



**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  
SPECIAL PRESENTATION MEETING**

**October 1, 2019 at 6:00 PM  
Historic Courthouse – Council Chambers – Second Floor  
Chairman Tommy Dunn, Presiding**

**1. CALL TO ORDER:**

**2. RESOLUTIONS:**

- a. **R2019-041:** A resolution to recognize and honor Thomas Lorin Hughes, a decorated Veteran of the Second World War and member of “The Greatest Generation, for his extraordinary and brave service to his country upon the occasion of his One-Hundredth Birthday.  
Tommy Dunn (allotted 5 minutes)
- b. **R2019-042:** A resolution to honor and recognize David Cothran’s ten years of service on the Anderson County Planning Commission and other contributions to the Anderson Community.  
Tommy Dunn (allotted 5 minutes)

**3. ADJOURNMENT:**

**AGENDA  
ANDERSON COUNTY COUNCIL  
REGULAR MEETING**

**October 1, 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. M. Cindy Wilson

**3. APPROVAL OF MINUTES:**

September 17, 2019

**4. CITIZENS COMMENTS:** Agenda Matters only

**5. ROAD TAXES AND OTHER CONCERNS:** Ms. Gracie S. Floyd (allotted 15 minutes)

**6. ORDINANCE THIRD READING:**

- a. **2019-042:** An ordinance to amend an Agreement for the development of a Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties so to enlarge the park to include certain property of T&S Brass and Bronze Works, Inc.. (Project Alloy) **PUBLIC HEARING-NO TIME LIMITS**  
Mr. Burriss Nelson (allotted 5 minutes)

- b. **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 1998 Augustus Partners, L.P. a company previously 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)  
**PUBLIC HEARING-NO TIME LIMITS** Mr. Burriss Nelson (allotted 5 minutes)

- c. **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.  
**PUBLIC HEARING-NO TIME LIMITS** Mr. Rusty Burns (allotted 5 minutes)

- d. **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. **PUBLIC HEARING-NO TIME LIMITS**

Mr. Burriss Nelson (allotted 5 minutes)

7. **ORDINANCE SECOND 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. Ms. M. Cindy Wilson (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 4-29-6 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)

8. **ORDINANCE FIRST READING:**

- a. **2019-050:** An ordinance to amend the zoning map to rezone +/- 49.44 acres on Garrison Road from R-20 (Single-Family Residential) to R-A (Residential- Agriculture), TMS #066-011-017 and 66-00-11-005.

(District 4) **PUBLIC HEARING-NO TIME LIMITS**

Dr. Jeff Parkey (allotted 5 minutes)

- b. **2019-051:** An ordinance to amend the zoning map to rezone +/- 5.72 acres at 1150 Garrison Road from R-20 (Single-Family Residential) to R-A (Residential-Agriculture), TMS #066-00-11-020

(District 4) **PUBLIC HEARING-NO TIME LIMITS**

Dr. Jeff Parkey (allotted 5 minutes)

- c. **2019-052:** An ordinance to amend the zoning map to rezone +/- 5.00 acres at 1140 Garrison Road from R-20 (Single-Family Residential) to R-A (Residential-Agriculture), TMS #066-00-11-021

(District 4) **PUBLIC HEARING-NO TIME LIMITS**

Dr. Jeff Parkey (allotted 5 minutes)

9. **RESOLUTIONS:** None

10. **BID APPROVAL:**

- a. BID #20-013: Big water Resurfacing Project

**11. REPORT FROM FINANCE COMMITTEE MEETING HELD ON SEPTEMBER 20, 2019:**

- 3. BID # 20-001 Solid Waste Hauling Chairman Craig Wooten (allotted 15 minutes)
- 4. Services Agreement with Fleet Services
- 5. Hiring County Workers in Selected Departments
  - a. Roads & Bridges
  - b. Solid Waste

**12. REPORT FROM PUBLIC SAFETY COMMITTEE HELD ON SEPTEMBER 20, 2019:**

- 3. 2019 LEMPG Grant Chairman Ray Graham (allotted 15 minutes)
- 4. 2019 VOCA Grant
- 5. 2019 State Homeland Security Program Grants
  - a. 19SHSP03
  - b. 19SHSP10
  - c. 19SHSP17
- 6. Body-Worn Camera Grant
- 7. 2019 JAG Grant

**13. EXECUTIVE SESSION:**

- a. Employee Benefit Contract Plan

**14. APPOINTMENTS:**

**15. REQUESTS BY COUNCIL:**

Anderson County Museum Hall of Fame Induction- D1, D7  
Anderson School District 2- D3, D7  
PlaySafe- D1, D2, D3, D4, D5, D6

**16. ADMINISTRATORS REPORT:**

(allotted 2 minutes)

**17. CITIZENS COMMENTS:**

**18. REMARKS FROM COUNCIL:**

**19. ADJOURNMENT:**

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

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

**RESOLUTION #R2019-041**

**A RESOLUTION TO RECOGNIZE AND HONOR THOMAS LORIN HUGHES, A DECORATED VETERAN OF THE SECOND WORLD WAR AND MEMBER OF “THE GREATEST GENERATION,” FOR HIS EXTRAORDINARY AND BRAVE SERVICE TO HIS COUNTRY UPON THE OCCASION OF HIS ONE-HUNDREDTH BIRTHDAY.**

**WHEREAS**, Thomas Lorin Hughes was born on September 17, 1919 in Camilla, Georgia and is a member of “The Greatest Generation;” and

**WHEREAS**, Hughes joined the American war effort in the Second World War on October 27, 1942, including service at Normandy and in other areas of Northern France, Central Europe, and the Mediterranean-North African-Middle East Theatre as a mechanic on the P-38 Lightning in the United States Army Air Corps, for which he received numerous Air Offensive decorations and citations, including six Bronze Stars; and

**WHEREAS**, Hughes retired from New York Life Insurance, is twice widowed, is a current Anderson resident, and is the father of two children, Tommy and Carolyn.

