



**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
REGULAR MEETING
September 17, 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:** Ms. Gracie S. Floyd
3. **APPROVAL OF MINUTES:** September 3, 2019
4. **CITIZENS COMMENTS:** Agenda Matters only
5. **DISCUSSION ON METHADONE CLINICS IN ANDERSON COUNTY:** Mr. Danny Brown (allotted 5 minutes)
6. **ORDINANCE THIRD READING:** None
7. **ORDINANCE SECOND READING:**
 - a. **2019-032:** An ordinance to amend the zoning map to rezone +/- 9.75 acres from R-20 Single Family Residential) to C-2 (Highway Commercial) at Cartee Road and I-85. (District 4) Dr. Jeff Parkey (allotted 5 minutes)
 - b. **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)
 - 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)
8. **ORDINANCE FIRST READING:**
 - a. **2019-014:** An ordinance to amend Chapter 70, Article 6 of the Anderson County Code of Ordinances, so as to clarify storage of Commercial Equipment in residential zones. (allotted 5 minutes)
 - b. **2019-040:** An ordinance (1) authorizing pursuant to Title 4 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-70, 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 a Company known to the County as Project Swan, to provide for certain Special Source Revenue or Infrastructure Credits; (2) authorizing the receipt and administration of a State Grant for the benefit of the project; and (3) other related matters. (Project Swan) Mr. Burriss Nelson (allotted 5 minutes)

- c. **2019-041**: 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 Swan)

Mr. Burriss Nelson (allotted 5 minutes)

- d. **2019-048**: An ordinance authorizing the execution and delivery of a Fee-in Lieu of Ad Valorem Taxes and Incentive Agreements by and between Anderson County, South Carolina and Project Santa's Hat to provide for payment of a Fee-in-Lieu of Taxes; authorizing the inclusion of a project site in a Multi-County Business Park; authorizing certain Special Source Revenue Credits. (Project Santa's Hat)

Mr. Burriss Nelson (allotted 5 minutes)

- e. **2019-049**: An ordinance authorizing the termination of a Lease Agreement between Anderson County, South Carolina and Project Lilac; the conveyance of certain property from Anderson County, South Carolina to Project Lilac or its designee; the execution and delivery of an Infrastructure Credit Agreement, by and between Anderson County, South Carolina and Project Lilac or its designee, to provide for Special Revenue Credits. (Project Lilac)

Mr. Burriss Nelson (allotted 5 minutes)

9. RESOLUTIONS:

- a. **R2019-038**: A resolution expressing intent to cease County maintenance on and to authorize County consent to Judicial Abandonment and closure of Beehive Boulevard, designated as Anderson County Road C-1-0372. (District 6)

- b. **R2019-040**: A resolution committing to negotiate a Fee-in-Lieu of Ad Valorem Taxes Agreement between Anderson County and Project Santa's Hat; identifying the Project; and other matters related thereto. (Project Santa's Hat)

Mr. Burriss Nelson (allotted 5 minutes)

10. BID APPROVAL:

Mr. Robert Carroll (allotted 5 minutes)

- a. BID # 19-049 TOXAWAY MILL DEBRIS PILE REMEDIATION

11. IMPLEMENTATION OF TITLE VI REQUIREMENTS RELATED TO COUNTY BOARDS AND COMMISSIONS:

Mr. Rusty Burns (allotted 5 minutes)

12. EXECUTIVE SESSION:

- a. Legal matters concerning the Right-of-Way acquisition for Welpine Project
- b. Contractual matters related to office in Watson Village Shopping Center for Sheriff
- c. Legal matter concerning Iva Sewer Service
- d. Contractual matters related to former TTI Properties
- e. Contractual matter related to Medical Services for the Detention Center

13. APPOINTMENTS:

14. REQUESTS BY COUNCIL:

Anderson Chapter South Carolina Genealogical Society- All
Belton Center of the Arts-All
Starr Athletic Association- D3

15. ADMINISTRATORS REPORT:

(allotted 2 minutes)

- a. Building and Codes
- b. Special Projects
- c. Paving
- d. Transfers
- e. Sheriff's Report

- 16. **CITIZENS COMMENTS:**
- 17. **REMARKS FROM COUNCIL:**
- 18. **ADJOURNMENT:**

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

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

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
SEPTEMBER 3, 2019

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT

1 second by Ms. Wilson. Are there any discussion? I
2 want to appreciate Mr. Wooten for doing this and for
3 all the association does. Just some great work. And I
4 know you have supported them and been on council.
5 Appreciate it. If no more discussion, all in favor of
6 the motion show of hands. All opposed like sign. Show
7 the motion carries with Ms. Floyd being absent at this
8 time. Mr. Wooten, do you have any?

9 CRAIG WOOTEN: Yes. If everybody would
10 come forward, we'd like to all take a picture together
11 and recognize who's in attendance.

12 **PRESENTATION OF RESOLUTION**

13 CRAIG WOOTEN: I think from my standpoint
14 I can't say enough. I met with these folks years ago
15 and it was a small meeting in a house. And they said
16 they had this big vision and, you know, a lot of people
17 talk about stuff like that, but they saw it all the way
18 through. They've opened up a wonderful center that
19 serves everybody in the county. It doesn't matter who
20 you are. And I just want to thank you for what you've
21 done and your leadership and the board's leadership. I
22 feel very confident for years to come there's going to
23 be bigger and better things coming. So thank you so
24 much.

25 FEMALE: Thank you for your support.

26 **APPLAUSE**

27 TOMMY DUNN: This is going to conclude our
28 part of the meetings. We'll reconvene back at 6:30 for
29 our regular council meeting.

30
31 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:07 P.M.)**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
SEPTEMBER 3, 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 I'd like to
2 call the September 3rd regular council meeting to
3 order. I'd like to welcome each and everyone here.
4 And thank you for coming tonight.

5 At this time I'd like for us all to rise for the
6 invocation and pledge of allegiance, Councilman Davis,
7 please.

8 JIMMY DAVIS: Thank you, Mr. Chair.

9 **INVOCATION AND PLEDGE OF ALLEGIANCE BY JIMMY DAVIS**

10 TOMMY DUNN: Moving on to item number 3,
11 approval of the minutes of August 20th. Are there any
12 corrections that need to be made? Ms. Wilson.

13 CINDY WILSON: On page 8, line 29, Linwood
14 Trail is actually Windward Trail. And that was the
15 only thing I noted. Thank you.

16 TOMMY DUNN: Thank you. Anyone else?
17 Hearing and seeing none, Ms. Wilson, do you want to
18 make the motion to accept the minutes with that change?

19 CINDY WILSON: So moved.

20 CRAIG WOOTEN: Second.

21 TOMMY DUNN: Second by Mr. Wooten. All
22 in favor of the motion show of hands. All opposed like
23 sign. Show the motion carries unanimously.

24 Moving on now to citizens comments. When Mr.
25 Harmon calls your name, please address the chair. You
26 have three minutes. Items on the agenda only at this
27 time. Please address the chair. Mr. Harmon?

28 LEON HARMON: Mr. Chairman, first speaker
29 is Rick Freemantle.

30 THE COURT: Please state your name and
31 district for the record, please.

32 RICK FREEMANTLE: Good evening, Mr. Chairman.
33 My name is Rick Freemantle. I'm from District 7. I'm
34 here to speak tonight about this proposed fee on our
35 vehicles. I understand also that this thing is still a
36 work in progress, so I just want to kick around some
37 things that bother me about it. I understand that this
38 comes about because there's a shortfall due to the
39 lower tax rate on our vehicles dropping. I believe it
40 was from ten percent down to six percent, which means
41 you guys get less money. I would have thought y'all
42 would have been happy about that, that your
43 constituents finally get a break. Apparently not.

44 I also understand that you have no consistency in
45 the paving budget so this is another reason for this,
46 so that you can have monies you can count on every year
47 and set your paving accordingly. As I understand it,
48 my years of watching county council, you guys make the
49 budget, you set the priorities, so why hasn't this been
50 a priority over the last twenty something years in this

1 county?

2 My biggest bone of contention with this is for
3 eleven years this county, every other county in this
4 state, has allowed the theft of money owed to this
5 county by the state budget violating their own state
6 laws. In this county alone that represent over twenty-
7 five million dollars since 2008, and yet nobody, either
8 on this council or previous councils, with the
9 exception of Francis Crowder, ever raised a finger or
10 an eyebrow with any attempt whatsoever to fight this
11 illegal theft of money due to our county. I find that
12 very shameful, disgraceful and appalling that you would
13 want twenty-five dollars per vehicle out of my pocket
14 when twenty-five million dollars isn't enough to
15 motivate you all to stand up in unison with the rest of
16 the counties in this state and fight to get the money
17 that's due to us. We wouldn't be in this situation.
18 Thank you.

19 TOMMY DUNN: Next.

20 LEON HARMON: Next speaker is Ruby

21 Garrish.

22 RUBY GARRISH: Ruby Garrish, District 7.
23 First of all, I would like to thank the council for the
24 wonderful event we had out at the Civic Center. It was
25 wonderful.

26 I am a Tea Party republican. Now, as to the auto
27 fee, I would respectfully ask that the council take one
28 more time to look further to see if needed funds could
29 be found that are already in the budget in other areas.
30 With the economy improving by leaps and bounds, we are
31 seeing the growth of the county in a residential
32 business and industry like we've never seen. This is
33 certain to grow our tax base. Please do not rush
34 through this.

35 Although it may be true, it will give the general
36 public the impression that there is a negative reason
37 that this is being done quickly. If you determine
38 there is no other avenue than to implement the road
39 fee, I ask that you consider a twelve to fifteen dollar
40 fee with absolutely no exemptions. Set up a web page
41 exclusively for the fee. I ask that the funds from the
42 fee be kept in a lockbox exclusively for the road
43 repair. No bike trails, no green pond, no private
44 subdivisions that now belong to a developer. No new
45 subdivision roads.

46 I ask that all districts receive work in their
47 areas. If there is a need for a fee, I ask that
48 everybody benefit from it across the whole county.
49 Thank you.

50 LEON HARMON: Next speaker is Guy

1 Thurman.

2 GUY THURMAN: District 6, Guy Thurman.
3 Forest Glen Drive. I probably speak for ten to twenty
4 thousand people in this county to silence this issue.
5 The reason I'm here, any time somebody talks about
6 raising what we have to pay to live here, when we see
7 in some cases absolutely no services, some roads that
8 we live on. Forest Glen Drive, you might want to check
9 that. When is the last time you did anything on it? I
10 can't remember anything, zip, in the last thirty years.
11 But yet you won't do something, pave something
12 somewhere else, clean out the ditches, ditch
13 maintenance of county roads. It's pathetic. I'd like
14 to see how in the world you can save money? I want to
15 hear discussion. How can you save money? If you're
16 interested in it, you could ask me the question. I'm
17 surprised that we don't have that privilege of
18 answering a question that you would ask.

19 I think that one thing that you need to do is have
20 some kind of form so that the citizens in this county
21 can do something to help you find ways to save money;
22 not find ways to spend more money. If you save money
23 you might be able to handle some of these situations,
24 like potholes or keeping grass out of the roads or
25 cleaning out ditches. Whatever you're going to do on
26 maintenance.

27 I don't hear anything from you about saving money.
28 Another thing, I don't even know whether this is proper
29 or not, but years ago this council authorized an eighty
30 thousand dollar budget for a stupid balloon in this
31 county. I don't even know where it is. Do you know
32 where it is? That's a question I'd like to know. If
33 somebody wants to tell me, I'd appreciate it. What's
34 happened to it? Do we have a team that floats that
35 thing? I think it's pretty good, but I think that you
36 need to be accountable about things like that. I can't
37 imagine even authorizing that kind of money when you've
38 got private industry everywhere doing that kind of
39 stuff, want to float their beer balloon or whatever,
40 RE/MAX balloon. You don't need something for the
41 county like that. We don't want that. Thank you very
42 much.

43 LEON HARMON: Next speaker is Youko
44 Simmons.

45 YUKO SIMMONS: Hi, Youko Simmons, District
46 5. I'm here to discuss about 8(b), about the twenty-
47 five dollar fee. I have some questions and concerns
48 around that. And the reason why I do is because we pay
49 vehicle property tax; right? And if we drive our
50 vehicles on the road, it would make sense that we pay

1 taxes because we utilize our vehicle on the road. But
2 the thing that I see the most that's on my vehicle tax
3 is school. And that's the largest amount of tax that
4 I'm paying as far as on my vehicle, which is a vehicle
5 tax, not a school tax. So I feel that we need to
6 allocate that money, as far as school tax, somewhere
7 else where it properly needs to go. It doesn't need to
8 go on vehicle taxes, because we don't use school for
9 our vehicle. We use it for the road. So I come to you
10 asking just to look at that and examine that because I
11 feel like it needs to be -- it's in the wrong allocated
12 vehicle tax.

13 And secondly, I see a lot of mopeds that are on the
14 road. They operate like a vehicle, as well. I see
15 many of them will bypass a stop sign. If I'm a vehicle
16 and that moped -- I'm stopped and that moped is running
17 through the stop sign, I'm liable to hit him or her
18 who's riding that moped. So I feel that as we are --
19 we have people who drive mopeds on the road need to pay
20 taxes, as well. They need to pay insurance, as well,
21 even if they have a permit. Because I have noticed
22 that some feel that even if they're highly intoxicated
23 it's okay to drive a moped. And it really is not okay
24 to drive a moped while you're under the influence. So
25 I think as far as there's an area for opportunity with
26 our mopeds to say, hey, look, first you need to be
27 permitted; secondly you need to be insured. Because if
28 I -- God forbid if I hit a person on a moped, I don't
29 want just my insurance to be hit, but his or her
30 insurance need to be hit, as well. So that's an area
31 that I feel needs to be looked into.

32 And that's all I have for today. So thank you.

33 LEON HARMON: Next speaker is Dan
34 Harvell.

35 DAN HARVELL: Hello, everyone. Thank you
36 for your service. We appreciate you giving of your
37 time to do this. I know you don't get paid quite
38 enough for all the hassle you go through to be up
39 there. But you do ask -- you do kind of ask for it
40 when you ask for the voters' approval to put you in
41 office.

42 I'm concerned -- oh, Dan Harvell, District 3. I'm
43 concerned about another tax increase. I know you wish
44 to couch this as a fee, but we know there's really no
45 difference in fees and taxes. If it's coming out of
46 the citizens' pockets, it's basically a tax. I'm
47 really concerned about another increase on the citizens
48 of our county. We've just had a new one by Duke Power.
49 We've had numerous increases in the municipalities and
50 outside there for the water and the sewer rates. It

1 costs so much now to have a house and a water bill at
2 the same time. I'm just amazed at how those rates have
3 gone up. I know about the mandates that come down that
4 you say are our government say caused that. But
5 nonetheless, it's beginning to squeeze our citizens to
6 the point to where I think many of them can't take
7 anymore.

8 Now, citizens want to see sufficiency in
9 government, especially when it comes to road funding
10 and what it costs to maintain our roads and bridges.
11 What citizens want to see is we want to know that we're
12 getting the most for our money from the people that
13 work for us. This is not only county, but of course,
14 state and federal, too. When we go by a work site and
15 we see five people hanging on a shovel and one person
16 doing the work, we think about efficiency and that
17 makes us think twice about increases and fees and taxes
18 for roads.

19 Another thing, it seems like the county's budgets
20 have increased quite a bit over the years. You know,
21 I've been here for many years and I know where we
22 started about in 1987 and I know where we are now. Are
23 we getting any more services for those fees now than we
24 were then? It's something to think about. The new
25 growth and all the development that's happened brings
26 in new taxes. So you have more money. So, you know,
27 from the taxpayers' standpoint we just want true
28 accountability. We want to know that we're getting the
29 most bang for our buck. We want to know that the money
30 is being spent in the most efficient manner it can be.
31 And right now, as a citizen, I can't be assured of
32 that. So, please, let's don't do this. Let's tighten
33 our belts more and look for other ways to serve our
34 citizens. Thank you very much.

35 LEON HARMON: Next speaker is Mark
36 Powell.

37 TOMMY DUNN: I don't believe Mr. Powell
38 is here. Somebody must have signed his name up. Or I
39 can't see him. So move on.

40 LEON HARMON: Next speaker is Elizabeth
41 Fant.

42 ELIZABETH FANT: Elizabeth Fant, District 3.
43 I was digging in some of my papers and I happened to
44 come across the summary of budget reviews all funds for
45 2017 to '18 and then 2018 to '19. I just want to read
46 you the bottom line on both of those. 2017-18 budget
47 was a hundred and eighty million dollars total
48 revenues. Budget for 2018 to 2019 was a hundred and
49 ninety-four. That's fourteen million dollars more
50 revenue in one year. I did not bring the one for the

1 last year. But fourteen million dollars more revenue
2 in one year. Now, where is that money going?

3 I'm going to talk this morning not just so much on
4 the road fee, but from an emotional standpoint about
5 roads' condition. The roads, we know, need fixing.
6 They're in horrible shape. Those of you that know me
7 know that I had a major car accident, which is the
8 reason I'm in the condition that I'm in. I had an aunt
9 that died from no guardrail where a rain swollen creek
10 took her life. Today I visited somebody who's in the
11 hospital who had a stroke while she was driving.
12 Thankfully she got somewhere and somebody behind her
13 got her stopped before she ran into something. I used
14 to have to travel a lot at night. One time I came on
15 I-85 when they were doing a lot of construction, two
16 o'clock in the morning, a car where they had done
17 construction, didn't have the change labeled correctly
18 and I came up on a vehicle that had hydroplaned and was
19 set up in the middle of the air. And I know those
20 people both who were in there got broken necks. It
21 happened right before I got there. Another night as I
22 was traveling in the middle of the road on I-85 I come
23 over a hill and there's a vehicle right in front of me
24 with all four doors open.

25 And that's not a road issue itself, but what I'm
26 trying to say is there are road issues everywhere. We
27 don't do due diligence in the roads that we make. It
28 is not enough to slap some asphalt and say we have
29 fixed the roads. South Carolina is as stingy as they
30 can be with asphalt. On intersections we don't do our
31 pipes long enough so we can do road -- where we can put
32 enough road there where somebody doesn't have to go off
33 into the ditch in order to make a curve. It's our road
34 construction and it's our road composition. Evidently
35 the materials that we're using are worthless. If you
36 have to go behind every three to five years to fix a
37 road, you're not doing due diligence. So it's not
38 enough to raise this money. I'm going to talk more on
39 that on the end. It's the quality of what we do.

40 LEON HARMON: Time, Mr. Chairman.

41 TOMMY DUNN: Thank you, Mr. Harmon.

42 Next.

43 LEON HARMON: No one else is signed up.

44 TOMMY DUNN: Thank you, Mr. Harmon.

45 Moving on to item number 5, discussion on Project
46 MCPEND, Ms. Floyd. Ms. Floyd.

47 GRACIE FLOYD: Thank you. I would like to
48 talk to you tonight about something that's close and
49 near and dear to my heart. I guess it can go along
50 with the car taxes. But I have been worried about this

1 thing. It's just -- you need to know about it so you
2 can make your own decision about it, as I have made
3 mine.

4 Let me read to you what it is first. It's an
5 ordinance authorizing pursuant to the titles and the
6 codes and all the little numbers thereof in Article 7,
7 Section 13 of the South Carolina Constitution, the
8 execution and delivery of an infrastructure credit
9 agreement by and between Anderson County, South
10 Carolina and Falls at Meehan Apartments, LLC, including
11 certain related or affiliated entities, formerly
12 identified by the county as Project MCPEND, to provide
13 for certain special source revenues or infrastructure.
14 It comes up for public service tonight.

15 Now, I know you're wondering what this is. All
16 right. It's an apartment complex to be built in
17 Pendleton. And it's to be built, I was told, for the
18 Arthrex. We have a company in Pendleton that's coming
19 or is there or what. But it's called Arthrex. And
20 what it is, Arthrex -- they're looking for places to
21 have people to come and live there.

22 Now, in last week's minutes we talked about this
23 and there were certain questions that were asked and I
24 want to tell you about it -- these questions. One
25 question was will the schools get some funds out of
26 this? All right. Please know that schools always get
27 funds. They get most of the fund out of anything
28 coming to Anderson that's an industry or a building or
29 anything. So the schools will get the bulk of the
30 money out of this thing. Another question was someone
31 says this apartment complex helps to deal with the
32 issue of affordable housing. That's not the truth.
33 This is not an affordable housing complex. It's a
34 high-end ritzy complex that they're hoping that the
35 people who get the jobs over at Arthrex will then move
36 right in the town of Pendleton, that they'll have some
37 place to spend all the money that they're going to get.
38 So it's a high apartment complex. We had two people
39 that believed that it was affordable housing. You can
40 check last week's minutes. And it's not. We were told
41 that it's apartments that will certainly be above
42 standard. They're not student housing and will be for
43 folks to have good -- and it will be for folks who have
44 good quality jobs such as those that will be created at
45 Arthrex.

46 Now, it sounds really good. But the thing about it
47 is, the people who are going to build these apartments
48 has been given fifty percent off property taxes. Fifty
49 percent they have been excused. They won't have to pay
50 the whole hundred percent for property taxes like most

1 of us have to do. They have been excused fifty percent
2 off their property taxes. And it seems that a better
3 deal could have been made, it seems like a better deal
4 could have been made so it would not impact us. Maybe
5 my questions are not the right questions. I've had two
6 or three meetings about this and I'm still
7 understanding it the same way.

8 But here we are, we're talking about charging
9 everybody twenty-five dollars on a car so we can have
10 road money. But what about the fifty percent tax
11 deduction. Anderson County has never subsidized any
12 county houses before. Why are we subsidizing this one?
13 Anderson County have never even built a home for low
14 income people. Why are we building homes for high
15 income people? I don't get it. I don't understand it.
16 I think that we should be concerned about it. And I
17 think that we ought to be asking why.

18 Now, I was told that, well, we did the same thing
19 for Anderson when Anderson wants to bring this motel
20 here in town, this new motel, you've heard about it,
21 that we did the same thing, we've done the same thing
22 and now here we are -- we have one small town that owes
23 us eight hundred thousand dollars. They owe us eight
24 hundred thousand dollars. That's gone. We probably
25 will never see that. And now here we are, we're going
26 to give these people, the builders -- I don't know who
27 the builders are, but whomever they are, if they don't
28 have the money to pay their property taxes, all of
29 their property taxes, somebody else will. It doesn't
30 mean that we have to do this or these poor people won't
31 have any place to live if they come to Arthrex. Look
32 around you now. We have First Quality down there.
33 They didn't build any apartments for them. They didn't
34 build an apartment for Milligan or Michelin. These
35 people live all around us, some of them in Greenville,
36 some of them in Florida -- I mean Georgia, some of them
37 down below Laurens. But yet they're doing all right.
38 But no, for Arthrex in Pendleton, we are going to give
39 the builders of the high-end, high class apartments a
40 fifty, fifty percent property tax reduction.

41 And now we're going to ask you to come up with some
42 money for the roads fee. Most of everything we get in
43 this county, we go to the schools first. It goes to
44 the schools first. Maybe we need to go back and re-
45 evaluate the money that is spent in the school area
46 because we can. We tried it once before. We can.

47 But folks, my only concern is this. I pay taxes,
48 too. I pay taxes, too. And is it right -- do you
49 think it's right that we give these people fifty
50 percent off of their -- what is it? -- property taxes

1 so they can build a high-end apartment so that Arthrex
2 will pay these people big money so they can live in a
3 really, really, really nice apartment? That's all I
4 have.

5 TOMMY DUNN: Thank you, Ms. Floyd.
6 Moving on to item number 6(a), ordinance third
7 reading, be 2019-036, it's an ordinance authorizing
8 pursuant to Title 4 of the Code of Laws of South
9 Carolina 1976, as amended, including sections 4-1-170,
10 4-1-175 and 4-29-68 thereof, and Article VIII, Section
11 13 of the South Carolina Constitution the execution and
12 delivery of an infrastructure credit agreement, by and
13 between Anderson County, South Carolina and Falls At
14 Meehan Apartments, LLC, including certain related or
15 affiliated entities, formerly identified by the county
16 as Project MCPEND, to provide for certain special
17 source revenue or infrastructure credits.

18 This will be a public hearing. Anyone wishing to
19 speak to this matter, please step forward and state
20 your name, district, address the chair. Anyone at all?

21 RICK FREEMANTLE: Good evening, Mr. Chair,
22 Rick Freemantle, District 7. First, I would like to
23 commend the council lady from District 2. Spoken like
24 a true conservative. I have a question. I've been in
25 this county over twenty-five years. Where's my fifty
26 percent discount? This is just appalling. I come here
27 to talk about the twenty-five dollar per vehicle fee
28 and I find out that you guys are giving people cut-rate
29 taxes if they'll build houses. Seems to be a lot of
30 squirrely stuff going on over there in Pendleton. I've
31 heard wind of about a half a million dollar little fund
32 coming from the state that wasn't done legally to go to
33 the fire department. Maybe this is the reason, so
34 they'll have more fire department for these apartments
35 or whatever they're going to be. But fifty percent tax
36 reduction on people who are just building homes here in
37 this county when we have a shortage of available
38 housing all over this country. There was no reason to
39 give this discount whatsoever. You could get full tax
40 value on these properties, no problem at all,
41 especially if these are going to be high-end jobs.
42 These people can afford to pay their taxes. What is up
43 with you folks? Apparently I shouldn't have taken such
44 a long hiatus from coming to these meetings. This is
45 ridiculous. Thank you, District women 2.

46 STAN WELCH: Stan Welch, District 7 or
47 maybe 6. I can't tell exactly. Is it 7? Are you
48 disowning me? Okay, I was just asking. If I recall
49 from the original presentation on this project, the
50 seven acres of land involved currently pays about

1 twelve thousand dollars in property taxes. Once this
2 development is finished, I believe that amount will
3 increase to over a half million. If you don't see the
4 value in that, I don't think anybody can explain it to
5 you. It's seven acres of scrub land basically. It's
6 not being used for anything.

7 Also, the other issue is, if you create eight
8 thousand jobs in ten years like this county has done,
9 you've got to give them somewhere to live. They can't
10 all live in Elberton and drive over here. Thank you
11 very much. And I hope you vote for this.

12 TOMMY DUNN: Anyone else? Anyone at
13 all?

14 DAN HARVELL: Dan Harvell, District 3.
15 There's hardly anyone in here that has a longer history
16 of fighting property taxes and the unfairness that they
17 bring than me. It goes to back to three years as a
18 citizen lobbyist at the state house because of the
19 punitive, punishing situation that we have ...

20 TOMMY DUNN: Wait a minute, Mr. Harvell.
21 We've got to get this squared away.

22 DAN HARVELL: All right.

23 TOMMY DUNN: I don't think it was you.
24 I think it was something in the equipment; I don't
25 know. Just give it a whirl and we'll try it again.

26 DAN HARVELL: Okay. But anyway, many of
27 you know my history on this. And if you give this --
28 any time you give a fee in lieu of for one thing,
29 somebody else is going to have to make up the
30 difference. I applaud Ms. Floyd for her comments
31 tonight. I appreciate those very much. You're dead-
32 on. You're totally right. You know, you have to
33 wonder -- yes, it's a coup for this company to be
34 coming here. But if they're coming here, they're
35 already committed. If they're already committed,
36 they're already going to have the employees. They're
37 already going to have the people here. And the free
38 market will work itself out.

39 You know, we as conservatives say that we believe
40 in the free market, but sometimes we just kind of get
41 in the way of that. And in doing so, we're actually
42 costing our own citizens more money than they should be
43 paying. So I would agree with Ms. Floyd and not go for
44 this. Thank you very much.

45 TOMMY DUNN: Anyone else? Anyone at
46 all?

47 RUBY GARRISH: I agree that we shouldn't
48 be giving those kind of tax breaks. People when ---

49 TOMMY DUNN: I'm sorry. Would you state
50 your name again for the record and your district?

1 RUBY GARRISH: Ruby Garrish, District 7.
2 TOMMY DUNN: Yes, ma'am. Go ahead.
3 RUBY GARRISH: I agree that we shouldn't
4 be giving those kind of tax breaks when obviously we
5 don't even have the money to keep our roads up. I've
6 been to the point in my younger days when I -- at one
7 point I had eight dollars to my name and nobody gave me
8 a tax break. I still had to pay my taxes. And maybe
9 we could give a small incentive to business and
10 industry, but fifty percent is way too much. And
11 really, in my opinion, it makes no difference if those
12 breaks are being given on housing for the rich or
13 housing for the poor; it's still not right.
14 TOMMY DUNN: Anyone else? Anyone at
15 all? Public hearing will be closed. Somebody want to
16 make a motion to put this on the floor for discussion?
17 CRAIG WOOTEN: So moved.
18 TOMMY DUNN: Motion Mr. Wooten. Have a
19 second? Second Mr. Sanders. We'll start off getting
20 some another. I don't want to start no argument. The
21 thing about it, sometimes we get things and not know
22 our facts. There's been a bad misunderstanding. I
23 know you understand about the tax breaks, fee in lieu,
24 like that. But this apartment complex ain't got one
25 iota to do with Arthrex; not nothing. Now somebody
26 might happen to work there and rent this, but this
27 ain't -- I want that straight for the record and all
28 news media. This has got not one thing to do with
29 Arthrex. Nothing. This was a request by the town of
30 Pendleton, is what started this, about this coming in.
31 Now, we can debate that or not, but it's like Mr. Welch
32 said, it is revenue more on tax that we wouldn't have
33 got. But where this come from is the town of Pendleton
34 wanting this revenue. But I've said my piece and I'm
35 going to yield the floor.
36 BRETT SANDERS: Mr. Chairman?
37 TOMMY DUNN: Mr. Sanders.
38 BRETT SANDERS: Yes, sir. I understand
39 where a lot of this is coming from, Ms. Floyd's ideas,
40 other people's ideas. I reached out to the town of
41 Pendleton and also what hasn't been brought to the
42 forefront is this development was actually banned,
43 pretty much. This company came in and spent millions
44 and millions of dollars. They have revamped. I rode
45 through there today. I went and looked at the
46 property. There's a lot going on there. The town of
47 Pendleton, again, has requested this from council. I
48 met with them. They feel this is the right thing to do
49 in order to help the town of Pendleton, help them
50 decrease their millage rate and trying to get their

1 millage and tax rates down in Pendleton.
2 Again, developers came in. They have spent
3 millions without any breaks. Again, this is not for
4 Arthrex. This is apartments. And it is requested from
5 the town of Pendleton. Thank you, Mr. Chairman.
6 TOMMY DUNN: Thank you. And also I'd
7 like to add, Pendleton can get their tax revenue -- or
8 their revenue up maybe they can get their police force
9 full time and us not having to subsidize it. That'll
10 be a good point, too.
11 Mr. Davis.
12 JIMMY DAVIS: Mr. Nelson? Mr. Nelson,
13 can you remind me and the rest of council what the
14 current tax revenue is on this property?
15 BURRISS NELSON: It's -- currently it's
16 twelve thousand five hundred and twenty-three dollars
17 on a seven acre tract of land.
18 JIMMY DAVIS: And Mr. Nelson, if we vote
19 to approve this on third reading for the fee in lieu of
20 agreement, what will be the tax revenue on that
21 property then for the county?
22 BURRISS NELSON: The projected tax rate in
23 2021, after it's completed and all the buildings are
24 up, is eight hundred and twenty thousand three hundred
25 and forty-four dollars.
26 JIMMY DAVIS: So we gain roughly eight
27 hundred thousand dollars with this agreement?
28 BURRISS NELSON: Yes, sir.
29 JIMMY DAVIS: Mr. Nelson, does this
30 property we're talking about have any affiliation at
31 all with Arthrex?
32 BURRISS NELSON: Absolutely none.
33 GRACIE FLOYD: Uh-uh (negative).
34 JIMMY DAVIS: Thank you, Mr. Nelson.
35 BURRISS NELSON: Thank you.
36 CINDY WILSON: Mr. Chairman, may I?
37 TOMMY DUNN: Ms. Wilson.
38 CINDY WILSON: I normally have never voted
39 for these type configurations in the past, but when the
40 town of Pendleton requested that we support them in
41 this measure, I gave my vote. And seventy-five percent
42 of the fee in lieu of taxes goes to the schools. The
43 rest of it goes between the town and the county. We
44 don't get that much, but it was significant for the
45 town of Pendleton. So I will vote for this based on
46 that. If it were out in the county, I probably would
47 not have voted for it without some really good reason.
48 Thank you.
49 TOMMY DUNN: I don't think we would be
50 having this discussion if it was out in the county,

1 neither.

2 RAY GRAHAM: Mr. Chairman?

3 TOMMY DUNN: Mr. Graham.

4 RAY GRAHAM: Ms. Wilson, I'm with you.

5 I think what our citizens are failing to recognize, you
6 know, as far as our municipalities, and I actually have
7 several in my district, you know, we as a county, we're
8 here as a resource to our municipalities. When they
9 come wanting, you know, to promote growth or whatever
10 they come across the board with, we truly have to take
11 into consideration what are their needs; are their
12 needs being met; what are they benefitting from each
13 individual project. And I mean, looking at those items
14 and looking at -- I wish, honestly, Pendleton would
15 have had some representation here tonight as far as
16 from their council. But I mean when they come to the
17 county asking us to support this, you can't help but
18 think, you know, they've done their homework, they
19 realize that it's going to cost us x amount of dollars
20 to provide protection, whether it's law enforcement
21 fire service or whatever, to this new apartment
22 complex, but yet this is what we're going to get in
23 return on the tax revenue. This is what we're going to
24 get in return on the tax revenue. This is what our
25 local businesses are going to get in return from them
26 -- local people shopping at the local restaurants, to
27 convenience stores, to just the mom and pop stores.
28 You know, Pendleton is a small hometown. I'm
29 comfortable in saying that they're doing what's best
30 for their community. They've got to answer to their
31 community. They came to us wanting us to support that.
32 And with that being said, I would probably be very
33 reluctant, which even like Mr. Chairman says, you know,
34 I don't even know if we would be having this
35 conversation if this was county property. But it's
36 not. It's actually something in the town of Pendleton.
37 It's something that they've requested that we support.
38 And with that being said, I can't help but feel led
39 that we need to support it.

