



**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

Brett Sanders
Council District 4

Jimmy Davis
Council District 6

M. Cindy Wilson
Council District 7

Lacey A. Croegaert
Clerk to Council

Rusty Burns
County Administrator

AGENDA
ANDERSON COUNTY COUNCIL
September 3, 2019 at 6:00 PM
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER:

2. RESOLUTIONS:

- a. **R2019-035:** A resolution to recognize and honor Anderson Pregnancy Care for its exceptional efforts to promote the sanctity of life throughout Anderson County by providing young women with positive, life affirming alternatives to abortion.
Mr. Craig Wooten (allotted 5 minutes)

3. ADJOURNMENT:

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
September 3, 2019 at 6:30 PM
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER:

2. INVOCATION AND PLEDGE OF ALLEGIANCE:

Mr. Jimmy Davis
August 20, 2019

3. APPROVAL OF MINUTES:

4. CITIZENS COMMENTS: Agenda Matters only

5. DISCUSSION ON PROJECT MCPEND: Ms. Gracie S. Floyd (allotted 20 minutes)

6. ORDINANCE THIRD READING:

- a. **2019-036:** An ordinance authorizing pursuant to Title 4 of the Code of Laws of South Carolina 1976, as amended, including sections 4-1-170, 4-1-175, and 4-29-68 thereof, and Article VIII, Section 13 of the South Carolina Constitution the, execution and delivery of an Infrastructure Credit Agreement, by and between Anderson County, South Carolina and Falls At Meehan Apartments, LLC, including certain related or affiliated entities (Formerly identified by the County as Project MCPEND), to provide for certain Special Source Revenue or Infrastructure Credits.
(Project MCPEND) **PUBLIC HEARING-NO TIME LIMITS**

Mr. Burriss Nelson (allotted 5 minutes)

- b. **2019-037:** 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 (Project MCPEND)
PUBLIC HEARING-NO TIME LIMITS Mr. Burriss Nelson (allotted 5 minutes)

7. ORDINANCE SECOND READING: None

8. ORDINANCE FIRST READING:

- a. **2019-042:** 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 to enlarge the park to include certain property of Project Alloy.
(Project Alloy) Mr. Burriss Nelson (allotted 5 minutes)
- b. **2019-043:** An Ordinance to amend the Code of Ordinances, Anderson County, South Carolina, Chapter 38 so as to add to Article VI a new division Titled Road Maintenance Fee. **TITLE ONLY** Mr. Tommy Dunn (allotted 20 minutes)
- c. **2019-044:** An ordinance authorizing the execution and delivery of a Fee in Lieu of Tax and Incentive Agreement by and between Anderson County, South Carolina and a company identified for the time being as Project Augustus, with respect to certain Economic Development property to be located at one or more locations in the County, whereby such property will be subject to certain payments in Lieu of Taxes.
(Project Augustus) Mr. Burriss Nelson (allotted 5 minutes)

- d. **2019-045**: An ordinance to approve a Ground Lease by and between Anderson County, South Carolina and Tri-County Technical College for a site at the Anderson Regional Airport for Heavy Equipment Operator Training and for a site at the TTI Pearman Dairy Road Facility for a Lineman Training School.

Mr. Rusty Burns (allotted 5 minutes)

- e. **2019-046**: An ordinance to approve an amendment to the Fee in Lieu of Tax Agreement and Infrastructure Finance Agreement between Anderson County, South Carolina and Ortec, Inc. so as to add the Town of Pendleton as a party to the agreements.

Mr. Burriss Nelson (allotted 5 minutes)

9. RESOLUTIONS:

- a. **R2019-036**: A resolution authorizing, under certain conditions, the execution and delivery by Anderson County, South Carolina of a Fee in Lieu of Tax and Incentive Agreement with a company identified for the time being as Project Augustus with respect to a commercial and/or Industrial Project to be located at one or more locations in the County whereby the project would be subject to payment of certain fees in Lieu of Taxes and the provision of certain Special Source Revenue Credits; and providing for related matters.

Mr. Burriss Nelson (allotted 5 minutes)

- b. **R2019-037**: A resolution to certify the Old Isola Laminate Systems Property at 500 Westinghouse Drive in Anderson County, South Carolina as an abandoned building site.

Mr. Burriss Nelson (allotted 5 minutes)

10. BID APPROVALS:

- a. BID # 20-004 Chris Taylor Park Improvements

11. CAPITAL-VOTER REGISTRATION AND ELECTIONS:

Mr. Rusty Burns (allotted 5 minutes)

12. APPROVAL OF CERTIFICATION OF 2019 TAX LEVY TO COUNTY AUDITOR:

Mr. Tommy Dunn (allotted 5 minutes)

13. ROAD ACCEPTANCE INTO COUNTY INVENTORY:

Bronson Ridge Subdivision: (Council District 1)

Bronson Ridge

Bronson Road

Greer Farm Lane

14. REPORT FROM PUBLIC SAFETY HELD ON AUGUST 30, 2019:

3. Radio Fees for Belton and Honea Path

Chairman Ray Graham (allotted 15 minutes)

4. BID # 19-059 Inmate Healthcare Services

5. East/West Connector Safety Plan

6. Franchise Agreement and application process

7. New Dispatch SOGs

8. Discussion on current EMS Fee schedule

9. Update on Exhibit B

10. Discussion on Medical Control

11. EMD Process with new radio system

15. APPOINTMENTS:

Land Use and Zoning Board of Appeals- D4

16. REQUESTS BY COUNCIL:

All Districts (14 minutes)

City of Belton Parks and Recreation- D3

First Tee of the Upstate-D4

Wren Bass Team- D6

Anderson County Human Society-All

Anderson Lights of Hope-All

Faces and Voices of Recovery (FAVOR) -All

17. ADMINISTRATORS REPORT:

(allotted 2 minutes)

18. CITIZENS COMMENTS:

19. REMARKS FROM COUNCIL:

20. ADJOURNMENT:

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

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

RESOLUTION #R2019-035

A RESOLUTION TO RECOGNIZE AND HONOR ANDERSON PREGNANCY CARE FOR ITS EXCEPTIONAL EFFORTS TO PROMOTE THE SANCTITY OF LIFE THROUGHOUT ANDERSON COUNTY BY PROVIDING YOUNG WOMEN WITH POSITIVE, LIFE-AFFIRMING ALTERNATIVES TO ABORTION.

WHEREAS, Anderson Pregnancy Care, formerly known as Anderson Crisis Pregnancy Center, is “a Christ-centered nonprofit organization committed to providing assistance to women who believe themselves to be facing an untimely pregnancy, exists to minister to women and their families with the love and compassion of Jesus Christ by providing positive life-affirming alternatives to abortion, believing that life of the pre-born is precious as is the life of the mother;” and

WHEREAS, Anderson Pregnancy Care’s volunteers and staff daily provide young women with free services including, but not limited to, pregnancy tests, information about abortion alternatives, abstinence counseling, post-abortion counseling and support group for women who have had abortions, and a points program that incentivizes healthy practices and supplies clothing, diapers, formula, and furnishings for mothers and babies through the baby’s first eighteen months of life; and

WHEREAS, Anderson Pregnancy Care significantly expanded its capacity to serve young women in a recent expansion that more than doubles its programming space, providing three private rooms for counselors to meet with clients, a private room equipped with an ultrasound machine, a large classroom area, and a baby and toddler playroom.

NOW, THEREFORE, BE IT RESOLVED, in meeting duly assembled this third day of September 2019, to take effect and be in force immediately upon enactment, that the Anderson County Council expresses its gratitude to Anderson Pregnancy Care for its life-saving work and recognizes the organization’s reputation as a model in South Carolina and beyond for communities that seek, through practical assistance, to protect the sanctity of human life and provide a sanctuary for unborn children and their mothers.

Tommy Dunn, Chairman
District Five

Ray Graham, Vice-Chairman
District Three

Craig Wooten
District One

Gracie S. Floyd
District Two

Brett Sanders
District Four

Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Lacey A. Croegaert
Clerk to Council

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
AUGUST 20, 2019

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
RAY GRAHAM
BRETT SANDERS
CRAIG WOOTEN
CINDY WILSON
JIMMY DAVIS

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT

1 TOMMY DUNN: At this time I'd like to
2 welcome each and every one of you here. Thank you for
3 coming. I'm like to call to order tonight our part of
4 presentations, proclamations and resolutions, of August
5 20th.

6 First order of business will be 2(a), Resolution
7 and Proclamation R2019-034. I'd like to ask Council
8 lady Ms. Wilson if she'd ---

9 CINDY WILSON: Thank you, Mr. Chairman. Boy,
10 this is absolutely an honor to recognize the adventure
11 of a lifetime these young people and their families
12 had.

13 **THIS IS A RESOLUTION TO HONOR AND RECOGNIZE HONEA**
14 **PATH 8U ALL-STAR BASEBALL TEAM FOR THEIR EXCEPTIONAL**
15 **PERFORMANCE AS THE DIXIE YOUTH DISTRICT 1 DIVISION 2**
16 **CHAMPIONS AND THE STATE RUNNER-UP OF THE DIXIE YOUTH**
17 **2AA COACH PITCH BASEBALL TOURNAMENT; AND OTHER MATTER**
18 **RELATED THERETO.**

19 **Whereas**, on Saturday June 1, 2019 the Honea Path 8
20 and under All-Star team joined together and began
21 practicing; and,

22 **Whereas**, on June 13-15 the team participated in the
23 Dixie Youth District 1 Division 2 Coach Pitch
24 Tournament. The team finished the tournament with a 4-
25 1 record and became the District 1 Division 2
26 Champions; and,

27 **Whereas**, on July 5-9, the Honea Path 8 and under
28 All-Star Baseball team did play in the Dixie Youth 2AA
29 Coach Pitch Baseball Tournament at the Anderson Sports
30 and Entertainment Center Baseball Complex. The Honea
31 Path 8 and under All-Stars ended the tournament with 4-
32 2 record and became the State Runner-up in the 2019
33 Division 2AA Coach Pitch Tournament, earning the
34 invitation and chance to compete in the national
35 tournament; and,

36 **Whereas**, during the tournament the team also
37 received the 2019 Sportsmanship Award for displaying
38 the greatest sportsmanship off and on the field; and,

39 **Whereas**, on July 26-30, 2019 the team traveled to
40 Ruston, Louisiana to compete and represent South
41 Carolina in the Dixie Youth Baseball Machine Pitch
42 Division 2 World Series. The team finished in third
43 place with a record of 3-3 out of the 8 teams competing
44 in their division. During the tournament the team
45 scored 28 runs in a single game which was the highest
46 score of any game in this series; and,

47 **Whereas**, during the tournament the team also
48 competed in various skills competitions such as a
49 home run derby, a round-robin infield competition and a
50 base-running competition. Two players from the

1 team received 1st and 2nd place in the base running
2 competition; and,

3 **Now Therefore**, the Anderson County Council is proud
4 to recognize our youth who demonstrate high qualities
5 of sportsmanship, dedication and teamwork. We are
6 extremely proud of all of your accomplishments as you
7 reflect true pride in our community, setting an example
8 for your peers to emulate. We wish you great success
9 in all of your future endeavors.

10 **RESOLVED** in meeting duly assembled this **20th** day of
11 **August, 2019**. And I think we're going to have a lot of
12 fun greeting all these young people and their families
13 and coaches when they come up.

14 May I put that in the form of a motion?

15 TOMMY DUNN: We have a motion by Ms.
16 Wilson. Do we have a second?

17 JIMMY DAVIS: Second.

18 TOMMY DUNN: Second Mr. Davis. Any
19 discussion? I'll echo Ms. Wilson's thoughts and
20 congratulate y'all. Appreciate the fine job y'all done
21 in representing Anderson County. Anybody have anything
22 else? All in favor of the motion show of hands.
23 Opposed like sign. Show the motion carries
24 unanimously. Ms. Wilson.

25 CINDY WILSON: We'll greet our folks down
26 there.

27 **PRESENTATION OF RESOLUTION**

28 **APPLAUSE**

29 TOMMY DUNN: That will conclude this part
30 of the council meeting. We'll reconvene back here at
31 6:30.

32
33

(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:10 P.M.)

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
AUGUST 20, 2019

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
RAY GRAHAM
BRETT SANDERS
CRAIG WOOTEN
CINDY WILSON
GRACIE FLOYD
JIMMY DAVIS

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT

1 TOMMY DUNN: At this time let me call
2 the regular Anderson County Council meeting of August
3 20 to order. Welcome everyone here and thank you for
4 coming tonight. At this time I'd like to ask
5 Councilman Brett Sanders if he would lead us in
6 invocation and pledge of allegiance. Can we all rise,
7 please?

8 **INVOCATION AND PLEDGE OF ALLEGIANCE BY BRETT SANDERS**

9 TOMMY DUNN: Are there any changes or
10 corrections that need to be made to the minutes of
11 August 6th?

12 CINDY WILSON: Yes, sir.

13 TOMMY DUNN: Ms. Wilson.

14 CINDY WILSON: On page 46, line 24, I
15 would request a clarification. The sentence began as
16 above, but on line 24 after Mr. Brett Sanders referring
17 to committeemen and council members and then Solid
18 Waste Director, Mr. Greg Smith. I would request that
19 that be inserted. And at the bottom of the page, form
20 on line 50 should be from. And let's see, there was
21 one other one. On page 53 the appropriation in line 10
22 to Cheddar Youth Center instead of young. And I would
23 make the motion that we accept with those amendments
24 unless someone else has anything.

25 TOMMY DUNN: Ms. Wilson -- does anyone
26 else have anything? Ms. Wilson makes the motion to
27 accept the minutes with those corrections to be made.
28 Do we have a second?

29 JIMMY DAVIS: Second.

30 TOMMY DUNN: Second by Mr. Davis. All
31 in favor of the motion show of hands. All opposed like
32 sign. Show the motion carries unanimously.

33 Before we move on, a couple of things. I'd like to
34 congratulate Mr. Graham for his nomination and election
35 to the South Carolina Association of Counties Board.
36 Appreciate it, Mr. Graham. I know you'll represent all
37 of South Carolina good, and especially Anderson County.

38 Also, tonight -- give me just one second -- item
39 8(a) and 8(b) will be pulled. They're not ready.
40 That's economic development thing, Swan, Project Swan.
41 8(a) and 8(b) will be removed from tonight's agenda.

42 Moving on now to item number 4, citizens comments.
43 As our attorney, Mr. Harmon, calls your name, please,
44 for the record state your name and district. You have
45 three minutes. Address the chair and only speak to
46 items on the agenda this go-around. Any other items
47 can be addressed at the end of the meeting if you
48 signed up for it. So Mr. Harmon.

49 LEON HARMON: Mr. Chairman, first speaker
50 is Richard Bennett.

1 TOMMY DUNN: Mr. Burns, make sure that's
2 working good.

3 RICHARD BENNETT: Richard Bennett, I'm
4 District 4. I appreciate the time. I'm speaking on
5 item number 7 of the agenda. I requested a rezoning
6 from R-20 to C-2. We've got to kind of going on that
7 and since then I've met with the citizens in the
8 neighborhood and several of the neighbors Friday night.
9 Come to some understanding of what we can do and not.
10 We're trying to work it out a little bit more. So I'd
11 like to ask if the council would please give us a table
12 of number 7 tonight so we can go a little further.

13 And also I was wanting to be able to go over kind
14 of where we are right now. We agreed, and we're not
15 final, we're still talking, still adjusting, nothing is
16 finalized, just to put a deed restriction on the
17 property of twenty years, a three hundred foot buffer
18 on the back to be left natural subject to a power or
19 water line through it; a twenty foot buffer from the
20 right-of-way roughly off ?? Road up the whole property
21 line; limit to one access on Cartee Road. And I
22 located access on a road which is up in the upper half
23 but we'll have a plat done on that.

24 And so what I would ask is to table it. We're
25 going to try to meet again with more of the
26 neighborhood, and I think I'm going to meet with a
27 bigger group and we'll probably make some decisions and
28 come to a verbal agreement. Maybe go to second reading
29 and possible -- before the third reading I would put a
30 -- we all agreed to put deed restrictions on the
31 property that was satisfied to us and me, as well. I
32 think most the stuff we're doing makes sense for both
33 sides. It doesn't hurt my project and I don't think --
34 I think it helps them, as well. So that's what I'd
35 like see happen if council could please table that to
36 make it an opportunity.

37 TOMMY DUNN: Appreciate that, Mr.
38 Bennett, and appreciate your willingness to work with
39 the citizens. That's what it's all about. And hope we
40 get a win-win. And when it comes up on the agenda,
41 we'll have somebody take care of it.

42 RICHARD BENNETT: Thank you very much, sir.

43 TOMMY DUNN: Thank you.

44 Mr. Harmon?

45 LEON HARMON: Mr. Chairman, I'm not sure
46 of this next name. The last name may be Nash or
47 Martin.

48 TOMMY DUNN: What's the first name? Got
49 a first name? Who signed up on the sheet second?
50 Anybody know here?

1 RUSTY BURNS: It would appear that the
2 first name starts with M and second name starts with N.
3 TOMMY DUNN: Don't be embarrassed. I
4 can't read my own writing when it gets cold.
5 MIKE MANLEY: My name is Mike Manley. I
6 live at 1158 Cartee Road. I've lived there for about
7 twenty-two years. I've raised three grand kids out
8 there. It's a wonderful neighborhood. There's about
9 fifty-five homes out there. Fortunately we live on a
10 dead-end cul-de-sac. So we only have one way out and
11 one way in there. So it's kind of isolated.
12 Unfortunately our exit out of there is onto the exit
13 ramp at exit 14 on I-85; a pretty dangerous exit for
14 us.
15 I want to thank the council for last meeting where
16 we had the first reading and how y'all encouraged us to
17 get together. We've done that. We've had several
18 meetings and conversations. We're going to continue to
19 do that. I want to thank him a lot, too, for being
20 willing to do this. I think he's very open and very
21 accommodating to us. What we're hoping we can do is
22 come to some kind of decision that works for the
23 neighborhood, wonderful neighborhood, and that also
24 allows him to develop his property there appropriately.
25 I certainly support the tabling of this tonight to give
26 us some further time to work on it or (mic cutting
27 out). We've got some other folks here going to be
28 speaking, as well, probably more specific about the
29 neighborhood. Thank you very much.
30 TOMMY DUNN: Thank you. Mr. Harmon?
31 LEON HARMON: Mr. Chairman, next speaker
32 is Chris, maybe Moses? Moreno. I apologize for that.
33 CHRIS MORENO: My name is Chris Moreno. I
34 live at 1122 Cartee Road. (Mic cutting out). I just
35 wanted to speak out again about the rezoning.
36 Absolutely I believe everyone in our neighborhood
37 accepts and endorses and wants economic development.
38 We understand that every neighborhood can't say, no, I
39 don't want more economic development.
40 What we do have, though, is a small community in a
41 peninsula that is very insular and it's got no way out
42 right now, apart from the one road that Mr. Manley
43 spoke about. That does present a concern.
44 What is encouraging is the conversations that I
45 have heard about our potential options and I support a
46 compromise. But I want to make it clear that our
47 neighborhood really can't handle much more traffic and
48 sound and what not without mitigation efforts. I
49 really appreciate the council encouraging it and I
50 really (mic cutting out) engaging us. I just wanted to

1 put on record that that is a concern for me as a
2 landowner.

3 TOMMY DUNN: Thank you. Mr. Harmon?
4 LEON HARMON: Mr. Chairman, next speaker,
5 last name Shepherd.

6 MICHAEL SHEPHERD: My name is Michael
7 Shepherd. My wife and I have lived on 1303 Cartee Road
8 for about twenty-three years. I appreciate Mr. Bennett
9 working with us (mic cutting out) place to live. Like
10 they said it's hard to get in (mic cutting out).

11 TOMMY DUNN: Thank you.
12 LEON HARMON: Next speaker, Mr. Chairman,
13 is Don, Dan?

14 MITCH MACK: Good evening, ladies and
15 gentlemen, my name is Mitch Mack, I'm a resident of
16 Cartee Road and my family, my wife and son, are here
17 with us -- with me. I just want to mirror the comments
18 earlier requesting that you table agenda item 7 to give
19 us a little bit more time to work out a good compromise
20 that's effective for our neighborhood, as well as Mr.
21 Bennett. And I do appreciate all of everyone's efforts
22 for this to keep our neighborhood safe for all of us
23 coming in, but yet still let our neighborhood grow and
24 the community. That's all I have to say. Thank you.

25 TOMMY DUNN: Thank you. Mr. Harmon?
26 LEON HARMON: Mr. Chairman, next speaker
27 is Don McKinney. Dan.

28 DAN MCKINNEY: My name is Dan McKinney. I
29 live at 4034 Linwood Trail, District 7. I'm here
30 tonight to address your agenda item 11 that deals with
31 some new language possibly coming in to the land use
32 ordinances concerning encroachment of commercial
33 businesses in residential areas.

34 Anderson County has been very good, way ahead of
35 the game on long-range planning, zoning, the need for
36 land use ordinances. So as the population grows, we
37 all have a place to be and can live harmoniously. From
38 time to time that language has to be modified. So my
39 comments are directed to the need to modify language to
40 offer protection to the residents who have chosen to
41 live and voted originally to become a zoned residential
42 or they moved into a residential zoned area because
43 they were looking for a certain quality of life and
44 they also need to be able to protect their residential
45 investment.

46 And so there are two areas that I would like to see
47 us address as we're starting to go through our land use
48 and zoning ordinances. One is you're going to be
49 seeing an Exhibit A, Amendment to Chapter 70, Articles
50 6 of the Anderson County Code of Ordinances. And the

1 reason for that is that a commercial business does not
2 meet the public in a traditional store. But if you
3 don't meet the public in this store, but you choose to
4 store all the means to do business on that residential
5 property is what I would like to see addressed. And I
6 think I'd like for my endorsement (mic cutting out)
7 flowing to you in that regard.

8 A person that has selected to live in a residential
9 area and invest in that area should not have to deal
10 with others choosing to store the means to conduct an
11 off-side business on site. And I'd just refer you to
12 the full language that's in Exhibit A that you'll be
13 receiving under agenda item 11. I would also like to
14 see that language expanded to include the parking and
15 storage and maintenance of full blowing 18-wheel
16 tractor trailer rigs on residential property, parking
17 and storage and maintenance of large tour buses, people
18 that are conducting a tour bus business used to park
19 those on their residential lots, and the storage of
20 maintenance equipment such as bouncy houses or what not
21 where they're all inflated on the property.

22 In summary, also car/truck businesses that are
23 operating on residential property. You can sell your
24 daughter's car when she got off to college, but I don't
25 think you ought to be able to go to the auction, and
26 you know, get five cars complete with the window
27 dressing and put them on a lot and be able to sell
28 them.

29 LEON HARMON: Time, Mr. Chairman.

30 DAN MCKINNEY: So I hope you'll entertain
31 the changes proposed coming to you on the land use
32 ordinances.

33 TOMMY DUNN: Thank you, Mr. McKinney.
34 Appreciate it. Mr. Harmon?

35 LEON HARMON: Mr. Chairman, next speaker
36 is Rebecca Coffey Moses.

37 REBECCA COFFEY MOSES: Good evening,
38 everybody. My name is Rebecca Coffey Moses. I spoke
39 at the last meeting. And I want to thank you again for
40 the opportunity to speak tonight. At the last meeting
41 you all voted to approve the zoning request with the
42 understanding that we would all meet with the developer
43 in an attempt to work out a compromise on rezoning the
44 request. A group of us were able to meet with the
45 developer Friday evening. We had a very productive
46 meeting. Mr. Bennett heard our concerns and proposed
47 some restrictions within the property deed that would
48 address those. And I promises time limited buffer area
49 between our residences and any commercial development.
50 He came out to the property Sunday morning and marked

1 the property to give us a visual illustration of what
2 he was suggesting, and I found that to be very helpful.
3 I did speak with Mr. Farr who is the property owner
4 that would directly face this property and he has a few
5 concerns. I was unable to speak with the other
6 resident. So I don't think we've had adequate time to
7 relay the recommendations to all of our neighbors. We
8 would like to continue working with Mr. Bennett on the
9 compromise and have some time to discuss this with our
10 neighbors. So because of this I'd like to ask that the
11 issue be tabled tonight and a vote for the second
12 reading be held at the next meeting.