**NOW, THEREFORE, BE IT RESOLVED**, in meeting duly assembled this seventeenth day of September 2019, to take effect and be in force immediately upon enactment, that the Anderson County Council expresses its gratitude to Thomas Lorin Hughes for lifetime of service to the United States of America.

**ATTEST:**

**FOR ANDERSON COUNTY:**

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Rusty Burns  
County Administrator

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Tommy Dunn,  
County Council Chairman

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Lacey A. Croegaert  
Clerk to Council



**RESOLUTION #R2019-042**

**A RESOLUTION TO HONOR AND RECOGNIZE DAVID COTHRAN'S TEN YEARS OF SERVICE ON THE ANDERSON COUNTY PLANNING COMMISSION AND OTHER CONTRIBUTIONS TO THE ANDERSON COMMUNITY.**

**WHEREAS**, Mr. David Cothran has served on the Anderson County Planning Commission for ten years, including two years of service as the Commission's Vice-Chair and, since 2014, as the Commission's Chairman; and

**WHEREAS**, Mr. Cothran graduated from Clemson University in 1991 as a Registered Nurse with a bachelor of science degree in nursing and in 1996 as an Advanced Practice Nurse with a master of science degree in nursing; and

**WHEREAS**, Mr. Cothran has spent his career serving in nursing leadership roles at AnMed Health for decades, including several years as Director of Emergency & Trauma Services, during which he oversaw operations in AnMed's Emergency Room, and is currently a Nurse Practitioner at Care Connect, AnMed's urgent care clinic; and

**WHEREAS**, in addition to his service on the Planning Commission, Mr. Cothran has been active in the Anderson community, including service as a volunteer fireman, as vice-chairman of the Appalachian Development Corporation Board of Directors, as Board Secretary for Sigma Theta Tau International, Gamma Mu, and as an active member of his church; and

**WHEREAS**, Anderson County is grateful to Mr. Cothran for his ten years of dedicated service to the Anderson County Planning Commission and hereby honor and recognize his many contributions to the Anderson community.

**RESOLVED** in a meeting duly assembled this 1<sup>st</sup> day of **October**, 2019.

**FOR ANDERSON COUNTY:**

\_\_\_\_\_  
Tommy Dunn, Chairman  
District Five

**ATTEST:**

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

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

State of South Carolina    )  
County of           Anderson    )

ANDERSON COUNTY COUNCIL  
ANDERSON COUNTY COUNCIL MEETING  
SEPTEMBER 17, 2019

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

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
LACEY CROEGAERT

1 TOMMY DUNN: (Inaudible) At this time I'd ask  
2 Ms. Floyd to do the invocation and pledge of allegiance. If  
3 we'd all rise, please. Ms. Floyd.

4 GRACIE FLOYD: Go to your higher power as I go to  
5 mine and let's ask for His goodness together.

6 **INVOCATION AND PLEDGE OF ALLEGIANCE BY GRACIE FLOYD**

7 TOMMY DUNN: At this time are there any changes  
8 or corrections to the September 3rd minutes?

9 CINDY WILSON: Just one that I found, Mr. Chairman.

10 TOMMY DUNN: Ms. Wilson.

11 CINDY WILSON: Starting on page 6, it's just an  
12 incorrect spelling of the name of one of our citizens. It  
13 should be G-e-r-r-i-s-h instead of 'g-a'. And wherever her  
14 name comes up, I would just make a motion to amend that.

15 TOMMY DUNN: Any further corrections to be made?  
16 Hearing none, Ms. Wilson, you want to put that in the form of  
17 a motion?

18 CINDY WILSON: So moved.

19 TOMMY DUNN: Do we have a second? Second by Mr.  
20 Sanders. All in favor of the motion show of hands. Opposed  
21 like sign. Show the motion carries.

22 At this time as Mr. Harmon calls your name for citizens  
23 comments, you have three minutes. It should be on matters  
24 that's on the agenda. Please address the chair. State your  
25 name and district for the record as you approach or before you  
26 talk.

27 LEON HARMON: Mr. Chairman, first speaker is Danny  
28 Brown.

29 DANNY BROWN: How y'all doing today? I'm Danny  
30 Brown from the (mic went out).

31 LEON HARMON: Next speaker is Rich Bennett.

32 RICH BENNETT: Rich Bennett, 307 Compass Point.  
33 I'm talking about the rezoning of the 9.7 acres, 2019-032.  
34 I'll give y'all an update. Since we talked last, we have met  
35 with the neighborhood again, out there at the neighborhood.  
36 We had quite a few people show up. Kind of adjusted a few  
37 things on it. I think everybody is in agreement for moving  
38 forward.

