



**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  
REGULAR MEETING  
October 2, 2018 at 6:30 PM  
Anderson County Courthouse – Fourth Floor  
100 South Main Street  
Chairman Tommy Dunn, Presiding**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Mr. Craig Wooten
3. **APPROVAL OF MINUTES:** September 18, 2018
4. **CITIZENS COMMENTS:** Agenda Matters
5. **CHAMBER OF COMMERCE PRESENTATION ON HOSPITALITY TAX:**  
(allotted 15 minutes)
6. **CHAMBER OF COMMERCE PRESENTATION ON ALCOHOL SALES ON SUNDAY:** (allotted 15 minutes)
7. **ORDINANCE THIRD 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 Element Materials Technology Hartford, Inc. ("The Company") 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.  
**PUBLIC HEARING-NO TIME LIMITS** Mr. Burriss 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. 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) **PUBLIC HEARING-NO TIME LIMITS**  
Mr. Burriss Nelson (allotted 5 minutes)
8. **ORDINANCE SECOND READING:**
  - a. **2018-035:** an ordinance authorizing the lease of a portion of the Anderson Sports and Entertainment Center consisting of approximately .75 acre of Tax Parcel No. 122-00-01-001 to Duke Energy Carolinas, LLC for location of an energy storage system. Mr. Rusty Burns (allotted 5 minutes)
  - b. **2018-041:** an ordinance approving the sale of approximately 4.04 acres pf property owned by Anderson County, South Carolina and located near the Southwest corner of Orange Way and Martin Road to One World Technologies, Inc.  
Mr. Rusty Burns (allotted 5 minutes)
  - c. **2018-044:** an ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010) of Anderson and Greenville Counties so to enlarge the park. (Project Avocado) Mr. Burriss Nelson (allotted 5 minutes)

9. **ORDINANCE FIRST READING:**
  - a. **2018-026:** an ordinance amending the zoning map to rezone +/- 3.86 acres from R-A (Residential- Agricultural) to R-M1 (Mixed Residential District) at 1226 Massey Rd.  
Mr. Jeff Parkey (allotted 5 minutes)
10. **RESOLUTIONS:** none
11. **ROAD ACCEPTANCE INTO THE COUNTY INVENTORY:**  
Wild Hickory Circle
12. **DISTRICT PAVING FUNDS:** Mr. Rusty Burns (allotted 5 minutes)
13. **EXECUTIVE SESSION:** Legal Advice regarding Iva sewer matter
14. **APPOINTMENTS:**  
Museum Advisory Board- D7
15. **REQUESTS BY COUNCIL:** All Districts (14 minutes)  
Crescent Elite Shooters- All Districts
16. **ADMINISTRATORS REPORT:** (Allotted 2 minutes)
  - a. Sheriff's Report
17. **CITIZENS COMMENTS:**
18. **REMARKS FROM COUNCIL:**
19. **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.

State of South Carolina    )  
County   of       Anderson    )

ANDERSON COUNTY COUNCIL  
SPECIAL PRESENTATION MEETING  
SEPTEMBER 18, 2018

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

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
LACEY CROEGAERT

1 TOMMY DUNN: At this time I'd like to call  
2 the Special Presentation part of Anderson County  
3 Council meeting of September 18th to order.  
4 Appreciate everybody coming out tonight. Sorry for  
5 any inconvenience. As y'all know we had an elevator  
6 safety issue at the courthouse. So until further  
7 notice we'll be making arrangements here and I  
8 appreciate the staff and all for getting on this and  
9 making this as suitable for Council meeting as best  
10 as possible. We don't know how long it'll be out.  
11 We hope it will be sooner than later. We'll take the  
12 time to get it fixed.

13 So at this time we'll move on with Resolutions  
14 and Proclamations (a) it'll be R2018-049. Be from  
15 all Council, Ms. Wilson be presenting it. Ms.  
16 Wilson.

17 CINDY WILSON: Thank you, Mr. Chairman.  
18 This is a real pleasure to do this one. THIS IS A  
19 RESOLUTION TO HONOR AND RECOGNIZE HOLT HOPKINS FOR  
20 HIS DEDICATED SERVICE TO ANDERSON COUNTY AND MOST  
21 RECENT DISTINCTION AS THE OUTSTANDING PUBLIC WORKS  
22 MANAGER OF THE YEAR AND OTHER MATTERS RELATED  
23 THERETO.

24 **WHEREAS**, Holt Hopkins began his career with  
25 Anderson County in 1997 as the Roads and Bridges  
26 manager with the responsibility of overseeing the  
27 overall operations of the Roads and Bridges  
28 Department; and

29 **WHEREAS**, in 1999 Holt became the Public Works  
30 Director taking on the role of managing the overall  
31 operations for the Public Works Division and the  
32 management of the Roads and Bridges, and Engineering  
33 Departments; and

34 **WHEREAS**, in 2009 Holt became the Deputy County  
35 Administrator and Public Works Director. He is  
36 currently responsible for the overall county  
37 operations and procedures and managing the 11 Public  
38 Works departments; and

39 **WHEREAS**, in 2016 Holt assumed control of Paws  
40 Animal Shelter which became the 11th department of  
41 the Public Works Department. Holt immediately began  
42 restructuring the management at the shelter. He  
43 coordinated with the council to update ordinances to  
44 ensure animals were receiving proper care, initiated  
45 a plan to help build a better budget and organized  
46 better resources needed by the staff to provide  
47 appropriate care to the animals and he appointed a  
48 new director and veterinarian. Because of the  
49 success of the changes implemented at Paws it is now  
50 the largest no-kill shelter in the Upstate of South

1 Carolina; and

2 **WHEREAS**, on August 16, 2018 at the Statewide  
3 APWA Conference, the South Carolina Chapter of the  
4 American Public Works Association named Holt Hopkins  
5 as the Outstanding Public Works Manager of the Year.  
6 This award is given to the Public Works Manager who  
7 demonstrates outstanding initiative, innovations, and  
8 improvements while providing the best qualities of  
9 leadership and management; and

10 **WHEREAS**, Anderson County Council and the  
11 residents of Anderson County are pleased to recognize  
12 Holt Hopkins who passionately serves our community,  
13 county and state. We are appreciative of your  
14 dedication and personal commitment to the future of  
15 Anderson County.

16 **RESOLVED** in meeting duly assembled this 18th day  
17 of September, 2018.

18 And may I put that in the form of a motion, Mr.  
19 Chairman.

20 TOMMY DUNN: Yes, you may. We have a  
21 motion. We have a second?

22 TOM ALLEN: Second.

23 TOMMY DUNN: Second by Mr. Waters. Any  
24 discussion?

25 CINDY WILSON: I think we have a large  
26 group of family and employees. It's a good thing  
27 we're at the Civic Center to honor Holt today.

28 TOMMY DUNN: Mr. Allen.

29 TOM ALLEN: Yeah, I just wanted to add  
30 my compliments to Mr. Hopkins for the work that he's  
31 done. And I can tell you this; everything I've asked  
32 for, he's been very responsive on. And I'm  
33 especially proud of the way he's handled the animal  
34 shelter down there. And along with Dr. Sanders  
35 they've done a tremendous job down there and are one  
36 of the no-kill shelters in the state now. It's an  
37 amazing operation. And I think Holt deserves a lot  
38 of credit for that, too. So I thank you, Holt, for  
39 the work you did there. That's all, Mr. Chairman.

40 TOMMY DUNN: Anyone else? I'd just  
41 like to say I've know Mr. Hopkins and his family a  
42 long time. And I appreciate the job he's done. A  
43 few things that stand out in my mind. The big part  
44 in the animal shelter and the turn around and getting  
45 headed right. And I know the employees, the staff,  
46 the county, Council, even the animals really  
47 appreciate what you've done down there.

48 One thing that stands out in my mind I really  
49 appreciate what Mr. Hopkins has done. When this  
50 Council first come on, going on coming close now to

1 about ten years ago, finishing up, we had some  
2 turmoil; we was in a bind; we needed an interim  
3 administrator. Some people messed up and put the  
4 cart before the horse. And I really appreciate Mr.  
5 Hopkins stepping up that night and taking the reigns  
6 and holding things in the county together so we could  
7 see a little bit better light. We went through some  
8 rough times and some highlights during that. And  
9 Holt weathered it. I think it worked real good. Mr.  
10 Burns and I think they're a good team. Sometimes a  
11 good cop, bad cop. And I think Mr. Hopkins gets a  
12 little bit blamed and sometimes don't deserve some of  
13 the stuff he has to do. But I really do appreciate  
14 the job that Mr. Hopkins has done. And one thing,  
15 nothing against Tony Owens, he's a friend of mine,  
16 but he hired Matt Hogan. I think Matt's an  
17 outstanding addition to the county and just go on and  
18 on. And I think he's brought the Roads and Bridges  
19 department up to today's standards. And I think we  
20 take a backseat to nobody on that. Professionalism  
21 and what they try to do. And talking about when Holt  
22 first come there and today, it's the difference  
23 between night and day. And we really do appreciate  
24 what all he's done for the county. And like I said,  
25 he's always one to step up and do things. Got a lot  
26 of -- been around a good while and got a lot of  
27 insights about stuff about how to handle the  
28 situations, storms and stuff. Been around and  
29 handling. Really do appreciate what he's done and  
30 continues to do. So, thank you very much, Mr.  
31 Hopkins and your family and what y'all done. Anyone  
32 else? If not, hearing none, we'll have a vote. All  
33 in favor of the motion show of hands. Show the  
34 motion carries unanimously.

35 **(PRESENTATION OF RESOLUTION)**

36 TOMMY DUNN: That concludes our part of  
37 the presentation here tonight. We'll be adjourned --  
38 I'm sorry.

39 HOLT HOPKINS: I just want each and every  
40 one of y'all to know I thank you. I would like to  
41 thank Mr. Burns because the animal shelter thing  
42 couldn't have happened without y'all's trust and  
43 support in what we did down there. And I've also  
44 really got to thank the staff, of course, but I'd  
45 like to thank Greg and Megan because they were there  
46 the first day we walked in without a clue what to do  
47 and they stayed by my side to help me figure it out.

48 TOMMY DUNN: It's a team effort in  
49 Anderson County and we appreciate what everybody  
50 does.

1       We'll adjourn and meet back here for the start of  
2 regular Council meeting at 6:30.

3

4       **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:09 P.M.)**

5

State of South Carolina    )  
County   of       Anderson    )

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
SEPTEMBER 18, 2018

IN ATTENDANCE:  
TOMMY DUNN, CHAIRMAN  
KEN WATERS  
CRAIG WOOTEN  
RAY GRAHAM  
GRACIE FLOYD  
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 September the 18th, 2018 to order. Like to welcome  
4 everyone here tonight. Thank you for coming. Hard  
5 as it may be, we might be having to have the meeting  
6 out here, but it's a safety issue. And getting  
7 people in and out of the Court House, we have an  
8 elevator down. Making do. Appreciate the staff  
9 getting on this as quick as they did. Everybody  
10 working involved and making this happen.

11 Moving on at this time, ask Ms. Floyd if she'd  
12 lead us in Invocation and Pledge of Allegiance. If  
13 we'd all rise, please.

14 **(INVOCATION AND PLEDGE OF ALLEGIANCE BY GRACIE FLOYD)**

15 TOMMY DUNN: At this time are there any  
16 corrections or changes to be made to the September  
17 4th Regular County Council meeting? Hearing none, we  
18 have a motion to move forward?

19 CINDY WILSON: May I move to accept the  
20 minutes as presented?

21 RAY GRAHAM: Second.

22 TOMMY DUNN: Motion Ms. Wilson to  
23 accept the minutes as submitted. Mr. Graham seconds  
24 it. All in favor of the motion show of hands. All  
25 opposed like sign. Show the motion carries  
26 unanimously.

27 Moving on to Citizens Comments. As Mr. Harmon  
28 calls your name, please again state your name and  
29 District for the record. You got three minutes. And  
30 please keep matters on agenda items only this first  
31 go around. Mr. Harmon.

32 LEON HARMON: Mr. Chairman, first  
33 speaker is Frank Pressly.

34 FRANK PRESSLY: I want to speak on a  
35 couple of items here. First of all, number Item 7(b)  
36 which is asking for rezoning of a property on  
37 Crestview Road. I think that the Council should  
38 disapprove this. The project has tentatively been  
39 named Preston Place. And I think that the climate in  
40 this county right now with anything named Preston is  
41 a little bit dark.

42 Item number 8(b). This is part of the sale of  
43 some property from the county to a company that is a  
44 for profit company. Not sure what the county rules  
45 are regarding selling off county property but that's  
46 something I'd be interested in hearing from Mr.  
47 Burns.

48 Item number 8(d) Special issuance providing for  
49 the issuance of bonds in the amount of twenty-eight  
50 million dollars. I'd be interested in hearing from

1 Ms. Davis about what this money's going to be spent  
2 for.

3 Resolution number 9, says a resolution approving  
4 the development agreement with Peach Properties. If  
5 you look at your agenda packet, you are not in fact  
6 approving the development agreement, you're approving  
7 Mr. Burns to negotiate for that agreement. So read  
8 carefully what the fine print is in that, because  
9 you're not approving that project, you're approving  
10 Mr. Burns to negotiate that project.

11 I have some questions about Item number 10, but  
12 we'll speak to that after the meeting.

13 Thank you, sir.

14 TOMMY DUNN: Mr. Harmon.

15 LEON HARMON: Next speaker is Elizabeth  
16 Fant.

17 ELIZABETH FANT: I have several concerns as  
18 well, but since there are public hearings on one or  
19 two of those, I'll address them then.

20 I, too, have questions about number 9, the  
21 resolution. I read through the supporting literature  
22 and it really is -- it doesn't tell you much of  
23 anything. It just says that you've got an agreement  
24 to have an agreement with the properties and they're  
25 going to do something on the County Square, but we  
26 really don't know what that's going to be. It could  
27 be office space. It could be family dwellings. It  
28 could be some commercial. And all of that. I was  
29 really hoping that that space would remain empty and  
30 that it would become green space. There's hardly  
31 anything downtown that's green space any more. We  
32 have the Wren Park which is really nice. And across  
33 from the Bailes building we have the electric wheel  
34 from Electric City and a grassy area there. But  
35 we're becoming nothing but pavement downtown.

36 I went to Greer last night for a meeting and  
37 Greer has a nice city park and there's areas that  
38 their office buildings -- not office but city  
39 buildings -- have nice grassy areas outside. We're  
40 fast becoming a New York City with nothing but  
41 pavement and buildings. And I was really so hoping  
42 that we would not develop this area at all. Whatever  
43 they do there is going to need parking and I don't  
44 know what you're going to do for parking because your  
45 sewer people already use all of that up and down.  
46 Council people use the first row to park, unless  
47 you're lucky enough to get here in time to get one of  
48 the two in front of the Court House. It's really  
49 going to put a crunch on parking spaces downtown. So  
50 I would like you all to totally rethink it, even

1     though this is nothing but a resolution at this time.  
2     I was very hoping that we would put nothing up there  
3     except green space. Maybe picnic tables, maybe some  
4     nice trees, maybe places for people that want to have  
5     their lunch downtown. We need more green space  
6     downtown.

7             TOMMY DUNN:             Mr. Harmon.

8             LEON HARMON:          No one else is signed up,  
9     Mr. Chairman.

10            TOMMY DUNN:            Thank you, Mr. Harmon.

11            Moving on to Item number 5, Emergency  
12     Preparation. Ms. Floyd.

13            GRACIE FLOYD:         I had the extreme pleasure  
14     last week of working with the Emergency Preparedness  
15     folks. I have worked with them several times in the  
16     past. This wasn't my first rodeo. I worked with  
17     them several times in the past. But this time it was  
18     just remarkable. And I wanted to make sure that you  
19     folks know what happened there.

20            First of all, we have a new person who is heading  
21     that department. His name is David Baker. Mr. Baker  
22     and I have been working on other things all through.  
23     But this was different. From the beginning, from the  
24     incept (verbatim) of what happened or what was going  
25     to happen, he was on the ball. He had a meeting  
26     every single day, including Sunday, to make sure that  
27     the people of this county was ready. I worked --  
28     excuse me for saying I, but yes, I did -- I worked in  
29     the District 2 -- that's my area -- Mr. Baker gave me  
30     the water that I needed. And we went over to the  
31     senior citizens homes that we knew of and we passed  
32     out the water. It was really funny, kind of cute,  
33     because I saw one lady and I called her and asked her  
34     was she prepared and she said no. Did you have any  
35     water? She said no. So I gave her some water. She  
36     called the lady that she saw out there walking along  
37     and then they called somebody else. So it was really  
38     fun to see this. We found a man who was sitting on  
39     the front porch who was not ready. He told me that  
40     somebody was supposed to have brought him some water  
41     yesterday, back then, yesterday. They didn't. But  
42     that was okay. All we needed was to find somebody  
43     who could lift it out of my trunk and we gave it to  
44     him. When we left there, we went over to Susan and  
45     Booker Street and we knocked on doors because they  
46     have a flooding problem over there. They had one.  
47     They had one a couple of years ago. And Holt Hopkins  
48     and I cleared that up. But this was going to be a  
49     different kind of storm, so Holt and I went over  
50     there -- no Holt -- I and the community leader went

1 knocking door to door and we talked to most everybody  
2 who answered the door. Those who needed water, those  
3 who had no preparation or what.

4 And then the funny thing that we did -- and I've  
5 done this several times before -- we went over to  
6 Homeland Park and we passed out a flier that was made  
7 by one of the ladies in Emergency Preparedness with  
8 phone numbers on it. Did you all get one with phone  
9 numbers on it for everything. Who to call when.  
10 What to call when. Where to go when. We stood in  
11 the middle of the street and we passed them out to  
12 any car that came by. Ninety-five percent of the  
13 people took them. Of course, you have your people  
14 who wouldn't, but that's fine. Ninety-five percent  
15 of the people that we saw took it. Then we went home  
16 and we started calling churches to make the pastors  
17 of these churches aware that we thought it would be a  
18 good idea if they would talk with their people in the  
19 church and make sure that their seniors were being  
20 taken care of. After that, we went back up to the  
21 Emergency Preparedness Center.

22 The next day I explained to Mr. David Baker that  
23 I found a ninety-six year old female living by  
24 herself and she didn't have a phone. Mr. Baker was  
25 very, very encouraging to her and to me. He told me  
26 that I will have a phone for her by that afternoon.  
27 And sure enough, that afternoon somebody from the  
28 Emergency Preparedness -- wish I could remember names  
29 better than I do -- but brought the phone over to my  
30 house and we took it to the lady so she could have a  
31 phone if need be. We talked to people about trees.

32 It was hard work and I fell in bed exhausted.  
33 But we were there. We were there. They were there.  
34 We have one of the most effective Emergency  
35 Preparedness systems that I have seen in a long time.  
36 I was proud and privileged to be accepted by them. I  
37 was proud and very pleased to be able to help the  
38 people in my district and I am so pleased with Mr.  
39 Baker and his staff. Wish I could name them for you,  
40 but if you see him, please give them a pat on the  
41 back. Let them know that we thank him and we do  
42 appreciate all that he did -- that he and his staff  
43 did to help us get prepared. Thank you.

44 TOMMY DUNN: Moving on Ordinance Third  
45 Reading 6(a) 2018-014 an ordinance to amend an  
46 agreement for the development of a Joint County  
47 Industrial and Business park (2010 Park) of Anderson  
48 and Greenville Counties so as to enlarge the park.

49 Mr. Nelson, would you like to say a few words  
50 before we have public hearing about this?

1 BURRISS NELSON: Yes, sir. Be happy to.  
2 Mr. Chairman, this is a project that we're in  
3 cooperation with the city of Anderson in the  
4 development of some property along -- we refer to  
5 this as Project Ferguson -- along Main Street in  
6 front of City Hall. There are a number of vacant  
7 buildings there that also includes -- this will also  
8 include the Palmetto building, really on Murray  
9 Avenue. For the most part these are the most  
10 dilapidated buildings along Main Street. This is a  
11 redevelopment project. Currently those are in the  
12 TIF, Tax Increment Financing District. They generate  
13 no tax income for Anderson County. And the city uses  
14 those dollars that come in for redevelopment of those  
15 properties for infrastructure development.

16 This will be a two million -- initial two million  
17 dollar investment over a six year period. Tax income  
18 will actually begin by 2024 and it will continue to  
19 grow as the development grows and those facilities  
20 are filled with clients and with some residential has  
21 been discussed. But it is a cooperative project with  
22 the city of Anderson and Anderson County Economic  
23 Development Advisory Board. And staff brings this as  
24 a recommendation for your consideration.

25 TOMMY DUNN: Thank you, Mr. Nelson. At  
26 this time we'll have a public hearing on this.  
27 Anyone wishing to speak to this, please step forward  
28 state your name and district and address the Chair,  
29 please. Public hearing. Anyone at all? Seeing and  
30 hearing none, public hearing will be closed. We have  
31 a motion?

32 KEN WATERS: So moved.

33 CINDY WILSON: So moved.

34 TOMMY DUNN: Motion Ms. Wilson, second  
35 Mr. Waters. Now any discussion?

36 GRACIE FLOYD: Yes.

37 TOMMY DUNN: Ms. Floyd.

38 GRACIE FLOYD: Mr. Burns, is this the  
39 building -- I'm getting different messages here now.  
40 I was told that this was the downtown hotel that's  
41 going to move there? And you mentioned him to build  
42 it.

43 BURRISS NELSON: This is for Ferguson  
44 project. Accommodation is the hotel project. This  
45 is a little further down on our list.

46 GRACIE FLOYD: Okay. I know we have  
47 three on here for downtown. But is this -- this is  
48 not the hotel?

49 BURRISS NELSON: That's right. It's not.

50 GRACIE FLOYD: Could you please tell us

1     what this is? Because I wrote down when I talked  
2     about this yesterday, I wrote downtown hotel here,  
3     but it's not.

4             BURRISS NELSON: Well, that could have  
5     confused you when we were talking about that. The  
6     Ferguson project is about the buildings that really  
7     started on the corner of Market Street, on the south  
8     side of South Main and go all the way down through  
9     the Glenn Pharmacy. It goes all the way down Murph's  
10    Grill, ??, all those buildings that are directly  
11    across from City Hall and the police station.

12            GRACIE FLOYD: It used to be an old hotel  
13    years ago. Is that the property?

14            BURRISS NELSON: I think you're correct. I  
15    think it might have been a hotel many years ago.

16            GRACIE FLOYD: Okay. All right. Okay.  
17    Thank you.

18            TOMMY DUNN: Anyone else? All in favor  
19    of the motion show of hands. Show the motion carries  
20    unanimously.

21            Moving on to Item 6(b). This is also a public  
22    hearing. 2018-031 a third supplemental ordinance  
23    providing for the issuance and sale of Anderson  
24    County, South Carolina Solid Waste System Revenue  
25    Bonds, Series 2018, in the Aggregate Principal amount  
26    not exceeding \$2,800,000 fixing the form and certain  
27    details of the bonds; authorizing the Chairman of the  
28    County Council, the County Administrator and the  
29    Finance Director to determine certain matters  
30    relating to the bonds; providing certain payment of  
31    the bonds and the disposition of the proceeds  
32    thereof. Ms. Davis, would you mind just tweaking  
33    this a little bit before we go into a public hearing.  
34    Just speaking on this just for a little bit, just for  
35    the folks.

36            RITA DAVIS: Yes, sir. This came from  
37    the Planning and Public Works Committee with a  
38    unanimous vote. It's for two million three hundred  
39    fifty thousand to expand the Starr C&D Landfill,  
40    three hundred seventy-five thousand for the bailer.

41            TOMMY DUNN: And I stand corrected. I  
42    said twenty-eight million. But it's two point eight  
43    million. I'd correct that.

44            RITA DAVIS: Yes, sir.

45            TOMMY DUNN: Anything else?

46            RITA DAVIS: Well, yes, just wanted to  
47    remind you Mr. Smith is the solid waste fund, they're  
48    currently at this moment just rolling off 4/1/2019  
49    and this is coming on the books. It's a little bit  
50    less. So, of course, we're look at the debt coverage



1 and we feel confident that his fund will be paying  
2 this back.

3 TOMMY DUNN: Thank you, Ms. Davis. Now  
4 we'll go into a public hearing. Anyone wishing to  
5 speak to this matter, please step forward, state your  
6 name and district and address the Chair.

7 FRANK PRESSLY: Frank Pressly, District 4.  
8 Mr. Chairman, I have serious concerns about this  
9 supplemental ordinance, particularly when the power  
10 of the County Council as a whole is usurped by the  
11 authorization of certain details, certain matters,  
12 certain payments, and distribution -- disposition of  
13 the proceeds thereof fall on yourself, Mr. Burns, and  
14 Mr. Carroll. I'm not sure that taking the power of  
15 the Council and reducing it down to three people is a  
16 good public policy. But I have serious concerns  
17 about this and other items in the agenda that don't  
18 exactly reflect what the back story is. They ask  
19 Council to approve something, but they're not really  
20 disapproving or approving that item. They are  
21 approving or disapproving somebody to negotiate for  
22 the item or some other variance of that. So I think  
23 the agenda should probably reflect what the actual  
24 back story is on this. And as I said, my concerns  
25 are that we are usurping the power of the County  
26 Council and reducing it down to the decision made by  
27 three people.

28 TOMMY DUNN: Anyone else? Seeing and  
29 hearing none, public hearing will be closed. We have  
30 a motion to move this forward?

31 RAY GRAHAM: So moved.

32 CINDY WILSON: So moved.

33 TOMMY DUNN: Motion Mr. Graham, second  
34 Ms. Wilson. Any discussion?

35 GRACIE FLOYD: Yes.

36 TOMMY DUNN: Ms. Floyd.

37 GRACIE FLOYD: Okay. What I want to know  
38 and we've got to spend two million -- well, we're  
39 going to float a bond for two million eight hundred  
40 thousand dollars for the solid waste system. But in  
41 next year, next year, we're going to pay off a bond,  
42 Ms. Davis, am I correct?

43 RITA DAVIS: That is correct.

44 GRACIE FLOYD: We're going to pay off a  
45 bond?

46 RITA DAVIS: That is correct.

47 GRACIE FLOYD: Okay. If we're going to  
48 -- if we have already had one, and we get that paid  
49 off next year, why are we doing another one now?

50 RITA DAVIS: To expand the Starr C&D

1 Landfill. Its life is limited. And also to get a  
2 new baler for the MRF. It's on its last leg, it's  
3 about a hundred and sixty thousand, I believe, to  
4 repair. It's like fifteen years old, so he needs to  
5 replace that. So we're borrowing money so he can  
6 accomplish those two goals.

7 GRACIE FLOYD: Okay. Now how long will  
8 this one last us? This bond?

9 RITA DAVIS: Fifteen.

10 GRACIE FLOYD: Fifteen years?

11 RITA DAVIS: Yes, ma'am. Oh, I beg  
12 your pardon. I'm thinking about the SSRC. This is  
13 ten years. And I put an amortization schedule in the  
14 folder for you regarding this new debt. It's on top  
15 there, yes, ma'am.

16 GRACIE FLOYD: All right. We haven't had  
17 time to -- I haven't had time to look at that. That  
18 just got here.

19 RITA DAVIS: Yes, ma'am.

20 GRACIE FLOYD: Yeah.

21 RITA DAVIS: It's about three hundred  
22 thirty-seven thousand annual debt service.

23 GRACIE FLOYD: Okay.

24 RITA DAVIS: And that's a project that  
25 is needed.

26 GRACIE FLOYD: And it's going to be for  
27 ten years, right?

28 RITA DAVIS: Yes, ma'am.

29 GRACIE FLOYD: Okay. Thank you.

30 RITA DAVIS: Yes, ma'am.

31 TOMMY DUNN: Anyone else? Call for the  
32 vote. All in favor of the motion show of hands.  
33 Show the motion carries unanimously.

34 Moving on to Item number 6(c) 2018-033 an  
35 ordinance authorizing the execution of an  
36 Infrastructure Credit Agreement among Anderson  
37 County, South Carolina, the City of Anderson, South  
38 Carolina, J.B. Ferguson Properties, LLC and Estate  
39 Planning Consultants, Inc. This is the same project  
40 we just voted on a few minutes ago, if I'm not  
41 mistaken.

42 BURRISS NELSON: Yes, sir.

43 TOMMY DUNN: And this will be going  
44 into a public hearing. Put the thing in motion.  
45 Anyone want to speak to this, please step forward and  
46 state your name and district and address the Chair,  
47 please.

48 ELIZABETH FANT: Okay. I just spoke with  
49 Burriess Nelson and I understand that 6(a) and 6(c)  
50 are connected. From what I understand, 6(c), the



1 Ferguson property is what this is encompassing, is  
2 the area which is already the Palmetto Building --  
3 you know that was an old mill at one time and it was  
4 an office building. Most of the windows got broken  
5 out. They didn't have much of a residency when they  
6 had renovated it. And also the properties down the  
7 road there, the beer place, I guess that's the  
8 building where they used to -- can't think of the  
9 name of it, it's still one there -- and also the  
10 glass place. If that's true, then I really don't  
11 understand how you can have a business park. I  
12 thought a business park was somewhere else. I'm just  
13 really confused about that. That's the first thing.