13 That being said, and I do apologize because it's
14 going to come across a little bit critical. But I'm a
15 little concerned that after your discussions at the
16 meeting two weeks ago that this was slated for a second
17 reading tonight. It was my understanding that you were
18 going to give us adequate time to work on a compromise
19 before slating the second reading. And in fact, I went
20 back and reviewed the minutes just to make sure that I
21 understood correctly. And Mr. Dunn, on page 30, you
22 specifically told us that it wasn't something that we
23 had to work out in two weeks. And then Mr. Wooten
24 followed up on that saying that I'm sorry if I mislead
25 people to believe it had to be done in two weeks. We
26 can have a second reading in December or we could have
27 a second reading in September. But here we are two
28 weeks later and the second reading was scheduled before
29 we could even meet with the developer. We met with him
30 within ten days of the last meeting, so it's not like
31 we were really lagging on anything. It was at that
32 meeting this past Friday that I became aware that this
33 was going to be on the agenda tonight. I had checked
34 the website for the agenda. It wasn't even published
35 until yesterday morning. So while I was able to adjust
36 my schedule to be here, I'm afraid that some people
37 couldn't. So again, I'll ask that you table the issue
38 and have second reading after we've had some sufficient
39 time to work on the compromise. But I would also like
40 you to kind of keep in mind how the agenda works and
41 how people will be notified so that they have time to
42 actually come in and be prepared for that. So thank
43 you all. Appreciate it.

44 TOMMY DUNN: Mr. Harmon?

45 LEON HARMON: Mr. Chairman, next speaker
46 is Sherry Black.

47 SHERRY BLACK: I am Sherry Black. I live
48 in the first house on the right as you go down Cartee.
49 This development is going to affect me and Mr. Farr the
50 most because we're the first two. And it's a great

1 neighborhood. It's a quiet neighborhood. But we're
2 concerned about the traffic. There's not a lot of
3 traffic now, but you know, we don't know what's to
4 come. And of course, we don't want a lot of things
5 built across from us, you know. I live by myself, so I
6 have concerns about that. The interstate, that is a
7 dangerous interstate off-ramp. Very, very dangerous.
8 But if you've got a plan for buffers and protectants, I
9 would be willing (mic cutting out) that. Thank you.

10 TOMMY DUNN: Thank you.

11 LEON HARMON: Mr. Chairman, next speaker
12 is Elizabeth Fant.

13 ELIZABETH FANT: Very briefly, Elizabeth
14 Fant, District 3. I'll be talking mostly on the
15 administrator's report, the sheriff's report. I
16 noticed that we had twenty-two miles of roads cleaned
17 which is really great. Being out where I pick up trash
18 a little bit less because they see this mean woman out
19 there cracking the whip. And I'm getting a reputation
20 for that. And believe me it makes a difference. I
21 applaud our Sheriff's Department for doing that.

22 One thing I would ask all of you council people,
23 please to do, is when you talk tonight, the next night,
24 whatever, don't turn to your neighbor to speak to them.
25 Speak in the mic, head/voice out here. You turn your
26 head to talk to somebody down here, we can't hear you.
27 It's not so important that we hear you as it is that
28 the recording can understand what you say, because what
29 you say gets documented and typed up. If they can't
30 understand what you're saying, it doesn't get typed up
31 correctly.

32 TOMMY DUNN: Mr. Harmon?

33 LEON HARMON: No one else is signed up,
34 Mr. Chairman.

35 TOMMY DUNN: Thank you, Mr. Harmon;
36 appreciate it.

37 Moving on now to item number 5, updates from
38 District 2, Council lady, Ms. Floyd. Ms. Floyd.

39 GRACIE FLOYD: Thank you, Mr. Chair. I
40 wanted to talk tonight about my district, District 2,
41 because we have a lot going on. And in order for you
42 to help us, you have to know us a little bit. And this
43 is a, this is a situation that I just really want you
44 to know what's going on.

45 First of all, I started working with District 2
46 about eight, nine years ago down in Homeland Park. No,
47 I have that backwards. I started working with Homeland
48 Park eight to nine years ago. And when I got down
49 there I found out there was much done to Homeland Park,
50 but it just wasn't enough; it wasn't enough. And here

1 we are eight years later; we have made some strides
2 there, but we have a long way to go.

3 First of all I found out that there are seventy-
4 seven houses throughout District 2 -- now this is the
5 whole district -- seventy-seven houses that needs to
6 come down, to be torn down or what. That's the
7 highest. The next highest, I believe, is twenty-eight.
8 So you can see the vast difference there. Now, to get
9 these houses torn down, it's going to call for
10 something. It's going to call for some fancy footwork
11 because it costs ten thousand dollars, I understand,
12 ten to thirteen thousand to tear a house down. And in
13 the budget they only put in a hundred thousand. And
14 that's to be divided by seven people. So what we
15 decided to do was we're going to write a grant. We're
16 going to try to write a grant in order to see if we can
17 get some funding to do this.

18 We have always begged and asked for a substation
19 for the police -- for the sheriff's office down there
20 in Homeland Park and we were never able to get it. But
21 good news, we now will have a substation at Watson
22 Village. Watson Village management has given us a
23 building to have it in. We have -- the sheriff is on
24 line with this. So you'll be hearing about that pretty
25 soon. They are preparing the building for us. And
26 we're really excited about that.

27 Last week I went to the Homeland Park Community
28 Group. They call themselves a watch group, but I like
29 to think of them more of a community group. We had a
30 really good time. We had a packed house there. There
31 was a lot of people with a lot of questions and they
32 seemed to be ready to go. We talked about the houses
33 there that needs to be done. We talked about what
34 needed to be done in the community. Yes, we had Mr.
35 Gary Bruhjell; he is the principal of Homeland Park
36 Elementary. We had the superintendent for School
37 District 5; I think his name was Dr. Wilson, wasn't it,
38 Mr. Burns? Yeah, thank you. Dr. Wilson was there.
39 And Mr. Burns was there and our chairperson, Mr. Dunn,
40 was there. It was a very, very good meeting. And I'm
41 looking for big things to come out of this.

42 Also, Susan Booker Street; Susan Booker Street
43 started up again. We were doing really good at one
44 time and then the chairperson -- the leader, we call
45 them, the leader was sick and we had to kind of close
46 it down. We had to stop for a minute. But Booker,
47 Susan Street had their first community meeting again.
48 And this place is right around the golf course, the old
49 golf course; what used to be the Anderson Golf Club.
50 It's now a sod farm. And we're really excited about

1 that. They had some issues that we're going to have to
2 straighten out. But with the county personnel, I won't
3 have any problems at all because they're really good at
4 what they do.

5 On top of that, I called the leader of the Alphabet
6 Streets; his name is Terry Chapman. Mr. Chapman has
7 been sick, as well, and -- but he tells me he's ready
8 to start it up again. So I'm really glad to have all
9 this news because it means a lot when you can get the
10 community involved in what's going on. Just like the
11 community that's here tonight, you appear to be really
12 into what's happening in your area and you appear to be
13 ready to work. When you can do this, you can get a lot
14 done.

15 District 2 is in the south end of our county,
16 starting from downtown going back, Homeland Park,
17 Broadway Lake, I can't even think of the other places
18 now, on the east side a little bit, Pat Harris
19 Hospital. It goes up to Pea Creek Street up in Belton.
20 We're just really excited. If you missed the Broadway
21 Lake Family Day, you missed it. We have some excellent
22 skiing out there. Next year bring the kids and come
23 out and see it. We have things for the kids to do.
24 It's just a really good people family time. I didn't
25 see you there, but you'll come next year; right? Yeah,
26 next year. Good. All right.

27 And also coming up in February we will have our
28 Black History Month. The people over Broadview Johnson
29 put on a soul food feast. And soul food, folks, is
30 nothing more than what we came up with. You ate the
31 collard greens and the pork chops and all the other
32 stuff. Stuff maybe you didn't eat that was good and
33 maybe stuff you did eat. But I'd like to invite all of
34 you out now. Please prepare -- make arrangements to
35 come out and meet people, see people. Let's get
36 together as one people.

37 I'm serious about my district. You can ask
38 anybody. I am serious about my district. But this is
39 what's going on in Anderson County Council District 2.
40 We're having a good time and we're coming. Thank you.

41 TOMMY DUNN: Thank you, Ms. Floyd.

42 Moving on now to item number 6, third reading,
43 6(a), 2019-030, an ordinance amending ordinance number
44 99-004 of the Anderson County Zoning Ordinance, as
45 adopted July 20, 1999, by amending certain sections of
46 the Zoning Ordinance text, specially Chapter 70,
47 Article 4, Chapter 70, Articles, Section 5.2 and 5.3
48 and Chapter 70, Article 10, Section 2 to reconstitute
49 the Zoning Advisory Groups. This will be a public
50 hearing. Anyone wishing to speak to this matter, step

1 forward and state your name and district and address
2 the chair. Anyone at all? Hearing and seeing none,
3 the public hearing will be closed. Do we have a motion
4 to move this forward?
5 CINDY WILSON: So moved.
6 TOMMY DUNN: Motion Ms. Wilson. Do we
7 have a second?
8 RAY GRAHAM: Second.
9 TOMMY DUNN: Second Mr. Graham. Any
10 discussion?
11 GRACIE FLOYD: Mr. Chair.
12 TOMMY DUNN: Ms. Floyd.
13 GRACIE FLOYD: Before we start on 2019-
14 030, would you please explain to the audience what this
15 is about? I know it's third reading. We know, but I
16 don't believe that they might know.
17 TOMMY DUNN: Is Dr. Parkey here? Dr.
18 Parkey, do you want to do this? This is -- what this
19 does, reconfigures our neighborhood zoning. We've been
20 having trouble getting quorums to it, so the committee
21 recommended this. Dr. Parkey, do you want to
22 elaborate?
23 JEFF PARKEY: That's right, Mr. Chair.
24 There has been troubles with quorum and a variety of
25 other logistic and technical concerns with these
26 committees, so when a new precinct zones, council
27 members would be able to recommend appointments for a
28 Zoning Advisory Group to advise them and the Planning
29 Commission on zoning-related matters. So basically
30 just streamlining greatly how the process works.
31 TOMMY DUNN: Everybody good? Thank you,
32 Dr. Parkey. Anymore discussion? All in favor of the
33 motion show of hands. Opposed like sign. Show the
34 motion carries unanimously.
35 Now moving on to item number 6(b), 2019-031, an
36 ordinance to amend Section 59-23, titled speed and
37 traffic volume, of the Code of Ordinances, Anderson
38 County, South Carolina so as to change the standard for
39 determination that a speeding problem exists.
40 Before we go into this, what this entails is we
41 have an ordinance in place about what it requires to
42 put speed bumps in subdivisions and in roads. And
43 we've been missing out on a few because of the sections
44 not being able -- just not quite being able to make it.
45 We've had some neighborhoods ask for this and we've had
46 to turn them down. This gives our roads department a
47 little bit more tools in the toolbox to try to be able
48 to help the neighborhood out to be able to slow the
49 traffic down. So this will be a public hearing.
50 Anyone wishing to speak on this matter, please step

1 forward. Again, state your name and district and
2 address the chair. Anyone at all? Seeing and hearing
3 none, public hearing will be closed. Do we have a
4 motion to move this forward?
5 CINDY WILSON: So moved.
6 TOMMY DUNN: Motion Ms. Wilson. Do we
7 have a second?
8 RAY GRAHAM: Second.
9 TOMMY DUNN: Second Mr. Graham. Do we
10 have any discussion on this? All in favor of the
11 motion show of hands. Opposed like sign. Show the
12 motion carries unanimously.
13 We're going to be moving on to item number 7(a)
14 now. And Mr. Sanders, do you want to recuse yourself?
15 BRETT SANDERS: Sure.
16 TOMMY DUNN: Do you want to state why
17 for the record?
18 BRETT SANDERS: Yes, sir, I'd like to
19 recuse myself because I have had business dealings with
20 members of the development company.
21 TOMMY DUNN: Thank you, Mr. Sanders. If
22 you'll step outside and when it's over, we'll get you.
23 RAY GRAHAM: Mr. Chairman.
24 TOMMY DUNN: Before your thing, Mr.
25 Graham, I'd just like to make clear a couple of things.
26 Number one, the only way we can pull something off an
27 agenda is the person that put it on there. We can
28 table it, move it forward or deny it. That's what
29 we're going to do tonight, and that was my intention
30 when I said last time. We can't pull nothing off. The
31 only person that can pull it off is the person that put
32 it on there. When I told y'all last meeting, it
33 wouldn't go forward until we fix it, that's what I
34 meant. Our agendas for years, we approve them. We've
35 got till Wednesday at 5:00 to approve an agenda.
36 Nobody knows what goes on. She sets it, typed it, puts
37 it out on Friday afternoon. If it can't wait till --
38 well, that's the way -- it's supposed to be Friday. If
39 there's a glitch we're going to find out, but that's
40 the way it's supposed to work. But if you'll call 260-
41 1036 Thursday morning, that lady over there can tell
42 you what's going to be on the agenda. Okay? Mr.
43 Graham.
44 RAY GRAHAM: Thank you, Mr. Chairman.
45 I'd like to request -- make a motion that we table this
46 due to Mr. Bennett's request and also community
47 members' willingness to work together and further
48 hopefully come out with an agreement and bring back to
49 full council.
50 CINDY WILSON: Second.

1 TOMMY DUNN: Motion Mr. Graham and
2 second Ms. Wilson. All in favor of the motion show of
3 hands. Show the motion carries unanimously, with Mr.
4 Sanders recusing himself. Go ahead, Mr. Davis. Thank
5 you. Appreciate y'all coming and hope you can get
6 something worked out. We'll be moving on. Thank
7 y'all.

8 While they're moving on, we're going to be moving
9 on to our next item. We won't go into it yet, but
10 we'll be moving on to item number 7(b), 2019-035, an
11 ordinance to amend Section 2-633 of the Anderson
12 County, South Carolina Code of Ordinances so as to
13 increase from \$1,000.00 to \$5,000.00 the smallest
14 amount for which an annual inventory and accounting is
15 required by the Finance Department in the county. We
16 have a motion on the floor for 7(b) by Mr. Davis. Do
17 we have a second? Ms. Wilson. Any discussion? All in
18 favor of the motion show of hands. All opposed like
19 sign. Show the motion carries unanimously.

20 Now we're going to be moving on to item number
21 7(c), 2019-036, an ordinance authorizing pursuant to
22 Title 4 of the Codes of Laws of South Carolina, 1976,
23 as amended, including Sections 4-1-170, 4-1-175, and 4-
24 29-68 there, and Article VIII, of the South Carolina
25 Constitution the execution and delivery of an
26 Infrastructure Credit Agreement by and between Anderson
27 County, South Carolina and a company known to the
28 county as Project MCPEND, to provide for certain
29 Special Source Revenue or Infrastructure Credits. Mr.
30 Nelson, do you have anything to say before we ---

31 BURRISS NELSON: Certainly, Mr. Chairman, if
32 you'd allow me.

33 TOMMY DUNN: Yes, sir.

34 BURRISS NELSON: Mr. Chairman, this is a
35 project, members of council, a project that's come to
36 us. We're assisting the City of Pendleton in a
37 development project there. It's an apartment complex.
38 Of course, we have the combining of all the millage
39 rates and this is a multi-county park agreement for a
40 commercial entity. We have a fifty percent SSRC for
41 tax years one through ten; a forty percent SSRC or
42 infrastructure credit for years eleven through twenty.
43 Taxes on this property last year paid twelve thousand
44 five hundred twenty-three dollars. Projected taxes in
45 2021 will be eight hundred and twenty thousand. And
46 over a ten-year period, eight million two hundred
47 thousand. The first year community impact is eighty-
48 four thousand dollars. And over twenty years the total
49 community impact of 7.977 million. This comes to
50 council as a recommendation from our staff and the

1 Economic Development Advisory Board. And we appreciate
2 your consideration. Thank you, sir.

3 TOMMY DUNN: Do we have a motion to put
4 this on the floor for discussion? Motion Ms. Wilson.
5 Do we have a second?

6 BRETT SANDERS: Second.
7 TOMMY DUNN: Second Mr. Sanders. Now
8 discussion?

9 GRACIE FLOYD: Yes.
10 TOMMY DUNN: Ms. Floyd.
11 GRACIE FLOYD: Mr. ...
12 TOMMY DUNN: Mr. Nelson.
13 GRACIE FLOYD: Mr. Burriss, you said
14 commercial entity. Can you tell us what type of
15 commercial ---

16 BURRISS NELSON: It's an apartment complex.
17 I mentioned that.

18 GRACIE FLOYD: I'm sorry. I didn't hear
19 you. Yeah. This is going to be an apartment complex?
20 BURRISS NELSON: Yes, ma'am. Thirty-one
21 million dollar project.

22 GRACIE FLOYD: A thirty-one million dollar
23 project. Okay. All right. This is an apartment
24 complex, but the county is going to get into it, get
25 involved in it?

26 BURRISS NELSON: We were requested by the
27 city of Pendleton to help assist them with the
28 development of this project. The Town of Pendleton
29 could not put all of this project together without the
30 county's assistance.

31 GRACIE FLOYD: Okay, what type -- excuse
32 me. What type of assistance are they asking for?

33 BURRISS NELSON: Well, because the county's
34 millage rate and the city's millage rate would be
35 combined, everything in our entire seven hundred and
36 fifty square miles is county. And all the cities set
37 on top of that. So the county's millage up there is
38 about three hundred and fifteen, three hundred and
39 twenty mils. The city's millage is about a hundred and
40 fifteen or sixteen. I don't remember exactly. The
41 total millage, though, between the two is four hundred
42 and fifty-five mils, which is a substantial amount of
43 millage rate for any project. And so since this is a
44 commercial project, it gets a six percent assessment
45 ratio just like any commercial entity does. And for
46 the town of Pendleton to be able to attract this
47 project, they asked us to assist and help them put
48 together the multi-county park agreement with the
49 property tax discounts.

50 GRACIE FLOYD: Okay. Mr. Burriss, why are

1 we, why are we saying multi-county park agreement?
2 Would you please explain that?

3 BURRISS NELSON: It was a piece of state
4 legislation that was passed in 1978 that incentivized
5 business and industry. And it's one of the five
6 different kinds of fee in lieu of tax. This particular
7 multi-county park legislation has a lot of flexibility
8 and it's allowed Anderson County to do quite a bit of
9 development of many kinds where it was very difficult
10 for a regular negotiated fee to be put in place.

11 GRACIE FLOYD: Isn't this a lot like
12 subsidizing?

13 BURRISS NELSON: Well, it is a discount of
14 the property tax to make the project work. A subsidy
15 is actually where we would give cash into a project and
16 this is merely a discount of the property tax. But in
17 a broad sense of the definition, I think certainly you
18 could use that term.

19 GRACIE FLOYD: Thank you.

20 BURRISS NELSON: Yes, ma'am.

21 BRETT SANDERS: Mr. Chairman?

22 TOMMY DUNN: Mr. Sanders.

23 BRETT SANDERS: Mr. Nelson?

24 BURRISS NELSON: Yes, sir.

25 BRETT SANDERS: The town of Pendleton is
26 also contributing (mic cutting out) as well as Anderson
27 County; correct?

28 BURRISS NELSON: Yes, sir, everybody is
29 taking the same discount.

30 BRETT SANDERS: And it would be hard
31 pressed to find anything to develop on seven acres and
32 spend thirty-one million dollars at I believe you said
33 four hundred and fifty-five millage points total?

34 BURRISS NELSON: That's correct.

35 BRETT SANDERS: And Pendleton is onboard.
36 They've asked us and you and your department feel good
37 about it?

38 BURRISS NELSON: Yes, sir. Certainly
39 anything that aids any of the communities in our county
40 to bring about capital investment and improve their
41 community, we certainly want to participate if at all
42 possible at council's direction.

43 BRETT SANDERS: And also there will be
44 substantial monies going to their schools?

45 BURRISS NELSON: Oh, yes, sir. The school
46 gets the majority of the funds that are coming out of
47 the project.

48 BRETT SANDERS: Okay. Thank you, Mr.
49 Nelson.

50 RAY GRAHAM: Mr. Chairman?

1 TOMMY DUNN: Mr. Graham.
2 RAY GRAHAM: Mr. Nelson, I know this was
3 referred to as a subsidy, but another way to look at
4 this would be an investment, as well, because basically
5 we're going from twelve thousand dollars a year of tax
6 revenue just the first year along to eight hundred and
7 twenty thousand; correct?
8 BURRISS NELSON: Yes, sir, that's correct.
9 RAY GRAHAM: Good job with your
10 department. We appreciate what you guys do. I'm sure
11 that community is definitely going to be supportive of
12 this.
13 BURRISS NELSON: Thank you, sir.
14 CINDY WILSON: Mr. Chairman, may I?
15 TOMMY DUNN: Ms. Wilson.
16 CINDY WILSON: It also helps to deal with
17 the issue of affordable housing, I understand, too.
18 We've had that problem brought before us in the past.
19 So that's a rapidly developing area, so that would be a
20 good place, the logistics, the utilities and everything
21 are right there, too, and transportation. Thank you.
22 RAY GRAHAM: Mr. Chairman? My apology.
23 One other thing about the affordable housing, I'm sure
24 everybody on council and plus the community has
25 probably seen, Arthrex, part of the reason they're not
26 developing as much in Naples, I believe it is, is due
27 to affordable housing for their employees. This here
28 is right near Arthrex, which will be a very easy drive
29 for their employees. So I'm sure they're going to be
30 grateful for this investment, as well.
31 BURRISS NELSON: Yes, sir.
32 TOMMY DUNN: Thank you. Ms. Floyd.
33 Yeah, Ms. Floyd.
34 GRACIE FLOYD: I'm sorry. One thing we're
35 not saying, though, and I'm having a hard time with it.
36 But it's not affordable homes; it's deluxe homes that
37 we're talking about here. It's not houses for those
38 who have no place to live or needs some subsidized
39 housing. These are going to be high-quality homes; am
40 I correct?
41 BURRISS NELSON: It's apartments that will
42 certainly be above standard. They're not student
43 housing. And it will be for folks who have good
44 quality jobs such as those that will be created at
45 Arthrex.
46 GRACIE FLOYD: Uh-huh (affirmative).
47 Also, Mr. Burriss, the people who are building these
48 houses, I understand that we're giving them a fifty
49 percent property tax reduction to build these houses.
50 BURRISS NELSON: Yes, ma'am.