39 Before the next reading, the next time I ask to have it  
40 read, I'm going to have their deed restricted. I'll go over  
41 the points of that. That it be would be county or the  
42 neighborhood that's in force. Right now we agreed -- we  
43 originally talked about a three hundred foot buffer in the  
44 back. We moved it to six hundred feet and thirty foot buffer  
45 off the road, or six hundred feet and twenty foot the next  
46 distance, limit to one curb cut. I went from three hundred to  
47 six hundred, but they're inside the six hundred feet there's  
48 going to be nothing built. They allowed me to (mic cutting  
49 out) storm water or retention pond so they could be in that  
50 six hundred foot buffer, but no structures other than storm

1 water. So they got a little more (mic cutting out) then do a  
2 thirty foot buffer. People won't see it anyway. So it worked  
3 out good. And that gives me kind of a rougher piece of  
4 property and place to put the retention pond in the back and  
5 put it all the way around and it gives the front more useable  
6 property. I think basically we've all agreed on that. And  
7 then when we go through a second reading, we're going to draft  
8 a deed restriction and have a survey done showing exactly the  
9 points and make sure they're happy to review it. And then if  
10 we're both happy we'll come to ask for the third reading.  
11 That's where we are right now. Thank you.

12 TOMMY DUNN: Thank you. Mr. Harmon.

13 LEON HARMON: Mr. Chairman, next speaker is Mike  
14 Manley.

15 MIKE MANLEY: I'm Mike Manley. I live at 1158  
16 Cartee Road and I concur with what Richard just said as far as  
17 the plans that we're looking at at this point. The one major  
18 concern, if we can work these other issues out that we  
19 continue to have, and I've talked to Mr. Sanders about this,  
20 is the enforcement of these restrictions. We do not have a  
21 neighborhood association or anything, so we would really have  
22 to get some kind of indication from the county zoning that  
23 they would be willing to do that. Thank you.

24 TOMMY DUNN: Thank you.

25 LEON HARMON: Next speaker is Mitch Mack.

26 MITCH MACK: Mitch Mack, 1203 Cartee Road. Good  
27 evening, council members and audience. I just want to say  
28 that I'm in concurrence with what we've agreed to so far with  
29 Mr. Bennett and the neighborhood residents. We had a pretty  
30 productive meeting a couple of weeks ago. And I think the  
31 main concern going forward is just the future of a long term  
32 enforcement of trying to leave that buffer there for us. I  
33 think we've come to the best agreement we all can, the best  
34 for both parties. I just want to say thank you for your time  
35 and consideration.

36 TOMMY DUNN: Next, Mr. Harmon.

37 LEON HARMON: Next speaker is Elizabeth Fant.

38 ELIZABETH FANT: Elizabeth Fant, District 3. I'm  
39 speaking on several things. One is the ordinance that these  
40 other people just commented on. I'm glad to see that the  
41 parties involved have worked something out. But I was really  
42 floored a couple of meetings ago when they had the first  
43 reading and they were told that it could be tabled for however  
44 long and not even come up until September or January, and then  
45 bam, the next meeting there it was again. And these people  
46 hadn't had time to go talk to Mr. Bennett to work things out.  
47 And that was just really a slam in the face. And I don't like  
48 to see it when council does stuff like that.

49 I want to speak on administrator's report, sheriff's  
50 report. If you haven't been keeping up with what's going on

1 in the news, on Facebook, WYFF, Anderson Independent, what's  
2 left of it, and so forth, our sheriff's department is really  
3 whooping it up big. They are cleaning the streets. Cleaning  
4 the streets, gathering in the meth, the heroin and whatever  
5 and the money and the guns. And our solicitor's office is  
6 right behind them. We have, in my lifetime, the best sheriff  
7 that we've ever had, the most law abiding, the most Christian,  
8 and the hardest working. Thanks.

9 TOMMY DUNN: Mr. Harmon.

10 LEON HARMON: No one else is signed up, Mr.  
11 Chairman.

12 TOMMY DUNN: Thank you, Mr. Harmon.

13 Moving on to item number 7(a). I believe Mr. Sanders is  
14 going to recuse himself. Could you state the reason, Mr.  
15 Sanders, for the record.

16 BRETT SANDERS: Yes, sir. I would like to recuse

17 ---

18 TOMMY DUNN: I'm sorry. I missed one. I'm  
19 sorry.

20 BRETT SANDERS: Go right ahead, sir.

21 TOMMY DUNN: I was just quizzing y'all and Mr.  
22 Burns and y'all just let me go on by. All y'all failed  
23 tonight.

24 We're going to item number 5, discussion of the methadone  
25 clinics in Anderson County, Mr. Brown. Mr. Brown, I  
26 apologize.

27 DANNY BROWN: How you doing?

28 TOMMY DUNN: I'm fine. How about y'all?

29 DANNY BROWN: I'm here to speak on the methadone  
30 clinics. A lot of people in Anderson County is not aware that  
31 it's even here. Right To Life Foundation was raised up out of  
32 the struggles that I went through in my personal life. And  
33 during them personal struggles, I was about run out of town  
34 for a situation that drugs was involved. Well, the methadone  
35 clinic is selling drugs in Anderson County. Like she said,  
36 the sheriff is doing a tremendous -- he's doing tremendous  
37 work cleaning the streets, but we've got a legal situation.  
38 People, men and women, in the Anderson County jail, South  
39 Carolina prison system, are doing eighty-five percent of their  
40 bids, most of them, about ninety percent of them, for the same  
41 thing this place is doing up here legally.