40 Our council member, one of our fellow co-workers,
41 has done their homework to ensure it's best for their
42 district, ensure that's what that community wants up
43 there, and we rely on their recommendation. And with
44 that being said, I mean to me it's kind of a -- it's
45 really not nothing in question. At the end of the day,
46 as it was pointed out, we will benefit from it because
47 that revenue that was twelve thousand dollars is now
48 going to be eight hundred and something thousand
49 dollars. Is it going to cost the county more funding
50 to ensure that they've got what they need and their

1 needs are met? Absolutely. But it's continuing
2 letting Anderson County grow. Is employees of Arthrex
3 going to be living there? Probably, hopefully. It's
4 right up the street from them. As far as what type of
5 housing it is, that does not even matter in this
6 conversation. A community has asked us to support them
7 and I feel like we should. Thank you, Mr. Chairman.

8 TOMMY DUNN: Thank you.
9 GRACIE FLOYD: Mr. Chair?
10 TOMMY DUNN: Ms. Floyd.
11 GRACIE FLOYD: Okay. Right before the
12 meeting we received up here newspaper clipping from --
13 it was about Arthrex in Naples, Florida. In this
14 article it was talking about how Arthrex was going to
15 pull out -- will probably be pulling out of Naples,
16 Florida because people have nowhere to live down there.
17 They don't have any housing complex down there. So,
18 you know, why were we given this information right
19 before this other thing came. And I want to read
20 something to you.

21 Mr. Chairman, my apology, one other thing about the
22 affordable housing -- now remember it's not affordable
23 housing -- I'm sure everybody on council and plus the
24 community has probably seen Arthrex. Part of the
25 reason they're not developing as much in Naples, I
26 believe it is due to affordable houses for their
27 employees. This here is right near Arthrex and will be
28 a very easy drive for their employees. So I'm sure
29 they're going to be grateful for this investment, as
30 well. Nobody said that we're doing this for Arthrex.
31 What you were told was that these high-end dollar homes
32 were being built near Arthrex so the people could live
33 there in Pendleton because Arthrex is going to be
34 there.

35 Folks, twenty-five percent reduction, thirty
36 percent reduction would have done it. But I still say,
37 I still say, you're giving fifty percent of the
38 property taxes that we would have gotten away. I still
39 say that. I still say that the eight hundred thousand
40 dollars that Anderson County will not be getting. We
41 will not be getting eight hundred thousand dollars.

42 Mr. Burriss, on a monthly basis, except for the
43 first year, the first year Anderson County will get, is
44 it seventy-five thousand?

45 BURRISS NELSON: Well, the property tax this
46 year is twelve thousand and some change. The
47 development will start, probably get twelve thousand
48 and change next year. The ---

49 GRACIE FLOYD: And how much will Anderson
50 County get a year?

1 BURRISS NELSON: Out of that?
2 GRACIE FLOYD: Uh-huh (affirmative). Each
3 year for property tax we'll be getting how much?
4 BURRISS NELSON: About, well, let's see,
5 about three thousand maybe, twenty-five hundred.
6 GRACIE FLOYD: Okay. All right. Who will
7 get the bulk of the money from the property taxes that
8 we are going to get?
9 BURRISS NELSON: The town will probably get
10 another fifteen hundred and the schools and fire
11 districts, but the schools will get the majority.
12 GRACIE FLOYD: Okay. Let's start it from
13 the top. Schools will get the top part?
14 BURRISS NELSON: Yes, ma'am.
15 GRACIE FLOYD: After that who is it?
16 BURRISS NELSON: Anderson County.
17 GRACIE FLOYD: Uh-uh (negative). We were
18 at the bottom; remember?
19 BURRISS NELSON: Well, no, we've got three
20 hundred mils at that location, three hundred and
21 twenty-five mils. So total -- we're at about eighty-
22 five mils.
23 GRACIE FLOYD: No, no, no, no, no. Mr.
24 Nelson, you're going into an area right now that gets
25 all mixed up when you're talking about it. You're
26 getting -- if you would just answer the -- on the sheet
27 that you showed me, on the sheet that you showed me ---
28 BURRISS NELSON: Yes, ma'am.
29 GRACIE FLOYD: --- who was getting the
30 most money from it?
31 BURRISS NELSON: The school district.
32 GRACIE FLOYD: And the next person was?
33 BURRISS NELSON: Town of Pendleton.
34 GRACIE FLOYD: Okay. Where was Anderson
35 County on this map?
36 BURRISS NELSON: We would have been last.
37 GRACIE FLOYD: Would have been last; okay.
38 Folks, you can do what you want to. You can vote any
39 way you want to. I don't, I don't hold it against
40 anybody if you vote your heart. I don't hold it
41 against you; okay? If you think we're getting a whole
42 lot of money out of this, fine. If you think that
43 fifty percent tax dollars is enough for us to get, you
44 vote that way. That's all I'm saying. But you have a
45 right to know. You have the right to know what's going
46 on. And that's all I'm doing. Whether you like what I
47 said or not. I care because I pay taxes, too. Okay?
48 But if you don't like it, I'm too old to care. Thank
49 you, Mr. Chairman.
50 BRETT SANDERS: Mr. Chairman?

1 TOMMY DUNN: Mr. Sanders.
2 BRETT SANDERS: I think when we're looking
3 at affordable housing, we've got to put it in context.
4 Port Royal Naples, Florida, the median home value seven
5 million eight hundred and fifteen thousand three
6 hundred. I'm sure Arthrex needs some affordable
7 housing. And that's why they're here in South Carolina
8 and I'm glad they're in district ---
9 GRACIE FLOYD: These are not affordable
10 houses. They said -- he said himself these are not --
11 I asked him that the last meeting, are these affordable
12 houses? And he said no.
13 TOMMY DUNN: I believe Mr. Wooten has
14 asked for the floor. Mr. Wooten.
15 CRAIG WOOTEN: I just want to ask a couple
16 of questions of Mr. Nelson. I mean to the best of your
17 knowledge and I won't hold you to anything specific,
18 but does Pickens, Greenville, Abbeville, Oconee, do
19 they do any type of fee in lieu of or incentive
20 packages for people who invest?
21 BURRISS NELSON: All of them will if they
22 have the opportunity, certainly.
23 CRAIG WOOTEN: Same thing with -- would
24 you say that's pretty reasonable to say with Georgia,
25 North Carolina and Tennessee?
26 BURRISS NELSON: Certainly.
27 CRAIG WOOTEN: Here's where I reconcile.
28 I'm with Mr. Harvell on the free market stance and I
29 have a fundamental problem with fee in lieu of taxes
30 because it doesn't operate the way we want it to. It's
31 something that we inherited from a long time ago. I
32 think anybody on this council, if we could do it in a
33 different way, we would. The problem with it, and this
34 is where I have to reconcile is, if I don't make a deal
35 and I say a deal that's in benefit for the taxpayers of
36 Anderson County, I feel relatively certain one of our
37 neighboring counties or one of our neighboring states
38 will make the deal. And they'll take people there.
39 We're elected to represent Anderson. We're elected to
40 represent the people.
41 Now, if the question of whether the tax deduction
42 or increase is worth it or not, that's something that
43 we have to work with for county economic development.
44 We hire professional economic developers to negotiate
45 on our behalf because we're part-time council members.
46 That doesn't mean that we don't give them scrutiny and
47 that we don't ever look at what they do and that we
48 don't hold them accountable. So I look at it in the
49 same way our President is looking at other countries.
50 Is tariffs and subsidies free market? No. Laissez

1 faire economics. Let's just let it roll and it'll work
2 itself out. But our President said, no, we need to do
3 some tariffs and subsidies because these other people
4 aren't playing fair. Now whether or not you think
5 Georgia and North Carolina are playing fair or not,
6 they have something that they will use to our
7 disadvantage. I can't go back and look at people and
8 say, I didn't get you an industry here. I didn't get
9 you affordable housing here regardless of the
10 definition of affordable housing, because I had to
11 stick so hard to a principal that I let your neighbor
12 benefit.

13 Now, that doesn't give me the leeway to just carte
14 blanche do whatever I want to, but I have to look at
15 how it benefits the people here that we're elected to
16 represent. I'm not trying to oversimplify it, but
17 twelve thousand is what we get now. If we make this
18 deal, we get eight hundred thousand. I would like to
19 get 1.6 million. And if Mr. Nelson says we can go get
20 1.6 million, let's go do it. But if he's saying this
21 is the best I think we can get, I don't want to lose
22 that eight hundred thousand to Pickens because I bet
23 Clemson City Council or Pickens City County, I know
24 some of those guys, will make the deal. So that's how
25 I reconcile. What I don't like is a system that
26 hopefully one day is out of our hands and be changed so
27 we can make conservative judgment calls on it. But
28 until then we have to weigh the costs and weigh the
29 benefit and make a decision. Thank you, Mr. Chairman.

30 TOMMY DUNN: Thank you. Ms. Wilson.
31 CINDY WILSON: By my calculations the
32 school district will get over six hundred thousand once
33 this facility is in operation. This -- well, previous
34 council sent two separate resolutions to our general
35 assembly requesting, respectfully, that we change our
36 industrial tax ratios; ten and a half percent, the
37 highest in the United States. Across the river in
38 Georgia, they can make zero taxes, which even our fee
39 in lieu of taxes, which is reduced. And all that does
40 go back to when Michelin first was established here in
41 the county. Our General Assembly has failed to address
42 our 1895 Constitution where it's ten and a half percent
43 industrial, six percent commercial for rental or
44 commercial, four percent homes. We do have homestead
45 exemptions which do help those of us who are over
46 sixty-five.

47 Again, the town requested our support for this, so
48 I will vote for it this time. But perhaps it's time to
49 send that resolution back to the General Assembly and
50 respectfully request that we have a different tool set

1 in the bag because, I agree, this is so convoluted and
2 it does seem to be unfair a lot of the time. And
3 frankly, and you can ask our Mr. Maybank, he says if we
4 do that it'll put the lawyers out of work. Mr. Nelson
5 was in that meeting when we had that discussion. But
6 anyway, there are a lot of complications in these
7 agreements. And I try to read through each of them.
8 And Mr. Nelson knows, he gets phone calls from me
9 because a lot of the lawyers change the wording and you
10 have to read through several times to understand
11 exactly what's going on. And that is ridiculous. They
12 get paid by the hour and we only get paid by the year.
13 Thank you.

14 TOMMY DUNN: Thank you. If no one else,
15 call for the vote. All in favor of the motion show of
16 hands. All opposed. Show the motion carries, Mr.
17 Davis, Mr. Sanders, Mr. Dunn, Mr. Graham, Mr. Wooten,
18 Ms. Wilson in favor. Ms. Floyd opposes.

19 TOMMY DUNN: Moving on to item number
20 6(b), 2019-037, an ordinance to amend an agreement for
21 the development of a joint county industrial business
22 park, 2010 park, of Anderson and Greenville Counties so
23 as to enlarge the park to include Project MCPEND.

24 This will be a public hearing. Anyone wishing to
25 speak to this step forward, state your name and
26 district for the record and address the chair, please.
27 Public hearing. Anyone at all? Seeing and hearing
28 none, public hearing will be closed. Do we have a
29 motion to put this on the floor?

30 JIMMY DAVIS: So moved.

31 TOMMY DUNN: Motion Mr. Davis; second
32 Mr. Graham. Any discussion?

33 GRACIE FLOYD: Yes.

34 TOMMY DUNN: Ms. Floyd.

35 GRACIE FLOYD: All right. This one got
36 me, too. I asked -- this is an agreement for the
37 development of a joint county industrial and business
38 park of Anderson and Greenville Counties so as to
39 enlarge the park. And it has Project MCPEND. So I
40 asked a question, is this apartment complex going into
41 the department of joint county industrial park for
42 Greenville and Anderson? And I asked that question of
43 Mr. Burriss. Mr. Burriss, would you please explain to
44 them what your answer was to me?

45 BURRISS NELSON: Yes, ma'am. It would ---

46 GRACIE FLOYD: I didn't understand this
47 part of it.

48 BURRISS NELSON: It would go into the multi-
49 county park agreement. That's the platform or method
50 of fee in lieu of taxes that allows commercial

1 properties to receive a property tax discount.

2 GRACIE FLOYD: In other words, the
3 apartment complex won't be going into the industrial
4 park? That's not the apartment complex. That's just
5 where we're getting the credit from?

6 BURRISS NELSON: Well, the actual complete
7 title of the legislation is multi-county park -- let's
8 see -- multi-county industrial and business park. And
9 it includes -- when you say business, that includes
10 commercial entities. A rent by the year, by the month
11 or whatever, apartment complex certainly falls under
12 the commercial definition and is allowed under state
13 law.

14 We have protocols in the county that we developed
15 fifteen, sixteen, seventeen years ago when we had a
16 huge commercial project that looked -- in a part of the
17 county. And we set some limits of minimum capital
18 investment. Council probably doesn't even know that we
19 operate in our office on these protocols. But it's got
20 to be somewhere twenty million or greater on a
21 commercial project, whereas an industrial project
22 qualifies it to a half million. And so council has
23 repeatedly said that residential property in the
24 county, whether it was rental property or residential
25 housing at four percent or commercial property, that
26 that was not a subject or an opportunity for fee and
27 for discounted property tax. And we followed that
28 protocol for, I don't know, Mr. Burns, for thirty years
29 that I've been in this business. And of course, Mr.
30 Burns hired me thirty years ago and he was in it before
31 that. So we haven't changed how we approach economic
32 development as far as residential property unless we
33 are requested by a city or political subdivision that
34 obviously needs a taxed income and that revenue to
35 assist them. It is a -- it just is what it is on that
36 part. They need the help. Otherwise, we wouldn't be
37 involved in this at all.

38 GRACIE FLOYD: Thank you.

39 BURRISS NELSON: Thank you.

40 GRACIE FLOYD: Mr. Burriss, I just thought
41 they needed to understand it and needed to know. Thank
42 you so much.

43 BURRISS NELSON: Yes, ma'am.

44 TOMMY DUNN: Anyone else? All in favor
45 of the motion show of hands. All opposed like sign.
46 Show the motion carries with Mr. Davis, Mr. Sanders,
47 Mr. Dunn, Mr. Graham, Mr. Wooten and Ms. Wilson in
48 favor. Ms. Floyd opposes.

49 Moving on to item number 7, second readings. There
50 are none.

1 Going on to 8(a), 2019-042, an ordinance to amend
2 an agreement for the development of a joint county
3 industrial and business park, 2010 park, of Anderson
4 County and Greenville County so as to enlarge the park
5 to include certain property of Project Alloy.
6 Mr. Nelson, do you want to have a little say before
7 we put this on the floor?
8 CINDY WILSON: So moved.
9 TOMMY DUNN: Ms. Wilson makes a motion
10 to put it on the floor. Have a second? Second Mr.
11 Sanders. Now, Mr. Nelson.
12 CINDY WILSON: May I very quickly?
13 TOMMY DUNN: Yes, ma'am.
14 CINDY WILSON: Conversely, this is a
15 project in Greenville County. Greenville takes ninety-
16 nine percent of the fee in lieu of tax funding.
17 Anderson County gets one percent. The previous one
18 involving the apartment complex in Pendleton, Anderson
19 County, which predominantly the school districts, took
20 ninety-nine percent and Greenville received one
21 percent.
22 BURRISS NELSON: That's correct.
23 CINDY WILSON: Okay. Thank you.
24 TOMMY DUNN: We got anymore discussion?
25 All in favor of the motion show of hands. All opposed.
26 You opposed Ms. Floyd?
27 GRACIE FLOYD: Well, no, I'll vote for
28 it. I was told that it was -- this was a thing for
29 Greenville; not so much for Anderson.
30 TOMMY DUNN: That's right, a company in
31 Greenville. Show the motion carries unanimously.
32 Moving on to item number 8(b), 2019-043, an
33 ordinance to amend the Code of Ordinances, Anderson
34 County, South Carolina, Chapter 38, so as to add to
35 Article VI a new division title Road Maintenance Fee.
36 It's title only. Put this in the form of a motion to
37 put on the floor for discussion. Second?
38 CINDY WILSON: I'll second it for
39 discussion sake.
40 TOMMY DUNN: Ms. Wilson seconds it.
41 We'll start off discussion with just a couple of
42 things. We've still got work to do if this even
43 passes, but we've got a time thing to try to get if
44 we're going to do something to make this worthwhile for
45 the first of the year. It doesn't mean we'll vote on
46 it next council meeting. I think there's going to be a
47 few more community meetings. And the council needs to
48 meet -- have a special meeting just for this to discuss
49 it to put the nuts and bolts in it. But I just want to
50 get one notion thing I think was said tonight about

1 rushing into something. We've had almost ten community
2 meetings. We've meeting tonight and there's going to
3 be some more. So there ain't going to be no rushing
4 into this. Everybody has got a right to come into them
5 meetings and encourage you to come to more if you found
6 some answers come up tonight.

7 There was one gentleman tied in about (change of
8 audio) balloon was sold over eleven years ago. The
9 majority of this council didn't buy it. You made the
10 statement about your road not being worked on. Well,
11 that's what this whole discussion is about, trying to
12 get some funding to work on roads.

13 Now, we call it a fee because state law says that's
14 what we've got to call it. It's a tax, no doubt about
15 it. But we have to call it a fee because that's what
16 state law says it is. And Ms. Simmons back here
17 mentioned a while ago about her cars and about the
18 schools. That's state law. They dictate what
19 percentage of car fees goes where and all your tax goes
20 where on that. It's not the county that does that.

21 Like I said, we need to have a lot more discussion
22 on this. One thing I think we all do agree on, our
23 roads are in bad shape. We would also be in worse
24 shape if we had some hard freezes this past year we
25 haven't had and whether or not that comes back. If you
26 go out and ride the county and look at our roads, how
27 they're cracking and what not. I wish you would come
28 to some of the meetings and I hope y'all come some more
29 to see what it is. We've got to pay this thing, too.
30 Our biggest thing on the road fee is if we don't come
31 up with some kind of funding on the road, and I'm just
32 telling you, millage ain't it. I've been on council
33 almost twelve years, cutting, scraping and trying to do
34 this, that and the other. To make a dent in our roads,
35 we're behind, that's not going to be the answer. But
36 if we can't come up with some kind of fee to do
37 something with roads, we're going to still be patching
38 potholes. And it's going to be discussion, things out
39 and come back. But I'll leave it at that right and go
40 to Mr. Davis.

41 JIMMY DAVIS: Thank you, Mr. Chair. I
42 want to reiterate to anyone here, if you've not
43 attended one of our town hall type meetings on this
44 topic, I would urge you to -- I'll be glad to have more
45 in District 6, and I'm sure any council member up here
46 would be glad to have one or more meetings to discuss
47 this and to get the information, the facts, out there
48 that Ms. Davis has done. You know, this past year was
49 mine and Mr. Sanders' first budget go-round, and I
50 think we did a really good job as a council to pass a

1 budget with zero millage increase. Yeah, we have a lot
2 of people -- more people and industries moving in to
3 Anderson County, but we also have -- that means
4 increase in services.

5 Now, I don't like paying taxes anymore than anybody
6 else does. But one of the biggest things that I ran
7 into as I strove to obtain this -- you know, to win the
8 election to hold this seat and to represent District 6
9 was roads. Roads, roads, roads; that's all I heard
10 about in Piedmont and Powdersville. That's what I came
11 down here to try to figure out, why and what we could
12 do about improving those roads.

13 Upon going through countless spread sheets with Ms.
14 Davis through the budget process, as well as looking
15 into this road fee, one of the things that we learned
16 about was when you talk about road fee, you have to
17 spend it on asphalt and culvert work and bridges and
18 pipe. It can't even go to pay the wages of the guy
19 that's driving the roller machine or the paving
20 machine. It has to go to road paving. It goes to
21 paving the road in front of your house if you live on a
22 county road.

23 I have said for quite sometime since we started
24 this process that I do not believe that millage is the
25 answer to paving roads because it gets into too big of
26 a pot of money. It gets into the general fund that can
27 be moved around to so many different places. And we
28 just don't get the bang for our buck. What I like
29 about a road fee is it's going to paving. And it's
30 reportable and auditable. And the only way that I
31 would support it, and I think everybody up here in
32 agreement is that we do report it and we do show you
33 that we're auditing, and we do show you the projects
34 that need to be worked on. The scientific method that
35 our roads and bridges department goes through I believe
36 is called Cartograph. And we can tell you in advance
37 what roads we're going to hit next. But spending two
38 million dollars a year, if we're lucky, to pave roads
39 in the county that has fifteen hundred and thirty-five
40 miles of road is absolutely a waste of time almost. At
41 a cost -- at a rising cost of close to two hundred
42 thousand dollars a mile to pave a road, that's just
43 simple resurfacing.

44 Some of you may not know this, but I'm an employer.
45 And one of the biggest challenges that we face in
46 today's modern age is to hire good people. Well, these
47 paving companies, right now there's over four hundred
48 paving jobs available. Four hundred paving jobs.
49 These companies can't even hire enough people to --
50 what are they doing? They're picking and choosing the

1 jobs. The cost of paving is going up. It's supply and
2 demand. And so we've got more areas to struggle with
3 on paving roads than just trying to figure out how much
4 money we can get. There's a struggle too trying to
5 find the people to do the work. So the cost of paving
6 is going up. Our roads are continuing to degrade.
7 We've got to find a way to put money in there that it
8 can't be moved anywhere else. It can't be put under
9 the magic coconut shells and moved around. It's got to
10 go to paving. And this is the way that we can do it.
11 Do any of us like paying more? No. But we've got to
12 do something about our infrastructure on our roads.
13 And I thank you, Mr. Chair.

14 TOMMY DUNN: Thank you. Anyone else?
15 Ms. Floyd.

16 GRACIE FLOYD: I have a question of ---

17 TOMMY DUNN: Mr. Burns? Mr. Burns.

18 GRACIE FLOYD: Two, three, maybe four
19 years ago we did a special thing where we took money
20 out of the general fund -- we took a million dollars
21 from somewhere and was for road fees or road work.
22 What happened to that money?

23 RUSTY BURNS: Ms. Floyd, I'm not sure
24 what you're talking about.

25 GRACIE FLOYD: Just think about it a
26 little bit. I think Mr. Dunn was the one who made the
27 motion that we take ---

28 CINDY WILSON: It came out of contingent
29 or fund balance?

30 GRACIE FLOYD: Wait a minute. --- that we
31 take some money out of the road fund -- I mean out of
32 the fund balance and put it aside for the road stuff.
33 Do you remember that?

34 RUSTY BURNS: Yes, ma'am.

35 GRACIE FLOYD: You remember now?

36 RUSTY BURNS: I do.

37 GRACIE FLOYD: So what happened to that
38 money?

39 RUSTY BURNS: We spent it on paving.

40 GRACIE FLOYD: All of it is gone?

41 RUSTY BURNS: Yes, ma'am.

42 GRACIE FLOYD: All right.

43 RUSTY BURNS: We just recently put out a
44 2.2 million dollar paving contract.

45 GRACIE FLOYD: Okay. All right. I will
46 check back. I'll check back, Mr. Burns, because there
47 is some misinformation out there because I was told
48 that the money hadn't been touched yet. So I will go
49 back to my person and let's see what's going on here.

50 RUSTY BURNS: Okay.

1 GRACIE FLOYD: Okay. Good. Thank you.
2 TOMMY DUNN: Ms. Wilson.
3 CINDY WILSON: It's my understanding that
4 those contracts were let, what was it, last spring and
5 now the paving is being done that involved that pot of
6 money. There was no money in this year's budget for
7 district paving. A lot of my constituents were
8 concerned because they thought the gas tax money was
9 going to provide funding for county roads, and that's
10 not true. The C-fund money will increase slightly.
11 But still the majority must be spent on state roads.
12 So we're still in a quandary. Having my form of PTSD
13 from the previous regime, when I saw this in title only
14 I came in prepared to vote against this situation
15 tonight. But I talked with our chairman coming in. I
16 thought we were going to get the rush job like we used
17 to get and not have a full discussion. And from his
18 description, we will be having continued town hall
19 meetings.
20 My constituents in District 7 had requested a
21 meeting this previous weekend and we'll set that up
22 soon. But there has to be a meeting with all of our
23 council members and, of course, the public invited,
24 too, to hash out all the pros and cons before a
25 proposed ordinance is even put up for consideration. I
26 still feel like there's funds in our budget that can be
27 re-prioritized. This year is the first budget I voted
28 approving in I guess about ten, twelve years.
29 GRACIE FLOYD: Twenty.
30 CINDY WILSON: And that was because we
31 made a lot of adjustments. Mr. Sanders got in, a
32 welcome addition to our council, he reviewed a lot of
33 our permitting costs which I had not looked at since
34 the great depression that we went through. The study
35 came back that all the counties around us were charging
36 a whole lot more, so we've increased those fees up to
37 level of the surrounding counties.
38 Also, the driveway apron budget which is in the
39 roads and bridges budget is about three hundred and
40 seventy-five thousand, I believe, and that funding is
41 now in a situation where developers have to pay for
42 their own aprons instead of the county taxpayers. But
43 if you citizens have a driveway apron that needs to be
44 repaired or one put in for you, that's still covered.
45 So that allowed the county budget not to increase our
46 levy this year. And that was very, very heartening to
47 know that. There's still more that needs to be done,
48 but still in all no paving to speak of has been done
49 except in this year's budget between C-fund money and
50 the money that we put forward in last year's budget

1 that's now being paved. From 2003 until most of this
2 council was seated in 2009, there had been no paving in
3 Anderson County. Our funds were being used for, shall
4 I say, wine, women and song, by the previous
5 administrator. The funding -- this county got fleeced
6 out of about a quarter of a billion dollars from deals
7 that were done. And you can do the math in your own
8 mind and know where this came from. Our landfill was
9 given away for two million dollars; no public
10 competitive bidding. Mr. Daniel, who did the forensic
11 audit on what could be found of the contract -- we
12 still don't have a completed, executed contract -- it
13 was kicking off, according to public documentation ten
14 to thirteen million a year for the group that bought
15 it. The Civic Center property was given away, same
16 thing, no public competitive bidding, and sold for like
17 three hundred and sixty-five thousand. It was worth
18 about four million. Those people flipped it three
19 months later for three and a half million.

20 Y'all it's hard to overcome that kind of tyranny
21 that we have had to work through. But the good thing
22 is, our county, in spite of that baggage and the
23 recession, we came out, according to the Wall Street
24 Journal, one of the top ten counties in the nation for
25 economic development. That can only be attributed to
26 the good citizens of this county and the county staff
27 and the county council working so hard together with
28 industries and learning institutions to turn this ship
29 around.

30 So, no, we're not perfect yet, but we've surely
31 come a long ways and we still have a ways to go. But I
32 will never vote for anything that I don't feel like we
33 have our county citizens and all of us pulling together
34 and in agreement on. I will vote for this in title
35 only tonight, but there will be lots more coming. And
36 we do desperately want your input and your
37 participation with us. Thank you.

38 TOMMY DUNN: Thank you, Ms. Wilson.
39 Anyone else? Mr. Graham and then go to you, Ms. Floyd.
40 Mr. Graham.

41 RAY GRAHAM: Thank you, Mr. Chairman.
42 Just a couple of things. I definitely want to commend
43 each council member for all the district meetings that
44 we've had concerning this. Since I've been on council,
45 this has probably been one of the most widely spoken-
46 about topics that we've had. And in doing so, it's
47 also been the most engaging as far as with our
48 citizens. I'll be honest with you. I still have
49 questions. People in my district still has multiple
50 questions concerning this. One thing that I have

1 learned through this process is I think every one that
2 I've spoken with agrees; we have issues with our roads.
3 The question is how do we fix them? How do we cover
4 that cost?

5 So, you know, with that being said, we definitely
6 have a lot of ways to go on this. I am willing to
7 support this tonight. My only thing -- request to my
8 fellow council members would be in between readings of
9 two and three, the second and third readings is that we
10 have enough time to get back out in our district.
11 During these meetings that we've had, we have shared so
12 much information. We have gotten so much information.
13 We have got so much -- many comments from citizens,
14 anywhere from just your average Joe, your local farmer,
15 to you know, people that's been in business their
16 entire lives, local businesses, corporate businesses.
17 I mean we have talked to all levels of education.
18 Everybody has some input. A lot of great ideas have
19 been shared.

20 Doing this as title only, this is nothing more than
21 a process for us to get it started. I don't think no
22 council member up here is willing to pass this as far
23 as the final reading in title only. We can't do that.
24 So there's a lot of information that we've got to
25 still, just among ourselves, talk it out. I look
26 forward to meeting on that second reading and
27 determine, you know, what is the final suggestion as
28 far as to moving forward with. What are we going to do
29 as far as allowing some breaks on some individuals,
30 some we're not. What is the answer there? There's a
31 lot of questions unanswered for us to move forward and
32 say, well, this is the third reading, guys, let's vote
33 on it. I think we're a ways from that. But I think
34 we're strongly working hard on getting toward that
35 point. At that point, I mean I hope each and every one
36 is going to vote at the end of the day what's best for
37 our district. We all realize we've got issues with our
38 roads. We've got to make a stand and determine what's
39 our best option for Anderson County. Not for myself,
40 not for individuals that's in my district, but the
41 entire Anderson County, our entire districts.

42 We've got a lot of information that we've still got
43 to gather. I'm definitely planning on still having
44 meetings in District 3 as we kind of, I guess, solidify
45 some of these questions that's really unanswered right
46 now. You know, what are some of the things that we're
47 going to do? What's going to be included on this? And
48 in doing so, I want to go back and share it with my
49 citizens. That's what they've all asked for; you know,
50 what are we going to support, what are we moving

1 forward with?

2 Again, everybody realizes we've got issues with our
3 roads. Everybody realizes we've got to take a stand
4 and do something about it. But we have not nailed that
5 final thing as far as this is the correct-all, this is
6 what we need to lean toward, this is what we need to
7 move forward with. We've still working at it. Again,
8 I mean I commend our council members. Each and every
9 one of us, I guarantee you, when it comes to this road
10 topic there's things that every one of us agrees on and
11 there's things that there's probably only one or two
12 that agrees on. But we're going to have to somehow
13 come together and determine what's best for Anderson
14 County and what do we need to move forward on? Do we
15 need to scrap this and go to something else? I don't
16 know. If we do scrap it and go to something else, we'd
17 better be willing to pick something else up. Because
18 we can't just keep punching this ball down the road and
19 hoping the state is going to come in and fix our roads
20 or Joe Blow down the street is going to come in and
21 give us a lot of money to fix our roads. That's not
22 going to happen.

23 We're not going to save this kind of money in a
24 budget. We're not going to raise this type of millage
25 in a budget. So again, we've got to somehow figure out
26 what is the answer, how do we move forward and make the
27 best decision? I'm looking forward to that. I mean
28 it's probably one of the toughest decisions that we've
29 came up with as far as since I've been on council. But
30 we've got to make that decision.

31 Again, Mr. Chairman, I just hope that between the
32 second and third reading that we will allow ourselves
33 time to get back in our community. But again, I
34 appreciate what everybody has done on this. I know
35 it's been a lot of late nights at community meetings.
36 Look forward to hopefully coming up with a decision on
37 what's best.

38 TOMMY DUNN: Along those lines, not only
39 before second reading we're going to have -- council is
40 going to have workshop, not to vote on nothing, but to
41 put the nuts and bolts together on something.

42 Ms. Floyd.

43 GRACIE FLOYD: Okay. Thank you. The only
44 thing I wanted to say was that District 2 have not had
45 a community -- full community meeting. We have had
46 community meetings of spot in the district and we have
47 had community meetings with all the leaders. So please
48 look out for District 2's community meeting.

49 Now, I understand that some of the community
50 meetings were well attended. Some of them were not.

1 So I don't know how well we're getting the news out,
2 but I didn't -- I was hoping that they would wait until
3 we had all of the meetings done before they brought it
4 -- because it's not ready to be voted for yet. Okay.
5 And I think our biggest -- the biggest thing we've done
6 this year is stuff that was -- really people were
7 talking about was the budget this year. Uh-huh
8 (affirmative). We've still proud of what happened to
9 the budget, and they were talking about it. And I
10 thank you.

11 TOMMY DUNN: Thank you, Ms. Floyd.
12 Mr. Sanders.

13 BRETT SANDERS: Mr. Chairman, I would just
14 like to say that -- and commend all the council
15 members, the community meetings we had. Not only have
16 I attended the ones in my district. I've went to
17 everyone's meetings. I think I missed one. I was out
18 of town. I understand some of the comments looking in
19 the budget. I think that needs to continue. But also
20 I would love to see, and it has been discussed but
21 nothing's in concrete, a four-year sunset clause. And
22 if people look at it from an investment point of view,
23 say you have four cars, you're talking twenty-seven
24 cents a day to get sixteen million dollars worth of
25 paving over four years. And we're talking paving
26 outside your window, as Councilman Davis said. I think
27 I heard someone mention about the state. I've reached
28 out to not only my state representative but state
29 representatives in every district and asked for help.
30 It's a problem that's going to have to be addressed.
31 It is a problem that everything else is status quo.
32 We're working, we're looking, we're trying. I think
33 our budget this past year is a fine example of thinking
34 outside the box, looking for new alternatives, looking
35 for new ways. But we've got to do something. These
36 roads, they're rated, and we can keep -- this four
37 million dollars per year will allow us to keep some of
38 these roads that's in the hundred thousand dollar, a
39 hundred fifty, two hundred thousand mile maintenance
40 versus five hundred thousand. And I would love to see
41 a four-year sunset clause to where we can actually
42 look, come back to the people and say, hey, this is
43 working, this is not working, this needs to be
44 adjusted. But as of right now I'm not ready to vote on
45 a road fee, but I support title only and I look forward
46 to working with council members. I heard a lot of
47 people complain. I think I've seen two people that
48 were actually attending the meetings. Check out the
49 county website, attend the meetings. I think the
50 majority of meetings I've been to, everyone comes in,

1 just like I would have, oh, I'm against this tax. And
2 as things get explained and clarified and a better
3 understanding of what's going on at our state levels,
4 people -- I don't want to say -- they understand that
5 there is an issue and we have a serious issue that's
6 growing exponentially and it's going to have to be
7 addressed. I hope we can all get together and work
8 something out to help the citizens of Anderson. Thank
9 you, sir.