1 GRACIE FLOYD: Uh-huh (affirmative).
2 Good.
3 BURRISS NELSON: That's the request.
4 GRACIE FLOYD: Beg your pardon?
5 BURRISS NELSON: That's the request.
6 GRACIE FLOYD: Yeah. They are requesting
7 a fifty percent property tax reduction to come and
8 build these houses. The whole thing needs to be looked
9 at again. We need to look at it again because if -- I
10 only have one vote, but if council votes to do this,
11 that's fine. But how can you, how can you let somebody
12 get off paying only fifty percent of their taxes and
13 then the next week or the next week after that you're
14 asking people to pony up twenty-five dollars for a road
15 tax fee or a car fee. It doesn't seem to go together
16 with me. And Mr. Chairman, I thank you.
17 TOMMY DUNN: Thank you, Ms. Floyd.
18 BRETT SANDERS: May I?
19 TOMMY DUNN: Mr. Sanders.
20 BRETT SANDERS: Mr. Nelson?
21 BURRISS NELSON: Yes, sir.
22 BRETT SANDERS: Looking at this deal, we're
23 talking a thirty-one million dollar deal on seven
24 acres, or close to seven acres. Me looking at this,
25 we're talking 4.4 million dollar investment if it is as
26 Councilman Floyd says, 2.4 million dollars would be a
27 hundred percent. And I've been up there and looked at
28 the property and you'd be hard pressed to get 2.4
29 million dollars per acre investment on that property up
30 there on a back road other than what they're talking
31 about. So I understand the discount based on the
32 thirty-one million dollar investment. So again I think
33 it would benefit Pendleton, which is in my district,
34 and I think it would benefit the people in the area.
35 Thank you.
36 BURRISS NELSON: Thank you.
37 TOMMY DUNN: Anymore discussion?
38 JIMMY DAVIS: Mr. Chair?
39 TOMMY DUNN: Mr. Davis.
40 JIMMY DAVIS: This is -- forgive me for
41 my ignorance here, but (mic cutting out) we have these
42 fee in lieu of agreements here, how does that affect
43 our volunteer fire departments?
44 BURRISS NELSON: Well, the Anderson County
45 Council, long ago, agreed that the property tax as it
46 was collected would be distributed equally on a
47 percentage basis or pro rata to each one of the taxing
48 entities that there are. So the total millage would be
49 divided out on a percentage basis. The town of
50 Pendleton would get their portion, schools would get

1 their portion, the county would get its portion, the
2 fire districts would get their portion, based on that
3 investment and what that tax dollar would be that would
4 be paid.

5 JIMMY DAVIS: Thank you.

6 TOMMY DUNN: Anyone else?

7 CRAIG WOOTEN: I guess if everybody else
8 shared, I'll share. I guess my thought process is I
9 look forward to the day that we don't have to do fee in
10 lieu of. But I think a level of it is dictated by what
11 our neighbors do around us. I reference the state
12 constitution. There's a lot of things that don't gel
13 up there. But I think in reality we do have to look at
14 it as a tool to use. And I try to think of it as a
15 bulk discount. If we went to any retainer and said
16 we're going to buy a hundred cars, they're going to
17 give us a lot off those cars. But if I told them I was
18 going to buy one car, they're going to make me pay
19 sticker price. So this is an entity that's coming in
20 and speaking thirty-one million dollars as opposed to
21 maybe an individual who's spending a hundred fifty
22 thousand on a house. I understand that. I think the
23 point is well taken though that the reason we have to
24 go this route is some competitive items that are around
25 us that are out of our control. But I think it's a win
26 for that area.

27 TOMMY DUNN: All in favor of the motion
28 show of hands. All opposed. Show the motion carries
29 Mr. Davis, Mr. Sanders, Mr. Dunn, Mr. Graham, Mr.
30 Wooten, Ms. Wilson. Ms. Floyd opposes.

31 BURRISS NELSON: Thank you.

32 TOMMY DUNN: Thank you, Mr. Nelson.

33 Moving on now to item number (d), 2019-037, an
34 ordinance to amend an agreement for the development of
35 a joint county industrial and business park, 2010 park,
36 of Anderson and Greenville Counties so as to enlarge
37 the park for project MCPEND. And this is the same
38 project we just talked about. This is moving into the
39 park; we do this with Greenville and Greenville does it
40 with us and Abbeville, to be able to do such a fee in
41 lieu of and put it in this park. Do we have a motion
42 to move this forward and get it on the floor for
43 discussion?

44 CINDY WILSON: So moved.

45 TOMMY DUNN: Motion Ms. Wilson. Do we
46 have a second? Mr. Sanders, we have a second? Second
47 Mr. Sanders. Now discussion. All in favor of the
48 motion show of hands. All opposed. Show the motion
49 carries with Mr. Davis, Mr. Sanders, Mr. Dunn, Mr.
50 Graham, Mr. Wooten, Ms. Wilson in favor. Ms. Floyd

1 opposes.
2 BURRISS NELSON: Thank you.
3 TOMMY DUNN: Thank you.
4 We're going to move on to item number (e), 2019-
5 038, an ordinance to authorize Anderson County to
6 obtain a loan from the Brownfields Revolving Loan Fund
7 administered by the Catawba Regional Council of
8 Governments for environmental cleanup at the Toxaway
9 Mill site and the Pelzer Lower Mill site. Mr. Burns or
10 Mr. Harmon, do one of y'all want to speak on this
11 before we put it on the floor?
12 RUSTY BURNS: Mr. Chairman, this is the
13 project that we discussed where we'll be borrowing this
14 money from the Catawba Regional Council of Governments.
15 We will receive a thirty percent discount. It's one
16 percent interest. This will allow us to complete the
17 work that we have started someone time ago at the
18 Toxaway Mill site and Pelzer Lower Mill site.
19 TOMMY DUNN: Do we have a motion to put
20 this on the floor?
21 CINDY WILSON: So moved.
22 TOMMY DUNN: Motion Ms. Wilson. Do we
23 have a second?
24 JIMMY DAVIS: Second.
25 TOMMY DUNN: Second Mr. Davis. Any
26 discussion?
27 CINDY WILSON: Very quickly, may I?
28 TOMMY DUNN: Ms. Wilson.
29 CINDY WILSON: I'm sure it's the same with
30 Toxaway over in Ms. Floyd's district, but the Pelzer
31 project, this property has been deteriorating for
32 decades now. And this clean-up will facilitate future
33 development. In fact, there's a developer working on
34 that site right now trying to put a deal together. So
35 we're in hopes that that will work for that community.
36 They're very stressed financially there and we're
37 trying to do what we can to support that community.
38 Thank you.
39 TOMMY DUNN: Thank you, Ms. Wilson.
40 GRACIE FLOYD: Mr. Chair?
41 TOMMY DUNN: Ms. Floyd.
42 GRACIE FLOYD: It is not the same with
43 Toxaway. We started working on Toxaway about nineteen,
44 eighteen years ago. And we did get some money. We
45 went to Washington and was able to get some money to
46 work on this thing and we have. We have been working
47 on it. And even though I thought that we had money
48 left, it wasn't a whole lot, but I thought that we had
49 a couple of dollars left, but I found out we didn't.
50 But in order to finish the project we're going to have

1 to ask for this revolving loan fund from the Catawba
2 Councils of Government, which is COG, Councils of
3 Government. Thank you.

4 TOMMY DUNN: Okay. Anyone else? All in
5 favor of the motion show of hands. Opposed like sign.
6 Show the motion carries unanimously.

7 We're moving on now to item number (f), 2019-039,
8 an ordinance authorizing the sale of all real property
9 owned by Anderson County, South Carolina, acquired by
10 deed from One World Technologies, Inc. and also known
11 as the Pickens TTI site to Empire Properties. Mr.
12 Burns, do you have anything? Or Mr. Harmon?

13 LEON HARMON: Mr. Chairman, members of
14 council, this is the matter that we discussed at the
15 last meeting where the county will sell the Pelzer --
16 I'm sorry, got Pelzer on my mind -- will sell the
17 Pickens TTI site to Empire Properties. They were the
18 entity that proposed on the sale when we issued a
19 request for a proposal on the project.

20 TOMMY DUNN: Do we have a motion to move
21 this forward?

22 CINDY WILSON: So moved.

23 TOMMY DUNN: Motion Ms. Wilson. Have a
24 second? Second Mr. Graham. Any discussion? All in
25 favor of the motion show of hands. Opposed like sign.
26 Show the motion carries unanimously.

27 As I said earlier, 8(a) and 8(b) have been pulled.
28 We have no resolutions on item number 9.

29 Move into number 10, road acceptances into the
30 county inventory. Do we have a motion to move both of
31 these Avendell Drive and Nevell Drive at the same time?
32 Do we have a motion to move these forward?

33 JIMMY DAVIS: So moved.

34 TOMMY DUNN: Have a motion by Mr. Davis.
35 Do we have a second? Second Ms. Wilson. I'm sorry.
36 Now discussion? You just nod your head. Does all this
37 meet all our criteria? Everything good? Any more
38 discussion? All in favor of the motion show of hands.
39 Opposed like sign. Show the motion carries
40 unanimously.

41 Moving on to item number 11, report from the
42 Planning and Public Works Committee held on August 14,
43 item number 3, Chairman Wilson. Ms. Wilson.

44 CINDY WILSON: Thank you, Mr. Chairman.
45 We met last Wednesday and had very substantial
46 conversations. We had been struggling through this
47 Exhibit A issue we're dealing with storage and noxious
48 businesses in zoned residential areas. And finally we
49 believe that we have language that is simple and clear.
50 And I'm going to quickly read this and point out that

1 first of all this has -- it does not preclude in-home
2 businesses. It does not preclude someone bringing
3 their trailer home with their lawnmower and that sort
4 of thing on it. It deals with large-scale type mulch
5 piles and logs, logging operations, that sort of thing.
6 So I'll read this to you.

7 This is 664, Commercial Equipment and Materials.
8 In all our districts except R-A, which is residential
9 agricultural, no commercial equipment or materials
10 associated with an off-site business may be stored on a
11 property. Such equipment and materials may include,
12 but are not limited, to tractors, backhoes, front-end
13 loaders, skid steers, ditch witches, grinders,
14 chippers, shredders, large commercial equipment or
15 other machinery; logs, stumps, mulch or debris; paper,
16 plastic and cardboard debris or containers; auto parts
17 and tires; appliances and furniture; rock, gravel,
18 railroad ties, building materials or other supplies and
19 materials. Upon notification by the Development
20 Standards Department, property owners shall have ten
21 days to remove such equipment or materials from the
22 property or be subject to enforcement.

23 And our committee voted to bring this forward to
24 council for your discussion and debate.

25 TOMMY DUNN: I would just like to start
26 off. I've done some checking, talked with Mr. Harmon
27 today, lengthy discussion, and Ms. Hunter. What this
28 boils down to in a nutshell is plain and simple. We've
29 got this language, thereabouts, in our ordinance now.
30 And this would only pertain to zoned areas. What we're
31 running -- I found out what this is running into,
32 there's no teeth to enforce this stuff when they go to
33 write somebody a ticket. They've been turned down by
34 the judges and what not. And this is coming from the
35 enforcement part and talking with Ms. Hunter. But this
36 does need some different language in it, and be covered
37 up, talking with Leon today, where it wouldn't come
38 back as it is now. It could be interpretive of some
39 select enforcement, which we'd have a problem with. It
40 needs to be cleaned up on it.

41 And also, we want to make sure -- or I do anyway --
42 if somebody in this predicament has got like, and it
43 could very well be, have seven or eight acres, you're
44 going to tell them they can't put a mulch thing in
45 their backyard back there somewhere. All this can be
46 worked out. I talked to Ms. Hunter today and Mr.
47 Harmon feels like he can get some language and spell
48 this out where it would be enforceable and stuff,
49 something can be done on this. But it ain't nothing --
50 it ain't like creating a whole new thing. It's in our

1 ordinance now in the sections, a lot of this stuff,
2 it's just that we can't -- there's nothing there to
3 enforce. A judge likes something, from my
4 understanding in talking to them, very specific instead
5 of just general stuff. So I think this is something
6 that can be improved on and something that we can come
7 up with and work for the betterment of our citizens and
8 also to give our staff something to work with.

9 CINDY WILSON: Thank you. I know people
10 who are living in these zoned areas who have had these
11 pop-up car shop repair businesses and logging
12 operations in close proximity to other homes would
13 really appreciate having their investments protected
14 and their quiet enjoyment of their property. So we
15 will look forward to getting the new language. At
16 least we're on the right track, it seems.

17 The other item that we discussed and bring it
18 forward for further discussion in council, but I would
19 recommend and would make a motion further into our
20 discussion that we take this to our Planning Commission
21 for their review and whatever adjustments they would
22 recommend. But basically this is dealing with the
23 conservation design and development measures for the
24 Anderson County Development Standards Department. And
25 I would bring your attention to the handout. This is
26 -- this incentivizes the conservation design and
27 development measures that are outlined below. This
28 should result in more attractive and marketable
29 subdivisions while preserving the developer's use of
30 full density and costing the developer less. So this
31 would definitely be more of a win-win for communities,
32 prospective buyers living in such developers, and the
33 developer's profit, the bottom line. These are
34 encouraged. They're basically -- it gives the planning
35 department and the developers more flexibility. So I
36 would hope that you would review this. And if y'all
37 have any questions about ---

38 TOMMY DUNN: Dr. Parkey, would you step
39 forward, please? I believe y'all had a seminar a month
40 or so ago out at the Civic Center and had a very
41 renowned speaker come in and do some tabletop stuff. I
42 was very impressed, very encouraged, with what I seen,
43 some people there. And I think Ms. Wilson has got a
44 good idea about the Planning Commission. But also I'd
45 like to see if you could put together and let council
46 know if they want to attend or what not, a committee,
47 but I'd like to see a group of developers come in here
48 with their thoughts on this, tell -- I think it would
49 be a win-win for everybody. I really think it would be
50 a good thing. I'd like to hear their input and explain

1 it to them. This is a good thing. I think this would
2 be -- and I know there was some developers there at the
3 Civic Center at the meeting and the ones I talked to
4 was encouraged by some of the stuff they seen and
5 everything. Can you do that; arrange that? Appreciate
6 it. Anybody have anything for Dr. Parkey? Anybody got
7 any comments or anything else?

8 CINDY WILSON: Just to point out that
9 there were developers at the Civic Center. It's a new
10 pattern of thinking, perhaps, a new perspective on
11 instead of just going out and bulldozing and slapping
12 houses on a slab, you give a little consideration to
13 the topography and other items. And the Planning
14 Department could allow more intense use of the property
15 in return for more open space and consideration.
16 People love to have views. The most valuable property
17 in the United States, from what I understand, is
18 overlooking Central Park and other golf developments.
19 So it's kind of that sort of thinking pattern, but it
20 doesn't have to be so expensive. Anyway, I'm looking
21 forward to more and more people becoming more familiar
22 with these types of opportunities to consider.

23 TOMMY DUNN: This is something I'd like
24 to add too, if Mr. Davis ain't going something to say,
25 is this would be new for Anderson County, but it's been
26 done in other parts of the country and been done very
27 successfully. Mr. Davis, did you have something?

28 JIMMY DAVIS: Thank you, Mr. Chair. Have
29 all of council folks seen the presentation and have a
30 copy of the presentation? I know Ms. Wilson, Mr.
31 Wooten and I do. Have the rest of you ---

32 TOMMY DUNN: I have.

33 JIMMY DAVIS: Do you have one, Ms. Floyd?
34 If you don't Lacey can get you a copy of it. It's
35 pretty interesting. It's a big presentation but it's
36 not a long read. One thing I found interesting was, in
37 North Carolina there are forty-six counties, I believe,
38 that have the ordinance in place that allow for this.
39 About fifty percent of those counties have at least one
40 of these developments in there. And I do believe that
41 there are places for these types of developments. I
42 think it's an interesting thing for us to look at. I
43 would be interested to hear more from developers
44 themselves to see what their thoughts and process would
45 be on it. I do have -- I mean with anything I think
46 there's probably some concern points that need to be
47 addressed. But I think it's something that everyone
48 needs to familiarize yourself with, the process, and
49 like I say Lacey has got extra copies Ms. Hunter sent
50 her so she can print those off for you. Thank you, Mr.

1 Chair.

2 TOMMY DUNN: Thank you. Thank you, Ms.
3 Wilson, and your group. Mr. Wooten has got something,
4 I believe.

5 CRAIG WOOTEN: Yeah. I was going to echo
6 what some of our other committee members said. I
7 think, you know, from my standpoint, I really enjoyed
8 and liked what I saw out of that presentation because I
9 think it would give a lot of options. You know, I'm
10 initially always fearful for too many regulations. I
11 mean we live in a regulatory environment that sometimes
12 can be cumbersome. And I think the thing to point out
13 here is that it's encouraged. It's optional. So a
14 developer could go the standard route, but they could
15 see the benefits that Ms. Wilson is talking about and
16 be able to choose that route. So to me it's a market-
17 based approach where they can look at it as an extra
18 tool to develop in a way and be incentivized to be
19 developed in a way that will be pleasing to the
20 community. So once I heard that, I definitely want to
21 get the feedback from the folks who would be doing it,
22 and obviously, you know, the specifics have to be
23 worked out. But it felt like a good thing to move
24 forward.

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

27 CINDY WILSON: Well, going back to the
28 consideration of some of these measures, it frequently
29 works out so that it's less expensive development cost-
30 wise for the developers because they may not have as
31 much pavement to put down. They may be able to shorten
32 their road system in clustering some of the dwellings
33 and being able to cut the expense of the utilities
34 because it's more clustered instead of strung out all
35 over the place. So I'll bring it forward to y'all for
36 further consideration. Every trip of a thousand miles
37 begins with the first step. So this is a wonderful
38 first step to have had the caliber of professor who
39 came in here to work with us on this. And I understand
40 he's available to continue, which I applaud Dr. Parkey
41 and Alesia Hunter for being able to bring him in. He
42 won't go just anywhere. They've been trying for about
43 thirteen years to get him here. So I'm very grateful
44 for this access. So for future consideration. Thank
45 you.

46 TOMMY DUNN: Thank you.

47 BRETT SANDERS: Mr. Chairman.

48 TOMMY DUNN: Yes, sir.

49 BRETT SANDERS: Yeah, I'd also like to hear
50 from the developers. Just looking at what I see, I'd

1 like to know who's going to maintain it and pay for the
2 green areas; the homeowners? They're going to have
3 their own ---

4 TOMMY DUNN: That's the way it's worked,
5 my understanding, in the past.

6 BRETT SANDERS: Like I say, I'd like to
7 have a full copy of that if possible. Thank you.

8 TOMMY DUNN: Dr. Parkey, I want to thank
9 you and Ms. Hunter. And I also want to thank you for
10 your part in the Cartee Road thing, putting that, and
11 hope to keep working with those folks. That's what
12 it's all about, trying to get something working
13 together. And we appreciate it; okay?

14 CINDY WILSON: Mr. Chairman? Dr. Parkey
15 and Ms. Hunter have ordered each of us the handbook
16 that Mr. Arendt has put out. And it's very good. I
17 realized I've had one on my bookshelf for years, so I'm
18 going to go back and study it further. Thank you.

19 TOMMY DUNN: Good deal. At this time do
20 we have a motion to go into executive session for legal
21 matters related to the Welpine sewer right-of-way
22 acquisition? From my understanding that's for
23 information. And also contractual matters related to
24 Pearman Dairy Road TTI building. Do we have a motion
25 on that?

26 CINDY WILSON: So moved.

27 TOMMY DUNN: Motion Ms. Wilson. Have a
28 second by Mr. Graham. Are there any further -- all in
29 favor of the motion show of hands. Opposed like sign.
30 Show the motion carries. We'll go back here.

31 **EXECUTIVE SESSION**

32 CINDY WILSON: ... that we come out of
33 executive session, having received information
34 regarding a legal matter related to Welpine sewer
35 right-of-way acquisition and contractual matters
36 related to Pearman Dairy Road TTI building, and no
37 action taken.

38 TOMMY DUNN: Have a motion Ms. Wilson.
39 Have a second?

40 BRETT SANDERS: Second.

41 TOMMY DUNN: Second Mr. Sanders. All in
42 favor of the motion show of hands. Opposed like sign.
43 Motion carries unanimously. Mr. Sanders.

44 BRETT SANDERS: Yes, sir, Mr. Chairman.
45 I'd like to make a motion to approve and amend the
46 commercial lease agreement with One World Technologies,
47 Incorporated regarding the Pearman Dairy TTI site as
48 discussed in executive session, and to authorize the
49 county administrator to sign the amendment and the
50 other associated documents related to this matter on

1 behalf of the county.
2 TOMMY DUNN: Have a motion Mr. Sanders.
3 Have a second?
4 CINDY WILSON: Second.
5 TOMMY DUNN: Second Ms. Wilson. Any
6 discussion? All in favor of the motion. Motion
7 carries unanimously.
8 Going to move on now to appointments. District 3,
9 Library Board.
10 RAY GRAHAM: Thank you, Mr. Chairman.
11 I'd like to make a motion to reappoint Ms. Frances
12 Saville from Belton to the Library Board.
13 TOMMY DUNN: We have a motion Mr.
14 Graham. We have a second?
15 CINDY WILSON: Second.
16 TOMMY DUNN: Second Ms. Wilson. Any
17 discussion? All in favor of Mr. Graham's motion, show
18 of hands. Opposed like sign. Motion carries.
19 We have an appointee from the Library Board from
20 District 7.
21 CINDY WILSON: Thank you, Mr. Chairman.
22 May I reappoint Julie Hart to the Library Board.
23 TOMMY DUNN: We have a motion Ms.
24 Wilson. Do we have a second?
25 RAY GRAHAM: Second.
26 TOMMY DUNN: Second Mr. Graham. Any
27 discussion? All in favor of the motion show of hands.
28 All opposed. Show the motion carries unanimously.
29 Now, moving on to item -- the Planning Commission,
30 District 4. Mr. Sanders.
31 BRETT SANDERS: Thank you, Mr. Chairman. I
32 would like to request to add William Edward Moore to
33 the Planning Commission on behalf of District 4.
34 TOMMY DUNN: We have a motion by Mr.
35 Sanders. Have a second?
36 JIMMY DAVIS: Second.
37 TOMMY DUNN: Second Mr. Davis. Any
38 discussion? I'd just like to say I think that will be
39 a fine addition to the Planning Commission.
40 BRETT SANDERS: Thank you, sir.
41 TOMMY DUNN: Yes, sir. Anyone else?
42 All in favor of the motion show of hands. All opposed
43 like sign. Show the motion carries unanimously.
44 Does anyone else have any appointments that I
45 missed?
46 Going to move on to requests by council members.
47 Mr. Davis.
48 JIMMY DAVIS: Thank you, Mr. Chair.
49 District 6 would like to appropriate from its Special
50 Projects Fund to Carolina Elite Soccer Academy three

1 thousand dollars and to the Powdersville Fishing Team
2 fifteen hundred dollars, one thousand five hundred
3 dollars. And I make that in the form of a motion for
4 both requests.
5 TOMMY DUNN: We have a motion by Mr.
6 Davis. Do we have a second?
7 CINDY WILSON: Second.
8 TOMMY DUNN: Second Ms. Wilson. Any
9 discussion? All in favor of the motion show of hands.
10 Opposed like sign. Show the motion carries
11 unanimously. Anything else, Mr. Davis?
12 Mr. Sanders, do you have any?
13 BRETT SANDERS: Nothing at this time, sir.
14 TOMMY DUNN: Ms. Floyd, do you have any?
15 GRACIE FLOYD: Yes, I do. I saw a TV
16 special yesterday on the news that was talking about
17 the games that the children play. And it seems like
18 they're having a really bad drop in the games the kids
19 play; basketball, baseball and stuff, because it has
20 gotten too expensive, they say, for the children to get
21 involved. So I would ask all of you to please think
22 about that doing your recreational fund because after
23 all, it is for recreation. Remember the children;
24 okay? Each year District 2 gives a scholarship to the
25 Anderson County Rec Center for the children to play. I
26 would like to do a thousand dollars for the softball, a
27 thousand dollars for the basketball and for our senior
28 citizens who uses it to -- who use it to do their daily
29 exercise, fifteen hundred dollars, which is a total of
30 three thousand five hundred to the City Recreation
31 Center. That's in the form of a motion.
32 CRAIG WOOTEN: Second.
33 TOMMY DUNN: All in favor of the motion
34 show of hands. Show the motion carries. I don't have
35 none for District 5. District 3, Mr. Graham?
36 RAY GRAHAM: Nothing.
37 TOMMY DUNN: District 1?
38 CRAIG WOOTEN: Thank you, Mr. Chairman.
39 I'd like to make a motion on two items. The first item
40 is eight hundred dollars to the Cardinal Racquet Club
41 to assist in an AED defibrillator. Unfortunately they
42 had a member with a heart attack and another member
43 with a stroke. And I believe it would help them.
44 I do want to ask Ms. Croegaert to just verify their
45 non-profit status. I know it's in there and everything
46 looks good. I just didn't think of them as non-profit.
47 But I just want to make sure that that's the case.
48 The other item, I'd like to allocate fifteen
49 hundred to the Anderson Red Cross. And this is
50 actually for a tennis tournament coming up this month.