42 I go every day when I leave Gold's Gym, after I work out,  
43 I go to the methadone clinic. And it's no different than a  
44 drug house. Excuse me. No different than a drug house. You  
45 watch people come in and out. And what it does, it takes a  
46 toll on a community as a whole because they go to local stores  
47 and they steal, some of them do, because they don't have jobs  
48 and they have to pay for their methadone once a week. Okay.  
49 A five dollar item could be a fifty dollar item in a store.  
50 Take it to a drug dealer or somebody that boosts, a five



1 dollar item is something bigger than your hand. It could be a  
2 hundred dollar bottle of lotion. A three dollar bottle is  
3 under your hand. That could be a thirty or forty dollar  
4 bottle of lotion, shampoo or anything. Okay. This goes right  
5 into play with the methadone clinic. I know people that steal  
6 every week or pay for the methadone clinic because they don't  
7 have no choice because they can't keep a job because they're  
8 so high on methadone.

9 I did twenty-five years in prison. And the prison system  
10 in South Carolina, we do not have a methadone clinic. We do  
11 not have a suboxone clinic. You come in, they don't have a  
12 methadone clinic at the county jail. You come in, you go  
13 through withdrawal for four or five days, they watch you and  
14 then you're off of it. It's over with.

15 I talked to Ms. Dobbins at the clinic, the director of the  
16 methadone clinic. We had a forty-five minute discussion.  
17 I've had people that's maintained on methadone for fifteen or  
18 twenty years with no problem. But they've been getting high  
19 for fifteen, twenty years. They don't need it for fifteen,  
20 twenty years. And on top of that Medicaid pays for it. So  
21 the taxpayers pays for it, for them to go up there and get  
22 high every day.

23 I've had friends that wrecked their cars, totaled their  
24 cars, just on methadone. And if you're a good methadone  
25 person, I mean you go up there and you get high, whatever, but  
26 if you do it regular for a long period of time, they send you  
27 home with the bottle once a week. You get a whole bottle of  
28 methadone, a whole week's supply, at one time. Well, that  
29 whole week's supply, they don't maintain all week. Ninety  
30 percent of the people that get the whole bottle either sell it  
31 to somebody else, they drink it right then, they get high and  
32 then they go kill somebody, run off the road in a car or kill  
33 their self. It could be you going home, your family going  
34 home, each and every night, thinking everything's all right  
35 and here comes somebody on methadone, mixed with Xanax,  
36 drinking liquor and all at one they nod out. It's over with.  
37 So you're dead, your family member is dead, they're dead,  
38 everybody is in distress.

39 And you have family members of people on methadone -- this  
40 one particular lady I know, they worry every night for her  
41 safety, not knowing if she's going to make it home or not  
42 because she's done wrecked four times in the past six months,  
43 on methadone.

44 So it's a very serious issue in Anderson County. I'm  
45 doing my best. I've contacted the representatives of Anderson  
46 County at the state house. They're trying to get it heard on  
47 the floor at the state house. The President has been real  
48 hard on opioid drug epidemic and you can't hardly get pain  
49 pills on the street. You can't hardly get heroin no more.  
50 Like the lady said, the sheriff has done cleaned it up and the

1 bills passed down from Washington has done about eliminated  
2 pain killers in Anderson County and throughout the nation. So  
3 the only thing left is methadone.

4 So why not Anderson County be the first one to get on this  
5 thing and just get it heard across the nation and make folks  
6 aware of it and let it be gone. As long as people know it's  
7 up there, they're going to keep trying to get the money to get  
8 it. It's going to keep hurting the economy in Anderson  
9 County. And if you get kicked off in Greenville or Columbia  
10 or Greenwood, you've got to come to the next one. So you've  
11 got people coming from out of town coming to this methadone  
12 clinic because they've been kicked out of other methadone  
13 clinics. And a lot of them are homeless and you see them on  
14 the streets. So the homeless from them places come to this  
15 place. They go to get methadone. They get theirs, they  
16 either go sell it or they do it. That's what they do. They  
17 boost and steal all day long to pay for this.

18 And I thank you for your time. That's all I've got to  
19 say. Appreciate it.

20 TOMMY DUNN: Thank you. Yes, sir.

21 Moving on I've just got a little bit of housekeeping for  
22 information. Tonight we're going to honor a veteran, Thomas  
23 (mic cutting out). We couldn't get this on the agenda in  
24 time, but they're going to honor him tonight and give him a  
25 resolution and thing from us and we'll vote on it if that's  
26 all right with everybody?

27 CINDY WILSON: Do we make a motion to amend the  
28 agenda?

29 TOMMY DUNN: Our agenda speaks (mic cutting out)  
30 but that's the reason I was telling you for information.

31 Moving on to item number 7(a), 2019-032, ordinance to  
32 amend the zoning map to rezone plus or minus 9.75 acres from  
33 R-20 single family residential to C-2, highway commercial, at  
34 Cartee Road and I-85, District 4. Mr. Sanders, if ---

35 BRETT SANDERS: Yes, sir, I'd like to recuse myself.  
36 Some of the investors of the developer I do business with and  
37 have current (mic cutting out).

