Legally, by DOR, and DOR's made the
45 request, that we change the name to United Compost and
46 Organics, Incorporated doing business as Fox Farms.
47 And this is really to straighten out the request from
48 the Department of Revenue.

49 TOMMY DUNN: Thank you, Mr. Nelson.

50 Appreciate it. Want a public hearing. Anyone wishing

1 to speak to this matter, please step forward and state
2 your name and district and address the Chair, please.
3 Anyone at all? Hearing and seeing none, public
4 hearing will be closed. We have a motion to move this
5 forward?

6 KEN WATERS: So moved.
7 TOMMY DUNN: Motion Mr. Waters, second
8 Ms. Wilson. Are there any discussion? Hearing none,
9 all in favor of the motion show of hands. All opposed
10 like sign. Show the motion carries unanimously.

11 Now we're moving on to Item number 5(b) 2018-025
12 an ordinance authorizing the sale of certain property
13 in the Clemson Research Park pursuant to a lease
14 agreement between Anderson County, South Carolina and
15 Anderson County Development Partnership. This is the
16 property that's Innovate Anderson, got a buyer for it.
17 Back years ago it was in our name so we've got to
18 release this so they can sell it. At this time we'll
19 be going into a public hearing. Anyone wishing to
20 speak to this, please, again state your name, district
21 and address the Chair, please. Anyone at all wish to
22 speak to this? Public hearing. Seeing and hearing
23 none, public hearing will be closed. We have a motion
24 to move this forward?

25 KEN WATERS: So moved.
26 CINDY WILSON: Second.
27 TOMMY DUNN: Motion Mr. Waters. Second
28 Ms. Wilson. Now are there any discussion? Seeing and
29 hearing none, all in favor of the motion show of
30 hands. All opposed like sign. Show the motion
31 carries unanimously.

32 We're going to move on now to Item number 5(c)
33 2018-030. Councilman Graham. Mr. Graham.

34 RAY GRAHAM: Thank you, Mr. Chairman.
35 This is in reference to Ordinance 2018-030, the
36 ordinance ordering a referendum to determine whether
37 the South Carolina Department of Revenue may issue
38 temporary permits to allow for the possession, sale
39 and consumption of alcoholic liquors by the drink to
40 bonafide nonprofit organization and business
41 establishments authorized to be licensed for
42 consumption-on-premises sale to allow the sale of beer
43 and wine at permitted premises locations without
44 regard to the days or hours of sales.

45 Mr. Chairman, I bring this forth of a motion that
46 we move this forward on the third reading.

47 TOMMY DUNN: Before we do that, we're
48 going to have a public hearing. Anyone wishing to
49 speak to this now, step forward, address the Chair,
50 state your name and district. Anyone at all? Hearing

1 and seeing none, public hearing will be closed. Mr.
2 Graham makes the motion. We have a second?
3 TOM ALLEN: Second.
4 TOMMY DUNN: Second Mr. Allen. Any
5 discussion?
6 CINDY WILSON: May I?
7 TOMMY DUNN: Ms. Wilson.
8 CINDY WILSON: I agree with Mr. Allen from
9 a previous discussion that the referendum question as
10 it would appear on the ballot fails to mention Sunday
11 liquor sales. And I would hope that we could at least
12 make some kind of a clarifying statement on the
13 referendum question in addition to.
14 TOMMY DUNN: Mr. Harmon.
15 LEON HARMON: Ms. Wilson, the statue
16 itself states what the question must be and that's
17 what I have put in the ordinance. But you are
18 correct. We can prepare a statement that will explain
19 to the voters what each one of these questions has
20 reference to. And I will be putting that together
21 shortly.
22 CINDY WILSON: Thank you.
23 TOMMY DUNN: Anybody else? All in favor
24 of the motion show of hands. All opposed like sign.
25 Show the motion carries.
26 Moving on to Item number 6(a) Second reading.
27 2018-027 an ordinance authorizing the execution of a
28 lease purchase agreement in an amount not exceeding
29 \$5,400,000 relating to the leasing and purchasing of
30 certain vehicles, equipment and personal property, the
31 execution of necessary documents and closing papers.
32 This is something we went over during the budget time
33 and entered and put in our budget. This is now just
34 Ms. Wilson and Finance Department and staff is putting
35 this together to put the wheels in motion to make this
36 happen. We have a motion to move this forward?
37 CINDY WILSON: We had a -- shall I give
38 the report from the ---
39 TOMMY DUNN: Yes, ma'am.
40 CINDY WILSON: The item in question here,
41 which is 7(b), Ordinance 2018-31 first reading, a
42 third supplemental budget ordinance providing for the
43 issuance and sale of a special source revenue bond not
44 to exceed two point eight million for the expansion of
45 the Starr landfill construction and demolition and
46 C&D. And land clearing debris sales LCD. The current
47 site for LCD has approximately four and a half years
48 remaining. The plan is to convert the LCD site into a
49 construction demolition sale allowing for
50 approximately twelve and a half years to pass before

1 LCD. The C&D, which is the construction demolition
2 sale, would then have approximately forty-two and a
3 half years remaining capacity. In addition to that
4 improvement, which is very much needed, the new bailer
5 for the recycling at the MRF was estimated to cost
6 three point -- excuse me, three hundred and seventy-
7 five thousand dollars. The old bailer is worn out.
8 We're holding off acquisition of a grinder pending
9 further study. The Planning and Public Works
10 Committee voted unanimously to recommend to the full
11 Council to approve the Special Source Revenue bond.
12 TOMMY DUNN: We have a motion to move
13 it? Did we get a motion?
14 TOM ALLEN: Put it in the form of a
15 motion.
16 TOMMY DUNN: Okay. Need a second.
17 CINDY WILSON: Did we need a second, with
18 the Planning and Public Works committee ---
19 TOMMY DUNN: Coming from -- let's make
20 it official coming to us since it's been a while since
21 it come through that thing but y'all did come through
22 this thing. We have a second?
23 RAY GRAHAM: I'll second that.
24 TOMMY DUNN: Okay. Mr. Graham seconds
25 it.
26 LEON HARMON: Mr. Chairman.
27 TOMMY DUNN: Yeah.
28 LEON HARMON: I think we're off track
29 here a bit. I think you're on 6(a).
30 TOMMY DUNN: Yeah.
31 LEON HARMON: And that is about the lease
32 purchase for vehicles. 7(b) is the ordinance that Ms.
33 Wilson was discussing.
34 TOMMY DUNN: Okay. Thank you. I know
35 we're on 6(a) and that's what ---
36 CINDY WILSON: I'm sorry.
37 TOMMY DUNN: --- we got a motion and
38 second for. Now, are there any discussion? This was
39 about the vehicle stuff, the Sheriff's vehicles and
40 other vehicles for the thing. All in favor of the
41 motion show of hands. All opposed like sign. Show
42 the motion carries unanimously.
43 Now we'll move to 6(b) 2018-028 an ordinance
44 authorizing the addition of Baituck, LLC as a sponsor
45 affiliate to that certain fee agreement, dated as of
46 December 1, 2012 between Anderson County, South
47 Carolina and Sargent Metal Fabricators. We have a
48 motion to move this forward?
49 TOM ALLEN: So moved.
50 CINDY WILSON: Second.

1 TOMMY DUNN: Motion Mr. Allen and second
2 Ms. Wilson. Are there any discussion? All in favor
3 of the motion show of hands. All opposed like sign.
4 Show the motion carries.

5 Moving on to 6(c) 2018-032 an ordinance to return
6 real property located on Pearman Dairy Road (TMS No
7 095-00-09-012) to Atlanta Baking Company which was
8 deeded to Anderson County by Atlanta Baking Company,
9 Inc. on September 21, 1981 to facilitate an industrial
10 development Revenue Bond Project. If y'all remember
11 this is -- Mr. Nelson told us last time. It's just
12 paperwork clearing up, done went back when before Fee
13 in Lieu of and had -- way it had to be done with our
14 name on it -- we're just giving -- they're selling
15 that property. Just want to get it back clear title
16 and get our name off of it. We have a motion to move
17 this forward?

18 KEN WATERS: So moved.

19 TOMMY DUNN: Motion Mr. Waters, second
20 Ms. Wilson. Are there any discussion? Hearing and
21 seeing none, all in favor of the motion show of hands.
22 All opposed like sign. Show the motion carries
23 unanimously.

24 Moving on now to Item number 6(d) 2018-034 an
25 ordinance authorizing the extension of the term under
26 that certain lease agreement by and between Anderson
27 County, South Carolina and BMW Manufacturing Co. LLC
28 dated as of September 1, 1998, the amendment of such
29 lease agreement to reflect such extension. We have a
30 motion to move this forward?

31 TOM ALLEN: So moved.

32 KEN WATERS: Second.

33 TOMMY DUNN: Motion Mr. Allen. Second
34 by Ms. Wilson. Are there any discussion? All in
35 favor of the motion show of hands. All opposed like
36 sign. Show the motion carries unanimously.

37 Now we'll be moving on to Item number 7(a) 2018-
38 023 an ordinance amending the Zoning Map to rezone +/-
39 2.5 acres from C-2 (Highway Commercial) to R-MHP
40 (Manufactured Home Park) at 1113 Beaverdam Road. Dr.
41 Parkey, you want to ...

42 JEFF PARKEY: Thank you, Mr. Chair. Yes,
43 the request is to rezone said property from C-2
44 (Highway Commercial) to R-MHP (residential mobile home
45 park district). The applicant is making the request to
46 be able to put mobile homes on the property. Staff
47 recommended approval. The Zoning Advisory Group could
48 not make a quorum so they did not meet their June 6th
49 meeting. Comes forward from them technically as an
50 approval. Planning Commission recommended denial in

1 their June 12th meeting.
2 TOMMY DUNN: Thank you. Any questions
3 for Dr. Parkey? Comments.
4 TOM ALLEN: Yeah.
5 TOMMY DUNN: Mr. Allen.
6 TOM ALLEN: Just very quickly. Why did
7 they disapprove? What was the reasons for
8 disapproval? Do you know, Mr. Parkey?
9 JEFF PARKEY: They indicated the Planning
10 Commission Chair indicated on documents, public
11 concern was raised.
12 TOMMY DUNN: Anyone else for Dr. Parkey?
13 We have a motion?
14 CINDY WILSON: Mr. Chairman.
15 TOMMY DUNN: Ms. Wilson.
16 CINDY WILSON: May I make the motion that
17 we deny this request and I'll explain once we have a
18 second.
19 TOMMY DUNN: We have a motion from Ms.
20 Wilson to deny. We have a second?
21 KEN WATERS: Second.
22 TOMMY DUNN: Have a second by Mr. Water.
23 Now discussion. Ms. Wilson.
24 CINDY WILSON: There is a lot of major
25 road work that's going to be done right in that area,
26 taking out the Cherokee Road Bridge and raising it and
27 all the traffic improvements. And there's an effort
28 to remove, hopefully, the bridge at Beaverdam. That
29 would make that site a very, very important commercial
30 site and would hopefully bring the owners a great deal
31 -- a greater return. The people who I've talked with
32 in that area were very concerned about the lawlessness
33 over there. The mobile home park across the road has
34 had a Sheriff out there frequently. There have been
35 shootings over there. The mobile home subdivision
36 where the people actually own their homes, they have
37 been very concerned about those type issues.
38 So I respectfully ask that we deny and I pledge to
39 these people who own that property that we will do
40 what we can to make sure that they are well protected
41 and hopefully a new intersection there.
42 TOMMY DUNN: Have a motion and a second.
43 Any more discussion? We have more discussion from
44 anyone? Just like to add my thoughts on this is
45 sometimes I might not agree with things, but I've
46 always tried to err on the side of whoever's district
47 it's in. Hopefully they know more about their
48 district and will keep their eyes and ears to the
49 thing, what's going on in their district. Most of the
50 time that's the way I tend to be. Wanted to throw

1 that out there. Anyone else have anything?

2 CRAIG WOOTEN: With the denial, would they
3 be able to come back -- at what point could they come
4 back in the future, maybe, after some maybe
5 lawlessness concerns were addressed and maybe the
6 intersection was finished. Could they revisit at a
7 later date when some of these concerns were maybe
8 addressed?

9 TOMMY DUNN: Be a year, wouldn't it?
10 You have to wait a year for the same rezoning. They
11 could ask for a different rezoning tomorrow, but for
12 the same zoning, you have to wait a year. That's
13 anybody. Is that not correct, Dr. Parkey? Does that
14 answer your question? Ms. Wilson.

15 CINDY WILSON: Well, the good news is that
16 the current commercial designation is a very coveted
17 zoning. It's usually the opposite; we have people who
18 come to us wanting the commercial zoning, and it's
19 difficult to get the commercial zoning.

20 TOMMY DUNN: All in favor of Ms.
21 Wilson's motion for denial show of hands. All opposed
22 like sign. Show the motion carries unanimously.
23 Thank you, Ms. Wilson. Thank you, Dr. Parkey.

24 Moving on now Item 7(b) 2018-031 a third
25 supplemental ordinance providing for the issuance and
26 sale of Anderson County, South Carolina Solid Waste
27 System Revenue Bonds, Series 2018, in the Aggregate
28 Principal amount not exceeding \$2,800,000 fixing the
29 form and certain details of the bonds; authorizing the
30 Chairman of the County Council, the County
31 Administrator and the Finance Director to determine
32 certain matters relating to the bonds; providing
33 certain payment of the bonds and the disposition of
34 the proceeds thereof. This is what Ms. Wilson talked
35 about a little bit a few minutes earlier. And Ms.
36 Wilson, would you like to add anything to what you
37 said?

38 CINDY WILSON: I apologize for getting us
39 off track.

40 TOMMY DUNN: This does come from the
41 Finance Committee -- I mean from the Public Works
42 Committee, but I would just like for Ms. Wilson makes
43 the motion again, we have a second, just since it's
44 just been such a little bit of time. You second?
45 Second Mr. Allen. Now are there any discussion? All
46 in favor of the motion show of hands. All opposed
47 like sign. Show the motion carries unanimously.

48 Moving on to Item number 7(c) 2018-033 an
49 ordinance authorizing the execution of an
50 Infrastructure Credit Agreement among Anderson County,

1 South Carolina, the City of Anderson, South Carolina,
2 JB Ferguson Properties LLC and Estate Planning
3 Consultants, Inc. Mr. Burriss.

4 BURRISS NELSON: Mr. Chairman, thank you;
5 and members of Council. This project has to do with
6 the city had invited the county to collaborate with
7 them in an economic development effort on South Main
8 Street. A number of properties there that were in --
9 were not in use. And this is a redevelopment
10 opportunity of all of those building spaces. And in
11 that light, we have offered with the city an incentive
12 package that allows the property taxes to be reduced
13 during the period of time of the redevelopment and the
14 initial startup of office spaces, commercial
15 facilities of numerous kinds. And as I said, it's a
16 collaborative effort for some buildings that likely
17 would be empty and opportunities for things that would
18 not be desirable.

19 Appreciate Council's taking a look at this project
20 and giving favorable consideration to it.

21 TOMMY DUNN: We have a motion? Motion
22 Ms. Wilson. Have a second? Second Mr. Allen. Now
23 discussion or any questions for Mr. Burriss?

24 GRACIE FLOYD: Yes.

25 TOMMY DUNN: Ms. Floyd.

26 GRACIE FLOYD: Mr. Burriss, is this one --
27 I can't remember what this one was about. This was
28 not the hotel, is it?

29 BURRISS NELSON: That's right, it is not.

30 GRACIE FLOYD: It is the hotel.

31 BURRISS NELSON: No, no. It is not.

32 GRACIE FLOYD: It's not the hotel. Okay,
33 which one was it?

34 BURRISS NELSON: The next -- this is the one
35 where there were some basically dilapidated properties
36 that are directly across Main Street from city hall.
37 And those properties are being redeveloped, going in
38 and cleaning them up. Putting in new utilities,
39 getting them prepared and ready for occupancy for a
40 number of commercial-type businesses. And it is, as I
41 said, a collaborative effort with the city. They
42 asked us to participate in this project with them. It
43 will at some point in time in the future create a
44 productive, tax-producing property.

45 GRACIE FLOYD: But what you're talking
46 about now is the execution of an infrastructure credit
47 agreement.

48 BURRISS NELSON: Yes, ma'am.

49 GRACIE FLOYD: Okay. And the credit
50 agreement will be the money that's going to be needed

1 to either improve that property or to tear it down, am
2 I correct?

3 BURRISS NELSON: Well, the infrastructure
4 credit agreement merely reduces the amount of the
5 property tax liability so that the investor will be
6 able to spend all the money toward redevelopment of
7 the property and reconditioning the property.
8 It reduces the taxes.

9 GRACIE FLOYD: So the investor won't have
10 to pay any taxes on it because they're going to put
11 the money in fixing it up so they can make money off
12 it, right?

13 BURRISS NELSON: It will reduce the property
14 tax.

15 GRACIE FLOYD: Yeah, it will reduce the
16 property taxes for us. Okay. All right. I put one
17 note down here, something about industrial revenue
18 bond. That's not the same thing there, is it?

19 BURRISS NELSON: No, ma'am.

20 GRACIE FLOYD: Okay. My notes got mixed
21 up. I thank you.

22 TOMMY DUNN: Any one else?

23 RAY GRAHAM: Mr. Chairman.

24 TOMMY DUNN: Mr. Graham.

25 RAY GRAHAM: This is a practice that
26 we've done in the past, enticing the growth and
27 basically investment for our area.

28 BURRISS NELSON: Certainly very similar to
29 using multi-county park agreement, infrastructure
30 credit agreement with that multi-county park is the
31 basis for that. And basically just reduces the
32 property tax and gives, in this case, the owner a
33 chance to redevelop the property and get it up and
34 running. It will be a revalued and be a more
35 expensive property and will have a higher tax value
36 when it's completed.

37 RAY GRAHAM: But with them doing the
38 work and moving forward on these plans, not only is it
39 going to increase the value of his property and
40 eventually increase the tax burden to him that's going
41 to be paid to the county and city on that property,
42 it's also going to increase the value of the
43 properties that adjoins that area, which is going to
44 continue the growth in downtown.

45 BURRISS NELSON: Certainly.

46 RAY GRAHAM: Thank you, Mr. Nelson.

47 GRACIE FLOYD: Mr. Chair.

48 TOMMY DUNN: Ms. Floyd.

49 GRACIE FLOYD: But let me point out,
50 Council members, that the infrastructure credit

1 agreement that we already have is for industrial
2 parks, am I correct, Mr. -- we're going to use the
3 same agreements that the industrial parks have. Isn't
4 this the one?

5 BURRISS NELSON: Multi-county park
6 agreement.

7 GRACIE FLOYD: Multi-county industrial
8 park agreement. We're going to use that one in order
9 to get this one done. It's not -- and Mr. -- please
10 explain that Industrial Revenue Bond. Why is that
11 still in my mind? Where was that one discussed?

12 BURRISS NELSON: We talked about the
13 Industrial Revenue Bond with Atlantic Bread property
14 over on 28 By-pass. And basically the county acts as
15 a pass-through ---

16 GRACIE FLOYD: Well, I know that.

17 BURRISS NELSON: --- with that one. And as
18 well, we were talking about the bond that's above this
19 one, which doesn't have -- it's not an industrial
20 revenue bond, but is a financing agreement for our
21 solid waste program, using DHEC funds.

22 GRACIE FLOYD: Okay. All right. But the
23 thing is, the same agreement that we use for
24 industrial parks throughout Anderson County, we're
25 using that to -- as an execution of the infrastructure
26 credit agreement that's going to go downtown on Main
27 Street. Right? Got to be aware of that. Okay.
28 Thank you.

29 CINDY WILSON: Mr. Chairman, may I?

30 TOMMY DUNN: Ms. Wilson.

31 CINDY WILSON: I used to have a lot of
32 trouble with considering these issues, but a lot has
33 changed. But it's most important to note that on the
34 second draft, the last statement in that paragraph it
35 says, talking about the county being authorized by
36 that to grant credits against the fee payments to
37 assist the company located in the multi-county
38 industrial park and it goes on. But the last, most
39 important clause is it states improved or unimproved
40 real estate property -- excuse me -- real estate and
41 personal property used in the operation of a
42 commercial or manufacturing enterprise located in the
43 multi-county industrial park to enhance the economic
44 development of the county. So we're covered in that
45 regard.

46 And there's another thing that I learned recently
47 that should help us a great deal. Mr. Burns informed
48 us recently that the I guess it's the TIF or Tax
49 Increment Financing expires in 2021.