1 They have paperwork on file. We've done it a number of
2 years in a row. So I put both of those in the form of
3 a motion.

4 CINDY WILSON: Second.
5 TOMMY DUNN: Motion Mr. Wooten; second
6 Ms. Wilson. Keep in mind, Ms. Lacey has -- on the
7 first one it's only if the paperwork, everything is
8 good as it's supposed to be. Mr. Wooten requested it.
9 All in favor of the motion show of hands. Opposed like
10 sign. Show the motion carries unanimously. Anything
11 else, Mr. Wooten?

12 CRAIG WOOTEN: No, sir.
13 TOMMY DUNN: Ms. Wilson?
14 CINDY WILSON: Thank you. May I
15 appropriate from the District 7 recreational account
16 one thousand dollars to the Honea Path Free Clinic, and
17 that's in the form of a motion.

18 TOMMY DUNN: Have a motion Ms. Wilson.
19 Have a second?

20 CRAIG WOOTEN: Second.
21 TOMMY DUNN: Second Mr. Wooten. Any
22 discussion? All in favor of the motion show of hands.
23 All opposed like sign. Show the motion carries
24 unanimously.
25 That's everybody.

26 Moving on to item 15, administrator's report.

27 RUSTY BURNS: Mr. Chairman, the only
28 thing I need to report is Ms. Mary, the nice lady
29 across the street, left brownies for council ---
30 TOMMY DUNN: No, she didn't.
31 RUSTY BURNS: --- that are in my office.
32 TOMMY DUNN: No, she didn't.

33 Citizens comments. Moving on to item number 16,
34 citizens comments. When Mr. Harmon calls your name,
35 please, for the record, state your name and district.
36 You have three minutes. And address the chair, please.

37 LEON HARMON: Mr. Chairman, we have one
38 citizen signed up; Elizabeth Fant.

39 GRACIE FLOYD: We can't hear you.
40 ELIZABETH FANT: Now? Elizabeth Fant,
41 District 3. I want to talk about ways that our county
42 helps in recreation that are fun and that are
43 inexpensive. And I especially want to talk about West
44 Pelzer. West Pelzer, in the summer Mr. Sanders had an
45 event called the Dog Days of Summer. I think that was
46 the name of it. Well attended. And then I also went
47 to his performance at the Mill Town Players. I had all
48 that I was going to bring tonight. Annie Get Your Gun.
49 It was just a darling performance. Only ten dollars to
50 attend. It was a full house. Family friendly.

1 Williamston recently had Party in the Park, where they
2 had The Tams. That was free. They have the Spring
3 Water Festival, which of course, is free. A lot of
4 these events are family friendly. They had Broadway
5 Family Day with the skiing and all kinds of events and
6 the cardboard boat race. Again, family friendly.

7 West Pelzer and Williamston, particularly, seem to
8 really work on their recreation activities.
9 Williamston usually has something once a month. These
10 are events that are free. You have a lot of community
11 members that are putting together their resources and
12 their volunteer hours to make these things happen. A
13 lot of these events don't cost a whole lot, but they
14 really mean a lot to the community.

15 Belton Center for the Arts had a recent exhibition.
16 Members -- we do have members, but you can go if you're
17 not a member to these events. The volunteers are the
18 ones that made the refreshments and they weren't
19 expensive at all, but they were very nicely laid out,
20 so it's not something that costs a whole lot of money
21 to present, but it's great for the community.

22 Envision Williamston is just doing a lot of
23 projects to kind of float their little community. I
24 understand that Mr. Davis is having some meetings in
25 Powdersville also with the Envision.

26 Also, the small communities are invited to
27 participate in some other things. I went to the C-fund
28 meeting yesterday and only one of those municipalities
29 had stepped up to ask for road funds, and that was
30 Williamston.

31 LEON HARMON: Time, Mr. Chairman. No one
32 else is signed up.

33 TOMMY DUNN: Remarks from council
34 members. Mr. Davis?

35 JIMMY DAVIS: I have nothing, sir.

36 TOMMY DUNN: Thank you. Mr. Sanders?

37 BRETT SANDERS: Yes, sir, Mr. Chairman. As
38 we've been out in the community meetings and having
39 town halls about the possibility of a road fee, I just
40 wanted to thank all the Anderson County staff for the
41 hard work and effort that they've put in. I wanted to
42 thank Chairman Wooten, Chairman Wilson and Holt
43 Hopkins, as well, for coming out tonight. They did a
44 tremendous job representing the county. And I want you
45 guys all to know that I appreciate you and I appreciate
46 the hard work and effort. Thank you.

47 TOMMY DUNN: Thank you. Ms. Floyd?

48 GRACIE FLOYD: I've been talking to the
49 constituency in District 2 about the road tax fee and
50 we're in trouble, from what I'm hearing. I'm hoping to

1 have some meetings throughout District 2. But we need
2 to go ahead and get started coming up because they're
3 asking a lot of questions. And the questions can't
4 really be answered by us. In fact, when I was asked
5 the questions at one of the community meetings, I
6 referred to Seth, who was with me at the time, and he
7 did an outstanding job. But we need to get to work on
8 that fee. Thank you.

9 TOMMY DUNN: Thank you, Ms. Floyd.
10 Mr. Graham?

11 RAY GRAHAM: Nothing, Mr. Chairman.

12 TOMMY DUNN: Thank you. Mr. Wooten?

13 CRAIG WOOTEN: I just had a couple of
14 items. I was going to ask maybe in the next Public
15 Safety Meeting, maybe Mr. Kelly could give us some
16 recommendations, but with the East-West Connector and
17 the possible extension, maybe what would be a good
18 safety plan in regards to like AEDs or the blue lights
19 or I don't know if it would call EMS or call the
20 Sheriff's Department, or what should happen, but I know
21 that there's probably some protocol out there if
22 somebody were to collapse on the connector and have a
23 heart attack or maybe be scared that somebody is not
24 acting right. So I would appreciate maybe if we could
25 talk about that in a subcommittee meeting.

26 The other item I wanted to ask Mr. Harmon, I had a
27 couple of constituents in the break between awards and
28 discussion, when they were talking about the Cartee
29 Road zoning, they wanted to understand the legality of
30 covenants and how it would work and how it would be
31 enforced in the timing of accepting a zoning proposal.
32 And that might be something that like Dr. Parkey or --
33 somebody could just outline for them so that as they're
34 making these discussions they'll understand the
35 mechanics of it and the timing of those mechanics.

36 Big thank you to Holt Hopkins last night. He was
37 awesome and really helped us explain some things in
38 detail.

39 And I want to congratulate Ray Graham on the SCAC
40 State Board. He and I took some classes together a few
41 years ago and I remember he said I want to see this
42 through. That's a real credit to our county to be
43 represented on the state level like that.

44 TOMMY DUNN: Mr. Harmon, if you would,
45 get with Dr. Parkey and sort of discuss that covenants
46 and all. That is a legal thing, I know, on that thing
47 on Cartee Road. If they're going to be having a
48 meeting we need to answer that or something another and
49 get it if it is doable.

50 LEON HARMON: Yes. I'll put together an

1 outline for that, that can be used for that meeting.
2 TOMMY DUNN: Thank you. Ms. Wilson?
3 CINDY WILSON: Thank you. We have such an
4 incredible county and such good people. It's a great
5 testament to see how the Blue Trail is evolving and
6 development coming to the river banks of the Saluda.
7 That is an incredible asset for the county. And our
8 town hall meetings have been so fruitful. It's very
9 confusing for us and for our citizens to know which pot
10 of money goes to what project. It's very confusing,
11 and district lines and what part of the tax money the
12 schools get and roads, the state roads and the state
13 gas taxes, the new ones, and then the old C-funds. And
14 a lot of what we're able to do is learn together with
15 our citizens. And I think that there's one thing that
16 everybody agrees on is the fact that the roads need
17 work. And it's starting to evolve with some really
18 good suggestions. And some of you who have not come to
19 -- haven't been able to make all the meetings, one of
20 the meetings over in West Pelzer, we had a lady to
21 suggest a go-fund-me page for the road work. And Mr.
22 Burns is actually having that looked at to see if we
23 can do that. That may be an avenue that could be of
24 help at some point. But we will leave no stone
25 unturned. And it's really nice to be able to work with
26 everybody. Appreciate Mr. Hopkins and Mr. Hogan and
27 our county administrator, Mr. Burns, and Mr. Harmon.
28 And my fellow council members who have come to my
29 district meetings, I really appreciate it. Thank you.
30 TOMMY DUNN: Thank y'all. I also want
31 to thank the staff, all of them, and fellow council
32 members who has worked on this and got out and put the
33 information out. We're trying to get information to
34 the citizens and all. The group last night was at one
35 meeting. We was at another one in Mr. Davis's
36 district. Appreciate Mr. Hogan and his staff being
37 there and what all they've done to try to make this. I
38 know it's hard. We've got a meeting Thursday night at
39 Zion Fire Department in Mr. Sanders's district. I've
40 got one scheduled a week from tonight at the Center
41 Rock Fire Department. That's when I could get the
42 building.
43 Also, if anybody is interested, on September 26 and
44 there's another one, Association of Counties is having
45 -- putting their committees together, an Inter-
46 Governmental Relations Steering Committee and there's
47 another one, too. I've got it in my truck if anybody's
48 interested. It's going to be -- the meeting's in
49 Columbia. And it's for the chairman, if I can't make
50 it, assignee, I'll be glad if anybody is interested in

1 going, to sign the paper so you can go. There is
2 another committee.

3 Also, and I'm sorry, it's the way it works out,
4 we're going to have a special called meeting on
5 September the 6th at 12:00. That's on a Friday. And
6 the reason we've got to have that meeting is because of
7 the sale of the TTI building in Pickens, to have that
8 third reading. It was supposed to be at our next
9 regular council meeting the first Tuesday night of
10 September. The paper didn't get it publicized like
11 they was supposed to so we're going to have to go the
12 extra mile. Got it redone, so it will be done on that.
13 And we need to have this meeting where we can get our
14 check and get out from under that thing.

15 CINDY WILSON: At 12:00.

16 TOMMY DUNN: 12:00. Be short and sweet.
17 September the 6th and that's on a Friday.

18 That's all. Appreciate it.
19
20

(MEETING ADJOURNED AT 8:06 P.M.)

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2019-036

)

COUNTY OF ANDERSON

)

AN ORDINANCE AUTHORIZING PURSUANT TO TITLE 4 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, INCLUDING SECTIONS 4-1-170, 4-1-175, AND 4-29-68 THEREOF, AND ARTICLE VIII, SECTION 13 OF THE SOUTH CAROLINA CONSTITUTION THE, EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT, BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, AND FALLS AT MEEHAN APARTMENTS, LLC, INCLUDING CERTAIN RELATED OR AFFILIATED ENTITIES (FORMERLY IDENTIFIED BY THE COUNTY AS PROJECT MCPEND), TO PROVIDE FOR CERTAIN SPECIAL SOURCE REVENUE OR INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Anderson County, South Carolina ("**County**"), acting by and through its County Council ("**County Council**") is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (collectively, the "**Infrastructure Credit Act**"), and Article VIII, Section 13 of the South Carolina Constitution (i) to provide special source revenue or infrastructure credits ("**Infrastructure Credit**") for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the project and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise, all to enhance the economic development of the County ("**Infrastructure**"); and (ii) to expand, in conjunction with one or more other counties, a joint county industrial or business park in order to facilitate the grant of such special source revenue credits; and

WHEREAS, Falls at Meehan Apartments, LLC, a South Carolina limited liability company, including its related and affiliated entities, formerly identified by the County as Project MCPend, ("**Company**"), is planning an investment consisting of the expenditure of approximately \$30,000,000 ("**Investment**") to acquire by construction, lease, and purchase certain land, buildings, furnishings, fixtures, and equipment for the purpose of establishing a commercial residential facility in the County (collectively, "**Project**"); and

WHEREAS, the County has previously created a joint county industrial and business park with Greenville County ("**Park**") pursuant to that certain Agreement for the Development of a Joint County Industrial and Business Park (2010 Park), as amended, between the County and Greenville County, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter into with respect to the Project to offer the benefits of the Infrastructure Credit to the Company hereunder ("**Park Agreement**");

WHEREAS, in accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a *situs* in the Park are exempt from all *ad valorem* taxation, however, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* property taxes or other fee-in-lieu-of-taxes that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park (each, a "**Fee Payment**"); and

WHEREAS, in connection with the Project, the Company has requested the County to enter into an incentives agreement, to the extent and subject to the conditions provided in that agreement, to establish the commitments of (i) the Company to make the Investment and (ii) the County to provide certain special source revenue or infrastructure credits against certain Fee Payments made in connection with the Project; and

WHEREAS, the County has determined to provide certain annual infrastructure credits against each Fee Payment for a period of twenty (20) years, the terms and conditions of which are more fully set forth in an agreement attached hereto as **Exhibit A** (“**Infrastructure Credit Agreement**”).

NOW, THEREFORE, BE IT ORDAINED BY THE ANDERSON COUNTY COUNCIL DULY ASSEMBLED THAT:

Section 1. Findings. The County hereby finds and affirms based on information provided by the Company: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

Section 2. Authorization to Execute and Deliver Infrastructure Credit Agreement. The County Council authorizes and directs the County Council Chairman to execute the Infrastructure Credit Agreement, with any minor modifications and revisions which shall not be materially adverse to the County and shall be deemed approved by the County Council upon the Chairman’s execution of the Infrastructure Credit Agreement, and the Clerk to County Council is authorized and directed to attest the same; and the Clerk to County Council is further authorized and directed to deliver the executed Infrastructure Credit Agreement to the Company.

Section 3. Inclusion of Project in Park. The County Council agrees to use its best efforts to ensure that the Project is incorporated into and remains in the Park for no less than the term of the Infrastructure Credit Agreement and hereby authorizes and directs the County Council Chairman and the County Administrator to execute an amendment to the Park Agreement, with any minor modifications and revisions which shall not be materially adverse to the County and shall be deemed approved by the County Council upon the Chairman’s and the County Administrator’s execution of the Park Agreement, and the Clerk to County Council is authorized and directed to attest the same; and the Clerk to County Council is further authorized and directed to deliver the executed Park Agreement to the Company.

Section 4. Further Acts. The County Council authorizes the County Council Chairman, the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an “*Authorized Individual*”), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

Section 5. General Repealer. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 6. Severability. Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or

determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

This Ordinance takes effect and is in full force only after the County Council has approved this Ordinance following three readings and a public hearing.

(SEAL)

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: August 6, 2019
Second Reading: August 20, 2019
Third Reading: September 3, 2019
Public Hearing: September 3, 2019

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
Anderson County Council

EXHIBIT A

Infrastructure Credit Agreement

INFRASTRUCTURE CREDIT AGREEMENT

BY AND BETWEEN

FALLS AT MEEHAN APARTMENTS, LLC, AS SPONSOR,

AND

ANDERSON COUNTY, SOUTH CAROLINA

SEPTEMBER 3, 2019

**PREPARED BY:
PARKER POE ADAMS & BERNSTEIN LLP
110 EAST COURT STREET, SUITE 200
GREENVILLE, SOUTH CAROLINA 29601
(864) 577-6370**

INFRASTRUCTURE CREDIT AGREEMENT

THIS INFRASTRUCTURE CREDIT AGREEMENT (“**Agreement**”) is made and entered into as of September 3, 2019, by and among Anderson County, South Carolina (“**County**”), a body politic and corporate and a political subdivision of the State of South Carolina (“**State**”), acting by and through the Anderson County Council (“**County Council**”) as the governing body of the County, Falls at Meehan Apartments, LLC, a South Carolina limited liability company, including any of its related or affiliated entities (formerly identified by the County as Project MCPEND) (“**Company**”), and any other party that may join as a Project Affiliate as that term is defined in this Agreement (hereinafter, the County, the Company, and any Project Affiliate are referred to collectively as “**Parties**,” and individually as a “**Party**”).

WITNESSETH:

(a) The County, acting by and through its County Council is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (collectively, the “**Infrastructure Credit Act**”), and Article VIII, Section 13 of the South Carolina Constitution (i) to provide special source revenue credits for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the project and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise, all to enhance the economic development of the County; and (ii) to expand, in conjunction with one or more other counties, a joint county industrial or business park in order to facilitate the grant of such special source revenue credits;

(b) The Company is planning an investment consisting of the expenditure of \$30,000,000 (“**Investment**”) in connection with the acquisition by construction, lease, and purchase of certain land, buildings, furnishings, fixtures, and equipment, for the purpose of establishing a commercial residential facility in the County (collectively, “**Project**”);

(c) The Project, including the Project Site which is more particularly described in the attached **Exhibit A**, will be placed in a multi-county industrial park as previously formed by that certain Agreement for the Development of a Joint County Industrial and Business Park (2010 Park), as amended, between the County and Greenville County, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter into with respect to the Project to offer the benefits of the Infrastructure Credit to the Company hereunder (“**Park Agreement**”);

(d) The term Project Affiliate refers to an affiliate that joins with or is an affiliate of the Company who executes and delivers a Joinder Agreement in a form substantially similar to that attached hereto as **Exhibit B**; and whose investment with respect to the Project shall (i) be considered part of the Investment for purposes of this Agreement and (ii) be qualified to receive the benefits pursuant to this Agreement and the Infrastructure Credit Act; and

(e) In accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a *situs* in a Park, are exempt from all *ad valorem* taxation, however, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* property taxes or other fee-in-lieu-of-taxes that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park (each, a “**Fee Payment**”).

NOW, THEREFORE, IN CONSIDERATION of the respective representations and agreements contained in this Agreement, the Parties agree to the following.

ARTICLE I REPRESENTATIONS

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

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina (“**State**”);

(b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;

(c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of an ordinance in accordance with the procedural requirements of the Infrastructure Credit Act and any other applicable state law;

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;

(e) The County has approved the inclusion of the Property in the Park by adoption of an ordinance; and

(f) Based on representations made by the Company, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

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

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

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

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

ARTICLE II INFRASTRUCTURE CREDITS

Section 2.1 *Investment Commitment; Termination.*

(a) The aggregate amount the Company shall invest in the Project shall equal or exceed \$30,000,000, as measured by original cost without regard to depreciation (“**Investment Commitment**”), before the end of the investment period, which shall begin on the first day of the first tax year in which the Company places investments into service and shall include each subsequent year through December 31, 2024 (“**Investment Period**”).

(b) In the event the Company fails to achieve an aggregate investment of \$25,000,000, then this Agreement shall terminate with regard to the Project and, on termination, the Company is no longer entitled to any further benefits under this Agreement for the Project.

Section 2.2 *Infrastructure Credits.*

(a) Subject to the provisions herein, the County grants an annual infrastructure credit (“**Infrastructure Credit**”) to the Company and any Project Affiliate against each annual Fee Payment in an amount equal to the percentage (“**Applicable Percentage**”) shown in the table below multiplied by the otherwise due Fee Payment liability each year for a period of twenty (20) years (“**Credit Period**”). The Credit Period shall commence in the first property tax year for which any Fee Payment becomes due. The Parties anticipate that the first year of the Credit Period will be property tax year 2020 (*i.e.*, since the Fee Payment for investments made in 2019 will be invoiced to the Company in property tax year 2020 and payable on or before January 15, 2021) and that the last year of the Credit Period will be tax year 2039.

<u>Years</u>	<u>Applicable Percentage</u>
1-10	50%
11-20	40%

(b) The County shall deduct the Infrastructure Credits from the Company’s annual Fee Payment liability and reflect the deduction on the Company’s property tax bills with respect to the Project and the Company shall remit the Fee Payment net of the Infrastructure Credit (“**Net Fee Payment**”) to the County.

(c) Any Infrastructure Credit provided under this Agreement shall be used to reimburse the Company for eligible expenditures, as permitted by the Infrastructure Credit Act, which includes the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Company’s property, for improved or unimproved real estate or for personal property. The Infrastructure Credit benefits shall be first deemed to be applied to the eligible expenditures of the Company, with any remaining Infrastructure Credit benefit to be applied to the eligible expenditures of a Project Affiliate, if any, the allocation of which shall be determined in the sole discretion of the Company. In no event shall the aggregate amount of Infrastructure Credits received as of any point in time exceed the amount of the Company’s, and any Project Affiliate’s, aggregate investment in such eligible expenditures as of such time.

(d) To the extent that the Company is unable to apply the annual Infrastructure Credit to its fullest extent in any given year of the Credit Period, the Company may use any remaining amount of annual Infrastructure Credit in any of the succeeding years of the Credit Period. To the extent that the Company has any remaining, unused Infrastructure Credit upon the end of the Credit Period, the Company may request that the County extend the Credit Period so that the Company may apply such amount to future Fee Payments, the extension of which may be approved by the County Administrator, without further action by County Council. However, if there is sufficient Fee Payment in any given year during the Credit Period against which an annual Infrastructure Credit could be applied, then the annual Infrastructure Credit must be taken to the fullest extent against such Fee Payment in such year.

(e) In the event the Company achieves an aggregate investment of at least \$25,000,000 but less than the Investment Commitment, as measured by original cost without regard to depreciation, before the end of the Investment Period, the Applicable Percentage in Section 2.2(a) of this Agreement shall be replaced by the percentages shown in the table below.

<u>Years</u>	<u>Applicable Percentage</u>
1-5	50%
6-20	40%

Section 2.3. Certification. For each year during the Credit Period, the Company shall be responsible for completing an “**Investment Certification**” (in substantially the form attached as **Exhibit C**) on or before May 31 following each year of the Investment Period, beginning on May 31, 2020, in accordance with the instructions set forth therein. Exhibit C shall be part of this Agreement. Should the Company fail to submit the Investment Certification on May 31 following each year of the Investment Period, the County may choose to terminate this Agreement upon written notice of default to the Company by the County and the expiration of a 90-day cure period.

Section 2.4. Project Shall Remain in the Park . The County will use its best efforts to ensure that the Project will remain in the Park so long as the Company is located at the Project Site. If, for any reason, the Park Agreement is modified to exclude the Project or is otherwise terminated, then the County will use its best efforts to ensure that the Project shall be immediately placed into another multi-county park arrangement to which the County is party and that would enable the Company to receive the Infrastructure Credit benefits set forth in this Agreement. To the extent that no multi-county park arrangement exists to which the County is a party, then the County agrees to use its best efforts to make arrangements with the Company to offer a legally available alternative arrangement, upon mutually agreeable terms, that would deliver the same value of the benefits as the Infrastructure Credit benefits set forth in this Agreement for the remainder of the Credit Period, as extended, to the maximum extent permitted by law.

Section 2.5. Addition of Project Affiliates. Any Project Affiliate may join as a Party to this Agreement, without the approval of County Council, provided that it agrees to be bound by the terms of that Joinder Agreement attached as **Exhibit B**, a fully executed copy of which will be delivered to the County.

ARTICLE III DEFAULTS AND REMEDIES

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

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

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

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

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

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

Section 3.2. Remedies on Default.

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

(i) terminate the Agreement; or

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

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

(i) bring an action for specific enforcement; or

(ii) terminate the Agreement.

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

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

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

**ARTICLE IV
MISCELLANEOUS**

Section 4.1. Notices. Any notice, election, demand, request or other communication to be provided under this Agreement shall be effective when delivered to the party named below or three business days after 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:

AS TO THE COUNTY: Anderson County, South Carolina
 Attn: County Administrator
 PO Box 8002
 Anderson, South Carolina 29622

WITH A COPY TO:
(does not constitute notice): Anderson County Attorney
 PO Box 8002

Anderson, South Carolina 29622

AS TO THE COMPANY: Stephen H. Mudge
Falls at Meehan Apartments, LLC
4 Davis Keats Drive
Greenville, SC 29607

WITH A COPY TO: Parker Poe Adams & Bernstein LLP
(which shall not Attn: Madison Felder
constitute notice) 110 East Court Street, Suite 200
Greenville, South Carolina 29601

Section 4.2. *Binding Effect.* This Agreement is binding, in accordance with its terms, upon and inures to the benefit of the Company and its 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 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 4.3. *Counterparts; Electronic Signatures.* This Agreement may be executed in any number of counterparts and each such executed counterpart shall be, and shall be deemed to be, an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate but one and the same instrument. This Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Agreement to be original signatures and may conclusively be relied upon by any Party to this Agreement.