14 And the second thing is, something is going on in  
15 Anderson downtown and I really haven't gotten my  
16 finger on what it is. But we got all this stuff  
17 that's going on, development down there. You got  
18 people wanting to put up office buildings. I  
19 understand we want to do something with the old  
20 Bailes place. They say it could be mixed use,  
21 commercial, office space, maybe condos, whatever.  
22 Then we've got this hotel.

23 There's not enough downtown to support all this.  
24 The one place that I know of that kind of has office  
25 space available is almost across from the hamburger  
26 place -- Uptown Lounge. Almost catty-corner from  
27 that is a building that has two stories, up top and  
28 then a basement where people can rent a room,  
29 basically, for office space. And it's not on a high  
30 demand. You have multiple empty spaces downtown.  
31 You have where the Avenue of Oaks Antique place was  
32 and then the building right next door to it that was  
33 renovated probably five or six years ago, like three  
34 or four stories and it's a nice building and we've  
35 had no grabbers.

36 Basically downtown Anderson is the County  
37 functions, the old courthouse, the new courthouse,  
38 the jail, the city management place, the police  
39 department, probably twelve lawyers, four or five  
40 eating places -- three that are pretty good -- ???,  
41 Meeting Place, J Peters. And we've got umpteen other  
42 ones that have tried to go in that have failed.  
43 There's not enough parking places already for just  
44 the eating places. And when people have to go to  
45 court and they've got to have a place to park. And  
46 most people do not want to park in the high rise  
47 parking thing. So I don't know what it is that's --  
48 somebody knows something -- if they know something  
49 that I don't know, I wish that they would convey it  
50 to me, because I don't see the need for all this new

1 stuff. I know what it does. If you change a  
2 building that's not paying any taxes and they  
3 renovate it, even if you give them a fee in lieu of  
4 or you give them time enough, you know, to do that,  
5 and then eventually it does produce tax money. But  
6 you look around town and you see all these strip  
7 shopping malls that once people thought, yeah, we  
8 needed them, we needed them; and half of those are  
9 empty. So I just don't know what the need is here  
10 and I just can't fathom -- again that's on another  
11 item -- but a hotel downtown. Unless you're getting  
12 married and you're going to go to the Bleckley event  
13 place across the street to have your rehearsal dinner  
14 or your thing and then your family members in town  
15 want a place to stay without driving somewhere else.  
16 You go up Clemson Boulevard and you've got all these  
17 hotels that are nice there near the Cookout place.  
18 You've got two or three that are really nice hotels  
19 there. Then you go up to the interchange, 40 and 41  
20 -- what is that interchange there? Can't think of  
21 that number, anyway the one going up to Clemson and  
22 you've got five or six really nice hotels there. If  
23 anybody's coming to Anderson County, they're  
24 basically going to the game. They're not coming  
25 downtown. I don't see the need and I think you're  
26 going to double up on the transportation problem and  
27 on the parking problem and that's what killed  
28 Anderson from the get-go. When we had Burners and we  
29 had Looking Glass and we had Vogue and we had McCalls  
30 and we had the ?? House. The only thing left  
31 downtown that is at all commercial is Phil's Jewelers  
32 and it's going to do business no matter what when  
33 people want to buy a diamond ring. And the Kitchen  
34 Emporium which is down on the other end and  
35 Ionosphere. There's no place to park. I don't  
36 understand.

37 TOMMY DUNN: Anyone else? Hearing  
38 none, public hearing will be closed. We have a  
39 motion to move this forward?  
40 CINDY WILSON: So moved.  
41 RAY GRAHAM: So moved.  
42 TOMMY DUNN: Motion Ms. Wilson, second  
43 Mr. Graham. Any discussion?  
44 GRACIE FLOYD: Yes.  
45 CINDY WILSON: May I?  
46 TOMMY DUNN: Ms. Floyd.  
47 GRACIE FLOYD: Thank you. Ms. Davis,  
48 would you come back up, please.  
49 TOMMY DUNN: Ms. Davis.  
50 RITA DAVIS: Yes, ma'am.

1 GRACIE FLOYD: Ms. Davis, now, this one  
2 goes along with 6(a) and 6(c), right?  
3 RITA DAVIS: 6(a) is Mr. Burriss's ---  
4 GRACIE FLOYD: Oh, maybe I should have  
5 called Mr. Burriss. Mr. Burriss, please excuse me.  
6 Ms. Davis, I apologize. Mr. Burriss, this is 6(a)  
7 and 6(c), right?  
8 BURRISS NELSON: Yes, ma'am.  
9 GRACIE FLOYD: Now, what's the difference  
10 between the two, in laymen's language.  
11 BURRISS NELSON: Well, 6(c) is the  
12 incentive ordinance that we have to pass for them to  
13 be able to receive the discounted county property  
14 over a period of time. It's a type of fee in lieu of  
15 taxes. An incentive. And we reduce the property tax  
16 until they get it up and running and operational.  
17 Taxes generate business there that will generate  
18 income and subsequently generate property tax.  
19 The first one, (a) puts it in (BREAK IN TAPE)  
20 referred to and it's basically a legal fiction but it  
21 puts it into a county industrial park. It's a multi-  
22 county industrial park and it's a state statute. This  
23 state statute allows for a number of state concentrers,  
24 but the county has to give permission for that to be  
25 included in this particular statute and that's an  
26 ordinance also. So we include that so we can receive  
27 any additional state benefits that might be available  
28 to it. This really is a courtesy.  
29 GRACIE FLOYD: Okay now. The hotel has  
30 nothing to do with (a) nor (c). Am I correct?  
31 BURRISS NELSON: That's correct.  
32 GRACIE FLOYD: Nothing to do with it.  
33 BURRISS NELSON: That's correct.  
34 GRACIE FLOYD: Okay. All right. Good.  
35 I thank you.  
36 BURRISS NELSON: Yes, ma'am.  
37 TOMMY DUNN: Anymore discussion?  
38 CINDY WILSON: May I?  
39 TOMMY DUNN: Ms. Wilson.  
40 CINDY WILSON: Just quickly pointing out  
41 that in the last few weeks there have been a number  
42 of announcements downtown. One was 201 North Main  
43 Street, the big bank building, West Point Pepperell  
44 Corporate office is moving there with fifteen  
45 employees from Clemson, so that's really a nice  
46 addition to downtown. And there's a lot of other  
47 activities going on. So when people come downtown  
48 and take risks and put their money up, I think it's  
49 very important to track it close, but it looks like  
50 things are starting to turn around downtown.

1 Thank you.

2 TOMMY DUNN: Thank you, Ms. Wilson.

3 All in favor of the motion show of hands. All  
4 opposed like sign. Show the motion carries  
5 unanimously.

6 Moving on to Item 6(d) 2018-034 an ordinance  
7 authorizing the extension of the term under that  
8 certain lease agreement by and between Anderson  
9 County, South Carolina and BMW Manufacturing Co. LLC  
10 dated as of September 1, 1998; the amendment of such  
11 lease agreement to reflect such extension. Mr.  
12 Nelson, you mind speaking to this before we go into  
13 public hearing?

14 BURRISS NELSON: Yes, sir. Be happy to.  
15 These are properties, particular piece of equipment,  
16 really tools, that BMW has placed in companies like  
17 Mergon, Plastic Omnium, and several others across the  
18 county. There are millions of dollars worth of tools  
19 and we collect property tax on those. They are  
20 covered by a statewide BMW multi-county BMW fee in  
21 lieu of taxes agreement. And so each county charges  
22 its own millage, and there's an agreement that is  
23 statewide with BMW. And we're merely extending that  
24 agreement for the equipment that they have in  
25 Anderson County and we're collecting the property tax  
26 on it.

27 TOMMY DUNN: Thank you, Mr. Nelson.  
28 Appreciate it. At this time we'll go into a public  
29 hearing on that. Anyone wishing to speak to this,  
30 please step forward and state your name and district  
31 and address the Chair, please. Anyone at all?  
32 Seeing and hearing none, public hearing will be  
33 closed. We have a motion to move this forward?

34 KEN WATERS: So moved.

35 TOMMY DUNN: Motion Mr. Graham. Second  
36 Mr. Allen. Any discussion? Hearing none, motion --  
37 vote on the motion. All in favor, opposed like sign.  
38 Show the motion carries unanimously.

39 Moving on now to item 6(e) 2018-037 an ordinance  
40 authorizing the execution of an Infrastructure Credit  
41 Agreement among Anderson County, Project  
42 Accommodation, and the City of Anderson, South  
43 Carolina. Mr. Nelson, again, would you like to speak  
44 on this?

45 BURRISS NELSON: Yes, sir. Thank you, Mr.  
46 Chairman, members of Council. This is another  
47 project where we are in collaboration with the city.  
48 This is a hotel project. And this particular project  
49 will be generating an investment of approximately  
50 twelve million dollars. That investment will supply

1 a property tax in the first year to the county, as it  
2 proceeds through the certificate of occupancy, of  
3 approximately fifty-two thousand in tax dollars.  
4 That would include schools. And then the city would  
5 receive approximately seventeen thousand. Over a  
6 thirty year period the county would receive -- now  
7 this is property that is not taxable today. It's in  
8 the TIF. It's also parking lot that belongs to the  
9 city. We have no taxing authority over that. But  
10 after thirty years the county will receive three  
11 point four six eight million in taxes and the city  
12 would receive one point one five six million in  
13 taxes.

14 TOMMY DUNN: Thank you, Mr. Nelson.  
15 We're going into a public hearing now. Anyone  
16 wishing to speak to this, please step forward and  
17 state your name and district and address the Chair,  
18 please. Anyone at all?

19 ELIZABETH FANT: I guess basically  
20 everything I have to say tonight is really an  
21 extension of the same problem. I laminated something  
22 out of the Anderson magazine that had Anderson County  
23 Economic Development announcements from January 2009  
24 to 2017. You may have read that at some point.  
25 That's great. Because all of those things brought in  
26 jobs and each one of them lists how many jobs  
27 supposedly and how much money development,  
28 supposedly. You know we never know about that fee in  
29 lieu of whether we really are getting what we say  
30 we're getting. But on the map so many of them are  
31 like Orion Rug and on 81, up that stretch, a few  
32 others are clustered together. But basically we  
33 don't ever see anything going on down in the Starr-  
34 Iva area except for the toilet paper people. And  
35 also on the Belton Anderson Highway and in Belton  
36 going out towards Honea Path. It's all kind of  
37 conglomerated in the same area. We need to be  
38 looking out for infrastructure on 85. We're not  
39 using it. I think years ago when Ms. Cindy was on  
40 she tried to get them to put in sewer and support on  
41 85 and that fell on deaf ears. But we got that whole  
42 area there that's virgin territory that if we had  
43 sewer and water and power close enough to get it, we  
44 could really be adding. And that's all Anderson  
45 County.

46 But I guess my concern is that when we keep  
47 adding so much downtown, I don't know how the  
48 infrastructure can handle it. I mean, we've got Wren  
49 Park because the Belk building was downtown. There  
50 was a store next to it. The walls of that store fell

1 in. Do you remember that? Nobody remembers that?  
2 Okay. And Belk, likewise closed because the area was  
3 not strong enough structural-wise to put up a new  
4 building there. And that's how we got Wren Park. So  
5 if you're talking about adding a whole bunch of  
6 buildings, including a hotel downtown, that's got to  
7 have some pretty strong steel roots into the ground  
8 to hold it up. I hope it's not going to be one of  
9 these -- and I don't mean this to sound bad, but it  
10 is what it is -- a podunk Motel 6 type of  
11 construction. You're going to put that hotel right  
12 down there next to already some old buildings on that  
13 street. The rest of it is going in the back on our  
14 nice historical cobblestones that will be torn up.  
15 And that hotel, the swimming pool and parking thing  
16 is going to be right smack dab almost on top of the  
17 Church Street park that we just got finished.

18 I'm worried about the infrastructure. I'm  
19 worried about having enough sewer and water  
20 facilities. I'm worried about what that's already  
21 going to do to downtown. When we had a development  
22 downtown a few years back, maybe ten years, maybe  
23 before that even, where they put in the yellow ramp  
24 stuff, where you come up a corner, you know, so  
25 handicap people like myself can get up. And they did  
26 an awful lot to downtown Anderson because Anderson  
27 was so torn up for so long, there were good  
28 businesses there that closed. One that I used to go  
29 to a lot was the Town House Restaurant that had been  
30 there for years and had some of the best food in  
31 Anderson and the best service and best decor and the  
32 best everything. They couldn't handle it. All that  
33 construction was killing their business. And I also  
34 understand that businesses downtown are struggling  
35 because the city taxes are so high. That's one  
36 reason the Town House went out.

37 So I'm for open air spaces and I know that once  
38 you take up a piece of land and you put something on  
39 it, you just about never get it back to a piece of  
40 land. And you're stuck with whatever you get,  
41 whether it be a strip -- parking strip malls or a  
42 venture that folds and then it's an eyesore. I just  
43 have real concerns about all this together. And I  
44 know it's economic development. And I know economic  
45 development brings in money. And if you have more  
46 money, you spend more money.

47 But I had Ms. Davis hunt up some time back, and I  
48 don't have it with me so I can't quote it exactly,  
49 but I had her hunt up how many employees we had in  
50 2008 and what the county budget was in 2008. And



1 then what it was last year, the county employees  
2 number and what the budget is now. And I mean to  
3 tell you that we've added a whole lot of people. And  
4 the budget, the amount that we're spending has  
5 skyrocketed. So what that's telling me is the stuff  
6 that we're doing -- what we're doing is we turn  
7 around and we're hiring other employees, adding to  
8 our budget, so the taxpayers never get a break  
9 because we keep just adding stuff. But we're not  
10 looking out for the infrastructure. I don't see  
11 anything in our budget really that's planning for  
12 replacement of pipes, replacement of sewer, and the  
13 additional infrastructure that's needed when you  
14 start having these developments where you add a  
15 hundred and forty houses within two miles. That's  
16 not good.

17 And Anderson, to me, is just such a quaint,  
18 wonderful town that has an ambiance, has friendly  
19 people, has old buildings, has charm. I hope y'all  
20 are not trying to recreate us to something like a  
21 Greenville, which we're not. But Council needs to  
22 make a trip to Greer and they need to go and see what  
23 Greer is doing and how they are funding and how the  
24 little shops and stuff that they're doing downtown.  
25 That's what we need more of in Anderson. We don't  
26 need all this other stuff.

27 TOMMY DUNN: Anyone else?

28 STAN WELCH: Yes, please. My name is  
29 Stan Welch. I'm from District 6 or 7. We're never  
30 sure. I vote at White Plains if that tells you  
31 anything. And I do vote ---

32 TOMMY DUNN: Once or twice?

33 STAN WELCH: I like to go early and I  
34 like to go vote. It's hot in that building. When I  
35 was a much younger man, my father had a job in  
36 Greenville. And during my Christmas leave from the  
37 Citadel I came up and worked with him. He was  
38 training in motel management and it was in  
39 Greenville. At 7:30 at night you could lay down in  
40 the streets in Greenville and not worry about getting  
41 run over. That town went down with the sun. It was  
42 dead. It was a ghost town. Now, because people with  
43 vision took chances and attracted investment,  
44 Greenville is one of the premier destinations in the  
45 Southeast. I'm not saying Anderson is never going to  
46 be that. I don't want it to be. But it could be a  
47 lot more than it is now. If you're traveling through  
48 downtown Anderson, you're seeing abandoned buildings  
49 and boarded up windows, you're really not thinking,  
50 you know, I'd like to bring my family here. I'd like

1 to put my -- I'd like to invest my money here. If  
2 you are, you're a fool. If boarded up windows make  
3 you think I need to invest in this town, you're  
4 crazy.

5 If we've got some people who are willing to  
6 invest in this town and who require a little  
7 incentive help from the city and the county  
8 government, I'm all in favor of it. As to the  
9 infrastructure issue, I live in the White Plains  
10 area. We do not consider ourselves downtown  
11 Anderson. But to get to downtown Anderson, I have to  
12 drive past between two and three billion dollars in  
13 capital investment and industrial development. And  
14 the infrastructure is there for that. TTI employs  
15 about eight hundred people. I'm pretty sure they're  
16 not running on septic tanks. So infrastructure is  
17 being built where it's needed. Yes, there's more  
18 that needs to be done. And I hope that this Council  
19 and future Councils will find ways to do those  
20 things. The money that was squandered on  
21 infrastructure ten years ago is not being squandered  
22 now and you can see the difference in Anderson  
23 County. Thank you for your time.

24 TOMMY DUNN: Anyone else? Hearing  
25 none, public hearing will be closed. At this time we  
26 have a motion to move this forward?

27 TOM ALLEN: So moved.

28 CINDY WILSON: So moved.

29 TOMMY DUNN: Motion Mr. Allen, second  
30 Ms. Wilson. Any discussion?

31 GRACIE FLOYD: Yes.

32 CINDY WILSON: May I?

33 CRAIG WOOTEN: Mr. Chairman.

34 TOMMY DUNN: Mr. Wooten.

35 CRAIG WOOTEN: I wanted to speak to this  
36 because I was the Chairman of the Sewer Ad Hoc  
37 Committee last year and we came with a unanimous  
38 recommendation to full Council. Full Council then  
39 actually adopted that recommendation. And I talked  
40 to Derrick Singleton this morning. We have  
41 implemented a comprehensive sewer expansion to every  
42 exit on I-85. And it's being implemented right now  
43 and so it will be a total overhaul. There will not  
44 be an exit that will not have any sewer service. So  
45 we've taken the lead on that. I think they'll pay  
46 dividends in the long run.

47 As for some of the Economic Development comments,  
48 there's a couple things that confuse me. People say  
49 well you don't need to approve anything like that  
50 because it's going to fail. Or people say well we



1 already have too many things like that; you shouldn't  
2 have approved another. That troubles me from a  
3 political philosophy standpoint because I don't look  
4 at what the business is and decide whether or not I  
5 think it's going to succeed or fail. That's not our  
6 job. Our job is to say is it legal? Is this person  
7 entitled to do it? Does it put any kind of strain --  
8 an infrastructure strain which I think is legit. But  
9 I mean, I don't say we're not going to approve a  
10 McDonalds because there's already two more McDonalds  
11 in town. Well, that's that business person's risk  
12 that they're going to take and they may succeed or  
13 they may fail. If we get to the topics of trying to  
14 decide who succeeds and who fails, we'll go down a  
15 very slippery sloop. I don't do a world economic  
16 outlook on power tools when I look at whether or not  
17 TTI wants to invest. I would assume that they're  
18 experts in that.

19 And I'll be quite honest in my personal life, I  
20 see things being built all the time I don't think  
21 will work out. And a lot of times I'm corrected and  
22 they work out wonderfully. And things that I think  
23 would succeed end up failing. I think from our  
24 standpoint, you know, this is -- the city project  
25 brought a lot of animosity; some of it I think is  
26 confusion. It's the city's property. It's not ours.  
27 The only thing that they have proposed to us is a way  
28 to take a non-taxable property and allow us to gain  
29 tax revenue. And I feel like it's incumbent upon us  
30 as County Council to make the best deal that we can  
31 for county citizens as the county. I see things  
32 going on at the State House all the time I would do  
33 differently, but I wasn't elected to the State House.  
34 I would like to go tell the city to do things  
35 differently sometimes. But I'm not elected to the  
36 city. We can only negotiate what is in our purview  
37 and I feel like what's in our purview is reasonable.  
38 Would I do these projects personally? I don't know,  
39 I don't have the money nor the expertise to do them.  
40 But I feel like we're stepping over into other areas  
41 that we don't have control over. And we shouldn't be  
42 in the job of selecting who we think would succeed or  
43 fail, as much as just trying to provide an economic  
44 environment where people are willing to take risks.  
45 Those are my comments.

46 TOMMY DUNN: Thank you, Mr. Wooten.  
47 Ms. Floyd.

48 GRACIE FLOYD: The -- I have been wary  
49 about this property for the longest. No, I'm not --  
50 I have never said anything about who's going to fail

1 and who's going to be successful. I don't think  
2 that's the problem. Who's failing and who's  
3 successful. Okay? The problem is, what are we doing  
4 to our citizens? Let's not forget, we are a small  
5 town. We are not one of the largest towns where we  
6 have space. Downtown Anderson is really landlocked  
7 and we keep building there. Yes, I am worried about  
8 the infrastructure. Especially with that old hotel  
9 going to be revised. You know, how is the sewer  
10 system in that site? We don't know. It has been  
11 empty for so long I don't think anybody has turned on  
12 any water or flushed anything. But when we do, will  
13 that infrastructure lend itself to being something  
14 that we can continue to use without digging holes and  
15 putting down more.

16 I'm worried about the parking. When you go  
17 downtown, if you eat at J Peters, and I do, because I  
18 love their salads, do you know you don't have any  
19 place to park as it is? And that's going to take up  
20 some of the parking space that you can park in the  
21 back of the place. But that's another story. I  
22 worried about the other businesses there. We've got  
23 a hotel there already. Did we give the other hotel  
24 fee in lieu of? Did we -- not we, but the people who  
25 are responsible -- did they give him the same kind of  
26 money, the same kind of exceptions like they're going  
27 to give this hotel people? I'm worried about Mellow  
28 Mushroom. They use that property behind them a lot  
29 for overflow customers. Where are they going to go?  
30 I worry about the people on Benson Street. We just  
31 had a new business go in there. Now what's going to  
32 happen to them? They have a back door that can be  
33 used. But if we're going to put a parking space back  
34 there, then what?

35 This hotel is supposed to have a parking deck, a  
36 swimming pool and a car deck. Oh, I said that twice.  
37 A parking deck, a swimming pool, plus the hotel. How  
38 are they going to squeeze all of that into that  
39 little thing. And how much has the city wasted  
40 putting that little park in the back of that, if  
41 that's going to be demolished or moved over, too. I  
42 was told by people who know that it's going to take  
43 at least fifty guests a night to keep that place  
44 going. That hotel going. What's happening downtown  
45 where we have fifty people needing to spend the night  
46 down there or anywhere else in Anderson. The -- I  
47 worry about the crowdedness. I worry about the  
48 packing and everything else.

49 Now I have heard many times since this thing came  
50 up that, oh, no, it's not us; it's the city. No,

1     it's us. It's us. The city asked us to come in  
2     because they needed us. So we will have to accept  
3     some of the responsibility. You can't just say, oh,  
4     I don't work for the city, I don't do -- you -- when  
5     we sit up here and vote to let this thing happen,  
6     each one of us is going to have to be responsible for  
7     accepting some of the mess that's going to happen  
8     downtown.

9     Remember when they were fixing the room upstairs,  
10    across the street it used to be a hamburger place  
11    right there one time. And the Cigar Bar came in and  
12    they were fixing the Cigar Bar and Chiquola Club  
13    above the Cigar Bar. Y'all remember that? We had  
14    people complaining like crazy. The place was called  
15    Maggie's. I think it was Maggie's Hamburger Place.  
16    They were complaining. Town House was complaining.  
17    Everybody was complaining that the businesses were  
18    going down because they had no parking space and all  
19    that stuff from the other side of the street. Well,  
20    that's the cost of progress. But if you think they  
21    complained about that little space, what do you think  
22    they're going to do when the hotel -- it is going to  
23    disrupt everything. We will be just as responsible.  
24    The County will be just as responsible. I advise you  
25    -- I hope that you will kind of think thirty years  
26    from now we will be getting three point four million  
27    dollars. Is that why we're doing this? For thirty  
28    years from now? Thirty years from now some of us  
29    might not even be here. They're going to get the  
30    bulk of the money, but we'll have to wait for thirty  
31    years. Thirty years it won't even be there because  
32    we will have more people in Anderson. Do you know  
33    that we're already at two hundred thousand people in  
34    Anderson County? Do you know that? It's going to be  
35    more. It's going to be more.

36    I disagree with the whole thing. I don't think  
37    it was well thought out. I think that we are looking  
38    at money rather than looking out for our people.

39    Now, it was said that it could have gone on  
40    Belton Highway. Lord, God, we need a hotel there.  
41    You know we need a hotel on Belton Highway. These  
42    people go all the way to Greenville for the tennis  
43    tournaments when they come. We need one there. But  
44    no, we're going to stick it downtown. Why?

45    Thank you.

46    TOMMY DUNN: I make a motion to extend  
47    the time five more minutes. Second Ms. Wilson. All  
48    in favor of extending the time five minutes show of  
49    hands. All opposed like sign. Show the motion  
50    carries. Ms. Wilson.

1 CINDY WILSON: Thank you. It's  
2 instructive to realize what is the county's  
3 jurisdiction and what is the city's jurisdiction and  
4 where we go with our questions. Tonight, I'm not  
5 particularly impressed with the location of the  
6 hotel, but our job is the incentive package. And the  
7 infrastructure bonds that are on our agenda tonight  
8 are I guess around twenty-eight -- well more than  
9 thirty million dollars for infrastructure. Two point  
10 eight for solid waste for the C&D landfill down in  
11 Starr and a piece of equipment for the MRF. And then  
12 we have twenty-eight point three or four million that  
13 we're voting on in bond form tonight for our sewer  
14 infrastructure. And as Mr. Wooten pointed out it  
15 should put the county in good order, particularly  
16 along the interstate and some of the really bad  
17 messes that were put in before. So that's my two  
18 cents worth tonight.

19 TOMMY DUNN: Thank you, Ms. Wilson.  
20 Anyone else? All in favor of the motion show of  
21 hands. All opposed like sign. Show the motion  
22 carries with Mr. Waters, Mr. Allen, Mr. Dunn, Mr.  
23 Graham, Mr. Wooten, Ms. Wilson in favor and Ms. Floyd  
24 opposes.

25 Moving on to Item number 6(f) 2018-038 an  
26 ordinance to amend an agreement for the development  
27 of a Joint County Industrial and Business Park (2010  
28 Park) of Anderson and Greenville Counties so as  
29 enlarge the park. Mr. Nelson, would you mind  
30 speaking to this just before we go into public  
31 hearing?

32 BURRISS NELSON: Yes, sir. Thank you, Mr.  
33 Chairman and members of Council. This is adding that  
34 particular property that we just discussed for the  
35 hotel project, Project Accommodation, to the multi-  
36 county industrial park agreement that we have in ???  
37 (someone coughing). We bring recommendation from  
38 staff and from the Economic Development Advisory  
39 Board for your consideration.

40 TOMMY DUNN: Thank you, Mr. Nelson.  
41 We'll be going into a public hearing. Anyone wishing  
42 to speak to this please step forward, state your name  
43 and district and address the Chair, please. Anyone  
44 at all? Seeing and hearing none, public hearing will  
45 be closed. We have a motion to move this forward?

46 KEN WATERS: So moved.

47 CINDY WILSON: Second.

48 TOMMY DUNN: Motion Mr. Waters, second  
49 Ms. Wilson. Any discussion?

50 GRACIE FLOYD: Yes.

1 TOMMY DUNN: Ms. Floyd.  
2 GRACIE FLOYD: Mr. Burriss, can you come  
3 back up? Now, you mentioned something about -- if  
4 I'm on the right one, 2018-038?  
5 BURRISS NELSON: Yes, ma'am.  
6 GRACIE FLOYD: Okay. Now you mentioned  
7 something about this part of the hotel downtown as  
8 well.  
9 BURRISS NELSON: This is the hotel project  
10 that we're collaborating with the city and the  
11 parking lot that is adjacent to or near the Mellow  
12 Mushroom that you just discussed.  
13 GRACIE FLOYD: Okay. Well, you know  
14 something is wrong because when I talked to somebody  
15 -- was it you yesterday -- and I asked about this.  
16 And you told me it was -- I asked what type  
17 businesses would be going in this park and you told  
18 me metal testing, MTS services, ?? company.  
19 BURRISS NELSON: That's later in the  
20 project. That's a different -- that's a different  
21 project. This is -- Accommodations is the hotel.  
22 GRACIE FLOYD: Okay, all right. So when  
23 you told me yesterday that when I asked the question  
24 what type of business would be going in the joint  
25 county industrial and business park, you told me  
26 metal testings. That's not right; right?  
27 BURRISS NELSON: It's later in -- it's down  
28 in ---  
29 LEON HARMON: It's section 7, Mr.  
30 Nelson.  
31 BURRISS NELSON: 7(a)? 7(c) is that  
32 particular project.  
33 GRACIE FLOYD: Mr. Burriss? I'm sure you  
34 told me (BREAK IN TAPE) metal testing, MPF, and I  
35 wrote it right at the top of each one of the things  
36 we talked about. I wrote it right there.  
37 BURRISS NELSON: Well, I apologize at this  
38 point if I made an error, and I do apologize.  
39 GRACIE FLOYD: So this is for the  
40 business park. I mean this is for the hotel thing as  
41 well.  
42 BURRISS NELSON: Yes, ma'am. Every project  
43 that we have that has any incentive will go in, as  
44 well as having an ordinance will also have an  
45 additional ordinance to place it in the park so it  
46 can receive the state incentives that are available  
47 to them. So usually we'll have at least two  
48 ordinances with every economic development project.  
49 One is for the company's incentive. The other one is  
50 for the multi-county park agreement. And it's just

1 adding an amendment to the current agreement. It has  
2 many amendments to it with many projects going into  
3 that one ordinance that we did in 2010.

4 GRACIE FLOYD: All right.

5 BURRISS NELSON: With your permission and  
6 the Chairman's permission, when we were talking about  
7 tax dollars that will be generated by the hotel  
8 project, the three point four million to the county,  
9 that's over a thirty year period.