50 RUSTY BURNS: Yes, ma'am.

1 CINDY WILSON: Which would be right ahead
2 of this project and probably the hotel project being
3 on the tax roll.

4 RUSTY BURNS: Mr. Chairman, if I might.

5 TOMMY DUNN: Yes, sir.

6 RUSTY BURNS: We have received no taxes
7 on this property because it's in the tax increment
8 financing district. The county allocated its portion
9 of the taxes before to build the parking garage. That
10 expires in '21. Just to add for the next project, we
11 receive no taxes on that because (a) it's owned by the
12 city and (b) it's also in the tax increment financing
13 district. So these two things, we are not giving away
14 anything because we don't have anything. And this
15 will allow us to receive income in the future from
16 these developments.

17 TOMMY DUNN: But this is more about not
18 -- the city cannot do these kinds of things without
19 the county doing it.

20 RUSTY BURNS: Cannot.

21 TOMMY DUNN: And the other thing is,
22 keep in mind, we do a lot of things I'm not very happy
23 with, we already do things as far as helping companies
24 with infrastructure agreements like First Quality,
25 Arthrex and all them. But does me very good when you
26 can help a local businessman from town here for him to
27 be able to put forth -- that's what you always hear,
28 well, we're doing something for the small businessman.
29 And not really costing us nothing, just helping them
30 out, going to make, like I said, it's simple thing
31 because the city can't do this by themselves because
32 of state law. Anything else? All in favor of the
33 motion show of hands. All opposed like sign. Show
34 the motion carries Mr. Waters, Mr. Allen, Mr. Dunn,
35 Mr. Graham, Mr. Wooten, and Ms. Wilson in favor. Ms.
36 Floyd opposes. Thank you, Mr. Nelson.

37 BURRISS NELSON: Thank you.

38 TOMMY DUNN: Moving on now to Item
39 number -- we're on 7(d), right? 7(d) 2018-037 an
40 ordinance authorizing the execution of an
41 Infrastructure Credit Agreement among Anderson County,
42 Project Accommodation, and the City of Anderson. Mr.
43 Nelson.

44 BURRISS NELSON: Yes, sir. This is another
45 collaborative project with the city. Also, still in
46 the TIF district. And that development opportunity
47 will provide income for us. The completion dates for
48 the projects are about the same as the end of the TIF.
49 So it's another opportunity for tax income that the
50 county hasn't had for fifteen years. How long was the

1 TIF? Twenty? Anyhow, we funded the parking deck. So
2 this will bring about a development where the county
3 will actually receive tax fund. Otherwise, that
4 property now is non-taxable or is within the city's
5 ownership and is exempt from property tax altogether.
6 So this will become a tax generating facility and
7 development.
8 TOMMY DUNN: Thank you. We have a
9 motion to move this forward?
10 KEN WATERS: So moved.
11 TOMMY DUNN: Motion Mr. Waters. Second
12 Mr. Allen. Now discussion?
13 GRACIE FLOYD: Please.
14 TOMMY DUNN: Ms. Floyd.
15 GRACIE FLOYD: Mr. Burriss, would you -- I
16 intended to ask you this today and it slipped my mind.
17 Could you please explain the difference between 33 and
18 37? It almost has the same language.
19 RUSTY BURNS: The language, Ms. Floyd, is
20 that is prescribed in state law so that's why we use
21 those terms. That's what -- the language that is
22 prescribed by the state that you use for these
23 endeavors.
24 GRACIE FLOYD: Mr. Burriss.
25 BURRISS NELSON: Yes, ma'am.
26 GRACIE FLOYD: Please, yeah.
27 BURRISS NELSON: Well, 33 is a description
28 using multi-county park language and some language in
29 another incentive package that the state has offered
30 in the past. And that breaks down those as individual
31 investment components over a period of time. And
32 that's why that language reads the way it does in 33
33 and not the way it does in 34 because -- or in 37 --
34 because that would be a lump sum capital investment
35 project.
36 GRACIE FLOYD: Okay. But it almost is the
37 same thing.
38 BURRISS NELSON: Yes, ma'am.
39 GRACIE FLOYD: Accommodations and the
40 city. Well, okay. But you see, I'm just plain old --
41 I'm just a plain old Joe. I'm a layman. I don't
42 understand all the big languages and stuff. And I
43 know you called me early so I wouldn't ask so many
44 question on the floor. But that's one of the
45 questions that I intended to ask and I just forgot to
46 do it today. But I still don't understand why it's
47 almost the same language. It's almost the same
48 language but it's for different things, right?
49 BURRISS NELSON: Well, slightly, yes, ma'am.
50 You're right. You're correct.

1 GRACIE FLOYD: Okay.

2 TOMMY DUNN: Anyone else? All in favor
3 of the motion show of hands. All opposed like sign.
4 Show the motion carries Mr. Waters, Mr. Allen, Mr.
5 Dunn, Mr. Graham, Mr. Wooten and Ms. Wilson in favor.
6 Ms. Floyd opposes.

7 Now we're moving on to Item number 7(e) 2018-038
8 an ordinance to amend an agreement for the development
9 of a Joint County Industrial and Business Park (2010
10 Park) of Anderson and Greenville Counties as to
11 enlarge the park.

12 BURRISS NELSON: Thank you, Mr. Chairman,
13 members of Council. This is just an ordinance that
14 allows these two previous projects to be included in
15 the multi-county agreement that we have with
16 Greenville where we have the revenue sharing and we
17 actually receive more funds coming back from
18 Greenville than we do -- than we send in the projects
19 that we have here. But this allows them to be able to
20 have the platform for the incentives that we talked
21 about.

22 TOMMY DUNN: Thank you. We have a
23 motion to move this forward?

24 TOM ALLEN: So moved.

25 TOMMY DUNN: Motion Mr. Allen. Second
26 Mr. Graham. Any discussion?

27 GRACIE FLOYD: Yes.

28 TOMMY DUNN: Ms. Floyd.

29 GRACIE FLOYD: Now, this one says an
30 ordinance to amend an agreement for the development of
31 a joint county industrial and business park of
32 Anderson and Greenville County as to enlarge the park.
33 Right?

34 BURRISS NELSON: Yes, ma'am.

35 GRACIE FLOYD: But is this the one where
36 we talked about the parking spaces behind the one that
37 they park police cars in and all of that?

38 BURRISS NELSON: That's right. This is that
39 same location.

40 GRACIE FLOYD: All right. Well, the
41 language doesn't say anything about that. But tell me
42 if I'm understanding this right now. What we're
43 proposing here is to take that parking space that's
44 right behind the pizza place -- what's the pizza place
45 called? Yellow Mellow Pizza? All that parking spaces
46 back there what used to be the business section for
47 African Americans back there, they're going to take
48 all that and they're going to lend it, give it or
49 whatever to the hotel that they're planning on
50 building downtown. And the hotel is going to take all

1 of those parking spaces and they're going to build a
2 parking deck for their hotel folks. But meanwhile,
3 businesses that front Main Street and Benson Street --
4 I think this is Benson Street -- that used to park
5 back there will not be able to park back there any
6 more because the parking spaces will be gone. The
7 Bleckley Inn over there that uses those parking spaces
8 for their residents won't have parking spaces back
9 there anymore because it will be a parking deck. And
10 public parking lots will be gone. That's where I fell
11 one night going to dinner to J Peter's back there --
12 well, that'll be gone too. And the city -- well
13 that's -- the city parking spaces that the police uses
14 over there, that will be gone, too. Or are they going
15 to let that one stay?

16 BURRISS NELSON: No, I believe that that
17 will be used by the hotel property.

18 GRACIE FLOYD: So all of those parking
19 spaces back there where they just put that park back
20 there will be gone. So that this hotel coming
21 downtown can build a parking deck where folks going to
22 have to pay to park their car, which will benefit the
23 -- which will benefit the hotel people.

24 And see, now, we may get a millage of seventy-five
25 percent. Is that fair to the taxpayer? Is that fair
26 to the public to do that? When downtown is already
27 congested and we won't have parking spaces to park the
28 little places we go. There's only one handicap
29 parking space on that road and that's right in front
30 of J Peter's. People like me will have to do what?
31 Go into the parking -- pay to go into the parking deck
32 because we're going to give all those parking spaces
33 to a hotel. When the Bleckley Inn came in they built
34 their own parking spaces in the back of theirs. And
35 these folks can't build theirs in the back because
36 they're going to put in a swimming pool for the hotel.
37 One that we won't be able to swim in, the public,
38 unless you pay some money. Is that fair to the
39 public? That's just my question.

40 TOMMY DUNN: Anyone else? All in favor
41 of the motion show of hands. All opposed like sign.
42 Show the motion carries with Mr. Waters, Mr. Allen,
43 Mr. Dunn, Mr. Graham, Mr. Wooten and Ms. Wilson in
44 favor and Ms. Floyd opposes.

45 Now moving on to Item number 9 A Report from the
46 Planning and Public Works Committee meeting held on
47 August the 13th, 2018. Chairman Wilson. Ms. Wilson.

48 CINDY WILSON: Thank you, Mr. Chairman.
49 First I want to thank Mr. Allen for filling in for one
50 of our committee members so that we could hold the

1 meeting. There's been a lot of work to do. And also,
2 Dr. Parkey introduced our new planning employee, Ms.
3 Lisa Mann, who recently earned her master's degree
4 from the Clemson -- from Clemson. Then we had an
5 interesting presentation which was an update on the
6 Anderson County Housing Analysis. And I'll quickly
7 review this with you. And we should have copies out.

8 For example, twenty-seven percent of households in
9 Anderson County are cost burdened. This is compared
10 to twenty-seven percent in Greenville County, twenty-
11 six percent in Oconee County, twenty-eight percent in
12 Pickens County and thirty percent in South Carolina.
13 That means that that -- a greater amount of funds go
14 towards providing housing for those people. Renters
15 are more than twice as likely to be cost burdened than
16 owners. Seventy-one percent of occupied units are
17 owner occupied and twenty-nine percent are renter
18 occupied. Fifty-three percent of housing units in
19 Anderson County have three bedrooms. Sixty-two
20 percent of households are one person or two person
21 households. There is a clustering of neighborhood
22 improvement project and forfeited land commission
23 properties in the Appleton Mill and Morningside
24 communities. Our Planning Department stated that they
25 did not see any of the most common occupations -- for
26 example in the Greenville-Anderson-Mauldin
27 metropolitan statistical area being priced out of
28 Anderson housing market. So that was very reassuring.
29 However, as we have a very rapid level of growth that
30 will probably change.

31 The next item Dr. Parkey advised that we will soon
32 have new options for subdivision requirements
33 available, hopefully by our next meeting. Dr. Parkey
34 also provided an overview of the recent popularity of
35 tiny homes. There are new guidelines being developed
36 by the International Building codes. There seem to be
37 two types of tiny homes that have been evolving. One
38 is a type of mobile home on wheels, which will be more
39 appropriately governed by SCDMV. And the other small
40 accessory homes for lots with an existing dwelling, or
41 small homes of less than a thousand square feet with
42 separate sites. There's a lot more to be learned here
43 before we come up with some guidelines.

44 Ms. Celia Boyd Myers explained the improvements
45 planned for Kid Venture, which will allow for greater
46 use and participation by all of our citizens, greater
47 safety for our citizens and a better flow at the park.
48 And please refer to your rendering that was provided.

49 There's continuing work for updating our 2009
50 County Recreation plan. There's much more analysis to

1 come requiring Council to prioritize and approve.

2 ... to all that worked hard at getting this
3 information together. Does anyone who was present
4 want to add anything? Thank you. This is as we
5 submit.

6 TOMMY DUNN: Thank you for the report,
7 Ms. Wilson.

8 Moving on Road Acceptance. Any objections to
9 taking all three of these? Problem doing all three of
10 these at one time? Be Hanna Crossing, Jacket Lane and
11 Part of Scenic Road. We got a problem doing all three
12 of these? We got a motion to accept these?

13 KEN WATERS: So moved.

14 CINDY WILSON: Second.

15 TOMMY DUNN: Mr. Waters, second Ms.
16 Wilson. Any discussion? I just say we know all of
17 these are -- meet all our criteria and all our
18 standards. Hearing that, all in favor of the motion
19 show of hands. All opposed like sign. Show the
20 motion carries unanimously. Ms. Floyd stepped out of
21 the room.

22 Does anyone have any appointments? I don't have
23 no list here.

24 Move on to requests by Council members. Couple of
25 things on that. If you look at the bottom of the
26 page, Anderson County 4-H, Clemson Cooperative
27 Extension. That is requests from all Council members.
28 Just want to make sure it's not what you call it. And
29 I'd also like to point out and welcome Director of
30 Salvation Army is here and appreciate him being here
31 tonight.

32 Hearing that, we'll move on. Mr. Waters, you have
33 any -- moving on to Item 12 Request by Council
34 members.

35 KEN WATERS: Yeah. Can I do all these
36 at one time?

37 TOMMY DUNN: Yes, sir.

38 KEN WATERS: Okay, the first one the
39 Salvation Army of Anderson County a thousand dollars.
40 The second one CESA Tri County soccer three thousand
41 dollars. Powdersville High School Fishing team five
42 hundred dollars. And Powdersville YMCA five thousand
43 dollars. And I bring this in the form of a motion.

44 TOMMY DUNN: Have a motion Mr. Waters.
45 Have a second?

46 CINDY WILSON: Second.

47 TOMMY DUNN: Second Mr. Allen. Any
48 discussion? All in favor of the motion show of hands.
49 All opposed like sign. Show the motion carries
50 unanimously. Mr. Allen.

1 TOM ALLEN: Yes, I also have three that
2 I'd like to put all together here. The first one the
3 Anderson Life Crises Pregnancy Center, I'd like to
4 contribute five hundred dollars from my rec account.
5 The Salvation Army two thousand dollars from my
6 recreation account. And the Anderson County 4-H
7 Cooperative Extension five hundred dollars. And I put
8 that in the form of a motion.
9 TOMMY DUNN: Have a motion Mr. Allen.
10 Second Mr. Waters. Any discussion? All in favor of
11 the motion show of hands. All opposed like sign.
12 Show the motion carries unanimously. Mr. Graham.
13 RAY GRAHAM: Thank you, Mr. Chairman.
14 If it's okay I'm going to do all these in one motion
15 as well.
16 TOMMY DUNN: That'll be fine.
17 RAY GRAHAM: For Anderson Life Crises
18 Pregnancy Center I request fifteen hundred dollars.
19 For Salvation Army I request fifteen hundred dollars
20 as well. For Anderson Jet Track Club I request five
21 hundred dollars. For Iva Museum I request seven
22 hundred. For Homeland Park July the 4th celebration I
23 request fifteen hundred dollars. For Belton Area
24 Museum I request a thousand dollars. And for Anderson
25 County 4-H Clemson Coop I request five hundred
26 dollars.
27 TOMMY DUNN: Have a motion here from Mr.
28 Graham. Have a second?
29 KEN WATERS: Second.
30 TOMMY DUNN: Second Mr. Waters. Any
31 discussion? All in favor of the motion show of hands.
32 All opposed like sign. Show the motion carries
33 unanimously. Mr. Wooten.
34 CRAIG WOOTEN: Yes, I'd like to make a
35 motion for two items. For Anderson Life Crisis
36 Pregnancy Center I'd like to do fifteen hundred
37 dollars. For the Salvation Army of Anderson ??? for
38 me and I think this is going to give us the ability or
39 to aid him ??? new folks to attend his facility which
40 means twenty folks could be off the streets and be in
41 a situation where they could hopefully rehabilitate.
42 It takes pressure off law enforcement. It takes
43 pressure off the emergency room. And it also allows
44 for the downtown merchants and residents to find a
45 solution for some folks who have battled homelessness
46 for a number of reasons. But regardless allow them to
47 have somewhere to go. So I'd like to do eight
48 thousand dollars for that one. I put that in the form
49 of a motion.
50 KEN WATERS: Second.

1 TOMMY DUNN: Have a motion Mr. Wooten
2 and second by Ms. Wilson. All in favor of the motion
3 show of hands. All opposed like sign. Show the
4 motion carries unanimously. Anything else, Mr.
5 Wooten?
6 CRAIG WOOTEN: No, sir.
7 TOMMY DUNN: Ms. Wilson.
8 CINDY WILSON: Thank you, Mr. Chairman. I
9 have several of them. From District 7's recreation
10 account please appropriate to the Salvation Army a
11 thousand dollars. For the Pelzer Heritage Commission
12 thirty-five hundred dollars. For the Clemson
13 Cooperative Extension for their livestock show five
14 hundred dollars. For the town of West Pelzer for
15 their recreation programs twenty-five hundred dollars.
16 And that I put in the form of a motion.
17 TOMMY DUNN: Motion Ms. Wilson. Have a
18 second?
19 TOM ALLEN: Second.
20 TOMMY DUNN: Second Mr. Allen. Any
21 discussion? All in favor of the motion show of hands.
22 All opposed like sign. Show the motion carries. Ms.
23 Wilson, anything else?
24 CINDY WILSON: Yes, sir. From District
25 7's paving account, please accept these for
26 appropriations. The town of Pelzer seventeen thousand
27 dollars. West Pelzer twenty-five thousand dollars.
28 Williamston fifty-two thousand dollars. And Honea
29 Path forty-eight thousand dollars to count towards
30 their matches and other work. And I also wanted to
31 request that Mr. Burns talk with our Roads and Bridges
32 Department about some riprap for the towns of
33 Williamston and Honea Path for some serious issues
34 they have there. I put that in the form of a motion.
35 TOMMY DUNN: Have a motion Ms. Wilson.
36 Have a second?
37 RUSTY BURNS: Mr. Chairman.
38 TOMMY DUNN: Uh-huh.
39 RUSTY BURNS: On Ms. Wilson's second
40 request, for the riprap that will go in Dogwood Park,
41 that is six thousand dollars -- up to six thousand
42 dollars. It's a little be less. But that should come
43 from the accommodations tax because that is tourism
44 related. So if we could have that stated that way,
45 the money would come from there.
46 TOMMY DUNN: We'll come back to that.
47 CINDY WILSON: So Spring Water Park, they
48 had requested, too.
49 TOMMY DUNN: Did you make that -- add
50 that to your motion, Ms. Wilson?

1 CINDY WILSON: I would request that Mr.
2 Burns work with all of us to find some accommodations
3 funding for the riprap needed in Williamston Spring
4 Water Park and for Honea Path's Dogwood Park.
5 TOMMY DUNN: We have a second?
6 TOM ALLEN: Second.
7 TOMMY DUNN: Second Mr. Allen. Any
8 discussion? All in favor of the motion show of hands.
9 Show the motion carries. Anything else, Ms. Wilson?
10 CINDY WILSON: That covers all of the
11 funds we have.
12 TOMMY DUNN: Okay. Ms. Floyd, you have
13 anything?
14 GRACIE FLOYD: I have only one thing and
15 that's for the Eastside Community that's around down
16 there near the Walker Park area. They are -- I would
17 like to allocate six hundred dollars from the District
18 2's recreation account to go down there. They are
19 already in the files with the 501(c)(3). That's the
20 only thing I have.
21 TOMMY DUNN: Have a motion Ms. Floyd.
22 Have a second?
23 CINDY WILSON: Second.
24 TOMMY DUNN: Second Ms. Wilson. Any
25 discussion? All in favor of Ms. Floyd's motion show
26 of hands. All opposed like sign. Show the motion
27 carries unanimously.
28 From District 5's recreation account, I'd like to
29 appropriate fifteen hundred dollars to Anderson Life
30 Crises Pregnancy Center, two thousand dollars to the
31 Salvation Army and five hundred dollars to County 4-H
32 Clemson Cooperative Extension Service. Put that in
33 the form of a motion.
34 KEN WATERS: Second.
35 TOMMY DUNN: Second Ms. Wilson. Any
36 discussion? All in favor of the motion show of hands.
37 All opposed like sign. Show the motion carries
38 unanimously.
39 TOM ALLEN: Mr. Chair.
40 TOMMY DUNN: Mr. Allen.
41 TOM ALLEN: I want to complement the
42 Salvation Army, too, on the work they do. And I just
43 have a question. Did we -- how can I put this -- get
44 enough scrapped together tonight?
45 RUSTY BURNS: Five hundred dollars more
46 to make twenty, counting the contribution Mr. Wooten
47 solicited from the United Way.
48 TOMMY DUNN: We're five hundred dollars
49 short.
50 GRACIE FLOYD: Do what?