Section 4.4. *Governing Law.* This Agreement and all documents executed in connection with this Agreement are construed in accordance with and governed by the laws of the South Carolina. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 4.5. *Amendments.* The Parties may modify or amend this Agreement only in a writing signed by the Parties.

Section 4.6. *Further Assurance.* From time to time the County shall execute and deliver to the Company any additional instruments as the Company reasonably request to evidence or effectuate the purposes of this Agreement, subject to any approvals required to be obtained from County Council.

Section 4.7. *Severability.* If any provision of this Agreement is illegal, invalid or unenforceable for any reason, the remaining provisions remain unimpaired and any illegal, invalid or unenforceable provision are reformed to effectuate most closely the legal, valid and enforceable intent and to afford the Company with the maximum benefits to be derived under this Agreement and the Act, it being the intention of the County to offer the Company the strongest inducement possible to encourage investment on the Project.

Section 4.8. *Assignment.* This Agreement may be assigned in whole or in part. To the extent any further consent is required by the Act and requested, the County may grant such consent by adoption of a Resolution, which consent will not be unreasonably withheld.

Section 4.9. *Limited Obligation.* THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

Section 4.10. *Force Majeure.* The Company is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 4.11. *Administration Expenses.* The Company agrees to pay the reasonable and necessary expenses incurred by the County with respect to this Agreement ("**Administration Expenses**"), including 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. The parties hereto agree the Administration Expenses shall not exceed \$5,000 in any event. The Company agrees to pay the 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 right to receive such payment, specifying the nature of such expense and requesting payment of same.

Signature pages follow.

Section 4.12 Entire Agreement. This Agreement expresses the entire understanding and all agreements of the Parties with each other, and no Party is bound by any agreement or any representation to another Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.13 Construction. Each Party and its legal counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

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

Section 4.15. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Period and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

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

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk to County Council as of the day and year first above written.

FOR ANDERSON COUNTY:

(SEAL)

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Lacey Croegaert
Anderson County Clerk to Council

[Signature Page 1 to Infrastructure Credit Agreement]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in its name and on its behalf by its authorized officer as of the day and year first above written.

FALLS AT MEEHAN APARTMENTS, LLC

By: _____

Its: _____

[Signature Page 2 to Infrastructure Credit Agreement]

EXHIBIT A

Project Site

All that certain piece, parcel or tract of land, situate, lying and being in the Town of Pendleton, County of Anderson, State of South Carolina, being shown as Tract B-R1, containing 17.46 acres, more or less, on a plat entitled "THE FALLS AT MEEHAN LOT-LINE REVISION OF TRACTS C AND B-R" prepared by HBU Surveying & Planning, LLC, dated January 23, 2019 and recorded February 6, 2019 in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book S2536 at Page 6. Reference being hereby made to said plat for a more complete and accurate metes and bounds description thereof.

Anderson County T.M.S. No. 041-00-02-018

JOINDER AGREEMENT

1. Joinder to Infrastructure Credit Agreement.

2. Capitalized Terms.

3. Governing Law.

4. Notice.

[]

Date _____ Name of Entity _____

By: _____
Name: _____
Its: _____
Address: _____

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Project Affiliate under the Infrastructure Credit Agreement effective as of the date set forth above.

By: _____
Name: _____
Its: _____
Date: _____
Address: _____

EXHIBIT C

INVESTMENT CERTIFICATION

Reference is made to the Infrastructure Credit Agreement, dated as of September 3, 2019 (“**Agreement**”), by and among Anderson County, South Carolina (“**County**”) and Falls at Meehan Apartments, LLC (“**Company**”). Each capitalized term not defined in this Annual Certification and Claim Form (“**Certification**”) has the meaning contained in the Agreement.

I _____, the _____ of the Company, do hereby certify in connection with Section 1 and Section 2 of the Agreement, as follows:

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

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

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

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

Name: _____

Its: _____

ORDINANCE NO. 2019-037

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

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

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

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

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

DONE in meeting duly assembled this 3rd day of September, 2019.

(SEAL)

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: August 6, 2019
Second Reading: August 20, 2019
Third Reading: September 3, 2019
Public Hearing: September 3, 2019

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

Property Description

All that certain piece, parcel or tract of land, situate, lying and being in the Town of Pendleton, County of Anderson, State of South Carolina, being shown as Tract B-R1, containing 17.46 acres, more or less, on a plat entitled "THE FALLS AT MEEHAN LOT-LINE REVISION OF TRACTS C AND B-R" prepared by HBU Surveying & Planning, LLC, dated January 23, 2019 and recorded February 6, 2019 in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book S2536 at Page 6. Reference being hereby made to said plat for a more complete and accurate metes and bounds description thereof.

Anderson County T.M.S. No. 041-00-02-018

SOUTH CAROLINA

)

)

ANDERSON COUNTY

)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of August 6, 2019, August 20, 2019, and September 3, 2019, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, Anderson County Council

Dated: _____, 2019

ORDINANCE NO. 2019-042

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 TO INCLUDE CERTAIN PROPERTY OF PROJECT ALLOY; AND OTHER MATTERS THERETO.

WHEREAS, pursuant to Ordinance No. 4391 enacted October 19, 2010 by Greenville County Council, Greenville 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 Anderson 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 to Project Alloy, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Greenville County;

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

1. Exhibit A to the Agreement is hereby and shall be amended and revised to include the property located in Greenville County described in the schedule attached to this Ordinance, and, pursuant to Section 3(B) of the Agreement, upon adoption by Anderson County Council 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.

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

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

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

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

ORDAINED in meeting duly assembled this _____ day of _____, 2019.

ATTEST:

FOR ANDERSON COUNTY

Rusty Burns
County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

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

Addition to Exhibit A to
Agreement for the Development of a Joint County Industrial and

Business Park dated as of December 1, 2010, as amended,
between Anderson County and Greenville County

[Insert Full Legal Description]

Tax Map Number 0486000103905

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)

)

Lacey Croegaert
Anderson County Clerk to Council

Dated: _____, 2019

ORDINANCE NO. 2019-043

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, CHAPTER 38 SO AS TO ADD TO ARTICLE VI A NEW DIVISION TITLED ROAD MAINTENANCE FEE; AND OTHER MATTERS RELATED THERETO.

TITLE ONLY

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON) ORDINANCE NO. 2019-044

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT AUGUSTUS, WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY TO BE LOCATED AT ONE OR MORE LOCATIONS IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES; 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”), Code of Laws of South Carolina 1976, as amended (the “Code), and, particularly, Section 4-1-175 of the Code, and by incorporation Section 4-29-68 of the Code, to enter into agreements with industry, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial or commercial projects; to provide special source revenue credits against such fees-in-lieu-of-taxes as reimbursement for certain qualified expenditures; through all such powers the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on September 3, 2019 an inducement resolution (the Inducement Resolution”) with respect to certain proposed investment by a company identified for the time being as Project Augustus, a _____ organized and existing under the laws of the State of _____ (the “Company”), with respect to the acquisition, construction, and installation by the Company and any tenant thereof and/or successor in interest thereto of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute the establishment of certain commercial or manufacturing facilities at one or more locations in the County (collectively, the “Project”); and

WHEREAS, the Company has represented that the Project will involve an aggregate projected investment of at least \$10,065,000 in the County within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

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

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

WHEREAS, pursuant to the Inducement Resolution, the County has agreed to, among other things, enter into a Fee in Lieu of Tax and Incentive Agreement with the Company (the “Fee Agreement”), whereby

the County would provide therein, amongst other things, for (i) a payment of a fee in lieu of taxes by the Company with respect to the Project and (ii) pursuant to Section 4-1-175 of the Multi-County Park Act, the benefit to the Company of certain Special Source Credits, all as set forth in great detail in the Fee Agreement; and

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

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

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

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

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

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

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

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

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

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

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

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

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

ENACTED in meeting duly assembled this ____ day of _____, 2019.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert,
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____, 2019
Second Reading: _____, 2019
Third Reading: _____, 2019
Public Hearing: _____, 2019

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 _____, 2019, _____, 2019; and _____, 2019, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Lacey Croegaert
Anderson County Clerk to Council

Dated: _____, 2019

FEE IN LIEU OF TAX AGREEMENT

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT AUGUSTUS]

Dated as of _____, 2019

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SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AND INCENTIVE 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 Incentive Agreement (the "Fee Agreement"). This summary is inserted for convenience only and does not constitute a part of this Fee Agreement or a summary compliant with Section 12-44-55 of the Code.

Company Name:	[Project Augustus]	Project Code	Project Augustus
Projected Investment:	\$10,065,000	Projected Jobs:	N/A
Location (street):	[To be inserted.]	Tax Map No.:	[To be inserted.]
1. FILOT			
Required Investment:	\$10,065,000	Required Jobs:	None
Investment Period:	Ends, initially, 5 years from Commencement Date, as defined in the Fee Agreement	Ordinance No./Date:_____	_____, 2019
Assessment Ratio:	6%	Term (years):	30 (for each annual Phase, as defined in the Fee Agreement)
Millage:	308.7	Net Present Value (if yes, discount rate):	No
Adjustable or fixed millage:	Fixed		
Clawback information:	FILOT terminated retroactively and prospectively if aggregate investment in Project is not at least \$10,065,000 by end of Standard Investment Period.		
2. MCIP			
Included in an MCIP:	Yes (To be completed in 2019)		
If yes, Name & Date:	Anderson-Greenville MCIP Agreement dated as of December 1, 2010 (Subject property to be added 2019)		
3. SSRC			
Total Amount:	85% for tax years 1-5; 35% for tax years 6-30		
No. of Years	30 years		
Yearly Increments:	See above.		
Clawback information:	SSRC terminated retroactively and prospectively if aggregate investment in Project is not at least \$10,065,000 by end of Standard Investment Period.		
4. Other information	If the Contract Minimum Investment Requirement (\$10,065,000) is satisfied within the Standard Investment Period, the Investment Period shall be extended by 5 years.		

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (the "*Fee Agreement*") is made and entered into as of _____, 2019 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the "*County*"), a body politic and corporate and a political subdivision of the State of South Carolina (the "*State*"), acting by and through the Anderson County Council (the "*County Council*") as the governing body of the County, and **[PROJECT AUGUSTUS]**, a _____ organized and existing under the laws of the State of _____ (the "*Company*").

RECITALS

1. The Code of Laws of South Carolina, 1976, as amended (the "*Code*"), and, more particularly, Title 12, Chapter 44 of the Code (the "*FILOT Act*"), 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. 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 the establishment of certain commercial or manufacturing facilities by the Company and any tenant thereof and/or successor in interest thereto at one or more locations in the County.

3. 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, 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.

4. 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 Title 4, Chapter 1 of the Code, and more particularly, Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

5. Section 4-1-175 of the Code authorizes the County to provide special source revenue credits ("Special Source Credits") against payments in lieu of taxes for purposes of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, "Special Source Improvements").

6. By enactment of an Ordinance on _____, 2019, 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, provides for the payment of fees in lieu of taxes in

connection with the Project, and effects the provision of Special Source Credits with respect to 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 with respect to the Company or any Sponsor Affiliate, as the case may be, any corporation, limited liability company, partnership or other entity which owns all or part of the Company, or such Sponsor Affiliate, as the case may be, or which is owned in whole or in part by the Company or such Sponsor Affiliate, as the case may be, or by any partner, shareholder or owner of the Company or such Sponsor Affiliate, as the case may be, as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company or any Sponsor Affiliate, as the case may be, as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

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

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

“Company” shall mean [Project Augustus], a limited liability company, organized and existing under the laws of the State of _____, 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, in the aggregate, of at least \$10,065,000 (without regard to depreciation or other diminution in value) that would be 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.

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

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

“Diminution in Value” in respect of the Project shall mean any reduction in the value, using, to the extent such constitute Economic Development Property, 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 which may be caused by the Company’s or any Sponsor Affiliate’s removal and/or disposal of Project property pursuant to **Section 4.04** hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

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

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

“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 separately applies to each year’s investment made during the Investment Period.

“Fee Agreement” shall mean this Fee in Lieu of Tax and Incentive Agreement, as originally executed and as, from time to time, supplemented or amended as permitted herein.

“*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 Company or any Sponsor Affiliate, an investment of at least \$2,500,000 by the Company, or Sponsor Affiliate, as the case may be, in the Project, or, alternatively, of at least \$5,000,000 by the Company and any Sponsor Affiliates, in the aggregate, in the Project to the extent permitted by Section 12-44-30 of the FILOT Act.

“*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.

“*Investment Period*” shall mean, and shall be equal to, the Standard Investment Period; provided, as permitted by the FILOT Act, in the event the Contract Minimum Investment Requirement is satisfied by the end of the Standard Investment Period, the Investment Period shall be automatically extended by five (5) years.

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

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

“*MCIP Agreement*” shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project.

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

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

“*Project*” shall mean the Land and all the Equipment and Improvements that the Company or any Sponsor Affiliate determines to be necessary, suitable or useful for the purposes described in **Section 2.02(b)** hereof, to the extent determined by the Company or 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 Economic Development Property portion of 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, (b) property described in Section 12-44-110(3) of the FILOT Act to the extent the Company and any Sponsor Affiliates invest at least an

additional \$45,000,000 in the Project, exclusive of such described property, and (c) 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” means the special source revenue credits provided pursuant to Section 4-1-175 of the MCIP Act and **Section 4.02** of this Fee Agreement, with respect to the Special Source Improvements. Special Source Credits are to be used for the payment of, or reimbursement for, Special Source Improvements constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“Special Source Improvements” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

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

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

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

Section 1.02. Project-Related Investments

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

[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 or any Sponsor Affiliate so 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, 2018, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County has located, or will use its best efforts to locate, the Project in the MCIP on terms, and for a duration, sufficient to facilitate the County’s provisions of the Special Source Credits set forth in this Fee Agreement.

Section 2.02. Representations, Warranties, and Agreements of the Company

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

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

(b) The Company intends that the Project be operated as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends that the Project be operated and utilized for the purpose of commercial and/or industrial activities, 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.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01. The Project

(a) The Company intends and expects, together with any Sponsor Affiliates, to (i) construct and acquire the Project, as shall be determined in its sole discretion, and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the property tax year ending **[December 31]**.

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

(c) The Company may add to the Land such real property, located in any of the same taxing district or districts 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 to the County an appropriately revised Exhibit A to this Fee Agreement, in form reasonably acceptable to the County, and such revised Exhibit A shall, effective as of the date set forth in the written notice transmitting the revised Exhibit A, be automatically made a part of this Fee Agreement without further action or proceedings by 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, each of the Company and any Sponsor Affiliates shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer a copy of its 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

ARTICLE IV

FILOT PAYMENTS

Section 4.01. FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, each of 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 its respective portion of 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. Each of the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes with respect to its respective portion of Economic Development Property which comprises the Project and is placed in service, as follows: each of the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to its respective portion of the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to its respective portion of 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 Investment Period using original income tax basis for State income tax purposes for the Land and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

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

Step 3: Use a millage rate of 308.7 mills which millage rate shall be in accordance with Section 12-44-50(A)(1)(b)(i) of the FILOT Act, 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, and, subject to any request from the Company or any Sponsor Affiliate to enter into a lease purchase agreement, as set forth below, 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 such 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. The County agrees, if requested by the Company or Sponsor Affiliate, to enter into a lease purchase agreement with the Company or Sponsor Affiliate pursuant to Section 12-44-160 of the FILOT Act and Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable. The Company or any Sponsor Affiliate acknowledges, if a court of competent jurisdiction holds all or part of the FILOT Act is unconstitutional or otherwise illegal, the FILOT Act currently provides that the Company and each Sponsor Affiliate must transfer its respective portion of the Economic Development Property to the County within one hundred eighty (180) days following such determination in order for the FILOT benefits to continue to apply to such property. In any such lease purchase agreement referenced above, the County, upon the conveyance of title to the Project to the County at the expense of the Company or any Sponsor Affiliate, as the case may be, agrees to lease such entity's portion of the Project to the Company or any Sponsor Affiliate, as the case may be. At the end of the term of any such lease purchase agreement, and upon payment of all outstanding obligations incurred under such lease purchase agreement, the Company and each such Sponsor Affiliate shall have the option to purchase its respective portion of the Project from the County for Ten Dollars (\$10.00). In furtherance of this covenant, the County also agrees that, in the event that, for any reason, the MCIP is declared by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the parties express their intentions that tax or FILOT payments be reformed so as to best afford the Company and each Sponsor Affiliate benefits commensurate with, but not in excess of, those intended under this Fee Agreement, as then permitted by law, including, without limitation, any benefits afforded under Title 12, Chapter 6, Title 4, Chapter 1 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law.

Section 4.02.

Special Source Credits

(a) As reimbursement for investment in Special Source Improvements, and subject to the requirements of Section 4-1-175 of the Code, the County hereby agrees that the Company shall be entitled to receive, and the County shall provide, Special Source Credits against each FILOT Payment due from the Company with respect to the Project for a period of thirty (30) consecutive tax years, commencing with the tax year for which the initial FILOT Payment is due with respect to the Project hereunder as follows: (i) for the first five (5) such tax years, in an amount equal to 85% of each such FILOT Payment; and (ii) for the remaining twenty-five (25) such tax years, in an annual amount equal to thirty-five percent (35%) of each such FILOT Payment;

(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 Special Source Improvements at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit C.

(d) Should the Contract Minimum Investment Requirement not be met by the end of the Standard Investment Period, any Special Source Credits otherwise payable under this Agreement shall no longer be payable by the County, and the Company shall be retroactively liable to the County for the amount of the Special Source Credits previously received by the Company, plus interest at the rate payable for late payment of *ad valorem* taxes. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Standard Investment Period.

(e) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credits are taken against fee in lieu of tax payments 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 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 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 Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement by the end of the Standard Investment Period, this Fee Agreement shall terminate and the Company and each Sponsor Affiliate shall be obligated to pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on each such entity's respective portion of 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 each such entity 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 each such entity has made with respect to such entity's respective portion of the Economic Development Property (after taking into account any Special Source Credits received) (such excess, a "*Deficiency Amount*") for the period through and including the end of the Standard Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Standard Investment Period;

provided, however, any such Deficiency Amount due shall be offset by any repayments of Special Source Credits made by any such entity under **Section 4.02(c)** hereof.

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

Section 4.04. Removal of Project Property

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 FILOT Payments 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 Affiliates 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 the County's obligation to provide the FILOT incentive ends, and this Fee Agreement is prospectively terminated, if the Company and all Sponsor Affiliates cease operations at the Project. For purposes of this Section, "cease operations" means closure of the Project or the cessation of commercial activities, including, but not limited to, the cessation of production and shipment of products to customers for a continuous period of twenty-four (24) months. The provisions of **Section 4.03** hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Standard Investment Period. Each of the Company and any Sponsor Affiliates agree 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 and any Sponsor Affiliates acknowledge and agree that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to the Company 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 the Company and any Sponsor Affiliates, to have access to examine and inspect the Company's South Carolina property tax returns of the Company and any Sponsor Affiliates, as filed with respect to the Project. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company and any Sponsor Affiliates 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 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 and each Sponsor Affiliate agrees to jointly and severally 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 and each Sponsor Affiliate agrees to jointly and severally further 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 and each Sponsor Affiliate shall be obligated to jointly and severally 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 and each Sponsor Affiliate shall be obligated to jointly and severally 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 and each Sponsor Affiliate shall be obligated to jointly and severally 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 and each Sponsor Affiliate shall be obligated to jointly and severally 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 its respective portion 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 its respective portion 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 such 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 benefits 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 transferor 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, subject to the provisions of this **Section 5.09**, 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, or cause to be paid, any Administration Expenses to the County when and as they shall become due following receipt of a written statement from the County requiring payment of such Administration Expenses, 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 statement from the County, accompanied by such supporting documentation as may be necessary to evidence the County's right to receive such payment, specifying the nature of such expense and requesting payment of same. The parties understand that the County has incurred, and will incur, legal fees and other expenses in connection with the original execution and delivery of this Fee Agreement, the MCIP Agreement and all resolutions, ordinances, and other documentation related thereto in an amount not to exceed \$5,000.

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 and substance 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 with respect to the defaulting Company or Sponsor Affiliate, or the County, as the case may be, 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, as the case may be, to make the FILOT Payments due with respect to its respective portion of the Project 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, as the case may be, hereunder which is deemed materially incorrect when deemed made; or

(c) Failure by the Company or any Sponsor Affiliate, as the case may be, 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 defaulting Company or 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 or Sponsor Affiliate, as the case may be, 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 FILOT Act Minimum Investment Requirement, or 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 from such defaulting entity.

Section 6.04. No Waiver

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

[End of Article VI]

ARTICLE VII

MISCELLANEOUS

Section 7.01. Notices

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

If to the Company:

[Project Augustus]

With a copy to:

Nexsen Pruet, LLC
Attn: Tushar V. Chikhliker, Esq.
1230 Main Street, Suite 700 (29201)
P.O. Drawer 2426
Columbia, South Carolina 29202

If to the County:

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

With a copy to:

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

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 and the MCIP 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 or MCIP Act, to locate the Project in the County. In case a change in the FILOT Act, the MCIP 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, 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, MCIP Act, or South Carolina laws.

Section 7.09. Termination by Company

The Company and each Sponsor Affiliate is authorized to terminate this Fee Agreement at any time with respect to all or part of its respective portion 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 by such entity to a party hereto (including without limitation any amounts owed with respect to **Section 4.03** hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The obligation to make FILOT Payments under this Fee Agreement shall terminate with respect to the Company or any Sponsor Affiliate, as the case may be, 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.

FOR ANDERSON COUNTY:

(SEAL)

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Lacey Croegaert
Anderson County Clerk to Council

[Signature Page 1 to Fee in Lieu of Tax and Incentive Agreement]

PROJECT AUGUSTUS

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Tax and Incentive Agreement]

EXHIBIT A

DESCRIPTION OF LAND

[To be inserted.]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "Company"), do hereby certify in connection with **Section 4.03** of the Fee in Lieu of Tax and Incentive Agreement dated as of _____, 2019 between Anderson County, South Carolina and the Company (the "Agreement"), as follows:

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

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

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

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

PROJECT AUGUSTUS

Name: _____

Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Incentive Agreement dated as of _____, 2019 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

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

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

(3) Of the total amount set forth in (2) above, \$_____ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description

Investment Amount

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

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

Name: _____

Its: _____

ORDINANCE NO. 2019-045

AN ORDINANCE TO APPROVE A GROUND LEASE BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND TRI-COUNTY TECHNICAL COLLEGE FOR A SITE AT THE ANDERSON REGIONAL AIRPORT FOR HEAVY EQUIPMENT OPERATOR TRAINING AND FOR A SITE AT THE TTI PEARMAN DAIRY ROAD FACILITY FOR A LINEMAN TRAINING SCHOOL; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina (the “County”) has previously leased a site at the Anderson Regional Airport to Tri County Technical College (“TCTC”) for heavy equipment operator training;

WHEREAS, Anderson County Council previously approved Resolution No. R-2019-020 on May, 7, 2019, identifying an area at the TTI Pearman Dairy Road site on which TCTC will conduct a lineman training school;

WHEREAS, the County and TCTC desire to memorialize the terms and conditions of a ground lease for the above described activities; and

WHEREAS, the County has authority to lease real property pursuant to the South Carolina Code of Laws, Section 4-9-130.