10 TOMMY DUNN: Thank you. Anyone else?

11 CRAIG WOOTEN: I think from my standpoint,
12 you know, just bringing commentary on this, I think so
13 much of life as I get older is timing. I joke
14 sometimes if I had proposed to my wife a month earlier
15 or a month later she would probably say no. But I
16 caught her at the right time. That's what gives me
17 reservations about this is because I represent a lot of
18 the city and, you know, within this time frame we have
19 been hit with an increased Duke Energy; we have been
20 hit with increased sewer rates, increased water rates,
21 increased sales tax. And so in saying that, it's not
22 lost on me that there's a cumulative effect no matter
23 what government entity it comes from. And that should
24 definitely be recognized in a citizen, but using the
25 same determination of timing, with every passing second
26 or minute, day, year, our roads get worse. And we will
27 have to engage on them at some point. And at every
28 juncture that you engage that's not today then the cost
29 rises exponentially and you're playing a game of sort
30 of cake walk or hot potato.

31 And so I don't think that we can ignore the problem
32 and not continue the debate on it. I would say from
33 the state's perspective, I understand what some citizen
34 said earlier, I don't understand all the nuances of
35 what's available to us. I know we are constantly
36 advocating for, you know, issues here on the ground and
37 we're communicating to the state. But I also realize
38 that the state is allocating scarce resources among
39 competing ends and they have things that they have to
40 make decisions on that are outside of our purview. So
41 any way that we can continue that conversation, I mean,
42 I think that is, bar none, something that would be good
43 for us. And having said that, I guess we have to
44 acknowledge that there is a road problem. But, you
45 know, in doing so we also have to acknowledge all the
46 other factors that are in place.

47 So I do commend my fellow council members. I don't
48 think any issue has been talked about more or more in
49 depth with citizens than this issue has and the
50 willingness to get feedback across district lines is

1 what we're elected to do, is listen to the people. So
2 I appreciate the time.

3 TOMMY DUNN: Thank you. All in favor of
4 the motion show of hands. All opposed. In favor Mr.
5 Davis, Mr. Sanders, Mr. Dunn, Mr. Graham, Ms. Wilson.
6 Opposed? Did I call for opposed? You oppose? Craig,
7 you oppose? Show Ms. Floyd and Mr. Wooten opposed.

8 Moving on to item number (c), be 8(c), 2019-044, an
9 ordinance authorizing the execution and delivery of a
10 fee in lieu of tax and incentive agreement by and
11 between Anderson County, South Carolina and a company
12 identified for the time being as Project Augustus, with
13 respect to certain economic development property to be
14 located at one or more locations in the county, whereby
15 such property will be subject to certain payments in
16 lieu of taxes, Project Augustus.

17 Do we have a motion to put this on the floor?

18 CINDY WILSON: So moved.

19 TOMMY DUNN: Motion Ms. Wilson. Do we
20 have a second? Second Mr. Graham. Mr. Nelson, do you
21 want to ---

22 BURRISS NELSON: Thank you, Mr. Chairman,
23 members of council, this again is much like the project
24 we had several months ago. A development company has
25 come to Anderson. They've bought land. They're going
26 to build with their own money buildings that are for
27 warehouse or industrial projects, anywhere from a
28 hundred thousand to two hundred thousand. They've
29 simply asked us to discount the property tax for the
30 first couple of years to give them a chance to recoup a
31 little bit of their money in the investment of sewer,
32 water lines and in paving that they'll have to do from
33 state and county roads.

34 This is the best of all worlds, especially when
35 you're using other people's money for the development
36 side. It's a multi-county industrial -- it's a fee in
37 lieu of taxes infrastructure credit and it's eighty-
38 five percent SSRC for the first five years; thirty-five
39 percent for the years following. Taxes on the property
40 that they're choosing this year is sixty dollars and
41 five cents. Six zero point zero five. And the 2021
42 projected taxes, twenty-eight thousand three hundred
43 and thirty-nine dollars, and that's just for building
44 one. And over thirty years property tax, three million
45 two hundred and eleven dollars -- two hundred and
46 eleven thousand dollars seven hundred and twenty
47 dollars.

48 But anyhow that comes to council as a
49 recommendation from staff and from the Economic
50 Development Advisory Board.

1 TOMMY DUNN: Do we have anymore
2 discussion? Ms. Wilson.

3 CINDY WILSON: Mr. Chairman, I will vote
4 for this first reading tonight, but Mr. Nelson is
5 getting me some more information. There were a few
6 items that I had some questions about. Thank you.

7 TOMMY DUNN: Anyone else? All in favor
8 of the motion show of hands. Opposed like sign. Show
9 the motion carries unanimously.
10 If there's no objection we're going to take about a
11 five-minute break.

12 **BREAK**

13 TOMMY DUNN: ... 2019-045, an ordinance
14 to approve a ground lease by and between Anderson
15 County, South Carolina and Tri-County Technical College
16 for the site at the Anderson Regional Airport for heavy
17 equipment operator training and for a site at the TTI
18 Pearman Dairy Road facility for a lineman training
19 school. And I believe we've already had an agreement
20 for them using the place at the airport now for some
21 time. Mr. Burns.

22 RUSTY BURNS: The place at the airport
23 for some time is an ongoing request. And then on a
24 piece of land that we will not be using, they will
25 conduct a lineman training school on the old TTI site
26 on Highway 28.

27 TOMMY DUNN: Ms. Floyd.

28 GRACIE FLOYD: Is this where we were going
29 to put that department?

30 RUSTY BURNS: This is raw land way over
31 to the side. It does not affect anything that the
32 county is going to do.

33 GRACIE FLOYD: Okay. Let me understand
34 now. Let me understand. This is Tri-County Tech?

35 RUSTY BURNS: Tri-County Tech ---

36 GRACIE FLOYD: And they're going to come
37 to the airport first?

38 RUSTY BURNS: They have been at the
39 airport for some time using land that is on the airport
40 and they use it for heavy equipment training.

41 GRACIE FLOYD: Okay. That's where a
42 couple of years ago we were going to use that for the
43 Caterpillar thing.

44 RUSTY BURNS: That's what -- they're
45 still using it.

46 GRACIE FLOYD: Okay. But not for
47 Caterpillar, though, because they didn't come?

48 RUSTY BURNS: No, not Caterpillar, but
49 they're using it for that.

50 GRACIE FLOYD: But now Tri-County Tech

1 wants to go up there where we're going in the old Ryobi
2 building?

3 RUSTY BURNS: They want to go on that
4 property on a piece of land. Basically what they're
5 going to do is they're going to put up some poles to
6 teach people how to climb poles to be linemen.

7 GRACIE FLOYD: Okay. All right. And they
8 could use that up at the Tri-County building -- I mean
9 up there in Pendleton to do it?

10 RUSTY BURNS: No, ma'am. They requested
11 that they use that site.

12 GRACIE FLOYD: Are they paying us anything
13 for it?

14 RUSTY BURNS: No, ma'am.

15 GRACIE FLOYD: Are we paying them
16 anything?

17 RUSTY BURNS: No, ma'am.

18 GRACIE FLOYD: We ought to get something
19 out of it.

20 RUSTY BURNS: When that building was
21 given to the county, one of the ideas was that we would
22 have training for citizens in Anderson County at that
23 facility.

24 GRACIE FLOYD: But Ryobi gave us the
25 building; isn't that correct?

26 RUSTY BURNS: Ryobi gave us the building.
27 It was purchased using state funds, so it's our
28 building.

29 GRACIE FLOYD: Okay. I'm not -- we'll
30 talk.

31 BRETT SANDERS: Mr. Chairman?

32 TOMMY DUNN: Mr. Sanders, if Ms. Floyd
33 is through?

34 GRACIE FLOYD: Yes, I am. Thank you.

35 TOMMY DUNN: Yeah, Mr. Sanders.

36 BRETT SANDERS: Mr. Burns, we've actually
37 negotiated a lease with them on using part of that and
38 that came in under that lease that we did with them.

39 RUSTY BURNS: That's originally, and
40 there's no cost. But as you well know, since you're
41 chairman of that committee, they're looking to locate
42 an asphalt lab out at that same facility that serves
43 the whole state of South Carolina and also provides
44 that training. They will be paying market rate on that
45 facility, but that will be inside the building. But
46 we're talking now if you were looking at the Ryobi
47 building straight, if you look way off to the side on
48 land that is completely worthless, all they want to do
49 is put up some poles to teach people how to climb
50 poles.

1 BRETT SANDERS: And that was sort of a
2 caveat to the lease that we done -- I thought we said,
3 hey, you're leasing this, we'll allow you to use this
4 useless property down here ---
5 RUSTY BURNS: You're right; yes, sir.
6 BRETT SANDERS: --- in the blood plain to
7 do your line training?
8 RUSTY BURNS: Yes, sir.
9 BRETT SANDERS: Okay. Thank you.
10 CINDY WILSON: May I, Mr. Chairman?
11 TOMMY DUNN: Yes, ma'am, Ms. Wilson.
12 CINDY WILSON: I would like to see this
13 sketched off on an aerial. But it was interesting, I
14 think earlier last week or maybe this week there was an
15 article in the Wall Street Journal about the shortage
16 of linemen.
17 RUSTY BURNS: A big shortage.
18 CINDY WILSON: They're trying to recruit
19 women now. And on the termination, let's see, this is
20 a ground lease that runs from 1 August 2019 to 31 July
21 2024, so it's like a five-year lease. And we have
22 termination capabilities if we have higher and better
23 uses of those properties.
24 RUSTY BURNS: Yes, ma'am.
25 CINDY WILSON: Thank you.
26 RAY GRAHAM: Mr. Chairman?
27 TOMMY DUNN: Mr. Graham.
28 RAY GRAHAM: This is nothing more than
29 basically continuing moving forward with a partnership
30 that we've had for years.
31 RUSTY BURNS: That we've had for years
32 with Tri-County Tech. There's a shortage, as you know,
33 as every member of council knows, getting people to
34 work in the asphalt and paving industry. It's a severe
35 shortage. This is an opportunity that Tri-County uses
36 to train these individuals, Anderson County
37 individuals. The same thing with the lineman school,
38 as Ms. Wilson just eluded to, there is a shortage in
39 the United States of America not having enough linemen
40 to do the work that's necessary. And so if they can
41 train Anderson County people here in Anderson County on
42 that property which is in essence useless property and
43 the only thing it's good for is to put a pole up there,
44 I would think that would be a win-win for us.
45 RAY GRAHAM: Well, something else is we
46 -- correct me if I'm wrong -- but we would not be
47 fortunate enough to have the growth that we currently
48 have with economic development which affects our local
49 sheriff's department, our fire department, our local
50 communities, our tax base, everything we're doing, we

1 would not have the growth with this economic
2 development without the partnership with Tri-County
3 Tech stepping up and ensuring these people has the
4 proper training and everything else. That is our ace
5 in the hole on the majority of growth that we have.

6 RUSTY BURNS: They go hand-in-glove with
7 Tri-County Tech. Ninety percent of the time after
8 we've made initial contact, the next question is, who's
9 going to train our workers? Where are they going to
10 get these skills? Tri-County Tech will go with us to
11 those meetings, they will set up special training for
12 training those people. They just had the first class
13 for Arthrex up at the new training facility up in Sandy
14 Springs. Those people are already working in that
15 plant making a product, not for sale, but making the
16 product, learning how to do the process. So everything
17 we do, we usually do with Tri-County Tech.

18 RAY GRAHAM: I just want to commend
19 Councilman Sanders and the committee for not only
20 finding a use for land that really had no value to us,
21 but we are getting a true value on this. Again, we're
22 growing our partnership. But definitely a great job to
23 the committee on what they've done with this and look
24 forward to continued opportunities with Tri-County.

25 RUSTY BURNS: Yes, sir.

26 TOMMY DUNN: All in favor of the motion
27 show of hands. Opposed like sign. Show the motion
28 carries unanimously.

29 Moving on to item number 8(c), 2019-046, an
30 ordinance to approve an amendment to the fee in lieu of
31 tax agreement and infrastructure finance agreement
32 between Anderson County, South Carolina and Ortec, Inc.
33 so as to add the town of Pendleton as a party to the
34 agreements. Do we have a motion to put this on the
35 floor?

36 CINDY WILSON: So moved.

37 BRETT SANDERS: Second.

38 TOMMY DUNN: Motion by Ms. Wilson;
39 second by Mr. Sanders. Mr. Nelson.

40 BURRISS NELSON: Mr. Chairman, members of
41 council, thank you for allowing me to present.

42 This is merely the Ortec project, Projects Smokey
43 and Rocky, which total over forty million dollars in
44 capital investment. They're in the old Westinghouse
45 Isola building. They bought that building and put the
46 manufacturing facility in there creating over a hundred
47 jobs. Payroll, their average pay is twenty-two dollars
48 an hour. Average annual salary is over four million
49 dollars. To be able to continue their operation, they
50 needed additional sewer and water service and they

1 annexed into the city of Pendleton. And of course,
2 that adds on the Pendleton millage rate to the project.
3 So it increased their millage. This discounts the
4 property tax for that to even that up a little bit so
5 they're not paying quite as much as they were in the
6 past, would have, if it just stayed in the county. So
7 it's an opportunity for them to be able to get
8 additional infrastructure and put them together with
9 the town of Pendleton and additionally to assist
10 Pendleton in their tax base.

11 BRETT SANDERS: Mr. Chairman?

12 TOMMY DUNN: Yes, sir.

13 BRETT SANDERS: Mr. Nelson, this was
14 actually an old Brownfield site; right?

15 BURRISS NELSON: Yes, sir.

16 BRETT SANDERS: So it's a perfect example
17 of utilizing and making use of a Brownfield site?

18 BURRISS NELSON: Yes, sir. It has some
19 issues, but they're working on cleaning it up. I
20 believe they have a BCC.

21 BRETT SANDERS: Thank you. Appreciate what
22 you do.

23 GRACIE FLOYD: Mr. Chairman?

24 TOMMY DUNN: Ms. Floyd.

25 GRACIE FLOYD: Mr. Nelson, Burriss, I have
26 sixty jobs. Did I miswrite it down? You told me they
27 were going to increase it to sixty jobs.

28 BURRISS NELSON: Well, they had forty that
29 they had from Project Smokey, the original project.
30 That was about a twenty million dollar capital
31 investment. They continued to expand it another twenty
32 million, adding additional employees. They're over the
33 hundred and five total jobs now.

34 GRACIE FLOYD: But they got sixty jobs,
35 that's what it is?

36 BURRISS NELSON: Originally. That was the
37 original project. There's two projects. They've just
38 kept expanding and growing on the same site.

39 GRACIE FLOYD: Okay.

40 TOMMY DUNN: Is that it? Keep in mind
41 all we're doing is just adding Pendleton to this
42 agreement, from my understanding, the town of
43 Pendleton.

44 BURRISS NELSON: Yes, sir.

45 TOMMY DUNN: All in favor of the motion
46 show of hands. Opposed like sign. Show the motion
47 carries unanimously.

48 Now we'll be moving on to item number 9(a), 2019-
49 036, a resolution authorizing, under certain
50 conditions, the execution and delivery by Anderson

1 County, South Carolina of a fee in lieu of tax and
2 incentive agreement with a company identified for the
3 time being as Project Augustus with respect to
4 commercial and/or industrial projects to be located at
5 one or more locations in the county, whereby the
6 project would be subject to payment of certain fees in
7 lieu of taxes and the provision of certain special
8 source revenue credits; and providing for related
9 matters. This, along with the project we just vote on,
10 two or three votes ago. Do we have a motion to move
11 this forward?

12 JIMMY DAVIS: So moved.

13 CINDY WILSON: So moved.

14 TOMMY DUNN: Motion Mr. Davis; second by
15 Ms. Wilson. Mr. Nelson, do you want to comment on
16 this?

17 BURRISS NELSON: Nothing other than you're
18 correct, sir, that's the companion piece to 2019-044 at
19 8(c), item 8(c). Thank you, sir.

20 TOMMY DUNN: Any discussion? All in
21 favor of the motion show of hands. Opposed like sign.
22 Show the motion carries unanimously.

23 Now moving on to 9(b), 2019-037, a resolution to
24 certify the Old Isola Laminate Systems Property at 500
25 Westinghouse Drive in Anderson County, South Carolina
26 as an abandoned building site. Do we have a motion to
27 move this forward?

28 CINDY WILSON: So moved.

29 TOMMY DUNN: Motion Ms. Wilson. Do we
30 have a second?

31 CRAIG WOOTEN: Second.

32 TOMMY DUNN: Second Mr. Wooten. Mr.
33 Nelson, do you want to say anything?

34 BURRISS NELSON: Mr. Chairman, members of
35 council, thank you for giving me the opportunity to
36 explain. Ortec took the -- has purchased what was in
37 the beginning the Westinghouse facility, later became
38 Isola, then was abandoned and empty for ten or eleven
39 years with nothing there. They bought the building and
40 began some repairs. Because it was an abandoned
41 building, nothing there, they actually have a fully
42 functional and operating business in there, they're
43 allowed to apply for this abandoned building credit.
44 And it's a credit against their corporate income tax.
45 By this resolution we merely say that they are a
46 company in good standing, hiring people, making capital
47 investment, and they have certainly paid their property
48 tax. So this is an opportunity for them to get a
49 little bit of additional income in the house. And it's
50 nothing to do with the county other than we're just

1 saying they're a good company and they're operating.
2 TOMMY DUNN: Any discussion? All in
3 favor of the motion show of hands. Opposed like sign.
4 Show the motion carries unanimously.
5 BURRISS NELSON: Thank you, sir. Thank you
6 for your support.
7 TOMMY DUNN: Thank you.
8 Moving on to item number 10, bid approvals. This
9 will be bid number 20-004, the Chris Taylor Park
10 improvements. This was put in the budget, voted on and
11 passed, and this was put out for bids. Ms. Davis, do
12 you want to add anything to this?
13 RITA DAVIS: I would like to point out
14 that this is a furtherance of the projects that Mr.
15 Wooten's Park & Rec Ad Hoc Committee (mic cutting out)
16 money was set aside, accommodations fee (mic cutting
17 out) and council voted to do those projects and we're
18 just (mic cutting out).
19 TOMMY DUNN: Thank you. Do we have a
20 motion to move this forward?
21 CRAIG WOOTEN: So moved.
22 TOMMY DUNN: Motion Mr. Wooten. Do we
23 have a second? Second Mr. Sanders. Any discussion?
24 CRAIG WOOTEN: Just for clarification,
25 this is ATAX money which comes from outside the county
26 in the form of revenue for people staying in hotels.
27 So this is a positive thing that allows us to upgrade
28 our parks for our children and our people to use.
29 TOMMY DUNN: All in favor of the motion
30 show of hands. Opposed like sign. Show the motion
31 carries unanimously.
32 Moving on to item number 11, Capital, this was
33 voter registration and elections. This is -- we've all
34 seen this. This is a place to help them store their
35 equipment, get it to site and back to site in secure
36 manner, what needs to be done. Ms. Wilson -- I'm sorry
37 -- Ms. Davis, do you have anything you want to add?
38 RITA DAVIS: I would just like to say
39 that we've put up to two hundred and fifty in
40 contingency just because when the state had advised
41 that we were getting new voting registration equipment,
42 it's here and so these carts will be able to --
43 actually it's taller than me, which isn't saying much,
44 but you can put the actual apparatus where the ballots
45 go into, this is for security purposes. The voting
46 machines that fit that you walk up and vote on will be
47 in there. All the items that the poll workers will
48 need in their bags will be in this cart. And also
49 there are seven partitions so that you can vote
50 securely will be in there. So we're asking council for

1 seventy-nine of these. These are our polling
2 precincts. So it is in the budget. The Department of
3 Homeland Security has approved these. I will point out
4 that the State Election Commission has negotiated and
5 it's ten thousand dollars less than what they
6 originally had advised, print elect, the original quote
7 and so it'll be Sole Source to them. And so this will
8 just ensure that each one of these polling locations
9 that the items are stored and secured and deployed in
10 an organized manner so that items aren't left out
11 whenever -- because next Mr. Burns has to address how
12 are we going to get these to the polling locations?
13 Heretofore, poll workers and poll managers would just
14 come get their equipment. But these are so large that
15 this will facilitate the deployment of the necessary
16 equipment to the polling locations.

17 TOMMY DUNN: Do we have a motion to move
18 this forward?

19 CINDY WILSON: So moved.

20 TOMMY DUNN: Motion Ms. Wilson. Second
21 by Mr. Davis. Now discussion?

22 GRACIE FLOYD: Yes.

23 TOMMY DUNN: Ms. Floyd.

24 GRACIE FLOYD: All right. Mr. Burns,
25 remember that I called you over the weekend and when
26 you called me back I couldn't remember.

27 RUSTY BURNS: Yes, ma'am.

28 GRACIE FLOYD: That's what it was I wanted
29 to talk to you about.

30 RUSTY BURNS: Yes, ma'am.

31 GRACIE FLOYD: I saw the information when
32 it came to my house on Friday, but I was astounded by
33 the prices of them. They're the most inexpensive
34 things that we can get?

35 RUSTY BURNS: Those are the ones that
36 have been approved by everybody, Homeland Security,
37 State Election Commission; they did the negotiation on
38 the purchase price. We budgeted, off the top of my
39 head, two hundred and twenty-five thousand, I think,
40 that Rita just stated, and I think we're coming in
41 about half of that, Rita?

42 RITA DAVIS: Yes, sir, less.

43 RUSTY BURNS: Less than that. And so
44 this is money that council voted to put in the budget.
45 It just turns out to be only half as much as we needed.

46 GRACIE FLOYD: Okay. All right. So I
47 guess it turned out -- but gosh, when I saw the prices
48 of them. We're getting how many of them?

49 RITA DAVIS: Seventy-nine.

50 GRACIE FLOYD: Yes.

1 RUSTY BURNS: For each polling place.
2 RITA DAVIS: And they're huge.
3 GRACIE FLOYD: Well, we shall see. Thank
4 you.
5 TOMMY DUNN: Anyone else? I just want
6 to point out, somebody made a statement earlier tonight
7 about so-called we save about state mandates. This is
8 another prime example right here; state mandate. It's
9 greatly needed. It ain't our people in Anderson
10 County's fault, but that is a thing. Just keep on and
11 on and on. More to come, we want good, safe, honest
12 elections, and this is going to make it easier on our
13 voter registration people, I think, to keep up with
14 this. And they've worked out a good thing to store
15 them and all, but it's just another one of these things
16 mandated and they don't send a check with it. It ain't
17 just something we just make up in our minds.
18 CINDY WILSON: It'll be really good to see
19 how that paper ballot prints out. I'd like to see how
20 all that process works. Thank you.
21 TOMMY DUNN: All in favor of the motion
22 show of hands. Opposed like sign. Show the motion
23 carries unanimously.
24 Moving on, approval of certification of the 2019
25 tax levy to county auditor. This is what we do every
26 year. Mr. Hunter has asked for this. Hasn't changed.
27 Same thing. Be no tax increase. So do we have a
28 motion to move this forward?
29 JIMMY DAVIS: So moved.
30 TOMMY DUNN: Motion Mr. Davis; second
31 Mr. Graham. Any discussion? All in favor of the
32 motion show of hands. Opposed like sign. Show the
33 motion carries unanimously.
34 If there's no objections, and this is in District
35 1, we've got three road, Bronson Ridge, Bronson Road
36 and Greer Farm Lane. Mr. Burns, all of these has been
37 recommended by our road department and met all our
38 standards. Do we have a motion to move all three of
39 these roads into our system?
40 CRAIG WOOTEN: So moved.
41 TOMMY DUNN: Motion Mr. Wooten. Do we
42 have a second?
43 CINDY WILSON: Second.
44 TOMMY DUNN: Second Ms. Wilson. Any
45 discussion? All in favor of the motion show of hands.
46 Opposed like sign. You approve this, Ms. Floyd?
47 GRACIE FLOYD: I raised my hand.
48 TOMMY DUNN: Okay. I'm sorry.
49 Show the motion carries unanimously.
50 Now moving on to item number 14, a report from the

1 Public Safety Committee of the August 30, 2019 meeting.
2 Chairman Graham.

3 RAY GRAHAM: Thank you, Mr. Chairman.
4 First of all, on August 30th at the Public Safety
5 Meeting, item number 3 was for radio fees for Belton,
6 Honea Path and Williamston. It really is not a fee.
7 It's actually basically a request from Williamston, I
8 think was one radio; from Honea Path, I think was four
9 radios, and for Belton, I think was two, if I remember
10 correctly. This is a common practice with Mark
11 Williamson basically renegotiating the contract with
12 Pal 8. Actually this time when we come to council, it
13 comes at no cost to us because he done a great job as
14 far as renegotiating that contract. So basically this
15 is nothing more than a proper procedure to ensure that
16 we give radio communications to go ahead to move
17 forward as far as cutting these radios on for these
18 municipalities. This does come forth in a
19 recommendation from Public Safety. And Mr. Chairman,
20 I'd ask full council for support.

21 TOMMY DUNN: Doesn't need a second
22 coming from committee. Any discussion? All in favor
23 of the motion show of hands. Opposed like sign. Show
24 the motion carries unanimously.
25 Moving on.

26 RAY GRAHAM: Thank you, Mr. Chairman.
27 Next thing on the list was the inmate healthcare
28 services. Major Vaughan, if you could step forward I'm
29 sure you can probably explain some of this a little bit
30 more. As he's coming forward basically we're looking
31 at redoing the contractual agreement that provides
32 healthcare to our inmates. And one thing, with our
33 recommendation, that I definitely want to share with
34 full council is the sheriff and his staff has basically
35 been able to come up with the money that this is going
36 to cost through their budget. So with that being said,
37 again this is something that's needed, something as far
38 as moving the detention facility forward, especially
39 with CJCC as far as providing proper care. This is
40 basically putting us in place to where we need to be as
41 far as the future.

42 Major Vaughan, if you want to go ahead and explain
43 what you've got as far as your bids and what you're
44 looking at doing with this.

45 MAJOR VAUGHAN: Absolutely.

46 TOMMY DUNN: And before he gets started,
47 I think all this is is just a question and asking to go
48 negotiate with this company.

49 MAJOR VAUGHAN: Absolutely. We're not
50 asking for any contracts. We don't even have any

1 contract sitting before us now. As a part of the RFQ
2 that we began back in May, RFQ's came back that were
3 scored. The company that ranked number one, the one
4 that we're actually trying to negotiate with now.
5 However, the reason why we're before council now is
6 because that price tag and what's (not speaking in mic
7 or mic cutting out) this year is greater. So that was
8 the only thing that we were asking permission to go
9 forward with the number one. If not we have the number
10 two that we can (mic cutting out) if negotiations does
11 not work.

12 TOMMY DUNN: But y'all feel very
13 strongly this is the way to go and your team scored
14 this, this is the team. And in the long run it's not
15 going to be much money difference but more of service.

16 MAJOR VAUGHAN: Absolutely. With the
17 services that this company is trying to provide us,
18 we're looking basically at a forty-four thousand dollar
19 difference, what they're providing us and we currently
20 have. It's not an amount, like Councilman Graham said,
21 that the sheriff's in full support of going forward
22 with no negotiations. We're not writing any contract
23 right now. We'll have to come back before the council
24 just to go forward and have talks.

25 TOMMY DUNN: This coming from a
26 committee, it doesn't need a second. Now open the
27 floor for discussion and questions. Mr. Sanders?

28 BRETT SANDERS: Yeah, with that difference
29 there's also a lot of intangibles that it's hard to
30 quantify, too.

31 MAJOR VAUGHAN: Absolutely. The increased
32 amount of staff that they're willing -- they've done an
33 analysis with the difference in our average daily
34 population from the contract we have now, they've
35 actually done an analysis based on four hundred and
36 twelve inmates in our facility. As of our average
37 population this month, we're at four oh nine. So
38 they're more in line with that, whereas our contract
39 currently is for three seventy-five. So any inmate
40 that we have in our facility over three seventy-five
41 currently, we have to pay additional charges. Other
42 intangibles that you brought up is CEO actually does
43 the training for their medical staff. Strongly
44 requires, very strong on his -- while we were talking
45 to him -- having our detention staff there, our
46 leaders, our shift supervisors and our booking officers
47 be a part of the training. Also that's something I
48 can't quantify because I don't know the dollar amount
49 that you would put on that. This company also has a
50 ninety-eight percent retention. That's a good thing.

1 And with the increase of the staffing that we have
2 there, I don't know how I could quantify whether
3 additional staffing there is going to allow officers to
4 bring individuals in our facility and not send them out
5 to the ER.

6 So another big thing is that's going to increase
7 our overtime. And one thing that they've actually
8 listed in their proposal is having psychiatry four
9 hours a week as part of our mental health initiative as
10 far as the Criminal Justice Coordinating Committee.

11 RAY GRAHAM: Thank you, Major Vaughan.

12 TOMMY DUNN: Anyone else?

13 CINDY WILSON: May I ask a quick question?

14 TOMMY DUNN: Ms. Wilson.

15 CINDY WILSON: I know this is a very
16 complicated area to work through. But is it feasible
17 to look at going back to a similar model that we were
18 using before we had an outside carrier come in where we
19 had staff and in-house people to monitor the health out
20 at the jail?

21 MAJOR VAUGHAN: That was before the
22 position I'm in now. We've had a contract with outside
23 independent contracting for medical since 2013. We're
24 big on doing our due diligence, going through and
25 looking at these contract a little bit more frequently.
26 Since I've been involved with the detention center
27 since 2017, I started going down that road and I've had
28 a lot of help from our detention staff. So I can't a
29 hundred percent answer that question (mic cutting out)
30 with respect to the liability. Going back with our own
31 places all the liability back on the county.

32 CINDY WILSON: Well, it does kind of
33 spread it a little bit with an outside entity. But
34 we're still in the chain of title, so to speak.
35 They'll come after us, too, if any mistakes are made.
36 Thank you.

37 RAY GRAHAM: Mr. Chairman?

38 TOMMY DUNN: Mr. Graham.

39 RAY GRAHAM: Just to kind of help answer
40 some of that. Ms. Wilson some of the biggest things is
41 there's so many regulations now. And when you look at
42 malpractice and everything else as far as on the
43 doctor's standpoint. And plus, you know, again the
44 liability that it would put on the county. You know,
45 some things are left best separated. And in having an
46 outside contractor, per se, doing this, in my opinion
47 it takes the ball out of their court as far as saying,
48 well, this inmate needs to go to the hospital or they
49 don't need to go to the hospital. There's no rhyme or
50 reason for them to say yes or no. It puts it out into

1 an outside contractor. That liability in itself is
2 tremendous. Not saying that our guys would do
3 something like that, but you can bet your tail they're
4 going to -- if something happened, some attorney is
5 going to step up and say, well, they didn't send that
6 individual to the hospital because. And I mean doing a
7 separate contract, that kind of removes that liability,
8 as well.

9 So there's several different things. I know they
10 have looked at -- they have been looking at this quite
11 a bit trying to determine what is the best direction.
12 It goes back looking at the CJCC, all the work and
13 effort that Anderson County has put in that. This
14 literally is following right in suit as far as what the
15 recommendations for that is. Moving that forward,
16 advancing to basically reduce recidivism, reduce some
17 of the issues where patients with some type of mental
18 health issues as far as coming back and forth in the
19 hospital -- I mean to the jail. Literally I mean it's
20 a revolving door almost. And providing this different
21 level of care is hopefully going to prepare us to
22 reduce that, as well, and give us better -- basically
23 get these patients -- or these inmates back into the
24 community and be a law abiding citizen, hopefully,
25 through the proper care.

26 TOMMY DUNN: Anyone else? All in favor
27 of the motion show of hands. Opposed like sign. Show
28 the motion carries unanimously.

29 Thank you, Major.

30 Moving on now to item number 5, East-West Connector
31 safety plan.

32 RAY GRAHAM: Thank you, Mr. Chairman.
33 Councilman Wooten, would you like to do this?

34 CRAIG WOOTEN: Sure.

35 RAY GRAHAM: I know you have spearheaded
36 this and I think it's a great plan.

37 CRAIG WOOTEN: Yes. Last council meeting
38 I had spoke with Chairman Graham about adding to the
39 agenda of the Public Safety meeting a safety plan for
40 the connector because we had talked about from the
41 money that was coming from the state that was sent to
42 us, they would expand the connector. And there's more
43 and more people walking or riding bikes on it. Fearful
44 at Ingles on 81; fearful at Applebee's on Clemson
45 Boulevard and even at the movie theater there will be a
46 lot of kids and bikes crossing. That's really busy
47 intersections, so we wanted to make sure that we do
48 that in a safe way. And then also any time you've got
49 a lot of people of all ages you want to make sure that
50 maybe we could have a blue light stand where, you know,

1 you get the phone or you hit the emergency button if
2 you're having chest pains or if a strange person is
3 following you or something like that. So these are
4 pretty inexpensive ways to make it safer. And we
5 talked with Steve Kelly, the EMS director, about the
6 easiest way to deploy these things. These will be
7 things that we're going to try to do over time as the
8 budget allows and do it with recommendations of EMS and
9 police.