1 TOM ALLEN: Five hundred more?
2 RUSTY BURNS: If my math is correct.
3 TOM ALLEN: Okay. That's what I was
4 wondering.
5 RUSTY BURNS: Good to be wondering. I
6 think it's at nineteen five and I believe the request
7 from the Salvation Army was for twenty. United Way,
8 Mr. Wooten contacted the United Way. They're going to
9 put in five thousand dollars. Mr. Wooten pledged
10 eight thousand dollars. Mr. Waters put in a thousand.
11 Mr. Allen put in two thousand. You put in ---
12 TOMMY DUNN: Two thousand.
13 RUSTY BURNS: Two thousand. You put in
14 fifteen hundred.
15 RAY GRAHAM: It was actually twenty-one
16 thousand what they requested.
17 RUSTY BURNS: How much is that? And I
18 missed Ms. Wilson.
19 GRACIE FLOYD: What's it for?
20 RUSTY BURNS: Looks like we're good.
21 Opinion of legal counsel is that we're there, Mr.
22 Chairman.
23 TOMMY DUNN: Okay. All right. Thank
24 you, Mr. Allen.
25 Moving on now to Item number 13, Administrator's
26 Report.
27 RUSTY BURNS: Nothing at this time, Mr.
28 Chairman.
29 TOMMY DUNN: Thank you.
30 At this time we'll move on to Citizens Comments.
31 Mr. Harmon calls your name please state your name and
32 district for the record. Address the Chair, please.
33 You have three minutes.
34 LEON HARMON: Mr. Chairman, we have one
35 citizen signed up. Elizabeth Fant.
36 ELIZABETH FANT: Sit back down. Elizabeth
37 Fant, District 3. I can see that we've got a lot of
38 good things going on, especially these committees.
39 Been a lot of work this summer. Even though there
40 hasn't been meetings on necessarily the prescribed
41 days, there's been a lot of work going on.
42 I have a concern about the fact that we may be
43 overbuilding -- overbuilding hotels, overbuilding
44 houses, overbuilding trailer parks. All of this, it's
45 great when we have companies come in and we have more
46 jobs, more people. But we're not paying attention to
47 the infrastructure; the roads, the sewer, and all the
48 things that have to support that. I don't know who
49 thought up this thing about the hotel downtown, but I
50 think it's a terrible idea. And I think it's

1 certainly a slap in the face of the man who set up
2 Bleckley Inn and his events center down there. He put
3 a lot of his money into that, his heart and soul. Why
4 you would want to have a hotel down there at his
5 backdoor, I have no idea who thought that idea up. If
6 you want to put a hotel where it won't impact downtown
7 traffic so much, why not somebody go and buy the
8 property that used to be City Seed? It's a wonderful
9 property, it faces on Murray. It's near the United
10 Way. It's got land. It's got opportunities for
11 parking expansion. Also I'm concerned about what is
12 going to go in back here where the old Bailes building
13 is. You've already short on parking. Water and sewer
14 downtown, downstairs. Those of us who park oftentimes
15 have to park on the front side of that. I don't know
16 what you're planning on doing for people parking
17 because we're already in a pinch.

18 TOMMY DUNN: Mr. Harmon.

19 LEON HARMON: No one else is signed up,
20 Mr. Chairman.

21 TOMMY DUNN: Thank you, Mr. Harmon.

22 Comments from Council members. Mr. Waters.

23 KEN WATERS: Can we take a break since I
24 missed last meeting I've got a lot I want to say.

25 TOMMY DUNN: I've got a lot to say to
26 you since you missed last meeting.

27 KEN WATERS: Mr. Wooten, are you going
28 to mention your flowers down there?

29 CRAIG WOOTEN: Yes.

30 KEN WATERS: Okay, I won't mention them
31 then. I'd just like to say, you know, we've been
32 talking about motels. Well, I had some plumbing
33 issues at my house the other night and so I stayed at
34 a motel in beautiful downtown Powdersville. So
35 sometimes those things come in pretty handy. And I
36 did pay the accommodations tax there also. But
37 anyway, that's all I have to say. Thank you, Mr.
38 Chair.

39 TOMMY DUNN: Thank you, Mr. Waters. Mr.
40 Allen.

41 TOM ALLEN: Yeah, Mr. Chair. Just very
42 quickly regarding the parking situation. Most of the
43 comments made tonight are absolutely true. A lot of
44 the parking spaces by the police department are going
45 to be gone. But it's my understanding that across the
46 street, and Rusty, maybe you can help me, there's two
47 old buildings over where what used to be that's going
48 to be torn down for parking for the ---

49 RUSTY BURNS: I believe you're referring
50 to where the old funeral home used to be?

1 TOM ALLEN: Yeah. Yeah. Yeah. It's
2 going to become parking. And also, there is a big
3 parking garage downtown that is basically vacant.
4 RUSTY BURNS: And the city is currently
5 doing a parking study of all downtown. And so that
6 should be ready in about four to five weeks.
7 TOM ALLEN: Okay. All right. That was
8 the only comment I had. Thanks.
9 TOMMY DUNN: Thank you, Mr. Allen. Ms.
10 Floyd.
11 GRACIE FLOYD: Mr. Wooten,
12 congratulations.
13 CRAIG WOOTEN: Thank you.
14 GRACIE FLOYD: Is this your first
15 daughter?
16 CRAIG WOOTEN: Yes.
17 GRACIE FLOYD: It's your only daughter I
18 meant. Well, your first. I can say that.
19 CRAIG WOOTEN: Yes, ma'am. It's our only
20 daughter.
21 GRACIE FLOYD: Well, congratulations.
22 Every father needs a daughter so she can wrap you
23 around her finger. I want to, I know that the cameras
24 aren't here tonight, but I sure wanted to make a
25 statement concerning my recreation account.
26 Now I know it has been said that some of you use
27 your recreation account that you think is nothing but
28 a slush fund. Well, mine is not a slush fund. We got
29 in a lot of trouble about that same words slush funds
30 a couple of years ago. I don't know if you all have
31 been around to remember that. But mine is not a slush
32 fund. I do not give money by letter. I get letters
33 all of the time for money. I don't do that. I don't
34 think it's fair to the taxpayers that I don't know
35 where -- the District 2 taxpayers to know -- if I
36 don't know where the money is going and what it's for.
37 So if you need tax -- you need some rec fund -- it's
38 got to be recreational because the ordinance says it's
39 a recreational purposes. But if you have a need and
40 you need money for your recreational purpose and you
41 have a 501(c)(3) I think I pronounced it correctly,
42 please don't write me, call me. I'm worthy to be
43 talked to on behalf of the people whose money it is.
44 Call me and tell me what your need -- what your needs
45 are and let me know what you're going to do with it
46 and then I will be more -- if it's legit, I would be
47 more than happy to support your organization. If you
48 will look at my history, you will see that most of my
49 money has gone -- in fact, all of my money has gone to
50 recreational purposes. We have some folks in Anderson

1 who aren't even -- who don't even know that we have
2 money for recreational. But anyway, that's a District
3 2 and District 2 only. The others do theirs their
4 way. But I don't handle slush funds.

5 The hotel vacancies. Folks, let's be careful
6 here. Let's be careful here. Can we accommodate
7 another hotel? With -- how many rooms, Mr. Burns?

8 RUSTY BURNS: Eighty.

9 GRACIE FLOYD: Eighty rooms. Boy, to make
10 some money, you got to have those rooms occupied
11 almost every night. That's not going to happen here
12 in Anderson. Every night. But to take the parking
13 spaces, to take your parking spaces away from us. You
14 know, I am partially handicapped. All right. Where
15 am I supposed to park? I went behind that thing,
16 behind the building and I fell there. So I have to
17 depend on the parking on the street. If they have the
18 hotel and they're going to take all of the back ones,
19 where are people like me supposed to park? You may
20 not worry about it today, but next week, week after
21 next, couple of years from now, if you're still here
22 in Anderson, you're going to be worried about it.
23 Thank you.

24 TOMMY DUNN: Mr. Graham.

25 RAY GRAHAM: Thank you, Mr. Chairman.
26 Just want to commend the Salvation Army for the job
27 you guys do. Definitely think it's an honor to be
28 able to support you guys on the program that you are
29 working on with the homeless. Downtown Anderson is
30 not actually my district, but I do realize that
31 Anderson County on the whole could move further so
32 much quicker with y'all's assistance with the issue we
33 have with the homeless downtown.

34 When I first got on city police department, I
35 never even imagined the type of problems we have
36 downtown with homeless people. You know, whether it's
37 they've gotten down on their luck, whether it's just
38 situations that they've put themselves in or
39 situations they didn't have no control over, we've got
40 a serious issue here. And to see you guys step up and
41 I've worked with you guys many a times as far as
42 bringing people to your door at night to, you know,
43 get shelter. And again, it's just a great program
44 that y'all offer. I'm glad to see my fellow Council
45 members supporting you guys on this. And hopefully we
46 can continue moving forward and making it better for
47 Anderson County for all citizens, even the homeless
48 ones. Thank you, guys for what you do.

49 TOMMY DUNN: Thank you, Mr. Graham. Mr.
50 Wooten.

1 CRAIG WOOTEN: Yes, looks like we've got a
2 solid Celebrate Anderson lineup coming, so I think
3 that's going to be a big Labor Day weekend. I wanted
4 to just, you know, comment briefly that it seems like
5 there's been some solid videography and media on line
6 for some things and events coming in the county. I
7 think that's been key because we've had a lot of good
8 things going on and communications and getting the
9 word out to different constituencies and different
10 districts about items. I think it's going to be
11 important moving into the future. I would actually
12 like to look at that going into next year about how we
13 can maybe provide some resources or some contract
14 solutions to help the media department even have a
15 further reach.

16 But to end it, I'd like to say thank you for all
17 the best wishes. Margo Wooten was born exactly two
18 weeks ago and she's seven pounds, fourteen ounces.
19 And that's my fourth child so I've been telling
20 everybody I wasn't counting on retirement, but now I
21 know I'm working here on out. But the county, the
22 staff, other Council members have been so gracious to
23 me and I really appreciate your kind words and best
24 wishes. Thank you so much.

25 TOMMY DUNN: Thank you, Mr. Wooten. Ms.
26 Wilson.

27 CINDY WILSON: Thank you, Mr. Chairman.
28 Mirroring what others have said about our Salvation
29 Army here, it's an incredible ministry that you
30 perform and our Coordinating Council for Criminal
31 Justice and others are working really hard to try to
32 define what is simple or complex mental illness and
33 drug abuse and that sort of thing and try to channel
34 those people into better directions. Maybe not into
35 jail and put the serious offenders in jail. But try
36 to cut down on recidivism. So that's important and
37 we're very grateful to y'all for that.

38 We're hoping to do another Planning and Public
39 Works committee meeting. Dr. Parkey and his staff are
40 working really hard to come up with upgraded solutions
41 for some of our subdivision issues.

42 And I wonder if Mr. Waters and Mr. Wooten might be
43 available Monday at noon and that is the 27th? Would
44 that work for y'all?

45 KEN WATERS: I don't see a problem for
46 me. Mr. Wooten, whatever.

47 CINDY WILSON: Okay. Can you do earlier,
48 Mr. Waters?

49 KEN WATERS: Yeah. That'll be fine.

50 CINDY WILSON: What time?

1 KEN WATERS: Oh, I haven't got my makeup
2 on by 8:30.
3 CINDY WILSON: We'll have donuts and
4 coffee for Mr. Waters. Okay. 8:30, then. All right.
5 Thank y'all.
6 TOMMY DUNN: Mr. Burns, you have
7 something?
8 RUSTY BURNS: I'm sorry. I let Mr.
9 Waters down. Mr. Waters wanted to make an
10 appropriation of fifty thousand dollars for the new
11 road in Powdersville that has done a great deal to
12 relieve the traffic up there. Mr. Waters.
13 KEN WATERS: Yeah, I apologize for that.
14 RUSTY BURNS: I forgot. I was supposed
15 to remind you.
16 KEN WATERS: Yeah. All right. That's
17 good. I'd like to make a motion to appropriate fifty
18 thousand dollars from the paving fund for the new road
19 at the -- between the Powdersville High School -- I'm
20 sorry the Powdersville Middle School and Elementary
21 School.
22 TOMMY DUNN: That's District 6?
23 KEN WATERS: Yeah. District 6 paving
24 fund. I bring that in the form of a motion.
25 TOMMY DUNN: Have a motion. Have
26 second?
27 TOM ALLEN: Second.
28 TOMMY DUNN: Second Ms. Wilson. Any
29 discussion? All in favor of the motion show of hands.
30 All opposed like sign. Show the motion carries
31 unanimously.
32 RUSTY BURNS: Two more brief things, Mr.
33 Dunn. This morning representatives from the Abney
34 Foundation went to the Anderson County PAWS facility
35 and brought a check for a hundred thousand dollars for
36 our new dog park at the animal shelter. No fanfare,
37 nothing. They walked in and we just want to thank
38 Buck Fulp and Dr. Lisa McWhorter and Mr. Carl Edwards
39 for that generous contribution of a hundred thousand
40 dollars.
41 And also thank representative Brian White who
42 assisted us in finding seven hundred thousand dollars
43 more for sewer projects in Anderson County.
44 TOMMY DUNN: Thank you. And Mr. Burns,
45 make sure to get them a letter, especially the Abbey
46 Foundation who in years past when anyway we've had a
47 shortage of food crisis at the animal shelter or
48 blankets or whatnot, they've always stepped forward
49 and appreciate them what all they do.
50 Also the Salvation Army, appreciate y'all, what

1 y'all have done for Anderson County over the years and
2 look forward to working with y'all in the future. Do
3 great work.

4 Want to thank Mr. Burns. And everybody come out
5 for Celebrate Anderson. Help out the employees picnic
6 and whatnot and greet employees whatnot. Mr. Burns.

7 RUSTY BURNS: Mr. Dunn, we have
8 approximately one thousand people who work for
9 Anderson County. We've received nine hundred
10 responses that they will be there, so I think all the
11 county employees will be at the Family Picnic leading
12 up to Celebrate Anderson.

13 TOMMY DUNN: That's great. Appreciate
14 everybody. Meeting will be adjourned.
15

16

(MEETING ADJOURNED AT 7:39 P.M.)

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 Zions Bancorporation, or ZB, N.A., as the Approved Lender. Should the presently contemplated Approved Lender and the County be unable to reach acceptable terms for the Financing, the County Administrator is directed to initiate negotiations and consummate the Financing with any other lessor that responded to RFP# 19-010 without the necessity of further action or authorization by County Council, and deem such lessor 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 Lender 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 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 4th day of September, 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: August 21, 2018
Public Hearing: September 4, 2018
Third Reading: September 4, 2018

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>

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 4th day of September, 2018.

ANDERSON COUNTY COUNCIL:

ATTEST:

Tommy Dunn, Chairman
Anderson County Council

Rusty Burns
Anderson County Administrator

Lacey Croegaert
Anderson County Clerk to Council

Approved as to form:

Leon Harmon
Anderson County Attorney

First Reading:	August 7, 2018
Second Reading:	August 21, 2018
Third Reading:	September 4, 2018
Public Hearing:	September 4, 2018

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 Baituck, 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 4th day of September, 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: August 21, 2018

Third Reading: September 4, 2018

Public Hearing: September 4, 2018

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

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 shall be used as provided in the General Bond Ordinance or if so required by the Code, to make any necessary rebate to the United States of America. Withdrawals shall be made from the Series 2018 Construction Fund only upon the written direction of a County Representative.

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: August 21, 2018

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

Anderson County Clerk to Council

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

REGIONS BANK, as Registrar

By: _____
Authorized Signatory

AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within mentioned Bond Ordinance

REGIONS BANK, as Registrar

By: _____
Authorized Signatory

Authentication Date:

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(please print or type name and address of Transferee and Social Security or other identifying number of Transferee)

the within Bond of and all rights and title thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____

NOTE: The signature to this assignment must correspond with the name(s) on the face of the foregoing bond in every particular, without alteration.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("Stamp") or similar program.

The following abbreviations shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM --	as tenants in common	UNIF GIFT MIN ACT _____	Custodian _____
TEN ENT --	as tenants by the entireties		(Cust) (Minor)
JT TEN --	as joint tenants with right of survivorship and not as tenants in common	Under Uniform Gift to Minors Act of the State of _____	

Additional abbreviations may be used though not in the list above.

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: September [], 2018.

(SEAL)

ATTEST:

ANDERSON COUNTY, SOUTH CAROLINA

Rusty Burns
Anderson County Administrator

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: August 21, 2018
Second Reading: _____, 2018
Third Reading: _____, 2018
Public Hearing: _____, 2018

EXHIBIT A
PROPERTY DESCRIPTION

Development Unit 1

TMS

123-33-01-001
123-33-01-002
123-33-01-003
123-33-01-004
123-33-01-005
123-33-01-006

Development Unit 2

TMS

123-33-02-001
123-33-02-002
123-33-02-003
123-33-02-004

Development Unit 3

TMS

123-33-02-005
123-33-02-006
123-33-02-007
123-33-02-008

Total

Development Unit 4

TMS

123-33-03-001
123-33-03-001
123-33-03-001

Development Unit 5

TMS

123-33-03-004
123-33-03-005
123-33-03-006

Development Unit 6

TMS / Suite

123-30-12-005 / Roof, Ext, Infra
123-30-12-004 / Roof, Ext, Infra
123-30-12-005 / Suite 412
123-30-12-004 / Suite 406
123-30-12-004 / Suite 408
123-30-12-004 / Suite 410

Development Unit 7

TMS / Suite

123-30-12-005 / Suite 418
123-30-12-005 / Suite 420
123-30-12-005 / Suite 414

Development Unit 8

TMS / Suite

123-30-12-005 / Suite 414a
123-30-12-005 / Suite 414b
123-30-12-005 / Suite 414c
123-30-12-005 / Suite 414d
123-30-12-005 / Suite 414e
123-30-12-005 / Suite 414f
123-30-12-005 / Suite 414g
123-30-12-004 / Suite 414h
123-30-12-004 / Suite 414i
123-30-12-004 / Suite 414j
123-30-12-005 / Suite 414k
123-30-12-005 / Suite 414l

EXHIBIT B
FORM OF INFRASTRUCTURE CREDIT AGREEMENT
[SEE ATTACHED]

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 Company anticipates investing, in aggregate, 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 County's consolidated tax invoice for tax year [].

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 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 of Anderson, South Carolina
Attention: City Attorney
401 South Main Street
Anderson, SC 29624

if to the Company: JB Ferguson Properties, LLC
c/o John B. Ferguson
218 Breazeale Drive
Williamston, SC 29697

and

Estate Planning Consultants, Inc.
c/o John B. Ferguson
218 Breazeale Drive
Williamston, SC 29697

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

Development Unit 1

TMS

123-33-01-001
123-33-01-002
123-33-01-003
123-33-01-004
123-33-01-005
123-33-01-006

Development Unit 2

TMS

123-33-02-001
123-33-02-002
123-33-02-003
123-33-02-004

Development Unit 3

TMS

123-33-02-005
123-33-02-006
123-33-02-007
123-33-02-008

Total

Development Unit 4

TMS

123-33-03-001
123-33-03-001
123-33-03-001

Development Unit 5

TMS

123-33-03-004
123-33-03-005
123-33-03-006

Development Unit 6

TMS / Suite

123-30-12-005 / Roof, Ext, Infra
123-30-12-004 / Roof, Ext, Infra
123-30-12-005 / Suite 412
123-30-12-004 / Suite 406
123-30-12-004 / Suite 408
123-30-12-004 / Suite 410

Development Unit 7

TMS / Suite

123-30-12-005 / Suite 418
123-30-12-005 / Suite 420
123-30-12-005 / Suite 414

Development Unit 8

TMS / Suite

123-30-12-005 / Suite 414a
123-30-12-005 / Suite 414b
123-30-12-005 / Suite 414c
123-30-12-005 / Suite 414d
123-30-12-005 / Suite 414e
123-30-12-005 / Suite 414f
123-30-12-005 / Suite 414g
123-30-12-004 / Suite 414h
123-30-12-004 / Suite 414i
123-30-12-004 / Suite 414j
123-30-12-005 / Suite 414k
123-30-12-005 / Suite 414l

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)

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

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.

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

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: August 21, 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

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: August 21, 2018
Second Reading: _____, 2018
Third Reading: _____, 2018
Public Hearing: _____, 2018

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.