10 GRACIE FLOYD: Over a thirty year period.

11 BURRISS NELSON: So that tax is every year,  
12 seventy-fifty to us, fifty or sixty thousand dollars  
13 a year. In later years it gets to be an even higher  
14 amount because of the ---

15 GRACIE FLOYD: Well, it was presented as  
16 in thirty years we would be at three point four  
17 million dollars. There was no explanation that it  
18 was going to be in increments.

19 BURRISS NELSON: That's right. Over a  
20 thirty year period.

21 GRACIE FLOYD: Okay. But still this  
22 project here. All right. I don't have the -- I have  
23 the correct information now, but all right. I thank  
24 you.

25 BURRISS NELSON: Yes, ma'am. Thank you.

26 TOMMY DUNN: Anyone else? Hearing  
27 none, all in favor of the motion show of hands. All  
28 opposed like sign. Show the motion carries with Mr.  
29 Waters, Mr. Allen, Mr. Dunn, Mr. Graham, Mr. Wooten,  
30 and Ms. Wilson in favor. Ms. Floyd opposes.

31 Moving on to Second Reading Item number 7(a)  
32 2018-036 an ordinance authorizing the execution and  
33 delivery of a Fee in Lieu of Tax and Special Source  
34 Revenue Credit Agreement by and between Anderson,  
35 South Carolina and a Company or Companies known to  
36 the County at this time as Project 20180430 with  
37 respect to certain economic development property in  
38 the County, whereby such property will be subject to  
39 certain payments in lieu of Certain Special Source  
40 Credits. Mr. Nelson, you mind speaking to this  
41 again? I know you done it last week.

42 BURRISS NELSON: Thank you, Mr. Chairman,  
43 Members of Council, this is a metal testing company  
44 that will be investing six point two million dollars  
45 and creating thirty-one jobs with an average pay of  
46 twenty-three eighty-one. Total annual payroll of one  
47 point four million dollars. They will pay --  
48 currently the property where this -- and they're  
49 building a new building -- they pay, property tax was  
50 thirty-four hundred dollars last year. And the

1 projected taxes first year when the project is up and  
2 running is sixty-nine thousand five hundred eighty-  
3 one, almost seventy thousand. Over twenty years, the  
4 projected taxes will -- which will be paid  
5 incrementally -- but over the twenty years, one point  
6 two million. First year community total impact, a  
7 little over fifteen million dollars and twenty year  
8 community impact two hundred and sixty-one million  
9 dollars. This project is brought to you with  
10 recommendation from the Economic Development Advisory  
11 Board and the Economic Development staff.

12 Thank you, sir.

13 TOMMY DUNN: Thank you, Mr. Nelson. We  
14 have a motion to move this forward?

15 KEN WATERS: So moved.

16 TOM ALLEN: Second.

17 TOMMY DUNN: Motion Mr. Waters, second  
18 Mr. Allen. Any discussion? All in favor of the  
19 motion show of hands. All opposed like sign. Show  
20 the motion carries.

21 Moving on to Item 7(b) 2018-039 an ordinance to  
22 amend the zoning map to rezone +/- 72.28 acres from  
23 PD (Planned Development) to IZOD (Innovative Zoning  
24 District) at Crestview Road, Harriett Circle and  
25 Midway Road. Dr. Parkey, you want to speak to this  
26 at all? This will be second reading.

27 JEFF PARKEY: Mr. Chair, just quickly,  
28 two things to point out. The applicant has included  
29 in their statement of intent that additional right-  
30 of-way that they had previously proposed. And  
31 secondly the applicant indicated to us that a name  
32 change is underway for the project and revised  
33 statement of intent will be -- will include that  
34 before third reading. Thank you.

35 TOMMY DUNN: Thank you, Dr. Parkey. We  
36 have a motion to move this forward?

37 KEN WATERS: So moved.

38 TOMMY DUNN: Motion Mr. Waters. We  
39 have a second?

40 CRAIG WOOTEN: Second.

41 TOMMY DUNN: Second Mr. Wooten. Any  
42 discussion?

43 GRACIE FLOYD: Yes.

44 TOMMY DUNN: Mr. Wooten.

45 CRAIG WOOTEN: Yes, I do want to clarify  
46 because I know it was a citizen's question before.  
47 The developer is changing the name to this  
48 development. I don't know that they publicly  
49 released that yet but it will not the original name  
50 that was proposed.



1           Also, they came through with their guarantee on  
2 the right-of-way that they've offered to the county  
3 to allow for better traffic. One of the things I  
4 said to Dr. Parkey personally and his staff, Mr.  
5 Burns and Mr. Hopkins, is I would like to go to the  
6 county to the ANATS committee. I would hopefully  
7 like try to get a letter of recommendation from this  
8 Council to Chairman Brian White that any means  
9 possible that we can prioritize spending at that  
10 intersection on that road, we know a quality  
11 development is coming. We know there are a lot of  
12 people there. We know that intersection is  
13 troublesome. We know that the owners and the  
14 developer have given us land to expand. Anything  
15 that we can do to try to prioritize that I'd be in  
16 total support of and I'd appreciate any help on that.  
17 But that would be our challenge moving forward. And  
18 there are concerns that myself and Ms. Wilson have  
19 expressed in trying to make that happen.

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

22           GRACIE FLOYD:       Mr. Wooten, I -- Mr.  
23 Wooten?

24           CRAIG WOOTEN:       Wait a minute, please.  
25 Mr. Wooten, did you receive some phone calls from  
26 folks about this same thing ---

27           ?????:               Can't hear you.

28           GRACIE FLOYD:       Well, I can't get to the  
29 mike because I can't see it.

30           CRAIG WOOTEN:       Well, she's asking whether  
31 or not I received phone calls. I haven't.

32           GRACIE FLOYD:       You received not a one?

33           CRAIG WOOTEN:       No, ma'am. Not since last  
34 meeting.

35           GRACIE FLOYD:       All right. Okay. All  
36 right. Because I received three. One of them I gave  
37 them your phone number. One of them I gave them your  
38 phone number.

39           CRAIG WOOTEN:       One gentleman referenced  
40 the project in conjunction with two other projects.  
41 But I guess I was thinking that you were saying about  
42 the name change.

43           GRACIE FLOYD:       No.

44           CRAIG WOOTEN:       Not the name change.

45           GRACIE FLOYD:       The name change is a new  
46 thing. That just came up tonight. But the other  
47 one, you know, at the last meeting we talked about it  
48 and I told you that some of the things that the  
49 people said they're going to do that we had the same  
50 kinds of things and that community out there turned



1 it down; they didn't want it. And I asked you did  
2 you talk to the people out there and you told me you  
3 had. And I told you I would yield to you. But that  
4 doesn't seem to be the case in a lot of them; the  
5 ones that have called. And I just think that maybe  
6 you being the County Council person up there, maybe  
7 you need to go back and talk and see what the issues  
8 are because that was your district. And I would not  
9 accept the question and the why and the what for  
10 about the whole thing. Okay?

11 CRAIG WOOTEN: Okay.

12 GRACIE FLOYD: Yeah. So you might want  
13 to go back and revisit that because I don't think  
14 they like it so much. Thank you.

15 TOMMY DUNN: Anyone else? Then all in  
16 favor of the motion show of hands. All opposed like  
17 sign. Show the motion carries with Mr. Waters, Mr.  
18 Allen, Mr. Dunn, Mr. Graham, Mr. Wooten, and Ms.  
19 Wilson in favor and Ms. Floyd opposes.

20 Moving on to Item number 8(b) 2018-040 -- I'm  
21 sorry 7(b). I'm on 7(c). I'm sorry. I'll get it  
22 right. Work with me. 7(c) 2018-040 an ordinance to  
23 amend an agreement for the development of a Joint  
24 County Industrial and Business Park (2010 Park) of  
25 Anderson and Greenville Counties as to enlarge the  
26 park. Mr. Nelson, would you like to speak to this?  
27 The previous ---

28 BURRISS NELSON: It's just that. We're  
29 just adding them to the multi-county park agreement  
30 for the state incentives that they might be able to  
31 receive.

32 TOMMY DUNN: Thank you. We have a  
33 motion to move this?

34 CRAIG WOOTEN: So moved.

35 CINDY WILSON: Second.

36 TOMMY DUNN: Motion Mr. Wooten, second  
37 Mr. Graham. Any discussion? All in favor of the  
38 motion show of hands. All opposed. Show the motion  
39 carries with Mr. Waters, Mr. Allen, Mr. Dunn, Mr.  
40 Graham, Mr. Wooten and Ms. Wilson in favor. Ms.  
41 Floyd opposes.

42 Now moving on to 8(a).

43 KEN WATERS: Mr. Chairman, I would like  
44 to recuse myself from this next one because I have a  
45 conflict of interest.

46 TOMMY DUNN: Okay. Thank you, Mr.  
47 Waters.

48 Moving on to 8(a) Ordinance First Reading, 8(a)  
49 2018-035 an ordinance authorizing the lease of a  
50 portion of the Anderson Sports and Entertainment

1 Center consisting of approximately .75 acres of Tax  
2 Parcel No. 122-00-01-001 to Duke Energy Carolina, LLC  
3 for location of an energy storage system. Mr. Burns,  
4 you like to speak to this matter?

5 RUSTY BURNS: Mr. Dunn, we've been  
6 working with Duke Energy and as you know this is a  
7 shelter, designator emergency shelter. They will be  
8 placing an emergency battery supply in the rear of  
9 this building which can be used in case of an  
10 electrical failure in our area. Ms. Emily DeRoberts  
11 with Duke Energy is here tonight if you would like to  
12 ask her any questions. This will not cost us  
13 anything. I think it is a win for our Civic Center  
14 and for our county.

15 TOMMY DUNN: Thank you, Mr. Burns. We  
16 have a motion to move this forward?

17 CINDY WILSON: So moved.

18 TOM ALLEN: Second.

19 TOMMY DUNN: Motion Ms. Wilson, second  
20 Mr. Graham. Any discussion?

21 CRAIG WOOTEN: Real quick, I remember ---

22 TOMMY DUNN: Mr. Wooten.

23 CRAIG WOOTEN: --- sitting on this  
24 committee. I had a lot of questions about this  
25 coming into it, but the thing I was impressed by was  
26 we're giving up county land for a project of Duke  
27 Energy. What are we getting in return? We're trying  
28 to advocate for the taxpayers. And this solar and  
29 energy pack they want to put here, I mean it's a  
30 value of like eight million dollars, which far  
31 exceeds anything that we're putting into it. But I  
32 just wanted to clarify that because when you see us  
33 go into partnerships you want to make sure that we're  
34 advocating for who we're supposed to. And it's an  
35 overwhelming benefit. If we were to try to go do  
36 this ourselves, we wouldn't be able to do it. And  
37 because they are doing this with us, we'll be able to  
38 give an emergency response center at a higher level.

39 TOMMY DUNN: Thank you, Mr. Wooten.  
40 Mr. Graham.

41 RAY GRAHAM: I just want to comment on  
42 that as well. Definitely want to commend Duke Energy  
43 with their investment and partnership with us on  
44 this. This will be a tremendous benefit when it  
45 comes to public safety. We were very fortunate and  
46 blessed this past week with the storm coming through.  
47 We had a lot of planning in place. Duke Energy was  
48 definitely at every meeting with us as a partner to  
49 ensure our citizens was going to be taken care in a  
50 safe environment. And in the event we would have

1 needed a shelter, naturally the Civic Center would  
2 have been the place for that. And then this exact  
3 project here is going to be a tremendous benefit  
4 further down the road. So we definitely want to  
5 thank Duke Energy for their investment in Anderson  
6 County. And again, I think it will definitely be an  
7 excellent opportunity for Anderson moving forward.  
8 Thank you.

9 TOMMY DUNN: Thank you. Anyone else?  
10 All in favor of the motion show of hands. All  
11 opposed like sign. Show the motion carries  
12 unanimously. Mr. Carroll brings a -- let the record  
13 show Mr. Waters recused himself. Ms. DeRoberts,  
14 appreciate you coming out. I know you've had a busy  
15 week. We appreciate all y'all do for us. Thank you.

16 EMILY DEROBERTS: Thank you.

17 TOMMY DUNN: Moving on now to Item  
18 number 8(b) 2018-041 an ordinance approving the sale  
19 of approximately 4.04 acres of property owned by  
20 Anderson County, South Carolina and located near the  
21 Southwest corner of Orange Way and Martin Road to One  
22 World Technologies, Inc. You want Mr. Burriss to  
23 take this?

24 RUSTY BURNS: I've got it, Mr. Dunn.  
25 Mr. Dunn, this is property the county acquired while  
26 we were doing the TTI project primarily for road  
27 construction. We purchased that property. Now TTI  
28 is requesting to purchase that property. We've had  
29 that property appraised. Off the top of my head I  
30 believe it's a hundred and fifty-five thousand  
31 dollars. That money would go back to Anderson  
32 County. What they intend to do there is to put  
33 another facility which I think will be a great  
34 benefit to Anderson County. It will be on the tax  
35 books and it will not receive any incentive.

36 TOMMY DUNN: Thank you, Mr. Burns. We  
37 have a motion to move this forward?

38 CINDY WILSON: So moved.

39 KEN WATERS: So moved.

40 TOMMY DUNN: Motion Ms. Wilson, second  
41 Mr. Waters. Any discussion?

42 GRACIE FLOYD: Mr. Dunn.

43 TOMMY DUNN: Ms. Floyd.

44 GRACIE FLOYD: I'm sorry, not Mr. Dunn,  
45 Mr. ---

46 RUSTY BURNS: Yes, ma'am.

47 GRACIE FLOYD: You said a hundred and  
48 fifty-five thousand?

49 RUSTY BURNS: Yes, ma'am.

50 GRACIE FLOYD: Yesterday you told me it

1 was a hundred a sixty-five thousand.  
2 RUSTY BURNS: I misspoke. It's a  
3 hundred and fifty-five thousand dollars off the top  
4 of my head. And that's the appraisal price that we  
5 had done by an outside appraiser.  
6 GRACIE FLOYD: So it's not a hundred and  
7 sixty?  
8 RUSTY BURNS: A hundred and fifty-five.  
9 GRACIE FLOYD: Hundred and fifty-five.  
10 Okay.  
11 TOMMY DUNN: Anyone else? All in favor  
12 of the motion show of hands. All opposed like sign.  
13 Show the motion carries unanimously.  
14 Moving on to Item number 8(c) 2018-042 a Master  
15 Bond Ordinance to provide for the issuance and sale  
16 of Special Resource Revenue Bonds of Anderson County,  
17 South Carolina. Ms. Rita, would you mind speaking to  
18 this?  
19 RITA DAVIS: Yes, Mr. Chairman, I'd be  
20 happy to. As you see, the one that you just  
21 discussed, 042 and 043 kind of go in tandem. They  
22 work together. The one that's under discussion now  
23 042 is the master bond ordinance. It controls the  
24 documents and the sale of the bonds that 043 is  
25 talking about specifically. In addition it covers  
26 future bond documents, any other financing, any  
27 refunding. It talks about the covenants of the bond.  
28 So it basically is the umbrella, the master bond  
29 ordinance that covers any SSR ?? that we do in the  
30 future, including the refunding of the four that are  
31 currently outstanding.  
32 TOMMY DUNN: Thank you, Ms. Davis. We  
33 have a motion to move this forward?  
34 CINDY WILSON: So moved.  
35 KEN WATERS: So moved.  
36 TOMMY DUNN: Motion Ms. Wilson, second  
37 Mr. Waters. Any discussion?  
38 GRACIE FLOYD: Yes.  
39 CINDY WILSON: May I quickly?  
40 TOMMY DUNN: Ms. Wilson. I mean, Ms.  
41 Floyd and then Ms. Wilson.  
42 GRACIE FLOYD: Ms. Davis.  
43 RITA DAVIS: Yes, ma'am.  
44 GRACIE FLOYD: Could you please tell the  
45 taxpayers what this bond ordinance will do? Why are  
46 we floating this bond? And what will the money go  
47 toward. I think they would like to know that.  
48 RITA DAVIS: Yes, ma'am. As we stated  
49 this master is covering the securing of the bonds and  
50 so forth. Now, when we talk about 2018-043, which is

1 the actual ordinance itself, we're talking about the  
2 projects that Mr. Wooten's Sewer Ad Hoc Committee --  
3 he was Chairman of that Ad Hoc committee -- that's  
4 the three projects that was approved. It's Well  
5 Pine, that was two million four hundred twenty-eight  
6 thousand five hundred, we're estimating. You have  
7 the Six and Twenty. Moth balling that plant and  
8 diverting the flow to Rocky River is about six point  
9 one million. And of course, the development of Exit  
10 14, which is about fourteen million. And basically  
11 it's an economic development adventure. It will  
12 provide for future growth. Mr. Singleton's getting  
13 constant requests for residential housing. Mr.  
14 Nelson, as you know, is getting a residential -- I  
15 mean commercial and industrial requests. So this  
16 will provide for the future growth of Anderson County  
17 as directed by Council.

18 Recall, last Council meeting you approved a  
19 petition to the State Fiscal Accountability Authority  
20 for these bonds. So this is just a further legal  
21 paperwork, if you will, Ordinances to pass, so that  
22 we can issue those bonds from those three projects  
23 that we talked about.

24 GRACIE FLOYD: What's out at Exit 14? I  
25 intended to ask that yesterday and forgot. Exit 14?  
26 What's going to happen out there? Tell us first  
27 where is exit 14?

28 RITA DAVIS: We hope that hotels will  
29 be developed. That -- Clemson Research Park, that  
30 will help further develop that. Mr. Nelson can tell  
31 you what.

32 TOMMY DUNN: Tell her where Exit 14 is.

33 BURRISS NELSON: Well, you know where the  
34 Huddle House is on the Interstate going South?  
35 That's Exit 14.

36 GRACIE FLOYD: Okay.

37 BURRISS NELSON: For a while run right  
38 across to 187.

39 GRACIE FLOYD: Okay.

40 BURRISS NELSON: And right now J. Davis  
41 Construction is building their corporate offices out  
42 there at that intersection. There has been a request  
43 to our office about a hotel facilities on a track of  
44 land there. Put us out at Exit 14 on the Interstate.  
45 It makes some sense to go -- it's only -- from that  
46 point it's only three miles to Clemson Research Park  
47 and they have a lot of business, a lot of  
48 international business and that business comes to  
49 Clemson Research Park because the Research Park has  
50 two of this country's largest and most powerful



1 million first and that will be a private sale. That  
2 will help with Well Pine and Six and Twenty. And  
3 then in the spring we'll be looking at the remainder  
4 fourteen million for the Exit 14. That will be a  
5 public sale. That will probably have a lower  
6 interest rate.

7 CINDY WILSON: The last question. Are we  
8 anticipating to do a borrowing in anticipation of  
9 bonds measure bands?

10 RITA DAVIS: No, ma'am.

11 CINDY WILSON: Okay.

12 RITA DAVIS: That's why we're going to  
13 go ahead and issue a bond to lock in the rate. If we  
14 issue a band, a nine month band and interest of point  
15 two five bases point, we could pay over the life of  
16 that about seven hundred fifty thousand dollars. So  
17 we're going to go ahead and lock the rate in now,  
18 because as you know they are increasing.

19 CINDY WILSON: And will we have a  
20 prepayment penalty that we would have to -- if we  
21 paid the bonds off earlier?

22 RITA DAVIS: The ones that we'll pay  
23 off? No, ma'am. We're not going to pay that one off  
24 earlier. The first one would have a fifteen year  
25 life, the second one will have a twenty-five year  
26 life. We are paying those four that are currently on  
27 the books. One of them will have a small prepayment  
28 penalty and the other three do not.

29 CINDY WILSON: And going forward with  
30 this twenty-eight million seven hundred fifty  
31 thousand dollars bond, will we have prepayment  
32 penalties if we choose to pay off some of that  
33 earlier?

34 RITA DAVIS: No, ma'am.

35 CINDY WILSON: Okay. Thank you. I  
36 appreciate it.

37 RITA DAVIS: Yes, ma'am.

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

41 Moving on to Item number 8(e) -- I'm sorry (d).  
42 It's the same one we just done, we talked about the  
43 ordinance. 2018-043 a Series Ordinance providing for  
44 the issuance and sale of Special Source Revenue Bonds  
45 of Anderson County, South Carolina in the principal  
46 amount of not exceeding twenty-eight million seven-  
47 hundred fifty thousand dollars (\$28,750,000). We  
48 have a motion to move this forward?

49 KEN WATERS: So moved.

50 TOMMY DUNN: Motion Mr. Waters. Second

1 Mr. Allen. This is the one we just discussed. Any  
2 more discussion?

3 GRACIE FLOYD: You know I had something  
4 that I was told, something about this. Mr. Burns,  
5 may I direct my question to you?

6 RUSTY BURNS: Yes, ma'am.

7 GRACIE FLOYD: Okay. This is for the  
8 sewer project, right?

9 RUSTY BURNS: Yes, ma'am.

10 GRACIE FLOYD: Okay. Now, I was told  
11 that a couple of years ago, it was a long time ago,  
12 when the sewer project was passed, that we had  
13 another bond back then and they passed it so that we  
14 could money for the sewer. Right? But since then,  
15 money has been taken out of that bond for storm  
16 water.

17 RUSTY BURNS: Correct.

18 GRACIE FLOYD: Okay. All right. There  
19 was some problems with that. Why was storm water  
20 taken out of the sewer?

21 RUSTY BURNS: The alternative to fund  
22 storm water is to add it to the taxes, general  
23 ordinary taxes or you can impose a storm water fee on  
24 every resident in the unincorporated areas of  
25 Anderson County. The practice in the county has been  
26 to take that from the sewer fund.

27 GRACIE FLOYD: Okay. And it was the --  
28 well, maybe I -- so we're going to do a bond here of  
29 twenty-eight million dollars.

30 RUSTY BURNS: Correct. Yes, ma'am

31 GRACIE FLOYD: And it's going to go to  
32 the sewer fund again. Right?

33 RUSTY BURNS: It's going to be used  
34 exclusively for sewer. Yes, ma'am.

35 GRACIE FLOYD: Okay, now that's what the  
36 last one said. Exclusively for sewer.

37 RUSTY BURNS: This is one and the same.  
38 This is one and the same. The one we previously  
39 discussed just a second ago, this is the very same  
40 thing.

41 GRACIE FLOYD: Well, I know that.

42 RUSTY BURNS: Yes, ma'am.

43 GRACIE FLOYD: I know that. But what I'm  
44 trying to find out now is that here we are again,  
45 after this has been done one time before to have a  
46 sewer fund thing. We did it once before so we  
47 wouldn't have to float any more bonds for sewer.  
48 Here we are doing it again because some of the money  
49 was taken out for something else.

50 RUSTY BURNS: I'm not aware of sewer

1 bonds that have been floated. I'm sure there have  
2 been some in the past. I would be guarantee that  
3 there have been some sewer funds ---

4 GRACIE FLOYD: Oh, yeah, there were some  
5 in the past, uh-huh (affirmative).

6 RUSTY BURNS: The practice since I've  
7 been with the county is to fund the storm water out  
8 of the sewer fund. And the alternative of that is to  
9 add it to the general tax bill, or you can impose a  
10 storm water fee on all the residents in the  
11 unincorporated areas of Anderson County just like the  
12 city of Anderson. If you look at your bill if you  
13 live in the city of Anderson, you see storm water fee  
14 on that bill. This money will not be used for storm  
15 water in any fashion.

16 GRACIE FLOYD: Thank you.

17 TOMMY DUNN: All in favor of the motion  
18 show of hands. All opposed. Abstentions. Show the  
19 motion carries with Mr. Waters, Mr. Allen, Mr. Dunn,  
20 Mr. Graham, Mr. Wooten, Ms. Wilson in favor and Ms.  
21 Floyd abstains.

22 Moving on to Item number (e) 2018-044 an  
23 ordinance to amend an agreement for the development  
24 of a Joint County Industrial and Business Park (2010  
25 Park) of Anderson and Greenville Counties so as to  
26 enlarge the park. Mr. Nelson, would you speak to  
27 this?

28 BURRISS NELSON: Thank you, Mr. Chairman,  
29 members of Council. If you'll remember, about two  
30 months ago we finished an ordinance and passed an  
31 ordinance for a company called Southern Current. It  
32 was a solar project that incorporated five or six  
33 properties in a park in the northeastern part of the  
34 county and they will become solar -- solar project  
35 producing electricity and going on to Duke Energy's  
36 grid. This is to add that to the multi-county park  
37 agreement and ordinance so that they may be able to  
38 collect any state incentives that might be available  
39 to them. This comes as a recommendation from  
40 Economic Development Advisory staff and from our  
41 Economic Development Advisory board.

42 TOMMY DUNN: Thank you, Mr. Nelson. We  
43 have a motion to move this forward?

44 KEN WATERS: Mr. Chairman, I'd like to  
45 ask Mr. Harmon, do I need to recuse myself from this  
46 one, or is it -- this is a different one, right?

47 LEON HARMON: It's going on the Duke  
48 grid. To be safe you probably should.

49 TOMMY DUNN: Let the record show Mr.  
50 Waters is going to recuse himself. Have a motion to



1 move this forward?

2 CINDY WILSON: So moved.

3 RAY GRAHAM: Second.

4 TOMMY DUNN: Motion Ms. Wilson, second

5 Mr. Graham. Any discussion? All in favor of the  
6 motion show of hands. All opposed like sign. Let  
7 the record show the motion carries unanimously.

8 BURRISS NELSON: Mr. Chairman, I need to  
9 make a correction. I had mentioned Duke. There's  
10 not an agreement yet for that company and the  
11 electric utility between them as of this time.

12 TOMMY DUNN: Okay. Thank you.

13 Number 9(a) Resolution 2018-051 a resolution  
14 approving the development agreement with Peach  
15 Properties, Inc. for the County Square Project. Mr.  
16 Burns.

17 RUSTY BURNS: Mr. Chairman, as you know,  
18 the county embarked on a project I guess probably  
19 over a year ago where we put together around twenty-  
20 five people with recommendations from the community.  
21 We interviewed I believed five developers who  
22 responded to a request from a proposal. After that  
23 process they were all brought in by that group and  
24 there were interviewed (BREAK IN TAPE) and they were  
25 ranked numerically one, two, three, four, five. The  
26 first group that came out on top, we talked with  
27 them. We had discussions with them. It didn't  
28 appear to be moving in a satisfactory way, so we  
29 parted amicably between that group and this group.  
30 The group that scored second on this was Peach  
31 Properties. Peach Properties has a proposal for us  
32 to examine to develop the Court Square property, what  
33 we call the property behind the old Courthouse. And  
34 what you have before you tonight will allow us to  
35 begin that process. This does not guarantee you a  
36 building, this does not guarantee you anything. It  
37 just gives that developer the right to begin to move  
38 forward with a market study to look at parking and  
39 examine those ideas on what they have. This does not  
40 involve the sale of the property. The property would  
41 be leased. After the market study is completed and  
42 the developers have done their due diligence to see  
43 if there is a market and if there is enough demand  
44 for that area, then we come back to Council and  
45 examine that situation. If Council is not happy, the  
46 Council walks away. If they've spent any money on  
47 things that we find valuable; i.e. a market study,  
48 then we would reimburse them for that. We're looking  
49 at the cost of twenty to twenty-five thousand  
50 dollars. That's what this is.

1 TOMMY DUNN: Thank you, Mr. Burns. We  
2 have a motion to move this forward?  
3 KEN WATERS: So moved.  
4 CINDY WILSON: Second.  
5 TOMMY DUNN: Motion Mr. Waters, second  
6 Mr. Graham. Any discussion?  
7 CINDY WILSON: May I?  
8 TOMMY DUNN: Ms. Wilson.  
9 CINDY WILSON: Just a few questions.  
10 First of all I was real glad to see the developer's  
11 responsible for rollback taxes. So that's really  
12 good. There's several things to commend this  
13 proposal. But the one question I have that I  
14 couldn't find in the body of the agreement, is what  
15 is our county share of financial cost of the project?  
16 Is that ---  
17 RUSTY BURNS: We would not participate  
18 in the construction of the building. If the project  
19 came to fruition we might want to obtain space in  
20 that building, but we would do so with the fact that  
21 we have contributed land to that and would not expect  
22 to pay a fair market rate. But again, we are not  
23 there yet. We are in the process of the market  
24 study. And, again, to be clear, Mr. Harmon, correct  
25 me if I'm wrong, we will come back before this  
26 Council with all those details ironed out before we  
27 proceed in that fashion.  
28 TOMMY DUNN: Council has to vote on  
29 that.  
30 CINDY WILSON: Well, this gentleman has a  
31 very good reputation so we can be much encouraged.  
32 Thank you.  
33 RUSTY BURNS: Just as a -- just as an  
34 aside, he developed that main arcade square on Main  
35 Street in Columbia, which is won national awards.  
36 And he's also the gentleman who's doing the  
37 Groucho's. He followed that building right across  
38 from our parking lot right there in Wren Park. So he  
39 already has an investment and an interest in  
40 Anderson.  
41 CINDY WILSON: It's also good to note  
42 that the old theater is now -- it's being converted  
43 to a very large church.  
44 RUSTY BURNS: It's going to be a large  
45 church and the top floor of the Groucho's building,  
46 they're going to -- the church is going to access  
47 that property. And behind that Groucho's operation  
48 they already have another tenant behind there and you  
49 still have a small space for somebody to come there.  
50 TOMMY DUNN: Thank you. Anyone else?