10 TOMMY DUNN: Thank you, Mr. Wooten.

11 RAY GRAHAM: One thing on that, we did
12 look at some pricing on this and surprisingly it's
13 actually a fairly reasonable cost on this. Hopefully
14 that is something we can move forward with. That was
15 definitely, again, a great idea Mr. Wooten came up with
16 on that.

17 Going on down as far as franchise agreement and
18 application process. We're still working through --
19 we've got that in place. As council members know, we
20 voted on that last year. And we have got one
21 individual that's looking at possibly doing an
22 application and going through the process. So we're
23 trying to work out some kinks on that as far as
24 requirements and what we need to do on that.
25 Definitely have some more information on that probably
26 in meetings to come.

27 Dispatch, Steve has implemented some new SOGs as
28 far as the EMS dispatch. Basically some of the issues
29 we've had in the past as far as (change of audio)
30 procedures. We've got great dispatchers; great EMS
31 providers. Basically we just had to get everybody on
32 the same page. That's what this amounts to in a
33 nutshell. Steve has done great as far as implementing
34 these SOGs, along with staff at dispatch, and Director
35 Baker. Again, that's already -- technically has
36 already been implemented and we're just sharing an
37 update on that.

38 EMS fee schedule. As everyone knows we did not do
39 an increase as far as on the EMS supplement that the
40 county does to the providers this year. They basically
41 came to us wanting us to consider a possible EMS fee
42 increase. We've done that about a little over two
43 years ago. And basically what that does, in a
44 nutshell, the county regulates what they can and cannot
45 charge for a simple trip to the hospital, what it cost
46 for drugs or what not. With the cost of drugs and
47 everything else skyrocketing, they're basically wanting
48 to come up with a fee. Basically what we've done is we
49 recommended -- kind of left it at the table right now,
50 but the committee recommended to Steve to go back to

1 the Chiefs Association to basically, you know, poll the
2 local counties. Let's see what they're doing with the
3 fees. Let's see what -- are we in line with it, do we
4 need to go up, is it something we're hitting our
5 taxpayers on? Is it something their insurance is going
6 to cover? Basically where's the money being left on
7 the table? I think every one of the members of Public
8 Safety, along with Ms. Wilson that was there, our
9 biggest concern is, is this going to put another burden
10 on the taxpayers or is this something that the
11 insurance will cover? So we're looking into that, as
12 well, and hopefully we'll have some more information to
13 bring back to full council on that.

14 There's some discussion on medical control. We're
15 probably going to have some changes on that due to Dr.
16 Stoll was looking at possibly relinquishing that
17 position due to some obligations he has. With that
18 being said, we're probably looking at appointing
19 another medical control doctor. Naturally that will be
20 brought before full council for full council's support
21 as we move forward with that.

22 EMD process with new radio system. We've kind of
23 put that back with Steve and Mark Williams as far as --
24 got some ideas as far as what we can possibly go with.
25 The biggest thing is making sure it's going to interact
26 with the radio equipment and computer system that Mark
27 and them is discussing possibly going with in the near
28 future. So again, there's some more information to be
29 gained on that.

30 A lot of information that was shared at this
31 meeting, we had a lot to go over, but really the ones
32 that, again, that Public Safety had a vote on and
33 brought back to full council has already been taken
34 care of, but I did want to keep everybody informed as
35 far as where we stand on some of this. Definitely got
36 a lot going on and I'm sure we're going to be
37 discussing it some more at the next few meetings.

38 Thank you, Mr. Chairman.

39 TOMMY DUNN: Appreciate you, Chairman
40 Graham. I'd just like to add one comment. If you
41 would because it's very important and this has been
42 going on way too long, this medical control thing. We
43 should have something in place on that. Should have
44 done had something.

45 RAY GRAHAM: I agree.

46 TOMMY DUNN: I understand about the
47 doctor, but we need to move on. I understand -- I
48 think they're waiting on a new doctor to come in town
49 that's going to be in this. But if it ain't, we need
50 to get this one took care of. This affects our

1 citizens and everybody around. It's about quality
2 control. And we don't this study a few years ago.
3 That's one of the recommendations, we need to get this
4 and improve on this. So we need to make this happen
5 enough to move this on.

6 RAY GRAHAM: Mr. Chairman, I agree a
7 hundred percent on that. And we did discuss that. I
8 think our EMS system has made great strides in moving
9 forward. As fellow council members can attest to this,
10 that was one thing that I did say point blank we have
11 failed on. And if it's okay with council, I will go
12 back to Steve and let him know that we do need to move
13 through this process and try to get something in place.
14 We definitely don't want to hurry up by no means, but
15 we want to put the right person in the position. But
16 in the same respect, it is a very key part of this
17 process.

18 TOMMY DUNN: I don't think we'll be
19 hearing it after waiting as long as we've waited on it.

20 RAY GRAHAM: I agree.

21 TOMMY DUNN: I appreciate it.

22 Now moving on to item number 15, appointments. Mr.
23 Sanders.

24 BRETT SANDERS: Yes, sir, Mr. Chairman.
25 I'd like to put in the form of a motion for Harold D.
26 Durham, Jr. to fill a vacancy on the Land Use and
27 Zoning Board of Appeals.

28 TOMMY DUNN: Have a motion. Do I have a
29 second? Second Ms. Wilson. Any discussion? I think
30 that's a fine appointment and will do well. All in
31 favor of the motion show of hands. Opposed like sign.
32 Show the motion carries unanimously.

33 I think Ms. Wilson has got something.

34 CINDY WILSON: I do. With our disbanding
35 of the Citizen Advisory Zoning Board groups for
36 District 7, I have some wonderful volunteers. Tonight
37 I would like to appoint Ms. Catherine Bucks to the
38 Behavioral Service Board and Ms. Catherine Hamby to the
39 ATAX Board. Their applications are on file from
40 Citizen Advisory ---

41 TOMMY DUNN: I see them here. We have a
42 motion by Ms. Wilson. Do we have a second? Have a
43 second from Mr. Sanders. Any discussion? All in favor
44 of the motion show of hands. Opposed like sign. Show
45 the motion carries unanimously.

46 Anyone else have any appointments?

47 Moving on now, requests by council members. Mr.
48 Davis.

49 JIMMY DAVIS: Thank you, Mr. Chair. From
50 District 6's special projects fund, I would like to

1 allocate one thousand five hundred dollars to the Wren
2 High Bass Team -- it's not the Wren High, it's the Wren
3 Bass Team; middle school is included. And I would also
4 like to allocate one hundred dollars to FAVOR of
5 Anderson. I make that in the form of a motion.
6 TOMMY DUNN: Have a motion. Do I have a
7 second?
8 CINDY WILSON: Second.
9 TOMMY DUNN: Second Ms. Wilson. Any
10 discussion? All in favor of the motion show of hands.
11 Opposed like sign. Show the motion carries
12 unanimously. Anything else, Mr. Davis?
13 JIMMY DAVIS: No, sir.
14 TOMMY DUNN: Mr. Sanders.
15 BRETT SANDERS: Yes, sir. I'd like to put
16 them all ---
17 TOMMY DUNN: Go ahead. That'll be fine.
18 BRETT SANDERS: --- if I could. First Tee
19 of the Upstate, I'd like to give five hundred; Anderson
20 County Humane Society, three hundred; Faces and Voices
21 of Recovery, two hundred. I'd like to put that in the
22 form of a motion.
23 TOMMY DUNN: Have a motion by Mr.
24 Sanders. Have a second?
25 CINDY WILSON: Second.
26 TOMMY DUNN: Second Ms. Wilson. Any
27 discussion? All in favor of the motion show of hands.
28 Opposed like sign. Show the motion carries
29 unanimously. Anything else, Mr. Sanders?
30 BRETT SANDERS: No, sir. Thank you.
31 TOMMY DUNN: Ms. Floyd.
32 GRACIE FLOYD: (Mic not on)
33 TOMMY DUNN: That's a group; they've
34 been around a long time. I think they're on Whitner
35 Street. They do work for women that's been battered or
36 abused and other things, a shelter. And I think this
37 request is they requested for a frigidaire. They're in
38 deed of a frigidaire and they're trying to get money up
39 to get a frigidaire.
40 GRACIE FLOYD: Okay. Mr. Dunn, I don't
41 know how to do this, but may I suggest that they get in
42 touch with the Frigidaire company?
43 TOMMY DUNN: They have. They said they
44 quit doing that. They won't do nothing else, is my
45 understanding.
46 GRACIE FLOYD: Oh, you're kidding?
47 TOMMY DUNN: Yes, ma'am. Anything else?
48 Mr. Graham.
49 RAY GRAHAM: Thank you, Mr. Chairman.
50 If it's okay I'll do all ---

1 TOMMY DUNN: Yes, sir.
2 RAY GRAHAM: --- mine together, as well.
3 Just want to mention one thing before I do this.
4 Anderson Pregnancy Care, I hate I missed the
5 presentation at an earlier meeting. I had a prior
6 engagement I could not get away from. But they
7 definitely do great work. Ms. Audrey Shaw, she is just
8 absolutely -- does wonderful with that program. With
9 that being said, when they actually brought their
10 request forth is when I was at Hilton Head at the
11 conference. I'd like to do twenty-five hundred dollars
12 to Anderson Pregnancy Care. I'd like to do five
13 thousand dollars to City of Belton Parks & Recreational
14 Department; I'd like to do a hundred dollars to
15 Anderson County Humane Society. I bring that in forth
16 of a motion.
17 TOMMY DUNN: Have a motion Mr. Graham.
18 Have a second? Second Ms. Wilson. Any discussion?
19 All in favor of the motion show of hands. Opposed like
20 sign. Show the motion carries unanimously.
21 Mr. Wooten.
22 CRAIG WOOTEN: Yes, Mr. Chairman. I'll
23 put three together and make a motion to do three
24 hundred dollars for the Humane Society; three hundred
25 dollars for the Lights of Hope; and three hundred
26 dollars for the Faces and Voices of Recovery. I put
27 that in the form of a motion.
28 TOMMY DUNN: Second Ms. Wilson; motion
29 by Mr. Wooten. Any discussion? All in favor of the
30 motion show of hands. Opposed like sign. Show the
31 motion carries unanimously.
32 Ms. Wilson?
33 CINDY WILSON: Thank you. From District
34 7's recreation fund, may I appropriate three hundred
35 for the Anderson County Humane Society; one hundred for
36 the Lights of Hope; and one hundred dollars for the
37 FAVOR request.
38 TOMMY DUNN: We have a motion by Ms.
39 Wilson. Have a second? Second Mr. Davis. Any
40 discussion? All in favor of the motion show of hands.
41 Opposed like sign. Show the motion carries
42 unanimously.
43 Mr. Burns.
44 RUSTY BURNS: Nothing at this time.
45 TOMMY DUNN: No, hang on just a minute
46 now. Hang on. Look here, ain't nobody wanting to get
47 out of here no more worser than me and Ms. Floyd, but
48 you've just got to settle down here a minute.
49 It's my understanding, you correct me if I'm wrong,
50 FAVOR needed eight hundred dollars; is that right?

1 RUSTY BURNS: Correct.
2 TOMMY DUNN: I just want to make sure
3 they get what they need. So I think my calculation is
4 they got seven. From District 5's account, give one
5 hundred to FAVOR, to give them a total of eight hundred
6 dollars; and give three hundred dollars to the Humane
7 Society for the Fur Ball. Put that in the form of a
8 motion.
9 BRETT SANDERS: Second.
10 TOMMY DUNN: Second by Mr. Sanders. Any
11 discussion? All in favor of the motion show of hands.
12 Opposed like sign. Show the motion carries
13 unanimously.
14 Now you can hit it.
15 RUSTY BURNS: My answer still stands.
16 TOMMY DUNN: Now citizens comments.
17 When Mr. Harmon calls your name, please state your name
18 and district for the record. You have three minutes.
19 Address the Chair, please. Mr. Harmon.
20 LEON HARMON: Mr. Chairman, first speaker
21 is Rick Freemantle.
22 RICK FREEMANTLE: Good evening, Mr. Chairman.
23 I'm from District 7. Been meaning to get here and
24 comment on the latest happenings with Mr. Preston.
25 There's two of you on this council I really want to
26 give a special thanks to for sticking to this. I know
27 you guys got a lot of grief from a lot of people. Some
28 of you new folks, if you helped with this my thanks
29 goes out to you also. I know there was a lot of
30 discussion about how much money this was costing the
31 county. Sometimes money doesn't need to be the issue.
32 And this was a perfect example. The precedence set
33 with this case is going to help people in this state
34 for generations to come.
35 No longer will we have clowns sit in positions
36 where they can have anticipatory breaches of contracts.
37 How I wish I could get away with that. But anyways, I
38 know you guys went through a lot of grief. I know it
39 was a long tough-fought battle. And I really want to
40 commend you for sticking to it and doing the right
41 thing in spite of all the grief you caught. I know I
42 come here and give you guys grief a lot of times. This
43 is one time where you really deserve a huge pat on the
44 back. Thank you.
45 TOMMY DUNN: Mr. Harmon.
46 LEON HARMON: Next speaker signed up is
47 Mark Powell. I don't believe he's here tonight.
48 TOMMY DUNN: He left the building.
49 LEON HARMON: Next speaker is Elizabeth
50 Fant.

1 ELIZABETH FANT: Elizabeth Fant, District 3.
2 The road thing. I guess I'm leaning towards a road fee
3 because I don't think that if we do it -- really what
4 I'd like to do is do a one cent sales tax if we thought
5 we really needed the road money, but I don't want to do
6 that because the sales tax gets collected in Columbia
7 and then they send us what they want to send us
8 basically. If you are aware, the Legislation changed
9 the aid to subdivision formula in May. Did you know
10 that? So they're not going to give us any more than
11 they want to. Likewise, as somebody pointed out today,
12 I don't know why it is that the rest of you all won't
13 sit on them more because you're citizens just like the
14 rest of us, even if you are a council person, and they
15 shouldn't be allowed to do that. It's our money, our
16 tax money, that goes to Columbia. We're supposed to
17 get a share back. It should be the fair share. I get
18 very upset when I hear that they're spending forty
19 million for a Carolina Panthers exit ramp. They're
20 spending -- even on the radio this morning they were
21 talking about how Darlington car thing gets a hundred
22 thousand dollars last year. Talking about the Carolina
23 Law Library, that they're going to do another one and
24 that's going to cost three hundred million. And I
25 understand there's a bonus of about three hundred and
26 fifty million sitting in Columbia and they dang share
27 it with us. It's our money.

28 We should be able to find some money out of the
29 general budget -- general fund budget. And I don't
30 understand, if we're going to do that, why don't we
31 just go ahead just like we do for the library and just
32 like we do for Tri-County Tech, we set aside a certain
33 millage every year for roads.

34 That being said, do you remember when we used to
35 get an inspection sticker on our car. Used to cost
36 about ten bucks. They stopped doing that because all
37 you had to do was find a buddy who would check off the
38 stuff whether you had raw tires or no horn or whatever.
39 I'd like to see, if we go forward with this, that there
40 be a whole lot more discussion. I don't want to have
41 second reading until you all have had your little
42 budget workshop thing, and you don't need to do it at
43 twelve o'clock in the middle of the day. You need to
44 do it at night when other people can come like citizens
45 tonight.

46 Here's what I suggest. I know I'm probably going
47 to run out of time. If you do a road fee, do a twelve
48 dollar fee per vehicle. That's twenty-five cents a
49 week per vehicle. If you've got four vehicles at home,
50 that's only forty-eight dollars a year. If you're

1 Cromer & Son food thing, you can probably get by with a
2 reasonable amount. These people have got a fleet of
3 vehicles. We do it for two years sunset, not four. Of
4 course it'll take a year for the money to ---
5 LEON HARMON: Time, Mr. Chairman.
6 TOMMY DUNN: Thank you, Mr. Harmon.
7 Next.
8 LEON HARMON: No one else is signed up.
9 TOMMY DUNN: Thank you. We're going to
10 have comments from council. Mr. Davis.
11 JIMMY DAVIS: Thank you, Mr. Chair. Just
12 want to say Celebrate Anderson was one of the best
13 times I've had in a long time. And I thank all the
14 county staff that worked so hard to put it on. Thank
15 you.
16 TOMMY DUNN: Thank you. Mr. Sanders.
17 BRETT SANDERS: Likewise. I was back out
18 there today. Everything is spotless, looking great. I
19 know everyone worked hard, overtime. It was a
20 spectacular event and I appreciate all the hard work
21 that the county put into it.
22 TOMMY DUNN: Thank you. Ms. Floyd.
23 GRACIE FLOYD: Mr. Burns, it's hurricane
24 season again.
25 RUSTY BURNS: Yes, ma'am.
26 GRACIE FLOYD: And as you know, in the
27 past, not eight years is a long time ago but in the
28 last five years, we've had a lot of our workers
29 exiting, going down to the coast to work. As you know,
30 I have always been against that because it's double
31 payment. Now, a lot of you may not have realized this.
32 But every time they went down to the coast to pass out
33 water, they were getting paid from the FEMA people and
34 then they were getting money for their jobs that they
35 left here to go down there.
36 Now, a lot of these were office workers. Mr.
37 Burns, I don't mind our people who specialize in this
38 kind of thing going down; EMS, the roads and bridges,
39 the people who cut the trees, the people who suck up
40 the water that they do here for us. I think that they
41 ought to be down there. But Mr. Burns, I don't think
42 no secretary or no office worker or anybody else should
43 be going down there to get that extra money. I have
44 been against that from the first. All right. And I'm
45 hoping that that's a practice that we won't have to be
46 doing any more. You can just leave your job -- walk
47 off your job to go down there to get that money.
48 Okay. We're closing Allen Park. That's one of the
49 parks around the Broadway Lake. Okay. We're closing
50 it because it wasn't being used that much. And when it

1 was being used, it wasn't being used (not speaking into
2 mic). So this is a park that we're closing.
3 If you missed the trip to ITT, you missed it. We
4 had a good time. I have -- my son have told me about a
5 place in Charlotte just like that that he has worked.
6 They have a full cafeteria; they have a full gym; they
7 have -- it's just a wonderful place. ITT. If you can
8 ever get an invitation up there, please, please go.
9 Where were you?

10 CRAIG WOOTEN: My wife informed me I was
11 taking the kids to school that morning.

12 GRACIE FLOYD: That's no excuse because
13 you could have dropped them off and come on up.

14 CRAIG WOOTEN: I don't know if I could
15 have made it in time.

16 GRACIE FLOYD: Yeah, he made it. Brett
17 made it; didn't you?

18 BRETT SANDERS: No. I was out of town.

19 GRACIE FLOYD: Okay, yeah. We had a good
20 time. But we need to start going. But you missed
21 those horses, the Clydesdale. Oh, man, they were
22 beautiful. They were just absolutely beautiful. And I
23 can't think of nothing else better that you had going
24 other than your family. Now I can excuse families for
25 anything; okay?

26 CRAIG WOOTEN: Okay.

27 GRACIE FLOYD: But a job and other stuff
28 y'all are doing, you should have been there.

29 And Mr. Burns, may I suggest something, please?
30 When we are invited to places like that, why don't we
31 call one or two of our constituents and see if they
32 would like to go just to see the thing because they can
33 help us spread the good news out there; okay? They
34 wouldn't mind. Three more plates wouldn't hurt. Mr.
35 Dunn ate heartily. It was just that good in the
36 cafeteria. Anyway, that's all I had to say. And I
37 thank you.

38 TOMMY DUNN: Thank you. Mr. Graham.

39 RAY GRAHAM: Thank you, Mr. Chairman. I
40 know it's getting late, but Mr. Burns, if you would, by
41 all means let all of our county employees know that
42 worked so hard on Celebrate Anderson. I know they're
43 already planning for next year. I mean it's just a
44 tremendous amount of work that goes into it.
45 Definitely had a great time. As always, I think we top
46 ourselves every year. It's just a great event. Good
47 for everyone's families, our employees, our community.
48 Glad Anderson County is able to take part in that.
49 That's all I have, Mr. Chairman. Thank you.

50 TOMMY DUNN: Thank you. Mr. Wooten.

1 CRAIG WOOTEN: Just real quickly, I feel
2 like I don't get constituent calls for two weeks and
3 then I'll get six in one day. And when that happens
4 staff has been so helpful in getting back to people in
5 a timely manner with either an answer or help with
6 their problem. I appreciate that.

7 TOMMY DUNN: Thank you. Ms. Wilson.

8 CINDY WILSON: Well, I heard from a lot of
9 4-H'ers and pony clubbers and their families, so please
10 pass on to Ms. Adrienne Cole how much they appreciated
11 that ability to get up close with the Clydesdales. And
12 thank y'all for your prayers. I appreciate it. Thank
13 you.

14 TOMMY DUNN: Yes, ma'am. Just a couple
15 of things. I want the whole council to wish Mr. Harmon
16 a happy birthday. Appreciate all you do and hope you
17 have a good birthday. And I think you had a good
18 surprise, I think Saturday you said your son got to
19 come back, so I know you enjoyed that.

20 LEON HARMON: I did, Mr. Dunn. He was
21 able -- he and his wife were able to come over from
22 Germany. He has to go back tomorrow. They don't give
23 him much time off. He flies airplanes in the Air
24 Force. But thank you very much. I appreciate that.

25 TOMMY DUNN: I also want to thank Mr.
26 Burns, you and your staff, for putting Celebrate
27 Anderson together. And the clean-up, the process it
28 goes through. Y'all don't realize, this thing don't
29 just start Labor Day weekend. It starts back with them
30 working, getting money raised. Appreciate all the
31 staff and all the hard work.

32 Just want to also thank again, Mr. Wooten, for
33 bringing our six o'clock agenda to on the pregnancy
34 thing. Appreciate all you do on that and your
35 leadership on that, Mr. Wooten.

36 I also want, the last thing, just bring up, I was
37 told today, Anderson County has passed Spartanburg on
38 our median pay. So we're number two now. And that's
39 great. Chasing that. That's only a good thing for
40 Anderson County. That means people's got good jobs.
41 They're able to buy things and that's what it's all
42 about.

43 Y'all have a good night.

44

45

(MEETING ADJOURNED AT 8:55 P.M.)

**Anderson County Planning Commission
Staff Report
July 2019**

Applicant:	Richard Bennett
Current Owner:	Anderson Investors LLC
Property Address:	Cartee Road and I-85
Precinct:	Mount Tabor
Council District:	4
TMS #(s):	p/o 45-00-01-008 (Eastern portion of parcel, 760ft x depth of parcel, changing at curve of in Cartee)
Acreage:	+/- 9.75 (entire parcel 25.37)
Current Zoning:	R-20 (Single-Family Residential) C-2 (Highway Commercial) beginning at curve in Cartee Road
Requested Zoning:	C-2 (Highway Commercial)
Surrounding Zoning:	North: R-20 South: I-1 and R-20 East: R-20 West: C-2

Evaluation: This request is to rezone the portion of the parcel of property described above from R-20 (Single-Family Residential) to C-2 (Highway Commercial). The applicant's stated purpose is to add to the commercial property next door.

The purpose of the C-2 district is to provide for commercial uses on major thoroughfares which are oriented to customers traveling by automobile. Establishments in this district provide goods and services for the traveling public and for the convenience of local residents.

An expansion of wastewater lines to the Exit 14 location is currently being planned and could serve the proposal, once completed.

Commercial and residential uses are adjacent to the subject parcel. The Future Land Use Map in the County's Comprehensive Plan (2016) identifies the area as commercial and residential.

Public Outreach:

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

- June 20: Rezoning notification signs posted on subject property;
- June 20: Rezoning notification postcards sent to 140 property owners within 2,000' of the subject property;
- June 21: Planning Commission public hearing advertisement published in the *Anderson Independent-Mail*.

Public Feedback:

To date, staff has received five phone calls and one office visit for more information.

Staff Recommendation:

Due to the compatibility with the character of the area and infrastructure planned, staff recommends approval of this request.

Planning Commission
Recommendation:

The Anderson County Planning Commission met on July 9, 2019 and after a duly noted public hearing recommended **denial** of a request to rezone from C-2/R-20 to C-2. The vote was **4** in favor, **0** opposed, and **3** absent.



Rezoning Application

Anderson County Planning & Community Development

June 10, 2019

Date of Submission

Approved/Denied

Applicant's Information

Applicant Name:

Richard K. Bennett

Mailing Address:

6004 Hwy 24 Townville, SC 29689

Telephone:

864-314-3260

Email:

rich.bennett@bellsouth.net

Owner's Information

(If Different from Applicant)

Owner Name:

Anderson Investors LLC

Mailing Address:

4136 Clemson Blvd Anderson, SC 29622

Telephone:

Email:

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

I hereby appoint the person named the Applicant as my agent to represent me in this request for rezoning:

Owner's Signature

Date

Project Information

Property Location:

SC 187 & I-85

Parcel Number(s)/TMS:

45000 1008

County Council District:

4

School District:

4

Total Acreage:

29.75 ± (25.31 ac total)

Current Land Use:

Wooded

Requested Zoning:

C-2

Current Zoning:

C2/R20

Purpose of Rezoning:

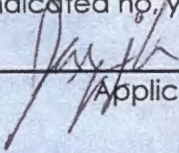
Add to commercial next door

Are there any Private Covenants or Deed Restrictions on the Property?

Yes

No

If you indicated no, your signature is required.



Applicant's Signature

June 10, 2019

Date

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

Additional Information or Comments: _____

An accurate plat (survey) of the property must be submitted with this application.

If pursuing a review district classification (PD, IZOD, PC), a preliminary development plan, statement of intent and letters from appropriate agencies or districts verifying available and adequate public facilities must be submitted with the application.

Please refer to Chapter 70 of the Anderson County Code of Ordinances for further information regarding submission requirements.

As the applicant, I hereby confirm that all required information and materials for this application are authentic and have been submitted to the Planning & Community Development office.

Anderson Investors LLC

Applicant's Signature

6/04/19

Date

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

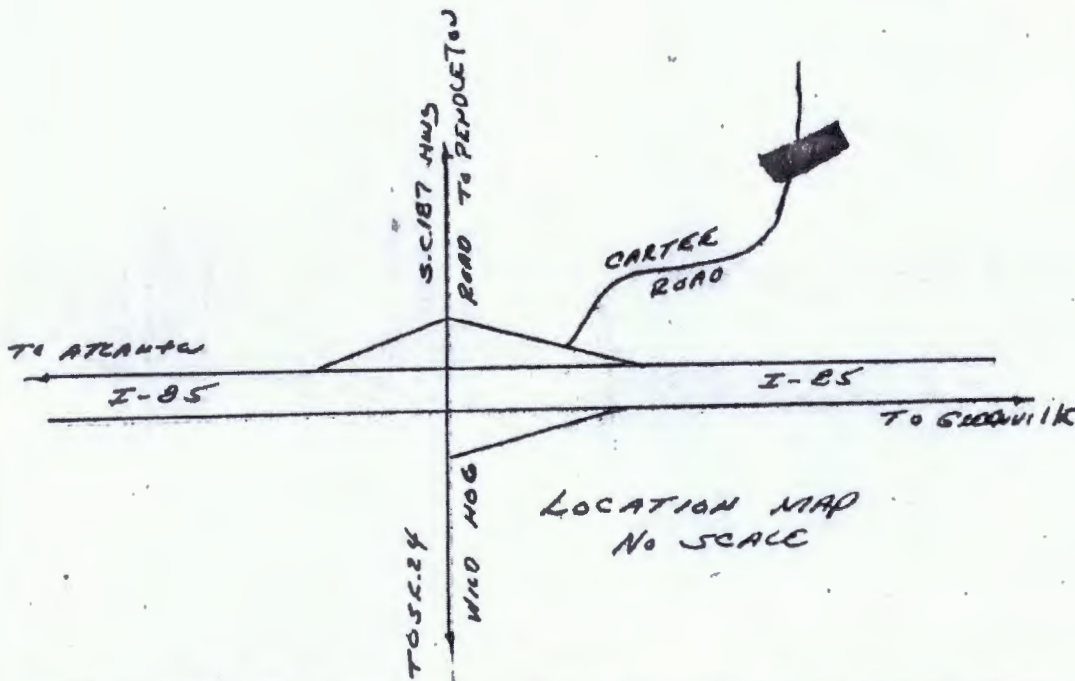
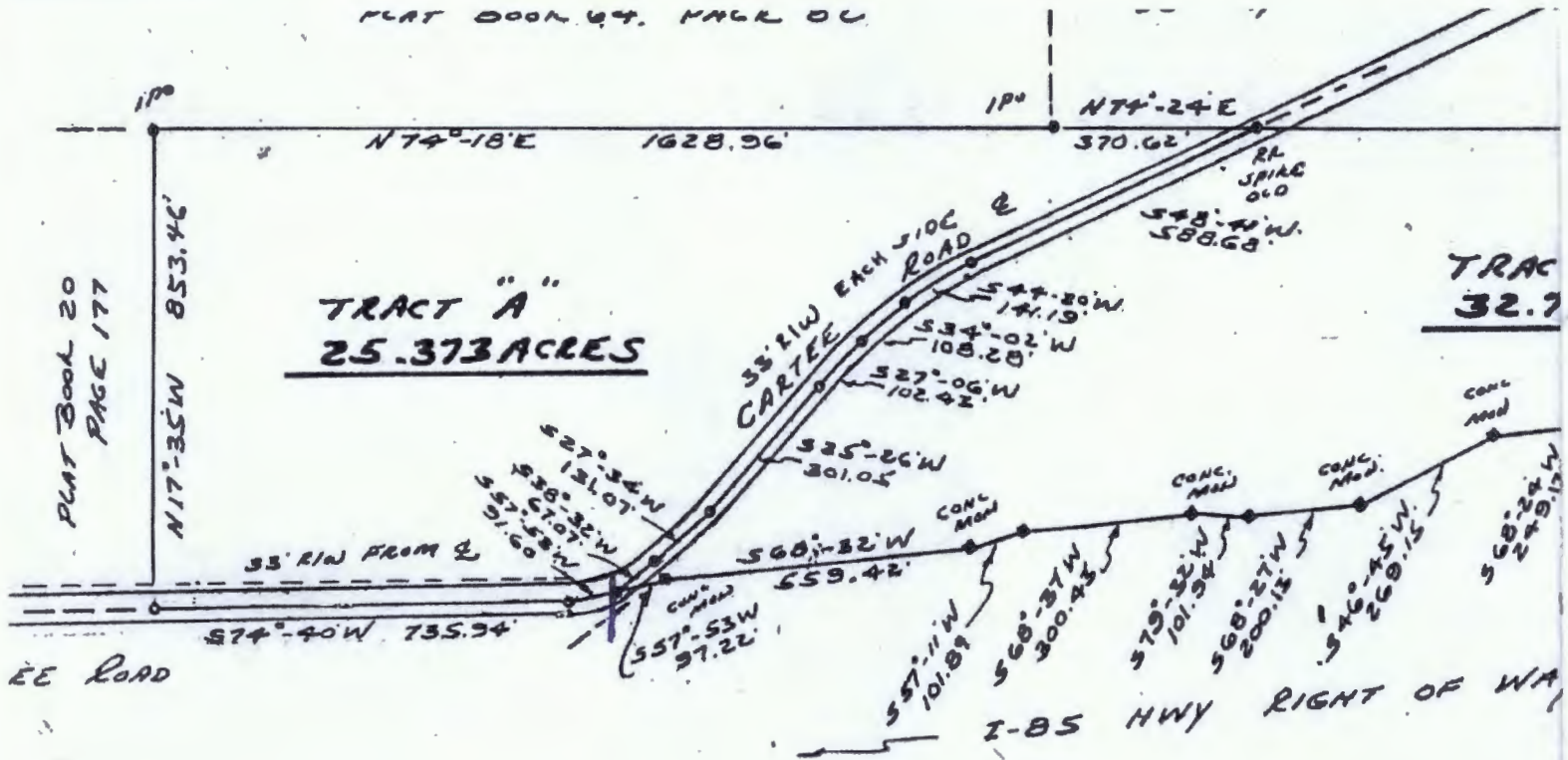
For Office Use Only:

Application Received By: Cmyers

Complete Submission Date: 6-10-19

Commission Public Hearing: 7-9-19

Council Public Hearing: 8-6-19



I HEREBY CERTIFY THAT
RELATIVE ERROR OF THE
DETERMINED BY D. M.
PROJECTIONS EXCEPT
IN A FLOOD HAZARD

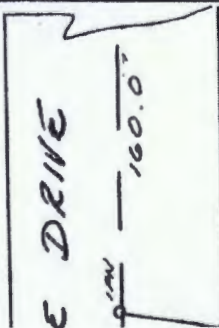
STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

PLAT OF
RICHARD K. A
REFERENCES: PLAT 34

SCALE: 1" = 300'

APPLEWHITE
MAILING ADDRESS: 1304
OFFICE ADDRESS: 240

773



SLIDE 117 PAGE 8-B

LOT 15

N 74° - 21' E 1895.47'

7 "B"
'80 ACRES

511° 32' W 358.81
U.S. GOV'T
HARTWELL LAKE

FEB
MAC. NORTH

06, 14 11 71 931

RECORDED THIS 19 DAY
OF Feb A.D., 1990
IN VOL 117 PAGE 8-A
AT 11:14 A M.
Linda J. DeWitt, C.C.P.
ANDERSON COUNTY, S.C.