Dated: _____, 2018

Clerk, Anderson County Council

ORDINANCE NO. 2018-036

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY OR COMPANIES KNOWN TO THE COUNTY AT THIS TIME AS PROJECT 20180430 WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE RECEIPT OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County adopted on _____, _____ an inducement resolution and did enter into an Inducement Agreement dated _____, _____ (the “*Inducement Agreement*”) with respect to such investment and the acquisition, construction, and installation of building improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a manufacturing components testing facility in the County (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately Three Million Four Hundred Twenty-Five Thousand Dollars (\$3,425,000) in the County and the expected creation of approximately thirty-one (31) new, full-time jobs at the Project, within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

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

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

WHEREAS, pursuant to the Inducement Agreement, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company (the “*Fee Agreement*”), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain special source credits to be claimed by

the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which the County proposes to execute and deliver; and

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

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

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

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

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

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

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

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

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

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

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

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

ENACTED in meeting duly assembled this __ day of _____, 20__.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

Lacey A. Croegaert
Clerk to Anderson County Council

Approved as to form:

Leon C. Harmon
Anderson County Attorney

First Reading: _____, 20__
Second Reading: _____, 20__
Third Reading: _____, 20__
Public Hearing: _____, 20__

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of _____, 20__, _____, 20__, and _____, 20__, 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 A. Croegaert, Clerk to County Council
Anderson County, South Carolina

Dated: _____, 20__

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

PROJECT 20180430

Dated as of _____, 20__

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EXHIBIT A – DESCRIPTION OF LAND

SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AGREEMENT

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

Company Name:	[To come]	Project Name:	Project 20180430
Projected Investment:	\$3,425,000	Projected Jobs:	31
Location (street):	[To come]	Tax Map No.:	[To come]
1. FILOT			
Required Investment:	\$3,425,000	Required Jobs:	31
Investment Period:	Five (5) years	Ordinance No./Date:	[To come]
Assessment Ratio:	6%	Term (years):	Twenty (20)
Fixed Millage:	[to come from County]	Net Present Value (if yes, discount rate):	N/A
Clawback information:	See Section 4.02(d) of this Agreement.		
2. MCIP			
Included in an MCIP:	[County to confirm]		
If yes, Name & Date:			
3. SSRC			
Total Amount:	For each of the first five (5) years of the Project, a SSRC of forty percent (40%) of each year's payments in lieu of taxes; and for each of the sixth (6 th) through the tenth (10 th) years of the Project, a SSRC of and thirty percent (30%) of each year's payments in lieu of taxes		
Total No. of Years	10 years		
Yearly Increments:	See above.		
Clawback information:	See Section 4.02(d) of this Agreement.		
4. Other information			

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

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the "**Fee Agreement**") is made and entered into as of _____, 20__ by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the "**County**"), a body politic and corporate and a political subdivision of the State of South Carolina (the "**State**"), acting by and through the Anderson County Council (the "**County Council**") as the governing body of the County, and **PROJECT 20180430**, a ___[to come]_____ organized and existing under the laws of the State of ___[to come]___ (the "**Company**").

RECITALS

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

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

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

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

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

6. By enactment of an Ordinance on _____, 20__, the County Council has authorized the County to enter into this Fee Agreement with the Company, which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the

provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

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

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

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

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

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

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

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

“Company” shall mean Project 20180430, a _____ [to come], and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets, or any other person or entity which may succeed to the rights and duties of the Company.

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

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least Three Million Four Hundred Twenty-Five Thousand Dollars (\$3,425,000) in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Investment Period” shall mean, and shall be equal to, the Standard Investment Period.

“Jobs Requirement” shall mean the creation by the Project of thirty-one (31) new, full-time jobs (with benefits).

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

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

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

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

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

“Project” shall mean all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

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

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of

whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.

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

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

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

“State” shall mean the State of South Carolina.

“Termination Date” shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 19th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 20 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

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

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

Section 1.02 Project-Related Investments

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

[End of Article I]

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 308.7 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2017, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

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

Section 2.02 Representations, Warranties, and Agreements of the Company

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

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

(b) The Company intends to operate the Project as a "project" within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of establishing a manufacturing components testing facility in the County, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

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

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

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) meet the Jobs Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2018.

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

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

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

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

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

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

[End of Article III]

ARTICLE IV

FILOT PAYMENTS

Section 4.01 FILOT Payments

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

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

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of 308.7 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

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

Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Standard Investment Period, the Company shall be entitled to receive, and the County agrees to provide annual Special Source Credits against the Company's FILOT Payments, payable as follows: a forty percent (40%) SSRC for years one (1) through five (5) of the Project and a thirty percent (30%) SSRC for years six (6) through ten (10) of the Project.

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

(c) In no event shall the aggregate amount of all Special Source Credits claimed by the Company exceed the amount expended with respect to the Infrastructure at any point in time.

(d) If the Jobs Requirement is not met by the end of the Investment Period, the 30% SSRC otherwise afforded to the Project during years six (6) through ten (10) will be reduced to 10%; if the Contract Minimum Investment is not met by the end of the third (3rd) year of the Investment Period, the 30% SSRC otherwise afforded to the Project during years six (6) through ten (10) will be reduced to 10%; notwithstanding the foregoing, if the total Jobs Requirement and Contract Minimum Investment Requirement are complete by the end of the sixth (6th) year of the Project, incentives will be restored prospectively as set forth in Section 4.02(a) hereof.

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

(f) Each annual Special Source Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the

County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Credit to be provided to the Company for such property tax year.

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

Section 4.03 Failure to Achieve FILOT Act Minimum Investment Requirements

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

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

Section 4.04 Removal of Equipment.

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

Section 4.05 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic

Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

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

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

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

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

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of the FILOT Act relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

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

Section 5.03 Confidentiality

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

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or

a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Revenue Credits shall be payable only from FILOT payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

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

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

Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

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

Section 5.07 Qualification in State

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

Section 5.08 No Liability of County's Personnel

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

Section 5.09 Assignment, Leases or Transfers

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

Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

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

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

Section 5.10 Administration Expenses

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

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

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

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such

investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in form reasonably acceptable to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

ARTICLE VI

DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

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

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

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

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

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

ARTICLE VII
MISCELLANEOUS

Section 7.01 Notices

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

If to the Company

[Project 20180430]

With a copy to:

Haynsworth Sinkler Boyd, P.A.
Attn: J. Philip Land, Jr.
ONE North Main St., 2nd Floor
Greenville, SC 29601

If to the County:

Anderson County
Attn: Rusty Burns, County Administrator
P.O. Box 8002
Anderson, SC 29622-8002

With a copy to:

Leon Harmon, Esq.
Anderson County Attorney
P.O. Box 8002
Anderson, SC 29622-8002

Section 7.02 Binding Effect

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

entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity; Change in Laws

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

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

[End of Article VII]

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Robert T. Dunn, Chairman of County Council

ATTEST:

Kimberly A. Poulin, Clerk to County Council
Anderson County, South Carolina

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

PROJECT 20180430

By: _____
Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

[Insert legal description here]

[To come]

EXHIBIT B

INVESTMENT AND JOB CREATION CERTIFICATION

I _____, the _____ of _____ (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 20__ between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

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

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

(3) The number of full-time jobs at the Company facilities where the Project is located was _____ persons as of _____, 20__ (the beginning date of the Investment Period).

(4) The number of net new, full-time jobs created at the Project since _____, 20__ (the beginning date of the Investment Period) is _____ persons.

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

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

Name: _____
Its: _____

**Anderson County Planning Commission
Staff Report
September 4, 2018**

Applicant: Falcon Real Estate Development, LLC (Phillip Day)
Current Owner: Larry M. Kowalski, et al
Property Address: Intersection of Crestview Road, Harriett Circle and Midway Road
Precinct: Town Creek
Council District: 1
TMS #(s): 147-00-04-005; 147-00-04-007; 147-00-04-009
Acreage: +/- 72.28
Current Zoning: PD (Planned Development), approved July 7, 2007
Ordinance #2007-017
Requested Zoning: IZD (Innovative Zoning District)
Surrounding Zoning: North: R-10 and R-20
South: R-20
East: R-20 and R-A
West: R-20

Evaluation: This request is to rezone the parcel of property described above from PD (Planned Development) to IZD (Innovative Zoning District). The applicant's stated purpose for the rezoning is to revise the existing statement of intent and site plan.

The currently approved Planned Development permits a total of 176 residential lots (146 single-family detached and 31 single-family attached) and a 2 acre commercial component, allowing up to 10,000 square foot ground level, for a general store and shops. Approximately 6.95 acres are reserved for open space.

The applicant is requesting a change to IZD, permitting no more than 180 residential lots (single-family detached) with no commercial component. The proposal includes approximately 25 acres reserved in open space, with maximum efforts to preserve existing vegetation/trees around the perimeter property line and along the creek. The proposal also includes a walking trail system, sidewalks on both sides of internal roads, and additional amenities within the common areas (fire pit area, dog run and tot lot playground). The owner will work with



Rezoning Request Recommendation

August 14, 2018
Date of Planning Commission Meeting

Approve
Recommendation (Approval or Denial)

Project Information

Name of Applicant: Falcon Real Estate Development, LLC - Phillip Day
Property Location: Intersection of Harriett Circle, Crestview Road and Midway Road
County Council District: One School District: Five
Total Acreage: +/-72.28 Current Land Use: Vacant
Current Zoning: PD (Planned Development) Requested Zoning: IZD (Innovated Zoning District)
Purpose of Rezoning: "Revisions to existing statement of intent and site plan"

Recommendation

Recommendation Rendered: Approve
Reason(s) for Denial, if applicable:

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

Explanation of Reasons: _____

Planning Commission Presiding Chairman: David Cothran, District #5

Signature: [Signature] Date: 8/14/2018

Page 1 of 1

For Office Use Only:

Scheduled Advisory Public Session Date: 8-1-18 Zoning Advisory Recommendation: NA
Scheduled Commission Public Hearing Date: 8-14-18 Planning Commission Recommendation: approval
Scheduled Council Public Hearing Date: 9-4-18 County Council Decision: _____

the Anderson County School District to provide pedestrian access to the property line adjoining Midway Elementary School. The owner will also work with the developer of the adjacent Bronson Ridge to provide pedestrian interconnectivity between the two developments.

Pending rezoning, the applicant will be required to obtain preliminary plat approval through the Planning Commission, in order to develop the site.

The Future Land Use Map in the County's Comprehensive Plan (2016) identifies the area as residential.

Public Outreach:

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

- July 27: Rezoning notification postcards sent to 252 property owners within 2,000' of the subject property;
- July 26: Rezoning notification signs posted on subject property;
- July 31: Planning Commission public hearing notice with the *Anderson Independent-Mail*.

Public Feedback:

To date, staff has received seven phone calls. Three voiced opposition and four requested more information.

Staff Recommendation:

Due to the compatibility with the Future Land Use map, the character of the area and based on the merit of the Statement of Intent (8/1/18), staff recommends approval of this request.

Zoning Advisory

Group Recommendation: The District 1 Zoning Advisory Group did not meet on August 1, 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 August 14, 2018 and after a duly noted public hearing recommended Approval of a request to rezone from PD to IZOD. The vote was 4 in favor, 1 opposed, 1 abstention and 1 absent.



Rezoning Application

Date of Application Completion

Application Status (Approved or Denied)

Applicant's Information

Name: Falcon Real Estate Development, LLC - Phillip Day
Mailing Address: 7 Hindman Dr., Greenville, SC 29609
Telephone and Fax: 864 907 6509 E-Mail: phillip@falconsothecarolina.com

Owner's Information

(If Different from Applicant)

Name: Larry M. Kowalski ET AL
Mailing Address: 366 Vandiver Rd, Anderson, SC 29621
Telephone and Fax: 864 226 9752 E-Mail: NA

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.

Larry M. Kowalski
Owner's Signature

7/12/18
Date

Project Information

Property Location: Intersection of Harriett Cr and Crestview Rd
Parcel Number(s)/TMS: 1470004005, 1470004007, & 1470004009
County Council District: 1 School District: 05
Total Acreage: ± 71 Current Land Use: Agriculture - Vacant
Current Zoning: PD Requested Zoning: 12D
Purpose of Rezoning: Revisions to existing statement of intent and site plan

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

Larry M. Kowalski
Applicant's Signature

7-12-18
Date

If you indicated yes, please provide a copy of your covenants and deed restrictions with this application - pursuant to State Law (Section 6-29-1146: 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 & Community Development 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 Planning & Community Development office.

Larry M. Kowalski
Applicant's Signature

7-12-18
Date

Page 2 of 2

For Office Use Only:

Application Received By: _____ Date Complete Application Received: _____

Application Fee Amount Paid: _____ Check Number: _____

Scheduled Advisory Public Meeting Date: _____ Zoning Advisory Recommendation: _____

Scheduled Commission Public Hearing Date: _____ Planning Commission Recommendation: _____

Scheduled Council Public Hearing Date: _____ County Council Decision: _____

Preston Trails

“Statement of Intent”

**+/- 72.28 Acre Single Family Residential Development
(Innovative Zoning District “IZD” Zoning Request)
Crestview Road, Harriett Circle & Midway Road – Anderson, SC**

Applicant

Falcon Real Estate Development, LLC
7 Hindman Drive
Greenville, SC 29609
Phillip Day
(864) 907-6509
phillip@falconsouthcarolina.com

Civil Engineer

Bluewater Civil Design, LLC
718 Lowndes Hill Road
Greenville, SC 29607
Paul J. Harrison, P.E.
(864) 735-5068
Paul@bluewatercivil.com

Surveyor

3D Land Surveying
10 Century Drive
Greenville, SC 29607
David Modny, PLS
(864) 272-0274
David@3dls.net

Property Description

- +/- 72.28 Acres located at the intersection of Crestview Road, Harriett Circle, and Midway Road. TMSs are #1470004005, #1470004007, & #1470004009. The property is currently zoned Planned Development (PD) and located inside Anderson County. The developer is requesting a rezone to Innovative Zoning District (IZD) in Anderson County.

Community Development Overview

The development planned for this +/- 72.28-acre tract will utilize the Innovative Zoning District (IZD) zoning classification. The development will consist of (1) new access point off Crestview Road and (1) new access point off Harriett Circle. The roads within the community will be public roads that are constructed to Anderson County standards and dedicated to the County after inspection. A (5') wide concrete sidewalk will be provided on both sides of all public roads. The public roads serving this development will have rolled curb and gutter. Other infrastructure improvements include public water mains, public sewer mains, storm drainage, and common areas. Common areas may be disturbed and undisturbed open space, visitor parking, mail centers, flood plain, amenity centers, and other community gathering areas. These common areas will be owned and maintained by a newly formed Home Owners Association (HOA). The HOA will also be responsible for maintenance of entrance monuments, landscaping, & site lighting. Covenants and Restrictions for the Community will be drafted and recorded at the Anderson County Register of Deeds Office.

Natural Resource Inventory

The existing site is currently undeveloped land consisting mostly of woods & some grassed pasture. There are some existing houses, sheds, and other buildings on the property that will be demolished once our development construction has started. The majority of the property is wooded land with existing trees and vegetation along the creek which intersects the property and along the Harriett Circle road frontage. There is approximately 725 linear feet of property frontage along Crestview Road, 105 linear feet of property frontage along Midway Road, and 1,365 linear of property frontage along Harriett Circle. A minimum 25' of public right-of-way will be dedicated along all roads (measured from centerline) where the property line projects to the centerline of the road. The tributary on our site is Bailey Creek but does not have an established 100-year base flood elevation per FEMA Map 45007C0253E.

Crestview Road is a two-lane paved road that is approximately 20 feet wide. Midway Road is a two-lane paved road that is approximately 30 feet wide where it fronts the proposed development. Harriett Circle is a two-lane paved road that is approximately 20 feet wide. Crestview Road & Harriett Circle are owned and maintained by Anderson County. Midway Road is owned and maintained by SCDOT.

Public water mains adequate to serve our site are available along all roads fronting the property owned and maintained by Hammond Water District. A 12" gravity sewer trunk-line is located on site that is owned and maintained by City of Anderson/Electric City Utilities.

Density & Phasing

The overall density of the project will not exceed (180) single-family residential detached lots. This overall density is roughly (2.5) lots per acre. This project is expected to be phased. There will be a minimum of two products (price points) in this community. Both products will be a single-family detached product but have different lot widths, square footages, and price points. These products will be divided by the natural draw that dissects the property running Northwest to Southeast through the property. Both products will be developed in multiple phases (2-3). All phase lines and construction of these areas will be detailed out on the Final Development Plans. If the development proceeds as expected, build-out of all residential lots/units is expected within 3-5 years.

Homes & Materials

The homes within the community will have a mixture of sizes and price points. We will have lots ranging from 55'-65' wide. All the homes in this community will have a minimum 1-car garage and contain at least (2) parking spaces. The minimum square footage per home will be 1,000 SF. The homes will range from 1,000 SF – 4,000 SF. The homes will have 2-5 bedrooms with 1.5-3.5 baths. There is no maximum size for a home. All homes and garages will front directly on proposed interior roads. Exterior building materials may consist of vinyl siding, shake siding, board and batten siding, Hardie Board, brick, and/or stone. Exteriors will contain (1) specific material or combination of multiple materials in some cases. All homes located to the East of the creek separating the property and along Crestview will not contain any vinyl siding. Hardie Board and other materials listed above will be the minimum exterior finish for these lots.

Amenities, Landscaping, & Buffers

The proposed development will include approximately 25 acres of common area with maximum efforts to preserve existing vegetation/trees around the perimeter property line and along the creek. Common areas located along existing roads may be buffered with berms, fences, and/or existing/planted vegetation. A minimum 25' building setback has been established along all property sides. There will be a 30' building setback established along Crestview Road, Midway Road, & Harriett Circle. The common areas may consist of disturbed and non-disturbed open space, passive open space, walking trails, water features, dog parks, fire pits, community gathering areas, and community swimming pools with associated parking. The proposed development will contain a fire pit area, dog run area, tot lot (playground) area, and walking trails that connect back to the public sidewalk running along internal roads.

A single or double entrance monument will be installed at our entrances located along Crestview Road and Harriett Circle. The owner may also elect to install some type of monumentation at the intersection of Crestview Road & Midway Road. This monumentation will be presented to Anderson County Development Standards for approval prior to any installation. The proposed entrances will be heavily landscaped with new plantings and annual color. The existing road frontages and community areas (pools, fire pits, dog parks, mail centers, etc.) may be landscaped with perennial canopy trees, evergreen shrubs, and/or evergreen bushes. The landscaping plans will be a part of the Final

Development Plans submitted to the Anderson County Planning and Development Staff for approval.

The owner will construct a mulched walking trail within some of the common areas that would connect to sidewalks running along the roads. The stormwater management areas may be dry or wet depending on water sources once the project progresses to the Final Design Phase. The stormwater management areas may have a fence and/or landscaping around the dike which will comply with current regulations. All common areas, landscaping, monuments, street lighting, stormwater management areas, and mail centers will be maintained by the HOA respectively.

Public Utilities

Public water is existing around all road frontages of the site owned and maintained by Hammond Water District. Piedmont Natural Gas has the ability to serve the site with Natural Gas. Duke Energy has the ability to serve this development with Power and Site Lighting. The owner will work with AT&T and Charter Communications for phone and cable services.

Building Setbacks

All the proposed setbacks for this project are as follows:

- 25' minimum perimeter setback along exterior property. (Setback is measured from the exterior property line and/or dedicated right-of-way line.)
- 30' minimum setback along Crestview Road, Midway Road & Harriett Circle.
- 15' minimum front yard setback. (For internal public roads)
- 10' minimum secondary side yard setback. (Corner lots measured from public road r/w)
- 5' minimum side yard setback.
- 10' minimum rear yard setback.

Traffic & Circulation Plan

All public roads and sidewalks within the development will be constructed to the Anderson County Standards. Private driveways will be constructed in accordance with the approved Final Development Plan. Once the public roads are built and inspected, the roads and sidewalks will be turned over to the Anderson County for operation and maintenance. All public roads shall have a minimum 50' right-of-way width and 22' pavement width. All roads within the development shall have rolled curb-and-gutter or standard curb-and-gutter along with storm drainage inlets spaced appropriately for conveyance of stormwater to the management areas. All public roads shall have a 5' sidewalk running on both sides of the road. If feasible and permissible, the owner shall provide interconnectivity internally with walking trails & roadways to ensure two access points in and out of the property for all lots. The owner will work with the Anderson County School District and provide pedestrian access to the property line adjoining Midway Elementary School. The owner will also work with the developer of Bronson Ridge to try and work out pedestrian interconnectivity between the two developments.

Site Lighting

It is the Developer's intent to use Duke Energy for all residential site lighting. Street lights throughout the community will be consistent for all residential areas. Maximum efforts will be implemented to ensure offsite light pollution.