38 TOMMY DUNN: Thank you, Mr. Sanders. Do we have  
39 a motion to put this on the floor?

40 CINDY WILSON: So moved.

41 TOMMY DUNN: Motion Ms. Wilson. Do we have a  
42 second? Second Mr. Davis. Dr. Parkey, you got anything you'd  
43 like to add?

44 JEFF PARKEY: Nothing else to add, Mr. Chair.  
45 Just glad to hear that the neighborhood and Mr. Bennett have  
46 come together.

47 TOMMY DUNN: Does anybody have anything else?

48 CINDY WILSON: Do we -- I'm sorry.

49 TOMMY DUNN: Ms. Floyd and then we'll go to Ms.  
50 Wilson.

1 GRACIE FLOYD: (Not speaking into mic) Are we ready  
2 to move on with this? Have the people from that community  
3 told us yet that they're ready to move on?  
4 JEFF PARKEY: My understanding is we are ready to  
5 have a second reading.  
6 GRACIE FLOYD: No. I'm through because I thought  
7 that they were -- on the document that they wanted to go  
8 through. So they're through with the document and everything;  
9 right? They're not through? Okay. They're not through with  
10 the document yet, so tonight we're just going to go ahead with  
11 a second reading on it?  
12 TOMMY DUNN: Yes, ma'am.  
13 JEFF PARKEY: That's my understanding, yes, ma'am.  
14 GRACIE FLOYD: Even though they're not through?  
15 JEFF PARKEY: My understanding from what was just  
16 mentioned is that the deed restriction has not yet been  
17 finalized, but negotiations are underway.  
18 GRACIE FLOYD: Thank you.  
19 TOMMY DUNN: Let's stop right here because I made  
20 an error. We need to have a motion to pull this off the  
21 table.  
22 CINDY WILSON: May I make the motion that we take  
23 this item off the table?  
24 RAY GRAHAM: Second.  
25 TOMMY DUNN: Motion Ms. Wilson; second Mr.  
26 Graham. Do we have a -- all in favor of the motion show of  
27 hands. Opposed? You opposed to taking it off? Mr. Davis is  
28 in favor of taking it off, Mr. Graham, Mr. Wooten, Ms. Wilson,  
29 Mr. Dunn. Show Mr. Sanders is a thing and Ms. Floyd is  
30 opposed.  
31 Now we'll go back. Do we have a motion again -- who made  
32 that motion to take it off the table?  
33 CINDY WILSON: May I ---  
34 TOMMY DUNN: Not take -- motion to put it on the  
35 floor?  
36 CINDY WILSON: May I make the motion that we now  
37 put this item on the floor.  
38 TOMMY DUNN: Second reading.  
39 CINDY WILSON: Second reading.  
40 TOMMY DUNN: Do we have a second?  
41 RAY GRAHAM: Second.  
42 TOMMY DUNN: Second Mr. Graham.  
43 CINDY WILSON: May I?  
44 TOMMY DUNN: Now discussion. Ms. Wilson.  
45 CINDY WILSON: I just wanted to make sure I'm with  
46 the understanding that everybody is moving forward and that  
47 there will be a conclusion to this by the third reading?  
48 TOMMY DUNN: Yeah, let me just keep this -- if I  
49 can clarify this, Ms. Wilson, I talked -- let me get this  
50 squared away. Ms. Wilson, that's right. I ain't going to say

1 everybody because you know how things is. But the majority of  
2 the people, and you heard several of them here tonight, here  
3 from this thing, has agreed to take it off the table and move  
4 forward. At third reading they want some assurance on the  
5 deed restrictions and that's (mic cutting out).

6 CINDY WILSON: Okay. So if we vote for this on  
7 second reading tonight, we would have a third reading with  
8 everyone in agreement. And if they're not in agreement then  
9 we would certainly take that into consideration.

10 TOMMY DUNN: They're working on some (mic cutting  
11 out) documents from attorneys to tie it to the deed where it  
12 will have some teeth. Mr. Harmon is also going to look at it  
13 to make sure ---

14 CINDY WILSON: So it may not be in two weeks. It  
15 may be ---

16 TOMMY DUNN: That's right.

17 CINDY WILSON: Okay. Good. Because I see some  
18 heads nodding yes and some nodding no.

19 TOMMY DUNN: Thank you.

20 CINDY WILSON: All right. Thank you.

21 TOMMY DUNN: Just for the record, we stated first  
22 reading and I think I made it plain last meeting night, once  
23 somebody introduces something we can table it, but it's got to  
24 come forth to table it. You can't just take it off the agenda  
25 when (mic cutting out) asks for it to be put on. And that's  
26 what happened last meeting night. What I asked for the very  
27 first time is the citizens (mic cutting out) and work  
28 something another out. I think that's what it's all about. I  
29 think it's good and hope you continue to work forward on it.  
30 Nobody is trying to hoodwink nobody.

31 All in favor of the motion show of hands. All opposed.  
32 Or abstains. Motion for second reading to move this forward.  
33 Show in favor Mr. Davis, Mr. Dunn, Mr. Graham, Mr. Wooten, Ms.  
34 Wilson favor. Ms. Floyd abstains. And Mr. Sanders has  
35 recused himself. Mr. Davis, will you get him back.

36 I want to thank Dr. Parkey, staff and the people that  
37 lives out there for working hard and hope y'all can follow  
38 this through. Appreciate y'all very much.