T THE MEASUREMENTS AS SHOWN ARE CORRECT; THAT THE
IS SURVEY IS LESS THAN 1:5000; THAT THE AREA WAS
D. METHOD; THAT THERE ARE NO ENCROACHMENTS OR
AS SHOWN; AND, THAT THE PROPERTY IS NOT LOCATED
AREA

CURTIS M. APPERWHITE
S. C. REG. L. S. NO. 4194

LINA TOWNSHIP OF *PENDLETON*
N CITY OF

2 TRACT OF LAND SURVEYED AT THE REQUEST OF
WILLEN, JR. & JAMES S. EAKES
ROBINSON ENGINEERING, JR. OCT. 27, 1970

DATE: JAN 18, 1990

B APPLEWHITE SURVEYING ASSOCIATES
ANDERSON STREET, BELTON, SOUTH CAROLINA 29827
P 1/2 BELTON HIGHWAY, ANDERSON, SOUTH CAROLINA 29621
PHONE: 803-226-4895

EMERSON PRINTMAKERS GREENVILLE

2 DA. 1250000



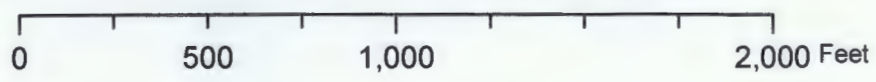
Rezoning Request
SC-187 & I-85
C-2/R-20 to C-2

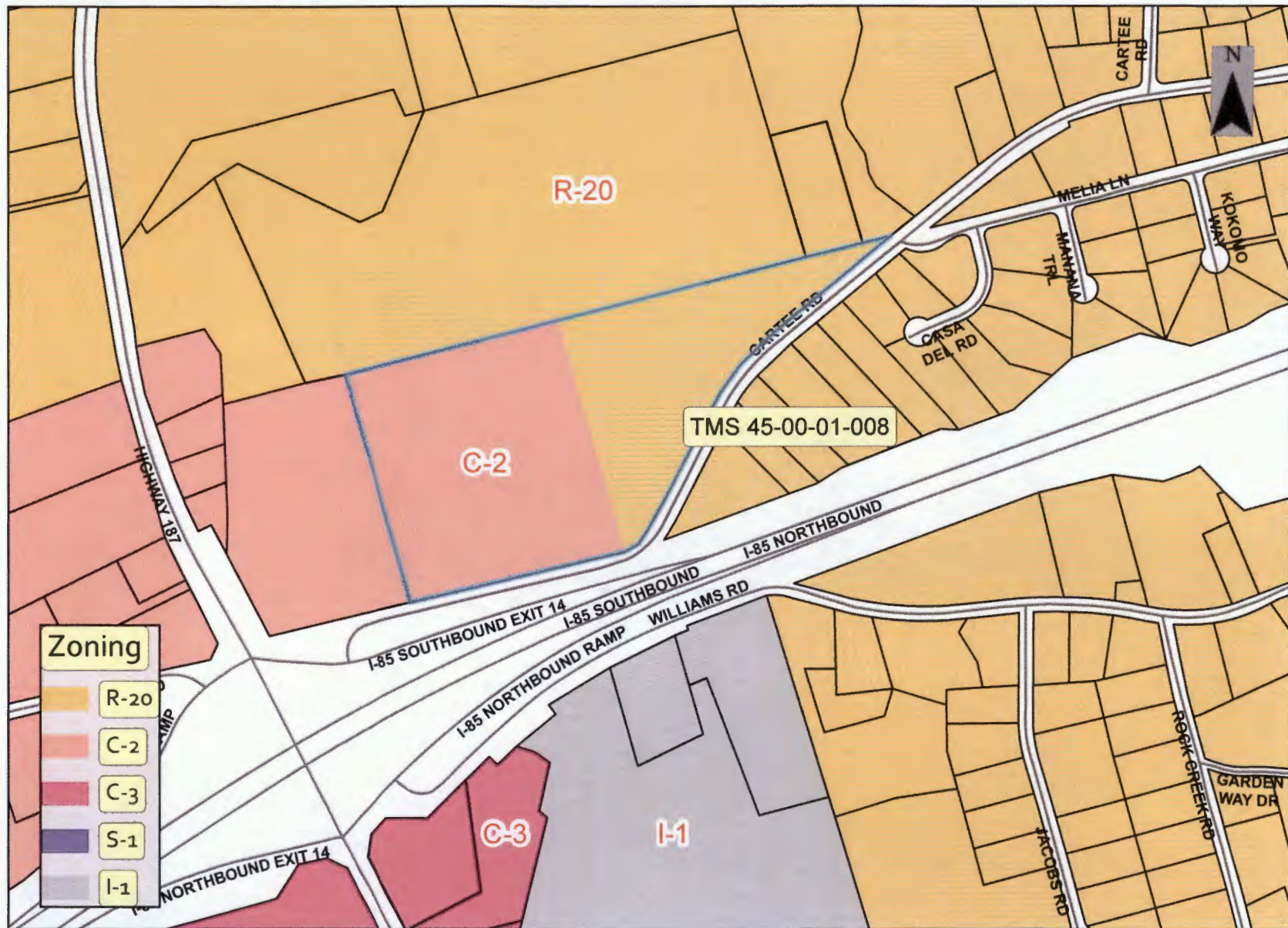
0 250 500 1,000 Feet



Aerial Photography

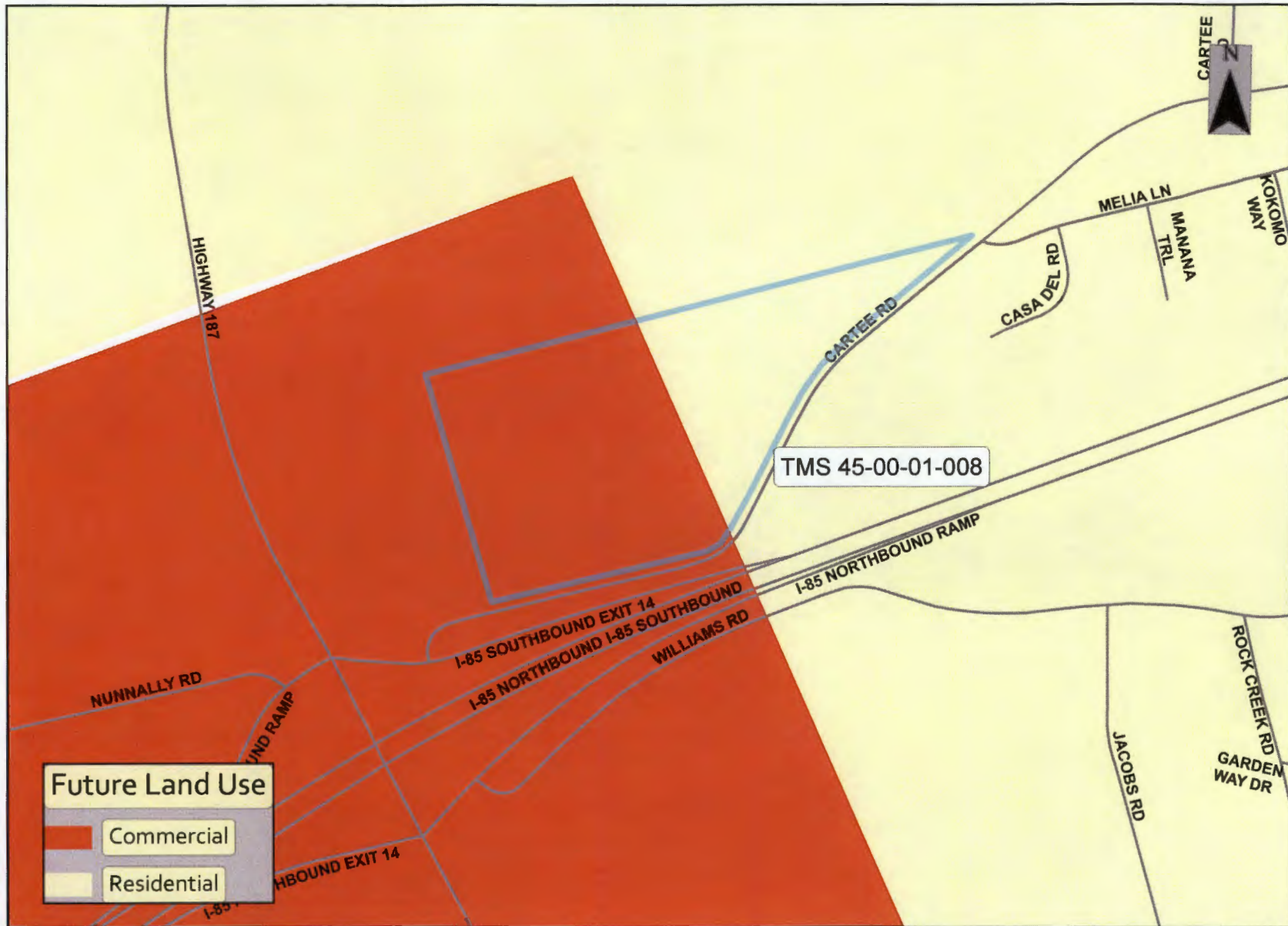
Rezoning Request
SC-187 & I-85
C-2/R-20 to C-2





Rezoning Request
SC-187 & I-85
C-2/R-20 to C-2

0 500 1,000 2,000 Feet



Rezoning Request
SC-187 & I-85
C-2/R-20 to C-2

0 500 1,000 2,000 Feet







Rezoning Request Recommendation

7-9-19
Date of Planning Commission Meeting

Denial
Recommendation (Approval or Denial)

Project Information

Name of Applicant: Richard Bennett
Property Location: SC 187 Cartee Rd + 1-85
County Council District: 4 School District: 4
Total Acreage: +/- 9.75 Current Land Use: undeveloped
Current Zoning: R-20 Requested Zoning: C-2
Purpose of Rezoning: add to C-2 next door

Recommendation

Recommendation Rendered: denial

Reason(s) for Denial, if applicable:

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

Explanation of Reasons: _____

Planning Commission Presiding Chairman: Jane Jones

Signature: Jane Jones Date: 7-9-19

Page 1 of 1

For Office Use Only:

Scheduled Commission Public Hearing Date: 7-9-19 Planning Commission Recommendation: denial
Scheduled Council Public Hearing Date: _____ County Council Decision: _____

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: September 3, 2019
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

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 majority approval, by the County Council at meetings of September 3, 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

ORDINANCE NO. 2019-044

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 Free 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: September 3, 2019
Second Reading:
Third Reading:
Public Hearing:

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of September 3, 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

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 _____, 20019 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.

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01. The Project

(a) The Company intends and expects, together with any Sponsor 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

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

[End of Article III]

ARTICLE IV

FILOT PAYMENTS

Section 4.01. FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, 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: September 3, 2019

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

GROUND LEASE AGREEMENT

This Ground Lease Agreement, effective as of August 1, 2019 ("Ground Lease"), by and between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina ("Ground Lessor") and **TRI-COUNTY TECHNICAL COLLEGE**, an instrumentality of the State of South Carolina ("Ground Lessee").

RECITALS:

WHEREAS, Ground Lessor and Ground Lessee desire to work together to provide (a) heavy equipment operator training and (b) lineman training (collectively, "Program") to further educational and employment opportunities for Anderson County citizens as expressly contemplated by Section 4-9-41 of the South Carolina Code of Laws and Article VIII, Section 13 of the South Carolina Constitution;

WHEREAS, Ground Lessor and Ground Lessee desire that Program be located on two parcels of real property owned by Ground Lessor, each as more fully described on Exhibit A and more fully depicted on Exhibit B, each of which is attached hereto and incorporated herein by reference (collectively, "Demised Premises");

WHEREAS, Ground Lessor and Ground Lessee desire to establish the terms and conditions of this Ground Lease to fulfill the foregoing objectives.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

WITNESSETH:

Section 1. Premises. Ground Lessee's use of its funds to pay for Program, the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, Ground Lessor hereby demises and rents unto Ground Lessee, and Ground Lessee here by rents and hires from Ground Lessor, the Demised Premises.

The following additional stipulations, hereby declared to be conditions of this Ground Lease, shall, unless otherwise expressly stated, be applicable at all times throughout the term of this Ground Lease and are mutually agreed upon by the parties.

Section 2. Management and Operation of Program. The costs of Program shall be borne solely by Ground Lessee. Ground Lessee covenants and agrees to comply or cause compliance with all laws, ordinances, municipal rules, and regulations and requirements of public authorities applying to or affecting the conduct of any construction related to Program or operation of Program including, but not limited to, the rules and regulations of the Federal Aviation Administration and the South Carolina Aeronautics Administration.

Section 3. Term of Ground Lease. The term of this Ground Lease shall be for the period beginning August 1, 2019, and ending on July 31, 2024.

Section 4. Authority. Ground Lessor and Ground Lessee each represent and warrant they have full power and authority to execute and enter into this Ground Lease for the full term herein granted under the terms and conditions provided herein and that this Ground Lease is a valid and binding obligation of each of them enforceable in accordance with its terms

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 Demised 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 patties 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.

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: September 3, 2019

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: _____

ORDINANCE 2019-014

AN ORDINANCE TO AMEND CHAPTER 70, ARTICLE 6 OF THE ANDERSON COUNTY CODE OF ORDINANCES, SO AS TO CLARIFY STORAGE OF COMMERCIAL EQUIPMENT IN RESIDENTIAL ZONES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the County wishes to clarify requirements for the storage of commercial equipment in residentially zoned areas; and

WHEREAS, the Anderson County Planning Commission held a duly advertised Public Hearing on May 14, 2019, after which it reviewed the proposed revisions as described in Exhibit A, and recommended the proposed revisions to County Council; and

WHEREAS, Anderson County Council wishes to amend Chapter 70, Article 6 of the Anderson County Code of Ordinances, attached hereto and incorporated herein as Exhibit A.

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

1. Chapter 70, Article 6 of the Anderson County Code of Ordinances is hereby amended to include the language attached hereto as Exhibit A.
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: _____

Exhibit A

6: 6.4 *Commercial equipment and materials*. In all “R” Districts except R-A and R-A2, no commercial equipment or materials associated with an off-site business may be stored on a property, unless such equipment and materials are located on a tract of property where the equipment and materials are not visible from any property line. Such equipment and materials may include but are not limited to tractors, backhoes, front end loaders, skidsteers, ditchwitches, grinders, chippers, shredders, large commercial equipment, or other machinery; logs, stumps, mulch, or debris; paper, plastic, and cardboard debris or containers; auto parts and tires; appliances and furniture; rock, gravel, railroad ties, building materials, or other supplies or materials. Removal of such equipment or materials from the property must occur within 10 days of initial contact by the Development Standards Department or be subject to enforcement as provided in Section 1-7.

ORDINANCE NO. 2019-040

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**”).

WHEREAS, [SPONSOR AFFILIATE] intends to participate in the Investment in the Project at the Project Site and desires to be approved as a [Sponsor Affiliate] to the Infrastructure Credit Agreement as further defined in the Infrastructure Credit Agreement; and

WHEREAS, the County understands that the Coordinating Council for Economic Development (the “Coordinating Council”) plans to provide a monetary grant (a “State Grant”), for the benefit of the Project in the County, the funds of which will be received and administered by the County, or its affiliates, as grantee, for the benefit of the Project; and

WHEREAS, the County consents (i) to enter into any necessary agreements with the Coordinating Council and the Company, including but not limited to any performance agreement in connection therewith (“State Grant Agreement”); and (ii) to accept, receive and administer the State Grant for the benefit of the Project in the County; and

WHEREAS, the parties recognize and acknowledge that the Company would not otherwise undertake the Project in the County but for the delivery of the Incentives as set forth herein.

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

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 and Maintenance 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 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 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. *Grant Administration.* The County shall administer the State Grant, as applicable, and within a reasonable time after receipt by the County and confirmation of the Company's compliance with the terms and conditions of the State Grant, as applicable, shall provide the proceeds of the State Grant, as applicable, for the benefit of the Project. The Chair of County Council is authorized and empowered, in the name of and behalf of the County, to enter any performance agreement with the Coordinating Council and the Company as may be necessary and advisable by the County Attorney.

Section 5. *Further Acts.* The County Council authorizes the Chair of County Council, 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 6. *General Repealer.* All ordinances, resolutions, and their parts in conflict with this Ordinance are, to the extent of that conflict repealed.

Section 7. *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.

Done in meeting duly assembled this _____ Day of _____, 2019.

ANDERSON COUNTY, SOUTH CAROLINA

ATTEST:

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

READINGS:

First reading:

Second reading:

Public hearing:

Third reading:

EXHIBIT A

Property Description

[INSERT LEGAL DESCRIPTION]

EXHIBIT B

Infrastructure Credit Agreement

INFRASTRUCTURE CREDIT AGREEMENT

BY AND BETWEEN

[PROJECT SWAN]

AND

ANDERSON COUNTY, SOUTH CAROLINA

_____, 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 October 15, 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, [PROJECT SWAN], a [STATE ENTITY] [formerly identified by the County as Project Swan] (“**Investor**”), [AFFILIATE], a [STATE ENTITY] (a **Project Affiliate** as that term is defined in this Agreement and, together with Investor, the “**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 \$4,195,000 (including \$1,350,000 of real property acquisition, \$645,000 of leasehold improvements, \$1,500,000 of new machinery and equipment, and \$700,000 of used machinery and equipment being transferred to the County) and the creation of approximately 115 new, full-time jobs in connection with the acquisition by construction, lease, transfer, and purchase of certain land, buildings, furnishings, fixtures, and equipment, for the purpose of establishing a manufacturing facility in the County (collectively, “**Project**”);

(c) The Project, including the real property which is more particularly described in the attached **Exhibit A** (“**Project Site**”), 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 towards satisfaction of the Investment Commitment, as defined below, 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; Jobs Commitment.*

(a) The aggregate amount the Company shall invest in the Project shall equal or exceed \$4,195,000, 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) The Company shall create at least one hundred and fifteen (115) new, full-time jobs at the Project before the end of the Investment Period.

Section 2.2 *Infrastructure Credits.*

(a) Subject to the provisions in this Section 2.2, 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>
1-5	60%
6-10	50%
11-20	42%

(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. Under no circumstances shall the Company and any Sponsor Affiliates be entitled to enjoy both the amount of the Infrastructure Credit described in this Section 2.2 and any five-year statutory abatement of ad valorem taxes otherwise applicable to manufacturing property.

(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) Subject to the provisions in this Section 2.2, in the event the Company fails to, by the end of the third year after the first year in which property is placed in service for the Project, which date the Parties expect to be December 31, 2022, achieve either (i) an aggregate investment in the County of at least \$3,000,000, as measured by original cost without regard to depreciation for new machinery and equipment, or (ii) aggregate job creation in the County of at least eighty new, full-time jobs, the Applicable Percentage

otherwise required by this Agreement shall be reduced to forty-two percent (42%) for the fourth year of the Credit Period and shall remain forty-two percent (42%) for each of the remaining years of the Credit Period.

(f) In the event the reduction provided by Section 2.2(e) of this Agreement is triggered and the Company subsequently achieves, by the end of the Investment Period, both (i) an aggregate investment in the County of at least \$4,195,000, as measured by original cost without regard to depreciation for new machinery and equipment, and (ii) aggregate job creation in the County of at least one hundred and fifteen new, full-time jobs, the Applicable Percentage otherwise required by this Agreement shall be restored to fifty percent (50%) for years 6-10 of the Credit Period and shall remain forty-two percent (42%) for years 11-20 of the Credit Period.

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: [NAME]
[ADDRESS]

WITH A COPY TO:
(which shall not constitute notice) Parker Poe Adams & Bernstein LLP
Attn: Madison Felder
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 Infrastructure Credit Act, the Infrastructure Credit 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.

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.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Lacey A. 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.

[PROJECT SWAN]

By: _____

Its: _____

[Signature Page 2 to Infrastructure Credit Agreement]

EXHIBIT A

Project Site

[INSERT LEGAL DESCRIPTION]

JOINDER AGREEMENT

1. Joinder to Infrastructure Credit Agreement.

2. Capitalized Terms.

3. Governing Law.

4. Notice.

[]

Date _____

Name of Entity

By:

Name:

Its:

Address:

By:

Name:

Its: _____
Date: _____
Address: _____

EXHIBIT C

INVESTMENT CERTIFICATION

Reference is made to the Infrastructure Credit Agreement, dated as of October 15, 2019 (“**Agreement**”), by and among Anderson County, South Carolina (“**County**”) and [PROJECT SWAN] (“**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. 2019-041

**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 _____ day of _____, 2019.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

ATTEST:

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

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

Property Description

[INSERT LEGAL DESCRIPTION]

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 _____, 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.

Clerk, Anderson County Council

Dated: _____, 2019

ORDINANCE NO. 2019-048

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAX AND INCENTIVE AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT SANTA'S HAT TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING THE INCLUSION OF A PROJECT SITE IN A MULTI-COUNTY BUSINESS PARK; AUTHORIZING CERTAIN SPECIAL SOURCE REVENUE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Anderson County, South Carolina ("County"), acting by and through its County Council ("County Council") is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended ("FILOT Act"), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina ("South Carolina" or "State") or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax ("FILOT Payments"), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, "MCIP Act"), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County's discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Greenville County ("Park");

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide special source revenue credits ("Infrastructure Credits") against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility ("Infrastructure");

WHEREAS, Project Santa's Hat ("Sponsor") desires to establish a photovoltaic solar facility in the County ("Project") consisting of an investment in real and personal property of not less than \$2,500,000; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, as sponsor and a sponsor affiliate, the final form of which is attached as Exhibit A ("Fee Agreement"), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (2) locating the Project in the Park; and (3) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria, including 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, and hereby finds:

(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 gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(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.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance ("Ordinance"), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement's terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council ("Chair") is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

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

Section 5. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 6. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

(SEAL)

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Anderson County Clerk of Council

APPROVED AS TO FORM:

Leon Harmon
Anderson County Attorney

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

EXHIBIT A
FORM OF FEE AGREEMENT

~#4826-6206-5815 v.1~

**FEE-IN-LIEU OF *AD VALOREM* TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

BETWEEN

PROJECT SANTA'S HAT

AND

ANDERSON COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF 11

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SUMMARY OF CONTENTS OF FEE AGREEMENT

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Santa's Hat Solar, LLC	
Project Location		
Tax Map No.		
FILOT		
• Phase Exemption Period	40 years	
• Investment Commitment	\$2,500,000	
• Jobs Commitment	-0-	
• Investment Period	5 years	
• Assessment Ratio:	6%	
• Millage Rate	353.4	
• Fixed or Five-Year Adjustable millage:	Fixed	
• Claw Back information	Statutory clawback for failure to reach minimum investment	
Multicounty Park	Anderson - Greenville	
Infrastructure Credit		
• Brief Description	Amount sufficient to reduce each annual FILOT payment to a fixed payment of \$8,000 per year	
• Credit Term	40 years	
• Claw Back information:	No clawback on Infrastructure Credit unless less than \$2,500,000 is invested	
Other information		

**FEE-IN-LIEU OF AD VALOREM TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("**Fee Agreement**") is entered into, effective, as of [DATE], between Anderson County, South Carolina ("**County**"), a body politic and corporate and a political subdivision of the State of South Carolina ("**State**"), acting through the Anderson County Council ("**County Council**") as the governing body of the County, and Santa's Hat Solar, LLC, a limited liability company organized and existing under the laws of the State of South Carolina ("**Sponsor**").

WITNESSETH:

(a) Title 12, Chapter 44, ("**Act**") of the Code of Laws of South Carolina, 1976, as amended ("**Code**"), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax ("**FILOT**") with respect to Economic Development Property, as defined below;

(b) Sections 4-1-170, 4-1-175, 4-29-68 of the Code authorize the County to (i) create multi-county industrial parks in partnership with contiguous counties; (ii) include the property of eligible companies within such parks as an inducement to locate within the County, which inclusion under the terms of Section 13 of Article VIII of the Constitution of the State of South Carolina makes such property exempt from *ad valorem* property taxes, therefore changing the character of the annual receipts from such properties from *ad valorem* property taxes to FILOT payments; and (iii) grant an annual tax credit against such FILOT payments in order to assist a company in paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the property of any company located within such multi-county industrial parks or for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a commercial enterprise located within such multi-county parks in order to enhance the economic development of the County;

(c) The Sponsor desires to establish a commercial enterprise ("**Facility**") in the County, consisting of investment in real and personal property of not less than \$2,500,000;

(d) By an ordinance enacted on [DATE], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility in the County.

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

**ARTICLE I
DEFINITIONS**

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project are or will be located in a Multicounty Park and, as such, are or will be exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution and the MCIP Act (as defined herein). With respect to facilities located in a Multicounty Park, references to taxes or *ad valorem* taxes means the fees-in-lieu of *ad valorem* taxes provided for in the MCIP Act.

“Abandonment” shall mean the failure of the Company to achieve Substantial Energy Generation at the Project for a period of one year after the Project has been placed in service.

“Act” means Title 12, Chapter 44 of the Code, as the Act may be amended from time to time and all future acts successor or supplemental thereto.

“Act Minimum Investment Requirement” means an investment of at least \$2,500,000 in the Project by the Sponsor or a Sponsor Affiliate within five years of the Commencement Date, or a combined total investment of at least \$5,000,000 in the Project by the Sponsor and one or more Sponsor Affiliates, regardless of the amount invested by each such party, within five years of the Commencement Date.

“Administration Expenses” means the reasonable out-of-pocket expenses incurred by the County in the negotiation, approval and execution of this Fee Agreement, for reasonable attorney’s fees. Administration Expenses do not include any costs, expenses, including attorney’s fees, incurred by the County (i) after execution of this Fee Agreement, (ii) in defending challenges to the FILOT Payments, Infrastructure Credits or any other incentives provided by this Fee Agreement brought by any third parties; or (ii) any actions by the Sponsor or its affiliates and related entities; or (iii) in connection with matters arising prior to execution at the request of the Sponsor outside of the immediate scope of this Fee Agreement.

“Code” means the Code of Laws of South Carolina, 1976, as the same may be amended from time to time.

“Commencement Date” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement.

“County” means 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 Council” means the Anderson County Council, the governing body of the County.

“Credit Term” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

“Decommissioning” shall mean the removal and proper disposal of all Equipment, stabilization and rehabilitations of the Real Property, and restoration of the Real Property to its original state. Notwithstanding the foregoing, Sponsor shall have no obligation to remove roads constructed on the Real Property, or to remove fencing that the then current landowner requests to remain, or to remove subsurface improvements below 30 inches of depth.

“Department” means the South Carolina Department of Revenue.

“Diminution in Value” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“Economic Development Property” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of

classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filings may be amended from time to time).

“Equipment” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“Event of Default” means any event of default specified in Section 7.1 of this Fee Agreement.

“Fee Agreement” means this Fee Agreement.

“Fee Term” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“FILOT Ordinance” means Ordinance No. , dated adopted by the County Council.

“FILOT Payments” means the amount paid or to be paid in lieu of *ad valorem* property taxes by the Sponsor and all Sponsor Affiliates as provided in Section 4.1 and before taking into account any Infrastructure Credit. For the avoidance of doubt, should any part or all of the Project not be eligible as Economic Development Property, the FILOT Payment shall also mean, in such case, the payments in lieu of taxes made as a result of the Project being located in a Multicounty Park.

“Final Phase” means the Economic Development Property placed in service during the last year of the Investment Period.

“Final Termination Date” means the date on which the last FILOT Payment or Net FILOT Payment or with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. **“Fixed FILOT Payment”** shall have the meaning as described on Exhibit C attached hereto.

“Improvements” means all improvements to the Real Property, including buildings, building additions and improvements, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“Infrastructure” means (i) the infrastructure serving the County or the Project, and (ii) improved and unimproved real estate. Upon the written election by the Sponsor and notice to the County, personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, and such other items as may be described in or permitted under Section 4-29-68 of the Code shall also be included in the definition of Infrastructure.

“Infrastructure Credit” means the special source revenue credit provided to the Sponsor pursuant to Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of the costs of the Infrastructure.

“Investment Period” means 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, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2024.

“MCIP Act” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“Multicounty Park” means the multicounty industrial or business park governed by the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park), dated as of December 1, 2010, between the County and Greenville County, South Carolina.

“Net FILOT Payment” means the FILOT Payment net of the Infrastructure Credit.

“Phase” means Project property placed in service during a particular year of the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 39th year following the first property tax year in which the Phase is placed in service.

“Project” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“Real Property” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement, and shall also include such land located in the County which shall be noted on schedules or supplements to Exhibit A, as may be provided by the Sponsor, provided that any requirement that the Sponsor provide such schedules or supplements with respect to future land may be satisfied by the Sponsor’s filing with the Department of Form PT-300 with Schedule S attached listing such additional land, or such comparable form or schedule as the Department may provide in connection with projects subject to the Act.

“Removed Components” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“Sponsor” means Santa’s Hat Solar, LLC 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 Sponsor under this Fee Agreement.

“Sponsor Affiliate” means an entity that participates in the investment at the Project and, following receipt of any required County approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“State” means the State of South Carolina.

“Substantial Energy Generation” shall mean generation of at least 50% of energy capacity at the Project, which shall mean a production of less than 2,350 MWhs annually.

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.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, in cash or in kind, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations and Warranties of the County.* The County represents and warrants 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 Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) 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; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s 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 are greater than the costs.

(c) The County identified the Project, as a “project” on [DATE] by adopting an inducement resolution, as defined in the Act.

(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 Fee Agreement.

(e) The County has located or will take all reasonable action to locate and maintain the Project in the Multicounty Park.

Section 2.2. *Representations and Warranties of the Sponsor.* The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the State of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing 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 Sponsor intends to operate the Project as a photovoltaic solar facility, and for such other purposes that the Act permits as the Sponsor may deem appropriate.

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

(d) The Sponsor will use commercially reasonable efforts to achieve the Act Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT Payments and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Act Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2021. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project.

Section 3.2 *Leased Property.* To the fullest extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement.

Section 3.3. *Filings and Reports.*

(a) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(b) On request by the County Administrator, the Sponsor shall remit to the County copies of such records related to the calculation of the FILOT Payments and the Net FILOT Payments due hereunder as the County would normally be entitled to in case the Project was subject to ad valorem taxation.

ARTICLE IV FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period which fair market value is set forth on Exhibit A attached hereto), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by

- (iii) A fixed millage rate equal to the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2019, which the parties believe to be 353.4 mills.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate, in accordance with and subject to the terms of Section 10.8, the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. The Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise permanently removed from the Project with the intent that it no longer be used for the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes. In case Economic Development Property is removed, the Fixed FILOT Payment shall be adjusted downward pro rata.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate all or part of this Fee Agreement. In the property tax year in which the damage or casualty occurs and continues, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to such taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components and the Fixed FILOT Payment shall be adjusted downward pro rata.

Section 4.5. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate all or part of this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components with a corresponding pro rata downward adjustment of the Fixed FILOT Payment.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement. For the avoidance of doubt, the Infrastructure Credit shall remain applicable to such adjusted FILOT Payment at all times.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law, pursuant to this Fee Agreement, the Act, or otherwise, then the calculation of any *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions and exemptions that would have applied to the Economic Development Property as if it were not Economic Development Property; and (ii) include a credit for FILOT Payments or Net FILOT Payments or the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All Net FILOT Payments shall be made directly to the County in accordance with applicable law.

ARTICLE V ADDITIONAL INCENTIVES

Section 5.1. Infrastructure Credits. To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure

Credit is described in Exhibit C. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("Credit Term"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit C. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

ARTICLE VI CLAW BACK

Section 6.1. Act Minimum Investment Requirement Claw Back. If the Sponsor together with any Sponsor Affiliate fails to reach the Act Minimum Investment Requirement then this Agreement shall be terminated and the Sponsor and any Sponsor Affiliate is subject to the claw backs as described in the Act, subject to the provisions of Exhibit C with respect to Infrastructure Credits.

ARTICLE VII DEFAULT

Section 7.1. Events of Default. Subject in all events to Section 10.9 hereof, the following are "Events of Default" under this Fee Agreement:

(a) Failure by the Sponsor to make FILOT Payments or Net FILOT Payments due under this Agreement, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in such payments and requesting that it be remedied;

(b) (i) A representation or warranty made by the Sponsor which is materially incorrect when made or deemed made; or (ii) a failure by the Sponsor to perform any of the material terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above, or addressed under Section 6.1 hereof for which failure an exclusive remedy has been provided in Exhibit C), which failure under (i) or (ii) has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor 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 Sponsor is diligently pursuing corrective action;

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

(d) Failure by the County to perform any of the material terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor 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 7.2. Remedies on Default.

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

(i) bring an action for collection of any amounts due hereunder; and/or terminate this Fee Agreement, upon another 30 days written notice, in the case of an Event of Default under Section 7.1(a); or

(ii) take whatever action at law or in equity that may appear necessary or desirable to remedy the Event of Default under Section 7.1(b) but the County's damages under this Agreement for an Event of Default shall always be limited to and never exceed under any circumstance the amount of FILOT Payments due (after application of any Infrastructure Credit) plus legal fees and expenses under Section 7.3 hereof, and any penalty and interest required by statute. Under no circumstances will the Sponsor ever be liable to the County for any other damages hereunder or any other penalty or other interest.

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) take such other action as is appropriate, including legal action, to recover its damages, to the extent allowed by law. For purposes of this Agreement, the Sponsor and any Sponsor Affiliate's damages under this Agreement for an Event of Default shall be limited to and never exceed, under any circumstance, the actual savings to be realized by the Sponsor and/or the Sponsor Affiliate due to the FILOT Payments and Infrastructure Credit provided herein, plus any legal fees and expenses under Section 7.3 hereof, plus interest at the same rate as provided under (a)(ii) above. Under no circumstances will the County ever be liable for any other damages hereunder or penalty or other interest.