1           CRAIG WOOTEN:       I guess just to clarify,  
2   so -- sorry, Mr. Chairman -- just to clarify that,  
3   you know, if people have parking concerns, if people  
4   have green space concerns, if people have, you know,  
5   concerns about what might or might not work there,  
6   all this is is letting the developer move forward and  
7   do a market study and come back and tell us, hey  
8   these are the best things that can happen. And even  
9   at that point, we're not obligated to anything, other  
10  than just to see what he comes back with. And then  
11  make a decision at that point.

12           TOMMY DUNN:       Thank you, Mr. Wooten.  
13  Anyone else?

14           GRACIE FLOYD:     Ah.

15           TOMMY DUNN:       Ms. Floyd.

16           GRACIE FLOYD:     Mr. Burns.

17           RUSTY BURNS:      Yes, ma'am.

18           GRACIE FLOYD:     Thanks to Mr. Wooten, what  
19  he just said, I understand now, because I was  
20  wondering if we don't have an idea for it at this  
21  time, if we have to go to somebody else so they can  
22  tell us what they think it ought to be, why don't we  
23  just leave it alone until we know what we want there?  
24  Until we know without somebody having to tell us what  
25  should be there. Why don't we just leave it alone?

26           RUSTY BURNS:      The idea, especially from  
27  that counsel of those people and other people  
28  involved was that a building, a significant building  
29  should be located on that site. It should not be a  
30  pure government building. It should be a building  
31  that would be of benefit to all of Anderson County.  
32  And so what they want to go in there, we would like  
33  to have economic development in there. We know that.  
34  We would like to have a CVB in there. But we would  
35  also hope that there would be space for commercial  
36  activity. We already know that some educational  
37  institutions have expressed an interest in that. But  
38  until we put this together, that's where we are. We  
39  are not embarking on a path without any directions or  
40  any guidance or the destination will be unknown to  
41  Council. That's not what this is. This is a process  
42  and for this person to begin the process we would  
43  need to authorize this.

44           GRACIE FLOYD:     Okay. All right. And we  
45  haven't thought at all about the building we had down  
46  the street from that, the old McCants building. The  
47  building's just sitting there rotting away.

48           RUSTY BURNS:      That building right now  
49  School District 5 is doing the demolition on that  
50  part.

1 GRACIE FLOYD: I can't hear. I'm sorry.  
2 RUSTY BURNS: School District 5 is in  
3 the process of doing the demolition on that part of  
4 the building. In the capital improvement plan we put  
5 provisions in there to take that down. In this  
6 year's budget we put money in there for demolition.  
7 Due to budget constraints Council said let's look at  
8 doing something to the McCants building next year.  
9 GRACIE FLOYD: Okay. Did you just say --  
10 I know the School District 5 was going to demolish.  
11 RUSTY BURNS: Yes, ma'am.  
12 GRACIE FLOYD: But that was just one  
13 little part of it. Are you saying now that -- the  
14 acoustics in here is not good.  
15 RUSTY BURNS: Correct.  
16 GRACIE FLOYD: But are you saying now  
17 that they're going to demolish the entire ---  
18 RUSTY BURNS: No, ma'am. I'm not saying  
19 that at all.  
20 GRACIE FLOYD: Okay.  
21 RUSTY BURNS: What I'm talking about is  
22 what School District 5 is the only thing that's going  
23 to be involved in that. What we have is a gym out  
24 there when it's raining in that gymnasium. We made  
25 proposals during the budget process and we did the  
26 year before of what we could do with that gym. We're  
27 either going to have to put a roof and we're going to  
28 have to fix it up or we're going to have to demolish  
29 it because it is unsafe and it's unsightly. But due  
30 to budget constraints this year, we agreed to look at  
31 that in the upcoming budget. I think that was the  
32 feeling that Council expressed to staff.  
33 TOMMY DUNN: Anyone else? All in favor  
34 of the motion show of hands. All opposed like sign.  
35 Show the motion carries with Mr. Waters, Mr. Allen,  
36 Mr. Dunn, Mr. Graham, Mr. Wooten, Ms. Wilson in favor  
37 and Ms. Floyd opposes.  
38 Now moving on to Item number 9(b) 2018-052 a  
39 resolution regarding the potential implementation of  
40 a Hospitality Tax in the unincorporated areas of  
41 Anderson County. Mr. Wooten.  
42 CRAIG WOOTEN: Thank you, Mr. Chairman.  
43 Just going back a couple of months, what had  
44 happened, I was hearing from two different groups of  
45 constituents. One of them said that they wanted the  
46 hospitality tax, they saw the benefit in it and  
47 wanted us to consider it. I had another group that  
48 said they definitely do not want the hospitality tax  
49 and did not want us to consider it under any means.  
50 Both groups were very adamant that their group was in



1 the majority. And it's hard to tell sometimes as a  
2 Council person, you can only talk to so many people  
3 during the week, but you know, we're mandated to  
4 represent all the people, which can be thousands.  
5 And so the agreement we came to was to put a non-  
6 binding referendum on the ballot. By non-binding  
7 means it's going to be for informational purposes.  
8 So it will allow people at the polls to vote whether  
9 or not they want a hospitality tax. And then we can  
10 take that as advice. It doesn't bind the Council to  
11 pursue it. It doesn't bind the Council not to  
12 pursue it. But it would be a non-binding referendum  
13 that will provide us information.

14 Well, subsequent to that, these different groups  
15 came back and said, well, we're interested in what  
16 would happen if it did pass. But we're concerned  
17 that if it did pass, that you all may spend it on  
18 things that we don't think are worthy. And so, we  
19 can't make a decision whether or not we want it  
20 passed or not because we don't know what you're going  
21 to spend it on and we can't deem whether or not it's  
22 worthy.

23 Now, the opinion as to what a worthy project is  
24 differs across the county greatly. And so in  
25 fairness we said well one of the things we could look  
26 at is passing a resolution before the election that  
27 simply says if the hospitality tax were to pass, that  
28 we would pursue an independent feasibility study from  
29 an outside contractor who would tell us the best uses  
30 of the hospitality tax money based on the mandate  
31 from the state that it provide tourism. So basically  
32 we'd have an independent body say, if you did project  
33 A, B, C, D, or E, this would provide the greatest  
34 impact. They may come back and say it's kids  
35 recreation. They may come back and say it's seniors  
36 recreation. They may come back and say it's  
37 concerts. I don't know what they would come back  
38 with. But folks in the community said we would like  
39 to see you commit to that resolution so that we know  
40 if it were to pass that you would go get an  
41 independent study as to what would be of maximum  
42 benefit.

43 Now, even in doing that study, that doesn't  
44 mandate that the County Council has to adopt it.  
45 That, too, would be informational to us so that we  
46 could make a decision. But it would hold us  
47 accountable because if we made a decision opposite of  
48 the recommendation of the independent council,  
49 obviously we would be subject to justify that  
50 decision and that would involve greater scrutiny from

1 the public. And I think the whole intent is to hold  
2 accountable.

3 So what this resolution is, is we already have  
4 hospitality tax informational referendum on the  
5 ballot. This resolution would say that Council would  
6 agree that if it were to pass that we would seek an  
7 independent study as to the best uses of this  
8 hospitality tax as mandated by state law.

9 Thank you, Mr. Chair.

10 TOMMY DUNN: Put that in the form of a  
11 motion?

12 CRAIG WOOTEN: Yes, sir.

13 TOMMY DUNN: Motion Mr. Wooten, second  
14 Mr. Graham. Any discussion?

15 GRACIE FLOYD: Yes.

16 TOMMY DUNN: Ms. Floyd.

17 GRACIE FLOYD: Okay. I'm very, very much  
18 into this hospitality tax because I think I was the  
19 first person on Council to ask that we look into it.  
20 They have hospitality taxes all over South Carolina.  
21 We would be the only county who could not make the  
22 decision. The other counties made the decision to  
23 have it and they voted on it. You don't have to have  
24 a referendum to do this. County Council can make the  
25 decision. We had a couple of votes on it, but none  
26 of them passed because nobody -- some of the Council  
27 members didn't want it and da-da-da-da. Then, all of  
28 a sudden a Council member wanted it.

29 But Mr. Burns and somebody else came up with how  
30 it was going to be divided. And that's when I didn't  
31 even want it because the way it was divided was  
32 unreal. It was unfair. Okay. So we let it alone  
33 for a little while.

34 Going into -- if we have this referendum and  
35 everybody goes to the polls and you have some folks  
36 that say no they don't want it, then we can still do  
37 it. If we have some folks that say yes they do want  
38 it, then we can still do it. All right. But the  
39 thing is, it was so easy. All you had to do was to  
40 have the hospitality tax and you needed to pick a  
41 date that we were all going to sit down and divide up  
42 the money. The money could have been divided  
43 whatever else by seven. And each district could have  
44 the same amount of money for their hospitality -- I  
45 mean for their recreational activity within their  
46 county. But I think what happened -- I think greed  
47 stepped in. I think greed stepped in. And when  
48 folks started pulling for the money, when they  
49 figured out how much they could get to build  
50 whatever, I didn't even want a part of it.



1           Now, we're going to do this thing because we have  
2 a habit up here, I'm the only person ever votes no on  
3 anything, but anyway we need to think about this  
4 again because if the folks voted no, they don't want  
5 a hospitality tax, does that mean that we won't ever  
6 have one? Or does that mean that we're going to have  
7 one anyway? Thank you.

8           RAY GRAHAM:           Mr. Chairman.  
9           TOMMY DUNN:          Mr. Graham.

10          RAY GRAHAM:          Just one comment briefly  
11 on this. First of all, it's good to hear that Ms.  
12 Floyd does support the hospitality tax. I know  
13 Councilman Wooten has put a tremendous amount of work  
14 in getting this as far as it has. And one thing that  
15 truly impresses me the most, kind of like the town  
16 square back behind the courthouse. The whole purpose  
17 of this resolution here is to truly do a study. If  
18 you take and look at the seven Council members that  
19 the citizens has elected to represent them, you know,  
20 basically we're nothing more than a voice and when it  
21 comes to determining what kind of building needs to  
22 be built back there, if any building needs to be  
23 built back there, we don't know; it's pure  
24 speculation. Same thing with the hospitality. We  
25 all know there's a need in Anderson County for rec  
26 programs. And when I say rec programs, it's not just  
27 for youth ball and that is purely just a  
28 misconception on a regular basis. Because not only  
29 does it help the youth, it helps the disadvantaged,  
30 it helps the elderly, I mean it's just across the  
31 board. Truly speaking the rec program, if people  
32 utilizes it, it benefits every citizen in Anderson  
33 County in some way, some how. So it's a true benefit  
34 there. And the purpose that I -- I mean the main  
35 reason that I'm supporting this is what it's doing is  
36 it's taking it out of our hands and determine what  
37 the true need is. This hospitality is not to divide  
38 the monies up between the seven districts equally.  
39 The hospitality is designed to move Anderson County  
40 forward in the -- whether it's the recreational  
41 programs or the programs that can be supported by  
42 hospitality. This study is going to determine what  
43 those needs are. And that's what we as Council  
44 members need. That's what citizens need to see, that  
45 we're being fiscally responsible on our decisions.  
46 And when this, providing the hospitality does pass,  
47 which I hope it does, providing it does pass and we  
48 do this, and it's going to come back with some  
49 information that can guide us on what direction we  
50 need to go. And that's the purpose of this. And

1 again I just want to commend Councilman Wooten on his  
2 hard work on this. Thank you.

3 CINDY WILSON: May I?  
4 TOMMY DUNN: Ms. Wilson.  
5 CINDY WILSON: Maybe it would suffice to  
6 read the sentence that is most pertinent here. If  
7 the voters in the unincorporated areas of Anderson  
8 County vote in favor of the hospitality tax, and the  
9 County Council subsequently passes an ordinance  
10 imposing a hospitality tax, in the unincorporated  
11 area of Anderson County, the County Administrator is  
12 directed to identify and obtain the services of a  
13 consultant to ascertain the highest and best use of  
14 the funds consistent with South Carolina law  
15 generated by the hospitality tax. And it does need  
16 to be noted that this current Council is not of the  
17 mind, as demonstrated over numerous years and votes,  
18 to railroad or shove things down our citizens'  
19 throats without citizens wanting that. So I just  
20 wanted to make that comment. Thank you.

21 TOMMY DUNN: Thank you. All in favor  
22 of the motion show of hands. All opposed.  
23 Abstentions. Show the motion carries with Mr.  
24 Waters, Mr. Allen, Mr. Dunn, Mr. Graham, Mr. Wooten  
25 and Ms. Wilson in favor and Ms. Floyd abstains.  
26 Moving on to Item number 10 (a) bid approvals.  
27 Green Pond Landing Restroom Construction. Mr.  
28 Carroll, you mind stepping forward.

29 ROBERT CARROLL: Thank you, Mr. Chairman.  
30 We received four bids for the Green Pond Landing  
31 restroom construction and staff has evaluated these  
32 and recommended award to Glenn Constructors of  
33 Anderson for three hundred ninety-nine thousand eight  
34 hundred and seventy-nine dollars.

35 CINDY WILSON: Mr. Chairman.  
36 TOMMY DUNN: Motion to move this  
37 forward.  
38 CINDY WILSON: So moved.  
39 TOMMY DUNN: Motion Ms. Wilson. Have a  
40 second?  
41 KEN WATERS: Second.  
42 TOMMY DUNN: Second Mr. Waters.  
43 Now Ms. Wilson.  
44 CINDY WILSON: Well, we have a problem in  
45 our backup paper and I left my backup on the kitchen  
46 table. Is that the missing one? Okay. Because I  
47 was going to say we've got a missing page that  
48 details the bids for the restroom construction. And  
49 there were four bids according to this, with Glenn  
50 being the lowest one. And that was dated -- the

1 restroom project was dated on the 6th and the water  
2 line and septic system bid dated on the 5th. Is that  
3 correct?

4 ROBERT CARROLL: No, ma'am. They were  
5 opened the same day; the 6th. They were opened the  
6 same day, September the 6th.

7 CINDY WILSON: One says the 6th and one  
8 says the 5th. I think the most confusing part of  
9 this is it normally goes through the Finance  
10 Committee and somehow it got overlooked. It wouldn't  
11 have taken five or ten minutes to put it through and  
12 there wouldn't be so much confusion. But just -- I'm  
13 glad we got the missing page now. Thank you.

14 TOMMY DUNN: For the record, we didn't  
15 have a Finance Committee meeting when this come on we  
16 had some conflicted in time and this just needed to  
17 get moved on the reason it didn't get to the Finance  
18 Committee. Problem getting people together. Any  
19 more discussion? All in favor of the motion show of  
20 hands. All opposed like sign. Show the motion  
21 carries unanimously.

22 Moving on now to Item number 10(b) bid number 19-  
23 013 Green Pond Landing Waterline and Septic System.  
24 Mr. Carroll.

25 ROBERT CARROLL: Yes, sir. We received  
26 three bids from this and staff has evaluated those  
27 bids and recommends award to Glenn Constructors also  
28 of Anderson. One hundred fourteen thousand one  
29 hundred and fifty dollars.

30 TOMMY DUNN: We have a motion to put  
31 this on the table?

32 CINDY WILSON: So moved.

33 TOM ALLEN: Second.

34 TOMMY DUNN: Motion Ms. Wilson, second  
35 Mr. Allen. Any discussion? All in favor of the  
36 motion show of hands. All opposed like sign. Show  
37 the motion carries unanimously.

38 Moving on Item number 11, Report from  
39 Administration Policy/Rules Committee meeting.  
40 Chairman Allen. Mr. Allen.

41 TOM ALLEN: Thank you, Mr. Chair. I  
42 was wondering if on Item 11 and I think there was  
43 another one in here, didn't have it marked. Yeah, on  
44 item 13, are approximately the same thing so I'm  
45 probably going to be saying very similar things here.  
46 But what we've been doing ---

47 TOMMY DUNN: Mr. Allen, you want to  
48 handle them both now? That'll be fine.

49 TOM ALLEN: Okay. Yeah, what we've  
50 been doing here is working on health insurance

1 programs, benefits programs for the county employees.  
2 Over the past many, many years the county has fallen  
3 under the PEBA program, which is a public employees  
4 health program. And that's who everybody working for  
5 the county has their insurance through. And that  
6 thing has become extremely costly. It's been jumping  
7 up by leaps and bounds over the past few years and  
8 next year it's projected it will cost us around nine  
9 point two million dollars I think it was for that  
10 program. So we've been looking at this for about the  
11 past six months, this committee. And we've also  
12 visited some other municipalities around such as Rock  
13 Hill and over at Lexington. Because what they've  
14 done is gone to a self-insurance program. They  
15 pulled out of PEBA, they've gone with a self  
16 insurance program. The employees over there love the  
17 program and it's saving them a lot of money, bottom  
18 line. So that's what we're looking at doing here.  
19 And we passed a resolution at a special called  
20 meeting the other day to allow the Administrator --  
21 the County Administrator -- to go ahead and pursue  
22 this and see what we can come up with. And we've  
23 already got some projections showing some pretty nice  
24 savings through a new health program, a self insured  
25 program. And a lot of this comes from the fact that  
26 when you deal with PEBA and you're working with Blue  
27 Cross Blue Shield, they have a lot of fixed costs in  
28 there that we can't do anything about. We have to  
29 pay them. If we go to a self insured program, we  
30 have a lot more flexibility, a lot more ways that we  
31 can save money and work with different entities to  
32 provide the health care for the employees and also  
33 save us money at the same time.

34 So that's what we want to look at doing because  
35 the way these costs have been going up, before long  
36 we're just not going to be able to afford it. We  
37 hate to turn around to the employees. We gave them a  
38 small raise the past couple of years. We hate to  
39 turn around to the employees, and say hey, you know,  
40 we're not going to help you with health insurance any  
41 more so basically you lost any raise we might have  
42 given you. So we're trying to find a way to do this.  
43 We're very, very concerned about it. We do not want  
44 to degrade the current health program. Whatever we  
45 come up with will be just as good and probably better  
46 than what we're under right now. But this is what we  
47 are giving the County Administrator permission to go  
48 ahead and pursue this and see what we can work out  
49 and come up with the very best program possible for  
50 employees so we can put it into place by the first of

1 January.

2 There's going to be a big education component to  
3 this. We have to talk to all the department heads  
4 and get -- I'm sure we're going to get a lot of  
5 questions. Any time you want to change something,  
6 even if it's for the better, a lot of folks are going  
7 to have questions and be leery of what you're trying  
8 to do. But bottom line of this is, we hope to save  
9 money for the county and also provide a better health  
10 care package for all employees.

11 And I think maybe that sums it up, Mr. Chair. Is  
12 there anything else?

13 TOMMY DUNN: Thank you, Mr. Allen.  
14 Appreciate what y'all -- the work the committee's  
15 done. Appreciate it very much.

16 TOM ALLEN: Thank you.

17 TOMMY DUNN: Moving on Item number 12,  
18 Report from the Planning and Public Works committee  
19 meeting held September 10th. Chairman Wilson.

20 CINDY WILSON: Thank you, Mr. Chairman.  
21 Our committee members and Dr. Parkey and our Planning  
22 Department have been reviewing our county's current  
23 ordinances with respect to the traffic study  
24 requirements for development. The ordinance section  
25 38-118 as it now exists states that the district  
26 traffic engineer shall be the county engineer and the  
27 developer shall be responsible for all costs of the  
28 required traffic impact study, roadway improvements  
29 and right-of-way acquisition. The traffic impact  
30 study shall be included in the application of  
31 compliance or preliminary plat approval. Preliminary  
32 plat presented to our Planning Commission for their  
33 approval. Is presented for their approval. The  
34 traffic impact study is contracted out and paid for  
35 by the developer. As there have been questions  
36 regarding the accuracy of traffic counts, the timing  
37 and duration of the study as it has now been  
38 recommended that the developer pay a fee to the  
39 county for the purpose of the traffic impact study  
40 and the county will contract out to a third party  
41 engineering firm with the county's specific criteria.  
42 It was noted that most governmental jurisdictions  
43 mandate the level of road improvements that the  
44 developer must provide at the developer's expense, as  
45 the developer's cost of doing business in order to  
46 keep our roads safe and ensure better traffic  
47 efficiency. Our language in section 38-118 is very  
48 specific and therefore we should be on sound footing  
49 in making these requirements. Please refer to your  
50 backup in your package for further detailed

1 information.

2 Next, Dr. Parkey and our Administrator  
3 recommended compensation for Planning Commissioners  
4 and Zoning Appeals Board members at an annual cost of  
5 approximately seventeen thousand dollars a year. It  
6 is expected that the Commission and board members  
7 maintain an acceptable meeting attendance record and  
8 meet the continuing education requirement as mandated  
9 by the state law.

10 In reference to our Zoning Advisory groups, we've  
11 had questions about the quorum issues there. The  
12 citizens advisory zoning boards were first  
13 established when zoning first became implemented by  
14 precinct in the county. And those were the people in  
15 the neighborhoods and in the communities that had the  
16 closest connection to the area and had connections to  
17 the actual people living there. So it was always  
18 very important to have their input. They have no  
19 decision-making authority and they're not a state  
20 mandated body and there's no continuing education  
21 requirements for the members.

22 When the zoning advisory groups do not meet items  
23 continue on to either the Planning Commission or on  
24 up the chain. The committee suggested that our  
25 Planning Director send letters to our current members  
26 to enlist their input on the quorum problem. And  
27 also their concerns as to relevance and so forth.

28 The fourth matter undertaken was the subdivision  
29 decision criteria. The function of the Planning  
30 Commission is to undertake a continuing planning  
31 program for the physical, social and economic growth,  
32 development and redevelopment of the jurisdiction.  
33 Plans and programs must be designed to promote public  
34 health, safety, morals, convenience, prosperity or  
35 the general welfare as well as the efficiency and  
36 economy of its area of jurisdiction. The Planning  
37 Commission has the power as may be necessary to  
38 enable it to perform its function and promote the  
39 planning of its jurisdiction by way of the South  
40 Carolina Planning Enabling Act of 1994. As a basis  
41 for Planning Commission decisions regarding  
42 preliminary subdivision proposals, the language, as  
43 I'm going to read here and it's in your backup, is  
44 suggested for inclusion in Chapter 38 of County Code,  
45 38-311 (c)(3). In addition to the standards set  
46 forth in this section and the recommendations of  
47 staff, Planning Commission may also consider the  
48 follow criteria when making its decision to reject or  
49 approve a preliminary subdivision class. (A) Public  
50 health, safety, morals, convenience and prosperity,



1 the general welfare and the efficiency and economy of  
2 the area. (B) The interest of sub-dividers,  
3 homeowners, and the general public. (C) Effects on  
4 the local tax base. (D) Proposed development  
5 compatibility with surrounding uses. (E) The (BREAK  
6 IN THE TAPE) ability of existing or planned  
7 infrastructure and transportation systems to serve  
8 the proposed development. (F) Environmental  
9 conditions on the site. (G) Character of the  
10 community. (H) The adopted Comprehensive Use Plan.

11 Our committee voted three and zero to send these  
12 recommendations on to our Planning Commission. With  
13 their approval this proposed addition to our code  
14 will come back to County Council for our adoption.

15 We had two guests from Mr. Waters district who  
16 have been attending our committee meetings to  
17 encourage that the county adopt measures dealing with  
18 traffic from proposed developments that would take  
19 into consideration conditions, locations and context.  
20 They inquired as to the potential application of  
21 traffic tax special districts, limited service  
22 municipalities, school impact fees, possibly imposing  
23 a moratorium and other means to deal with the  
24 explosive growth around Powdersville.

25 So that concludes what we discussed and we only  
26 had the one measure to bring back for Council to vote  
27 to send on to the Planning Commission.

28 TOMMY DUNN: Is there something to vote  
29 on?

30 CINDY WILSON: I guess we'd vote to sent  
31 this measure on to the Planning Commission and then  
32 it comes back to us to vote for the actual measure.

33 TOMMY DUNN: Okay. Ms. Floyd's got a  
34 question.

35 GRACIE FLOYD: Ms. Wilson, would you  
36 please go back over the seventeen thousand dollars?  
37 I didn't quite understand that. I know you were  
38 talking about paying or providing them with a stipend  
39 or whatever, but didn't you say something about  
40 seventeen thousand? That's when I lost you. Could  
41 you please explain that again?

42 CINDY WILSON: The previous meeting to  
43 this one, our Administrator and Dr. Parkey brought  
44 forward the idea of providing some minimum funding  
45 for our Planning Commissioners and for the Zoning  
46 Board members. And it was suggested fifty dollars  
47 per Planning Commissioner per meeting that they would  
48 attend. They have, as you well know, taken a lot of  
49 grief lately. And they are required to take  
50 continuing education, so it was thought that maybe

1 that small amount of compensation might be helpful to  
2 getting a quorum to those meetings.

3 The first projected estimate was around thirty-  
4 two thousand a year. But on further review Ms. Rita  
5 Davis determined it was closer to seventeen thousand  
6 a year for that.

7 GRACIE FLOYD: One minute.

8 TOMMY DUNN: This is just bringing the  
9 dollar -- sorry -- this is just bringing the dollar  
10 figure back because Council has already voted on this  
11 the last Council meeting, is that not correct? Okay,  
12 Ms. Floyd.

13 GRACIE FLOYD: Seventeen thousand dollars  
14 to repay -- to be split among the two groups? Is  
15 that what you're saying?

16 TOMMY DUNN: That's what the budget  
17 would be projected to be. Yes, ma'am.

18 GRACIE FLOYD: Okay. All right. Are  
19 we going to go -- now the ordinance says in there  
20 that we should have been paying them all along. Oh,  
21 yes, you might want to go ahead and do that. Are we  
22 going to go back and do back pay?

23 TOMMY DUNN: No, ma'am. That's in  
24 this -- wasn't in the motion.

25 GRACIE FLOYD: Well, I know it wasn't in  
26 the motion, that's why I'm bringing it up.

27 TOMMY DUNN: Make a motion to go back  
28 and give them back pay.

29 GRACIE FLOYD: That's why I was bringing  
30 it up. Because it's not in the motion. So what  
31 you're saying that they're going put aside seventeen  
32 thousand dollars and split it among the two groups.

33 TOMMY DUNN: That's right.

34 GRACIE FLOYD: And, Ms. Davis, that  
35 should come up to what a person?

36 RITA DAVIS: Sixteen thousand eight  
37 hundred.

38 TOMMY DUNN: No, not a person. Not a  
39 person.

40 RITA DAVIS: Oh, no, sir. Fifty  
41 dollars per meeting.

42 TOMMY DUNN: Fifty dollars per meeting.  
43 Like I said this was voted on last Council meeting.

44 RITA DAVIS: If they show up they'll  
45 get fifty dollars.

46 GRACIE FLOYD: Okay.

47 TOMMY DUNN: Now, coming from the  
48 committee it doesn't need a second. Going to vote to  
49 send this recommendation to the Planning Commission.  
50 More than likely the Planning Commission either as a

1 subcommittee or whatnot will need to get back with  
2 this committee to send something. I'm sure they're  
3 going to have recommendations and changes what, come  
4 back before Council votes on anything. So all in  
5 favor of the motion to send this to the Planning  
6 Commission show of hands. All opposed.  
7 GRACIE FLOYD: Are the Planning  
8 Commission and these other people the same folks?  
9 TOMMY DUNN: No, ma'am. Two different  
10 groups.  
11 GRACIE FLOYD: Two different groups of  
12 people; right?  
13 TOMMY DUNN: Yes, two boards, two  
14 different boards.  
15 GRACIE FLOYD: Two different boards, but  
16 not the same people?  
17 TOMMY DUNN: No, ma'am. Fourteen  
18 people. Can't serve on but one board at a time in  
19 Anderson County.  
20 GRACIE FLOYD: No, no. I'm not talking  
21 about that.  
22 TOMMY DUNN: What are you talking  
23 about?  
24 GRACIE FLOYD: Planning Committee.  
25 TOMMY DUNN: That's right.  
26 GRACIE FLOYD: That consists of three  
27 people.  
28 TOMMY DUNN: No, seven people. Each  
29 Council member's got an appointment.  
30 GRACIE FLOYD: No, no, no.  
31 TOMMY DUNN: That's the Planning  
32 Commission. The committee's three people.  
33 GRACIE FLOYD: All right. Now, they have  
34 voted to send this to -- they going to send what back  
35 to ---  
36 TOMMY DUNN: Just what Ms. Floyd -- I  
37 mean just wait Ms. Wilson made the study. The  
38 Upstate recommended a traffic study, compensation for  
39 the Planning Commission Board of Appeals -- not  
40 compensation. The Zoning Advisory groups, to send  
41 them back. What this is, is the traffic thing we was  
42 talking about. The recommendations for the  
43 subdivision approval consideration and the updated  
44 recommendation on the traffic study, send them to the  
45 Planning Commission for them to put their input in  
46 it, get back together and give Council something to  
47 look at to vote on. This is to let them study on it.  
48 GRACIE FLOYD: The only thing I'm asking,  
49 I just want to make sure that these committees are  
50 all intertwined with the same people on almost every

1 committee. What I am trying to make sure of is that  
2 the same people are not -- that we're not sending  
3 these -- the Planning Committee whatever it is to the  
4 same people on another committee for approval.