SITE DATA

TAX MAP NO.: 1470004005, 1470004007, & 1470004009

AREA BREAKDOWN:

EXISTING ZONING: PD

TOTAL LOTS:
60 LOTS (65' X 120' TYP.)
118 LOTS (55' X 125' TYP.)
178 LOTS TOTAL - NOT TO EXCEED 180 LOTS
2.46 LOTS/ACRE - NOT TO EXCEED 2.50 LOTS/ACRE

PROPOSED ROADWAY: (PAVED W/ 50' R.O.W.)







SETBACKS
CRESTVIEW ROAD: 30'
HARRIETT CIRCLE: 30'
MIDWAY ROAD: 30'
EXTERIOR SETBACK: 25'

DIMENSION NOTE:
ALL DIMENSIONS SHOWN ON ROADWAY ARE
MEASURED FROM E.O.P. TO E.O.P. UNLESS
OTHERWISE SPECIFIED.

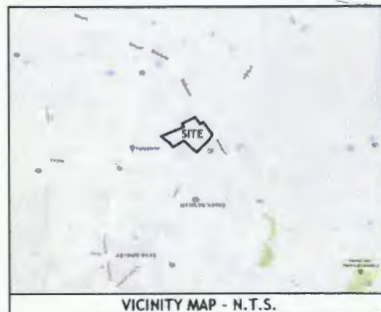
NOTE:
ALL RESIDENTIAL LOTS/HOMES SHALL HAVE
A RANGE OF 2-5 BEDROOMS/HOME.

NOTE:
EACH LOT SHALL PROVIDE THE REQUIRED
PARKING OF 2 SPACES/LOT

SITE PLAN LEGEND

-  TYPICAL LIGHT DUTY ASPHALT PAVEMENT
-  OPEN SPACE
-  PROPERTY LINE
-  PROPOSED BUILDING SETBACK LINE
-  EXISTING EDGE OF PAVEMENT
-  PROPOSED EDGE OF PAVEMENT

LINE	LENGTH	BEARING
L1	85.24	S102.44 S 08° W
L2	40.17	S04.28 S 15° W
L3	48.87	S43.73 S 50° W
L4	48.10	S45.40 S 05° W
L5	34.32	S48.55 S 40° W
L6	38.87	S48.25 S 27° W
L7	85.03	S47.07 S 49° W
L8	43.85	S06.56 S 15° W
L9	119.40	S19.48 S 14° E
L10	85.02	S09.42 S 48° E
L11	85.00	S09.42 S 48° E
L12	85.00	S09.42 S 48° E
L13	85.03	S09.42 S 48° E



Project No.: 2204-001
Drawing No.: 01-0001
Revision No.: 01-0001

Prepared by: [Signature]
Checked by: [Signature]
Reviewed by: [Signature]

Paul J. Hartman, P.E.
Professional Engineer
718 Lowndes Hill Road • Greenville, SC 29607
www.bluestarwater.com • info@bluestarwater.com

Corporation of South Carolina
No. 24224
Date: 08/08/2024
SC 29607 - 01-0001



PRESTON TRAILS
Single-Family Subdivision
Crestview Road & Harriett Circle
Anderson, SC 29621

NO.	DATE	REVISION
1	08/08/2024	Issue for Review

PRELIMINARY DEVELOPMENT PLAN

PDP-1



WASTEWATER TREATMENT

July 10, 2018

Mr. Paul Harrison, P.E.
Bluewater Civil Design, LLC
19 Washington Park
Suite 100
Greenville, SC 29601

RE: Availability of sewer service for:
Crestview Single Family Residential Development
TMS #: 147-00-04-005
147-00-04-007
147-00-04-009

Dear Mr. Harrison:

This letter is for planning purposes only and may not be used for SCDHEC construction permit. Actual availability is contingent upon payment of capacity fees.

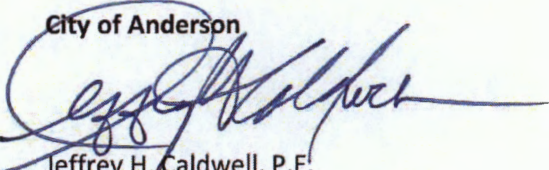
Please be advised that Electric City Utilities/City of Anderson is willing and able to provide sewer service to the above-referenced properties. Service can be provided from the following existing service(s): **a 12" main located along Bailey Creek**. Please consider that an extension may be necessary to serve the property and would be at the expense of the developer.

The total flow from this development will be approximately **47,400 GPD**. The wastewater will be treated at the Rocky River Wastewater Treatment Plant operating under permit # **SC0023744**.

Said service will be provided in accordance with Electric City Utilities/City of Anderson policies and procedures, and our prevailing Rules, Regulations and Rates. Following a final inspection and SCDHEC permit to operate (if applicable), Electric City Utilities/City of Anderson will own, operate and maintain the sewer system.

Should you have any questions, please give me a call at (864) 231-5230. We appreciate the opportunity to be of service to you.

Sincerely yours,

City of Anderson

Jeffrey H. Caldwell, P.E.
Utilities Director

JHC/tlw

309 Kirkwood Drive
Anderson, SC 29624
Ph: 864-231-2250
Fax: 864-231-2251



Hammondwater.com

864-847-4957

10 July 2018

Bluewater Civil Design, LLC.

Paul Harrison

718 Lowndes Hill Road

Greenville, S.C. 29607

RE: Hammond Water District Availability Letter. Crestview Single Family Residential Development. TMS #147-00-04-005, 007 & 009.

Mr. Harrison,

Hammond Water District is the potable water provider for this area. We currently have existing water mains located on both Crestview Road, Midway Road and Harriet Circle. We do have the ability to provide potable water to these parcels of land.

Please understand that there may be offsite water main extensions that will be required in order to provide adequate fire protection availability to this development. All costs associated with the water main installation will be at the expense of the owner/developer.

If you have any further questions regarding this development, please feel free to contact me.

Sincerely,

Chuck Cortez

Manager, Hammond Water District.



1636 Pearman Dairy Rd.
Anderson, SC 29625

864.260.6031
© 864.276.9869

July 10th, 2018

Kowalski Larry
Crestview Rd and Harriett Circle
Anderson, SC 29621

Subject: New Subdivision coming soon called Crestview

To Whom It May Concern:

This letter confirms that Duke Energy Company can provide electric service to the proposed site at the location described above, provided all necessary easements, permits and rights-of-way can be obtained. Please call Duke Energy at 1-800-777-9898 when your construction plans are complete so we can expedite installation of facilities to meet electrical requirements.

Duke Energy appreciates the opportunity to provide your electric service.

Sincerely,

Aubrey Dixon
Engineering Technologist II



ANDERSON COUNTY GIS and E911 ADDRESSING DEPARTMENT

P O BOX 8002

Anderson, SC 29622-8002

GIS: Tel: 864-260-1056 • Fax: 864-260-4099

E911 Addressing: Tel 864-260-4392 • Fax: 260-4099

Physical Address: 401 E River St Sec100, Anderson, SC 29624

Property viewer: www.andersoncountysc.org



Proposed Subdivision/Development Name and Road Name Form

Date: 07/05/2018

The Anderson County GIS and E911 Addressing Department requests all County and Municipal Developers to submit Subdivision/Development names and road names for approval, along with a site plan to scale (pdf is acceptable). According to SC State Law, Anderson County Code of Ordinance, and the E911 Addressing Policy, it is imperative to eliminate any duplication of Subdivision/Development names and road names. It is also, necessary to indicate the number of road names required. Once the names are approved as mandated by the Anderson County Code of Ordinances Sec. 62-2(a) and E911 Addressing Policy, an approval form will be given to you. **The approval form must accompany the preliminary or final plats when presented to the Subdivision Administrator or Building Officials for approval. If there are any revisions please notify the E911 Addressing Office as soon as possible. Plot plans are needed for E911 addresses to be issued for corner lots.**

Please print, fill out all the information below, and return to the E911 Addressing Office, 401 E River St, Sec 100, Anderson, SC 29624, Tel (864) 260-4392 and Fax (864) 260-4099. Please no more than twelve road names at a time.

Developer/Contact Names: Falcon Real Estate Development

Address: 7 Hindman Drive, Greenville, SC 29609

Phone: 864-907-6509

Fax: _____

Email: phillip@falconsouthcarolina.com

Parent Tax Map Sheet #: 1470004005, 1470004007, & 1470004009

Zip Code: 29621

Site plan: _____ Residential: ☒ Commercial: _____ Other: _____

Proposed Subdivision Names:

Crestview

Proposed Road Names:

Oaky Avenue

Acorn Avenue

Petal View

Ferry Passage

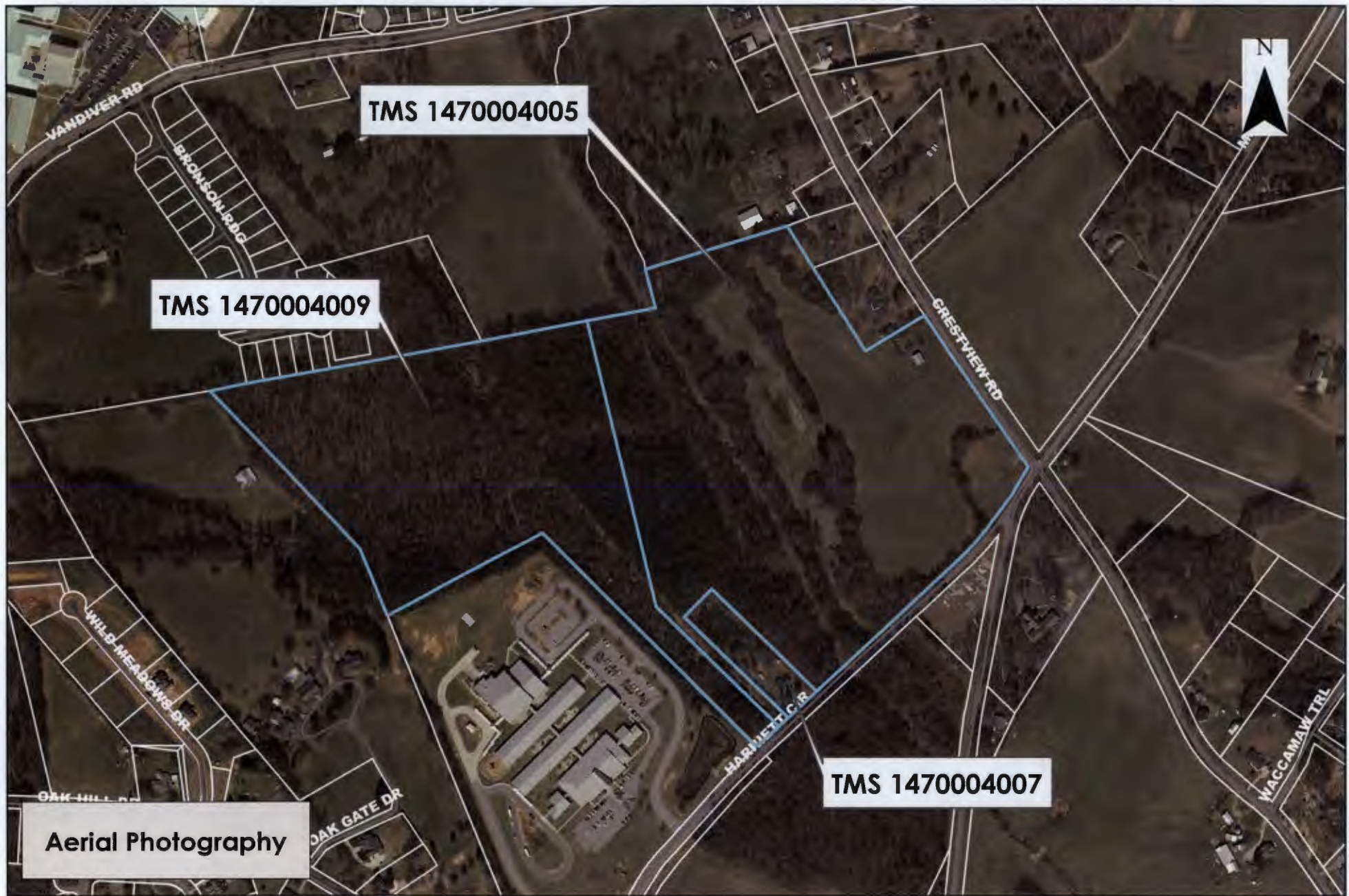
Milky Way

Hazelnut Drive

Oak Row

Mill Row

According to the Anderson County Addressing Policy road names may be reserved for one year from the date of the approval form. If the final recording of the preliminary subdivision plan does not occur within one year, a written request for a one-year extension of the road names reservation may be submitted to Anderson County E911 Addressing Office. If you have any questions or require additional information, please call Denise at (864) 260-4392 and fax (864) 260-4099 or Rhonda at (864)260-1056 and fax (864)260-4099.