Section 7.3. Reimbursement of Legal Fees and Other Expenses. If a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to reimbursement of the reasonable fees of such attorneys and other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. Unless expressly provided otherwise, no remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies described in this Agreement, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. Right to Inspect. Subject to the Sponsor's safety policies and requirements, this Agreement does not limit any otherwise existing legal right of the County and its authorized agents, at any reasonable time on prior notice, to enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“Confidential Information”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “*Confidential Information*.” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges 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. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members 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 for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.4. Limitation of Liability. The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEED DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 8.5. Assignment. The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold; provided, however, that the County hereby expressly consents in advance to any such assignment of this Fee Agreement, in whole or in part, by the Sponsor to any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor’s basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.6. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required

to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.7. Administration Expenses. The Sponsor will reimburse the County for its Administration Expenses in an amount that shall in any event be capped at and limited in the aggregate to \$2,500 on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 8.8. Multicounty Park. The County will use its best efforts to cause, prior to the Project being placed in service, the Real Property to be placed in the Multicounty Park (if not already in the Multicounty Park) and to maintain the Real Property in the Multicounty Park or in some other multicounty industrial or business park within the meaning of the MCIP Act for at least as long as the Infrastructure Credit is to be provided to the Sponsor under this Fee Agreement.

Section 8.9. Decommissioning. The Sponsor shall obtain a bond listing the County as obligee in the amount of \$10,000 per megawatt of output AC produced by the Project to ensure performance of Sponsor's Decommissioning obligations within six (6) months of the Abandonment, termination of the lease governing the Real Property or other termination of the Project by the Sponsor. The obligations arising under this Section survive termination of the Fee Agreement.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the County identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project; provided, however, that the County hereby expressly consents to any future designation by the Sponsor as a Sponsor Affiliate (i) any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor and (ii) any third party that the Sponsor may elect to involve in the construction or financing of the Project, and (iii) the landowner(s) of the Real Property. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or omit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payment or

remit such other amounts on behalf of the Sponsor Affiliate. The Sponsor Affiliate's obligation to make FILOT Payments under this Fee Agreement to the County shall be limited to the FILOT Payments due on the Sponsor Affiliate's Economic Development Property only and under no circumstances shall the Sponsor Affiliate be liable for any FILOT Payments relating to the Sponsor's Economic Development Property.

ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is 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 of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

Santa's Hat Solar, LLC
130 Roberts Street,
Asheville, North Carolina 28801

WITH A COPY TO (does not constitute notice):

Nelson Mullins Riley & Scarborough, LLP
Attn: Edward Klueters
1320 Main Street, 17th Floor (29201)
PO Box 11070
Columbia, SC 29211

IF TO THE COUNTY:

Anderson County, South Carolina
Attn: Anderson County Administrator
101 S. Main Street
Anderson, SC 29624

WITH A COPY TO (does not constitute notice):

Leon Harmon
Anderson County Attorney
101 S. Main Street
Anderson, SC 29624

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor and any Sponsor Affiliates any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for

the sole and exclusive benefit of the County and the Sponsor and any Sponsor Affiliates.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done 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 Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement. It is expressly agreed that the Sponsor may add Economic Development Property, whether real or personal, by including such property on the Sponsor's PT-300 Schedule S or successor form during the Investment Period to the fullest extent permitted by law.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. Notwithstanding Section 7.1 hereof or any other provision of this Fee Agreement to the contrary, the Sponsor is not liable or responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, natural disasters, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is 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 of this Fee Agreement.

Section 10.12. 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 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee 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 Fee Agreement, and no interest will accrue in the interim.

Section 10.14. Agreement's Construction. Each party and its counsel have reviewed this Fee 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 Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor 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 A. Croegaert
Anderson County Clerk to Council

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]

SANTA'S HAT SOLAR, LLC

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

EXHIBIT A
PROPERTY DESCRIPTION; FAIR MARKET VALUE

TMS: 267-00-11-006	MARKET VALUE: \$69,390
267-00-11-007	MARKET VALUE: \$195,780

[ADD LEGAL DESCRIPTIONS]

EXHIBIT B
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective _____ (“Fee Agreement”), between Anderson County, South Carolina (“County”) and _____ (“Sponsor”).

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

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

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

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

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Request of Sponsor.

The Sponsor hereby requests and consents to the addition of _____ as Sponsor Affiliate to the Fee Agreement.

5. Consent of County.

The County, through approval as authorized in the Fee Agreement, hereby consents to the addition of _____ as Sponsor Affiliate to the Fee Agreement.

6. Governing Law.

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

7. **Notice.**

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

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

Date

Name of Entity

By:

Its:

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

ANDERSON COUNTY, SOUTH CAROLINA

By:

Its:

EXHIBIT C
DESCRIPTION OF INFRASTRUCTURE CREDIT

The Project shall be entitled to the Infrastructure Credit each year for a period of forty (40) consecutive years, to commence with the first FILOT Payment to be made with respect to the Project after it is placed in service, unless the Sponsor requests a different starting date by notice to the County no later than June 30 of the property tax year in which the Infrastructure Credit is to commence. For the avoidance of doubt, should any part or all of the Project not be eligible as Economic Development Property, the FILOT Payment shall also mean, in such case, the payments in lieu of taxes made as a result of the Project being located in a Multicounty Park so that the Infrastructure Credit and Negative Infrastructure Credit provided for herein can be utilized to reduce or increase, as appropriate, such FILOT Payments to the Fixed FILOT Payment (as defined below).

The Infrastructure Credit shall be equal to the amount necessary to reduce the FILOT Payment for the applicable year to an amount equal to \$8,000 (the "Fixed FILOT Payment"). The Fixed FILOT Payment is subject to adjustments after the Project is placed in service as provided in sections 4.2, 4.3, 4.4, and 4.5 of this Agreement. Should the FILOT Payment for any year be less than the Fixed FILOT Payment due for such year, the Sponsor agrees to pay an amount in addition to the FILOT Payment due for such year to make the Sponsor's total payment to the County for that year equal to the Fixed FILOT Payment (as may be adjusted).

The Infrastructure Credit may be allocated among the Sponsor and any Sponsor Affiliates' cost of Infrastructure as determined from time to time by Sponsor as the Project components owned by each of the Sponsor and the Sponsor Affiliates constitute one integrated Project. To the extent a Sponsor Affiliate is not able to use or apply an Infrastructure Credit due to a lack of Infrastructure costs, such Infrastructure Credit shall be applied to the Sponsor's Infrastructure costs so as to put the Sponsor in the same economic position as if the Sponsor Affiliate had been able to use such Infrastructure Credit.

To the extent the Infrastructure Credit is used to pay for the cost of personal property and the removal of such personal property results in a penalty pursuant to 4-29-68(A)(2)(ii) of the Code, the Sponsor shall be entitled to an additional Infrastructure Credit against any remaining FILOT Payments to be made on property remaining subject to the FILOT Payments after the date of such removal.

valorem property taxes that would have been due and payable with respect to such property but for the location of such property within the Park (each a “FILOT Payment”).

WHEREAS, pursuant to that Resolution No. 2019-007 adopted by the County Council on February 19, 2019, as an inducement to the Acquisition and the anticipated retention of the Project in the County (the “Inducement”), [Project Lilac] requested and the County authorized, finding it to be a substantial public benefit to the County, a new incentive arrangement with [Project Lilac] or its designee (“New Incentive Arrangement”), the form of which is presented to County Council and attached hereto as Exhibit C (the “Infrastructure Credit Agreement”); and

WHEREAS, the New Incentive Arrangement permits the Company, at its sole discretion, to make FILOT Payments net of Special Source Revenue Credits (“SSRC”)s such that the net FILOT Payments would be equivalent to the remaining Payments-in-Lieu-of-Taxes that would have become due under the 1999 Lease Agreement and to extend the term of such benefits by a period of 20 years, resulting in a total term of 40 years during which the Company could continue to make such net FILOT Payments, as further set forth in the Infrastructure Credit Agreement; and

WHEREAS, in order for the real and personal property assets of [Project Lilac] that are subject to the benefits of the 1999 Lease Agreement to receive the benefits under the New Incentives Arrangement, [Project Lilac] must exercise its option to purchase pursuant to Section 11.1. of the 1999 Lease Agreement, upon which the County would convey such real and personal property back to [Project Lilac], or at [Project Lilac’s] option, to its designee, and the County consents thereto; and

WHEREAS, as of the effective date of this Ordinance, with the consent of the County thereto, [Project Lilac] has exercised its option to purchase pursuant to the 1999 Lease Agreement, and the County has conveyed, or will as soon as practicable convey, all real and personal property comprising the Project, at the option of [Project Lilac] back to [Project Lilac] or its designee, and the 1999 Lease Agreement is terminated or will terminate upon such conveyance.

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

Section 1. *Inclusion and Maintenance of the Project in the Park.* The County will use its best efforts to ensure that the Project is incorporated into and will remain in the Park (or a successor multi-county business park) for no less than the term of the Infrastructure Credit Agreement.

Section 2. *Authorization to Execute and Deliver the Infrastructure Credit Agreement.* The form, terms and provisions of the Infrastructure Credit Agreement presented at this meeting and filed with the Clerk to County Council are hereby approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Infrastructure Credit Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council are hereby authorized, empowered and directed to execute, acknowledge and deliver the Infrastructure Credit Agreement in the name and on behalf of the County, and thereupon to cause the Infrastructure Credit Agreement to be delivered to [Project Lilac] or [the Buyer]. The Infrastructure Credit Agreement to be in substantially the form

now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advice of the County Attorney, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Infrastructure Credit Agreement now before this meeting.

Section 3. *Approval of Termination of 1999 Lease Agreement.* The termination of the 1999 Lease Agreement, effective upon the execution of the Infrastructure Credit Agreement by all parties thereto is hereby approved. The County hereby releases the Company from any future obligations or liability in connection therewith.

Section 4. *Approval of Conveyance of Property.* The conveyance of the real and personal property comprising the Project by the County to [Project Lilac] or its designee is hereby approved. The Chairman of County Council and the Clerk to County Council are hereby authorized, empowered and directed to execute, acknowledge and deliver limited warranty deeds and bills of sale or other conveyance documents in the name and on behalf of the County, the form of such documents as shown on Exhibit D attached hereto, are hereby approved, subject to any reasonable changes thereto, which are not materially adverse to the County. Upon their execution the County shall cause said deed(s) and bill(s) of sale to be delivered to [Project Lilac] or its designee for recording with the County's real estate records department.

Section 5. *Further Acts.* The County Council authorizes the Chairman of County Council, 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.

Section 6. *General Repealer.* All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 7. *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

FOR ANDERSON COUNTY:

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:
Second Reading:
Third Reading:
Public Hearing:

EXHIBIT A

1999 Lease Agreement

[attached]

EXHIBIT B

Description of Land

[to be entered]

EXHIBIT C

Infrastructure Credit Agreement

[attached]

EXHIBIT D

Reconveyance Documents

STATE OF SOUTH CAROLINA)	
)	
COUNTY OF ANDERSON	)	QUITCLAIM DEED TO TITLE OF REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **ANDERSON COUNTY, SOUTH CAROLINA**, a body corporate and politic and a political subdivision of the State of South Carolina ("Grantor"), for and in consideration of ONE DOLLAR (\$1.00) has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto [Project Lilac], a South Carolina corporation ("Grantee"), all of Grantor's right, title and interest in the real property, if any, and improvements to real property, including buildings, structures, and other improvements, constructed on and annexed to the real property (collectively, "Property"):

See **Attachment A** attached hereto and incorporated herein.

This conveyance is specifically made subject to any and all restrictions, easements, covenants, conditions, and rights of way of record in the Register of Deeds Office for Anderson County, South Carolina and subject to any of the same, which might appear from an inspection of the premises.

Grantee's Address: [Project Lilac]
 Street
 South Carolina

Together with all and singular the rights, members, hereditaments and appurtenances to said improvements belonging or in any wise incident or appertaining; to have and to hold all and singular the improvements before mentioned unto the Grantee, and Grantee's successors and assigns, forever.

Grantor has taken no action to affect title to the Property. **Grantor makes no warranty, express, implied or otherwise as to its title, if any, to the Property or the condition of the Property**, which is conveyed AS IS, WHERE IS, without representation or warranty of any kind.

[Signature Page Follows]

WITNESS the Grantor's hand and seal as of this ____ day of _____, 2018.

SIGNED, sealed and delivered in the
presence of:

WITNESSES:

ANDERSON COUNTY,
SOUTH CAROLINA

By: _____

STATE OF SOUTH CAROLINA)

)

COUNTY OF ANDERSON)

ACKNOWLEDGMENT

I, _____, Notary Public for the State of South Carolina, do
hereby certify that the above-named Anderson County, South Carolina by and through
_____, _____, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 2019.

Notary Public _____

My Commission Expires: _____

Attachment A
Legal Description

BILL OF SALE

RECITALS:

ANDERSON COUNTY,
SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman,
Anderson County Council

Attest:

Lacey Croegaert
Anderson County Clerk of Council

EXHIBIT A
Legal Description

At that piece or parcel of land, together with any and all improvements thereon, situate, lying and being in Anderson County, and being more particularly described as follows: to wit,

EXHIBIT A-1

All machinery, equipment, fixtures, goods, furniture, office equipment, and all other personal property and fixtures located on, or acquired in connection with, the construction of improvements on the land described in **Exhibit A**.

INFRASTRUCTURE CREDIT AGREEMENT

BY AND BETWEEN

ANDERSON COUNTY, SOUTH CAROLINA

AND

[PROJECT LILAC/BUYER]

2019

This Infrastructure Credit Agreement (the "Agreement") is made and entered into as of [date] by and between Anderson County, South Carolina (the "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 and [Project Lilac / Buyer], a company formerly known to the County as Project Lilac, a [state corp / llc], its affiliated and related entities and assigns ("Company") and any other party that may join as a Project Affiliate (hereinafter, the County, the Company, and any Project Affiliate are referred to collectively as "Parties," and individually as a "Party").

WHEREAS, the County, acting by and through its County Council, as authorized by Title 4, Chapter 12 of the Code of Laws of South Carolina 1976, as amended (the "FILOT Act"), entered into a Lease Agreement dated December 15, 1999, with [Original Company] (the "1999 Lease Agreement"), and by way of succession, merger, name change and assignment [Project Lilac] is now the party to the 1999 Lease Agreement, a copy of which is attached hereto as Exhibit A, and is now the owner of the Project (defined herein); and

WHEREAS, pursuant to the 1999 Lease Agreement [Project Lilac] would, in lieu of statutory *ad valorem* taxes, make Payments-in-Lieu-of-Taxes (as defined in the 1999 Lease Agreement) for real and personal property comprising the Project (as defined in the 1999 Lease Agreement and this Agreement) that were placed in service after February 5, 1999 and before February 6, 2005, for a total of 20 years for each item of property comprising the Project; and

WHEREAS, [Project Lilac] transferred the real property upon which the Project is located (the "Land"), a description of which is attached hereto as Exhibit B, to the County, as required by the FILOT Act; and

WHEREAS, at the time the parties entered the 1999 Lease Agreement [Project Lilac] anticipated investing at least \$30,000,000 in the Project and [Project Lilac] has since invested and maintained at least \$30,000,000 in the Project; and

WHEREAS, based on the Inducement (defined herein) [Project Lilac] transferred a substantial portion of the Project to a new owner by way of an equity sale (the "Acquisition"); and

WHEREAS, the Land and the Project are currently located in a multicounty business park (the "Park") and in accordance with Article VIII, Section 13 of the South Carolina Constitution and Sections 4-1-170, 4-1-175, and 4-29-68 of the Code of Laws of South Carolina 1976, as amended (collectively the "Multi County Park Act"), real and personal property having a *situs* in a Park is exempt from all *ad valorem* property taxes; however, the owner or lessee of such property is 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 that would have been due and payable with respect to such property but for the location of such property within the Park (each a "FILOT Payment"); and

WHEREAS, pursuant to that Resolution No. 2019-007 adopted by the County Council on February 19, 2019, as an inducement to the Acquisition and the anticipated retention of the Project in the County (the "Inducement"), [Project Lilac] requested and the County authorized, finding it to be a substantial public benefit to the County, a new incentive arrangement with [Project Lilac] or its designee ("New Incentive Arrangement"); and

WHEREAS, the New Incentive Arrangement permits the Company, at its sole discretion, to make FILOT Payments net of Special Source Revenue Credits ("SSRC"s) such that the net FILOT Payments would be equivalent to the remaining Payments-in-Lieu-of-Taxes that would have become due under the 1999 Lease Agreement and to extend the term of such benefits by a period of 20 years, resulting in a total term of 40 years during which the Company could continue to make such net FILOT Payments; and

WHEREAS, in order for the real and personal property assets of Project Lilac that are subject to the benefits of the 1999 Lease Agreement to receive the benefits under the New Incentives Arrangement, the Company must exercise its option to purchase pursuant to Section 11.1 of the 1999 Lease Agreement, upon which the County would convey such real and personal property back to [Project Lilac], or at [Project Lilac's] option, to its designee and the 1999 Lease Agreement would terminate; and

WHEREAS, as of the effective date of this Agreement, with the consent of the County thereto, [Project Lilac] has exercised its option to purchase pursuant to the 1999 Lease Agreement, and the County has conveyed all real and personal property comprising the Project, at the option of Project Lilac back to [Project Lilac][designee] and the 1999 Lease Agreement is terminated; and

WHEREAS, the Company desires to enter into this Agreement, the terms of which the County and the Company have in good faith mutually negotiated, to effectuate the intent of the New Incentives Arrangement; and

WHEREAS, pursuant to an ordinance adopted [date] by County Council, the County authorized (i) the execution and delivery of this Agreement; (ii) the grant of Special Source Revenue Credits against the FILOT Payments with respect to the Project as further set forth herein; (iii) the maintenance and inclusion of the Project in the Park; (iv) the termination of the 1999 Lease Agreement upon the execution of this Agreement; and (v) the conveyance of the Land to [Project Lilac] or its designee.

NOW, THEREFORE, in consideration of the respective representations and agreements contained in this Agreement, the Parties agree to the following:

ARTICLE I DEFINITIONS

As used herein the term **Eligible Property** shall mean those portions of the Project that were placed in service after February 5, 1999 and before February 6, 2005, to include all Replacement Property (as defined in the 1999 Lease Agreement) that the Company has placed in service as a replacement for Eligible Property and for which the Company has made Payments-in-Lieu-of-Taxes pursuant to the 1999 Lease Agreement.

As used herein the term **Project Affiliate** shall mean any person or entity who the Company may assign any portion of the Project and who delivers an instrument to the Company and County joining this Agreement with respect to its assets that comprise the Project.

As used herein **Land** shall mean that portion of real property, described on Exhibit B, and all improvements thereon.

As used herein the term **Project** shall mean the Land, the buildings and improvements located on the land, machinery, apparatus, equipment, office facilities, furnishings and other personal property located or installed on the Land or in the buildings.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a [corporation] duly organized, validly existing, and in good standing, under the laws of the State of [South Carolina], has power to enter into this Agreement, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

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

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or

result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) The agreement of the County to provide the SSRCS has been instrumental in inducing the Company to maintain the Project in Anderson County and in the State of South Carolina.

Section 2.2 The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provision of the Act is authorized and empowered to enter into the transactions contemplated by the Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Agreement and any and all other agreements described herein or therein.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any agreement or instrument to which the County is now a party or by which it is bound, or will constitute a default under any of the foregoing.

(c) In conjunction with the termination of the 1999 Lease Agreement, the County affirms that the Company is in compliance with the 1999 Lease Agreement and the County hereby releases the Company from any future obligations or liability in connection therewith.

ARTICLE III SPECIAL SOURCE REVENUE CREDITS

Section 3.1 *Calculation and Application of Special Source Revenue Credit.*

(a) Subject to the provisions herein, the County agrees to provide a Special Source Revenue Credit (each an "SSRC") to the Company against its annual FILOT Payments due on the Eligible Property, beginning with the first tax year in which the Eligible Property is no longer eligible for those benefits under the 1999 Lease Agreement, such year anticipated to be 2020, for a total of twenty (20) years, according to the following schedule:

(i) For the first five (5) tax years, anticipated to be years 2020-2024, each annual FILOT Payment that becomes due on Eligible Property pursuant to this Agreement, shall be reduced by a SSRC in an amount equal to 70% of such FILOT Payment due;

(ii) Thereafter, for the subsequent five (5) years, anticipated to be years 2025-2029, each annual FILOT Payment that becomes due on Eligible Property pursuant to this Agreement, shall be reduced by a SSRC in an amount equal to 65% of such FILOT Payment due; and

(iii) Thereafter, for the subsequent ten (10) years, anticipated to be years 2030-2039, each annual FILOT Payment that becomes due on Eligible Property pursuant to this Agreement, shall be reduced by a SSRC in an amount equal to 60% of the FILOT Payment due.

(b) The County shall reimburse the Company the appropriate SSRC amount by reflecting the same as an annual credit toward the Company's FILOT Payment on the invoices provided by the County to the Company.

Section 3.2 *Disposal of any portion Eligible Property of the Project.*

The Company may in its sole discretion remove any portion of the Eligible Property of the Project that it determines to be inadequate, obsolete, worn out, unsuitable, unusable or unnecessary. Such removed portions shall be known as "Disposed Property". Any Disposed Property shall not be eligible for SSRCs against any FILOT Payments that may become due on such Disposed Property.

Section 3.3 *Condemnation.*

Should the temporary use of or title to any portion of or the entire Project become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, the Company shall have the option to terminate this Agreement. In the event of a partial taking if the Company elects not to terminate this Agreement it may treat those portions of the Project so taken as Disposed Property.

Section 3.4 *Casualty.*

In the event the Project or any portion of the Project is damaged by fire, explosion, or any other casualty, the Company shall have the right to terminate this Agreement. If the Company elects not to terminate this Agreement it may restore the Project. Any such restorations to any portion of the Project shall be treated as Eligible Property. Any damaged portion of the Project that is not restored shall be treated as Disposed Property.

ARTICLE IV
EVENTS OF DEFAULT AND REMEDIES

Section 4.1 *Default.*

The following are "Events of Default" under this Agreement, and the term "Events of Default" means, whenever used with reference to this Agreement, any one or more of the following occurrences:

(a) Failure by the Company or, as applicable, any Project Affiliate, to make, upon levy, FILOT Payments; provided, however, that the Company or, as applicable, the Project Affiliate, shall be entitled to all redemption rights for non-payment of taxes granted by applicable statutes; or

(b) Failure of the Company or, as applicable, any Project Affiliate, to make payment of any other amounts payable to the County under this Agreement, of which default has not been cured within ninety (90) days of written notice of nonpayment from the County.

(c) Failure by the Company or, as applicable, any Project Affiliate, to perform any of the other material terms, conditions, obligations or covenants of the Company or, as applicable, any Project Affiliate hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company or, as applicable, any Project Affiliate, specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.2 *Remedies on Default.*

Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Company or, as applicable, any Project Affiliate, of such default and after the expiration of a ninety (90) day cure period shall have the option to take any one or more of the following remedial actions:

(a) Terminate this Agreement; or

(b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company or, as applicable, any Project Affiliate, under this Agreement.

ARTICLE V
MISCELLANEOUS

Section 5.1 *Confidentiality.* The County acknowledges and understands that the Company and, as applicable, any Project Affiliate, utilizes confidential and proprietary “state-of-the-art” information and data in their operations, and that a disclosure of any information, including, but not limited to, disclosures of financial or other information concerning the Company’s operations and, as applicable, any Project Affiliate’ operations, could result in substantial harm to them and could thereby have a significant detrimental impact on their employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County’s police powers, neither the County nor any employee, agent, or contractor of the County: (i) will request or be entitled to receive any such confidential or proprietary information; (ii) will request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) will knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the foregoing, whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns, or other documents while this Agreement is in effect, the Company or owner of the Project at the time shall promptly furnish to the County through the County Attorney the completed form of such required documents together with a certification by the Company or owner

that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company or owner to comply with this provision, the Company or owner agrees to pay the statement for attorney's fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within thirty (30) days after presentation by the County, and to promptly pay any fees, penalties, assessments, or damages imposed upon the County by reason of its failure to duly file or produce such documents. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company and, as applicable, any Project Affiliate, may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information or conduct or review the results of any inspections.

Section 5.2 *Assignment.* This Agreement may be assigned in whole or part by the Company. The Company agrees to notify the County of any assignments as soon as practical.

Section 5.3 *Termination.* Prior to the last SSRC available pursuant to this Agreement, the Company may at any time by written notice to the County, provide for the termination of this Agreement, effectively immediately upon giving such notice or upon such date as may be specified in the notice; provided that the Company shall have made payment to the County of all applicable payments payable under this Agreement as of such time. Upon any such termination, and subject to any provisions herein which shall by their express terms be deemed to survive any termination of this Agreement, the sole consequence to the Company shall be that it shall no longer be entitled to the benefit of the SSRCs provided herein and, except as may be expressly provided herein, in no event shall the Company be required to repay to the County the amount of any benefit previously received hereunder.

Section 5.4 *Force Majeure.* The Company shall not be 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 5.5 *Fiscal Year; Property Tax Year.* If the Company's and, as applicable, any Project Affiliate's, fiscal year changes so as to cause a change in the Company's or Project Affiliate's property tax year, then the timing of the requirements of this Agreement are automatically revised accordingly.

Section 5.6 *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:
Street
Anderson, South Carolina
Telephone: (864)

AS TO THE COMPANY: Project Lilac
ATTN:
Street
City
Telephone:
Facsimile:
Email:

WITH A COPY TO: [FIRM]
(shall not constitute notice) ATTN:
Street
City
Telephone:
Facsimile:
Email:

Section 5.7 *Binding Effect.* This Agreement is binding, in accordance with its terms, upon and inure to the benefit of the Company, any Project Affiliate, and the County, and their respective successors and assigns, to the extent allowed by law. 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 5.8 *Counterparts.* This Agreement may be executed in any number of counterparts, an all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.9 *Governing Law.* This Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.10 *Headings.* The headings of the articles and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

Section 5.11 *Amendments.* The provisions of this Agreement may be modified or amended only in writing by an agreement lawfully entered into by all parties.

Section 5.12 *Further Assurance.* From time to time, and at the Company's and any Project Affiliate's expense, the County agrees to execute and deliver to the Company and any Project

Affiliates such additional instruments as either may reasonably request to effectuate the purposes of this Agreement.

Section 5.13 *Severability.* If any provision of this 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 so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company, and, as applicable, any Project Affiliate, with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and, as applicable, any Project Affiliate, the strong inducement to retain the Project in the County.

Section 5.14 *Limited Obligation.* NEITHER THE PROJECT NOR THE NEGOTIATION, EXECUTION, DELIVERY, OR IMPLEMENTATION OF THIS AGREEMENT SHALL GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Lacey A. Croegaert
Anderson County Clerk to Council

EXHIBIT B

Description of Land

[to be entered]

EXHIBIT A

1999 Lease Agreement

[attached]

RESOLUTION R2019-038

A RESOLUTION EXPRESSING INTENT TO CEASE COUNTY MAINTENANCE ON AND TO AUTHORIZE COUNTY CONSENT TO JUDICIAL ABANDONMENT AND CLOSURE OF BEEHIVE BOULEVARD, DESIGNATED AS ANDERSON COUNTY ROAD C-1-0372; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Beehive Boulevard (the “Road”) is currently an asphalt Anderson County (the “County”) public road, designated as Anderson County Road C-01-0372;

WHEREAS, the Road extends 288 feet from Highway 153 and exists on two parcels of property identified as Anderson County tax map numbers 237-00-08-002 and 237-00-08-009, all of which have common ownership, as shown on the map prepared by Anderson County Roads and Bridges Department on August 6, 2016 attached hereto as **Exhibit A** and incorporated herein by reference;

WHEREAS, the property owners (hereinafter collective the “Petitioners”) have requested that the County abandon said Road for new development. The Petition is attached hereto as **Exhibit B** and incorporated herein by reference;

WHEREAS, the County has complied with all of its Ordinances and Regulations pertaining to cessation of County maintenance and County consent to judicial abandonment and closure of County public roads, in the case of the above referenced Road;

WHEREAS, none of the procedures undertaken by the County have revealed or reflected a need for said Road to remain under County maintenance or to remain a public road, and the County staff have recommended that the County consent to the requested abandonment and judicial closure; and

WHEREAS, Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) desires to express its intent to cease County maintenance on, and to authorize County consent to judicial abandonment and closure of the Road.

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

1. Anderson County, acting by and through its County Council, consents to the judicial abandonment and closure of Beehive Boulevard (C-01-0372) by the property owners.
2. In the event Beehive Boulevard is closed by a Judicial Order, the county shall immediately cease all maintenance of this Road.
3. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

4. 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.
5. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this 17th day of September 2019, in meeting duly assembled.

ATTEST:

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



MEMORANDUM

ANDERSON COUNTY ROADS AND BRIDGES

DATE: September 9, 2019
TO: Mr. Rusty Burns, County Administrator
FROM: Matt Hogan, Roads and Bridges Manager *Matt Hogan*
SUBJECT: Proposed abandonment of Beehive Blvd, C-1-372
Council District Six

Please find attached information regarding the proposed abandonment of Beehive Boulevard. Property owners have requested abandonment for new development of a 7-Eleven Convenience Store. Site plans have been submitted to Anderson County Development Standards and approval is pending abandonment of the road. Petition has been filed for judicial abandonment. A copy of the petition is attached.

This road was accepted into the county system on September 20, 2016. The development was called Holliday Commercial Tract. There have been no improvements or developments on the property.

A signed petition by the landowners is enclosed. Owners were provided a copy of Anderson County Ordinance regarding abandonment and closure of public roads policies and procedures and notified in writing of their responsibilities for obtaining legal title to the road if Council approves abandonment by resolution.

Notification signs were posted on the road on August 9, 2019. Signs were in place for 30 days on September 8, 2019.

Notification of the proposed abandonment was mailed to Emergency Service providers and Anderson School District One Transportation Department. Anderson School District confirmed the closure would not impact bus routing. No response was received from Emergency Services.

Our department has conducted a thorough investigation of this road.

- Public notification signs were posted for 30 days
- There were no inquiries
- Road is in general public use
- Road runs from Highway 153 to dead end
- The asphalt road is 288 linear feet and 24 feet wide
- 66 right-of-way
- Average Daily Traffic Count is 7 cars per day

Tommy Dunn
Chairman, District 5

Craig Wooten
Council District 1

Tom Allen
Council District 4

Cindy Wilson
Council District 7

Ray Graham
V. Chairman, District 3

Gracie Floyd
Council District 2

Ken Waters
Council District 6

Lacey Croegaert
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

Rusty Burns | County Administrator
rburns@andersoncountysc.org



MEMORANDUM

ANDERSON COUNTY DEPARTMENT NAME | PAGE 2

With the information provided, I recommend Anderson County abandon interest in Beehive Boulevard.

Photographs and location map are enclosed for your convenience.

Enclosures

Tommy Dunn
Chairman, District 5

Craig Wooten
Council District 1

Tom Allen
Council District 4

Cindy Wilson
Council District 7

Ray Graham
V. Chairman, District 3

Gracie Floyd
Council District 2

Ken Waters
Council District 6

Lacey Croegaert
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

Rusty Burns | County Administrator
rburns@andersoncountysc.org



Anderson County Roads & Bridges

735 Michelin Boulevard, Anderson, SC 29625
(864) 260-4190

Roadway Abandonment Petition

*Only one signature per household will be counted

Date: 8/1/2019

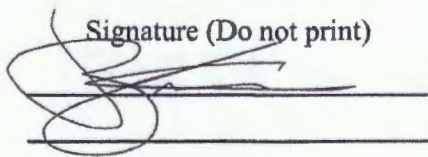
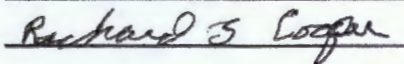
I am the Contact Person for this road and will be responsible for the expedition of information between the Anderson County Roads & Bridges Engineering Section and the landowners on the proposed road.

Name: Aimee Leary, Wendell L. Hawkins, PA
Mailing Address: 103-C Regency Commons Dr
City: Greer State: SC Zip: 29650
Telephone #: 864-848-9370

Road Name: BEEHIVE BLVD C-01-0372

Reason for abandonment: Conflicts with new development (commercial).

We, the undersigned landowners, do petition Anderson County Roads & Bridges to abandon the road, or portion of road, named above.

Signature (Do not print)	Address	Phone Number
	Description: LOT OP2 BEEHIVE BLVD 1.62 AC	
	TMS: 2370008002	
	Owner: BEESON DEVELOPMENT LLC	
	(Owner Contact - Joseph Beeson)	(864) 704-4415
	Mailing Address: 2156 RIVER RD, PIEDMONT SC 29673	
	Description: TR H COOPER RD 5.50 AC	
	TMS: 2370008009	
	Owner: COOPER LIVING TRUST	
	(Owner Contact - Richard Cooper)	(864) 918-2943
	Mailing Address: 475 HWY 183, PIEDMONT SC 29673	



August 6, 2019

Jimmy Ray Sutherland, Fire Chief
Anderson County Fire Department
210 McGee Road
Anderson, South Carolina 29625

Dear Chief Sutherland:

This letter is to inform you that we have received a request to abandon Beehive Boulevard, C-1-372 off Highway 153. This is a dead end road in which the abutting properties were never developed. Owners are wanting to abandon for new development.

We would appreciate as to how, if any, this closure might impact emergency vehicle response to neighboring citizens. A response from you within 30 days regarding this matter would be greatly appreciated. If this closure has no effect, we will proceed with the abandonment process.

Thank you in advance for your assistance with this matter. You may contact me via email at wmhogan@andersoncountysc.org if you desire.

Sincerely,

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

Matt Hogan
Roads and Bridges Manager

Enclosures

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



August 6, 2019

Benny Bridges, Jr., Transportation Supervisor
Anderson County School District One
2001-B Easley Highway
Piedmont, South Carolina 29673

Dear Mr. Bridges:

This letter is to inform you that we have received a request to abandon Beehive Boulevard, C-1-372 off Highway 153. This is a dead end road in which the abutting properties were never developed. Owners are wanting to abandon for new development.