5 TOMMY DUNN: Ma'am, this is being sent  
6 to the Planning Commission. There are seven members  
7 on that Planning Commission for individual citizens.  
8 Each Council member appoints one. So no, it's not --  
9 there will be nobody on the Planning Committee; this  
10 is the Planning Commission as set forth by ordinance.

11 GRACIE FLOYD: Mr. Burns, may I ask you  
12 the question after this meeting, please?

13 RUSTY BURNS: Yes, ma'am.

14 GRACIE FLOYD: Because that's got to be  
15 straightened out. And I thank you.

16 TOMMY DUNN: All in favor of the motion  
17 show hands. All opposed. All abstentions.

18 GRACIE FLOYD: I abstain.

19 TOMMY DUNN: Show the motion carries  
20 with Mr. Waters, Mr. Allen, Mr. Dunn, Mr. Graham, Mr.  
21 Wooten, and Ms. Wilson in favor and Ms. Floyd  
22 abstains.

23 Moving on to ---

24 GRACIE FLOYD: I'd like the record to  
25 show that Ms. Floyd abstains because of lack of  
26 proper information. Thank you.

27 TOMMY DUNN: Item number -- going now  
28 to Item number 14, Report from the Parks and  
29 Recreation Adhoc Committee meeting. Mr. Wooten.

30 CRAIG WOOTEN: Thank you, Mr. Chairman.  
31 I'd like to discuss (a) and (b) in conjunction with  
32 each other. It's always very exciting to talk about  
33 these potential projects we have moving forward, but  
34 what a lot of citizens are coming back and saying,  
35 well, we like these things you're talking about  
36 doing, but you need to give us reassurance that  
37 you're taking care of what you have, that you're  
38 being efficient with what you have. We don't feel  
39 comfortable giving you leeway with more until we know  
40 that that's being managed properly. And in many  
41 cases we are, but sometimes when we don't revisit it,  
42 you don't know where you can make improvements.

43 So for Parks and Recreation, what we've been  
44 discussing in the Adhoc committee is potential park  
45 consolidation in conjunction with park maintenance.  
46 And we have over thirty parks in the county. A lot  
47 of parks I didn't even know that we had until we  
48 started this process. We've attained them over time  
49 through a bunch of different measures, whether it was  
50 a county initiative, or a county partnership with the

1 local municipality or community. So in that, we've  
2 gone to staff and we said, break down each park, tell  
3 us what you're spending to keep up the park, you  
4 know, cutting grass, trash, maintenance. Tell us  
5 where -- what the good things are about that park.  
6 Tell us what that park is lacking so that we can put  
7 together individual budget numbers for each park and  
8 decide is this park something we want to put more  
9 money into, is this park something that we need to  
10 take more money out of, is this park even being used  
11 by certain people, but looking at it from a top level  
12 approach to decide what works best. And in no way  
13 would we ever make a decision on a park in somebody's  
14 district without that County Council person's input  
15 because at the end of the day the park that's most  
16 important to people is usually the one that they  
17 visit down the road from them. So this is an effort  
18 to manage it as well as we can. And the timing of it  
19 is, I asked staff, when is the next budget cycle?  
20 Take a look at this, because if there does need to be  
21 more resources, you'll be able to make a case and we  
22 can try to debate that in the budget process.

23 Item C is a project update. Ms. Myers with the  
24 county basically put out a questionnaire to the  
25 people in the community and asked them their feelings  
26 on Parks and Rec. We got four hundred and thirty-one  
27 responses, which doesn't seem like a large number,  
28 but when you're talking about engaging the community  
29 from the county level, that is an overwhelming  
30 response. So with those 431 responses, people said,  
31 we want them to be safe, we want them to be clean, we  
32 want the bathrooms to be functional and working  
33 right, we want the track to be something that we can  
34 access. So there was a lot of interest in it which  
35 drives home the importance of us taking a look at it.

36 Also we got an update on KidVenture 2.0, which is  
37 the large playground here at the Civic Center that's  
38 been a wonderful playground throughout the years, but  
39 this would totally overhaul this whole playground.  
40 We have the potential to receive funding from a  
41 partner and actually take it into a multi-year  
42 agreement, where it would be a large ADA, American  
43 with Disabilities Act, compliant playground that  
44 would provide better line of sight for parents, that  
45 would provide different age group breakdowns for kids  
46 to play. And totally transform that, probably for  
47 the next fifteen or twenty years. So we got an  
48 update on that. They've had public meetings on this.  
49 We've looked for an RFQ or Request for Proposal to  
50 come out in the upcoming months. And should be a

1 positive thing for the county. But in light of new  
2 issues coming on board, I probably don't see that  
3 this committee meeting -- committee meeting until  
4 first quarter of 2019 to look over staff  
5 recommendations going into the budget year.  
6 TOMMY DUNN: Thank you, Mr. Chairman.  
7 GRACIE FLOYD: Mr. Chair.  
8 TOMMY DUNN: Would you give a -- I'm  
9 sorry, I got distracted. Did you give an update on  
10 KidVenture?  
11 CRAIG WOOTEN: Yes, sir.  
12 TOMMY DUNN: Thank you.  
13 GRACIE FLOYD: Mr. Chair, I have a  
14 question.  
15 TOMMY DUNN: Yes, ma'am.  
16 GRACIE FLOYD: Mr. Wooten.  
17 CRAIG WOOTEN: Yes, ma'am.  
18 GRACIE FLOYD: Tried as I could, I could  
19 not make your 8:30 meeting in the morning, but did --  
20 was any discussion, discussions done on Broadway  
21 Lake? The last meeting I attended we did discuss  
22 Broadway Lake.  
23 CRAIG WOOTEN: Yes, ma'am.  
24 GRACIE FLOYD: But what's happening now?  
25 CRAIG WOOTEN: We did not have any  
26 discussion on Broadway Lake at this past meeting.  
27 And that was purposeful because when I found out you  
28 were not able to attend, I didn't want any of that to  
29 take place until you were able to attend. As for the  
30 update on the progress they've made on the two  
31 projects that you had determined in the previous  
32 meeting, I'd have to defer to Mr. Brill on where they  
33 are in the process. I know that they were looking  
34 at, I guess the seawall and then the dock area and  
35 then the water quality. But I haven't received an  
36 update from the county at this point.  
37 GRACIE FLOYD: So, out of all these  
38 parks, everything else you all discussed, we couldn't  
39 -- you couldn't come up with anything about the parks  
40 at Broadway Lake. We have so many of them, you  
41 couldn't come up with anything?  
42 CRAIG WOOTEN: Well, no, it's not that we  
43 didn't come up with anything, but I guess we talked  
44 in general about some of the common maintenance items  
45 for parks. How the maintenance agreements for grass  
46 cutting and trash were structured. And the goal was  
47 for staff to get with each individual Council members  
48 going into 2019 and determine which one of their  
49 parks they felt were underfunded that needed more  
50 funding, which is probably all of them. But then



1 it's a matter of degree of funding. I guess we can't  
2 do all the funding requests. And then figure out the  
3 best ways to move forward on the parks. And also, to  
4 figure out ways that we can meet the communities'  
5 expectations. You know, some communities are  
6 concerned about falling trees or trash or whose  
7 responsibility was that and figure out the best way  
8 to communicate that.

9 GRACIE FLOYD: Okay. Mr. Wooten, why was  
10 that meeting held at 8:30 in the morning?

11 CRAIG WOOTEN: Typically when I hold  
12 committee meetings, I either try to do it in morning,  
13 at lunch time or in the evening, just because usually  
14 that allows for the most people to attend. When I  
15 float it around to the other folks, the morning  
16 worked. That was the feedback we got from the Clerk  
17 of Council. That was the reason we chose it.

18 GRACIE FLOYD: Okay, but you see, maybe  
19 our Clerk of Council don't understand that we hold  
20 the meetings in the evening so the public can come if  
21 they chose to do so. But early in the morning, they  
22 can't come because they're working. But even if they  
23 still come, they should have the ability and choice  
24 of coming. And it can't be done at 8:30. That early  
25 meeting in the morning has gotten ??? and the 9:30  
26 Planning meeting -- the meetings are being held too  
27 early and the public can't come if they want to.  
28 That's why I missed that one because that kind of got  
29 hold to me that early in the morning.

30 TOMMY DUNN: Appreciate it, Mr. Wooten.  
31 Moving on now to the Report from Public Safety  
32 meeting.

33 RAY GRAHAM: Thank you, Mr. Chairman.  
34 Mr. Chairman, fellow Council members, I bring this in  
35 the form of a recommendation from Public Safety  
36 Committee to approve the acceptance of several grants  
37 from the JAG system. One of them is in reference to  
38 twenty-five body cameras. The next one is in  
39 reference to ten visual cameras. For forensics,  
40 comprehensive finger print imaging system. And also  
41 service storage. These grants again was recommended  
42 for approval from Public Safety to be presented to  
43 full Council for approval.

44 TOMMY DUNN: Coming from Public Safety  
45 doesn't need a second. Any discussion? All in favor  
46 of the motion show of hands. All opposed like sign.  
47 Show the motion carries unanimously.

48 Moving on.

49 RAY GRAHAM: Mr. Chairman, this next  
50 one is in reference to a victim advocate. It's

1 basically Public Safety Committee sends forth with  
2 full recommendation to full Council for support of  
3 this as well. And this will basically provide us  
4 with another victim's advocate in Anderson County.  
5 Right now we currently only have two. And the one  
6 thing about this grant is I did look into some  
7 research on this and it's a very well supported grant  
8 that once -- basically once you get it, providing you  
9 maintain documentation and show the needs of the  
10 county, it will be an ongoing grant. Basically just  
11 turning in another grant each year for renewal. So  
12 again, we bring this in the form of support from  
13 Public Safety, requesting full Council support it as  
14 well.

15 TOMMY DUNN: Thank you, Mr. Graham.  
16 Coming from Public Safety doesn't need a second. Any  
17 discussion?

18 GRACIE FLOYD: Yes.

19 TOMMY DUNN: Go ahead, Ms. Floyd.

20 GRACIE FLOYD: Approve two appointments  
21 for Upstate EMS Council.

22 TOMMY DUNN: We ain't there yet, Ms.  
23 Floyd. We're on the one above that.

24 GRACIE FLOYD: I thought we just voted  
25 for that.

26 TOMMY DUNN: No, ma'am. We voted for  
27 -- we voted part of it. We voted for the Justice  
28 Assistance Grants. We didn't vote for the victim  
29 advocate. That's what we're voting for now.

30 GRACIE FLOYD: All right.

31 TOMMY DUNN: Any more discussion? All  
32 in favor of that motion show of hands. All opposed  
33 like sign. Show the motion carries unanimously.

34 Now we're moving on.

35 RAY GRAHAM: Thank you, Mr. Chairman.  
36 This is nothing more than information purpose only.  
37 The Upstate EMS Council and just kind of to give some  
38 brief information as far as the purpose of that  
39 committee. It's basically a committee throughout the  
40 Upstate that basically kind of oversees and also  
41 recommends different training and different  
42 certifications throughout the EMS process in Anderson  
43 -- excuse me, not in Anderson County -- in the  
44 Upstate. In doing so, due to different staff changes  
45 in Anderson County over the past couple of years, we  
46 currently only have one representation on that  
47 committee. Due to their policy, their policy is  
48 basically the County Administrator is who recommends  
49 filling the position. Mr. Burns basically  
50 recommended that Steve Gelliot?? which is Director

1 of EMS. And also Craig Lollies??, which is basically  
2 -- in a sense, he's director up in Pelzer with that  
3 district up there. But the primary purpose of these  
4 positions is basically someone that is affiliated  
5 throughout the county that brings some value as far  
6 as representing Anderson County on the Upstate EMS  
7 Council with knowledge of EMS, knowledge of training  
8 that's needed and basically with some education  
9 behind themselves and in leadership position behind  
10 themselves that basically has the desire and also the  
11 knowledge to move Anderson County forward. At the  
12 end of the day the representation we have would be  
13 Greg Shore, Steve Gelliott?? and Craig Lollies?? and  
14 basically they represent our entire EMS system to  
15 ensure that we're getting the training we need. That  
16 correct policy system are in place, anything that  
17 comes down from legislation, we're represented on  
18 that. So it brings a lot to the table. And again,  
19 this is nothing more than information only based on  
20 particular appointments for that. And Upstate EMS  
21 will be advised of that.

22 TOMMY DUNN: Thank you, Mr. Graham.  
23 Moving on to Item number 16, Waterside Drive. We  
24 have a motion to move this forward with meeting all  
25 the county specifications?

26 CINDY WILSON: So moved.

27 KEN WATERS: So moved.

28 TOMMY DUNN: Motion Ms. Wilson and  
29 second Mr. Waters. Any discussion? All in favor of  
30 the motion show of hands. All opposed like sign.  
31 Show the motion carries unanimously.

32 Now we have some appointments for Anderson  
33 County. Mr. Waters, you have any?

34 KEN WATERS: I do. I'd like to  
35 appoint Carol Green to the Museum Advisory Committee.  
36 And I bring that in the form of a motion.

37 TOMMY DUNN: Have a motion Mr. Waters.  
38 Have a second?

39 CINDY WILSON: Second.

40 TOMMY DUNN: Second Ms. Wilson. Any  
41 discussion? All in favor of the motion show of  
42 hands. All opposed like sign. Show the motion  
43 carries unanimously. Anything else, Mr. Waters?

44 KEN WATERS: That's all.

45 TOMMY DUNN: Mr. Allen?

46 TOM ALLEN: None at this time.

47 TOMMY DUNN: Ms. Floyd?

48 GRACIE FLOYD: I don't have any at this  
49 time.

50 TOMMY DUNN: Mr. Graham?

1                   RAY GRAHAM:           I don't have any at this  
2     time.  
3                   TOMMY DUNN:           Mr. Wooten?  
4                   CRAIG WOOTEN:        Yes, Mr. Chairman. I'd  
5     like to appoint Ms. Kathryn Smith to the District 1  
6     Anderson County Museum Advisory Committee. This is a  
7     lady who is very active in the community. Has her  
8     own historical house with books in regard to Eleanor  
9     Roosevelt. And I feel like she would be a true value  
10    added to the Museum Advisory Council. And I put that  
11    in a motion.  
12                  CINDY WILSON:        Second.  
13                  TOMMY DUNN:           Have a motion Mr. Wooten  
14    and second by Ms. Wilson. Any discussion? All in  
15    favor of the motion show of hands. All opposed like  
16    sign. Show the motion carries unanimously.  
17                  Ms. Wilson?  
18                  CINDY WILSON:        Thank you, Mr. Chairman. I  
19    have two for the Citizen Advisory Group for District  
20    7. First is Mrs. Patricia Sea wright and second is  
21    Mr. Phillip Clary. And I put that in the form of a  
22    motion.  
23                  TOMMY DUNN:           Have a motion Ms. Wilson.  
24    Second by Mr. Waters. Any discussion? All in favor  
25    of the motion show of hands. All opposed like sign.  
26    Show the motion carries unanimously.  
27                  District 5 would like to appoint Ms. Reva Martin  
28    to the Museum Advisory Board. Put that in the form  
29    of a motion.  
30                  CINDY WILSON:        Second.  
31                  TOMMY DUNN:           Second Ms. Wilson. Any  
32    discussion? All in favor of the motion show of  
33    hands. All opposed like sign. Show the motion  
34    carries unanimously.  
35                  Now moving on to request by Council members. Mr.  
36    Waters.  
37                  KEN WATERS:           I have one that was turned  
38    in but it didn't make it here tonight. It's someone  
39    we have appropriated money for before, Powdersville  
40    ??. Would it be possible if I appropriated money for  
41    them?  
42                  TOMMY DUNN:           Yes.  
43                  KEN WATERS:           They have put in two  
44    requests. One is for five thousand for operating and  
45    another five thousand for a lawnmower. So I'd like  
46    to appropriate that from District 6 rec fund and I  
47    bring that in the form of a motion.  
48                  TOMMY DUNN:           Have a second?  
49                  TOM ALLEN:            Second.  
50                  TOMMY DUNN:           Second Mr. Waters. I

1 mean, Mr. Allen. I'm sorry. Mr. Waters made the  
2 motion. Any discussion? All in favor of the motion  
3 show of hands. All opposed like sign. Show the  
4 motion carries.  
5 Moving on now to Mr. Allen.  
6 TOM ALLEN: Yes, Mr. Chair. I'd like  
7 to take from my recreation account five hundred  
8 dollars for the Free Clinic and I'll put that in the  
9 form of a motion.  
10 TOMMY DUNN: Five hundred dollars?  
11 CINDY WILSON: Second.  
12 TOMMY DUNN: Mr. Allen's motion five  
13 hundred dollars and Mr. Waters seconds it. Any  
14 discussion? All in favor of the motion show of  
15 hands. All opposed like sign. Show the motion  
16 carries unanimously. Mr. Allen, anything else?  
17 TOM ALLEN: That's all.  
18 TOMMY DUNN: Ms. Floyd, you have  
19 anything?  
20 GRACIE FLOYD: No, District 2 doesn't  
21 have any at this time.  
22 TOMMY DUNN: Mr. Graham.  
23 RAY GRAHAM: Thank you, Mr. Chairman.  
24 I've got two if that's okay. I'd like to appropriate  
25 five hundred dollars to Belton Center for the Arts.  
26 This is an ongoing event we have each year and would  
27 like to do that this year again. And also I'd like  
28 to do five hundred dollars to the Free Clinic in  
29 support of them as well. I bring that forth as a  
30 motion.  
31 TOMMY DUNN: Have a motion Mr. Graham.  
32 Second Ms. Wilson. Any discussion? All in favor of  
33 the motion show of hands. All opposed like sign.  
34 Show the motion carries unanimously. Anything else,  
35 Mr. Graham?  
36 RAY GRAHAM: No.  
37 TOMMY DUNN: Mr. Wooten?  
38 CRAIG WOOTEN: Not at this time.  
39 TOMMY DUNN: Ms. Wilson?  
40 CINDY WILSON: Yes, thank you. District  
41 7 would like to appropriate twenty-five hundred  
42 dollars for the Honea Path Free Clinic and that's in  
43 the form of a motion.  
44 TOMMY DUNN: Have a motion Ms. Wilson.  
45 Have a second?  
46 KEN WATERS: Second.  
47 TOMMY DUNN: Second Mr. Waters. Any  
48 discussion? All in favor of the motion show of  
49 hands. All opposed like sign. Show the motion  
50 carries unanimously.

1 District 5 would like to appropriate -- I have  
2 two. First of all would like to appropriate for the  
3 transfer out of the special appropriations account  
4 six thousand five hundred fifty seven dollars  
5 seventy-four cents to Roads and Bridges Department to  
6 do a project for Homeland Park Fire Department. And  
7 also two thousand dollars for the Anderson Free  
8 Clinic. Put that in the form of a motion.

9 CINDY WILSON: Second.

10 TOMMY DUNN: Second Ms. Wilson. Any  
11 discussion? All in favor of the motion show of  
12 hands. All opposed like sign. Show the motion  
13 carries unanimously.

14 Moving on, Administrator's Report.

15 RUSTY BURNS: Nothing at this time, Mr.  
16 Chairman.

17 TOMMY DUNN: Now moving on to Item  
18 number 20, Citizens Comments. Mr. Harmon call your  
19 name, again, please state your name and district for  
20 the record. You have three minutes. Address the  
21 Chair, please.

22 LEON HARMON: Mr. Chairman, first  
23 speaker is Frank Pressly.

24 FRANK PRESSLY: Thank you, Mr. Chairman.  
25 Last week you recall I tried to make a point at the  
26 end of the meeting and I think in trying to say too  
27 much too fast I didn't make my point.

28 GRACIE FLOYD: Wait a minute, sir. Could  
29 you just start over because we can't hear. The  
30 acoustics are not good in here.

31 FRANK PRESSLY: Okay. How's that?

32 GRACIE FLOYD: That's better. Thank you.

33 FRANK PRESSLY: Thank you. Last week at  
34 the called meeting I tried to make a point concerning  
35 the predatory vending by pawn shops and I think in  
36 trying to say things too fast, I really didn't make  
37 my point. What I would like to reiterate today is  
38 that the pawn industry in this county is taking  
39 advantage of people right now by charging interest  
40 rates based on a practice that is not of the law. I  
41 sent a letter to Mr. Harmon regarding this. He sent  
42 a response back telling me that the county is not  
43 able to enact ordinances that are more restrictive  
44 than what state law is. Now state law is that the  
45 pawn shops are limited to three hundred percent  
46 interest rate, which is about twenty-five percent per  
47 month. Now by them doing something to do an end run  
48 of the law what they have done is they have put  
49 language in their pawn tickets that enable them to  
50 charge a full thirty days' interest on a one day



1 pawn. This annualizes to about nine thousand percent  
2 interest.

3 Now enacting an ordinance that rein them in, I  
4 was just trying to draw a parallel that, for example,  
5 the speed limit is 65 miles an hour. If someone were  
6 able to use little black box or a fuzz buster or  
7 something that enabled them to go 120 miles per hour,  
8 they would be breaking the law, because they're not  
9 going 65. Now, if we were to pass an ordinance that  
10 outlawed those little black boxes so they couldn't go  
11 120 miles an hour, they could still go 65 but just  
12 couldn't go that 120 miles per hour. And that's the  
13 same with the pawn industry. Right now they're  
14 limited to three hundred percent interest. But  
15 because of this language they have put in their pawn  
16 ticket, they are charging people as much as nine  
17 thousand percent interest on a one day pawn. That  
18 shouldn't be because a lot of our senior citizens use  
19 pawn shops and a lot of our citizens who are working  
20 people go in there, they'll pawn their work tools in  
21 order to pay a power bill and then they'll go back a  
22 couple of days later and they'll pick it up and it's  
23 just not fair that the pawn industry should be able  
24 to make an end run around the law. Mr. Burns has  
25 assured me that we will have further discussion on  
26 this, but I really would support -- appreciate the  
27 support of the Council in trying to rein in this  
28 practice, which is very much a predatory lending  
29 practice. We have addressed this at state level, but  
30 unfortunately because of some politics down in  
31 Columbia, we weren't able to see any progress on it  
32 this year. Hopefully Jonathan Hill will reintroduce  
33 legislation ---

34 LEON HARMON: Time, Mr. Chairman.

35 TOMMY DUNN: Thank you, Mr. Harmon.

36 Next.

37 LEON HARMON: Next speaker is Elizabeth  
38 Fant.

39 ELIZABETH FANT: Elizabeth Fant, District  
40 3. Yeah, the acoustics in here are bad because I'm  
41 not sure what I heard. Mr. Waters, I wasn't sure  
42 what you were giving five thousand dollars for but it  
43 sounded like you were giving five thousand dollars  
44 for a lawnmower.

45 KEN WATERS: That is correct.

46 ELIZABETH FANT: Well, to whatever entity I  
47 don't know. Do we give money to an entity for a lawn  
48 mower? That's what you all approved tonight.

49 The other thing is, I was going through the  
50 District 6 -- well, I went through all of them. But

1 the District 6 paving report, which is Mr. Waters,  
2 and I see on here that on August 7th you gave the  
3 Powdersville School District 1 twenty thousand  
4 dollars for paving. Now since when do we give school  
5 districts money for paving out of our paving account.  
6 Somebody needs to explain that to me.

7 Okay. Going back to the other issue that we're  
8 talking about tonight. There have been some things  
9 in Anderson County that have been well improved. One  
10 was when we got our library. It's a masterpiece.  
11 Our library, downtown library, it's a masterpiece.  
12 There's a lot of work going into getting that entity  
13 and it's wonderful. However, when the building plans  
14 for the library were done, foresight was not done in  
15 the construction of it and the library is sinking.  
16 We also had the Chiquola which was a hotel,  
17 condominium, (BREAK IN TAPE) some of these other  
18 things that we're talking about, hotels, whatever.  
19 The Chiquola,?? sinking. It ended up the people who  
20 bought condos in there basically had to get out and  
21 leave it because the windows -- it was sinking so  
22 much that the windows are being forced down so much  
23 that you can't open the windows because of the  
24 construction. So I'm not sure what downtown -- the  
25 infrastructure what is able to hold with these  
26 concerns. These hotels and all these other  
27 structures you're planning on doing. We've done  
28 other structures downtown that have been basically  
29 fiascos. The parking garage, the thing that's  
30 underneath it they were trying to do some sort of a  
31 jump start business thing. That failed. We just  
32 need to make sure that the money that we're investing  
33 or you all as fiduciary -- I see you as fiduciary  
34 when you approve a fee in lieu of or whatever --  
35 yeah, you're not the city, this is not your property.  
36 I understand that. But you are somewhat in control.  
37 Ms. Floyd is right about that. You do have a  
38 responsibility.

39 I'd like to see -- Anderson is really getting to  
40 be a recreation mecca. We've got Green Pond, we've  
41 got the Civic Center, a lot of things driving out  
42 there, we've got different other recreational  
43 entities. Powdersville has a new Y. I'm glad. It's  
44 wonderful that they have that. But we also need to  
45 look at recreation, not only in physical stuff ---

46 LEON HARMON: Time, Mr. Chairman.

47 TOMMY DUNN: Thank you, Mr. Harmon.

48 Moving on now to comments from Council members.  
49 Mr. Waters.

50 KEN WATERS: I have none at this time.

1 TOMMY DUNN: Thank you. Mr. Allen.

2 TOM ALLEN: None except to say I'm  
3 glad we dodged the bullet this past week from  
4 Florence.

5 TOMMY DUNN: Thank the good Lord. Ms.  
6 Floyd.

7 GRACIE FLOYD: Only thing I want to say  
8 is Council members, please hold your meetings at a  
9 time when people can attend. If you don't they think  
10 that you're hiding things from them. 8:30 in the  
11 morning is too early for an important meeting on  
12 parks. 9:30 is too early for a meeting on planning.  
13 Let's not give them reasons to question what we do  
14 when they are not around.

15 TOMMY DUNN: Mr. Graham.

16 RAY GRAHAM: Thank you, Mr. Chairman.  
17 Just want to comment one more time as far as on the  
18 Public Safety, the EOC, everything ?? over this past  
19 week. Hopefully, may be next meeting we could kind  
20 of get some of those guys in there and thank them in  
21 person. There was definitely a lot of effort put on  
22 Director Baker, Deputy Director Pickens and also  
23 Casey and James McAdams. And I mean just to list  
24 those go on and on with the resources they pulled in  
25 through the Sheriff's department, fire department,  
26 local municipalities, county service. I mean it was  
27 truly a team effort that was put in there. We  
28 currently have several teams that's located here in  
29 Anderson County that's been activated and is in  
30 different locations throughout the state as we speak,  
31 even though we didn't get no more weather than we  
32 did. We do have teams that's down there and  
33 basically handling emergency situation currently. So  
34 definitely want to commend those guys. It's taking  
35 time away from their families and just hope and pray  
36 for their safe return. We've definitely got a gem  
37 here in Anderson County. We have a good group of  
38 resources that I definitely would put well above most  
39 others. And we're very fortunate for that and it  
40 proves the leadership of again, David Baker and his  
41 staff, plus the Sheriff department and fire service  
42 and everyone else. So again, many thanks to all  
43 those efforts that was put in last week.

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

46 CRAIG WOOTEN: One thing in regards to  
47 the personnel and employee benefits. I know for me I  
48 had two children that were hospitalized at birth and  
49 what happened with us would have bankrupt me for  
50 three lifetimes so I know insurance is very personal.

1 A lot of people work in government when they can make  
2 higher salaries in the private sector for the reason  
3 of having quality benefits. And so I viewed  
4 personally some of these things that we're proposing  
5 and I've had a wonderful experience with our family.  
6 But I'll do everything and anything, encourage staff  
7 to do everything and anything to communicate these  
8 benefits to the employees because in the light of  
9 what's going on with health care nationally, I know  
10 there's a lot of distrust, a lot of it is  
11 understanding in healthcare plans. And quite  
12 honestly just insurance in general could just be  
13 confusing. So anything we can do to help push this  
14 information forward to make people feel comfortable,  
15 I'm all for that. I believe it's heading in the  
16 right direction and is a positive thing. Thank you,  
17 Mr. Chair.

18 TOMMY DUNN: Thank you, Mr. Wooten.  
19 Ms. Wilson.

20 CINDY WILSON: Just a comment that the  
21 committees do so much heavy lifting and individual  
22 Council members are up here doing a lot of research,  
23 along with our staff, to try and better the county  
24 and it's just very heartening. Monday we had an 8:30  
25 meeting and a 9:30 meeting. And then last night our  
26 Sheriff and Mr. Miller and some other deputies came  
27 before the local Republican party and brought an  
28 incredible presentation of the addiction and crime  
29 crises that we have in our county. The numbers that  
30 were presented were just compelling. Ms. Casey  
31 Collins has been working on that, too. So there's a  
32 lot going on in the courthouse and the Sheriff's  
33 Department and elsewhere in the county. We're very  
34 blessed in this county to have such wonderful people.  
35 Thank you.

36 TOMMY DUNN: Thank you, Ms. Wilson.  
37 Just like, first of all I'd like to thank the  
38 staff, Mr. Burns, and Ms. Davis for what y'all doing  
39 for this insurance thing for the employees. I think  
40 it's going to pay off dividends. We really  
41 appreciate all the hard work and continue the hard  
42 work to get this forward. Committees, I appreciate  
43 what all the committees do. Everybody keep in mind,  
44 I've said this more than once, Anderson County's not  
45 an eight to five job. Thought that a long time ago,  
46 swing shift and all. Ones that can't make the  
47 meeting at 8:30, just because you can't, it's a whole  
48 different demographic of people out there that can  
49 make it that way. Twelve hour, off some days and  
50 stuff like that.