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

1. The Anderson County Council hereby approves the Ground Lease Agreement attached hereto as Exhibit A by and between Anderson County and Tri-County Technical College for a site at the Anderson Regional Airport for heavy equipment operator training and a site at the TTI Pearman Dairy Road facility for a lineman training school. The County Administrator is hereby authorized to sign any documents necessary to complete the Ground Lease Agreement.
2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.

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

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

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

ORDAINED in meeting duly assembled this _____ day of _____, 2019.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading:_____

2nd Reading:_____

3rd Reading:_____

Public Hearing:_____

GROUND LEASE AGREEMENT

RECITALS:

WITNESSETH:

Section 5. Quiet Enjoyment. Ground Lessor covenants that Ground Lessee, on the performance of the

terms and conditions of this Ground Lease, shall and may peaceably and quietly have, hold and enjoy the Demised Premises for the full term of this Ground Lease.

Section 6. No Partnership or Joint Venture. Under no circumstances shall Ground Lessor and Ground Lessee be deemed or held to be partners or joint ventures in or concerning the Demised Premises.

Section 7. Condition of Demised Premises and Disclaimer of Liability. The Demised Premises is leased in a "WHERE IS, AS IS" condition. Ground Lessor makes no representation or warranty, express or implied, as to the condition of the Demised Premises and expressly disclaims same.

GROUND LESSOR HEREBY DISCLAIMS, AND GROUND LESSEE HEREBY RELEASES GROUND LESSOR AS WELL AS ITS COUNCIL MEMBERS, OFFICERS, EMPLOYEES AGENTS, SUCCESSORS AND ASSIGNS FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY GROUND LESSEE, ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITEES ARISING OUT OF, OR RELATED IN ANY MANNER TO, THIS GROUND LEASE OR THE USE OF THE DEMISED PREMISES. NOTWITHSTANDING THE FOREGOING, GROUND LESSOR SHALL BE LIABLE FOR LOSSES, DAMAGES OR INJURIES PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OF GROUND LESSOR OR ITS EMPLOYEES OR AGENTS. THE PARTIES DO, HOWEVER, HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL GROUND LESSOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT.

Section 8. Insurance. Ground Lessee shall, at its sole expense, carry and keep in force a policy of comprehensive liability insurance, including property damage, with respect to Program. Said policy shall provide at least the following limits: bodily injury \$1,000,000.00 each person, \$1,000,000.00 each occurrence and property damage \$1,000,000.00 each occurrence. In addition to Ground Lessee and to the extent possible, the policy shall also name Ground Lessor as an additional insured at the cost of Ground Lessee, at all times while the Ground Lease is in effect. Ground Lessee shall, upon written request from Ground Lessor, deliver to Ground Lessor certificates or other evidence that the insurance coverage required above is in effect. Ground Lessee shall further require any third party operating upon the Demised Premises or furnishing equipment to be operated upon the Demised Premises to carry comprehensive liability insurance in an amount commensurate with the risk, but in no event with less than the limits stated above, as well as property and casualty insurance fully insuring said third party's property against loss. Ground Lessee shall have the option of procuring at its sole expense additional insurance coverage against third said party risks and liability in which event Ground Lessor shall be named as an additional insured in accordance with the foregoing provisions. All insurance required hereunder shall, at a minimum, be issued by insurance companies authorized to do business in the State or South Carolina, with a Best's Rating of at least A and a Financial Size Category of at least VH as rated in the most recent edition of Best's Insurance Reports.

Section 9. Environmental. Ground Lessee and/or its employees, agents, contractors, invitees, licensees or permittees shall not deposit or cause to be deposited Hazardous Material (as hereinafter defined) in or upon the Demised Premises and shall operate the Demised Premises in full compliance with all laws, orders, regulations, rules, ordinances, and requirements of the Federal, State, County and local Governments, including all Environmental Laws (as hereinafter defined). The term "Hazardous Material" means any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant, or material which is hazardous or toxic. The term "Environmental Laws" means all federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, and applicable to the Premises relating to the regulation and protection of human health and safety and/or the environment and natural resources.

Section 10. Improvements. Ground Lessee shall not erect any permanent structure on or upon the Demised Premises. Upon termination of the Ground Lease, Ground Lessee shall, at its sole expense, return

the Demised Premises to its original condition, normal wear and tear excepted.

Section 11. Default by Ground Lessor. If Ground Lessee shall fail to keep or shall violate a condition or agreement in this Ground Lease on the part of Ground Lessee to be performed and if either such failure or violation shall have continued for a period of 60 days after Ground Lessee shall have received written notice by certified or registered mail from Ground Lessor to cure such violation or failure, or for such additional period of time as may be reasonably necessary provided Ground Lessee diligently undertakes to cure such default, then, in such event, Ground Lessor shall have the right at its option, in addition to and not in lieu of all of the rights to which it may be entitled to hereunder and by law, to terminate this Ground Lease and re-enter and repossess all and singular the Demised Premises. Neither the exercise by Ground Lessor of any or all of its rights under this Ground Lease or law nor the defaults by Ground Lessee of any of Ground Lessee's obligations to Ground Lessor shall in any way relieve Ground Lessee of Ground Lessee's obligation to any third party to whom Ground Lessee may be obligated.

Section 12. Default by Ground Lessor. If Ground Lessor shall fail to keep or shall violate a condition or agreement in this Ground Lease on the part of Ground Lessor to be performed and if either such failure or violation shall have continued for a period of 60 days after Ground Lessor shall have received written notice by certified or registered mail from Ground Lessee to cure such violation or failure, or for such additional period of time as may be reasonably necessary provided Ground Lessor diligently undertakes to cure such default, then, in such event Ground Lessee may in addition to and not in lieu of all of the rights to which it may be entitled hereunder and by law, terminate this Ground Lease and turn over possession of the Demised Premises to Ground Lessor.

Section 13. Termination. Ground Lessee agrees upon the expiration of the original term as specified in Section 3, or upon the earlier termination of the Ground Lease as provided herein, to quit and surrender the Demised Premises and that all title and interest in the Demises Premises shall vest in Ground Lessor free and clear of the encumbrances of this Ground Lease and that the improvements on the Demised Premises will be and become the property of Ground Lessor or Ground Lessor's designee.

Notwithstanding the foregoing, either party may terminate this Ground Lease for convenience upon ninety days written notice to the other party; Ground Lessor shall use best efforts to make an alternative site available to Ground Lessee upon the same terms and conditions contained herein in the event Ground Lessor terminates the Ground Lease for convenience under this provision.

Section 14. Notice. Any notice to be given by any party to the other pursuant to the provisions of this Ground Lease shall be given by registered or certified mail, addressed to the party for whom it is intended at the address stated below, or such other address as may have been designated in writing:

To Ground Lessor at: Tri-County Technical College
P.O. Box 587
Pendleton, South Carolina 29670
Attention: President

To Ground Lessee at: Anderson County
101 S. Main Street
Anderson, SC 29622
Attention: County Administrator

Section 15. Successors and Assigns. The covenants, conditions and agreements contained in this Ground Lease shall bind and inure to the benefit of Ground Lessor and Ground Lessee and their respective successors and assigns; provided, however, that Ground Lessee shall not assign, sublease or otherwise transfer its interests herein without prior written consent of Ground Lessor.

Section 16. Miscellaneous. This Ground Lease shall be subject to the following:

(a) There are no oral or verbal understandings among Ground Lessor and Ground Lessee concerning the subject matter of this Ground Lease, and any amendment, modification or supplement to this Ground Lease must be in writing and signed by all parties.

(b) No waiver of any condition or covenant in this Ground Lease, or of any breach thereof, shall be taken to constitute a waiver of any subsequent breach.

(c) Whenever Ground Lessee requests any consent, permission or approval which may be required or desired by Ground Lessee pursuant to the provisions hereof, Ground Lessor shall not be arbitrary or capricious in withholding or postponing the granting of such consent, permission or approval.

(d) All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the land and shall attach and bind and inure to the benefit of Ground Lessor and Ground Lessee and their respective legal representatives, successors and assigns, except as otherwise provided herein.

(e) The parties will at any time at the request of any other party, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of lease, setting forth a description of the Demised Premises, the term of this Ground Lease and any other portions thereof, as either party may request.

Section 17. Execution in Counterparts. This Ground Lease may be simultaneously executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 18. Applicable Law. This Ground Lease shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to conflict of laws principles.

Section 19. Non-Appropriation. This Ground Lease is at all times subject to the appropriation of funds by the Anderson County Council. In the event of non-appropriation, this Ground Lease shall immediately terminate without further obligation or liability on the part of Ground Lessor.

Section 20. Captions. The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Ground Lease.

IN WITNESS WHEREOF, the undersigned has set their hands as of the date first above written.

GROUND LESSOR:

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council

By: _____
County Administrator

[SEAL]
Attest:

By: _____
Clerk, County Council

ADDITIONAL WITNESSES

[ANDERSON COUNTY SIGNATURE PAGE]

IN WITNESS WHEREOF, the undersigned has set their hands as of the date first above written.

GROUND LESSEE:

TRI-COUNTY TECHNICAL COLLEGE

By: _____
President

By: _____
Vice-President

ADDITIONAL WITNESSES

[TRI-COUNTY TECHNICAL COLLEGE SIGNATURE PAGE]

EXHIBIT A
AIRPORT PROPERTY DESCRIPTION

Beginning at an old mag nail on the centerline of Old Portman Rd. (C-09-0163) approximately 800' west of its intersection with Airport Rd. (C-09-04 10) and heading S36°-52 '00" W, 346.58' to a point on the northernmost property line of a 5-acre tract of Anderson County property; thence heading west along the property line to the northwestern most corner of said 5 acre tract and Point of Beginning for the tract; thence heading N80°-20'-00"E for a distance of 444.69' to an old 1" iron pipe; thence S 17°-20'-10"E, 462.15' to a new ½" rebar on the line of Anderson County property bounded on the east by Lakeshore Leasing Inc.; thence proceeding S80°-20'-00"W , 506.37' to a new ½" rebar; thence proceeding N09°-40'-00"W, 458.02' to Point of Beginning. This property description is written utilizing an existing 20' access easement along the S36°-52'-00"W bearing from Old Portman Rd. to the northernmost property line of this property. The easement for access will continue across the northwest corner of the 5-acre tract for common easement to the remainder of the Anderson County property should it be necessary for access. Right is reserved by Anderson County to widen or realign said easement to better facilitate permanent paved access to the property and additional portions of the remaining Anderson County tract. Further reference is craved to that certain plat prepared by F & S Surveyors, Engineers & Planners, Inc. entitled "Boundary Survey – Tract "R" Portion of Anderson County Property Surveyed at the Request of Anderson County," dated October 4, 2012.

GROUND LEASE AGREEMENT:
ANDERSON COUNTY, SOUTH CAROLINA/TRI-COUNTY TECHNICAL COLLEGE
EFFECTIVE: AUGUST 1, 2019
PAGE 8 OF 2

EXHIBIT B
TTI PROPERTY DEPICTION

ORDINANCE NO. 2019-046

AN ORDINANCE TO APPROVE AN AMENDMENT TO THE FEE IN LIEU OF TAX AGREEMENT AND INFRASTRUCTURE FINANCE AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND ORTEC, INC. SO AS TO ADD THE TOWN OF PENDLETON AS A PARTY TO THE AGREEMENTS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to the provisions of Section 12-44-10, et seq. and Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended, Anderson County, South Carolina (the “County”) and Ortec, Inc. (the “Company”) previously entered into that certain Fee In Lieu of Tax Agreement (the “FILOT Agreement”) and that certain Infrastructure Finance Agreement (the “IFA Agreement,” together with the FILOT Agreement, the “Agreements”) each dated as of December 16, 2016, pursuant to which the Company has been afforded certain payments in lieu of taxes under the FILOT Agreement and certain infrastructure credits under the IFA Agreement;

WHEREAS, the County and Company desire to amend the Agreements as to add the Town of Pendleton (the “Town”) as a party to the Agreements and the desires to join therewith;

WHEREAS, pursuant to that certain Memorandum of Understanding between the County, Company and Town, the Company anticipates investing approximately Forty Million Dollars (\$40,000,000.00) and creating approximately seventy-eight (78) new, full-time jobs in the County (the “Project”); and

WHEREAS, the Company, County and Town anticipate the Project will be annexed by the Town (the “Annexation)).

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

1. The Anderson County Council hereby approves the Amendment to Fee In Lieu of Tax Agreement and Infrastructure Finance Agreement, attached hereto in Exhibit A and made a part hereof. This Amendment is an amendment to the FILOT Agreement and the IFA Agreement entered into by the County and the Company as of December 6, 2016. The Chairman of County Council and the County Administrator are authorized to execute all documents necessary to carry out the transaction contemplated by this Ordinance.

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

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

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

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

ORDAINED in meeting duly assembled this _____ day of _____, 2019.

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading:_____

2nd Reading:_____

3rd Reading:_____

Public Hearing:_____

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
Anderson County Council

**AMENDMENT TO
FEE IN LIEU OF TAX AGREEMENT AND INFRASTRUCTURE FINANCE AGREEMENT**

This **AMENDMENT TO FEE IN LIEU OF TAX AGREEMENT AND INFRASTRUCTURE FINANCE AGREEMENT** (the "Amendment") is dated as of _____, 20__ by and between **ANDERSON COUNTY, SOUTH CAROLINA**, a political subdivision and body corporate of the State of South Carolina (the "County"), and **ORTEC, INC.**, a South Carolina corporation, and **PENDLETON LAND HOLDINGS, LLC** a South Carolina limited liability company (together, the "Company"), as well as the **TOWN OF PENDLETON, SOUTH CAROLINA**, a political subdivision and body corporate of the State of South Carolina (the "Town").

WITNESSETH:

WHEREAS, pursuant to the provisions of Section 12-44-10 *et seq.* and Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended, the County and the Company previously entered into that certain Fee in Lieu of Tax Agreement (the "FILOT Agreement") and that certain Infrastructure Finance Agreement (the "IFA Agreement", together with the FILOT Agreement, the "Agreements") each dated as of December 6, 2016, pursuant to which the Company has been afforded certain payments in lieu of taxes under the FILOT Agreement and certain Infrastructure Credits under the IFA Agreement; and

WHEREAS, pursuant to that certain Memorandum of Understanding between the Company, County, and Town, the Company anticipates investing approximately Forty Million Dollars (\$40,000,000) and creating approximately seventy eight (78) new, full-time jobs in the County (the "Project"); and

WHEREAS, the Company, County and Town anticipate the Project will be annexed by the Town (the "Annexation"); and

WHEREAS, the County and Company desire to amend the Agreements and the Town desires to join therewith, all as set forth below; and

NOW, THEREFORE, in consideration of the above and other lawful consideration duly paid and received, the parties hereto **HEREBY AGREE** that:

Section 1. Effective upon Annexation, the County, Company, and Town agree that the Town, by the execution hereof, shall become a party to, adhere to and be bound by the terms and provisions of the Agreements and have the rights and obligations thereof.

Section 2. Effective upon Annexation, the FILOT Agreement definition of "Project Millage Rate" shall include the applicable Town of Pendleton millage as of the date hereof.

Section 3. IFA Agreement Article III is hereby amended to add the following subsection (j):

(j) *Notwithstanding any other provision hereof, in addition to those Infrastructure Credits described in Section 3.02(a) and Section 3.02(b) hereof, the Company shall receive from the Public Parties additional Infrastructure Credits equal to any increase in Fee Payment caused by the annexation of the Project into the Town of Pendleton, such that the actual Fee Payments shall not increase above the Fee Payment had the only millage been that of the County's.*

[Intentionally blank.]

Section 4. IFA Agreement definitions are amended to include the following:

“Public Parties” shall mean the County and the Town.

“Town” shall mean the Town of Pendleton, a political subdivision and body corporate of the State of South Carolina located within the County.

Section 5. The FILOT Agreement definition of “Threshold Date” is replaced with the following:

“Threshold Date” shall mean December 31, 2024.

Section 6. All other provisions of the Agreements are hereby confirmed and ratified except those provisions as provided for herein.

IN WITNESS WHEREOF, **ANDERSON COUNTY, SOUTH CAROLINA, ORTEC, INC., PENDLETON LAND HOLDINGS, LLC, and TOWN OF PENDLETON** each pursuant to due authority, have duly executed this Amendment, all as of the date first above written.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

ORTEC, INC.

By: _____
Name: _____
Title: _____

PENDLETON LAND HOLDINGS, LLC

By: _____
Name: _____
Title: _____

TOWN OF PENDLETON

By: _____
Name: _____
Title: _____

RESOLUTION NO. R2019-036

A RESOLUTION AUTHORIZING, UNDER CERTAIN CONDITIONS, THE EXECUTION AND DELIVERY BY ANDERSON COUNTY, SOUTH CAROLINA OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT WITH A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT AUGUSTUS WITH RESPECT TO A COMMERCIAL AND/OR INDUSTRIAL PROJECT TO BE LOCATED AT ONE OR MORE LOCATIONS IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES AND THE PROVISION OF CERTAIN SPECIAL SOURCE REVENUE CREDITS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered, under and pursuant to the provisions of Title 12, Chapter 44 (the "FILOT Act"), Title 4, Chapter 1 (the "Multi-County Park Act"), Code of Laws of South Carolina 1976, as amended (the "Code") (the FILOT Act and the Multi-County Park Act, collectively referred to herein as, the "Act"), and, particularly, Section 4-1-175 of the Code, and by incorporation Section 4-29-68 of the Code, to enter into agreements with business and industry, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial or commercial projects; to provide special source revenue credits ("Special Source Credits") against such fees-in-lieu-of-taxes as reimbursement for certain qualified expenditures; through all such powers the economic 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, a company identified for the time being as Project Augustus (the "Company"), has requested that the County assist in the acquisition, construction and installation by the Company and any tenant thereof or successor in interest thereto of land, buildings, improvements, fixtures, machinery, equipment, furnishings and/or other real and/or tangible personal property to constitute certain commercial or manufacturing facilities at one or more locations in the County (collectively, the "Project"), which will result in expected investment by the Company in the Project of at least \$10,065,000 in non-exempt investment in connection therewith, by December 31 of the fifth property tax year after the first property tax year which any portion of the Project is first placed in service; and

WHEREAS, the Company has requested that the County enter into a fee in lieu of tax and incentive agreement (the "FILOT Agreement") with the Company, thereby providing for, amongst other things, certain fee in lieu of tax ("FILOT") incentives and Special Source Credits with respect to the Project; and

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

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution (collectively, the "Multi-County Park Authority"), the County intends to place the site or sites on which the Project will be located in a multi-county industrial and business park (a "Park") established by the County pursuant to qualifying agreement with an adjoining South Carolina county, if not already so placed (the "Park Agreement"); and

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

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

Section 1. (a) Pursuant to the authority given to County Council by the South Carolina Constitution, the Code, the FILOT Act and the Multi-County Park Act, and subject to the enactment of required legislative authorizations by the County Council and the partner county in connection with the Park Agreement, if required by the Multi-County Park Act, and for the purpose of providing economic development incentives for the Project through the payment by the Company of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the FILOT Act and the provision of certain Special Source Credits pursuant to Section 4-1-175 of the Multi-County Park Act, there is hereby authorized to be executed a FILOT Agreement between the Company and the County whereby the County, under certain conditions to be set forth in the FILOT Agreement, will agree, amongst other things, to accept negotiated FILOT ("Negotiated FILOT") payments with respect to the Project and to provide Special Source Credits against each Negotiated FILOT Payment due with respect to the Project for a period of thirty (30) consecutive tax years, commencing with the tax year for which the initial Negotiated FILOT Payment is due with respect to the Project as follows: (i) for the first five (5) such tax years, in an amount equal to 85% of each such Negotiated FILOT Payment; and (ii) for the remaining twenty-five (25) such tax years, in an annual amount equal to thirty-five percent (35%) of each such Negotiated FILOT Payment. The FILOT Agreement shall provide that the Negotiated FILOT payments shall be determined using an assessment ratio of 6% for Project property and the normal investment period and a 30-year term allowed under the FILOT Act. The millage rate for Project property for Negotiated FILOT purposes shall be fixed for the entire term of the FILOT Agreement at the cumulative property tax millage rate levied on behalf of all taxing entities within which the Project is located as of June 30, 2018, which millage rate was 308.7 mills, in accordance with the applicable provisions of the FILOT Act.

(b) Pursuant to the Multi-County Park Act, the County Council will use its best efforts to cause the site or sites of the Project to be located in a Park on terms, and for a duration, sufficient to facilitate the provision of the incentives set forth herein and, at least, for the term of the FILOT Agreement.

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

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

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

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

DONE in meeting duly assembled this 3rd day of September, 2019.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert,
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon Harmon, County Attorney,
Anderson County, South Carolina

RESOLUTION NO. R2019-037

A RESOLUTION TO CERTIFY THE OLD ISOLA LAMINATE SYSTEMS PROPERTY AT 500 WESTINGHOUSE DRIVE IN ANDERSON COUNTY, SOUTH CAROLINA AS AN ABANDONED BUILDING SITE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Pendleton Land Holdings, LLC, a South Carolina limited liability company (“Owner”) is the owner of that certain real property and improvements located at 500 Westinghouse Drive in Anderson County, South Carolina (the “Property”) which was formerly used by Isola Laminate Systems for manufacturing operations;

WHEREAS, Isola Laminate Systems terminated its operations at the Property in late 2002 and the buildings on the Property were vacated at such time;

WHEREAS, Owner acquired the Property in 2007 and is now redeveloping the buildings on the Property for manufacturing operations to be conducted by Ortec, Inc.;

WHEREAS, the Property is anticipated to qualify for state income tax credits pursuant to the South Carolina Abandoned Buildings Revitalization Act (Chapter 67 of Title 12 of the South Carolina Code of Laws, 1976, as amended) (the “Act”);

WHEREAS, the County of Anderson, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized and empowered to certify real property as an “abandoned building site” according to South Carolina Code Annotated 12-67-100, *et seq.*, as amended (“Act”);

WHEREAS, according to section 12-67-120(1) of the Act, an “Abandoned Building” means, among other things, “a building or structure, which clearly may be delineated from other buildings or structures, at least sixty-six percent of the space in which has been closed continuously to business or otherwise nonoperational for income producing purposes for a period of at least five years immediately preceding the date on which the taxpayer files a ‘Notice of Intent to Rehabilitate’;”

WHEREAS, according to section 12-67-120(2) of the Act, a “Building Site” means “the abandoned building together with the parcel of land upon which it is located and other improvements located on the parcel. However, the area of the building site is limited to the land upon which the abandoned building is located and the land immediately surrounding such building used for parking and other similar purposes directly related to the building's income producing use”;

WHEREAS, Owner has informed the County that it owns the property described and approximately depicted (heavy-lined area) on Exhibit A to this Resolution (“Property”);

WHEREAS, Owner seeks to receive the income tax credit provided by the Act and has filed a Notice of Intent to Rehabilitate, as defined in section 12-67-120(7), a copy of which is attached as Exhibit B to this Resolution (“Notice”), with the South Carolina Department of Revenue;

WHEREAS, Owner has provided the County with an affidavit (“Affidavit”) regarding the Property, a copy of which is attached as Exhibit C to this Resolution;

WHEREAS, Exhibit A and Exhibit B, collectively, identify the Property, the building site, and the estimated rehabilitation expenses, and Exhibit C provides substantive information regarding the timing of the Property’s prior use; and

WHEREAS, according to section 12-67-140(C) of the Act, Owner has requested the County to determine the eligibility of the building site and the proposed rehabilitation expenses for the income tax credit.

NOW, THEREFORE, BE IT RESOLVED by the County Council that:

1. Based solely on the information provided by Owner in Exhibit A, Exhibit B, and Exhibit C:
 - (a) The site located on the Property contains an “Abandoned Building” as provided in section 12-67-120(1) of the Act;
 - (b) The Property qualifies as a “Building Site” as provided in section 12-67-120(2) of the Act; and
 - (c) The estimated Rehabilitation Expense, as defined in section 12-67-120(6) of the Act, is \$2,500,000.00.
2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
3. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
4. This resolution shall take effect and be in force immediately upon enactment.