We would appreciate your input as to how, if any, this closure might impact bus routing on this road. We would appreciate a response within 30 days.

Thank you in advance for your assistance with this matter. You may contact me via email at wmhogan@andersoncountysc.org if you desire.

Sincerely,

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

Matt Hogan
Roads and Bridges Manager

Enclosures

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

From: [Matt Hogan](#)
To: [Jill Sanders](#)
Subject: Fwd: Request to Abandon
Date: Tuesday, August 13, 2019 3:54:26 PM

Sent from my iPhone

Begin forwarded message:

From: Benny Bridges <bridgesbe@apps.anderson1.org>
Date: August 13, 2019 at 11:10:19 AM EDT
To: wmhogan@andersoncountysc.org
Subject: Request to Abandon

Mr. Hogan,

This is to confirm that I have received the letter in reference to the request to abandon Beehive Blvd C-1-372 off Highway 153 and after reviewing this request I can confirm that this closure would NOT impact the bus routing.

I sincerely appreciate you considering the impact this road closure would have on bus routing and giving us the option to respond.

Thanks,

Benny Bridges, Jr

Transportation Director

Anderson School District One

Transportation Office

bridgesbe@apps.anderson1.org

[864-947-8989](tel:864-947-8989) or [864-232-6619](tel:864-232-6619) Office Phone

[864-947-9881](tel:864-947-9881) Fax

NOTICE: Employees are reminded of Board Policy IJNDB-R, which governs e-mail and Internet usage, and are advised to act accordingly. Recipients of e-mail sent through Anderson One's system should understand that it may contain confidential, proprietary, or privileged material. If you have received the above e-mail or any attachments in error, this does not constitute permission to examine, copy, or distribute the information. Prompt notification to the sender of the error would be appreciated.

Beehive Blvd



8/6/2016

Anderson County Roads & Bridges Dept.

Beehive Blvd, C-1-372 Abandonment

View from Highway 153



View from End of Road



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF ANDERSON	)	TENTH JUDICIAL CIRCUIT
)	
Richard S. Cooper and Margaret B. Cooper,	)	C.A. No. 2019-CP-04-
Trustees, or their successors in trust under the)	
Cooper Living Trust dated November 26,)	
1997, Richard S. Cooper, J and E Holdings,	)	SUMMONS
LLC and Beeson Development, LLC,)	
)	
Petitioners,)	
)	
County of Anderson, South Carolina,)	
)	
Respondent.)	
_____)	

TO THE RESPONDENT ABOVE-NAMED:

You are hereby summoned and required to answer the Petition in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Petition, upon the subscriber at 103-C Regency Commons Drive, Greer, SC 29650 within thirty (30) days after service hereof, exclusive of the day of service. If you fail to answer the Petition within that time, the Plaintiff will apply to the court for the relief demanded in the Petition and a Judgment by Default will be rendered against you for the relief demanded in the Petition.

YOU WILL ALSO TAKE NOTICE that, pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure, as amended, the Petitioners will move for a general Order of Reference to the Master in Equity for Anderson County, which Order shall, pursuant to Rule 53(b) of the SCRCF, specifically provide that said Master is authorized and empowered to conduct hearing and enter a final judgment in this action.

Respectfully submitted,

/s/ Aimee V. Leary

Wendell L. Hawkins (S.C. Bar #: 13583)

Aimee V. Leary (S.C. Bar #: 100657)

Wendell L. Hawkins, PA

103-C Regency Commons Dr. Greer, SC 29650

(864) 848-9370 (Ph) (864) 848-9759 (Fax)

wlh@wlhawkinslawfirm.com

avl@wlhawkinslawfirm.com

Attorneys for Petitioners

August 21, 2019
Greer, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF ANDERSON	)	TENTH JUDICIAL CIRCUIT
)	
)	
Richard S. Cooper and Margaret B. Cooper,	)	C.A. No. 2019-CP-04-
Trustees, or their successors in trust under the)	
Cooper Living Trust dated November 26,)	
1997, Richard S. Cooper, J and E Holdings,	)	PETITION
LLC and Beeson Development, LLC,	)	Permanent Road Closure
	)	Non-Jury
Petitioners,)	
)	
)	
County of Anderson, South Carolina,)	
)	
Respondent.)	
_____)	

Petitioners, by and through their undersigned counsel, would respectfully show this Court the following:

JURISDICTION AND VENUE

1. The real property ("Beehive Blvd") which is the subject of this action is located in Anderson County, South Carolina and is more particularly described as follows:

Beehive Blvd extending 288 feet from SC Highway 153 to its terminus and exists on one parcel of property identified as Anderson County tax map number 237-00-08-009 as shown on a map prepared by Anderson County Roads and Bridges Department on July 22, 2019, including any and all portions of Beehive Blvd that may not be herein described but are intended to be abandoned.

2. Beehive Blvd is located within the County of Anderson and is identified as Anderson County Road Number C-01-0372 on the records for Anderson County, South Carolina.

3. Petitioners own fee simple title to the real property which abuts each portion of Beehive Blvd to be closed hereunder. Petitioners, Richard S. Cooper and Margaret B. Cooper, Trustees, or their successors in trust under the Cooper Living Trust dated November 26, 1997, Richard S. Cooper and J and E Holdings, LLC, collectively owning Anderson County tax map

number 237-00-08-009 and Petitioner, Beeson Development, LLC, owning Anderson County tax map number 237-00-08-002.

4. The Respondent, County of Anderson, is the governmental entity charged with maintaining the roads within the County of Anderson, South Carolina, which is joined to this action because it may claim, for the public, some right, title or interest in Beehive Blvd which is the subject of this action.

5. For the forgoing reasons jurisdiction and venue are proper with this court.

**FOR A FIRST CAUSE OF ACTION
(Road Closure)**

6. Petitioners have instituted this action in accordance with the procedures described in § 57-9-10 through § 57-9-40 of the South Carolina Code of Laws (1976, as amended) for the purpose of formally closing Anderson County Road C-01-0372 identified herein above, and establishing record title to the real property which underlies Beehive Blvd to be abandoned and closed.

7. Petitioners have caused a Notice of Intent to File a Petition to be published once a week for three (3) consecutive weeks in a newspaper of general circulation published in Anderson County, South Carolina, as will be evidenced by the Affidavit of Publication to be filed with this Court.

8. Respondent has caused signs with Notice of Pending Closure to be posted at each terminus of Beehive Blvd in compliance with the requirements of Regulation §63-1000, of the South Carolina Code of Laws (1976, as amended).

9. The closure of Beehive Blvd described above is appropriate and necessary to allow the productive development of the real property owned by Petitioners and will not adversely affect the ability of owners surrounding Beehive Blvd or the general public to have access to or travel

upon public roads located nearby.

10. Petitioners believe and allege that Beehive Blvd serves no public purpose in that it does not provide access to any existing development or improvements.

11. Petitioners believe and allege that it is in the best interest of all parties involved and the general public that Beehive Blvd described hereinabove and shown on the map attached here to as **Exhibit A** be ordered closed and abandoned and that fee simple title to Beehive Blvd be vested in Petitioner, Richard S. Cooper and Margaret B. Cooper, Trustees, or their successors in trust under the Cooper Living Trust dated November 26, 1997.

12. Petitioners own the property abutting the boundaries of Beehive Blvd and therefore Petitioners have complied with the notice requirements of § 57-9-10, et seq. of the South Carolina Code of Laws (1976, as amended).

WHEREFORE, Petitioners respectfully pray that this Court grant the following relief:

1. For an Order directing that Beehive Blvd described hereinabove and by the map attached hereto as **Exhibit A** be judicially closed and permanently abandoned as a paved, public road;
2. For an Order that fee simple title to Beehive Blvd be vested in Petitioner, Richard S. Cooper and Margaret B. Cooper, Trustees, or their successors in trust under the Cooper Living Trust dated November 26, 1997;
3. For an Order permanently enjoining Petitioners and Respondent, and all persons claiming under them, from asserting any adverse claim to title to the property as established by the order of this Court;
4. That the office of the Register of Deeds for Anderson County be directed to record the Order issued by this Court in the records of said office, indexed in the Book of

Deeds to real estate maintained in said office in the name of the Petitioners and the Respondent in the Grantor index and in the name of the Petitioners and the Respondent in the Grantee index; and

5. For such other and further relief as the Court deems just and proper.

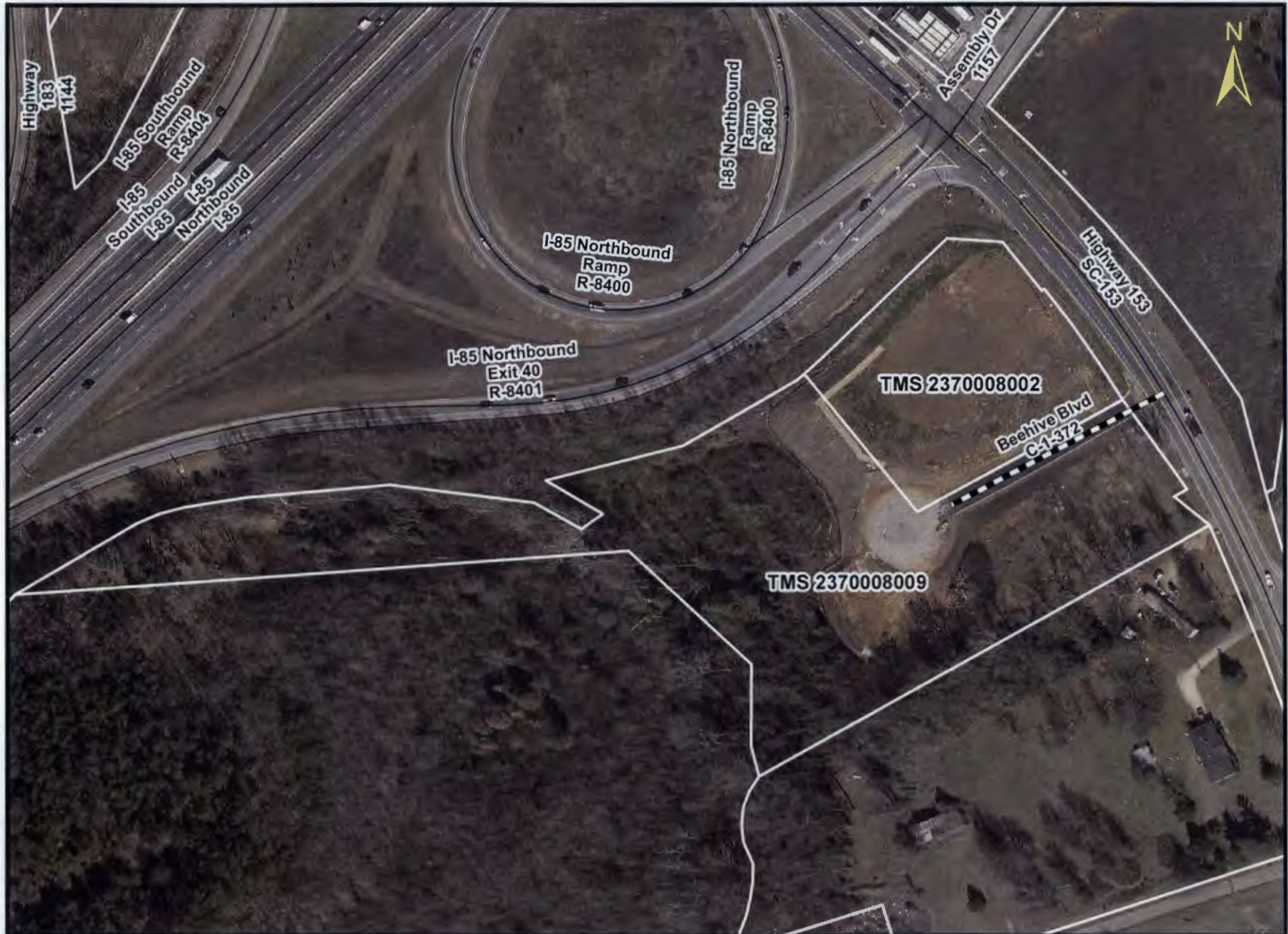
Respectfully submitted,

/s/ Aimee V. Leary

Wendell L. Hawkins (S.C. Bar #: 13583)
Aimee V. Leary (S.C. Bar #: 100657)
Wendell L. Hawkins, PA
103-C Regency Commons Dr. Greer, SC 29650
(864) 848-9370 (Ph) (864) 848-9759 (Fax)
wlh@wlhawkinslawfirm.com
avl@wlhawkinslawfirm.com
Attorneys for Petitioners

August 21, 2019
Greer, South Carolina

Exhibit A
Beehive Blvd, C-1-372



July 22, 2019

Anderson County Roads and Bridges Dept.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF ANDERSON	)	TENTH JUDICIAL CIRCUIT
)	
)	
Richard S. Cooper and Margaret B. Cooper,	)	C.A. No. 2019-LP-04-
Trustees, or their successors in trust under)	
the Cooper Living Trust dated November)	
26, 1997, Richard S. Cooper, J and E	)	LIS PENDENS
Holdings, LLC and Beeson Development,)	
LLC,)	
)	
Petitioners,)	
)	
)	
County of Anderson, South Carolina,)	
)	
Respondent.)	
_____)	

YOU WILL PLEASE TAKE NOTICE THAT an action has been commenced and is now pending in the Court of Common Pleas Court for Anderson County, South Carolina to close Beehive Blvd (C-01-0372) described below and to quiet title for the property more particularly described as follows:

Beehive Blvd extending 288 feet from SC Highway 153 to its terminus and exists on one parcel of property identified as Anderson County tax map number 237-00-08-009 as shown on a map prepared by Anderson County Roads and Bridges Department on July 22, 2019, including any and all portions of Beehive Blvd that may not be herein described but are intended to be abandoned.

Portion of TMS #: 237-00-08-009.

Respectfully submitted,

/s/ Aimee V. Leary
Wendell L. Hawkins (S.C. Bar #: 13583)
Aimee V. Leary (S.C. Bar #: 100657)
Wendell L. Hawkins, PA
103-C Regency Commons Dr. Greer, SC 29650
(864) 848-9370 (Ph) (864) 848-9759 (Fax)

wlh@wlhawkinslawfirm.com
avl@wlhawkinslawfirm.com
Attorneys for Petitioners

August 21, 2019
Greer, South Carolina

Exhibit A

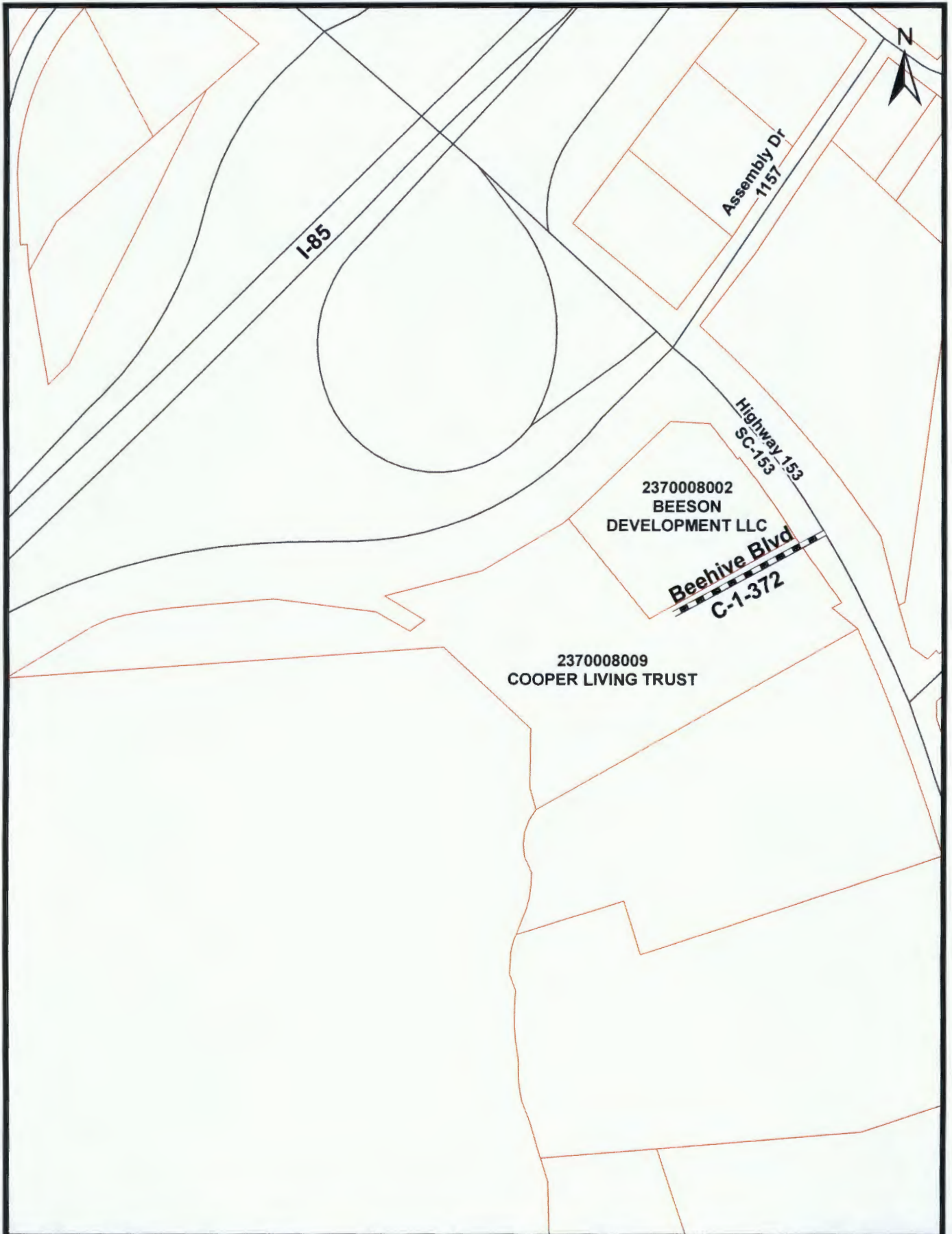


Exhibit B



Anderson County Roads & Bridges

735 Michelin Boulevard, Anderson, SC 29625
(864) 260-4190

Roadway Abandonment Petition

*Only one signature per household will be counted

Date: 8/1/2019

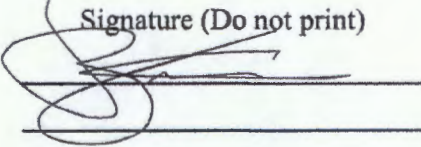
I am the Contact Person for this road and will be responsible for the expedition of information between the Anderson County Roads & Bridges Engineering Section and the landowners on the proposed road.

Name: Aimee Leary, Wendell L. Hawkins, PA
Mailing Address: 103-C Regency Commons Dr
City: Greer State: SC Zip: 29650
Telephone #: 864-848-9370

Road Name: BEEHIVE BLVD C-01-0372

Reason for abandonment: Conflicts with new development (commercial).

We, the undersigned landowners, do petition Anderson County Roads & Bridges to abandon the road, or portion of road, named above.

Signature (Do not print)	Address	Phone Number
	Description: LOT OP2 BEEHIVE BLVD 1.62 AC	
	TMS: 2370008002	
	Owner: BEESON DEVELOPMENT LLC	
	(Owner Contact - Joseph Beeson)	(864) 704-4415
	Mailing Address: 2156 RIVER RD. PIEDMONT SC 29673	
<u>Richard S Cooper</u>	Description: TR H COOPER RD 5.50 AC	
	TMS: 2370008009	
	Owner: COOPER LIVING TRUST	
	(Owner Contact - Richard Cooper)	(864) 918-2943
	Mailing Address: 475 HWY 183. PIEDMONT SC 29673	

SOUTH CAROLINA

)

)

RESOLUTION R2019-040

ANDERSON COUNTY

)

COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BETWEEN ANDERSON COUNTY AND PROJECT SANTA'S HAT; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO

WHEREAS, Anderson County, South Carolina ("County"), acting by and through its County Council ("County Council") is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended ("Act") to encourage manufacturing and commercial enterprises to locate in the State of South Carolina ("South Carolina" or "State") or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax ("FILOT Payments") with respect to economic development property, as defined in the Act;

WHEREAS, Project Santa's Hat, an entity whose name cannot be publicly disclosed at this time ("Sponsor"), desires to invest capital in the County in order to establish a photovoltaic solar facility in the County ("Project");

WHEREAS, the Project is anticipated to result in a total investment of not less than \$2,500,000 in real and personal property;

WHEREAS, as an inducement to make the investment in the County, Sponsor has requested that the County negotiate a fee-in-lieu of *ad valorem* taxes agreement ("Agreement"), which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property, as defined in the Act; and

WHEREAS, the Sponsor has also requested that the County include the Project in a multicounty business park established pursuant to Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175 and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended (the "MCBP Act") and provide certain special source revenue credits ("SSRCs") against the FILOT payments pursuant to the MCBP Act.

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

Section 1. This Resolution is an inducement resolution for this Project for purposes of the Act.

Section 2. County Council agrees to enter into the Agreement, which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property, using an assessment ratio of six percent (6%) and a fixed millage rate of 353.4, for a period of forty (40) years. The FILOT Payments shall be reduced further by an SSRC each year in an amount sufficient to reduce the FILOT payments to an equal, level payment of \$8,000 over the forty (40) year term of the Agreement. The further details of the FILOT Payments, SSRCs, and the Agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 3. County Council identifies and reflects the Project by this Resolution, therefore permitting expenditures made in connection with the Project to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

Section 4. This Resolution is effective after its approval by the County Council.

RESOLVED this 17th day of September, 2019, in a meeting duly assembled.

(SEAL)

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
Anderson County Attorney

Anderson County Purchasing Department Bid Tabulation

BID # 19-049 TOXAWAY MILL DEBRIS PILE REMEDIATION

	Vendor	TOTAL COST
1	NEO	\$799,000.00
2	BELKCO	\$380,700.00
3	ATA	NR
4	HRP	NR
5	MARTIN & SON	NR
6	SME INC.	NR
7	LOGAN AND DIVING	NR
8	G C INC.	NR
9	SCS ENGINEERS	NR
10	HESS LLC	NR
11	ELEVATED ENVIRONMENTAL	NR
12	MOORHEAD CONSTR.	NR
13	SUE LUX	NR
14	BYRD JAMEY	NR

Vendor		TOTAL COST
15	AFTERMATH DISASTER	NR
16	DENNIS CORP.	NR
17	TONYA MILLER	NR
18	ROGERS AND CALCOTT	NR
19	CERESENV	NR
20	ELITE TRUCKING	NR
21	NUEARTH	NR
22	EARTH MATERIALS	NR
23	EPG CO	NR
24	GARY SHAW	NR
25	SUMMIT CO.	NR
26	BRANDON STEPP	NR
27	J C WILLKIE	NR
28	BETH HIGUERA	NR
29	BUD G W C	NR
30	SCS ENGR.	NR

Anderson County Purchasing Department Bid Tabulation

BID # 19-049 TOXAWAY MILL DEBRIS PILE REMEDIATION

Vendor		TOTAL COST
31	MATTHEW CAWLEY	NR
32	MILLERS CO.	NR
33	BHC TRUCKING	NR
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
AWARDED TO:		Belk Co.

SOLICITATION OFFER AND AWARD FORM[illegible]

SECTION III

TOXAWAY MILL DEBRIS PILE REMEDIATION & REMOVAL BID FORM

Name of Party making the Bid: The Belk Company LLC

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 making the Bid, having become familiarized with the Agreement, provided in Section IV of the Bid Package, and having conducted a thorough inspection and evaluation of the Specifications, drawings (if any) and General Conditions contained therein, hereby proposes and agrees to be bound by all the terms and conditions of the Agreement and agrees to perform, within the time stipulated, the work to be performed hereunder at the pricing set forth herein, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in connection with the following project:

Bid #19-049 TOXAWAY MILL DEBRIS PILE REMEDIATION AND REMOVAL

all in strict conformity with the Agreement, including all exhibits and Addenda thereto, contained in Section IV of the Bid package, a copy of which shall be maintained at the office of the Purchasing Manager of County for the following Bid items:

- A. Base Bid for Work according to Specifications: \$ 380,700.00
- B. Please attach any Subcontractor information as **Addendum E** hereto.

1. Each individual Bid has been determined from reviewing the requirements and Specifications and all other portions of the Bid documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Agreement, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, the furnishing of tools, equipment, supplies, transportation, facilities, labor, and services required to perform and complete the work, and all bonds, insurance and submittals, pursuant to the requirements of the Bid Package, including, but not limited to, the Agreement and all Bid documents, whether or not expressly listed or designated.

2. It is understood that the County reserves the right to reject this Bid and that this Bid shall remain open and not be withdrawn for the period specified in the Notice Calling for Bids. The required (5%) Bid security is attached and is based on the contract sum of the Project. The Agreement which the successful bidder will be required to execute, and the performance and payment bonds which the Contractor shall be required to furnish prior to execution of the Agreement shall contain language requiring that the Payment (Labor and Material) bond shall be in the amount not less than One Hundred percent (100%) of the contract sum for the installation



MEMORANDUM

TO: RUSTY BURNS
FROM: STEVE NEWTON
DATE: AUGUST 14, 2019
RE: IMPLEMENTATION OF TITLE VI REQUIREMENTS RELATED TO COUNTY BOARDS AND COMMISSIONS

As you likely recall, as part of a recent compliance review of our Title VI program, SCDOT expressed concern about the amount and distribution of minority representation on the various county boards and commissions. We were asked to present to SCDOT some methods we may use to help encourage more public participation in our boards/commissions applications process. In response, staff suggested the following methods, which have been accepted by SCDOT:

METHOD 1: Use media assets (website, Facebook, Twitter, television station, and email notifications) to announce specific open positions and encourage applications

Suggested Responsible Parties: Clerk to Council; Public Information Office

Suggested Implementation: Clerk will notify PIO of specific board/commission openings; PIO will place notice of opening and link to application on website and media assets; Clerk will receive applications directly and distribute accordingly

METHOD 2: Make general solicitations for applications via our media assets on a quarterly basis in an effort to increase the pool of candidates to consider as slots become available

Suggested Responsible Parties: Public Information Officer; Clerk to Council

Suggested Implementation: PIO to publish an open solicitation for applications on website and media assets at the beginning of each quarter; Clerk will receive applications directly and distribute accordingly

METHOD 3: Maintain a list of community interest groups and request assistance from these organizations in encouraging applications from citizens they serve

Suggested Responsible Parties: Governmental Affairs; Planning Director

Suggested Implementation: The responsible parties will work with relevant actors to develop and maintain a comprehensive database of active community groups; Governmental Affairs will directly notify groups of openings and send periodic solicitations of open applications.

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



PAGE 2

METHOD 4: All county departments will solicit applications during their group interactions with the general public (neighborhood meetings, community events, etc.)

Suggested Responsible Parties: Division Heads; Department Heads

Suggested Implementation: The responsible parties, at all public and community meetings they organize and/or staff, will make available printed copies of the county's boards and commissions application form.

As a final matter of implementation, the Clerk to Council is asked to forward by email a copy of all submitted board/commission applications to the Governmental Affairs office received during a calendar year so response data can be reported to SCDOT if requested.

Please review and advise if we may proceed with establishing and implementing the described methods. Should this matter need Council ratification, please place as an appropriate agenda item at the earliest available Council meeting. If there are other suggested approaches we may wish to take, please forward those to me and I will consult with SCDOT as to acceptability.

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

Anderson County
Recreation Fund Appropriation Application 2019

1.Name of Entity Requesting Fund Appropriation:

Anderson County Chapter of the South Carolina Genealogical Society

2. Total Amount of Request: \$2334 (see itemization below)

The Anderson County Chapter of the South Carolina Genealogical Society (SCGS) is requesting:

- a) Four volumes of: *Genealogical Abstracts of Revolutionary War Pension Files, by Virgil D. White* (Volumes I-IV)
\$1,999.00 (includes shipping and insurance)
- b) Index to Revolutionary War Service Records by Virgil D. White
(Volumes I-IV)
\$406.45 (includes shipping and insurance)

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

These out- of- print -books are invaluable for people who are trying to trace their American ancestry back to the Revolutionary War. They include:

- a) The indexes and lists of Revolutionary War Pension files in alphabetical order by the applicant's name.
- b) Other information is often provided in the abstract, or summary, of the important information in the pension file i.e.; the state from which the man served, his birth location and date, where the applicant

applied, where he served, and where the applicant lived after the Revolutionary War. The name of the soldier's wife is often included, along with when and where the soldier was married.

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. The South Carolina Genealogical Society-the umbrella organization under which the Anderson County Genealogy operates- is a Non-Profit Corporation organized January 7th, 1971. (Please see attachment)

5. Contact Person: Shirley Phillips, President

Mailing Address: 110 Federal Street

Phone Number: (864) -540-8300

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

The Anderson Genealogy Society will use donated funds from members as well as the community to cover the costs of office supplies.

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 abovenamed entity.

Signature Shirley S. Phillips

Print Name Shirley S. Phillips

Date Aug. 29, 2019

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence, Non-Profit Corporation

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

SOUTH CAROLINA GENEALOGICAL SOCIETY, INC. THE, a Non-Profit Corporation duly organized under the laws of the State of South Carolina on January 7th, 1971, has as of the date hereof filed as a non-profit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, and has paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-31-1404 of the South Carolina code and that the non-profit corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
23rd day of August, 2012.

A handwritten signature in cursive script that reads "Mark Hammond".
Mark Hammond, Secretary of State

Business Entities Online

File, Search, and Retrieve Documents Electronically

SOUTH CAROLINA GENEALOGICAL SOCIETY, INC. THE

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 01/07/1971

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: HEADQUARTERS

Address: 1519 COLUMBIA COLLEGE DR COLUMBIA SC
, South Carolina

Official Documents On File

Filing Type	Filing Date
Amendment	05/17/1974
Incorporation	01/07/1971



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
EXEMPTION CERTIFICATE

ST-9 (Rev. 9/9/03) 5011

**NOT VALID WHEN EXTENDED
TO CONSTRUCTION
CONTRACTORS THEIR
SUB-CONTRACTORS, OR
THEIR MATERIAL SUPPLY
MEN.**

- CERTIFICATE VALID ONLY IF ALL APPLY ***
- 1) PURCHASES WILL BE RESOLD
 - 2) PROCEEDS ARE USED FOR AN EXEMPT PURPOSE
 - 3) NO PROFIT WILL INURE TO ANY INDIVIDUAL

SC GENEALOGICAL SOCIETY INC THE
PO BOX 24526
COLUMBIA, SC 29224 4526

This certificate is issued in accordance with Section 12-36-2120 of Article 21, Section 12-36-120 of Article 1, Section 12-36-2510 of Article 25 of Chapter 36 of title 12, Section 58-25-80 of title 58, or Section 44-96-160(V)(1) of title 44 of the Code of Laws of South Carolina 1976, as amended.

CERTIFICATE ISSUED TO:
SOUTH CAROLINA GENEALOGICAL SOCIETY
2917 WOODWAY LANE
COLUMBIA, SC 29223
REISSUE CERTIFICATE

CERTIFICATE NUMBER 1468116-004
DATE ISSUED: 09/02/08
EXEMPTIONS: 48

NOTICE:

The numbers in parentheses, which are a part of your certificate number, have reference to the specific type(s) of exemptions granted by this certificate. **Should this property be diverted to a taxable use, liability for payment of the tax thereon rests with your company. In the event the nature of your operations changes, you should notify the Department of Revenue immediately as this could affect the validity of this certificate.**

SCHEDULE OF EXEMPTION UNDER SECTION 12-36-2120 of Article 21

- (7) Coal, or coke or other fuel sold to manufacturers, electric power companies, and transportation companies for:
 - (a) Use or consumption in the production of by-products;
 - (b) The generation of heat or power used in manufacturing tangible personal property for sale. For purposes of this item, 'manufacturer' or 'manufacturing' includes the activities of a processor;
 - (c) The generation of electric power or energy for use in manufacturing tangible personal property for sale; or
 - (d) The generation of motive power for transportation. For purposes of this item, 'manufacturing' includes the activities of mining and quarrying.
- (9) Supplies and machinery used by laundries, cleaning, dyeing, pressing or garment or other textile rental establishment in the direct performance of their primary function, but not sale of supplies and machinery used by coin-operated laundromats;
- (11) Wrapping paper, wrapping twine, paper bags and containers, used incident to the sale and delivery of tangible personal property;
- (12) Electricity use by cotton gins, manufacturers, miners, or quarriers to manufacture, mine, or quarry tangible personal property for sale. For purposes of this item, 'manufacturer' or 'manufacturing' includes the activities of processors.
- (13) Machines used in manufacturing, processing, recycling, compounding, mining, or quarrying tangible personal property for sale. 'Machines' include the parts of machines, attachments, and replacements used, or manufactured for use, on or in the operation of the machines and which (a) are necessary to the operation of the machines and are customarily so used, or (b) are necessary to comply with the order of an agency of the United States or this State for the prevention or abatement of pollution of air, water, or noise that is caused or threatened by any machine used as provided in this section. This exemption does not include automobiles or trucks. As used in this item 'recycling' means any process by which materials that otherwise would become solid waste are collected, separated, or processed and reused, or returned to use in the form of raw materials or products, including composting, for sale. In applying this exemption to machines used in recycling, the following percentage of the gross proceeds of sale, or sales price of, machines used in recycling are exempt from the taxes imposed by this chapter: Fiscal Year of Sale Percentage, Fiscal year 1997-98 fifty percent; after June 30, 1998, one hundred percent.

RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: ALL

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

1. Name of entity requesting recreation fund appropriation:

Belton Center for the Arts

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$500

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

Sponsorship for the Twenty-First Belton Heritage + Arts Exhibit

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: Betsy Chapman
Mailing Address: P.O. Box 368
Phone Number: 338-8556

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

Yes, there will be 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.