39 Moving on to item number 7(b), second reading, 2019-042,  
40 an ordinance to amend the agreement for the development of a  
41 joint county industrial and business park, 2010 park, of  
42 Anderson and Greenville counties so as to enlarge the park to  
43 include certain property of Project Alloy. Do we have a  
44 motion to move this forward?

45 CINDY WILSON: So moved.

46 RAY GRAHAM: Second.

47 TOMMY DUNN: Motion Ms. Wilson; second Mr.  
48 Graham. Now discussion. Mr. Burriss, you got anything?

49 BURRISS NELSON: No, sir, other than this is our  
50 standard procedure with Greenville County projects. And it's

1 a reciprocal agreement that we share with them and they share  
2 with us.

3 TOMMY DUNN: Ms. Floyd.

4 GRACIE FLOYD: Mr. Burriss, could you please  
5 refresh our memories. And for those who did not come or  
6 didn't come the last meeting, explain what this Project Alloy  
7 is.

8 BURRISS NELSON: It's a project in Greenville  
9 County. It's still unannounced and still confidential. I  
10 should be able to have the name to be able to reveal it by our  
11 third reading. But they're taking that project to the multi-  
12 county park agreement that allows them to be able to offer  
13 state incentives to the company from the South Carolina  
14 Department of Commerce and the Coordinating Council for  
15 Economic Development. But you have to have a partner county  
16 and Anderson is a partner county with Greenville. And they do  
17 the same for us. Greenville County sends its thanks for  
18 assisting with this project and looks forward to assisting us  
19 with our next project.

20 TOMMY DUNN: Thank you. Anyone else? All in  
21 favor of the motion show of hands. Opposed like sign. Show  
22 the motion carries unanimously.

23 Moving on now to item number 7(c), 2019-044, ordinance  
24 authorizing the execution and delivery of a Fee in Lieu of  
25 Tax and Incentive Agreement by and between Anderson County,  
26 South Carolina and a company identified for the time being as  
27 Project Augustus, with respect to certain Economic Development  
28 property to be located at one or more locations in the County,  
29 whereby such property will be subject to certain payments in  
30 Lieu of Taxes. Do I have a motion to move this forward?

31 JIMMY DAVIS: So moved.

32 CINDY WILSON: So moved.

33 TOMMY DUNN: Motion Mr. Davis; second Ms. Wilson.  
34 Discussion. Mr. Nelson, do you have anything?

35 BURRISS NELSON: Just that this project, we  
36 presented it last time as an opportunity for Anderson County  
37 to use other people's money to get economic development, spec  
38 buildings built, and their plan is to build an approximately  
39 two hundred thousand square foot building and we're offering  
40 some incentives to take care of their infrastructure  
41 development.

42 TOMMY DUNN: Anyone have anything?

43 JIMMY DAVIS: Mr. Chair.

44 TOMMY DUNN: Mr. Davis.

45 JIMMY DAVIS: I want to emphasize that we've done  
46 this before recently and this is -- anyone that's wondering  
47 what we're going through here, this is a very, very good deal  
48 for Anderson County (mic cutting out). These are very, very  
49 good partnerships for the county to bring good commercial and  
50 industrial activity.



1 TOMMY DUNN: Thank you, Mr. Davis. Anyone else?  
2 All in favor of the motion show of hands. Opposed like sign.  
3 Show the motion carries unanimously.  
4 Moving on now to 7(d), 2019-045, An ordinance to approve a  
5 Ground Lease by and between Anderson County, South Carolina  
6 and Tri-County Technical College for a site at the Anderson  
7 Regional Airport for Heavy Equipment Operator Training and for  
8 a site at the TTI Pearman Dairy Road Facility for a Lineman  
9 Training School. As we all know, we have a grading equipment  
10 thing that's been going on at the airport now for a number of  
11 years. This is (mic cutting out) and it's something new for  
12 the things. Do we have a motion to put this on the floor?  
13 RAY GRAHAM: So moved.  
14 TOMMY DUNN: Motion Mr. Graham; second Ms.  
15 Wilson. Now any discussion?  
16 GRACIE FLOYD: Yes.  
17 TOMMY DUNN: Ms. Floyd.  
18 GRACIE FLOYD: Okay. Mr. Burriss. Where did he  
19 go?  
20 TOMMY DUNN: Mr. Burriss, Ms. Floyd's got a  
21 question.  
22 GRACIE FLOYD: Mr. Burriss, please tell me, the  
23 last time we had the first reading, okay, but everybody knows  
24 now that Tri-County Tech wants a place at the TII (inaudible).  
25 BURRISS NELSON: Tri-County Tech, I have not (mic  
26 cutting out).  
27 GRACIE FLOYD: Or whomever, yeah. Thank you. We  
28 have -- Tri-County Tech wants to go to the airport and then  
29 they want to go to the new place?  
30 RUSTY BURNS: Yes, ma'am.  
31 GRACIE FLOYD: And I came up with a name for that  
32 place now, but I forgot what it was. But anyway, they want to  
33 go there. Are they paying us anything for all of this?  
34 RUSTY BURNS: They have used excess land at the  
35 airport for over ten years for construction training. All  
36 this is doing is renewing the lease that has expired.  
37 GRACIE FLOYD: Go back now. They have used what  
38 now for ---  
39 RUSTY BURNS: They have used this property at the  
40 airport for the last ten years.  
41 GRACIE FLOYD: What have they been doing out there  
42 for the last ---  
43 RUSTY BURNS: They have been doing construction  
44 training on heavy equipment.  
45 GRACIE FLOYD: At the airport?  
46 RUSTY BURNS: Yes, ma'am.  
47 GRACIE FLOYD: Now, I know that one time that they  
48 were talking about coming out there, but I didn't know they  
49 were already out there. They were talking about bringing  
50 Caterpillar out there one time.