[ONE SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

RESOLVED this 3rd day of September 2019, in meeting duly assembled.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

EXHIBIT A
PROPERTY DESCRIPTION

Tract containing approximately 94.59 acres, and approximately 200,000 square feet in improved building, further identified as Anderson County Tax Map No. 630006001.

PROPERTY DEPICTION
[APPROXIMATELY SHOWN AS THE HEAVY-OUTLINED AREA]

(SEE ATTACHED)

EXHIBIT B
NOTICE OF INTENT
(SEE ATTACHED)

EXHIBIT C
AFFIDAVIT

(SEE ATTACHED)

AFFIDAVIT

PERSONALLY APPEARED BEFORE ME, the undersigned, who, being duly sworn, states as follows:

1. My name is D. Larry Brotherton and I am the Manager of Pendleton Land Holdings, LLC, a South Carolina limited liability company (“Owner”).

2. I am eighteen years of age or older, of sound mind and body and personally aware of information contained in this Affidavit.

3. I swear and affirm the following:

(a) Owner is the current owner of the real property and improvements thereon located at 500 Westinghouse Drive, Pendleton, South Carolina 29670 (the "Property") and acquired the property from the previous owner on March 7, 2007.

(b) The previous owner was Mars Laminate Systems Corp. (formerly known as Isola Laminate Systems Corp.) and, upon information and belief, the previous owner operated an manufacturing plant on the Property.

(c) Upon information and belief, based upon the relevant portions of a news article attached hereto as Schedule I, the previous owner closed the plant in late 2002 or early 2003 and the plant has been vacant and non-operational since that time until the Owner began redeveloping the plant last year.

(d) The Owner filed its Notice of Intent to Rehabilitate with the South Carolina Department of Revenue on February 18, 2019, which is at least sixteen years since the previous owner closed its plant.

4. I intend for the County of Anderson, South Carolina to rely on this Affidavit in making a determination as provided in South Carolina Code Section 12-67-100, as amended.

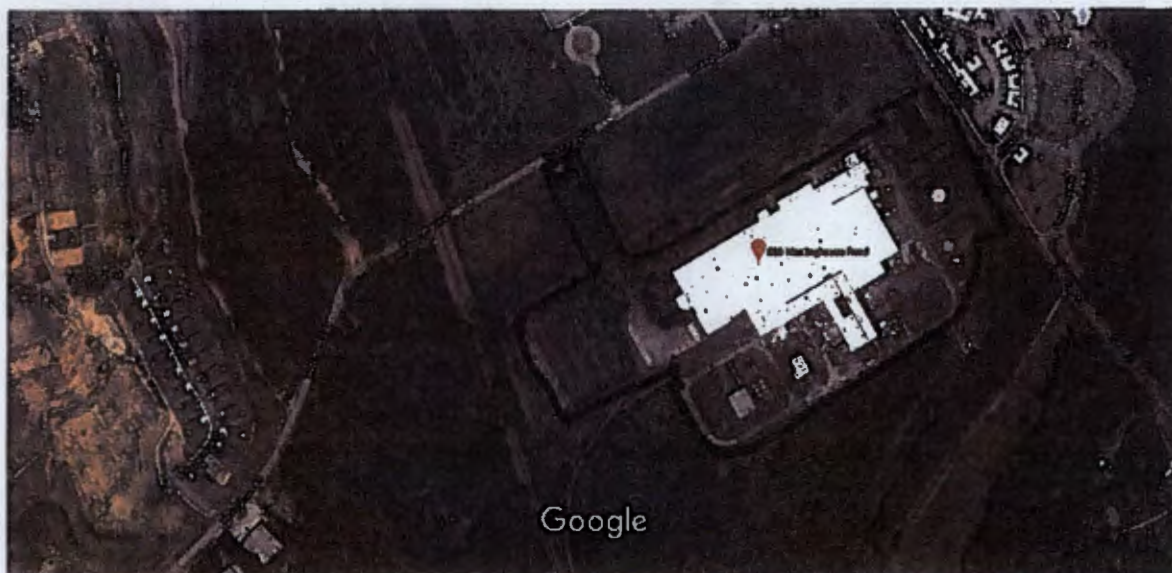
Further Affiant sayeth not.

D. Larry Brotherton, Manager
Pendleton Land Holdings, LLC

Sworn to and subscribed before me
this ____ day of _____, 2019

Notary Public for South Carolina
My Commission Expires: _____

Google Maps 500 Westinghouse Rd



Imagery ©2019 Google, Map data ©2019 200 ft



500 Westinghouse Rd

Pendleton, SC 29670



Directions



Save



Nearby



Send to your phone



Share

J6PH+MM Pendleton, South Carolina

Photos

PENDLETON LAND HOLDINGS, LLC
PO Box P.O. 1415
Easley, South Carolina 29615

February 18, 2019

Abandoned Building Credit Notice
Research and Forms Development
South Carolina Department of Revenue
Columbia, SC 29214-0019

Re: Pendleton Land Holdings, LLC - Notice of Intent to
Rehabilitate 500 Westinghouse Drive, Anderson, South
Carolina

To Whom It May Concern:

Pursuant to Section 12-67-140(B)(1) of the South Carolina Code of Laws, 1976, as amended (the "Code"), this Notice of Intent to Rehabilitate (this "Notice") is hereby submitted to the Department in order for Pendleton Land Holdings, LLC (the "Company") to claim certain state income tax credits under Section 12-67-140(A) of the Code for proposed rehabilitation expenses to be incurred in connection with the Company's acquisition and redevelopment of the real property and improvements located at 500 Westinghouse Drive in Anderson County, South Carolina (the "Property"). As required by Section 12-67-120(7) of the Code, the Company hereby provides the following information in this Notice:

1. Location. As indicated above, the proposed building site has a physical street address of 500 Westinghouse Drive located in the County of Anderson, South Carolina. The property consists one tax parcel bearing Anderson County Tax Map Numbers 630006001.
2. Acreage. The Property, in the aggregate, contains 94.59 acres.
3. Existing Building Square Footage. There is one building in existence on the Property as of the date of this Notice which contains approximately 200,000 square feet.
4. Estimated Expenses. The Company has commenced the work on rehabilitating the building and estimates that its rehabilitation expenses for completing the redevelopment of the building site will be \$2,500,000.
5. New Construction. For the rehabilitation, the existing building will remain intact and will be renovated as part of the rehabilitation. No additional square footage will be added to the building. There will be improvements made to the parking areas serving the building.

AGL

If you have any questions concerning the foregoing or need additional information, please contact the undersigned at 864-859-1471 or lbrotherton@ortecinc.com.

Yours very truly,

D. Larry Brotherton
Manager

)

)

COUNTY OF PICKENS)

3. I swear and affirm the following:

Further Affiant sayeth not.

PPAB 4977751v1

SCHEDULE

- [Chart 1](#)
- [Chart 2](#)
- [Chart 3](#)

Global Picture Improves . . . North America Still Awaits 'Recovery' (Sept 2002)

September 4, 2002 |

Reading time 12 min (3328 words)

Global Picture Improves... North America Still Awaits 'Recovery' by Walt Custer September 1st, 2002

The already anemic North American electronic equipment recovery took an unwelcome step backwards in June (Chart 1), as both computer and communications orders dipped versus prior months. Only instruments and defense electronics showed a pick-up. Fortunately, although total equipment orders declined, so did inventories (Chart 2). Looking more closely (Chart 3), we see that the "2000 bubble" drove OEM inventories up primarily for raw materials. It is easy to see why the PCB vendors suffered. Component orders were inflated far beyond the OEMs needs - and then when equipment orders sputtered in late 2000, the "PCB order spigot" was shut off. No surprise - this chart just quantifies what happened.

North American printed wiring board orders have still not recovered for many reasons - floundering OEM demand, price degradation and the "Asian shift. Per Chart 4 rigid PCB bookings hit a 9-year low in June - dashing any hopes for a "V" shaped shipment turnaround in 3Q'02. And although the 3/12 (3-month) PCB and equipment growth rates are improving (Chart 5) these growth comparisons are now versus the trough of 2001. Actual orders remain flat.

As a further dose of unwelcome news, both the Purchasing Managers' PMI and Electronic Buyers News EBI indices retreated in July (Chart 6) signaling further domestic end market slowing ahead. The combination of reduced consumer and business confidence, various accounting scandals, growing instability in the Mideast and a plunging stock market has managed to stifle any short-term recovery hopes.

However, there are some bright spots:

- The weakening US\$ will ultimately improve our global competitiveness
- Seasonality is on our side - we are now moving into the traditional fall "busy season."
- Global electronic equipment assembly activity has picked up. Based upon June semiconductor shipments (Chart 7) chip sales jumped both in value and even more dramatically in units. Most of this growth was in Asia but total demand is obviously increasing.
- IT spending plans (Chart 8) for computers and storage devices have improved

Globally, some "recovery" progress is being made. North America just needs to get its share!

General Business Conditions

Challenger, Gray & Christmas said almost one-quarter of the 736,000 Americans who got laid off in the first half of this year were employed by telecom service providers and equipment makers. No single industry has accounted for such a large fraction of US layoffs since the firm began compiling records nine years ago, said CEO John Challenger.

IDC forecasts that based on current economic expectations, worldwide IT spending this year will reach \$981 billion, an increase of 3.7% over 2001. While spending on IT hardware will show a full year-on-year decrease of 4% this year, growth of spending on software and services will result in positive growth for

Parlex appointed Jonathan Kosheff as Chief Financial Officer and Treasurer. Mr. Kosheff assumes the role held by Robert Rieth who continues as Senior Vice President.

Sanmina-SCI announced the shutdown of its Derry, NH printed circuit facility.

Materials

Chemcut received a \$1.13 million loan from Pennsylvania to buy a 105,200-square-foot building on Science Park Road. The company will buy the larger of two buildings on a 34-acre site owned by Atotech USA said Don Houtz, Chemcut co-owner and COO. Chemcut was the equipment division of Atotech until May 1, when Ken Slocumb, former chief operating officer of Restek, and Houtz, Atotech's operations officer, bought the division and restored Chemcut as a stand-alone business. Chemcut had 65 employees when it separated from Atotech.

Enthone, a Cookson Electronics PWB Materials & Chemistry business, obtained a license from Lucent Technologies that grants Enthone global rights to Lucent's tin, tin-alloy, gold, palladium, palladium alloys and rhodium electroplating technologies, processes and patents. The agreement encompasses over thirty patents and over 100 electroplating process chemistries developed by the former Electroplating Chemicals & Services division of Lucent.

Esterline Technologies plans to sell its Automation business segment including Excellon Automation.

- ✱ Isola Laminate Systems will permanently close its Pendleton, SC manufacturing facility by early 2003. "We will continue to support our customers' needs for single, double-sided and CEM-1, by sourcing volume quantities from our production sites in Europe and Asia," said Denny Ford, President of Isola Laminate Systems. "Specialty and quick-turn orders of these materials will be transitioned to our other US-based manufacturing sites over the next several months," he added.

KEMET Corporation will close one manufacturing facility in Greenwood, SC, and also one of two facilities in Matamoros, Mexico. These actions are part of KEMET's cost saving initiatives over the past year to respond to the prolonged downturn in the electronics industry, and include a reduction of manufacturing and support personnel of approximately 185 employees in the U.S. and approximately 240 in Mexico. This initiative will result in an annualized cost reduction of approximately \$10 million.

Rohm and Haas elected Yi Hyon Paik corporate vice president. Dr. Paik is Chairman and CEO of Shipley Far East and President of Shipley Asia - responsible for the performance of the entire Electronic Materials business in Asia.

Shipley's Electronic and Industrial Finishing division obtained a license from Lucent Technologies for various electroplating products, processes and services developed by the former Electroplating Chemicals & Services division of Lucent.

Electronic Manufacturing Services

ASAT is collaborating with IBM on the design and assembly of advanced flip chip substrates and modules. ASAT and IBM will provide substrate design services as well as electrical, mechanical and thermal modeling. IBM will provide SLC substrates manufactured in Yasu, Japan and ASAT will provide the assembly at its Hong Kong facility beginning Q3 of this year.

Celestica will halt production at the former Lucent Columbus, Ohio Works by October 4, 2002. This plant manufactures wireless telecommunication equipment. As part of the restructured deal, Lucent will buy back the 2 million-square-foot plant and bear all related costs. Several hundred people still employed by Lucent at the factory will not be affected, a spokeswoman said.

Celestica's plant in Oklahoma City will lose 500 jobs - half its work force. Workers were told that by the end of the year the plant's PCB assembly jobs will be moved to other Celestica sites, said Steve Delaney,

Visit us at Custer Consulting Group's booth - #4016 in hall number 14.2


Walt Custer Custer Consulting Group Phone: 707 785-1777 FAX: 707 785-1988 wcuster@mindspring.com E-mail: wcuster@mindspring.com

This article was originally published in Circuit Tree magazine and is reprinted here with permission.

Share

Print

Advertisement

 Demand for wireless data is growing, driving needs for higher levels of mobile network capacity and performance. FR-4 was historically a material choice for low-end RF applications, but these needs have resulted in instances where FR-4 no longer works. Don't sacrifice PCB performance, now there's Kappa™ 438 Laminates. Kappa 438 Laminates feature performance of "high-end" circuit materials that exceed FR-4 limitations, have low loss, excellent Dk tolerance, tight thickness control, and are engineered for outstanding, repeatable wireless performance. [Learn more here.](#)

[RTWNewsBooksArticlesColumnsEventsLinks](#)

I-Connect007

Anderson County Purchasing Department Bid Tabulation

BID# 20-004 CHRIS TAYLOR PARK IMPROVEMENTS

Vendor		TOTAL COST
1	J. DAVIS CONSTRUCTION	\$232,274.00
2	SUMMIT	NO RESPONSE
3	CHASON LANDSCAPING	NO RESPONSE
4	W.P. LAW	NO RESPONSE
5	LAZER	NO RESPONSE
6	SEEGARS FENCE	NO RESPONSE
7	USA PLAY	NO RESPONSE
8	DENNIS CORP.	NO RESPONSE
9	MARTIN & SON	NO RESPONSE
10	KOMPAN	NO RESPONSE
11	SEAMON WHITESIDE	NO RESPONSE
12	TAMARA PEACOCK COMPANY	NO RESPONSE
13	PLAYWORLD	NO RESPONSE
AWARD TO:		J. Davis Construction

Vendor

TOTAL COST

14 BARRS RECREATION

NO RESPONSE

15 TORRENCE SPORTS LIGHTING

NO RESPONSE

16 DELTEK

NO RESPONSE

17 IMS

NO RESPONSE

18 DOCK HARDWARE

NO RESPONSE

19 STERLING STRUCTURE

NO RESPONSE

20 MALLORY DAVIS

NO RESPONSE

21 BELK CO

NO RESPONSE

22 MILLER CONSTRUCTION

NO RESPONSE

23 EARTH MATERIALS

NO RESPONSE

24 S AND S INC.

NO RESPONSE

25 MATRIX

NO RESPONSE

26

27

AWARD TO:

SOLICITATION OFFER AND AWARD FORM

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624

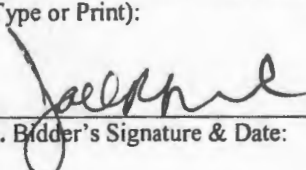
REQUEST FOR BIDS, OFFER, AND AWARD

*****Solicitation Information*****

1. SOLICITATION: #20-004	4. Brief Description of Project: CHRIS TAYLOR PARK IMPROVEMENTS
2. ISSUE DATE: July 17, 2019	
3. FOR INFORMATION CONTACT: rcarroll@andersoncountysc.org	
5. SUBMIT BID TO: Anderson County Purchasing Department 101 South Main Street, Room 115 Anderson, S.C. 29624 Attn: Bid #20-004	
6. Submission Deadline: Thursday, August 8, 2019 Time: 11:00 A.M.	

7. Submit Sealed Bid
8. Firm Offer Period: Bids submitted shall remain firm for a period of ninety (90) calendar days from date specified in block 6.

Offer (To be completed by Bidder)

1. BUSINESS CLASSIFICATION	(Check Appropriate Box)	<input type="checkbox"/> Woman Business Enterprise <input type="checkbox"/> Minority Business Enterprise <input type="checkbox"/> Disadvantaged Business Enterprise
10. Additional Information: In compliance with above, the undersigned agrees, if this bid is accepted within the period specified in Block 8 above, to furnish any or all other further information requested by Anderson County.		
11. Bidder's name and address (Type or print): J DAVIS Construction 12245 S.Hwy 11 Westminster, SC 29693		12. Name & Title of Person Authorized to sign the Bid (Type or Print):  Joel R. DAVIS 13. Bidder's Signature & Date: 8/8/19
E-mail address: amaccal@jdmvsnr.com Telephone #: 864-972-4720 Fax #: Federal Identification #:		

Award (To be completed by Anderson County)

14. Total Amount of Award:	15. Successful Bidder:	
16. Contracting Officer or Authorized Representative: Robert E. Carroll	17. Signature:	18. Award date:

SECTION IV: Addendum A

BID FORM

Name of Party submitting the Bid: J Davis Construction Inc.

To: Purchasing Manager for Anderson County


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

Bid: #19-064 CHRIS TAYLOR PARK IMPROVEMENTS

ITEM	UNIT	QTY.	UNIT COST	EXT. COST
Site Preparation				
Site Erosion Control	LF	364	10.37	\$3,774.68
Site Demolition	SY	3951	1.31	\$5,168.68
Site Improvement				
Site Earthwork	CY	2	\$2,600	\$5,200
Site Storm Drainage	LF	203	\$90.82	\$18,436.46
Site Development	SY	14,334	\$6.91	\$97,614.54
Landscaping	SF	7,240	\$0.55	\$4,000
Bathroom Renovations	Lump Sum	1	\$98,079.64	\$32,274.00
			Bath	98,079.64
			Site	134,194.36
			Total	\$232,274.00



TO: The Honorable County Council Members

FROM: Mr. Rusty Burns, County Administrator 

SUBJECT: Voter Registration EZ Cart 3000

DATE: August 28, 2019

Attached is a quote that Katy Smith, Registration & Elections Director, has gotten from Printelect to purchase 79 Voter's Choice EZ Cart 3000. As you are aware, the state has supplied Anderson County with new voting machines that will be used in the November municipal elections to be held. The machines and all the required supplies fit into the cages. In particular the cages hold the following:

1. The DS200 Precinct Scanner & Tabulator
2. Express Vote Machines
3. Voter's Choice Booths (7) which is protective screening
4. Roll-A-Vote Bag which is supplies for Poll Workers
5. Signs

These cages are able to be secured and they meet the Office of Homeland Security's security requirements. The cages will be loaded & transported to the polling locations ensuring that all of the required equipment and supplies arrive at the polling location intact, secure, and ready to use. The cages will be stored at the Registration & Elections Office on Main Street so the need to rent storage space is not required. Funds were provided in Contingency in the General Fund budget related to the new equipment that the County was receiving.

Tommy Dunn
Chairman
Council District 5

Ray Graham
Vice Chairman
Council District 3

Craig Wooten
Council District 1

Gracie S. Floyd
Council District 2

Brett Sanders
Council District 4

Jimmy Davis
Council District 6

M. Cindy Wilson
Council District 7

Lacey Croegaert
Clerk to Council

Rusty Burns
County Administrator

ADMINISTRATION DIVISION

Rusty Burns | County Administrator

O: 864-260-4031 | F: 864-260-4548 | rburns@andersoncountysc.org
Historic Courthouse | 101 South Main Street, Anderson SC 29624
PO Box 8002, Anderson, South Carolina 29622-8002 | www.andersoncountysc.org

Printelect

YOUR ELECTIONS PARTNER

INTRODUCING THE VOTER'S CHOICE EZ CART 3000

Designed as a polling site storage cart on wheels. The EZ Cart 3000 Security Truck can store, deploy, and secure all of your Election Day equipment and supplies

The Voter's Choice EZ Cart 3000 Security Truck is the perfect storage, security, and deployment solution for all of your Election Day supplies and equipment. Featuring all-welded 2"x2" steel wire grid panels, this truck offers total security and see-thru visibility. This security truck features a steel shelf that adjusts easily along a grid panel using plastic clips (4) that are rated 250 pounds of weight. Additional features include a removable push handle, 8" mold-on casters (2 rigid, 2 swivel), lock keyed handle, and a 2,000 pound load capacity. Shipping fully assembled (casters, handle, and shelving require mini assembly), this durable powder coated (red) security truck can secure an entire voting site worth of equipment and supplies.



Voter's choice

Dimensions:

60"L x 30"W x 68"H

Item #:

2251-01

Price:

\$1450.00

Products Shown:

a DS200

b ExpressVote

c Roll-A-Vote Bag

d Voter's Choice Booths (7)

Various Polling Site Signage



252.633.3197

3731 Trent Road, New Bern, NC 28562
sales@printelect.com www.printelect.com

Voter's Choice EZ Cart 3000

PRICE: \$1,450.00

The Voter's Choice EZ Cart 3000 Security Truck is the perfect storage, security, and deployment solution for all of your Election Day supplies and equipment. Featuring all-welded 2"x2" steel wire grid panels, this truck offers total security and see-through visibility. This security truck features a steel shelf that adjusts easily along a grid panel using plastic clips (4) that are rated for 250 pounds of weight. Additional features include a removable push handle, 8" mold-on casters (2 rigid, 2 swivel), locking keyed handle, and a 2,000 pound load capacity. Shipping fully assembled (casters, handle, and shelving require minimal assembly), this durable powder coated (red) security truck can secure an entire voting site worth of equipment and supplies.

NOTE: Cart ships via freight truck. Contact Printelect via phone or email to finalize purchase of cart and to receive accurate shipping estimate

Product Features:

- Fits DS200, ExpressVote, and other forms of election equipment
- Constructed of heavy-duty painted steel
- 8" rubber casters
- Ships pre-assembled
- Removable push handle

Product Specs:

- 60"L x 30"W x 66"H
- Weight: 265 pounds





QUOTATION

PO Box 13216 · New Bern, NC 28561
800.682.4500 (Toll Free) · 252.637.9320 (Fax)
www.printelect.com

DATE: 07.24.19

CUSTOMER INFORMATION:

ELECTION AUTHORITY Anderson County Elections
CONTACT Beth Keaton
ADDRESS
CITY
STATE
ZIP
EMAIL ADDRESS

QUOTED BY:

BenHudson

EMAIL

benhudson@printelect.com

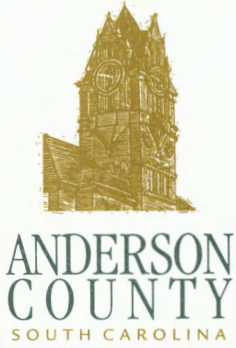
Salesperson:

Qty	Item #	Name	Price	Total
79	2251-01	Voter's Choice EZ Cart 3000	\$1,195.00	\$94,405.00
Lead Time: 9-10 weeks from date of PO issuance, plus transit time. Shipping is an ESTIMATE ONLY at this time, and will ship via 5 freight trucks with liftgate services. These trucks are hard to find and rates vary daily. Use these rates as an approximation only.				
Sub Total				\$94,405.00
Shipping & Handling				\$22,500.00
Taxes (%)				
TOTAL				\$116,905.00

Comments: Quote valid for 30 days.

Office Use Only:

Thank you for the opportunity to work with you!



Jacky Hunter
County Auditor

August 14, 2019

Honorable Tommy Dunn, Chairman
Anderson County Council
PO Box 8002
Anderson, SC 29622

Dear Mr. Dunn,


The levy setting process is here once again. To enable us to meet the deadline, I am requesting the following information:

1. The tax levy for the Anderson County Council for the 2019 Tax Year.
2. An original signed copy of the certification below, which states that the Anderson County Council levy is in compliance with South Carolina Code Section 12-43-285.