1 Just a quick, I think one of those quick things  
2 about nothing going on downtown. We got two banks  
3 opened recently. We've got a corporate headquarters  
4 that's going to pull 60 people downtown. We've got a  
5 construction company a block from town that's been  
6 down there about six months, a year, that's opened  
7 up. We got a new gym downtown, right where that  
8 parking lot is full where people using it. Anderson  
9 University is using the Chiquola Club. Last I  
10 checked, it could have been since then, the Chiquola  
11 -- the old Chiquola Club across from the courthouse,  
12 the townhouses is full over there. We've got a big  
13 demand for townhouses in town in talking to folks  
14 that know. We got a new restaurant coming. We got a  
15 church -- a big church coming downtown and taking up  
16 space. We've got a new beauty supply shop right down  
17 below the Chiquola. So there's a lot going on in  
18 downtown Anderson. You just ride down and look at  
19 construction signs going on. People outside two or  
20 three people who to invest and do good in Anderson  
21 County. That's good. This project that's going on  
22 in the hotel down there, I'm very proud to be part of  
23 that. I think Anderson County's going to be proud of  
24 what it's going to do. It's bringing tax money.  
25 Nothing ashamed about that. City of Anderson -- if  
26 anybody's got a complaint, anybody ever go talk to  
27 the city of Anderson? They worked on this project  
28 probably close to a year, Mr. Burns, they put this  
29 thing together. Had several meetings on it. We --  
30 but I think it's going to be good for Anderson.  
31 They're doing a -- they're going to have their own  
32 parking. They're putting a parking garage in there.  
33 They've gotten -- the city of Anderson right now is  
34 doing a comprehensive study on parking. And you  
35 know, it's a good thing -- sometimes a problem to  
36 have, parking. That means the town's growing and  
37 doing things going on. I'd rather see that than an  
38 empty street. There's a lot going in town, too.  
39 Took a while for it to turn. Hope it keeps going,  
40 keeps growing. Seems like the city of Anderson is  
41 starting to do some things in conjunction with us.  
42 I'm very proud to be part of this Council. I think  
43 in years to come to be a part of this hotel project.  
44 Nothing whatsoever, and like I said, I think  
45 everything -- like Mr. Wooten said a while ago, echo  
46 his statements more about picking winners and losers.  
47 That's not our job. Not where I come from.  
48 Other thing I would like to say and thank is all  
49 the staff, all the people in our law enforcement, EMS  
50 and fire department for being prepared and

1 representing EOC. I think we've got one of the best  
2 trained people. Come to team work, working together  
3 and everybody coming together. We got a great EOC.  
4 Stay in contact with and appreciate it. Mr. Burns  
5 does a great job leading them. Very proud to be part  
6 of Mr. Burns bringing in Lieutenant Baker. I mean  
7 he's just done an outstanding job, him and his staff  
8 and also having a small part in Mr. Pigeons?? coming  
9 in and assisting. I think he's an outstanding young  
10 man. He's going to be great representative of  
11 Anderson County.

12 And I'd also like to thank Cam's Café which the  
13 owner sat beside me for feeding the EOC Sunday free  
14 of charge. Appreciate that. I know the people did  
15 down there. Very much.

16 Meeting adjourned. Thank you for coming.

17  
18

**(MEETING ADJOURNED AT 9:09 P.M.)**



**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 ELEMENT MATERIALS TECHNOLOGY HARTFORD, INC. (THE “COMPANY”) 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 September 4, 2018 an inducement resolution and did approve a form of Inducement Agreement (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 2<sup>nd</sup> day of October 2018.

**ATTEST:**

**ANDERSON COUNTY, SOUTH CAROLINA**

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Rusty Burns  
Anderson County Administrator

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Tommy Dunn, Chairman  
Anderson County Council

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Lacey A. Croegaert  
Clerk to Anderson County Council

**APPROVED AS TO FORM:**

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Leon C. Harmon  
Anderson County Attorney

First Reading: September 4, 2018  
Second Reading: September 18, 2018  
Third Reading: October 2, 2018  
Public Hearing: October 2, 2018

**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 September 4, 2018, September 18, 2018, and October 2, 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.

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

Dated: \_\_\_\_\_, 20\_\_

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

Between

**ANDERSON COUNTY, SOUTH CAROLINA**

and

**ELEMENT MATERIALS TECHNOLOGY HARTFORD, INC.**

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Dated as of October 2, 2018

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## **TABLE OF CONTENTS**

### **ARTICLE I**

#### **DEFINITIONS**

SECTION 1.01 DEFINITIONS .....	3
SECTION 1.02 PROJECT-RELATED INVESTMENTS .....	6

### **ARTICLE II**

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

SECTION 2.01 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COUNTY .....	7
SECTION 2.02 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COMPANY .....	7

### **ARTICLE III**

#### **COMMENCEMENT AND COMPLETION OF THE PROJECT**

SECTION 3.01 THE PROJECT .....	8
SECTION 3.02 DILIGENT COMPLETION .....	8
SECTION 3.03 FILINGS AND REPORTS .....	8

### **ARTICLE IV**

#### **FILOT PAYMENTS**

SECTION 4.01 FILOT PAYMENTS .....	10
SECTION 4.02 SPECIAL SOURCE REVENUE CREDITS .....	11
SECTION 4.03 FAILURE TO ACHIEVE FILOT ACT MINIMUM INVESTMENT REQUIREMENTS .....	11
SECTION 4.04 REMOVAL OF EQUIPMENT .....	12
SECTION 4.05 FILOT PAYMENTS ON REPLACEMENT PROPERTY .....	12
SECTION 4.06 REDUCTIONS IN PAYMENT OF TAXES UPON DIMINUTION IN VALUE; INVESTMENT MAINTENANCE REQUIREMENT .....	13

### **ARTICLE V**

#### **PARTICULAR COVENANTS AND AGREEMENTS**

SECTION 5.01 CESSATION OF OPERATIONS .....	14
SECTION 5.02 RIGHTS TO INSPECT .....	14
SECTION 5.03 CONFIDENTIALITY .....	14
SECTION 5.04 LIMITATION OF COUNTY'S LIABILITY .....	14
SECTION 5.05 MERGERS, REORGANIZATIONS AND EQUITY TRANSFERS .....	15
SECTION 5.06 INDEMNIFICATION COVENANTS .....	15
SECTION 5.07 QUALIFICATION IN STATE .....	16
SECTION 5.08 NO LIABILITY OF COUNTY'S PERSONNEL .....	16
SECTION 5.09 ASSIGNMENT, LEASES OR TRANSFERS .....	16
SECTION 5.10 ADMINISTRATION EXPENSES .....	17
SECTION 5.11 PRIORITY LIEN STATUS .....	17
SECTION 5.12 INTEREST; PENALTIES .....	17
SECTION 5.13 SPONSOR AFFILIATES .....	17



## ARTICLE VI

### DEFAULT

SECTION 6.01 EVENTS OF DEFAULT .....	19
SECTION 6.02 REMEDIES UPON DEFAULT .....	19
SECTION 6.03 REIMBURSEMENT OF LEGAL FEES AND EXPENSES AND OTHER EXPENSES .....	20
SECTION 6.04 NO WAIVER .....	20

## ARTICLE VII

### MISCELLANEOUS

SECTION 7.01 NOTICES .....	21
SECTION 7.02 BINDING EFFECT .....	21
SECTION 7.03 COUNTERPARTS .....	22
SECTION 7.04 GOVERNING LAW .....	22
SECTION 7.05 HEADINGS .....	22
SECTION 7.06 AMENDMENTS .....	22
SECTION 7.07 FURTHER ASSURANCE .....	22
SECTION 7.08 INVALIDITY; CHANGE IN LAWS .....	22
SECTION 7.09 TERMINATION BY COMPANY .....	23
SECTION 7.10 ENTIRE UNDERSTANDING .....	23
SECTION 7.11 WAIVER .....	23
SECTION 7.12 BUSINESS DAY .....	23

EXHIBIT A – DESCRIPTION OF LAND  
EXHIBIT B – INVESTMENT CERTIFICATION

## 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.

<b>Company Name:</b>	<b>Element Materials Technology Hartford, Inc.</b>	<b>Project Name:</b>	<b>Project 20180430</b>
<b>Projected Investment:</b>	<b>\$3,425,000</b>	<b>Projected Jobs:</b>	<b>31</b>
<b>Location (street):</b>	<b>1370 Shiloh Church Rd. Anderson, SC</b>	<b>Tax Map No.:</b>	<b>2160011017</b>
<b>1. FILOT</b>			
Required Investment:	<b>\$3,425,000</b>	Required Jobs:	<b>31</b>
Investment Period:	<b>Five (5) years</b>	Ordinance No./Date:	<b>October 2, 2018</b>
Assessment Ratio:	<b>6%</b>	Term (years):	<b>Twenty (20)</b>
Fixed Millage:	<b>308.7 mills</b>	Net Present Value (if yes, discount rate):	<b>N/A</b>
Clawback information:	<b>See Section 4.02(d) of this Agreement.</b>		
<b>2. MCIP</b>			
Included in an MCIP:	<b>Yes.</b>		
If yes, Name & Date:	<b>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</b>		
<b>3. SSRC</b>			
Total Amount:	<b>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<sup>th</sup>) through the tenth (10<sup>th</sup>) years of the Project, a SSRC of and thirty percent (30%) of each year’s payments in lieu of taxes</b>		
Total No. of Years	<b>10 years</b>		
Yearly Increments:	<b>See above.</b>		
Clawback information:	<b>See Section 4.02(d) of this Agreement.</b>		
<b>4. Other information</b>			

## 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 Element Materials Technology Hartford, Inc. organized and existing under the laws of the State of Connecticut (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 October 2, 2018, 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 Element Materials Technology Hartford, Inc., a Connecticut corporation 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 (2010 Park) dated as of December 1, 2010, as amended, with Greenville County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the 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 19<sup>th</sup> year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 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 Connecticut, 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 (3<sup>rd</sup>) 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 (6<sup>th</sup>) 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 (120<sup>th</sup>) day following the last day of the Standard Investment Period.

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project 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

Element Materials Technology Hartford, Inc.  
Attn: Chris Bohlmann, Operations Director, Aerospace  
5405 East Schaaf Road  
Cleveland, OH 44131  
chris.bohlmann@element.com

With a copy to:

Haynsworth Sinkler Boyd, P.A.  
Attn: J. Philip Land, Jr.  
ONE North Main St., 2<sup>nd</sup> 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.

(SEAL)

**ATTEST**

**ANDERSON COUNTY, SOUTH CAROLINA**

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Leon C. Harmon  
Anderson County Attorney

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

## EXHIBIT A

### LEGAL DESCRIPTION

That certain real property located at 1370 Shiloh Church Rd. Anderson, SC or as further described on Anderson County Tax Map Number 2160011017 and shown below:



**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: \_\_\_\_\_

## **Ordinance #2018-039**

**An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 72.12 acres from PD (Planned Development) to IZD (Innovative Zoning District) on three parcels of land, identified at the intersection of Harriett Circle, Crestview Road and Midway Road in the Town Creek Precinct shown in Deed Book 13075 and 10571 page 00120 and 00261 respectively; and including the Statement of Intent for "Spencer's Trail" dated September 24, 2018. The parcels are further identified as TMS #147-00-04-005, 147-00-04-007 and 147-00-04-009.**

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

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

**Whereas**, County Council desires to amend the Map by adopting a zoning map amendment from PD to IZD for +/- 72.12 acres of TMS # 147-00-04-005, 147-00-04-007 and 147-00-04-009 described above; and,

**Whereas**, the Anderson County Planning Commission has held a duly advertised Public Hearing on August 14, 2018, during which it reviewed the proposed rezoning from to PD to IZD +/- 72.12 acres of TMS # 147-00-04-005, 147-00-04-007 and 147-00-04-009 described above including the Statement of Intent and found it in compliance with the Anderson County Comprehensive Plan and on August 14, 2018, recommended it to County Council as an amendment to the Anderson County Official Zoning Map; and,

**Whereas**, the Anderson County Council has duly advertised and held a Public Hearing on September 4, 2018, regarding said amendment of the Anderson County Official Zoning Map;

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

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance # 99-004 to rezone from PD to IZD +/- 72.12 acres of TMS # 147-00-04-005, 147-00-04-007 and 147-00-04-009 described above, including the Statement of Intent dated September 24, 2018.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 2018-039

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Rusty Burns  
Anderson County Administrator

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Tommy Dunn, Chairman  
Anderson County Council

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Lacey A. Croegaert  
Clerk to Council

**APPROVED AS TO FORM:**

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Leon C. Harmon  
Anderson County Attorney

1<sup>st</sup> Reading: September 4, 2018  
2<sup>nd</sup> Reading: September 18, 2018  
3<sup>rd</sup> Reading: October 2, 2018  
Public Hearing: September 4, 2018

# **Spencer's Trail**

## **"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](mailto: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](mailto:Paul@bluewatercivil.com)

### **Surveyor**

3D Land Surveying  
10 Century Drive  
Greenville, SC 29607  
David Modny, PLS  
(864) 272-0274  
[David@3dls.net](mailto: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. A minimum 25' of public right-of-way has been dedicated

from the centerline of the road along Harriett Circle and Crestview Road. In addition to this right-of-way dedication, approximately 20' has been allocated as open space for future road improvements. Property has also been allocated as open space at the intersection of Crestview Road & Harriett Circle for a future traffic circle.

**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.



**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 2<sup>nd</sup> day of October, 2018.

**ATTEST:**

**ANDERSON COUNTY, SOUTH CAROLINA**

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Rusty Burns  
Anderson County Administrator

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Tommy Dunn, Chairman  
Anderson County Council

---

Lacey A. Croegaert  
Clerk to Anderson County Council

**APPROVED AS TO FORM:**

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Leon C. Harmon  
Anderson County Attorney

First Reading: September 4, 2018  
Second Reading: September 18, 2018  
Third Reading: October 2, 2018  
Public Hearing: October 2, 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

That certain real property located at 1370 Shiloh Church Rd. Anderson, SC or as further described on Anderson County Tax Map Number 2160011017 and shown below:



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 September 4, 2018, September, 2018 and October 2, 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; and (ii) the public hearing for the attached ordinance was conducted by County Council at the County Council meeting of October 2, 2018.

Dated: \_\_\_\_\_, 20\_\_

**ORDINANCE NO.: 2018-035**

**AN ORDINANCE AUTHORIZING THE LEASE OF A PORTION OF THE ANDERSON SPORTS AND ENTERTAINMENT CENTER CONSISTING OF APPROXIMATELY .75 ACRES OF TAX PARCEL NO. 122-00-01-001 TO DUKE ENERGY CAROLINAS, LLC FOR LOCATION OF AN ENERGY STORAGE SYSTEM AND RELATED IMPROVEMENTS; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Duke Energy Carolinas, LLC has proposed to locate an Energy Storage System and related ancillary technologies, including, but not limited to, solar photovoltaic power aways, voltage regulations, and power quality regulation.

**WHEREAS**, the Energy Storage System would provide an alternative source of power to the Anderson Sports & Entertainment Center in the event of a power outage;

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

**WHEREAS**, Anderson County, South Carolina owns the real property which contains the Anderson Sports & Entertainment Center, more specifically designated as Tax Map parcel 122-00-01-001, and the County desires to lease approximately .75 acres to Duke Energy Carolinas, LLC for location of an Energy Storage System.

**NOW THEREFORE, BE IT ORDAINED BY THE** Anderson County Council in meeting duly assembled that:

1. The Anderson County Council hereby approves the lease of approximately .75 acres of real property located at the Anderson Sports & Entertainment Center (a portion of Tax Map Parcel 122-00-01-001) to Duke Energy Carolinas, LLC for location of an Energy Storage System as negotiated on Ground Lease Agreement attached as Exhibit A.

2. The County Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver all documents in the name and on behalf of the County to carry out the transactions contemplated by this Ordinance, including, without limitation, the Ground Lease Agreement, Memorandum of Lease and such other documents necessary and appropriate to the lease of the real property.

3. 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.

4. 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.

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

**ORDAINED** in meeting duly assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**ATTEST:**

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

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

\_\_\_\_\_  
Lacey A. Croegaert  
Clerk to Council

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Leon C. Harmon  
Anderson County Attorney

First Reading: September 18, 2018  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_

## **GROUND LEASE AGREEMENT**

**THIS GROUND LEASE AGREEMENT** (this "Lease") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), by and between Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina (the "Landlord") and **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company (the "Tenant").

Landlord and Tenant covenant and agree as follows:

1. **Premises and Intended Use.** In consideration of the rents, terms, covenants, and agreements set forth in this Lease to be paid, kept, and performed, Landlord leases to Tenant and Tenant leases from Landlord approximately \_\_\_\_ acres of land (being Tax Parcel No. 1220001001), located in the City of Anderson, Anderson County, South Carolina, more particularly described and/or depicted on **Exhibit A** attached hereto and incorporated herein by reference (the "Land"), and all improvements, fixtures, personal property and trade fixtures now or in the future located thereon (but excluding any property required to be removed by Landlord pursuant to Section 7(b) of this Lease), together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon (the Land, together with the above-described property, improvements and appurtenances are hereinafter collectively referred to as the "Premises"), to be occupied and used upon the terms and conditions herein set forth. Tenant's intended use of the Premises is for the development, construction, installation, operation and maintenance of an energy storage system and related improvements for the storage of electric power and related ancillary technologies, including but not limited to, solar photovoltaic power arrays, voltage regulation, and power quality regulation (the "Intended Use"), and including without limitation, (i) electrical and communication lines, transformers, power inverters, equipment, cables, switches and electrical substation(s); (ii) laydown areas, control buildings, and maintenance facilities; and (iii) roads, fences and gates, and other structures and facilities required for ingress and egress for pedestrians, motor vehicles and equipment and for security (collectively the "Energy Storage System").

2. **Term of Lease, Commencement Date, and Renewal Terms.**

(a) **Term of Lease and Commencement Date.** The term of this Lease (including any extensions or renewals, the "Term") shall commence on the Commencement Date and shall end at 11:59 P.M. local time on the date that is fifteen (15) years after the Commencement Date (the "Expiration Date"), unless extended or sooner terminated as herein provided. If the Expiration Date is other than the last day of a calendar month, the Term shall be extended automatically until 11:59 P.M. local time on the last day of the calendar month in which the Term otherwise would expire. The "Commencement Date" shall be the Commercial Operation Date. The "Commercial Operation Date" shall be the date that all of the following have occurred: (i) the Energy Storage System has been installed, constructed, tested, commissioned, and is fully capable of being operated for its Intended Use; (ii) the Tenant has received all permits and approvals from governmental authorities having jurisdiction and the applicable electrical transmission provider for the Energy Storage System; and (iii) the Energy Storage System begins delivering electricity to the electrical grid. Once the Commencement Date is ascertained, the parties agree to execute a memorandum or other writing confirming the Commencement Date.

(b) **Renewal Terms.** Tenant shall have the right to extend the initial Term granted herein for up to three (3) additional terms of five (5) years each (each a "Renewal Term" and collectively, the "Renewal Terms") by providing Landlord with written notice of Tenant's desire to extend the Term for the



applicable Renewal Term prior to the Expiration Date (or prior to the expiration of the preceding Renewal Term, as applicable); provided, however, that Landlord, in its sole discretion, consents to such extension.

**3. Due Diligence Period; Construction Period; and Landlord's Rights Before Construction Commencement Date.**

(a) **Due Diligence Period.** Commencing on the Effective Date and continuing for a period of two (2) years after the Effective Date (the "**Initial Due Diligence Period**"), Tenant shall have the right to enter the Premises to perform its due diligence, inspection, investigation and pre-construction activities to determine if the Premises is suitable for leasing by Tenant, the Intended Use, and obtaining permits and approvals for the Intended Use. Tenant may extend the Initial Due Diligence Period for one (1) additional year commencing after the expiration date of the Initial Due Diligence Period (the "**Extended Due Diligence Period**"), by delivering written notice to Landlord prior to the expiration date of the Initial Due Diligence Period. (The Initial Due Diligence Period and Extended Due Diligence Period are collectively referred to herein as the "**Due Diligence Period**").

(b) **Construction Period.** The "**Construction Period**" shall commence upon the Construction Commencement Date (as hereinafter defined) and expire upon the Commercial Operation Date (which is the same date as the Commencement Date of the Term of this Lease). The "**Construction Commencement Date**" shall be the earlier of (i) the date Tenant issues written notice to Landlord advising Landlord of Tenant's intent to begin construction activities at the Premises, or (ii) the date Tenant commences the construction or installation of the Energy Storage System at the Premises; provided however, the Construction Commencement Date shall not be deemed to have occurred by virtue of any testing conducted by Tenant on the Land, minimal site clearing to support such testing, or by virtue of Tenant installing access routes or roads on the Land, nor shall it be any later than six (6) months following the conclusion of the Due Diligence period. Once the Construction Commencement Date is ascertained, the parties agree to execute a memorandum or other writing confirming the Construction Commencement Date.

(c) **Landlord's Rights Prior to Construction Commencement Date.** During the period between the Effective Date and the Construction Commencement Date, Landlord shall continue to have full use and control of the Premises, subject to Tenant's access and inspection rights set forth in Section 3(a) and Section 4 of this Lease. On and after the Construction Commencement Date, Landlord (and any other party claiming, by, through or under Landlord) shall not have full use and control rights of the Premises.

**4. Lease Contingencies and Tenant's Due Diligence.**

(a) **Lease Contingencies.** Tenant's obligation to perform hereunder shall be subject to the satisfaction of the following contingencies (collectively the "**Contingencies**"): (i) Tenant obtaining all necessary permits and approvals from federal, state and local governmental authorities required by Tenant for its Intended Use and to construct and operate its Energy Storage System at the Premises with interconnection to the grid for the sale and delivery of electrical power; (ii) Tenant's review and approval of title and survey matters with respect to the Premises, the environmental, geological, geotechnical, and; (iii) Tenant obtaining all necessary easements for its Intended Use. Landlord, at no cost to Landlord, agrees to sign any applications or other documents (that require signature by the fee owner of the Premises), and to take all such other actions, as are reasonably required to allow Tenant to, at Tenant's expense, obtain any re-zonings, variances, permits or other approvals required by Tenant for the Intended Use. If Tenant is unable to satisfy the Contingencies to Tenant's satisfaction prior to the expiration date of the Due Diligence Period, Tenant may terminate this Lease by giving written notice to Landlord prior to the expiration date of the Due Diligence Period. In addition, the Tenant's right to terminate this Lease pursuant to this Section 4(a) shall expire on the Construction Commencement Date and is further subject to the conditions specified in Section 9 of this Lease.

(b) **Due Diligence, Inspections, Title and Survey.** After the Effective Date, Tenant and its employees, agents, contractors, and authorized representations shall be entitled to enter the Premises and conduct, at Tenant's expense, inspections, investigations, studies, surveys, borings, sampling, and testing of the Premises as Tenant deems necessary or desirable to determine if the Premises is suitable for Tenant's Intended Use (the "**Due Diligence Work**"). Within sixty (60) days after the Commencement Date, Tenant shall obtain a survey of the Premises (the "**Survey**"). The Survey's legal description shall be deemed to be the legal description of the Land for all purposes under this Lease. After the Commencement Date, Tenant may, at Tenant's expense, conduct the necessary survey(s) and submit the required filings to the local governmental authority having jurisdiction to subdivide the parcel(s) of Land comprising the Premises so that the Premises are contained within one or more tax parcels separate from other adjacent property owned by the Landlord.

5. **Rent.** No rent shall be paid by Tenant to Landlord. In lieu of paying rent, Tenant shall install, maintain and operate the Energy Storage System to provide backup power to Landlord's Anderson Civic Center in the event of a grid outage.

6. **Utilities, Maintenance and Repairs.** Tenant shall pay for all utilities used at the Premises by Tenant. Tenant, at Tenant's cost, shall be responsible for the repair and maintenance of the Energy Storage System and Tenant's improvements on the Premises.

7. **Alterations.**

(a) Tenant may, at its expense and upon approval of Landlord which shall not be unreasonably withheld, make any alterations, additions, improvements and changes to the Premises as it may deem necessary or desirable in the operation of its business or Energy Storage System, including without limitation any fencing, security devices and or signage desired by Tenant. Any alteration, addition, improvement or change conducted by Tenant shall be done in compliance with applicable laws and requirements of governmental agencies having jurisdiction. Landlord, at no cost to Landlord, agrees to sign any permit applications and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Premises. The Energy Storage System and any and all improvements constructed on the Premises by or for Tenant, and all machinery, fixtures, trade fixtures, equipment, and other personal property installed or placed in the Premises by or for Tenant, shall, regardless of the manner of attachment to the Premises or the improvements thereon, be and at all times remain the property of Tenant, and shall be removable by it at the expiration or earlier termination of this Lease. In the event that Tenant removes any trees, crops or other vegetation from the Premises during the Term, Tenant may sell and/or dispose of the same, and any revenues derived by Tenant from the sale of the same shall belong to Tenant.

(b) Within thirty (30) days after the Tenant notifies Landlord that the Construction Commencement Date has occurred, Landlord shall, at Landlord's sole cost and expense, remove and dispose of all of the following from the Premises: NONE

8. **Use and Occupancy.** Tenant shall be entitled to use the Premises for the Intended Use. Tenant agrees that no unlawful use of the Premises will be made. Landlord shall deliver sole and exclusive possession of the Premises to the Tenant on the Construction Commencement Date.

9. **Lease Termination and Surrender of Land.**

(a) **Termination Rights.** Tenant shall have the right to terminate this Lease as provided in Paragraph 4 (the "**Termination Date**") by providing Landlord with written notice of such termination on or before the date that is thirty (30) days prior to the Termination Date. Upon a termination of this Lease by

Tenant permitted hereunder, this Lease shall terminate and become null and void, and Tenant shall have no further obligations hereunder.

(b) **Surrender of Land.** Upon the expiration or earlier termination of this Lease, Tenant shall (i) return the Land to Landlord in substantially the same condition the same were in as of the Construction Commencement Date, to the extent practicable and reasonable wear and tear excepted; and if applicable, (ii) decommission and remove Tenant's Energy Storage System and all improvements and equipment constructed or installed by Tenant on the Land. Notwithstanding the foregoing, in no event shall Tenant have any obligation to replace any crops or other vegetation damaged or removed by Tenant during the Term.

10. **Insurance.** Tenant may, after the Energy Storage System and its improvements are completed, keep such improvements insured against loss or damage by fire, windstorm, earthquake and similar hazards. Tenant shall keep in force, at its sole cost and expense, comprehensive commercial general liability insurance, with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate, insuring such party, and the other party hereto as additional insured, against liability arising out of the use, occupancy or ownership of the Premises. Landlord maintains General Tort Liability coverage through the State Fiscal Accountability Authority, Insurance Reserve Fund and will, upon request, provides a certificate of insurance. Any provisions herein to the contrary notwithstanding, Landlord and Tenant mutually agree that, in respect to any loss which is covered by insurance then being carried by them respectively (or which would have been covered had such party maintained the insurance required hereunder), the one carrying such insurance and suffering said loss hereby releases the other of and from any and all claims with respect to such loss, and waives any rights of subrogation which might accrue to the carrier of such insurance. Notwithstanding the foregoing, Tenant may self-insure (either by use of deductibles or self-insured retention) the coverage required of Tenant hereunder and Tenant may satisfy its insurance obligations hereunder through a "blanket" policy or policies covering other properties or liabilities of Tenant.

11. **Taxes.** Tenant shall be solely responsible for any ad valorem property taxes that are assessed against either the Premises or Tenant's personal property for periods falling within the Term. Landlord and Tenant shall apportion taxes appropriately between the parties for any partial tax years falling within the Term. Tenant shall also be responsible for any deferred property taxes ("**Deferred Taxes**") due on the Premises as a result of Tenant's use of the Premises for the Intended Use in accordance with applicable South Carolina laws. However, in the event that Tenant's use of the Premises for the Intended Use triggers the obligation to pay any Deferred Taxes, or any other taxes, assessments, penalties, fees or interest, on any other property owned by Landlord (other than the Premises), Landlord shall be solely responsible for paying the same. In the event that the Premises is a part of a larger tax parcel owned by Landlord, and Deferred Taxes become payable on the entire tax parcel as a result of Tenant's use of the Premises for the Intended Use, the Deferred Taxes shall be equitably apportioned as to Landlord and Tenant in a pro-rata manner such that Tenant is responsible only for such costs as they relate to the Premises and Landlord is responsible for the remainder. During the Term, Tenant, at its cost, shall have the right, at any time, to seek a reduction in the assessed valuation of the Premises or to contest any taxes that are assessed against the Premises (or any portion thereof) or are to be paid by Tenant. If Tenant seeks a reduction or contests any taxes, the failure on Tenant's part to pay the taxes shall not constitute a default as long as Tenant complies with the provisions of this Section 11.

12. **Fire or Other Casualty.** In the event that the Premises, Energy Storage System, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant's sole reasonable judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Premises, the Energy Storage System, or other improvements thereon, as the case

may be, Tenant may terminate this Lease by written notice to Landlord. The proceeds of any casualty insurance policy maintained by Tenant shall be payable to Tenant.