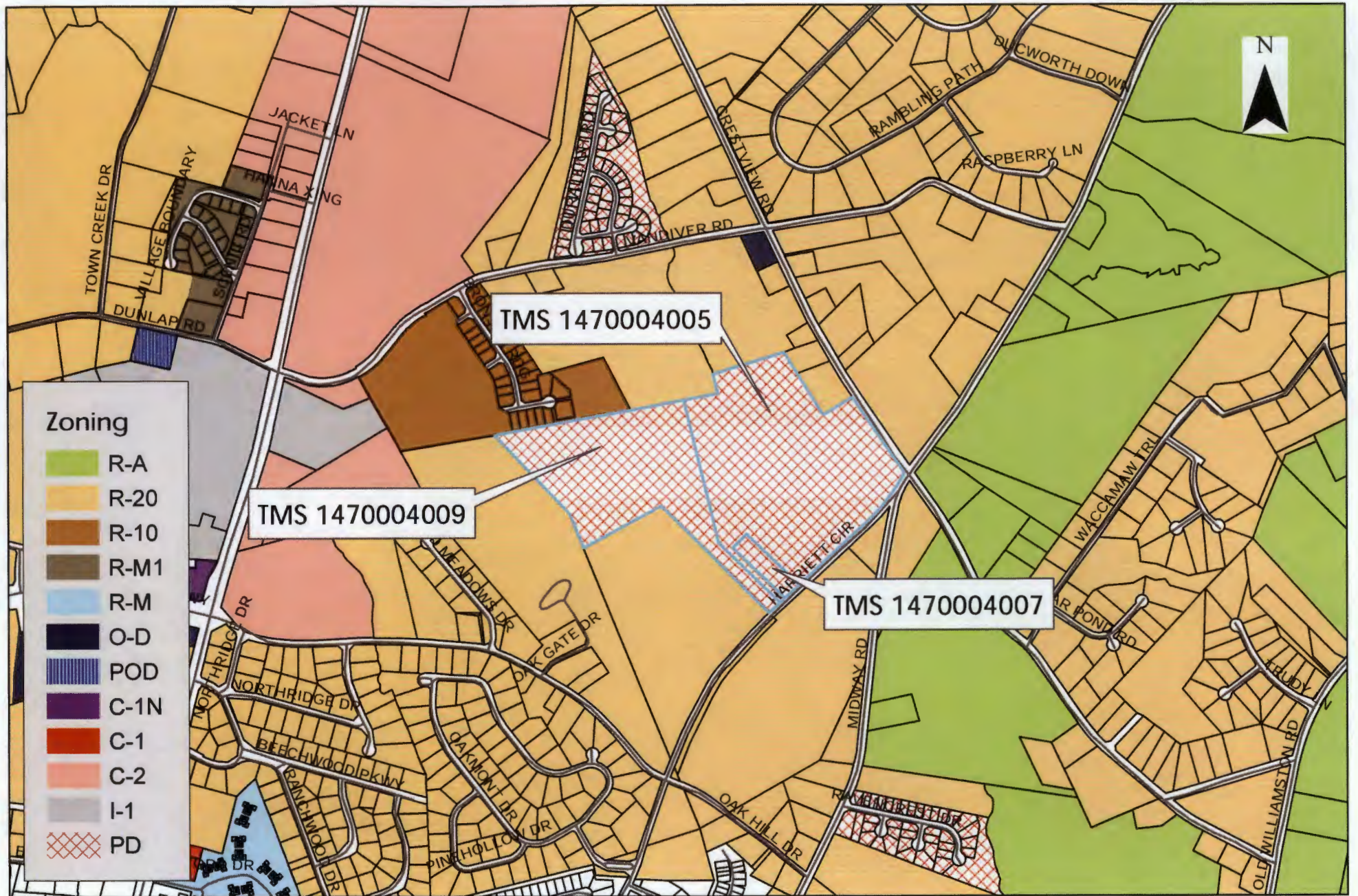


Rezoning Request
Crestview Rd., Harriett Cr., & Midway Rd.
PD to IZOD

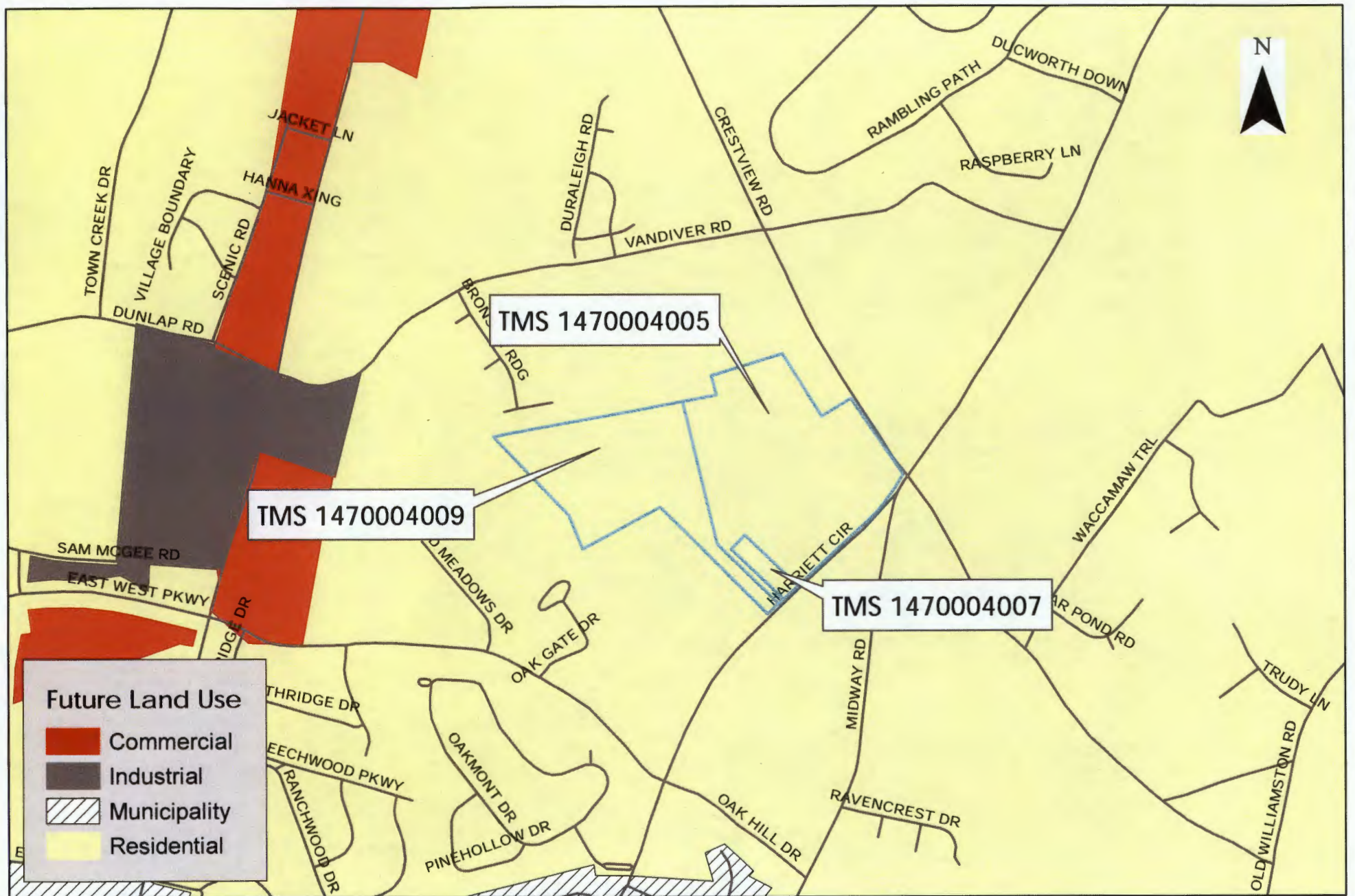
0 500 1,000 2,000 Feet



Rezoning Request
Crestview Rd., Harriett Cr., & Midway Rd.
PD to IZOD



Rezoning Request
Crestview Rd., Harriett Cr., & Midway Rd.
PD to IZOD



Rezoning Request
Crestview Rd., Harriett Cr., & Midway Rd.
PD to IZOD

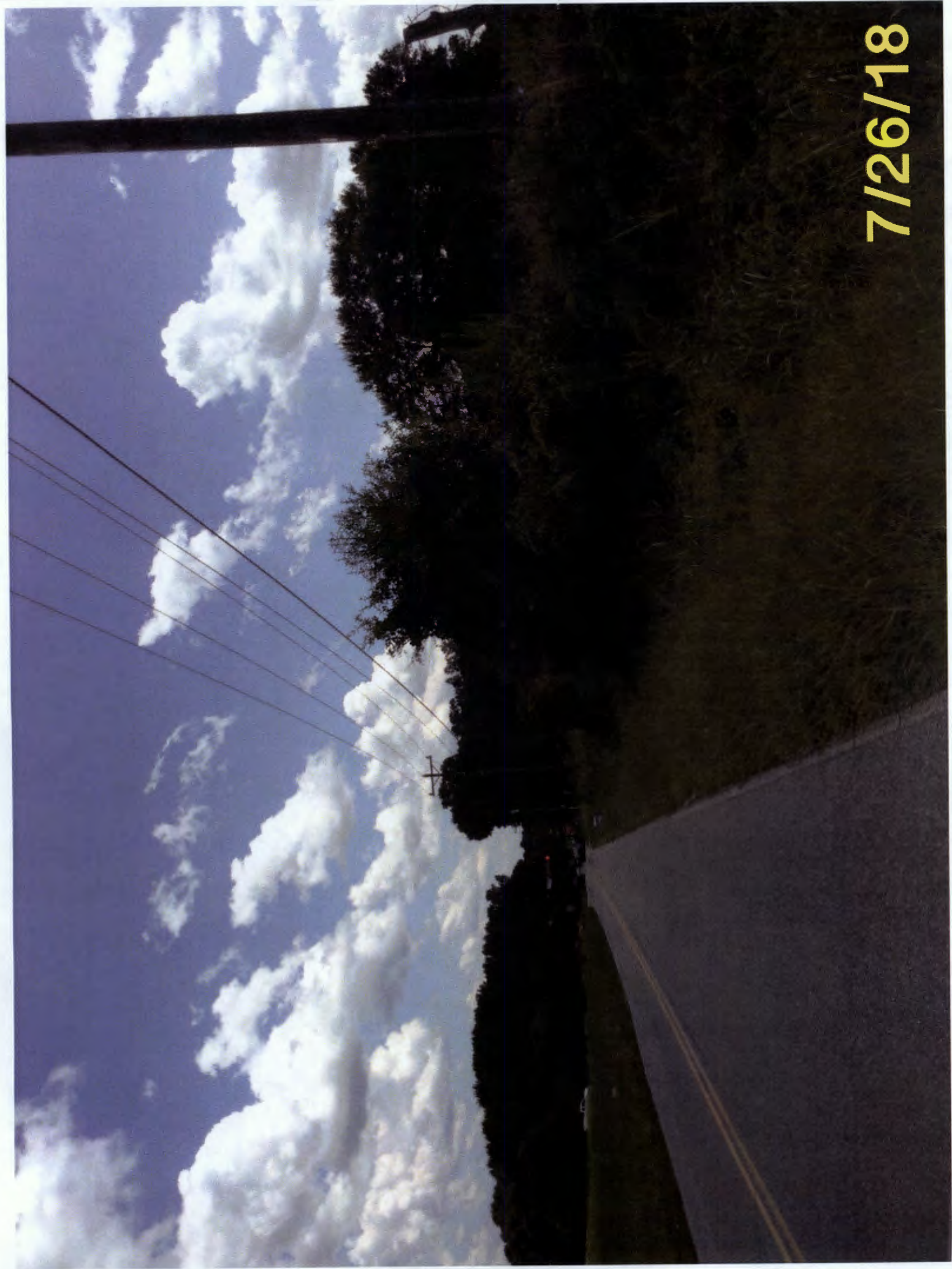
0 1,000 2,000 4,000 Feet



7/26/18



7/26/18



7/26/18



7/26/18

ORDINANCE NO. 2018-040

**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 (the "Agreement"); and

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

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

NOW, THEREFORE, be it ordained by Anderson County Council that Exhibit A to the Agreement is hereby 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, upon adoption by Greenville County of a corresponding ordinance, the Agreement shall be deemed amended to so include such property and Exhibit A as so revised, without further action by either county.

DONE in meeting duly assembled this ____ day of _____, 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
County Attorney

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

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

[Project 20180430 Legal Description to be added]

STATE OF SOUTH CAROLINA)

)

COUNTY OF ANDERSON)

)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify (i) 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 _____, 20____, _____, 20____ and _____, 20____, 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; and (ii) the public hearing for the attached ordinance was conducted by County Council at the County Council meeting of _____, 20____.

Clerk, Anderson County Council

Dated: _____, 20____

RESOLUTION NO. R2018-046

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT 20180430, WHEREBY, UNDER CERTAIN CONDITIONS, ANDERSON COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WHEREBY PROJECT 20180430 WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Anderson County, South Carolina (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered, under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as “projects” in the Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of 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, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment used in the manufacturing or industrial enterprise (collectively, “*Infrastructure*”); through all such powers, the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, Project 20180430 (the “*Company*”) has requested that the County assist in the acquisition, construction and installation of improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a manufacturing components testing facility in the County facility in the County (collectively, the “*Project*”), which will result in expected investment by the Company in the Project of approximately Three Million Four Hundred Twenty-Five Thousand Dollars (\$3,425,000) in non-exempt investment and the expected creation of approximately thirty-one (31) new, full-time jobs (with benefits) in connection therewith, by December 31 of the fifth (5th) year after the first year which any portion of the Project is first placed in service; and

WHEREAS, the Company has requested that the County enter into a fee in lieu of tax agreement with the Company, thereby providing for certain fee in lieu of tax and special source credit incentives with respect to the Project, all as more fully set forth in the Inducement Agreement (as hereinbelow defined) attached hereto and made a part hereof; and

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

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution (collectively, the ***“Multi-County Park Authority”***), the Project is to be located, to the extent not already therein located, in a multi-county industrial and business park (the ***“Park”***) established by the County pursuant to qualifying agreement with an adjoining South Carolina county (the ***“Park Agreement”***); and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs, and the County has agreed to effect the delivery of an Inducement Agreement on the terms and conditions hereinafter set forth.

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

Section 1. (a) Pursuant to the authority given to County Council by the South Carolina Constitution, the Code, the FILOT Act and the Multi-County Park Act, and subject to the enactment of required legislative authorizations by the County Council, for the purpose of providing development incentives for the Project through the payment by the Company of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the Act, and for the purpose of providing for the provision special source credits against payments in lieu of taxes made by the Company pursuant to the Park Agreement in order to allow reimbursement to the company for a portion of its investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code, there is hereby authorized to be executed an Inducement Agreement between the County and the Company pertaining to the Project, the form of which is now before the County Council (the ***“Inducement Agreement”***) so as to establish, among other things, that the County and the Company will be parties to a Fee in Lieu of Tax and Special Source Credit Agreement (the ***“Fee Agreement”***).

(b) The County Council will use its best efforts to take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Park or another qualified multi-county industrial or business park in order that the tax benefits contemplated hereunder and afforded by the laws of the State for projects located within multi-county industrial or business parks will be available to the Company for at least the term of the Fee Agreement.

Section 2. The provisions, terms and conditions of the Fee Agreement shall be prescribed and authorized by subsequent ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

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

Section 4. The authorization of the execution and delivery of the documents related to the Inducement Agreement and Fee Agreement and all other related documents or obligations of the County is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. It is the intention of the County Council that this resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Act.

DONE in meeting duly assembled this 4th day of September, 2018.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____

Tommy Dunn, Chairman
Anderson County Council

Attest:

Lacey A. Croegaert
Clerk to Anderson County Council

Approved as to form:

Leon C. Harmon
Anderson County Attorney

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (this "**Agreement**") made and entered into as of _____, _____ by and between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the "**County**"), and **PROJECT 20180430**, a _____ [to come] _____ (the "**Company**").

WITNESSETH:

ARTICLE I RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County, by and through its County Council, is authorized and empowered by the provisions of Title 12, Chapter 44 (the "**FILOT Act**") and Title 4, Chapter 1 (the "**Multi-County Park Act**"), Code of Laws of South Carolina 1976, as amended (the "**Code**"), to allow for the payment of certain fees in lieu of *ad valorem* taxes with respect to industrial properties; to issue special source revenue bonds, or in the alternative, to provide special source credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, "**Infrastructure**"); through all such powers the development of the State of South Carolina (the "**State**") will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.

(b) The Company requested that the County assist in the acquisition, construction and installation of improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a manufacturing components testing facility in the County in the County (collectively, the "**Project**"), which will result in an expected investment by the Company in the Project of Three Million Four Hundred Twenty-Five Thousand Dollars (\$3,425,000) (the "**Contract Minimum Investment Requirement**") and the expected (but not required) creation by the Company of approximately thirty-one (31) net new, full-time, jobs (with benefits) with respect thereto (the "**Jobs Requirement**"), all by December 31 of the fifth year after the first year in which any portion of the Project is first placed in service (the "**Investment Period**").

(c) Pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County will use its best efforts to place the site of the Project in a multi-county industrial and business park (the "**Park**") established by the County pursuant to qualifying agreement with Anderson County or other adjoining county in the State (the "**Park Agreement**").

(d) The County has determined after due investigation that the Project would be aided by the availability of the assistance which the County might render through applicable provisions of the FILOT Act and the Multi-County Park Act as economic development incentives, and the inducements offered will, to a great degree, result in the Project locating in the County. Pursuant to this determination, the Company and the County have agreed to negotiate for payments in lieu of *ad valorem* taxes as authorized by the FILOT Act, and the Company and the County have agreed as set forth in the Fee Agreement (hereinafter defined), pursuant to Section 4-1-175 of the Multi-County Park Act, that the Company would be afforded

certain credits as described herein against its payments in lieu of taxes in respect of the Company's investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code.

(e) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter, based on representations by the Company, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either, (iii) the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes, (iv) the inducement of the location of the Project within the County and State is of paramount importance, and (v) the benefits of the Project will be greater than the costs. The County, therefore, has agreed to effect the issuance and delivery of this Agreement, pursuant to the FILOT Act, the Multi-County Park Act and a Resolution of the County Council dated ____[County to confirm.]____, ____, and on the terms and conditions set forth.

ARTICLE II UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The County, subject to the limits set forth herein, agrees to enter into a Fee in Lieu of Tax and Special Sourced Credit Agreement with the Company with respect to the Project (the "***Fee Agreement***").

Section 2.2. The Fee Agreement will be executed at such time and upon such mutually acceptable terms as the Company shall request, subject to the provisions of Sections 2.7 and 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement shall be substantially in the form generally utilized in connection with the FILOT Act, as to be agreed upon by the County and the Company. The Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will be for a period of twenty (20) years, commencing with the first year of the capital investment made under the Fee Agreement, continuing until the nineteenth (19th) year following such year.

(b) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, such agreement will not give rise to any pecuniary liability of the County and shall not create a charge against the general credit or taxing power of the County, the State or any incorporated municipality.

(c) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes ("***FILOT Payments***") to the County for a period of twenty (20) years after each year of the capital investment made under the Fee Agreement during the Investment Period. The amounts of such payments shall be determined by using (i) an assessment ratio of six percent (6%); (ii) a fixed millage rate of 308.7 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2017); and (iii) the fair market value of the Project property as determined by the South Carolina Department of Revenue in accordance with the FILOT Act. For purposes of computing the amount of such fee, in accordance with the terms of Section 12-44-50(2) of the FILOT Act, the property shall be allowed all applicable property tax exemptions except the exemption allowed under Section 3(g) of Article X of the

Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) The Company may dispose of and replace property subject to fee in lieu of tax payments, as set forth in Section 12-44-60 of the FILOT Act; the fee with respect to such replacement property shall be calculated in accordance with the provisions of said Section 12-44-60.

Section 2.4. The County hereby consents to the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and personal property deemed necessary under the Fee Agreement or that are otherwise permitted under the FILOT Act may be let by the Companies, in their sole discretion.

Section 2.5. Pursuant to Section 4-1-175 of the Multi-County Park Act, the County, subject to the limits set forth herein, including Sections 2.7 and 4.2 hereof and pursuant to the Fee Agreement, will provide a special source credit (“SSRC”) against payments in lieu of taxes by the Companies pursuant to the Park Agreement or the Fee Agreement, as the case may be, to reimburse the Company in respect of its investment in Infrastructure pertaining to the Project. In these respects, the Company shall be entitled to claim an annual special source credit to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period), as follows: for each of the first five (5) years of the Project, a SSRC of forty percent (40%) of each year’s payments in lieu of taxes; and for each of the sixth (6th) through the tenth (10th) years of the Project, a SSRC of and thirty percent (30%) of each year’s payments in lieu of taxes.

Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of investment in the Project for which a special source credit is taken.

In no event shall the aggregate amount of any special source credits claimed by the Company exceed the amount expended by it with respect to the Infrastructure at any point in time.

Section 2.6. Subject to the matters contained herein, the Fee Agreement will be executed at such time and upon such mutually acceptable terms as the parties shall agree.

Section 2.7. Notwithstanding anything in this Agreement to the contrary, the authorization by the County of the Fee Agreement is subject to compliance by the County with the provisions of the Home Rule Act regarding the enactment of ordinances and shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Further, the County will perform such other acts and adopt such other proceedings, consistent with this Agreement, as may be required to faithfully implement this Agreement and will assist, in good faith and with all reasonable diligence, with such usual and customary governmental functions as will assist the successful completion of the Project by the Company. The County has made no independent legal or factual investigation regarding the particulars of this Agreement or the transaction contemplated hereunder and, further, executes this Agreement in reliance upon the representations by the Company that the Agreement and related documents comply with all laws and regulations, particularly those pertinent to industrial development projects in the State.

Section 2.8 If the Jobs Requirement is not met by the end of the Investment Period, the 30% SSRC otherwise afforded to the Project during years six (6) through ten (10) will be reduced to 10%; if the Contract Minimum Investment Requirement is not met by the end of the third (3rd) year of the Investment

Period, the 30% SSRC otherwise afforded to the Project during years six (6) through ten (10) will be reduced to 10%; notwithstanding the foregoing, if the total Jobs Requirement and Contract Minimum Investment Requirement are complete by the end of the sixth (6th) year of the Project, incentives will be restored prospectively as set forth in Section 4.02(a) hereof.

ARTICLE III UNDERTAKINGS ON THE PART OF THE COMPANIES

Section 3.1. Except with respect to the Fee Agreement, the County will have no obligation to assist the Company in finding any source of financing for all or any portion of the property constituting the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project.

Section 3.2. If the Project proceeds as contemplated:

(a) The Company agrees to enter into the Fee Agreement, under the terms of which it will obligate themselves to make the payments required by the FILOT Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3(d) hereof;

(b) With respect to the Project, the Company agrees to reimburse the County for all out-of-pocket costs, including reasonable attorney's fees of the County actually incurred, and other out-of-pocket expenditures to third parties to which the County might be reasonably put with regard to executing and entering into this Agreement and the Fee Agreement;

(c) The Company agrees to hold the County harmless from all pecuniary liability including, without limitation, environmental liability, and to reimburse the County for all expenses to which the County might be put in the fulfillment of its obligations under this Agreement and in the negotiation and implementation of its terms and provisions, including reasonable legal expenses and fees;

(d) The Company agrees to apply for, and use commercially reasonable efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the construction and implementation of the Project; and

(e) The Company agrees to use commercially reasonable efforts to meet, or cause to be met, the Contract Minimum Investment Requirement during the Investment Period.

ARTICLE IV GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the FILOT Act and the Multi-County Park Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A

PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE CREDITS.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and the adoption by the County Council of an ordinance authorizing the execution and delivery of such documents and approving the terms thereof. If the parties enter into the Fee in Lieu of Tax and Special Source Credit Agreement, each party shall perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings pursuant to such agreements.

Section 4.3. If for any reason this Agreement (as opposed to the Fee in Lieu of Tax and Special Source Credit Agreement, which are contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Companies on or before December 31 of the year after the inducement agreement is approved, the provisions of this Agreement may be cancelled by the County by delivery of written notice of cancellation signed by the County Administrator and delivered to the Company; thereafter neither party shall have any further rights against the other and no third parties shall have any rights against either party except that the Company shall pay the out-of-pocket expenses to third parties of officers, agents and employees of the County and counsel for the County incurred in connection with the authorization and approval of the Fee Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3 hereof, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the FILOT Act and the Multi-County Park Act, the Company may, with the prior consent of the County (which shall not be unreasonably withheld), assign (including, without limitation, absolute, collateral, and other assignments) all or part of their rights and/or obligations under this Agreement to one or more other entities, in connection with the Fee Agreement, without adversely affecting the benefits to the Company or its assignees pursuant hereto or pursuant to the FILOT Act or the Multi-County Park Act; provided, however, that the Company may make any such assignment to an affiliate of the Company without obtaining the consent of the County, to the extent permitted by law.

Section 4.6. This Agreement may not be modified or amended except by a writing signed by or on behalf of all parties by their duly authorized officers and approved by appropriate legal process. No amendment, modification, or termination of this Agreement, and no waiver of any provisions or consent required hereunder shall be valid unless consented to in writing by all parties.

Section 4.7. Nothing in this Agreement or any attachments hereto is intended to create, and no provision hereof should be so construed or interpreted as to create any third party beneficiary rights in any form whatsoever nor any form of partnership or other legal entity relationship between the County and the Companies.

Section 4.8. This Agreement constitutes the entire agreement between the parties regarding the matters set forth herein. This Agreement shall be interpreted by the laws of the State.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below, as of the date first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

Lacey A. Croegaert
Clerk to Anderson County Council

Approved as to form:

Leon C. Harmon
Anderson County Attorney

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

PROJECT 20180430

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of a resolution which was adopted by the County Council at its meeting of _____, 20__, at which meeting a quorum of members of the County Council were present and voted, and an original of which resolution is filed in the permanent records of the County Council.