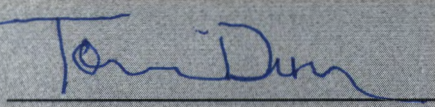
For your convenience, I am enclosing a copy of the above reference code. Please return this information to the Auditor's Office no later than September 13, 2019.

I appreciate the excellent working relationship this office has with the Anderson County Council and its fine staff. If you have any questions, please feel free to call me at 260-4027.

Sincerely,


Jacky Hunter
Anderson County Auditor
JH/klrp

I, Tommy Dunn, Chairman, Anderson County Council, on behalf of the Anderson County Council, do hereby certify to Jacky Hunter, Anderson County Auditor, that the 2019 Tax Levy is in compliance with the laws limiting the millage rate imposed by that political subdivision pursuant to *South Carolina Code Section 12-43-285*.


Tommy Dunn, Chairman
Anderson County Council

8/28/2019
Date

Enclosure

Cc: Mr. Rusty Burns, Administrator

SECTION 12-43-285. Certification of millage rates; excessive rates.

(A) The governing body of a political subdivision on whose behalf a property tax is billed by the county auditor shall certify in writing to the county auditor that the millage rate levied is in compliance with laws limiting the millage rate imposed by that political subdivision.

(B) If a millage rate is in excess of that authorized by law, the county treasurer shall either issue refunds or transfer the total amount in excess of that authorized by law, upon collection, to a separate, segregated fund, which must be credited to taxpayers in the following year as instructed by the governing body of the political subdivision on whose behalf the millage was levied. An entity submitting a millage rate in excess of that authorized by law shall pay the costs of implementing this subsection or a pro rata share of the costs if more than one entity submits an excessive millage rate.

ANDERSON COUNTY TAX LEVIES – TAX YEAR 2019

These 2019 tax levies support the County's FY 19-20 Budget as approved by County Council for the FY 20 Budget (Ordinance No. 2019-017) along with comparison of the FY 18-19 tax levies:

	<u>FY 20</u>	<u>FY 19</u>
General Fund	.0640	.0640
Library	.0069	.0069
Capital Projects Reserve Fund	.0038	.0038
County-wide EMS	.0066	.0066
Infrastructure Reserve Fund	<u>.0014</u>	<u>.0014</u>
Levies Needed to Meet Budget Approved by County Council	<u>.0827</u>	<u>.0827</u>

Also, County Council is responsible for setting the following levies, which are also included in the FY 19-20 Budget Ordinance:

Other Levies Approved by County Council:

	<u>FY 20</u>	<u>FY 19</u>
Tri-County Technical College	.0041	.0041
Sewer	.0030	.0030



MEMORANDUM

ANDERSON COUNTY DEVELOPMENT STANDARDS

DATE: August 16, 2019

TO: Lacey Croeger
Executive Clerk to Council

FROM: Tim Cartee
Subdivision Administrator

CC: Holt Hopkins, Alesia Hunter

SUBJECT: Bronson Ridge Subdivision Phase I & III

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 September 3, 2019 Meeting.

This will add 2,652 feet of paved roads to the county maintenance system.

Developer: Eddie Kinsey
Location: Vandiver Road
County Council District: 1
Roads: Bronson Ridge, Bronson Road, Greer Farm Lane

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

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

ANDERSON COUNTY ROADS AND BRIDGES

DATE: August 16, 2019

TO: Alesia Hunter
Development Standards

FROM: Norman McGill
Roadway Management Supervisor

CC: Holt Hopkins

SUBJECT: Bronson Ridge Subdivision Phase 1 and 3

To the best of my ability, I certify that there are no known drainage issues in **Bronson Ridge Phase 1 and 3** on the roads listed below. All drainage facilities and roadways within the proposed county right of way meet the county standards that were approved by the Planning Commission from the preliminary plat. The roads of this phase of the subdivision are now eligible to be considered for acceptance into the county maintenance system. This will add **2,652** feet of paved roads to the county maintenance system.

District: 1

Location: **Bronson Ridge Subdivision (Phase 1 and 3) off of Vandiver Road (C-10-0098)**

Roads: **Bronson Ridge (P-10-0364), Bronson Road (P-10-0365), and Greer Farm Lane (P-10-0371)**

Tommy Dunn
Chairman, District 5

Craig Wooten
Council District 1

Brett Sanders
Council District 4

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

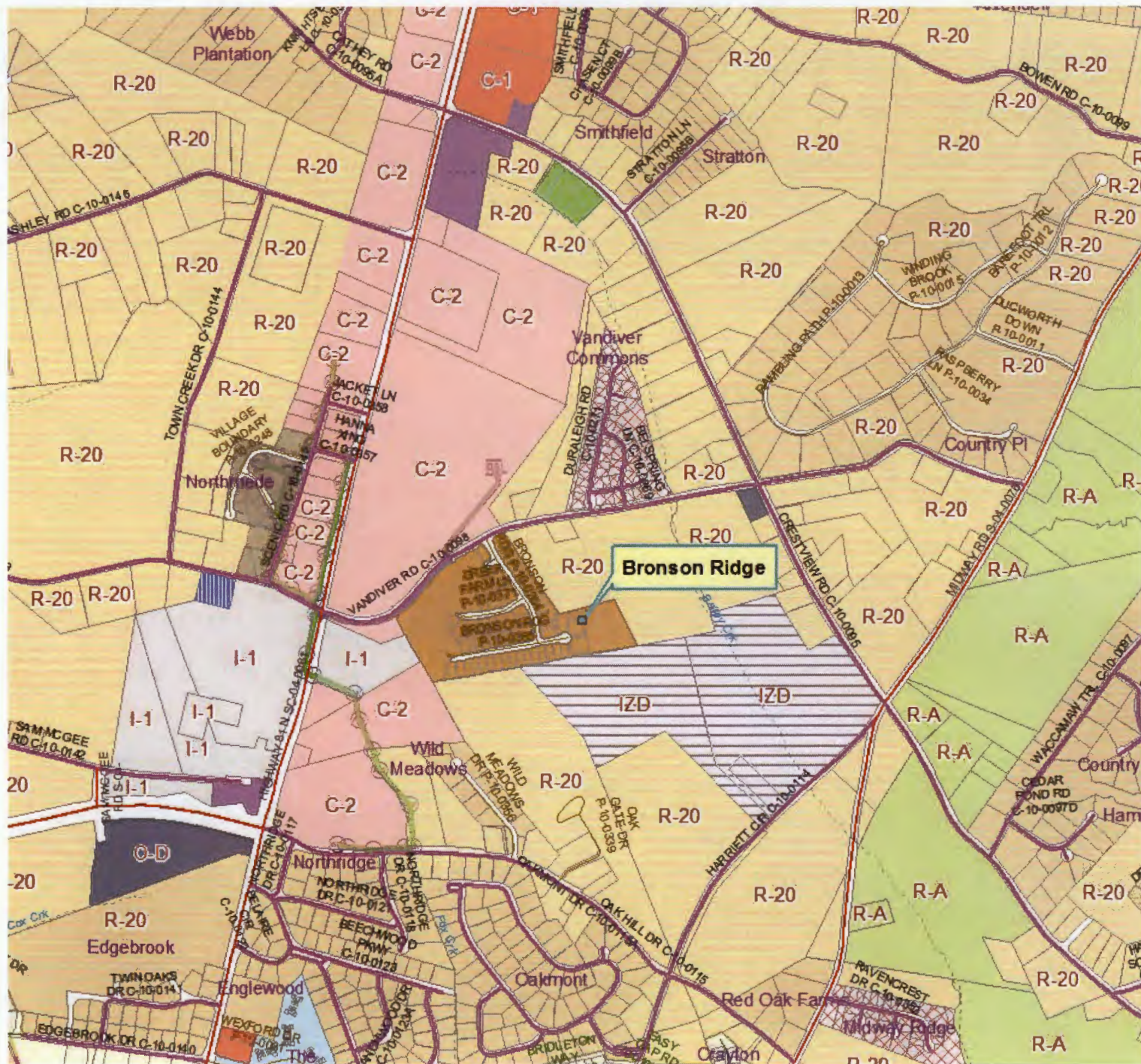
Ray Graham
V. Chairman, District 3

Gracie Floyd
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org





Public Safety Committee Agenda

Committee Members:

The Honorable Ray Graham, Chairman

The Honorable Craig Wooten

The Honorable Jimmy Davis

Friday, August 30, 2019 at 12:00 p.m.

Historic Courthouse- 2nd Floor
Conference Room

Chairman S. Ray Graham, Presiding

1. Call to Order Chairman S. Ray Graham
2. Invocation and Pledge of Allegiance: Mr. Craig Wooten
3. Radio Fees for Belton, Honea Path and Williamston Mr. Mark Williamson
4. BID # 19-059 Inmate Healthcare Services Mr. Robert Carroll
5. East/West Connector Safety Plan Mr. Craig Wooten, Mr. Steve Kelly
6. Franchise Agreement and application process Mr. Steve Kelly
7. New Dispatch SOGs Mr. Steve Kelly
8. Discussion on current EMS Fee schedule Mr. Steve Kelly
9. Update on Exhibit B Mr. Steve Kelly
10. Discussion on Medical Control Mr. Steve Kelly
11. EMD Process with new radio system Mr. Steve Kelly
12. Citizens Comments:
13. Adjournment:

Tommy Dunn
Chairman, District 5

Craig Wooten
Council District 1

Brett Sanders
Council District 4

Cindy Wilson
Council District 7

Ray Graham
V. Chairman, District 3

Gracie Floyd
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

ANDERSON COUNTY
Rusty Burns, County Administrator
South Carolina
rburns@andersoncountysc.org

Anderson County Purchasing Department Bid Tabulation

BID# 19-059 INMATE HEALTHCARE SERVICES

	Vendor	TOTAL COST
1	SOUTHERN HEALTH	RESPONDED
2	VITAL CORE	RESPONDED
3	WELLPATH	RESPONDED
4	MEDIKO	RESPONDED
5	DIAMOND PHARMACY	NO RESPONSE
6	CENTURION	NO RESPONSE
7	NAPHCARE	NO RESPONSE
8	WESTWOOD PHARMACY	NO RESPONSE
9	CORIZON HEALTH	NO RESPONSE
10	DELTEK	NO RESPONSE
11	FAVORITE STAFFING	NO RESPONSE
12	AR,PR CORRECTIONAL	NO RESPONSE
13	WORLD WIDE TRAVEL STAFFING	NO RESPONSE
	AWARD TO:	

Vendor

TOTAL COST

QUALITY CORRECTIONAL HEALTHCARE

NO RESPONSE

15 CEC CONSTRUCTION

NO RESPONSE

16

17

18

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AWARD TO:

**BOARDS, COMMITTEES AND COMMISSIONS
APPLICATION**

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

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

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

Name: Durham Harold B. (JR)
Last, First, Middle Initial

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

1. Land use and zoning board of appeals
2. _____
3. _____

Physical Address and Mailing Address, if different:

_____ Physical
_____ Mailing

Home Phone: _____ Cell Phone: _____

Email: _____ Preferred method of contact: Either

County Council District: 4 GED Equivalent: Yes or No

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

College Attended: _____ Degree: _____

Address of College: _____

Employment History:

<u>COMPANY</u>	<u>POSITION</u>	<u>EMPLOYMENT DATES</u>
<u>Buddys Auto</u>	<u>Mechanic</u>	<u>1989-2000</u>
<u>Buddys Auto Inc</u>	<u>Owner</u>	<u>2000-present</u>

Harold B. Durham Jr.
Signature of Applicant

8-23-19
Date

Recommendation of Council: Brett Sanders

**RECREATION FUND APPROPRIATIONS
APPLICATION FORM**

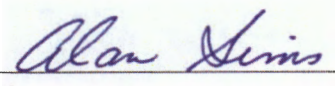
WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 3

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

1. Name of entity requesting recreation fund appropriation: The City of Belton Parks and Recreation
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$5,000.00
3. The purpose for which the funds are being requested: To assist with the support of equipment and expenses with recreation sports for youth. Over 80 percent of kids are outside the city that participate in sports.
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. N/A
5. Contact Person: Alan Sims
Mailing Address: PO Box 828 Belton, SC 29627
Phone Number: 864-338-7773 ext.100
Email: alansims@cityofbeltonsc.com
6. Statement as to whether the entity will be providing matching funds: We will be greatly over the matching fund amount.

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

Alan Sims
Print Name

08/19/2019
Date

RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: ALL (4)

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

1. Name of entity requesting recreation fund appropriation:

1ST TEE OF THE UP STATE - COUNTY WIDE YOUTH GOLF PROGRAM

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$500⁰⁰ FROM ALL DISTRICTS

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

FOR FUNDS FOR KIDS WHO CANNOT AFFORD ON COURSE PROGRAMS

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

5. Contact Person: CLINT WRIGHT

Mailing Address: 100 RIVER CLUB DR ANDERSON SC 29621

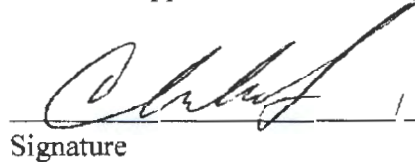
Phone Number: 864-376-4924

Email: CLINTGOLF001@YAHW.COM

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

YES MATCHING FUNDS FROM COMMUNITY DONATIONS

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



Signature

CLINT WRIGHT

Print Name

8/22/2019

Date



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

Feb 22, 2018

First Tee of Spartanburg, Inc.
Michael Pius
PO BOX 817
GREENVILLE, SC 296020817

RE: Registration Confirmation

Charity Public ID: P10036

Dear Michael Pius :

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

If any of the information on your Registration form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization.

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

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

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

Sincerely,

Kimberly S. Wickersham
Director, Division of Public Charities

South Carolina

Secretary of State

(<https://sos.sc.gov/>)

Mark Hammond

Search Charities

[Charities Search Home](#)

[<< Back to Search Results](#)

First Tee of Spartanburg, Inc.

Public Id: P10036

Mr. Michael J Pius , CEO

1168 N PLEASANTBURG DR

GREENVILLE, SC 296071243

Status: Registered. Information from this organization's annual financial report is listed below.

The following financial information has been provided to the Secretary of State's Office by the above named organization. The Secretary of State's Office has not independently verified this financial information. If a charity has recently registered with the Secretary of State's Office for the first time, there may not be any financial data available. Below are figures for the organization's fiscal year **1/1/2018 - 12/31/2018**.

Financial Report

TOTAL REVENUE:	\$293,498.00
PROGRAM EXPENSES:	\$223,703.00
TOTAL EXPENSES:	\$313,617.00
NET ASSETS:	\$41,048.00
FUNDRAISER COSTS:	\$33,935.00

Financial Report File



The First Tee of Spartanburg Inc-public copy.pdf (/DisplayFinancialReport.aspx?ReportType=Charity&CopyID=95565)

Next Report: 01/01/2019 - 12/31/2019 Due Date: 05/15/2020

According to the financial information filed with this office, this organization devoted **71.3%** of its total expenses to program services during the year reported.

Disclaimer: The South Carolina Secretary of State's Charities Search Webpage is provided as a service to customers to research charitable organizations on file with our office, or that have been the subject of an administrative action. Users are advised that the Secretary of State, the State of South Carolina, or any agency, office, or employee of the State of South Carolina do not guarantee the accuracy, reliability, or timeliness of the information provided, as it is the responsibility of the charity to inform the Secretary of State of any updated information. Furthermore, the information provided does not constitute legal advice.

SOS.SC.gov Home (<https://sos.sc.gov>) | Privacy Policy (<https://sos.sc.gov/privacy-policy>) | Contact Us (<https://sos.sc.gov/contact-and-feedback>)

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Extended to November 15, 2019

Form **990****Return of Organization Exempt From Income Tax**

OMB No. 1545-0047

2018Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.Open to Public
Inspection**A** For the 2018 calendar year, or tax year beginning

and ending

B Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization

The First Tee of Spartanburg, Inc.

Doing business as The First Tee of the Upstate

Number and street (or P.O. box if mail is not delivered to street address)

PO Box 817

Room/suite

City or town, state or province, country, and ZIP or foreign postal code

Greenville, SC 29601

F Name and address of principal officer: Michael Pius

same as C above

D Employer identification number

56-2199252

E Telephone number

864-268-3309

G Gross receipts \$ 355,131.**H(a)** Is this a group return for subordinates? ☐ Yes ☒ No**H(b)** Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. (see instructions)

H(c) Group exemption number ▶**I** Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527**J** Website: www.thefirstteeupstate.org**K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶**L** Year of formation: 2000 **M** State of legal domicile: SC**Part I Summary**

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: To provide youth programming that teaches core values and healthy habits through golf.		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	11
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	11
	5 Total number of individuals employed in calendar year 2018 (Part V, line 2a)	5	4
	6 Total number of volunteers (estimate if necessary)	6	0
		7a Total unrelated business revenue from Part VIII, column (C), line 12	7a
b Net unrelated business taxable income from Form 990-T, line 38		7b	0.
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	131,503.	241,209.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	34,893.	52,289.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0.	0.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	0.	0.
	12	166,396.	293,498.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	135,076.	170,893.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ 33,935.		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	115,015.	142,724.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	250,091.	313,617.
	19 Revenue less expenses. Subtract line 18 from line 12	-83,695.	-20,119.
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	68,416.	48,056.
	22 Net assets or fund balances. Subtract line 21 from line 20	7,249.	7,008.
	22	61,167.	41,048.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer		Date
	Michael Pius, Executive Director		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date
	J. WILLIAM STRICKLAND	SA	05/15/19
	Firm's name ▶ J. WILLIAM STRICKLAND, P.A.	Firm's EIN ▶ 57-0989444	PTIN P00178716
	Firm's address ▶ P.O. BOX 6404 SPARTANBURG, SC 29304-6404	Phone no. (864) 591-5783	

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 6

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

1. Name of entity requesting recreation fund appropriation:

Wren Bass Team

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

\$1500.00

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

Canopy Tent and tables for Team events.

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.

Part of Wren Schools

5. Contact Person:

MARK STONE

Mailing Address:

566 Oil Mill Rd Piedmont SC 29673

Phone Number:

864-360-1234

Email:

wrenbass team@gmail.com

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

we have a fundraiser going to help with matching funds.

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

Mark Stone

Signature

MARK STONE

Print Name

8-29-19

Date

RECREATION FUND APPROPRIATIONS
APPLICATION FORM

AT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: All

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

1. Name of entity requesting recreation fund appropriation:
Anderson County Humane Society
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): 300 - 500 each if possible
3. The purpose for which the funds are being requested: This \$ goes to our biggest yearly fundraiser Football to help keep our spay/neuter clinic running
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. Yes
5. Contact Person: Stephanie Garrett Giuliani
Mailing Address: 1666 Chapman Road Anderson SC 29621
Phone Number: 864 934 5600
Email: stephanie@elderconnect.net
6. Statement as to whether the entity will be providing matching funds:

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

Stephanie Giuliani Stephanie Garrett Giuliani 8/26/2019
Signature Print Name Date

Business Entities Online

File, Search, and Retrieve Documents Electronically

ANDERSON COUNTY HUMANE SOCIETY, INC.

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 04/04/1975

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: HEADQUARTERS

Address: P O BOX 2262 ANDERSON SC 29622
South Carolina

Official Documents On File

Filing Type	Filing Date
Dissolution	09/19/1975
Incorporation	04/04/1975

**RECREATION FUND APPROPRIATIONS
APPLICATION FORM**

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: ALL districts.

Mail/Email/Fax to:

Anderson County Council Clerk

P. O. Box 8002

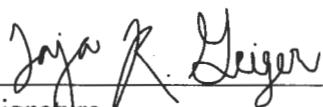
Anderson, SC 29622

lacroegaert@andersoncountysc.org

Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:
Anderson Lights of Hope is requesting recreation fund appropriation for Anderson Christmas Lights.
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): **We are requesting up to \$1,000 from each district.**
3. The purpose for which the funds are being requested:
Anderson Christmas Lights is the only traditional Christmas light display show in the Upstate. These funds will be used for promotion of Anderson County, the purchase of new displays, and the promotion of the light show to ensure that all residents are informed of the event. With recreation funds, we can also ensure that the price remains affordable at \$10 per car.
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, we are in good standing with the South Carolina Secretary of State. Please see the attached form.
5. Contact Person: **Taja Geiger**
Mailing Address: **P.O. Box 1413, Anderson, SC 29622**
Phone Number: **864-934-9523**
Email: **Taja@andersonlightsofhope.com**
6. Statement as to whether the entity will be providing matching funds: **As of now, several of the larger corporations in Anderson County have expressed their support if granted funding.**

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.

 / Taja Geiger 8/28/19
Signature Print Name Date



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

Sep 22, 2018

Anderson Lights of Hope
Ben Phillips Jr
806 CONCORD AVE
ANDERSON, SC 296211900

RE: Registration Confirmation

Clarity Public ID: P14469

Dear Ben Phillips Jr:

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

If any of the information on your Registration form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization.

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

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

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

Sincerely,

Kimberly S. Wickersham
Director, Division of Public Charities

South Carolina Secretary of State, Division of Public Charities
1205 Pendleton Street, Suite 525, Columbia, SC 29201
Phone (803) 734-1790 Fax (803) 734-1604 Email: charities@sos.sc.gov www.sos.sc.gov

RECREATION FUND APPROPRIATIONS APPLICATION FORM

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

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

1. Name of entity requesting recreation fund appropriation:
FAVOR Anderson, chapter of FAVOR Greenville - Faces and Voices of Recovery Greenville
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): Total of approximately \$700, with \$100 coming from each district. Please see attached costs.
3. The purpose for which the funds are being requested: To purchase a refrigerator (white, top freezer, no ice maker) for the office of FAVOR Anderson, 401 W. Whitner Street, Anderson, SC.
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
Yes, please see the attached.
5. Contact Person: Leigh Huckins, Program Coordinator
Mailing Address: 401 W Whitner St., Anderson, SC 29624
Phone Number: 864-643-8567, 864-909-0269
Email: leigh@favoranderson.org
6. Statement as to whether the entity will be providing matching funds: FAVOR Anderson is unable to provide matching funds. For the past year, all recovery meetings and family meetings have been held at Central Presbyterian Church at no cost. In August 2019 we moved into an unfurnished office/meeting space. We have been relying on donations and are in the initial stage of a fundraising campaign.

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.

_____ Leigh Huckins	_____ /	_____ 8/29/19
Signature	Print Name	Date

RECREATION FUND APPROPRIATIONS

Request from FAVOR Anderson

(Faces and Voices of Recovery)

Refrigerators at Lowe's

- | | |
|---------------|--|
| 1. Whirlpool* | \$729 original price, plus tax |
| | \$579 sale price, plus tax (thru Sept. 11th) |

Item #623781

Model #WRT318FZDW

18.2 cu.ft.

- | | |
|--------------|---|
| 2. Whirlpool | \$829 original price, plus tax |
| | \$599 sale price, plus tax (thru Sept. 11 th) |

Item #660334

Model #WRT519SZDW

19.1 cu.ft.

*First Choice



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

Dec 8, 2018

Faces and Voices of Recovery Greenville
Richard L Jones
355 Woodruff Road, Suite 303
GREENVILLE, SC 29607

RE: Registration Confirmation

Charity Public ID: P23191

Dear Richard L Jones :

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

If any of the information on your Registration form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization.

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

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

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

Sincerely,

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

Kimberly S. Wickersham
Director, Division of Public Charities

Business Entities Online

File, Search, and Retrieve Documents Electronically

FACES AND VOICES OF RECOVERY SC

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 04/21/2006

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: Richard Jones

Address: 355 Woodruff Road, Suite 303
Greenville, South Carolina 29607

Official Documents On File

Filing Type	Filing Date
Notice of Change of Registered Office or Registered Agent or Both of a Nonprofit Corporation	03/19/2018
Amendment	05/16/2006
Incorporation	04/21/2006

Former Names

Name	Filing Date
SC FACES AND VOICES OF RECOVERY (SC FAVOR)	05/04/2006