**13. Condemnation.**

(a) If the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (a "Total Taking"), then this Lease shall terminate as of the earlier of the date when title thereto vests in the condemnor or the date when possession thereof shall be delivered to the condemnor.

(b) If a portion or portions of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (a "Partial Taking"), then this Lease, only as to the portion or portions so taken, shall terminate as of the date possession thereof shall be delivered to the condemnor, but otherwise this Lease shall remain in full force and effect. If there is any Partial Taking, the Landlord and the Tenant shall both be entitled to participate in the condemnation proceeding to establish the condemnation award to the taking of each parties' interest in the Premises.

(c) If Landlord and Tenant are unable to obtain separate awards with respect to their respective interests in the Premises, then, the single award shall be fairly and equitably apportioned between Landlord and Tenant. The portion of the award to be received by Landlord shall be based upon the taking of or injury to the fee simple estate in the Land, but not the improvements thereon. The portion of the award to be received by Tenant shall be based upon the taking and reduction of Tenant's leasehold estate created by this Lease, the taking of any improvements constructed or placed by Tenant on the Land, loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such taking or condemnation. Notwithstanding the foregoing, however, in the event Tenant has exercised its right to terminate this Lease under this Section 13, then Tenant shall first receive all condemnation proceeds until Tenant has received an amount equal to the appraised value of the improvements made to the Land by Tenant prior to the taking. Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

**14. Default.** If either party fails to comply with any term, covenant or condition of this Lease for a period of thirty (30) days after the defaulting party's receipt of written notice from the other party of such failure (provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, the defaulting party shall not be in default hereunder if it commences to cure within such thirty (30) day period and prosecutes the cure to completion in good faith and with due diligence), then the defaulting party shall be deemed in default hereunder and the other party may, at its option, may pursue any and all remedies available to such party at law or in equity. If there is a default by a party hereunder, the non-defaulting party will take commercially reasonable measures to mitigate its damages.

**15. Binding Effect; Assignment and Subletting.** This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, with Landlord's prior consent which shall not be unreasonably withheld, provided that any such assignee shall agree in writing to be bound by all of the terms and conditions of this Lease. Landlord shall promptly notify



Tenant in writing of the identity and address of any purchaser of Landlord's fee interest in the Premises and Landlord shall cause such purchaser to notify Tenant in writing of the address.

16. **Indemnification.** Except to the extent caused by Landlord, Tenant agrees to indemnify and hold Landlord harmless from any and all damages or claims which Landlord may be compelled to pay on account of injuries to person or damages to property on the Premises where the aforesaid injuries or damages are caused by Tenant (or Tenant's employees, agents, or contractors) or Tenant's breach of this Lease.

17. **Quiet Enjoyment.** Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire Term hereof, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

18. **Waiver.** The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

19. **Notices.** All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord: Anderson County  
Attn: County Administrator  
PO Box 8002  
Anderson, SC 29622

To Tenant: Duke Energy Carolinas, LLC  
Lease Administration  
550 S. Tryon Street, DEC 22A  
Charlotte, NC 28202

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

20. **Memorandum of Lease.** Landlord and Tenant agree that this entire Lease shall not be recorded; provided however, promptly after the full execution of this Lease, Landlord and Tenant shall execute and record (at Tenant's expense) a memorandum of this Lease in the Office of the Register of Deeds in the County in which the Premises is located and which memorandum shall be in form sufficient to publish notice and protect the validity of this Lease and Tenant's rights hereunder. The lease memorandum shall specify the Commencement Date, the Expiration Date, the Renewal Terms granted herein, and such other provisions of this Lease as the parties mutually agree to incorporate therein.

21. **Governing Law/Dispute Resolution.** This Lease shall be construed and enforced in accordance with the laws of the State of South Carolina without regard to Conflict of laws principles. Any dispute regarding this Lease shall be brought as a non-jury matter in the Court of Common Pleas, Anderson County, South Carolina and the Parties hereby WAIVE THEIR RIGHT TO A JURY TRIAL.

22. **Invalidity of Particular Provisions.** If any term or provision of this Lease shall to any extent be ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

23. **Subordination/Non-Disturbance Agreement.**

(a) Tenant's obligation to subordinate its interests or attorn to any mortgagees or beneficiaries of mortgages or deeds of trust, or any other holders of liens on the Premises or any portion thereof (each hereinafter a "**Mortgagee**") that may heretofore or hereafter be placed against the Premises by Landlord is conditioned upon the Mortgagee's written agreement not to disturb Tenant's possession, quiet enjoyment of the Premises, and rights under this Lease so long as Tenant is not in default under the terms of this Lease (beyond any applicable notice and cure periods). Landlord shall use commercially reasonable efforts to provide to Tenant, on or before the expiration date of the Due Diligence Period and Construction Commencement Date, a subordination, non-disturbance, and attornment agreement from any and all current Mortgagees that is reasonably acceptable to Tenant. With respect to any future Mortgagee of a mortgage or deed of trust, Landlord shall use commercially reasonable efforts to obtain from such future Mortgagee a subordination, non-disturbance, and attornment agreement that is reasonably acceptable to Tenant.

(b) In the event any proceedings are brought for foreclosure of any mortgage or deed of trust on the Premises, Tenant will attorn to the purchaser at a foreclosure sale on acquiring Landlord's interest in the Premises and the Lease, and any assignee thereof, and recognize such purchaser or assignee as Landlord under this Lease provided such purchaser or assignee agrees in writing not to disturb Tenant's possession or rights under this Lease or in the Premises, and to acknowledge all of Tenant's rights hereunder, so long as Tenant is not in default under the terms of this Lease (beyond any applicable notice and cure periods). Tenant agrees to give any such Mortgagee of whom Tenant has been informed in writing, written notice of any default or failure to perform by Landlord under this Lease. Such Mortgagee shall have the same amount of time afforded to Landlord hereunder to cure any Landlord default; and Tenant shall accept such cure if timely and effectively made by such Mortgagee.

24. **Warranties and Representations.**

(a) Tenant hereby agrees with, and warrants and represents to Landlord as follows: (i) Tenant is a duly formed and validly existing entity, incorporated or organized under the laws of the State in which it was incorporated or organized; (ii) Tenant has the full legal right, power and authority to execute this Lease and all documents now or hereafter to be executed by it pursuant to this Lease; (iii) this Lease has been duly authorized by all requisite entity action on the part of the Tenant, and is the valid and legally binding obligation of Tenant, enforceable in accordance with its terms; (iv) this Lease will not contravene any provision of Tenant's organizational documents, any judgment, order, decree, writ or injunction issued against Tenant or any provision of any laws applicable to Tenant; and (v) the consummation of the transaction contemplated hereby will not result in a breach or constitute a default or event of default by Tenant under any agreement to which Tenant or any of its assets are subject or bound and will not result in a violation of any laws applicable to Tenant.

(b) Landlord hereby agrees with, and warrants and represents to Tenant as follows: (i) Landlord is the owner of the Premises with full right and authority to execute this Lease and to lease the Premises to Tenant in accordance with the terms hereof; (ii) to the best of Landlord's knowledge, the Premises are free from environmental contamination of any sort, and the Premises complies with any and all applicable laws, rules, and ordinances; (iii) Landlord has not received any notice of condemnation,



zoning change or legal noncompliance relating to the Premises; (iv) Landlord will not institute or consent to any rezoning of the Premises during the Term, unless specifically requested by Tenant; (v) Landlord shall not further encumber the title to the Premises after the Effective Date and during the Term; (vi) Landlord acknowledges that access to sunlight is essential to the value of the rights granted to Tenant under this Lease, and accordingly, Landlord shall not cause or permit any property owned or controlled by Landlord in the vicinity of the Premises, or any activities, uses or improvements thereon, to impair Tenant's use of the Premises or the Energy Storage System thereon (for example, and without limiting the generality of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any other structures to be placed or constructed thereon or permit the growth of any foliage that may obstruct the sunlight that otherwise would reach the Premises, or that may cast shade or shadows upon the Premises or any portion thereof); (vii) the Premises is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants; (viii) Landlord has not and, to the best of Landlord's knowledge, Landlord's tenants or predecessors in title have not used, manufactured, stored or released petroleum products or hazardous substances except in accordance with all laws, rules, and regulations related thereto on, in or under the Premises; (ix) there are no service or maintenance contracts affecting the Premises for which Tenant may be obligated or liable for; (x) there are no delinquent or outstanding assessments, liens, taxes, or other impositions levied or assessed against the Premises; (xi) there is no pending or threatened lawsuit, claim, or legal proceeding against Landlord or the Premises that could affect the Tenant's rights under this Lease or the Landlord's ability to perform Landlord's obligations hereunder; (xii) except for this Lease, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Premises (or any portion thereof), whether written or oral, recorded or unrecorded; (xiii) Landlord is not in the hands of a receiver nor is an application for such a receiver pending; (xiv) Landlord has made no assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; and (xv) within ten (10) days after the Effective Date, Landlord shall provide copies of the following documents with respect to the Premises in Landlord's possession or reasonably available to Landlord: (a) any notices of any statute or code violation; (b) to the extent assignable, copies of all documents, contracts, reports, communications, or other materials reasonably requested by Tenant, that relate to the design, development, construction, condition, ownership or operation of the Premises; (c) surveys of the Land, engineering studies, soil suitability and compaction studies, environmental permits, local zoning permits, variances, waivers, or similar documents; (d) environmental reports and audits (including, but not limited to, all "Phase I" environmental site assessments and other environmental assessment and remediation reports, if any, pertaining to the Premises); (e) liens, mortgages, deeds of trust, leases, easements, restrictions, covenants, and agreements applicable to the Premises; and (f) title commitments, title policies, title opinions, and other title or survey information relating to the Premises. Landlord shall have a continuing obligation to provide to Tenant the documents, if any, referenced in subparts (a) through (f) above, which may come into Landlord's possession, or become available to Landlord, during the Due Diligence Period.

(c) Tenant shall retain title to and be the legal and beneficial owner of the Energy Storage System at all times. Landlord shall provide timely notice of Tenant's title and sole ownership of the Energy Storage System to all persons that have, or may come to have, an interest in or lien upon the real property comprising the Premises. Tenant shall be the exclusive owner of the electricity stored by the Energy Storage System and the Environmental Attributes (as hereinafter defined) and Environmental Incentives (as hereinafter defined) thereof. "Environmental Attributes" means the characteristics of electric power generation at the Energy Storage System that have intrinsic value, separate and apart from the generated energy, arising from the perceived environmental benefits of the Energy Storage System or energy generated at the Energy Storage System, including but not limited to all environmental and other attributes that differentiate the Energy Storage System or energy generated at the Energy Storage System from energy generated by fossil-fuel based generation units, fuels or resources, characteristics of the Energy Storage System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence

of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the Energy Storage System or the compliance of the Energy Storage System or energy generated at the Energy Storage System with the law, rules and standards of the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC or any successor laws, rules or standards or crediting "early action" with a view thereto, or laws or regulations involving or administered by the Environmental Protection Agency or successor administration or any state or federal entity having jurisdiction over a program involving transferability of rights arising from Environmental Attributes. Without limiting the foregoing, "Environmental Attributes" includes green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives under any demand-side management or energy efficiency programs offered by a utility company, a third-party provider, or other incentive programs offered by the state and the right to claim federal income tax credits, if applicable. "Environmental Incentives" means all rights, credits (including tax credits), rebates, benefits, reductions, offsets, and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like, arising from the Environmental Attributes of the Energy Storage System or the energy generated at the Energy Storage System or otherwise from the development or installation of the Energy Storage System or the production, sale, purchase, consumption or use of the energy generated at the Energy Storage System.

25. **Brokerage Commission.** Neither Landlord nor Tenant knows of any real estate brokers or agents who are or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, fees for legal counsel and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

26. **Easements.** Landlord agrees to reasonably cooperate with Tenant in granting easements and rights of way on adjacent property owned by Landlord necessary to serve the Premises for the Tenant's Intended Use. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Tenant is hereby authorized to grant such easements across, under and over the Premises as are necessary for rights of way, ingress and egress, and for the installation, construction, operation, maintenance, repair and replacement of utility lines and related facilities serving the Premises, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises.

27. **Access.** Tenant, and Tenant's employees, agents, contractors, guests, subtenants and designees shall have access to the Premises at all times after the Effective Date and during the Term. On and after the Construction Commencement Date, neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises.

28. **Confidentiality.** Landlord acknowledges that Landlord may become privy to confidential information of Tenant, in addition to information regarding the terms of this Lease. Landlord therefore agrees to take all steps to ensure that any information with regard to Tenant, Tenant's Intended Use of the Premises (and improvements thereon) and/or this Lease, shall remain confidential and shall not be disclosed or revealed to outside sources by Landlord or by its employees, officers, agents, counsel, accountants or representatives, except as otherwise required by law, including without limitation the South Carolina Freedom of Information Act, or court order. The terms of this Section 28 shall survive the expiration or any sooner termination of this Lease.

29. **Estoppel.** Within fifteen (15) business days after written request therefor by Tenant, Landlord shall deliver a certificate to Tenant, Tenant's lender (if applicable) and/or any proposed assignee of Tenant, in a commercially reasonable form, setting forth the terms of this Lease, the absence of default hereunder, and such other reasonable terms as may be requested by Tenant or by such lender or assignee. If the Landlord fails to respond within such fifteen (15) business day period, then, in addition to such failure constituting an event of default, all matters set forth in the estoppel certificate shall be deemed to be true, accurate and complete.

30. **Leasehold Mortgages.** Tenant and every successor and assign of Tenant is hereby given the right by Landlord, without Landlord's consent, to mortgage its interest in this Lease and assign its interest in this Lease as collateral security for such mortgage. If Tenant and/or Tenant's successors and assigns shall mortgage all or part of its interest in this Lease and if Tenant or the holder of such mortgage shall send to Landlord a true copy thereof together with written notice specifying the name and address of the mortgagee and the pertinent recording data with respect to such mortgage, Landlord agrees that so long as the leasehold mortgage remains unsatisfied of record or until written notice of satisfaction is given by the holder to Landlord, the following provisions shall apply:

(a) Landlord shall, upon serving Tenant with any notice of default, simultaneously serve a copy of such notice upon the holder of the leasehold mortgage. The leasehold mortgagee shall have the same period, after service of such notice upon it, to remedy or cause to be remedied the defaults complained of, and Landlord shall accept such leasehold mortgagee's acts if they had been performed by Tenant.

(b) Landlord agrees that in the event of termination of this Lease by reason of any default by Tenant, that Landlord will enter into a new lease for the Premises with the leasehold mortgagee or its nominee for the remainder of the Term effective as of the date of such termination, at the rent and other charges, and upon the terms, provisions, covenants and agreement contained in this Lease, provided:

(i) the mortgagee or its nominee shall pay to Landlord, at the time of execution and delivery of the new lease, any and all sums which would then be due pursuant to this Lease but for such termination; and

(ii) the mortgagee or its nominee shall perform and observe all covenants in this Lease to be performed by Tenant and shall further remedy any other conditions which Tenant was obligated to perform under the terms of this Lease.

(c) Landlord shall, upon request, execute, acknowledge and deliver to each leasehold mortgagee an agreement prepared at the sole cost and expense of Tenant, in form satisfactory to the leasehold mortgagee and to Landlord, between Landlord, Tenant and the leasehold mortgagee confirming the provisions of this Section 30.

The term "mortgage," as used in this Section 30, shall include mortgages, deeds of trust and/or whatever security instruments are used in the State in which the Premises are located from time to time, as well as financing statements, security agreements and other documentation required pursuant to the Uniform Commercial Code.

31. **Bankruptcy.** In the event (i) the Premises or any rights therein shall be levied on by execution or other process of law by a creditor of either party, (ii) if either party shall be adjudged bankrupt or insolvent, (iii) if any party has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) days after the filing thereof, (iv) if any receiver shall be appointed for the business and property of either party, or (v) if any assignment shall be made of either party's property for the benefit of

creditors, thereby diminishing any right or privilege granted by this Lease to the other party, then the other party may terminate this Lease forthwith and otherwise exercise any other remedy it may have at law or equity or under this Lease.

32. **Nature and Extent of Agreement/Amendments.** This Lease contains the complete agreement of the parties regarding the terms and conditions of the lease of the Premises, and there are no oral or written conditions, terms, understandings or other agreements pertaining thereto which have not been incorporated herein. This Lease creates only the relationship of landlord and tenant between the parties as to the Premises; and nothing in this Lease shall in any way be construed to impose upon either party any obligations or restrictions not expressly set forth in this Lease. No amendment or modification of this Lease shall be binding unless in writing and duly executed by both parties.

33. **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original once executed and delivered.

[REMAINDER OF PAGE BLANK. SIGNATURE PAGES FOLLOW.]

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Lease by authority duly given, as of the day and year first above written.

**LANDLORD:**

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

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

STATE OF SOUTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, South Carolina, certify that \_\_\_\_\_, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Printed/Typed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[AFFIX NOTARIAL STAMP OR SEAL]

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Lease by authority duly given, as of the day and year first above written.

**TENANT:**

**DUKE ENERGY CAROLINAS, LLC**

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

Name:

Title:

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, North Carolina, certify that \_\_\_\_\_, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_, of DUKE ENERGY CAROLINAS, LLC, a North Carolina limited liability company, and that he/she, as \_\_\_\_\_, being authorized to do so, voluntarily executed the foregoing instrument on behalf of the limited liability company in the capacity indicated.

WITNESS my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Printed/Typed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[AFFIX NOTARIAL STAMP OR SEAL]






## PLANT INFORMATION

APPROXIMATE ADDRESS	3027 MARTIN LUTHER KING JR BLVD ANDERSON SC 29625
SITE COORDINATES (LAT, LONG)	34.538749, -82.679978
INTERCONNECTION CAPACITY	TBD
INVERTER	PARKER 890GT-x-xxx
INVERTER CAPACITY	2500 KVA
INVERTER COUNT	3
AC CAPACITY	7,500 KVA
ENERGY CAPACITY	5,000 KWH

NOTES:

- ALL LOCATIONS ARE APPROXIMATE

REV	DATE	JOB NO.	PROJECT TYPE	DES	DFTR	CHKD	ENGR	APPD	DESCRIPTION	 <b>DUKE ENERGY</b>  FILENAME: SITEPLAN ANDERSON CIVIC CENTER.DWG	SCALE: NTS	DES:	TITLE			
1	09/04/18		BESS				SFB		UPDATE BESS CAPACITY AND LAYOUT		DWG TYPE: PLAN	DFTR:	CONCEPTUAL SITE PLAN			
0	06/25/18		BESS				SFB		FOR PRELIMINARY REVIEW		JOB NO:	CHKD:	FOR ANDERSON COUNTY CIVIC CENTER BESS			
											DATE: 06/25/16	ENGR: SFB	DWG SIZE	DRAWING NO	SHEET NO.	REVISION
											APPD:	ANSI B 11"x17"				1

**ORDINANCE NO. 2018-041**

**AN ORDINANCE APPROVING THE SALE OF APPROXIMATELY 4.04 ACRES OF PROPERTY OWNED BY ANDERSON COUNTY, SOUTH CAROLINA AND LOCATED NEAR THE SOUTHWEST CORNER OF ORANGE WAY AND MARTIN ROAD TO ONE WORLD TECHNOLOGIES, INC.; AND OTHER MATTERS RELATED THERETO.**

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

**WHEREAS**, the County owns approximately 4.04 acres of real property located on the southwest corner of Orange Way and Martin Road (the “Property”);

**WHEREAS**, the County Council desires to sell the Property to One World Technologies, Inc. (the “Company”); and

**WHEREAS**, representatives for the County and the Company have negotiated that certain Land Conveyance Agreement attached hereto as Exhibit A (the “Agreement”) for the sale of the Property.

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

1. The County Council hereby approves the sale of real property as negotiated in the Land Conveyance Agreement between the County and the Company, a copy of which is attached hereto as Exhibit A. The Chairman of County Council and the County Administrator are hereby authorized, empowered, and directed to execute, acknowledge, and deliver all documents in the name and on behalf of the County to carry out the transaction contemplated by this Ordinance, including, without limitation, deeds, affidavits, settlement statements, and other such documents necessary and appropriate to the sale of the property.

2. The County Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver all documents in the name and on behalf of the County to carry out the transactions contemplated by this Ordinance, including, without limitation, the Ground Lease Agreement, Memorandum of Lease and such other documents necessary and appropriate to the sale of the Property.

3. 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.

4. 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.

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

**ORDAINED** in meeting duly assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**ATTEST:**

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

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

\_\_\_\_\_  
Lacey A. Croegaert  
Clerk to Council

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Leon C. Harmon  
Anderson County Attorney

First Reading: September 18, 2018

Second Reading: \_\_\_\_\_

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

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

**EXHIBIT A**

**Land Conveyance Agreement**

**[To Be Added]**

**ORDINANCE NO. 2018-044**

**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 B 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 B as so revised, without further action by either county.

**DONE** in meeting duly assembled this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

**ANDERSON COUNTY, SOUTH CAROLINA**

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

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

(SEAL)

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Leon C. Harmon  
County Attorney

First Reading: September 18, 2018  
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

A portion of those certain pieces, parcels, or tracts of land, with all improvements thereon, situate lying or being in the County of Anderson, State of South Carolina, bearing Tax Map Numbers:

**Project Adams:** 217-00-03-088 and 217-00-03-008;

**Project AcePelzer:** 215-00-07-006 and 219-00-04-008;

**Project Webster:** 190-00-08-002;

**Project Whitt:** 215-00-07-006; and

**Project Indigo:** 203-00-05-002.



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\_\_\_\_.

Lacey Croegaert  
Clerk, Anderson County Council

Dated: \_\_\_\_\_, 20\_\_

**Anderson County Planning Commission  
Staff Report  
July 9, 2018**

Applicant: St. Clare's Home dba Roman Catholic Diocese of  
Charleston

Current Owner: Sharlan D. Kozak

Property Address: 1226 Massey Road

Precinct: Three and Twenty (Zoning Implemented in 2008)

Council District: 6

TMS #(s): 165-00-12-030

Acreage: +/- 3.86

Current Zoning: R-A (Residential – Agricultural)

Requested Zoning: R-M1 (Mixed Residential District)

Surrounding Zoning: North: R-A  
South: R-20  
East: R-A  
West: R-A

Evaluation: This request is to rezone the parcel of property described above from R-A (Residential – Agricultural) to R-M1 (Mixed Residential District). The applicant's stated purpose for the rezoning is to "use the house on the property to provide a supportive home for women experiencing a crisis during pregnancy and for some time thereafter, to enable them to keep their child (or children), and to help gain the life skills needed to support themselves and their children." Under Chapter 70 Article 4 of the Anderson County Code of Ordinances, such use is considered a group care home.

Pending rezoning, the applicant will be required to obtain a special exception through the Board of Zoning Appeals in order to operate the property as a group care home.

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:

- June 21: Rezoning notification postcards sent to 114 property owners within 2,000' of the subject property;
- June 22: Rezoning notification signs posted on subject property;
- June 23: Planning Commission public hearing advertisement published in the *Anderson Independent-Mail*.

Public Feedback: To date, staff has received one phone call for more information.

Staff Recommendation: Due to the compatibility with the character of the area and Future Land Use map, staff recommends approval of this request.

Zoning Advisory

Group Recommendation: The District 6 Zoning Advisory Group did not meet on July 5, 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 July 9, 2018 and after a duly noted public hearing recommended Approval of a request to rezone from R-A to R-M1. The vote was 4 in favor, 0 opposed and 3 absent.



# Rezoning Application

Date of Application Completion

Application Status (Approved or Denied)

## Applicant's Information

Name: St. Clare's Home (an entity formed by Bishop of Charleston, a Corporation Sole dba Roman Catholic Diocese of Charleston)

Mailing Address: 901 Orange Grove Road Charleston, SC 29407 Attn: Office of Real Estate

Telephone and Fax: 843-261-0523

E-Mail: efowler@charlestdiocese.org with a copy to aaviles@charlestdiocese.org

## Owner's Information

*(If Different from Applicant)*

Name: Sharlan D. Kozak

Mailing Address: 1226 Massey Road Pendleton, SC 29670

Telephone and Fax: 864-884-2905

E-Mail: sharlan@celchemical.com

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.

DocuSigned by:

Sharlan Dee Kozak

6/14/2018 | 09:16 AM PDT

Owner's Signature

Date

## Project Information

Property Location: 1226 Massey Road Pendleton, SC 29670

Parcel Number(s)/TMS: 165-00-12-030

County Council District: 007

School District: 4

Total Acreage: 3.86

Current Land Use: Residential

Current Zoning: R-A

Requested Zoning: R-M1 or R-M2

Purpose of Rezoning: See separate page attached hereto

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

By: John L. Barker  
 Applicant's Signature John L. Barker, Asst. Secretary/Treasurer

6/14/2018  
 Date

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

Comments: \_\_\_\_\_

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

● 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.

By: John L. Barker  
 Applicant's Signature John L. Barker, Asst. Secretary/Treasurer

6/14/2018  
 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: \_\_\_\_\_

### Purposes of St. Clare's Home

Applicant intends to use the house on the property to provide a supportive home for women experiencing a crisis during pregnancy and for some time thereafter, to enable them to keep their child (or children), and to help gain the life skills needed to support themselves and their children





ROMAN CATHOLIC  
**DIOCESE  
OF CHARLESTON**

---

To: Anderson County Planning Commission  
From: Elaine H. Fowler, Corporate Counsel on behalf of St. Clare Home  
Date: June 27, 2018  
Memo: Rezoning of 1226 Massey Road, Pendleton, SC 29670

---

**Home Overview:**

St. Clare's Home will give women experiencing a crisis pregnancy a comfortable and caring environment where they will bond with their babies, while also offering an educational program and support system that will empower them in their journey to independent living. We foresee this Home as providing pregnant women, who are in desperate situations, a real alternative to homelessness by reaching out in love to both expectant mothers and their unborn children. Although our crisis pregnancy centers are doing great work, we have few safety nets in place for pregnant women who find themselves without a place to live.

While living in the Home, the residents will be offered life and parenting skills classes. In addition, they have the opportunity to further their education at either a high school or college level. At the conclusion of their stay at St. Clare's Home, residents will be equipped with the skills needed to care for themselves and for their children. By fulfilling their physical, emotional, educational and spiritual needs, we hope to decrease the women's prenatal stress, allowing them to deliver healthy babies. Additionally, they will acquire the skills and confidence needed to adequately care for their children and manage households of their own.

**The Current Property:**

The Home will house 8 women, provide 24 hour care and supervision, a learning center, a full service kitchen, an outdoor playground, a chapel and a large family room. St. Clare's will be a place – a Home – for women to get the hand up they need to support themselves and their child or children.

Once opened, women of all races, religions, and backgrounds are encouraged to apply for residence at St. Clare's Home regardless of what city or state they currently live. We expect to meet full capacity in a short period of time.

**Our Partnerships:**

St. Clare Home, a subsidiary of the Diocese of Charleston, will be the owner of the property located at 1226 Massey Road, Pendleton, SC 29670. St. Clare Home has partnered with Good Counsel, Inc., a corporation headquartered in Hoboken, NJ, to operate the Home. Good Counsel, Inc. was started in 1985 and has opened and continues to operate 7 maternity homes in 4 states (NY, NJ, CT, AL). Their extensive knowledge and experience in operating maternity homes provides us with great confidence that this Home and its programming will be greatly successful.

In addition to our partnership with an experienced operator, Good Counsel, Inc., we have also engaged with Bon Secours St. Francis Hospital (St. Francis) regarding the provision of health services to these women housed at St. Clare Home. St. Francis has agreed to provide a mobile medical unit to the Home on a regular basis, connect the women in the Home to a local clinic, and provide any additional support available upon our reasonable request. As one would expect some of these women suffer from psychological disorders that require extensive medical assistance. To best meet these needs we have started conversations with Greenville Memorial as they have the top programs in the area for these specific needs.