Lacey A. Croegaert
Clerk to Anderson County Council

Dated: _____, 20__

RESOLUTION NO. R2018-048

A RESOLUTION AUTHORIZING APPLICATION TO THE STATE FISCAL ACCOUNTABILITY AUTHORITY OF SOUTH CAROLINA FOR APPROVAL OF THE ISSUANCE BY ANDERSON COUNTY, SOUTH CAROLINA, OF ITS SPECIAL SOURCE REVENUE BONDS, IN ONE OR MORE SERIES, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$28,750,000, PURSUANT TO THE PROVISIONS OF TITLE 4, CHAPTERS 1 AND 29 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

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 Constitution of the State of South Carolina, 1895, as amended (the "Constitution") and the Code of Laws of South Carolina 1976, as amended (the "Code"), particularly Title 4, Chapters 1 and 29 of the Code, as amended (collectively the "Act"), to issue special source revenue bonds whereby the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing industrial enterprises to locate in 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 to grant certain credits to assist in development of infrastructure for such projects;

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13 of the Constitution and the Act: (i) to develop industrial and business parks jointly with other counties wherein the area comprising the parks and all property having a *situs* therein is exempt from all ad valorem taxation and, instead, is subject to fees in lieu of taxes, and (ii) to issue special source revenue bonds secured by all or a portion of such fee in lieu of tax payments for the purpose of paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or certain projects described in the Act, for improved or unimproved real estate and personal property used in the operation of a manufacturing or commercial enterprise, or for certain aircraft described in the Act, which property is determined by the County to enhance the economic development of the issuer and costs of issuance of the bonds;

WHEREAS, the County has entered into, and may in the future enter into, various agreements for the development of joint county industrial and business parks (the "Park Agreements") pursuant to Section 13 of Article VIII of the Constitution and Section 4-1-170 of the Code in order to implement the public purposes enumerated in the Act;

WHEREAS, pursuant to the Act and General Bond Ordinance No. 2004-041 enacted by the County Council on November 4, 2004, and various ordinances supplemental thereto (the "Bond Ordinance"), the County, with the approval of the State Budget and Control Board of South Carolina (the "Budget and Control Board"), previously issued the following special source revenue bonds, which comprise all presently outstanding special source revenue bonds of the County, which bonds are secured by certain revenues pledged under the Bond Ordinance: (a) the \$5,800,000 original principal amount Special Source Revenue Bond, Series 2006 (the "Series 2006

Bond”), currently outstanding in the principal amount of \$1,350,000; (b) the \$2,700,000 original principal amount Special Source Revenue Bond, Series 2007 (the “Series 2007 Bond”), currently outstanding in the principal amount of \$910,000; (c) the \$1,570,000 original principal amount Special Source Revenue Bond, Series 2008A (the “Series 2008A Bond”), currently outstanding in the principal amount of \$950,000; and (d) the \$3,545,000 original principal amount Special Source Revenue Bond, Series 2014A (the “Series 2014A Bond”, and together with the Series 2006 Bond, the Series 2007 Bond, the Series 2008A Bond, the “Refunded Bonds”), currently outstanding in the principal amount of \$730,000. The aggregate principal amount of Refunded Bonds currently outstanding is \$3,940,000;

WHEREAS, the County has been advised that under current market conditions a nominal savings may be effected through the refunding of the Refunded Bonds and that, in the event no savings may be realized, existing covenants in the proceedings authorizing the Refunded Bonds impede and hamper the ability of the County to issue additional special source revenue bonds in the future that are required to provide for essential County infrastructure, such that the benefits accruing to the County from the refunding of the Refunded Bonds in the absence of any savings or in the instance of incurring of costs associated therewith may be outweighed by such considerations;

WHEREAS, pursuant to the Act, the County Council finds that it is now in the best interest of the County to issue, subject to the approval of the State Fiscal Accountability Authority of South Carolina (the “State Authority”), special source revenue bonds in one or more series in order to (1) defray all or a portion of the costs of planning, developing, acquiring, constructing, and equipping of sewer system repairs and improvements to include (i) new, repaired or replaced sewer system lines, pump stations, and treatment facilities, and related infrastructure, and (ii) the decommissioning of certain existing sewer system infrastructure ((i) and (ii), the “2018 Project”); (2) pay all or a portion of the interest coming due on such bonds for a period not to exceed three years from the date of issuance of the applicable series of bonds; (3) pay the cost of the refunding of the Refunded Bonds (the “Refunding”); (4) fund, if necessary, a debt service reserve fund; and (5) pay the costs of issuance of the bonds. The County Council further finds that it may be in the interest of the County, taking into account the delivery and draw schedule of the 2018 Project and prevailing market conditions, to issue notes in anticipation of the bonds financing such project, and to issue bonds from time to time as several series;

WHEREAS, the County Council finds that, subject to the approval of the State Authority, in order to effect a refunding of the Refunded Bonds and to defray the costs of the 2018 Project, and related financing and issuance costs, special source revenue bonds should be issued in an amount not to exceed \$28,750,000 (the “Bonds”);

WHEREAS, it is now deemed advisable by the County Council to file with the State Authority, in compliance with Sections 4-29-110 and 4-29-140 of the Code, the Petition of the County requesting approval by the State Authority of the proposed issuance of the Bonds; and

NOW, THEREFORE, BE IT RESOLVED by the County Council of Anderson County, South Carolina as follows:

Section 1 Findings and Determinations. It is hereby found, determined and declared as follows:

(a) The 2018 Project and the projects financed by the Refunded Bonds (collectively, the “Projects”) constitute “infrastructure” for the purposes of Section 4-29-68 of the Act, and the Projects and the issuance of the Bonds in the principal amount not to exceed \$28,750,000 to defray the costs of the 2018 Project, refund the Refunded Bonds, and pay related financing and issuance costs of the Bonds serve the purposes and in all respects, conform to the provisions and requirements of the Act. It is expected that the Projects have resulted and will result, as applicable, in the stimulation of the economy of the County and neighboring areas, and that the completion of the Projects will promote or have promoted, as applicable, increased opportunities for economic growth and development within the County by providing needed infrastructure improvements. Specifically, the 2018 Project and its expansion of sewer service in the County is anticipated to substantially further the economic development of the County by making areas unfit for development available therefor, and by increasing the economic development capacity of areas presently served.

(b) A reasonable estimate of the cost to defray the costs of the 2018 Project and refund the Refunded Bonds, including all financing and issuance costs incident thereto, is an amount not to exceed \$28,750,000.

(c) No “financing agreement” or “security agreement” has been executed in connection with the Projects or the Refunded Bonds, nor is either contemplated in connection with the Bonds, as such terms are defined in Title 4, Chapter 29 of the Act.

(d) Pursuant to Section 4-29-60 of the Act, the County Council finds that: (i) the Projects and the Refunding subserve the purposes of the Act; (ii) the Projects benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (iii) the Projects and the Refunding gives rise to no charge against the County’s general credit or taxing power; (iv) the aggregate principal amount of the Bonds to finance the 2018 Project and the Refunding is expected to not exceed \$28,750,000; (v) the amount necessary in each year to pay the principal of and the interest on the Bonds will be set forth in the record of proceedings related thereto; (vi) the County may establish a debt service reserve fund in connection with the Bonds and shall fix such amount in the record of proceedings related thereto; and (vii) the County shall pay the costs of maintaining the Projects and keeping them in good repair, and the costs of keeping them properly insured, if any, and shall set forth an estimate of such amount in the record of proceedings relating to the Bonds.

Section 2 Submission of Petition. There is hereby authorized and directed the submission on behalf of the County a Petition requesting the approval by the State Authority of the proposal of the County to issue the Bonds pursuant to the within referenced provisions of the Code. The Petition, which constitutes and is hereby made a part of this authorizing Resolution, to be in substantially the form attached hereto.

Section 3 Execution of Petition. The Chairman of the County Council and the County Administrator are hereby authorized and directed to execute said Petition in the name and on behalf of the County, with such changes as they shall approve; and the Clerk to County Council is hereby authorized and directed to attest the same and thereafter to submit an executed copy of this resolution to the State Authority in Columbia, South Carolina.

Section 4 Effect of Resolution. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this Resolution shall take effect and be in full force from and after its passage and approval.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DONE IN MEETING DULY ASSEMBLED, this 4th day of September, 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

STATE OF SOUTH CAROLINA)	
)	
ANDERSON COUNTY)	
)	PETITION
TO THE STATE FISCAL)	
ACCOUNTABILITY AUTHORITY)	
OF SOUTH CAROLINA)	

This Petition of Anderson County, South Carolina (the "County"), pursuant to Title 4, Chapters 1 and 29 of the Code of Laws of South Carolina 1976, as amended (the "Act"), and particularly Sections 4-1-175, 4-29-68, 4-29-110 and 4-29-140 thereof, respectfully shows:

1. The County Council of Anderson County (the "County Council") is the governing body of the County and as such is the "governing board" of the County referred to in the Act.

2. The Act, among other things, empowers the County, subject to obtaining the approval of the State Fiscal Accountability Authority of South Carolina (the "State Authority"), pursuant to Sections 4-29-110 and 4-29-140 of the Act, to issue special source revenue bonds for, *inter alia*, the purpose of defraying the cost of "designing, acquiring, constructing, improving, or expanding" infrastructure as referred to in Section 4-29-68(A)(2) of the Act and to secure the payment of such bonds from payments in lieu of taxes received and retained by the County under Section 13 of Article VIII of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution").

3. The County is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13 of the Constitution and the Act: (i) to develop industrial and business parks jointly with other counties wherein the area comprising the parks and all property having a situs therein is exempt from all ad valorem taxation, and instead, is subject to fees in lieu of taxes, and (ii) to issue special source revenue bonds secured by all or a portion of such fee in lieu of tax payments for the purpose of paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the issuer or certain projects described in the Act, for improved or unimproved real estate and personal property used in the operation of a manufacturing or commercial enterprise, or for certain aircraft described in the Act, which property is determined by the County to enhance the economic development of the issuer and costs of issuance of the bonds.

4. The County has entered into, and may in the future enter into, various agreements for the development of joint county industrial and business parks (the "Park Agreements") pursuant to Section 13 of Article VIII of the Constitution and Section 4-1-170 of the Act in order to implement the public purposes enumerated in the Act.

5. Pursuant to the Act and General Bond Ordinance No. 2004-041 enacted by the County Council on November 4, 2004, and various ordinances supplemental thereto (the "Bond Ordinance"), the County, with the approval of the State Budget and Control Board of South Carolina (the "Budget and Control Board"), previously issued the following special source revenue

bonds, which comprise all presently outstanding special source revenue bonds of the County, which bonds are secured by certain revenues pledged under the Bond Ordinance: (a) the \$5,800,000 original principal amount Special Source Revenue Bond, Series 2006 (the "Series 2006 Bond"), currently outstanding in the principal amount of \$1,350,000; (b) the \$2,700,000 original principal amount Special Source Revenue Bond, Series 2007 (the "Series 2007 Bond"), currently outstanding in the principal amount of \$910,000; (c) the \$1,570,000 original principal amount Special Source Revenue Bond, Series 2008A (the "Series 2008A Bond"), currently outstanding in the principal amount of \$950,000; and (d) the \$3,545,000 original principal amount Special Source Revenue Bond, Series 2014A (the "Series 2014A Bond", and together with the Series 2006 Bond, the Series 2007 Bond, the Series 2008A Bond, the "Refunded Bonds"), currently outstanding in the principal amount of \$730,000. The aggregate principal amount of Refunded Bonds currently outstanding is \$3,940,000.

6. The County has been advised that under current market conditions a nominal savings may be effected through the refunding of the Refunded Bonds and that, in the event no savings may be realized, existing covenants in the proceedings authorizing the Refunded Bonds impede and hamper the ability of the County to issue additional special source revenue bonds in the future that are required to provide for essential County infrastructure, such that the benefits accruing to the County from the refunding of the Refunded Bonds in the absence of any savings or in the instance of incurring of costs associated therewith may be outweighed by such considerations.

7. Pursuant to the Act, the County Council has determined that it is now in the best interest of the County to issue, subject to the approval of the State Fiscal Accountability Authority of South Carolina (the "State Authority") special source revenue bonds in order to (1) defray all or a portion of the costs of planning, developing, acquiring, constructing, and equipping of sewer system repairs and improvements to include (i) new, repaired or replaced sewer system lines, pump stations, and treatment facilities, and related infrastructure, and (ii) the decommissioning of certain existing sewer system infrastructure ((i) and (ii), the "2018 Project"); (2) pay all or a portion of the interest coming due on such bonds for a period not to exceed three years from the date of issuance of the applicable series of bonds; (3) pay the cost of the refunding of the Refunded Bonds (the "Refunding"); (4) fund, if necessary, a debt service reserve fund; and (5) pay the costs of issuance of the bonds. The County Council has further determined that it may be in the interest of the County, taking into account the delivery and draw schedule of the 2018 Project and prevailing market conditions, to issue notes in anticipation of the bonds financing such project, and to issue bonds from time to time as several series.

8. The County Council has determined that it is now in the best interest of the County to issue, subject to the approval of the State Authority, special source revenue bonds in an amount not to exceed \$28,750,000 (the "Bonds") in order to effect a refunding of the Refunded Bonds and to defray the costs of the 2018 Project, and related financing and issuance costs of the Bonds.

9. Pursuant to Section 4-29-60 of the Act, the County Council has determined that: (i) the Project and the Refunding subserve the purposes of the Act; (ii) the Projects benefits the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (iii) the Projects and the Refunding gives rise to no charge

against the County's general credit or taxing power; (iv) the aggregate principal amount of the Bonds to finance the 2018 Project and the Refunding is expected to not exceed \$28,750,000; (v) the amount necessary in each year to pay the principal of and the interest on the Bonds will be set forth in the record of proceedings related thereto; (vi) the County may establish a debt service reserve fund in connection with the Bonds and shall fix such amount in the record of proceedings related thereto; and (vii) the County shall pay the costs of maintaining the Projects and keeping them in good repair, and the costs of keeping them properly insured, if any, and shall set forth an estimate of such amount in the record of proceedings relating to the Bonds.

10. Pursuant to Sections 4-29-110 and 4-29-140 of the Act, the County sets forth the following information:

(a) The 2018 Project and the projects financed by the Refunded Bonds (collectively, the "Projects") constitute "infrastructure" for the purposes of Section 4-29-68 of the Act, and the Projects and the issuance of the Bonds in the principal amount not to exceed \$28,750,000 to defray the costs of the 2018 Project, refund the Refunded Bonds, and pay related costs of financing and issuance of the Bonds serve the purposes and in all respects, conform to the provisions and requirements of the Act. It is expected that the Projects have resulted and will result, as applicable, in the stimulation of the economy of the County and neighboring areas, and that the completion of the Projects will promote or have promoted, as applicable, increased opportunities for economic growth and development within the County by providing needed infrastructure improvements. Specifically, the 2018 Project and its expansion of sewer service in the County is anticipated to substantially further the economic development of the County by making areas unfit for development available therefor, and by increasing the ability to develop areas presently served.

(b) A reasonable estimate of the cost to defray the costs of the Project and the Refunding, including all financing and issuance costs incident thereto, is an amount not to exceed \$28,750,000.

(c) No "financing agreement" or "security agreement" has been executed in connection with the Projects or the Refunded Bonds, nor is either contemplated in connection with the Bonds, as such terms are defined in Title 4, Chapter 29 of the Act.

(d) The Bonds will be issued pursuant to an ordinance or ordinances enacted by County Council pursuant to the Act, and such ordinance or ordinances will secure the Bonds on a parity with other special source revenue bonds of the County issued to refund the Refunded Bonds, payable from a pledge of 15% of net fees derived from the Park Agreements. The Bonds, and the interest thereon, will be: (i) payable solely from, and secured by, a pledge of a portion of the net park fees received and retained by the County under the Park Agreements; (ii) not secured by, or in any way entitled to, a pledge of the full faith, credit, or taxing power of the County; (iii) not an indebtedness of the County within the meaning of any State Constitutional provision or statutory limitation but, in accordance with the provisions of Article X, Section 14 of the Constitution, are payable solely from a special source, which source does not include revenues from any tax or license; and (iv) not a pecuniary liability of the County or a charge against the County's general credit or taxing power.

Upon the basis of the foregoing, the County respectfully requests that the State Authority:

1. Accept the filing of this Petition;
2. Conduct such review as it considers advisable;
3. If it finds that the proposal of the County is intended to promote the purposes of the Act, approve the proposal of the County to execute and deliver the Bonds pursuant to the Act to defray the costs and expenses associated therewith; and
4. Give published notice of its approval in the manner set forth in Section 4-29-140 of the Act.

Respectfully submitted,

COUNTY OF ANDERSON, SOUTH CAROLINA

(SEAL)

By: _____
Chairman of County Council

Attest:

Clerk to County Council



**ANDERSON
COUNTY**
SOUTH CAROLINA

Jacky Hunter
County Auditor

August 14, 2018

Honorable Tommy Dunn, Chairman
Anderson County Council
PO Box 8002
Anderson, SC 29622

Dear Mr. Dunn,

The levy setting process is here once again. To enable us to meet the deadline, I am requesting the following information:

1. The tax levy for the Anderson County Council for the 2018 Tax Year.
2. An original signed copy of the certification below, which states that the Anderson County Council levy is in compliance with South Carolina Code Section 12-43-285.

For your convenience, I am enclosing a copy of the above reference code. Please return this information to the Auditor's Office no later than September 14, 2018.

I appreciate the excellent working relationship this office has with the Anderson County Council and its fine staff. If you have any questions, please feel free to call me at 260-4027.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jacky Hunter".

Jacky Hunter
Anderson County Auditor
JH/klrp

I, Tommy Dunn, Chairman, Anderson County Council, on behalf of the Anderson County Council, do hereby certify to Jacky Hunter, Anderson County Auditor, that the 2018 Tax Levy is in compliance with the laws limiting the millage rate imposed by that political subdivision pursuant to *South Carolina Code Section 12-43-285*.

Tommy Dunn, Chairman
Anderson County Council

Date

Enclosure

Cc: Mr. Rusty Burns, Administrator

Post Office Box 8002 • Anderson, S.C. 29622-8002 • (864) 260-4027 • (864) 260-4206 fax

www.andersoncountysc.org

SECTION 12-43-285. Certification of millage rates; excessive rates.

(A) The governing body of a political subdivision on whose behalf a property tax is billed by the county auditor shall certify in writing to the county auditor that the millage rate levied is in compliance with laws limiting the millage rate imposed by that political subdivision.

(B) If a millage rate is in excess of that authorized by law, the county treasurer shall either issue refunds or transfer the total amount in excess of that authorized by law, upon collection, to a separate, segregated fund, which must be credited to taxpayers in the following year as instructed by the governing body of the political subdivision on whose behalf the millage was levied. An entity submitting a millage rate in excess of that authorized by law shall pay the costs of implementing this subsection or a pro rata share of the costs if more than one entity submits an excessive millage rate.

ANDERSON COUNTY TAX LEVIES – TAX YEAR 2018

These 2018 tax levies support the County's FY 18-19 Budget as approved by County Council for the FY 19 Budget (Ordinance No. 2018-016) along with comparison of the FY 17-18 tax levies:

	<u>FY 19</u>	<u>FY 18</u>
General Fund	.0640	.0640
Library	.0069	.0069
Capital Projects Reserve Fund	.0038	.0028
County-wide EMS	.0066	.0066
Infrastructure Reserve Fund	<u>.0014</u>	<u>.0014</u>
Levies Needed to Meet Budget Approved by County Council	<u>.0827</u>	<u>.0817</u>

Also, County Council is responsible for setting the following levies, which are also included in the FY 18-19 Budget Ordinance:

Other Levies Approved by County Council:

	<u>FY 19</u>	<u>FY 18</u>
Tri-County Technical College	.0041	.0041
Sewer	.0030	.0030



**ANDERSON
COUNTY**
SOUTH CAROLINA

AGENDA
Planning and Public Works Committee Meeting
Monday, August 27, 2018 at 8:30 am
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. Compensation for Planning Board Members and Board of Appeals
Dr. Jeff Parkey
4. Subdivisions Regulation Discussion
Dr. Jeff Parkey
5. Traffic Study Updates
Dr. Jeff Parkey
6. New Business
7. Citizens Comments
8. Adjournment

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



PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT

August 24, 2018

MEMO TO: Planning & Public Works Committee
FROM: Jeff Parkey, Planning Director
RE: Agenda items, August 27, 2018 meeting

Dear Ms. Wilson and Committee members,

As it concerns items for discussion on the PPW Committee Meeting agenda for August 27, 2018:

1. South Carolina Planning Enabling Legislation provides for the compensation of Planning Commissioners and members of Boards of Zoning Appeal, at the discretion of the local governing authority. Currently, Anderson County does not compensate its Planning Commissioners or BZA members. Some counties in our region do. A stipend or honorarium could be provided to Commissioners and BZA members, on a per meeting basis. State-required continuing education hours and meeting attendance record should also be considered within this policy review.
2. During the Planning and Public Works Committee meeting of August 13, 2018, the recent changes to Greenville County's subdivision requirements were noted. These changes concern additional criteria made available for the review and potential approval of submitted development proposals. At the Committee's direction, subdivision review criteria contained in Anderson County's code (Sec.38-311) was compared with Greenville's, as well as that of several other counties, and with "ideal" approval criteria published by the American Planning Association (2008). When compared to these other sources, Anderson County's code is relatively quiet with respect to specific criteria to be used by the Planning Commission when approving or denying preliminary subdivision proposals. More explicit guidance on this matter could be included in the County's code.
3. Under direction, a review of the threshold for requiring traffic impact studies is being made. Currently, these studies are required when developments on county roads generate 100 or more peak hour trips. It is the responsibility of developers to provide for traffic impact studies, and furnish these results to the County's Roads and Bridges Department. In addition to traffic impact study requirement thresholds, the County's ability to implement recommended improvements arising from the results of traffic impact studies may also warrant review.

Respectfully submitted,
Jeff Parkey

**Update on Planning Commission
August 27, 2018**

Meeting Attendance					
Name	District	2016	2017	2018	Avg.
Ed Dutton	1	92%	86%	88%	88%
Lonnie Murray	2	67%	36%	38%	47%
Brad Burdette	3	83%	86%	88%	85%
Jerry Vickery	4	92%	86%	88%	88%
David Cothran (Chair)	5	67%	71%	75%	71%
Jane Jones (Vice)	6	67%	86%	100%	82%
Debbie Chapman	7	33%	50%	38%	41%

Continuing Education Units (in Hours)				
Name	District	2016	2017	2018
Ed Dutton	1	9	3	3
Lonnie Murray	2	9	0	0
Brad Burdette	3	9	3	3
Jerry Vickery	4	9	3	3
David Cothran (Chair)	5	0	0	0
Jane Jones (Vice)	6	6	3	6
Debbie Chapman	7	6	3	3

Continuing Education Requirements for Planning Commission
(<https://www.scstatehouse.gov/code/t06c029.php>):

SECTION 6-29-1340. Educational requirements; time-frame for completion; subjects.