Betsy Chapman Betsy Chapman 9/5/19
Signature Print Name Date

Business Entities Online

File, Search, and Retrieve Documents Electronically

BELTON CENTER FOR THE ARTS

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 05/28/1999

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: SANDRA P GAILLARD

Address: 300 N MAIN ST
BELTON, South Carolina 29627

Official Documents On File

Filing Type	Filing Date
Amendment	08/03/2000
Incorporation	05/28/1999

Business Entities Online

File, Search, and Retrieve Documents Electronically

STARR ATHLETIC ASSOCIATION

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 03/18/1980

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: DANNY DAVIS

Address: 1319 AGNEW RD
STARR, South Carolina 29684

Official Documents On File

Filing Type	Filing Date
Amendment	10/31/2001
Amendment	10/25/2001
Amendment	07/28/1981
Incorporation	03/18/1980

Former Names

Name	Filing Date
STARR SCHOOL AREA ATHLETIC ASSOCIATION, INCORPORATED	N/A

Anderson County Building & Codes
Monthly Activity Report
Aug-19

Total Number Permit Transactions:	1143	
<i>New Single Family:</i>	<u>127</u>	
<i>New Multi-Family:</i>	<u>3</u>	
<i>Residential Additions/Upgrades:</i>	<u>20</u>	
<i>Garages/Barns/Storage:</i>	<u>27</u>	
<i>New Manufactured Homes:</i>	<u>21</u>	
<i>New Commercial:</i>	<u>6</u>	
<i>Commercial Upfits/Upgrades:</i>	<u>7</u>	
<i>Courtesy Permits/Fees Waived:</i>	<u>2</u>	(See Attached)

Inspection Activity:

<i>Citizens Inquiries:</i>	<u>67</u>	(Includes Updating Sub-Standard Cases)
<i>(New & Follow Up; Includes Sub-Standard Housing /Mobile Homes)</i>		
<i>Tall Grass Complaints (New and Follow Ups):</i>	<u>22</u>	
<i>Number of Scheduled Building Inspections Performed (# of Site Visits):</i>	<u>1292</u>	
<i>Courtesy, Site and Miscellaneous Inspections:</i>	<u>21</u>	
<i>Manufactured Home Inspections:</i>	<u>103</u>	
Total Number of Inspections (Site Visits) for Department:	<u>1505</u>	

Reviews/Misc. Activity:

<i>Plans Reviewed:</i>	<u>254</u>	(Includes preliminary consultations, resubmittals and solar)
<i>Mech/Elec/Plumb Reviews:</i>	<u>14</u>	(Includes residential solar)
<i>New Derelict Manufactured Home Cases:</i>	<u>0</u>	
<i>Hearings:</i>	<u>0</u>	
<i>Court Cases:</i>	<u>0</u>	

Revenue Collected:

<i>Reinspection Fees Collected:</i>	<u>\$630.00</u>	
<i>Plan Review Revenue:</i>	<u>\$9,931.40</u>	
<i>Total Revenue For The Month:</i>	<u>\$179,195.00</u>	

F.W. DODGE BUILDING STATISTICS

Toll-Free Phone: 877-489-4092

Fax: 800-892-7470

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

For the month of:

Aug-19**ANDERSON COUNTY BUILDING & CODES**

P.O. Box 8002

ANDERSON, SC 29622-8022

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

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

PLEASE RETURN THE WEEK OF:

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

Section 1	NEW RESIDENTIAL	Item No	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Single-Family houses, detached <i>Exclude mobile homes</i>		101	127	127	\$29,276,864			
Single-family houses, attached • Separated by ground to roof wall, • No units above or below, and • Separate heating systems & utility meters		102	3	3	\$426,420			
Two-family buildings		103						
Three-and four-family buildings		104						
Five-or-more family buildings		105						
TOTAL: Sum of 101-105		109	130	130	\$29,703,284	0	0	\$0.00

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

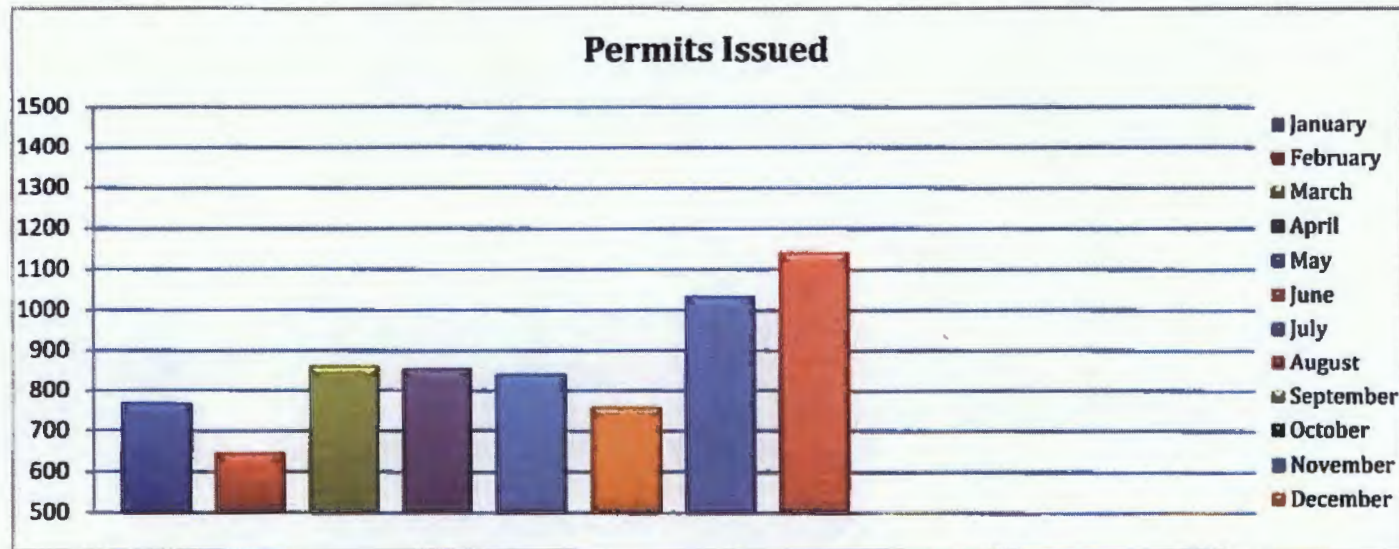
Section 3	NEW NONRESIDENTIAL BUILDINGS	Item	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
			(b)	(c)	(d)	(e)	(f)	(g)
Amusement, social and recreational		318	1		\$282,500			
Churches and other religious		319						
Industrial		320						
Parking garages (buildings & open decked)		321						
Service stations and repair garages		322						
Hospitals and institutional		323						
Offices, banks, and professional		324	1		\$419,228			
Public works and utilities		325						
Schools and other educational		326						
Stores and customer services		327	4		\$949,216			
Other nonresidential buildings		328	17		\$461,956			
Structures other than buildings		329	12		\$488,491			

Section 4	ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Residential <i>Classify additions of garages and carports in item 438</i>		434	20		\$930,303			
Nonresidential and non-housekeeping		437	8		\$1,536,711			
Additions of residential garages and carports (attached and detached)		438	8		\$417,334			

Section 5	DEMOLITIONS AND RAZING OF BUILDINGS	Item No	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Single-family houses (attached and detached)		645	5					
Two-family buildings		646						
Three-and four-family buildings		647						
Five-or-more family buildings		648						
All other buildings structures or mobile homes		649	8					

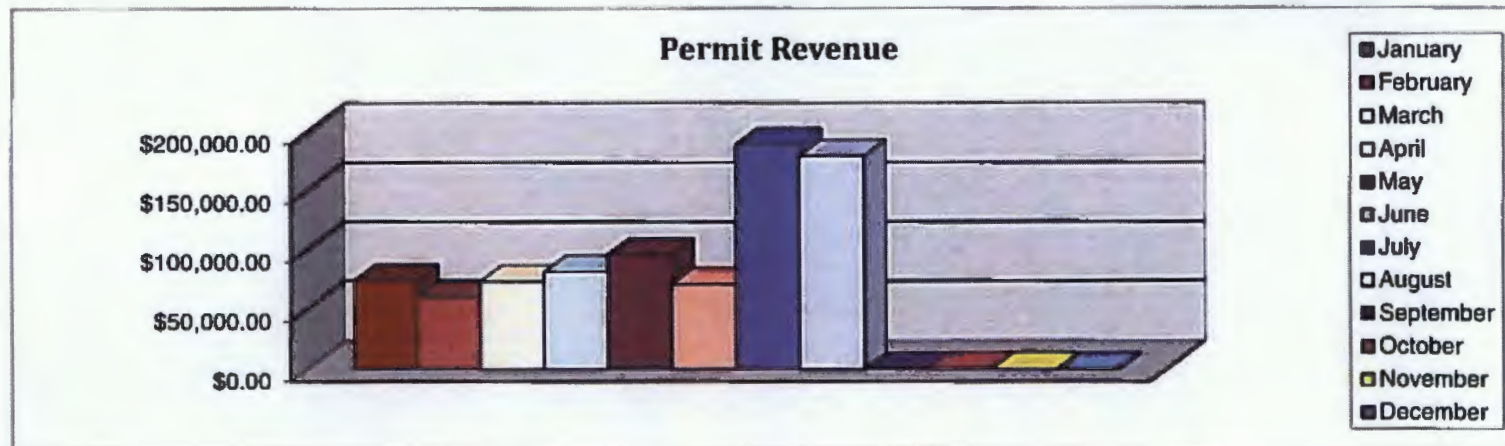
Anderson County Building & Codes Permits Issued for 2019

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	178	185	121	133	86	17	10	39	769
February	181	154	95	102	64	6	6	38	646
March	237	228	126	129	84	11	18	29	862
April	232	221	132	132	79	15	13	31	855
May	219	256	115	112	82	12	15	29	840
June	199	189	132	128	51	15	8	37	759
July	243	296	151	152	116	24	14	40	1036
August	277	310	191	190	101	19	16	39	1143
September	0	0	0	0	0	0	0	0	0
October	0	0	0	0	0	0	0	0	0
November	0	0	0	0	0	0	0	0	0
December	0	0	0	0	0	0	0	0	0
Total	1766	1839	1063	1078	663	119	100	282	6910



Anderson County Building & Codes Permit Revenue for 2019

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	\$43,648.80	\$11,291.00	\$5,620.00	\$7,895.00	\$1,891.20	\$675.00	\$150.00	\$3,141.50	\$74,312.50
February	\$33,766.00	\$10,541.00	\$4,332.50	\$5,455.00	\$1,534.20	\$270.00	\$75.00	\$3,710.30	\$59,684.00
March	\$37,851.60	\$12,461.00	\$4,714.50	\$8,141.00	\$2,413.60	\$495.00	\$270.00	\$7,067.00	\$73,413.70
April	\$43,991.00	\$13,438.00	\$5,959.50	\$8,580.00	\$2,164.30	\$585.00	\$195.00	\$6,655.70	\$81,568.50
May	\$49,681.40	\$15,751.00	\$4,978.50	\$8,685.00	\$2,536.70	\$540.00	\$225.00	\$14,034.80	\$96,432.40
June	\$40,207.40	\$10,140.00	\$5,712.00	\$7,655.00	\$1,624.80	\$585.00	\$120.00	\$5,159.60	\$71,203.80
July	\$112,994.80	\$23,368.00	\$12,373.00	\$11,810.00	\$3,502.00	\$990.00	\$665.00	\$23,327.30	\$189,030.10
August	\$112,060.60	\$22,290.00	\$14,023.00	\$14,385.00	\$4,220.00	\$855.00	\$800.00	\$10,561.40	\$179,195.00
September	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
October	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
November	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
December	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$474,201.60	\$119,280.00	\$57,713.00	\$72,606.00	\$19,886.80	\$4,995.00	\$2,500.00	\$73,657.60	\$824,840.00



BCR021
REQUESTED BY: TEDOWDY

ANDERSON COUNTY BUILDING CODES
CENSUS REPORT FOR 8/01/2019 TO 8/31/2019
COURTESY PERMITS

9:58:57 9/03/19 PAGE 1

PERMIT #	ISSUE DATE	COST	OWNER NAME	MOD DESCRIPTION
=====				
MOD 702	COURTESY PERMIT/NO CHARGE			
201907359	8/20/2019	500.00	TECHTRONIC INDUSTRIES NORTH AMERICA	TTI/POWER FOR WELL PUMP ONLY
201907484	8/29/2019	46,900.00	RES SOUTH CAROLINA HOLDINGS LLC	ARTHREX CMU SUPPORT WALL

TOTALS: 2 47,400.00

September 11, 2019

DISTRICT 1 - SPECIAL PROJECTS
001-5829-001-241
FY Ended June 30, 2020

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2019 - 2020	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	59.43
7/16/2019	7/24/2019	75684	Anderson Area YMCA	(5,000.00)
7/16/2019	7/24/2019	75682	Anderson Arts Center	(1,000.00)
7/16/2019	7/24/2019	75778	Lights of Hope (Anderson)	(100.00)
7/16/2019	7/24/2019	75847	Tackling the Streets	(250.00)
7/16/2019	7/24/2019	75870	Widows Watchman Ministries	(1,000.00)
8/6/2019	8/14/2019	76612	Anderson Pregnancy Care	(10,000.00)
8/20/2019	8/28/2019	77154	Cardinal Racquet Club	(800.00)
8/20/2019	8/28/2019	77113	Upstate Chapter of American Red Cross	(1,500.00)
9/3/2019	9/4/2019	8133 Treas	FAVOR Anderson	(300.00)
9/3/2019	9/11/2019	77616	Anderson County Human Society	(300.00)
9/3/2019	9/11/2019	77623	Anderson Lights of Hope	(300.00)

SUB-TOTAL 9,509.43

Committed:

Ending Balance 9,509.43

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

Lacey Croegaert, Clerk to Council

DATE: _____



Jana Pressley, Assistant Finance Manager

DATE: September 11, 2019

September 11, 2019

DISTRICT 2 - SPECIAL PROJECTS
001-5829-002-241
FY Ended June 30, 2020

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2019 - 2020	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	6,607.57
7/16/2019	7/24/2019	75778	Lights of Hope (Anderson)	(200.00)
7/16/2019	7/24/2019	75751	Generation 4	(1,000.00)
7/16/2019	7/24/2019	75847	Tackling the Streets	(200.00)
8/6/2019	8/14/2019	76606	Food for luncheon - Community Meeting	(27.55)
8/6/2019	8/14/2019	76670	Friends of Broadway Lake	(3,000.00)
8/20/2019	8/28/2019	77165	Anderson Recreation (Scholarships)	(3,500.00)

SUB-TOTAL 28,680.02

Committed:

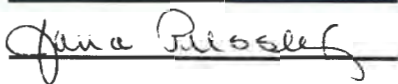
8/6/2019		Food for luncheon - Community Meeting	(47.45)
----------	--	---------------------------------------	---------

Ending Balance 28,632.57

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

Lacey Croegaert, Clerk to Council

DATE: _____



Jana Pressley, Assistant Finance Manager

DATE: September 11, 2019

September 11, 2019

DISTRICT 3 - SPECIAL PROJECTS
001-5829-003-241
FY Ended June 30, 2020

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2019 - 2020	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	1,000.00
7/16/2019	7/24/2019	75691	Anderson Jets Club	(500.00)
7/16/2019	7/24/2019	75704	Belton Area Museum	(1,000.00)
7/16/2019	7/24/2019	75733	Crescent High (Anglers Bass Master travel)	(1,000.00)
7/16/2019	7/24/2019	75764	Homeland Park Fire	(750.00)
7/16/2019	7/24/2019	75776	Leverette-Thomas American Legion	(2,000.00)
9/3/2019	9/11/2019	77617	Anderson County Human Society	(100.00)
9/3/2019	9/11/2019	77626	Anderson Pregnancy Care	(2,500.00)
9/3/2019	9/11/2019	77655	City of Belton (Parks and Recreation)	(5,000.00)

SUB-TOTAL 18,150.00

Committed:

4/2/2019		Sheriff Office for Wireless Lanyard	(1,000.00)
7/16/2019		Big Water Marina	(750.00)

Ending Balance 16,400.00

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

Lacey Croegaert, Clerk to Council

DATE: _____

Jana Pressley, Assistant Finance Manager

DATE: September 11, 2019



September 11, 2019

DISTRICT 4 - SPECIAL PROJECTS
001-5829-004-241
FY Ended June 30, 2020

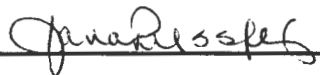
<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2019 - 2020	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	15,456.99
			During Budget Process - Crisis Pregnancy Center	(1,000.00)
7/16/2019	7/24/2019	75683	Anderson Area YMCA	(500.00)
7/16/2019	7/24/2019	75685	Anderson Arts Center	(200.00)
7/16/2019	7/24/2019	75691	Anderson Jets Club	(200.00)
7/16/2019	7/24/2019	75776	Leverette-Thomas American Legion	(200.00)
7/16/2019	7/24/2019	75847	Tackling the Streets	(1,000.00)
7/16/2019	7/18/2019	8118 -Treas	Town of Honea Path Recreation Dept.	(200.00)
7/16/2019	7/24/2019	75853	Townville Recreation Dept.	(6,000.00)
7/16/2019	7/24/2019	75870	Widows Watchman Ministries	(500.00)
8/6/2019	8/14/2019	76613	Anderson Pregnancy Care	(500.00)
8/6/2019	8/14/2019	76655	Distinguished Young Women	(250.00)
8/6/2019	8/14/2019	76760	Shalom House Ministries	(750.00)
9/3/2019	9/4/2019	8133 Treas	FAVOR Anderson	(200.00)
9/3/2019	9/11/2019	77618	Anderson County Human Society	(300.00)
9/3/2019	9/11/2019	77683	First Tee of the Upstate	(500.00)

SUB-TOTAL 33,156.99

Committed:

Ending Balance 33,156.99

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



Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: _____

DATE: September 11, 2019

September 11, 2019

DISTRICT 4 - SPECIAL PROJECTS
001-5829-004-241
FY Ended June 30, 2020

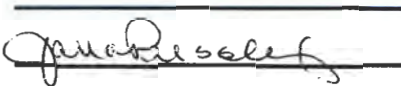
<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2019 - 2020	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	15,456.99
			During Budget Process - Crisis Pregnancy Center	(1,000.00)
7/16/2019	7/24/2019	75683	Anderson Area YMCA	(500.00)
7/16/2019	7/24/2019	75685	Anderson Arts Center	(200.00)
7/16/2019	7/24/2019	75691	Anderson Jets Club	(200.00)
7/16/2019	7/24/2019	75776	Leverette-Thomas American Legion	(200.00)
7/16/2019	7/24/2019	75847	Tackling the Streets	(1,000.00)
7/16/2019	7/18/2019	8118 -Treas	Town of Honea Path Recreation Dept.	(200.00)
7/16/2019	7/24/2019	75853	Townville Recreation Dept.	(6,000.00)
7/16/2019	7/24/2019	75870	Widows Watchman Ministries	(500.00)
8/6/2019	8/14/2019	76613	Anderson Pregnancy Care	(500.00)
8/6/2019	8/14/2019	76655	Distinguished Young Women	(250.00)
8/6/2019	8/14/2019	76760	Shalom House Ministries	(750.00)
9/3/2019	9/4/2019	8133 Treas	FAVOR Anderson	(200.00)
9/3/2019	9/11/2019	77618	Anderson County Human Society	(300.00)
9/3/2019	9/11/2019	77683	First Tee of the Upstate	(500.00)

SUB-TOTAL 33,156.99

Committed:

Ending Balance 33,156.99

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



Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: _____

DATE: September 11, 2019

September 11, 2019

DISTRICT 5 - SPECIAL PROJECTS
001-5829-005-241
FY Ended June 30, 2020

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2019 - 2020	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	6,070.05
			During Budget Process - Crisis Pregnancy Center	(3,000.00)
			During Budget Process - Anderson Oconee Speech & Hearing	(2,430.00)
6/28/2019	7/17/2019	75525	Homeland Park Fire (July 4th Celebration)	(3,500.00)
7/16/2019	7/24/2019	75686	Anderson Arts Center	(200.00)
7/16/2019	7/24/2019	75847	Tackling the Streets	(4,000.00)
7/16/2019	7/18/2019	8118 -Treas	Town of Honea Path Recreation Dept.	(200.00)
7/16/2019	7/24/2019	75870	Widows Watchman Ministries	(500.00)
8/6/2019	8/14/2019	76614	Anderson Pregnancy Care	(500.00)
8/6/2019	8/14/2019	76656	Distinguished Young Women	(250.00)
8/6/2019	8/14/2019	76671	Friends of Sadlers Creek	(1,500.00)
8/6/2019	8/14/2019	76760	Shalom House Ministries	(500.00)
9/3/2019	9/4/2019	8133 Treas	FAVOR Anderson	(100.00)
9/3/2019	9/11/2019	77619	Anderson County Human Society	(300.00)

SUB-TOTAL 19,090.05

Committed:

Ending Balance 19,090.05

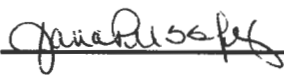
We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

DATE: _____

Jana Pressley, Assistant Finance Manager

DATE: September 11, 2019



September 11, 2019

DISTRICT 6 - SPECIAL PROJECTS
001-5829-006-241
FY Ended June 30, 2020

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2019 - 2020	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	5,294.45
7/16/2019	7/19/2019	75847	Tackling the Streets	(500.00)
8/6/2019	8/14/2019	76657	Distinguished Young Women	(250.00)
8/6/2019	8/14/2019	76760	Shalom House Ministries	(250.00)
8/20/2019	8/28/2019		Carolina Elite Soccer Academy	(3,000.00)
8/20/2019	8/28/2019		Powdersville Fishing Team	(1,500.00)
9/3/2019	9/4/2019	8133 Treas	FAVOR Anderson	(100.00)
9/3/2019	9/11/2019	77810	Wren High School (Middle School Bass Team)	(1,500.00)

SUB-TOTAL 28,194.45

Committed:

Ending Balance 28,194.45

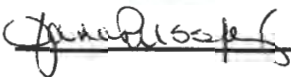
We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

DATE:

Jana Pressley, Assistant Finance Manager

DATE: September 11, 2019

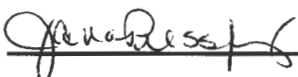


September 11, 2019

DISTRICT 7 - SPECIAL PROJECTS
001-5829-007-241
FY Ended June 30, 2020

<u>Council</u> <u>Meeting of:</u>	<u>Check</u> <u>Dated:</u>	<u>Check</u> <u>Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2019 - 2020	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	5,000.00
7/16/2019	7/24/2019	75691	Anderson Jets Club	(600.00)
7/16/2019	7/24/2019	75719	Caroline Community Center	(5,000.00)
7/16/2019	7/18/2019	8118 -Treas	Town of Honea Path Recreation Dept.	(2,000.00)
7/16/2019	7/24/2019	75870	Widows Watchman Ministries	(1,000.00)
8/6/2019	8/14/2019	76615	Anderson Pregnancy Care	(300.00)
8/6/2019	8/14/2019	76658	Distinguished Young Women	(300.00)
8/6/2019	8/14/2019	76722	Pelzer Heritage Commission	(3,500.00)
8/6/2019	8/14/2019	76760	Shalom House Ministries	(300.00)
8/20/2019	8/28/2019	77207	Honea Path Free Clinic	(1,000.00)
9/3/2019	9/4/2019	8133 Treas	FAVOR Anderson	(100.00)
9/3/2019	9/11/2019	77620	Anderson County Human Society	(300.00)
9/3/2019	9/11/2019	77623	Anderson Lights of Hope	(100.00)
SUB-TOTAL				20,500.00
<u>Committed:</u>				
11/6/2018			ACOG Grant administering for Town of Pelzer	(5,000.00)
8/6/2019			Cheddar Youth	(2,500.00)
Ending Balance				13,000.00

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


 Jana Pressley, Assistant Finance Manager

Lacey Croegaert, Clerk to Council

DATE: _____

DATE: September 11, 2019

Paving Report - August 31, 2018

Total	\$2,270,842.04
FY 18-19 Budget	\$1,500,000.00
Transfer in	\$770,842.04
Committed	\$270,840.04
AVAILABLE	\$2.00

Prepared by: Sherry McGraw
Date: September 5, 2019

Certified by: Neil Carey
Date

V.P.W.C. 9.12.19

Approved Date	Project	Projects/Towns-Cities/Other		Total Spent to Date	Completion Date
		Scope	Appropriated Amount		
08/07/18	Townville Fire Department	Pave Parking Lot	\$10,000.00	\$1,600.00	
08/07/18	Town of Honea Path	Paving	\$48,000.00	\$2,500.96	
08/07/18	Town of Pelzer	Paving	\$17,000.00	\$0.00	
08/07/18	Town of West Pelzer	Paving	\$25,000.00	\$10,200.00	
08/07/18	Town of Williamston	Paving	\$52,000.00	\$0.00	
08/21/18	School District Road in D6	Paving	\$20,000.00	\$0.00	
10/02/18	Mental Health Parking Lot	Pave Parking Lot	\$60,000.00	\$23,158.55	
10/04/18	C-Fund Matching Funds	Paving	\$315,000.00	\$315,000.00	Transfer complete
11/07/18	Road Improvement Plan	See Below	\$1,773,840.04	\$1,800.00	
		Totals:	\$2,270,840.04	\$354,259.51	

Road Name	District	Scope of Work	Estimate	Total Spent to Date	Completion Date
Hobson Road	1	CS/Pave	\$83,571	\$0.00	
Oakridge Court	1	CS/Pave	\$18,908	\$0.00	
Harbison Drive	7	FDP/Pave	\$46,633	\$0.00	
Plantation Road	4	CIPR	\$51,000	\$0.00	
Branch Road	4	CIPR	\$86,288	\$0.00	
Valley Drive	4	CIPR	\$43,144	\$0.00	
Meadow Road	4	CIPR	\$51,584	\$0.00	
Governor's Boulevard	1	FDR/Pave	\$171,024	\$1,800.00	
Hopewell Ridge	7	CIPR/Pave	\$152,636	\$0.00	
Winding Creek Road	7	CIPR/Pave	\$73,901	\$0.00	
Creekside Court	7	CIPR/Pave	\$14,425	\$0.00	
Crossridge Court	7	CIPR/Pave	\$17,224	\$0.00	
Old Oak Trail	7	CIPR/Pave	\$21,092	\$0.00	
Grave Road	2/3	Pave	\$142,944	\$0.00	
Shirley Drive	2	Pave	\$175,467	\$0.00	
Arlene Road	3/5	FDP/ST/FS	\$243,293	\$0.00	
Firetower Road	4/4	FDP/ST/FS	\$142,982	\$0.00	
Old Webb Road	5	FDP/Pave	\$184,905	\$0.00	
Holden Lane	5	Mill/Binder/Pave	\$10,515	\$0.00	
Cely Lane	6	FDP/Pave	\$244,679	\$0.00	
			\$1,976,215	\$1,800.00	

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

Through August 31, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$65,290.00
Committed	\$65,290.00
AVAILABLE	\$0.00

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

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

		District I Paving Plan		Total Project Spent To-Date	Completion Date
Approval Date	Project	Scope	Appropriated Amount		
All monies now in account 000					
		Totals:	\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31, 2019.

Prepared By: Sherry McGraw Roads & Bridges
Date:

Certified By: Neil Carney Neil Carney
Date

Sherry McCraw

September 5, 2019

New
9-12-19

District 2 Paving Report

Through August 31, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
AVAILABLE	\$0.00

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

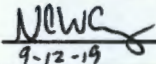
Projects/Cities/Towns/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
	City of Anderson	Grading/Drainage		\$0.00	
Totals:			\$0.00	\$0.00	

District 2 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
Totals:			\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31, 2019

Prepared By: Sherry McGraw Roads & Bridges
Date

Certified By: Neil Carney Neil Carney
Date

Sherry McGraw
September 5, 2019

9-12-19

Through August 31, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$42,690.00
Committed	\$42,690.00
AVAILABLE	

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

[illegible]

		District 3 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
		Totals:	\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31, 2019

Prepared By: Sherry McGraw

Roads and Bridges
Date _____

Sherry McGraw

September 5, 2019

Certified By: Neil Carney

Neil Carnoy
Date

NOWC
9-12-19

District 4 Paving Report

Through August 31, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$12,455.00
Committed	\$12,455.00
AVAILABLE	

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

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

District 4 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
Totals:			\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31, 2019

Prepared By: Sherry McGraw Roads & Bridges
Date

Certified By: Neil Carney Neil Carney
Date

Sherry McGraw
September 5, 2019

NWC
9-12-19

District 5 Paving Report

Through August 31, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
AVAILABLE	\$0.00

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

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

District 5 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
Totals:			\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31, 2019

Prepared By: Sherry McGraw Roads and Bridges
Date

Sherry McGraw
September 5, 2019

Certified By: Neil Carney Neil Carney
Date

Neil Carney
9-12-19

District 6 Paving Report

Through August 31, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
AVAILABLE	\$0.00

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

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

District 6 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
Totals			\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31, 2019

Prepared By: Sherry McGraw Roads and Bridges
Date

Certified By: Neil Carney Neil Carney
Date

Sherry McGraw
September 3, 2019
Neil Carney
9-12-19

District 7 Paving Report

Through August 31, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$47,665.07
Committed	\$47,665.07
AVAILABLE	\$0.00

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

		Projects/Towns&Cities/Other		Total Project Spent To-Date	Completion Date
Approval Date	Project	Scope	Appropriated Amount		
7/7/2015	Town of Honea Path	Grading/drainage	\$48,000.00	\$48,000.00	3/21/2017
10/19/2016	Town of Honea Path	Grading/drainage	\$48,000.00	\$25,627.46	incomplete
11/18/2014	Town of Pelzer	Grading/drainage	\$5,000.00	\$2,812.55	incomplete
7/7/2015	Town of Pelzer	Grading/drainage	\$2,500.00	\$0.00	incomplete
10/19/2016	Town of Pelzer	Grading/drainage	\$17,000.00	\$0.00	incomplete
	Town of West Pelzer	Grading/drainage	\$0.00	\$0.00	
10/19/2016	Town of Williamston	Grading/drainage	\$52,000.00	\$24,579.51	incomplete
		Totals:	\$172,500.00	\$101,019.52	

		District 7 Paving Plan		Total Project Spent To-Date	Completion Date
Approval Date	Project	Scope	Appropriated Amount		
	All monies moved to account 000				
		Totals:	\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31, 2019

Prepared By: Sherry McGraw Roads and Bridges
Date

Sherry McGraw
September 5, 2019

Certified By: Neil Carney
Date

Neil Carney
9-12-19

Council Meeting: September 17, 2019

Attached transfers have been posted to General Ledger. This is notice to council of the processed transfers.

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: _____

Treasurer (5042)

FROM:

TO:

AMOUNT:

TITLE
ACCT.#

Printing

001-5042-000-245

TITLE Office Supplies

ACCT# 001-5042-000-269

2,500.00

TITLE
ACCT.#TITLE
ACCT#TITLE
ACCT.#TITLE
ACCT#TITLE
ACCT.#TITLE
ACCT#TITLE
ACCT.#TITLE
ACCT#

Total

\$ 2,500.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

New office furniture

for Co. Treasurer.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

Journal Entry #

1004

DATE: 9-5-19

DATE:

DATE: 9-5-19

DATE: 9-6-19

DATE: 9-9-19

BUDGET TRANSFER

DIVISION: Central Administrative Service

DEPARTMENT: Assessor

FROM:		TO:	AMOUNT:
TITLE	<u>Printing</u>	TITLE	<u>Repairs to Equipment</u>
ACCT.#	<u>5044-000-246</u>	ACCT#	<u>5044-000-251</u> \$ <u>948.40</u>
TITLE	<u> </u>	TITLE	<u> </u>
ACCT.#	<u> </u>	ACCT#	<u> </u> \$ <u> </u>

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

To cover the unexpected cost to repair an IBM greenbar printer that is the main printing source for all of our appraiser/data entry work.

Is this transfer within your department? (Circle One) Yes No

Is this transfer within your division? (Circle One) Yes No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

Journal Entry #

1003

DATE:

DATE:

DATE:

DATE:

DATE:

8/6/19
8/8/19
8/15/19
8-15-19
8 23 19



ANDERSON COUNTY SHERIFF'S OFFICE

August 2019

Uniform Patrol	
Average Daily Calls for Service	450
Total Calls for Services	13,975
Total Number of Incident Reports	1,516
Total Number of Arrests	415
Total Number of "Domestic" Incidents	31
Total Number of "Unlawful Conduct Towards a Child" Reports	0

Detention Center	
Average Daily Population	409
Average Daily Population Capacity Percentage	164.0%
Total Number of Meals Served	38,809
Litter Crew: Total Miles Cleaned/Cleared	34
Litter Crew: Total Number of Trash Bags Processed	712
Litter Crew: Total Number of Tires Removed	70

Communications Center	
Average Daily Calls for Service	1,047
Total Calls for Assistance	32,452

Animal Control	
Average Daily Calls for Service	22
Total Calls for Service	675
Total Number of Animals Collected/Transported	168
Total Number of State Tickets/Arrest Warrants	2
Total Number of County Ordinance Tickets/Warnings Issued	28/151
Traffic Stops/Reports Written	22/20
Large Animal Calls	30

Forensics	
Total Individual Analysis Completed	3,300
Total Number of Evidence Pieces Collected	889
Total Number of Evidence Pieces Processed	498
Total Number of CSI Calls	171
Total Number of Photos Taken	4,893
Total Number of Finger Prints Collected	168

Records and Judicial Order	
Total Number of Civil Papers Received	1,324
Total Number of Civil Papers Served	1,200
Total Number of Warrants Received	387
Total Number of Warrants Served	426