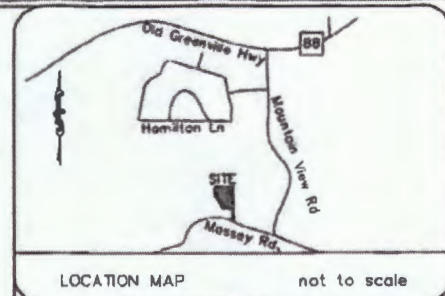
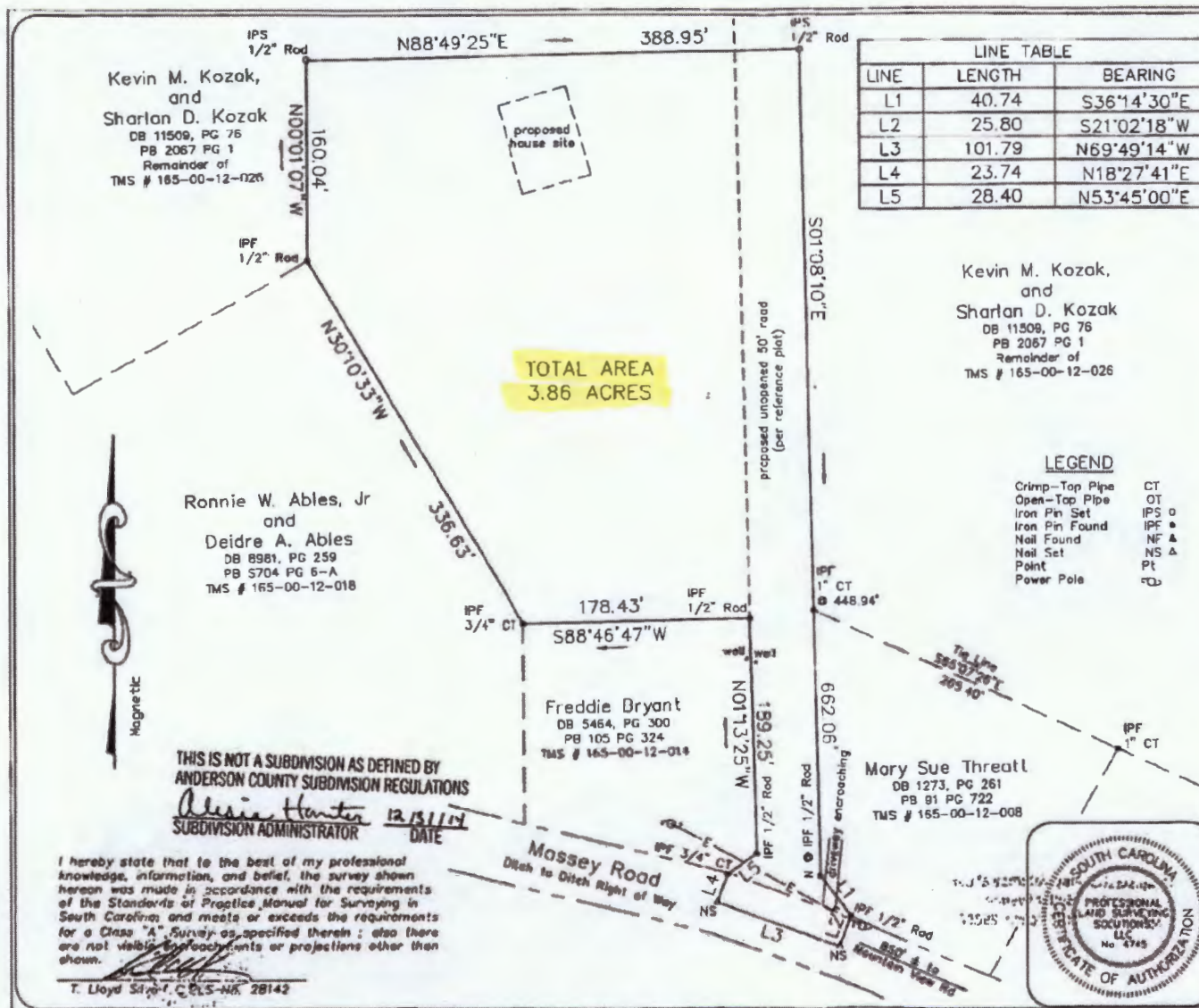
In addition to these corporate partnerships, we expect large support from many faith-filled Christians and Christian organizations in the Greater Greenville area. A strong connection already exists between our Churches in the area and medical facilities that provide direct care to women in crisis pregnancy situations and we expect to see these partnerships continue to expand and grow.

### **Conclusion:**

Please direct all questions to the Diocese of Charleston. Michael F. Acquilano will be present at your public hearings to answer any questions you may have on the use of this Home. Please contact him with any additional information at [macquilano@charlestdiocese.org](mailto:macquilano@charlestdiocese.org) and (843) 709-2717.



140026360 12/31/2014 Bk: S2147 Ps: 00006



**SURVEY FOR:**  
Kevin M. Kozak, and Sharlan D. Kozak  
Brushy Creek Township  
1" = 80' October 14, 2014  
Anderson County, South Carolina

**-NOTES-**  
Property & areas shown subject to any and all rights-of-way, easements, and restrictions that may exist of record, above or on the ground.  
A portion of TMS # 165-00-12-026  
Reference: Plat Book 2067, Page 1

140026360 12/31/2014 04:51:35 PM  
FILED, RECORDED, INDEXED  
Bk: S2147 Ps: 00006 Pages: 001  
Rec Fee: 10.00 St Fee:  
Co Fee:  
REGISTER OF DEEDS, ANDERSON CO, SC  
Wanda Keffer

80' 80' 160'  
scale Graphic Scale feet

**PLS SOLUTIONS, LLC**

107 PINE LANE  
ANDERSON, SOUTH CAROLINA 29621  
PHONE: (864) 630-9627

plat @ S2147-6



# Anderson County



tot map nos  
165-00-12-026  
165-00-12-027  
165-00-12-030

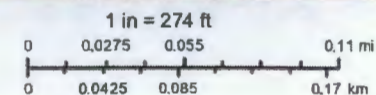
026 - 49.91 ac  
027 - 52.01 ac  
030 - 3.86 ac

May 23, 2018 Disclaimer accepted.

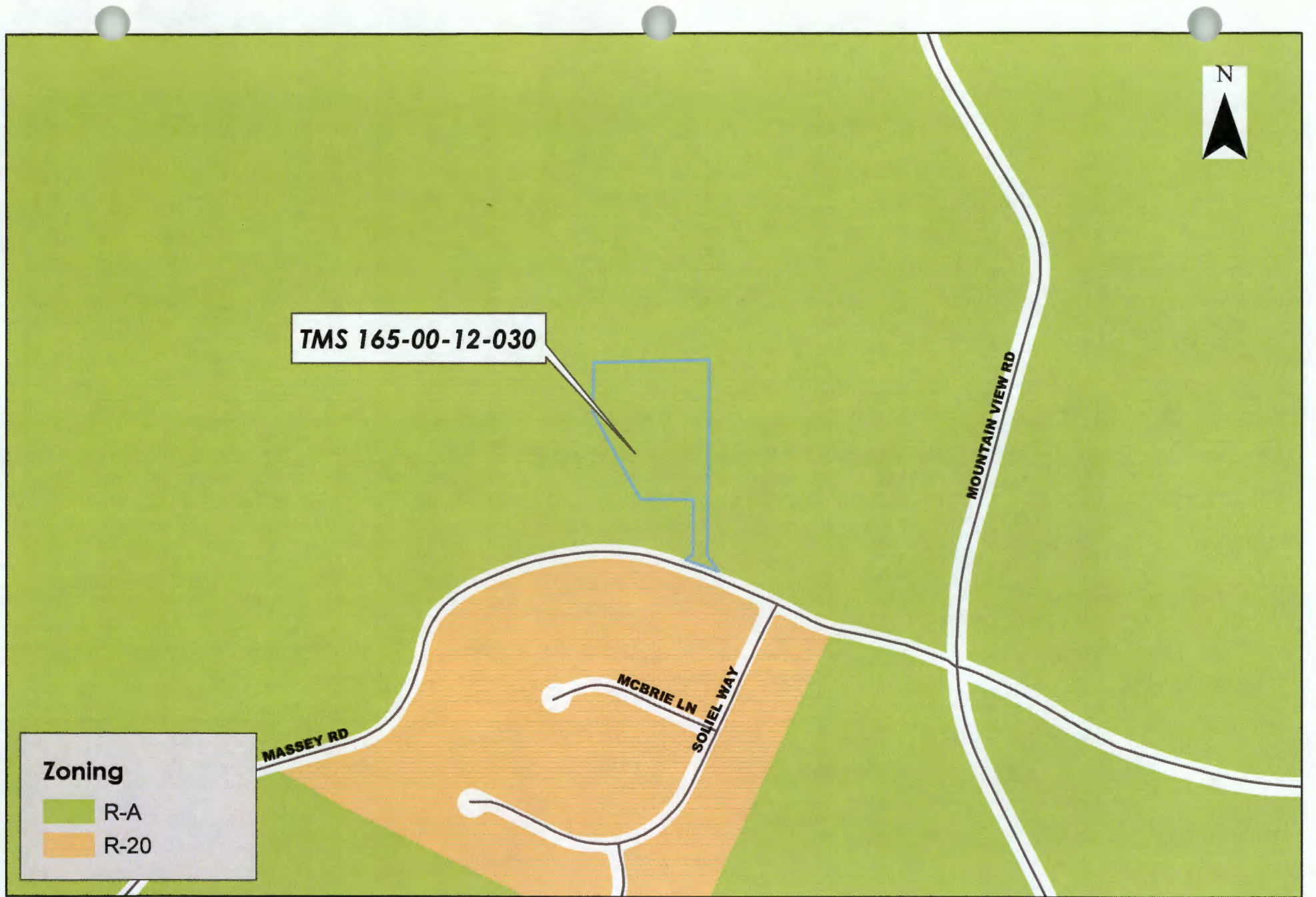
TMS:	1650012030
Owner:	KOZAK SHARLAN D
Owner Address:	1226 MASSEY RD
City/State:	PENDLETON SC
Deed Book:	12196
Tax District:	1
Sale Year:	2016
Deed Page:	155
Description:	MASSEY RD 3.86 AC
Sale Price:	\$10
Market Value:	\$36,280
Zip Code:	29670



Anderson County GIS

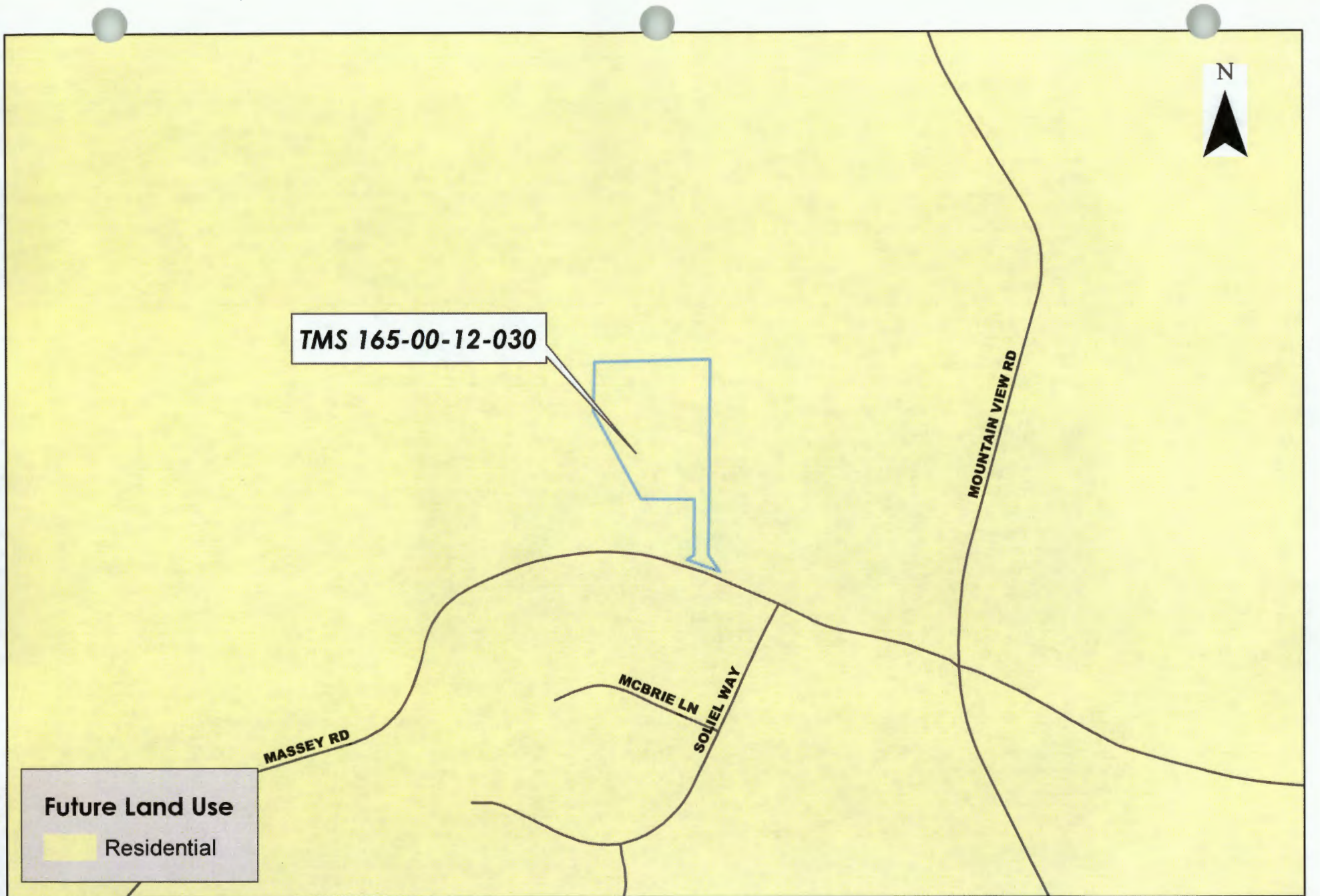


ESRI, Highland Mapping, and Anderson County GIS



**Rezoning Request**  
**1226 Massey Road**  
**R-A to R-M1**





**Rezoning Request**  
**1226 Massey Road**  
**R-A to R-M1**

0 420 840 1,680 Feet





**Rezoning Request**  
**1226 Massey Road**  
**R-A to R-M1**

0 250 500 1,000 Feet





Aerial Photography

**Rezoning Request**  
**1226 Massey Road**  
**R-A to R-M1**

0 420 840 1,680 Feet





6/22/18





6/22/18













# MEMORANDUM

## ANDERSON COUNTY DEVELOPMENT STANDARDS

**DATE:** September 18, 2018

**TO:** Lacey Croeger  
Executive Clerk to Council

**FROM:** Tim Cartee  
Subdivision Administrator

**CC:** Holt Hopkins, Alesia Hunter

**SUBJECT:** The Enclaves at Airy Springs Subdivision Phase II

---

Based on the recommendation of the Roads and Bridges Department, would you please place on the next County Council Agenda for consideration of acceptance for the following roads into the County Maintenance System at their October 2, 2018 Meeting.

This will add 1,110 feet of paved roads to the county maintenance system.

Developer: Airy Springs Properties, LLC  
Location: Hwy 86  
County Council District: 6  
Roads: Wild Hickory Circle

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

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Tom Allen**  
Council District 4

**Cindy Wilson**  
Council District 7

**Ray Graham**  
V. Chairman, District 3

**Gracie Floyd**  
Council District 2

**Ken Waters**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

**ANDERSON COUNTY**  
SOUTH CAROLINA  
**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org



# MEMORANDUM

## ANDERSON COUNTY ROADS AND BRIDGES

**DATE:** September 17, 2018

**TO:** Alesia Hunter  
Development Standards

**FROM:** Norman McGill  
Roadway Management Supervisor

**CC:** Holt Hopkins

**SUBJECT:** The Enclave at Airy Springs Phase 2

---

To the best of my ability, I certify that there are no known drainage issues in **The Enclave at Airy Springs Phase 2**. All drainage facilities and roadways within the proposed county right of way meet the county standards that were approved by the Planning Commission from the preliminary plat. This phase of this subdivision is now eligible to be considered for acceptance into the county maintenance system. This will add 1,110 feet of paved roads to the county maintenance system.

District: 6

Location: The Enclave at Airy Springs

Road: **Wild Hickory Circle (P-02-0245)**

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Tom Allen**  
Council District 4

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Ray Graham**  
V. Chairman, District 3

**Gracie Floyd**  
Council District 2

**Ken Waters**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

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







# MEMORANDUM

## PUBLIC WORKS ADMINISTRATION

**DATE:** SEPTEMBER 26, 2018

**TO:** MS. RITA DAVIS  
Finance Manager

**CC:** HOLT HOPKINS  
Deputy County Administrator/Director of Public Works

**FROM:** MEGAN YOUNG *my*  
Operations Analyst, Public Works

**SUBJECT:** ANDERSON COUNTY PAVING FUNDS.

At the regularly scheduled meeting of the Anderson County Transportation Committee on September 24, 2018, the committee appropriated \$3,150,000 to Anderson County for paving in all seven County Council districts. These roads were approved by Council via Resolution 2017-040. The ACTC requires a 10% match from the County, these funds were appropriated from each Council District on August 15, 2017.

Any roads that were not funded through the C-Fund appropriation will remain on the paving list that we hope to bid with the County's paving funds. In order to maximize the County's paving funds, we would like to transfer all unappropriated funds that remain in individual District Paving accounts from FY18 into the shared account that houses the \$1.5 million appropriation in the FY19 budget. By transferring these funds the C-Fund County paving list will be funded with \$3,465,000 and the County's Regular paving list will be funded with \$1,803,000. We believe this maximizes all paving funds and allows the Roads and Bridges Department to solicit the most competitive bids for County paving projects.

Any funds remaining in the District Accounts were appropriated for municipal work in FY17 and FY18. We will continue to use these accounts to satisfy municipal work requests until this money is gone.

Please refer to **Exhibit A** for amounts to be transferred and the matching funds appropriated for C-Fund work.

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Tom Allen**  
Council District 4

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Ray Graham**  
V. Chairman, District 3

**Gracie Floyd**  
Council District 2

**Ken Waters**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

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

Council District	"C" Fund Match	Available
1	\$ 91,663.00	\$ 25,226.19
2	61,088.00	75,002.00
3	23,379.00	56,179.54
4	108,388.00	-
5	196,148.00	-
6	18,867.00	90,703.00
7	5,411.00	18,399.34

Total "C" Match Previously

Appropriated

10% "C" Fund Match

504,944.00

(315,000.00)

\$ 189,944.00

\$ 265,510.07

\$ 455,454.07 Potential Total to Allocate to District Paving Contract

1,500,000.00 FY 19 Budget-All Districts

(152,000.00) Appropriated FY 19 Already

(60,000.00) AOP Mental Health Parking Lot Request

\$ 1,743,454.07 Amount for District Paving Contract





# MEMORANDUM

## ANDERSON COUNTY ROADS AND BRIDGES

**DATE:** September 27, 2018

**TO:** Matt Hogan

**FROM:** Norman McGill  
Roadway Management Supervisor

**CC:** Holt Hopkins

**SUBJECT:** Parking Area 140 (Anderson, Oconee, Pickens Mental Health)

ITEM OF WORK	UNIT	QTY	UNIT	TOTAL
			PRICE	AMOUNT
Mill Existing Asphalt (variable)	SY	980	\$2.50	\$2,450.00
4" Full Depth Patching ( as needed)	SY	300	\$35.00	\$10,500.00
2.5" Asphalt Surface Course	Tons	135	\$82.00	\$11,070.00
4" White /Blue/Yellow Solid Lines (Fast Dry Paint)	LF	600	\$ .40	\$240.00
HandiCap Symbols ( Fast Dry Paint)	EA	4	\$35.00	\$140.00
<b>Subtotal</b>				\$24,400.00
Contingency				\$2,440.00
<b>GRAND TOTAL</b>				<b>\$26,840.00</b>

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Tom Allen**  
Council District 4

**Cindy Wilson**  
Council District 7

**Ray Graham**  
V. Chairman, District 3

**Gracie Floyd**  
Council District 2

**Ken Waters**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

26,840.00 +  
side  
front  
002  
31,872.50 +  
58,712.50 \*



# MEMORANDUM

## ANDERSON COUNTY ROADS AND BRIDGES

**DATE:** September 27, 2018

**TO:** Matt Hogan

**FROM:** Norman McGill  
Roadway Management Supervisor

**CC:** Holt Hopkins

**SUBJECT:** Parking Area 139 (Anderson, Oconee, Pickens Mental Health)

ITEM OF WORK	UNIT	QTY	UNIT	TOTAL
			PRICE	AMOUNT
Mill Existing Asphalt (variable)	SY	1450	\$2.50	\$3,625.00
4" Full Depth Patching ( as needed)	SY	250	\$35.00	\$8,750.00
2.5" Asphalt Surface Course	Tons	200	\$82.00	\$16,400.00
4" White /Blue/Yellow Solid Lines (Fast Dry Paint)	LF	500	\$ .40	\$200.00
<b>Subtotal</b>				\$28,975.00
Contingency				\$2,897.50
<b>GRAND TOTAL</b>				<b>\$31,872.50</b>

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Tom Allen**  
Council District 4

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Ray Graham**  
V. Chairman, District 3

**Gracie Floyd**  
Council District 2

**Ken Waters**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

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

# All Districts Paving Report

Through August 31, 2018

FY18-19 Budget	\$1,500,000.00
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Committed	#REF!
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<b>AVAILABLE</b>	#REF!
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**FDP** = Full-Depth Patching; **FDR** = Full-Depth Reclamation, **ST** = Single-Treatment; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

		Projects/Towns-Cities/Other		Total Project Spent to Date	Completion Date
Approval Date	Project	Scope	Appropriated Amount		
08/07/18	Townville Fire Department	Pave Parking Lot	\$10,000.00		
08/07/18	Town of Honea Path	Paving	\$48,000.00		
08/07/18	Town of Pelzer	Paving	\$17,000.00		
08/07/18	Town of West Pelzer	Paving	\$25,000.00		
08/07/18	Town of Williamston	Paving	\$52,000.00		
Totals:			\$152,000.00	\$0.00	

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

Prepared By: Sherry McGraw    Roads & Bridges  
Date

Sherry McGraw  
September 6, 2018

Certified by: Neil Carney    Neil Carney  
Date

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\_\_\_\_\_

## District 1 Paving Report

Through August 31, 2018

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

<b>AVAILABLE</b>	<b>\$25,226.19</b>
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**FDP** = Full Depth Patching; **FDR** = Full Depth Reclamation; **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

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

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

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

Prepared By: Sherry McGraw Roads & Bridges  
Date

Sherry McGraw  
September 6, 2018

Certified By: Neil Carney      Neil Carney  
Date

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## District 2 Paving Report

Through August 31, 2018

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$136,090.00
Committed	\$61,088.00
<b>AVAILABLE</b>	<b>\$75,002.00</b>

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

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

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

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

Prepared By: Sherry McGraw Roads & Bridges  
Date

Sherry McGraw  
September 6, 2018

Certified By: Neil Carney  
Date

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## District 3 Paving Report

Through August 31, 2018

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$122,250.00
Committed	\$66,070.46
<b>AVAILABLE</b>	<b>\$56,179.54</b>

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

		Projects/Towns&Cities/Other			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/8/2013	Town of Iva	Grading/Drainage	\$45,000.00	\$21,040.24	Incomplete
7/7/2015	Town of Iva	Grading/Drainage	\$16,250.00	\$0.00	Incomplete
7/7/2015	Town of Starr	Grading/Drainage	\$8,000.00	\$5,518.30	Incomplete
	City of Belton	Grading/Drainage		\$0.00	
		Totals:	\$69,250.00	\$26,558.54	

		District 3 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/15/2017	Paving (Pending C-Fund match)		\$23,379.00	\$0.00	
		Totals:	\$23,379.00	\$0.00	

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

Prepared By: Sherry McGraw

Roads and Bridges

Date

Sherry McGraw

September 6, 2018

Certified By: Neil Carney

Neil Carney

Date

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# District 4 Paving Report

Through August 31, 2018

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$120,845.00
Committed	\$120,845.00

<b>AVAILABLE</b>	<b>\$0.00</b>
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FDP = Full Depth Patching; FDR = Full Depth Reclamation, ST = Single Treat; FS = Fog Seal; Pave = Resurface with Asphalt; CS = Crack Seal

Projects/Towns&Cities/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
7/7/2015	Town of Pendleton	Grading/drainage	\$39,500.00	\$27,042.90	incomplete
Totals:			\$39,500.00	\$27,042.90	

District 4 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/15/2017	Paving (Pending C-Fund match)		\$108,388.00		
Totals:			\$108,388.00	\$0.00	

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

Prepared By: Sherry McGraw Roads & Bridges  
Date

Sherry McGraw  
September 6, 2018

Certified By: Neil Carney Neil Carney  
Date

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## District 5 Paving Report

Through August 31, 2018

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$196,150.00
Committed	\$196,148.00

<b>AVAILABLE</b>	<b>\$2.00</b>
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**FDP** = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

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

District 5 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/15/2017	Paving (Pending C-Fund match)		\$196,148.00		
Totals:			\$196,148.00	\$0.00	

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

Prepared By: Sherry McGraw Roads and Bridges  
Date

Sherry McGraw  
September 6, 2018

Certified By: Neil Carney Neil Carney  
Date

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## District 6 Paving Report

Through August 31, 2018

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$129,570.00
Committed	\$38,867.00
<b>AVAILABLE</b>	<b>\$90,703.00</b>

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

Projects/Towns&Cities/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
08/07/18	Powdersville -School District One	Paving	\$20,000.00	\$20,000.00	8/29/2018
Totals:			\$20,000.00	\$20,000.00	

District 6 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/15/2017	Paving (Pending C-Fund match)		\$18,867.00		
Totals			\$18,867.00	\$0.00	

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

Prepared By: Sherry McGraw Roads and Bridges  
Date

Sherry McGraw  
September 6, 2018

Certified By: Neil Carney Neil Carney  
Date

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# District 7 Paving Report

Through August 31, 2018

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$109,045.00
Committed	\$91,074.46
<b>AVAILABLE</b>	<b>\$17,970.54</b>

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

		Projects/Towns&Cities/Other			
Approval Date	Project	Scope	Appropriated Amount	T total Project Spent To-Date	Completion Date
10/19/2016	Town of Honea Path	Grading/drainage	\$48,000.00	\$22,602.55	incomplete
11/18/2014	Town of Pelzer	Grading/drainage	\$5,000.00	\$2,812.55	incomplete
7/7/2015	Town of Pelzer	Grading/drainage	\$2,500.00	\$0.00	incomplete
10/19/2016	Town of Pelzer	Grading/drainage	\$17,000.00	\$0.00	incomplete
	Town of West Pelzer	Grading/drainage	\$0.00	\$0.00	
10/19/2016	Town of Williamston	Grading/drainage	\$52,000.00	\$13,850.24	incomplete
		Totals:	\$124,500.00	\$39,265.34	

<b>District 7 Paving Plan</b>					
<b>Approval Date</b>	<b>Project</b>	<b>Scope</b>	<b>Appropriated Amount</b>	<b>Total Project Spent To-Date</b>	<b>Completion Date</b>
8/15/2017	Paving (Pending C-Fund match)		\$5,411.00		
<b>Totals:</b>			\$5,411.00	\$0.00	

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

Prepared By: Sherry McGraw Roads and Bridges

Date \_\_\_\_\_

Sherry McGraw  
September 6, 2018

Certified By: Neil Carney

Neil Carney  
Date

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## 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: Middleton, Marion, Jr., W.  
Last, First, Middle Initial

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

1. Museum Advisory Board
2. \_\_\_\_\_
3. \_\_\_\_\_

Physical Address and Mailing Address, if different:

\_\_\_\_\_ Physical

\_\_\_\_\_ Mailing

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Preferred method of contact: email

County Council District: 7

GED Equivalent: Yes or No

Highest Level of Education: MA - Furman '97 High School Grad: Yes or No

College Attended: The Citadel Degree: BA - History

Address of College: 171 Moultrie St. Charleston SC 29409

Employment History:

COMPANY	POSITION	EMPLOYMENT DATES
<u>Anderson #1</u>	<u>Teacher</u>	<u>2008 - Present</u>
<u>Anderson #5</u>	<u>Teacher</u>	<u>2003 - 2008</u>

Marion Middleton J  
Signature of Applicant

7/10/12  
Date

Recommendation of Council: \_\_\_\_\_

RECREATION FUND APPROPRIATIONS  
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: Anderson 1, 2, 3, 4, 5, 6, 7

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

1. Name of entity requesting recreation fund appropriation:

CRESCENT ELITE SHOOTERS

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

\$1500

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

SUPPLIES & ENTRY FEES FOR STUDENTS

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

Yes

5. Contact Person: DAVID NIXON  
Mailing Address: PO Box 1118  
Phone Number: 864-378-0279  
Email: NIXOND@ALSD3.ORG

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

Anderson 3 has committed matching funds to this program with coaches supplements & travel assistance.

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

Signature

Print Name

Date

David Nixon 9/21/17

Anderson County Sheriff's Office- August (2018) Metrics	
<b>Uniform Patrol</b>	
Average Daily Calls for Service	352
Total Calls for Service	11,187
Total Number of Incident Reports	1,595
Total Number of Arrests	457
Total Number of "Domestic" Incident	62
Total Number of "Unlawful Conduct Towards a Child" Reports	6
<b>Animal Control</b>	
Average Daily Calls for Service	748
Total Calls for Service	25
Total Number of Animals Collected and Transported	194
Total Number of State Tickets/Arrest Warrants	11
Total Number of County Ordinance Tickets/Warnings Issued	234
<b>Communications Center (Dispatch)</b>	
Average Daily Calls for Assistance	1,103
Total Number of Calls for Assistance	34,179
<b>Records and Judicial Orders</b>	
Total Number of Civil Papers Received	1,272
Total Number of Civil Papers Served	1,068
Total Number of Warrants Received	408
Total Number of Warrants Served or	421
<b>Forensics</b>	
Total Individual Drug Analysis Completed by Chemists	3,613
Total Number of Evidence Pieces Collected	527
Total Number of Evidence Pieces Processed	823
Total Number of CSI Calls	220
Total Number of Photos Taken	6,170
Total Number of Finger Prints Collected	390
<b>Detention Center</b>	
Average Daily Population	413
Total Number of Meals Served	37,590
Litter Crew: Total Miles Cleaned/Cleared	33.4
Litter Crew: Total Number of Trash Bags Processed	1,376