(A) Unless expressly exempted as provided in Section 6-29-1350, each appointed official and professional employee must:

(1) no earlier than one hundred and eighty days prior to and no later than three hundred and sixty-five days after the initial date of appointment or employment, attend a minimum of six hours of orientation training in one or more of the subjects listed in subsection (C); and

(2) annually, after the first year of service or employment, but no later than three hundred and sixty-five days after each anniversary of the initial date of appointment or employment, attend no fewer than three hours of continuing education in any of the subjects listed in subsection (C).

(B) An appointed official or professional employee who attended six hours of orientation training for a prior appointment or employment is not required to comply with the orientation requirement for a subsequent appointment or employment after a break in service. However, unless expressly exempted as provided in Section 6-29-1350, upon a subsequent appointment or employment, the appointed official or professional employee must comply with an annual requirement of attending no fewer than three hours of continuing education as provided in this section.

(C) The subjects for the education required by subsection (A) may include, but not be limited to, the following:

- (1) land use planning;
- (2) zoning;
- (3) floodplains;
- (4) transportation;
- (5) community facilities;
- (6) ethics;
- (7) public utilities;
- (8) wireless telecommunications facilities;
- (9) parliamentary procedure;
- (10) public hearing procedure;
- (11) administrative law;
- (12) economic development;
- (13) housing;
- (14) public buildings;
- (15) building construction;
- (16) land subdivision; and
- (17) powers and duties of the planning commission, board of zoning appeals, or board of architectural review.

(D) In order to meet the educational requirements of subsection (A), an educational program must be approved by the advisory committee.

HISTORY: 2003 Act No. 39, Section 14, eff June 2, 2003.

SECTION 6-29-1350. Exemption from educational requirements.

(A) An appointed official or professional employee who has one or more of the following qualifications is exempt from the educational requirements of Section 6-29-1340:

- (1) certification by the American Institute of Certified Planners;
- (2) a masters or doctorate degree in planning from an accredited college or university;
- (3) a masters or doctorate degree or specialized training or experience in a field related to planning as determined by the advisory committee;
- (4) a license to practice law in South Carolina.

(B) An appointed official or professional employee who is exempt from the educational requirements of Section 6-29-1340 must file a certification form and documentation of his exemption as required in Section 6-29-1360 by no later than the first anniversary date of his appointment or employment. An exemption is established by a single filing for the tenure of the appointed official or professional employee and does not require the filing of annual certification forms and conforming documentation.

HISTORY: 2003 Act No. 39, Section 14, eff June 2, 2003.

Compensation of Planning Commission and Board of Zoning Appeal Members

Abbeville County – Volunteer Only

Greenwood County – Volunteer Only

Greenville County – Volunteer Only

Oconee County

- Planning Commissioners receive \$25 per meeting attended, paid annually in December. Special called meetings and other events are included. Trainings are mandatory and therefore, not included.
- Board of Zoning Appeal Members receive a flat \$100 thank you card in December.

Pickens County – Volunteer Only

Spartanburg County

- Planning Commissioners and Board of Zoning Appeal Members received \$50/regular or special called meeting attended. Special trainings and retreats require the County Administrator's approval prior to compensation.

** Other items that may be taken into consideration:*

- Commissioners should maintain their annual state-required continuing education hours
- Commissioners should maintain an acceptable attendance record

ORDINANCE #2017-036

AN ORDINANCE TO AMEND CHAPTER 38-118 OF THE ANDERSON COUNTY CODE OF ORDINANCES, SO AS TO CLARIFY TRAFFIC IMPACT STUDY REQUIREMENTS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the requirements and minimum development thresholds pertaining to traffic impact studies are established in Chapter 38, Section 118(f) of the Anderson County Code of Ordinances; and

WHEREAS, the County wishes to clarify requirements and minimum development thresholds for traffic impact studies; and

WHEREAS, the Anderson County Planning Commission held a duly advertised Public Hearing on November 14, 2017, after which it reviewed the proposed revisions as described in Exhibit A, and recommended the proposed revisions to County Council; and

WHEREAS, Anderson County Council wishes to amend Chapter 38-118(f) of the Anderson County Code of Ordinances, attached hereto and incorporated herein as Exhibit A.

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

1. Chapter 38, Section 38-118(f) of the Anderson County Code of Ordinances, attached hereto as Exhibit A, is hereby amended.
2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
4. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.

Exhibit A

Sec. 38-118. - Intensity standards.

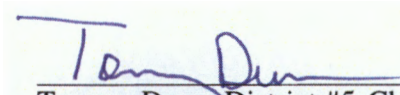
- (f) Traffic impact studies. A traffic impact study shall be required along the County road-network when a development will generate 100 or more trips during the peak hour of the traffic generator or the peak hour of the adjacent street. The estimated number of trips for the site will be based on the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. The table below provides guidelines for determining the need for a traffic impact study. The traffic impact study and subsequent access location, turning lane and signalization requirements shall follow the South Carolina Department of Transportation Access and Roadside Management Standards, latest edition. For studies of County roads, the district traffic engineer (DTE) shall act as the county engineer. Projects on State roads must comply with DOT's Access and Roadside Manual. The developer shall be responsible for all costs of the required study, roadway improvements identified in the study, and right-of-way acquisition. The traffic impact study shall be included with either the application for certificate of compliance or preliminary plat, depending on the nature of the project.

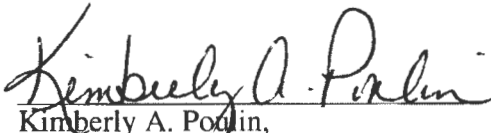
Table: Institute of Transportation Engineers Trip Generation Manual Examples

Land Use	100 Peak Hour Trips
Single Family Home	90 units
Apartments	150 units
Condos/Townhomes	190 units
Mobile Home Park	170 units
Shopping Center -Gross Leasable Area (GLA)	16,000 s.f.
Fast Food Restaurant w/Drive In - Gross Floor Area	2,000 s.f.
Gas Station w/Convenience Store	7 fueling positions
Banks w/Drive-In (GFA)	4,000 s.f.
General Office	67,000 s.f.
Medical/Dental Office	29,000 s.f.
Research & Development	71,000 s.f.
Light Industrial/Warehousing	185,000 s.f.
Manufacturing Plant (GFA)	144,000 s.f.

ATTEST: Ordinance 2017-036

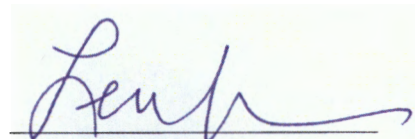


Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Kimberly A. Podlin,
Clerk to Council

APPROVED AS TO FORM:



Leon C. Harmon
Anderson County Attorney

1 st Reading:	September 19, 2017
2 nd Reading:	November 21, 2017
3 rd Reading:	December 5, 2017
Public Hearing:	November 21, 2017

Sec. 38-118. - Intensity standards.

- (a) Definition. Intensity is a measure of development, designed principally to regulate land use in accordance with the design function and carrying capacity of the road on which it is located.
- (b) Purposes. The purposes of this section are to:
- (1) Relate land use intensity to the design function and carrying capacity of the county's road network.
 - (2) Reduce the cost of road repair and maintenance by prohibiting from residential roads intense uses which would overload and accelerate the deterioration of such roads.
 - (3) Promote the safety and convenience of vehicular traffic.
 - (4) Protect the residential quality of neighborhoods by limiting nonresidential traffic.
 - (5) Promote the safety of neighborhood residents.
- (c) Road classification. In order to carry out the purposes of subsection (b) above, all roads in the county are hereby classified on the basis of their traffic carrying capabilities, their general function in the circulation system, and the existing land use of abutting properties. The classification system is based on concepts and criteria contained in the Highway Functional Classification Manual, Concepts, Criteria, and Procedures, U.S. Department of Transportation, Federal Highway Administration, July 1974. The manual classifies roads into one of three functional categories—(1) local, (2) collector and (3) arterial. Local roads are separated from other types because they generally carry significant volumes of foot and bicycle traffic and are used by children. Therefore, traffic volumes must remain relatively low in order to provide the necessary safety for residential neighborhoods. Collector roads generally form barriers between subdivisions. Their traffic volumes and design speeds are correspondingly greater since their function is to connect major traffic routes. Arterial roads constitute the highway network upon which most traffic must flow. The efficiency of the system requires that arterial roads accommodate traffic at high speeds over considerable distances. For purposes of this section, these functional categories are refined to form a four road classification system (See Appendix B for diagram), characterized as follows:
- (1) Minor local (access) road: A minor local road is one designed primarily to access abutting properties. This road normally terminates in a cul-de-sac, loop or other turnaround, with no more than two access points.
 - (2) Major local (access) road: A major local road is one designed primarily to access abutting properties. This road is characterized as one having two or more access points, and receiving traffic from minor local roads.
 - (3) Collector road: A road that connects local access roads to the highway systems major and high-speed arterial roads. The collector road provides both land access service and traffic service within residential subdivisions, commercial and industrial areas. Collector roads form barriers between subdivisions and are designed for higher speeds and traffic volumes than major or minor local roads and shall not be designed as culs-de-sac.
 - (4) Arterial road: A road designed to carry through traffic and to carry intra -county traffic. Arterial roads are characterized as having access control, channelized intersections, restricted parking and signalization. The concept of service to abutting land is subordinate to the provision of travel service.
- (d) Standards. The following design capacity standards shall govern the intensity of development along all roads in the county:

Road classification	Maximum ADT*
---------------------	--------------

Minor local road (one access point)	500
Minor local road (two access points)	1,000
Major local road	1,600
Collector road	No maximum
Arterial road	No maximum

*ADT = Average Daily Traffic (trips)

- (e) Capacity calculations. All preliminary certificate of compliance and building permit applications affecting minor or major local roads shall be evaluated on the basis of their traffic generating capacity. Where a proposed use will cause the ADT to exceed the maximum set for such roads by subsection (d) above, a petition to change the road classification may be filed with the development standards manager, or the proposed use shall be adjusted to comply with the regulations. To measure the impact of a proposed use, the following table of traffic generation standards shall be used in computing the number of trips to be generated by a given use. Also, traffic generated by existing uses on the impacted road shall be calculated by the table to determine aggregate daily traffic volumes and the capacity to accommodate the proposed new use.
- (f) Traffic impact studies. A traffic impact study shall be required for access approval through the state and county encroachment permit process when a development will generate 100 or more trips during the peak hour of the traffic generator or the peak hour of the adjacent street. The traffic impact study and subsequent access location, turning lane and signalization requirements shall follow the South Carolina Department of Transportation Access and Roadside Management Standards, latest edition. For studies of county roads, the district traffic engineer (DTE) shall be the county engineer. The developer shall be responsible for all costs of the required study, roadway improvements and right-of-way acquisition. The traffic impact study shall be included in the application for certificate of compliance or preliminary plat approval.

Traffic Generation Standards

	Land use	Average vehicle trips per day (AVT)
(1)	Residential:	
	Single-family	10.0(per unit)
	Duplex/twin home	8.0 (per side)
	Townhouses, patio homes	8.0 (per unit)

		Multifamily (apartments)	8.0 (per unit)
		Retirement homes	4.0 (per unit)
		Mobile home park	10.0 (per space)
(2)		Nonresidential:	Per 1,000' gross floor area (GFA)
		Retail, freestanding	
		Supermarket	135.3
		Discount store	50.2
		Department store	36.1
		Auto supply	88.8
		Auto dealership	44.3
		Convenience store	577.0
		Retail, shopping center	
		Regional	33.5
		Community	45.9
		Neighborhood	97.0
		Industrial	5.5
		Offices	
		General	11.7
		Medical	63.5
		Governmental	21.0

Research center	9.3
Restaurants	
Quality	56.3
Other sit-down	198.5
Fast food	533.0
Banks	388.0
Hospitals (per staff member)	6.1
Educational (per student)	
College	2.5
Secondary	1.4
Primary	0.6
Commercial	0.8
Libraries	41.8

Other uses to be established by the planning commission, from Quick Response Urban Travel Estimation Techniques, Transportation Research Board, Report No. 187.

(Ord. No. 03-007, § 1, 4-15-03; Ord. No. 2003-069, § 1a, 1-20-04; Ord. No. 2006-025, § 2, 8-15-06; Ord. No. 2011-017, § 1, 7-19-2011)



**ANDERSON
COUNTY**
SOUTH CAROLINA

AGENDA
ANDERSON COUNTY COUNCIL
PUBLIC SAFETY COMMITTEE
Thursday, August 30, 2018 AT 11:45am
HISTORIC COURTHOUSE, 2ND FLOOR
CONFERENCE ROOM
CHAIRMAN S. RAY GRAHAM, PRESIDING

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:

2. Invocation/Pledge of Allegiance:

Mr. Craig Wooten

3. Williamston EMS Contract

Mr. Ray Graham

4. Public Comment:

5. Adjournment:

Members: Chairman Ray Graham
Honorable Ken Waters
Honorable Craig Wooten

**BOARDS, COMMITTEES AND COMMISSIONS
APPLICATION**

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

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

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

Name: Froman, Cheryl A.
Last, First, Middle Initial

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

1. Anderson County Museum Advisory Board
2. _____
3. _____

Physical Address and Mailing Address, if different:

_____ Physical
Same Mailing

Home Phone: _____ Cell Phone: _____

Email: _____ Preferred method of contact: either

County Council District: 33 GED Equivalent: Yes or No

Highest Level of Education: Associate Degree High School Grad: ☒ Yes or No

College Attended: Morehead State Univ. Degree: Ass of Applied Science

Address of College: 150 University Blvd Morehead, KY 40351

Employment History:

COMPANY	POSITION	EMPLOYMENT DATES
Gannett - Independent Mail	Account Exec	June 11, 2018 - present
GSA Business Report	Account Exec	Nov 2016 - June 2018
Gannett - Independent Mail	Account Exec	Dec 2014 - Nov 2016
Procter & Gamble	Account Manager	May 1998 - July 2014
<u>Cheryl A. Froman</u>		<u>8-28-18</u>
Signature of Applicant		Date

Recommendation of Council: _____

RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: ALL

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

1. Name of entity requesting recreation fund appropriation:

CAVALIER ATHLETIC Program (Anderson CAVALIERS)

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$500.00 EA

3. The purpose for which the funds are being requested: COST FOR EQUIPMENT, THE RENT FOR PRACTICE FIELD (AT CIVIC CENTER) GAME FIELD (OLD MERCHANTS FIELD), LIABILITY INSURANCE, LOGISTICS COST OF GETTING TEAM TO GAMES IN (GA, NC, TENN.) ETC. CAVALIERS MAINTAIN A MIDDLE SCHOOL, JV, AND VARSITY FOOTBALL TEAM. NO ONE RECEIVES A SALARY.

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

5. Contact Person: James D. Floyd

Mailing Address: Anderson CAVALIERS, 3300 NORTH. MAIN STREET, Suite D, PMB 132
Anderson SC 29621

Phone Number: 864-642-8588

Email: f14fighter02@yahoo.com

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

NONE

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.

James D. Floyd James D. Floyd 30 AUG 2018
Signature Print Name Date

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

DEPARTMENT OF THE TREASURY

Date: **OCT 07 2016**

CAVALIER ATHLETIC PROGRAM
159 TULLY DRIVE
ANDERSON, SC 29621-0000

Employer Identification Number:
81-1536421
DLN:
26053677006606
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
January 26, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part 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.

Business Entities Online

File, Search, and Retrieve Documents Electronically

CAVALIER ATHLETIC PROGRAM INC.

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 02/08/2016

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: KEITH L. VAN ARSDALE

Address: 159 TULLY DRIVE
ANDERSON, South Carolina 29621

Official Documents On File

Filing Type	Filing Date
Incorporation	02/08/2016



How many grown men do you know that can say, "My high school football coach didn't just tell me about Jesus, he showed me Jesus - by putting food in my belly, clothes on my back, shoes on my feet; AND we won championships."? Athletic programs that can be described that way are very few. The Anderson, SC Cavalier Athletic Program is among the best of its kind.

For 10 years the Cavalier organization has been providing a Christ-centered environment for students to participate in football, cheerleading, flag team, and other activities. Our program is not just a public school alternative or a private club. It is a community of people bridging gaps between all walks of life. It is a missional outreach focused on instilling Christ-like character in the next generation.

There are around 125 young people involved, and as much as 50% of those are from underprivileged homes. There are participants from all 7 districts of Anderson County. No one is turned away just because they can't pay. This program is giving many young people an opportunity to rise above their circumstances.

The Anderson Cavaliers are a full experience opportunity - football, cheerleaders, a flag team show at halftime, a nice home field to play on, buses to away games, and as much equipment as possible. For those who need it, the coaches and program provide food, clothes, physicals, and other expenses. All of this and none of the coaches or staff are paid. Everything is completely volunteer-driven.

The annual cost to operate this non-profit 501(c)(3) organization is about \$50k per year, and the vision is to keep growing, reaching more young people, impacting more families, and providing lifetime value. We're requesting for our County Council members to allocate \$500 each from recreational funds if at all possible.

Funds can be sent to **3300 N Main St Suite D PMB 132, Anderson, SC 29621**. With your help, the Anderson Cavaliers can continue raising up young people to become better citizens and influences to the world around them.

Thank you in advance,

Mark Asbell
Chairman of the Board
Cavalier Athletic Program
864-844-1335

RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: County Council (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 County Humane Society
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$300 - \$500 each
3. The purpose for which the funds are being requested: Annual Fundraiser
FURBALL
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: Stephanie Garrett
Mailing Address: 1606 Chapman Road
Phone Number: 864 934 5600
Email: Stephanie@elderconnect.net
6. Statement as to whether the entity will be providing matching funds:
NO

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.

Stephanie Garrett STEPHANIE GARRETT 8/30/2018
Signature Print Name Date

**Internal Revenue Service
District Director**

Department of the Treasury

**P. O. Box 2508
Cincinnati, OH 45201**

Date: June 29, 1999

Person to Contact:

Dalphone Naegele 31-04012
Customer Service Representative

**Anderson County Humane Society, Inc.
P. O. box 2262
Anderson, SC 29622-2262**

Telephone Number:

877-829-5500

Fax Number:

513-684-5936

Federal Identification Number:

57-0618581

Dear Sir or Madam:

This letter is in response to your telephone call on June 24, 1999, requesting a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in October 1975, granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(1) and 170 (b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

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: Shalom House
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$5,000 total
3. The purpose for which the funds are being requested: To assist in covering expenses for Shalom House 5th Annual Bike Ride to include T-shirts and rest stop snacks. This is one of our major fundraisers during the year. The funds that are netted from the bike ride go to assist covering operational costs of the organization and for scholarships for women who are recovering from drug and alcohol addiction. Thank you so much for your consideration of our request.
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. See attached.
5. Contact Person: Stacey S. Carroll
Mailing Address: 349 Blake Dairy Road, Belton, SC 29627
Phone Number: 864.338.9875
6. Statement as to whether the entity will be providing matching funds: Yes. We will providing any matching funds needed that exceed the amount so graciously donated from County Council members.

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 Stacey S. Carroll Print Name 8/14/18 Date

Business Entities Online

File, Search, and Retrieve Documents Electronically

SHALOM HOUSE MINISTRIES, INC.

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 04/24/1997

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: STACEY S RIDDLEY

Address: 701 EAST RIVER ST
ANDERSON, South Carolina 29624

Official Documents On File

Filing Type	Filing Date
Incorporation	04/24/1997


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: Anderson County Parks Dept.
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$2250
3. The purpose for which the funds are being requested: Parker Bowie Sports Complex- local match for PARD grant for ADA parking and assessable route improvements
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
5. Contact Person: Matt Schell
Mailing Address: PO Box 8002, Anderson, SC 29622
Phone Number: 864-231-7275
Email: mschell@andersoncountysc.org
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.

	/	<u>MATTHEW SCHELL</u>	<u>8/27/18</u>
Signature		Print Name	Date

Business Entities Online

File, Search, and Retrieve Documents Electronically

WLS Foundation

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 10/31/2017

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: Patrick Elswick

Address: 241 Pebble Brook Lane
Belton, South Carolina 29627

Official Documents On File

Filing Type	Filing Date
Articles of Incorporation	10/31/2017
501(c)(3) Attachment	10/31/2017

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: 3 and 7

Megan Rainey, Megan Rainey 8/30/18
Signature Print Name Date



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

Oct 27, 2017

Anderson County School District Two
Terri Martin
10990 BELTON HONEA PATH HWY
HONEA PATH, SC 296549506

RE: Exemption Confirmation

Charity Public ID: P27179

Dear Terri Martin :

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

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

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

Sincerely,

Kimberly S. Wickersham
Director, Division of Public Charities