1 RUSTY BURNS: Primarily what they have out there  
2 is backhoes and things like that. Not the real big heavy ---  
3 GRACIE FLOYD: Are they paying us for that?  
4 RUSTY BURNS: Tri-County Tech does not pay that,  
5 but they train our workers.  
6 GRACIE FLOYD: Okay. All right. And the one over  
7 at ITT that they want to get into that one.  
8 RUSTY BURNS: The one at TTI basically consists of  
9 four poles in the ground on the edge of that property to allow  
10 people to receive lineman training. And then they will have  
11 the use of a classroom that they will use during these lineman  
12 training classes.  
13 GRACIE FLOYD: Are they paying Anderson County ---  
14 RUSTY BURNS: They'll be paying, yes, ma'am, their  
15 fair share of utilities and etcetera. Yes, ma'am.  
16 GRACIE FLOYD: Okay. All right. Well, I think  
17 this is good for Tri-County Tech. But you have to remember  
18 something, that we pay, too. We pay them our fair share of  
19 these things that they want to do. And plus the student pays,  
20 as well. Okay. Don't forget we're looking for money to do  
21 our roads.  
22 RUSTY BURNS: Yes, ma'am.  
23 GRACIE FLOYD: And we need to start tightening up  
24 who's doing what for what. All right. Thank you. Thank you,  
25 Mr. Chair.  
26 TOMMY DUNN: Anyone else?  
27 CINDY WILSON: May I?  
28 TOMMY DUNN: Ms. Wilson.  
29 CINDY WILSON: In reference to the airport part of  
30 the lease, I guess it was six or seven years ago Tri-County  
31 came and asked us to give them the land. And that's when we  
32 realized that the previous council had purchased that property  
33 through the bond issue; remember? So we couldn't just give  
34 it. We were still paying debt service on it. So the nice  
35 thing about Tri-County Tech being out there is they're moving  
36 dirt around and hopefully making it more useful for another  
37 use once their need is over. And I'm personally fine with the  
38 lease. I've read through it. It -- term ends with a specific  
39 time frame. We're covered with liability. It's a very fair,  
40 reasonable lease agreement. Thank you.  
41 TOMMY DUNN: Anyone else? All in favor of the  
42 motion show of hands. All opposed. Abstain?  
43 GRACIE FLOYD: I'm going to abstain for this one.  
44 TOMMY DUNN: Show the motion carries with Mr.  
45 Davis, Mr. Sanders, Mr. Dunn, Mr. Graham, Mr. Wooten and Ms.  
46 Wilson in favor. Ms. Floyd abstains.  
47 Moving on to item number 7(e), 2019-046, an ordinance to  
48 approve an amendment to the Fee in Lieu of Tax Agreement and  
49 Infrastructure Finance Agreement between Anderson County,  
50 South Carolina and Ortec, Inc. so as to add the town of

1 Pendleton as a party to the agreements. (Mic cutting out) we  
2 need to put their name on this piece of paper. Do we have a  
3 motion to move this forward?

4 JIMMY DAVIS: So moved.

5 TOMMY DUNN: Motion Mr. Davis; second Ms. Wilson.  
6 Mr. Nelson, do you have anything you want to add?

7 BURRISS NELSON: Yes, sir. Thank you, Mr.  
8 Chairman. Ortec has, in two different projects over the last  
9 three years, actually through expansions have invested  
10 approximately forty million dollars or will invest forty  
11 million dollars at that facility. Part of this development  
12 and redevelopment of the old Westinghouse building is that  
13 Ortec needs additional sewer infrastructure and capacity. And  
14 to get that they were required to annex into the town of  
15 Pendleton.

16 In doing so, they also had to work out some agreements  
17 about additional water capacity needs that they had. And we  
18 partnered with the town of Pendleton in helping secure and  
19 recruit all that infrastructure for Ortec and work with them  
20 (change of audio) as they are creating a hundred and five jobs  
21 with an average salary of twenty-one dollars and forty-five  
22 cents an hour with an annual payroll of four and a half  
23 million dollars.

24 Of course, it's a six percent negotiated fee agreement and  
25 a multi-county industrial park infrastructure credit agreement  
26 that allows them to have incentives up to fifty percent in the  
27 first five years; forty percent in years six through ten; and  
28 thirty percent in years eleven through fifteen. This gives  
29 the company an opportunity to grow. There is a projected  
30 property tax income of approximately six million dollars over  
31 twenty years. And I think I've had a fee run on second page  
32 that shows you taxes each year for the next twenty years and  
33 what that looks like.

34 But this comes as a recommendation from staff to council  
35 for a project that's creating some awfully good jobs for  
36 Anderson County.

37 TOMMY DUNN: Thank you, Mr. Nelson.

38 BURRISS NELSON: Yes, sir, thank you.

39 TOMMY DUNN: Anyone have anything else? All in  
40 favor of the motion show of hands. All opposed like sign.  
41 Show the motion carries unanimously.

42 Moving on to item number 8(a), ordinance first reading, be  
43 2019-014, an ordinance to amend Chapter 70, Article 6 of the  
44 Anderson County Code of Ordinances, so as to clarify storage  
45 of Commercial Equipment in residential zoned areas. Do we  
46 have a motion to move this on the floor?

47 CINDY WILSON: So moved.

48 TOMMY DUNN: Motion Ms. Wilson. Do we have a  
49 second? Second Mr. Sanders. Open the floor for discussion.  
50 I'll just start off saying, this is the ordinance we've talked

1 about numerous times. Mr. Harmon has worked on this and I'll  
2 let him explain this; and Ms. Hunter, Dr. Parkey. This is, my  
3 understanding from Ms. Hunter, we had some -- this only  
4 affects zoned areas. We had complaints about some of these  
5 things violating this. Go to Court, but no teeth in it to do  
6 nothing about it. Throw it out, needing something. This is  
7 the reason we got to where we did to rewrite this to give them  
8 some teeth when they go to Court to have something to enforce  
9 with. Mr. Harmon, do you want to dress that up a little bit?

10 LEON HARMON: Yes, Mr. Chairman, and members of  
11 council. The actual ordinance, the portion that will be added  
12 to our code, is attached as Exhibit A to this ordinance. This  
13 resulted from some work out of the Public Works Committee.  
14 We've been working on this for some time. It is, as Mr.  
15 Chairman mentioned, an effort to give the enforcement folks a  
16 better opportunity to enforce when we find situations where  
17 equipment and that type thing, the equipment that's mentioned  
18 in the ordinance, is being stored in residentially zoned  
19 areas; not RA and RA2 districts.

20 TOMMY DUNN: Anyone have any questions? This is  
21 only first reading.

22 CINDY WILSON: Just a quick refresher reminder.  
23 We've had a lot of citizens coming to us very distraught that  
24 they bought into a residential zoned area and a logging  
25 operation popped up on a lot next to them or a car repair  
26 business that is certainly not a part of residential zoning  
27 classification. And it results in the loss of quiet enjoyment  
28 for their properties and sometimes devalues their property.  
29 So it's, you know, these type operations can go into properly  
30 zoned areas or go into unzoned areas. And that's the whole  
31 point. It's the residential zoned areas. It has nothing to  
32 do with the agricultural use of property or bigger sites.  
33 Thank you.

34 TOMMY DUNN: I also want to point, Mr. Harmon has  
35 got some language in there -- I don't know if y'all have seen  
36 this -- that's about if you've got multiple acres, say  
37 something has got twenty acres, they'll be looked after where  
38 they won't be (mic cutting out) on larger parcel pieces of  
39 property.

40 LEON HARMON: Yes, there is language in the  
41 ordinance, Mr. Chairman, for that. If you have a large tract  
42 that's zoned, say R20, and nothing is visible from a property  
43 line, then this ordinance would not enforce against a business  
44 utilizing that property for storage of its equipment.

45 GRACIE FLOYD: Mr. Chair.

46 TOMMY DUNN: Ms. Floyd.

47 GRACIE FLOYD: Mr. Harmon, I understood everything  
48 until it got all confusing just now. At the end of your  
49 statement a few minutes ago, you said it had -- this was zoned  
50 property in RA or R something else you said.

1 LEON HARMON: No, RA and RA2 is specifically  
2 exempted from this ---  
3 GRACIE FLOYD: Well, see, what is RA and what is  
4 RA2?  
5 LEON HARMON: RA and RA2 are residential  
6 agricultural zoning districts.  
7 GRACIE FLOYD: So this would apply to all zoned  
8 areas?  
9 LEON HARMON: Residential zoned areas, yes, ma'am.  
10 GRACIE FLOYD: But if you're not zoning in your  
11 residential area, then it does not apply to you?  
12 LEON HARMON: That's correct. It only applies in  
13 zoned areas of the county.  
14 GRACIE FLOYD: But we don't have that many zoned  
15 areas; do we?  
16 LEON HARMON: Well, I don't have a count of how  
17 many ---  
18 TOMMY DUNN: That's a whole lot more that's not  
19 zoned than is zoned.  
20 GRACIE FLOYD: Yes. So this won't make much of a  
21 dent to anybody. If somebody is having this situation  
22 problem, whatever it is, if they're having this problem well  
23 this ordinance would not help them at all if they're not  
24 zoned.  
25 LEON HARMON: You are absolutely correct. It  
26 would not.  
27 GRACIE FLOYD: All right. Thank you.  
28 LEON HARMON: Yes, ma'am.  
29 TOMMY DUNN: Anyone else? All in favor of the  
30 motion show of hands. Opposed like sign. Show the motion  
31 carries, Mr. Davis, Mr. Sanders, Ms. Floyd, Mr. Dunn, Mr.  
32 Graham, Ms. Wilson in favor. Mr. Wooten opposes.  
33 Moving on now to item 8(b), 2019-040, an ordinance (1)  
34 authorizing pursuant to Title 4 of the Code of Laws of  
35 South Carolina 1976, as amended, including Sections 4-1-70, 4-  
36 1-175 and 4-29-68 thereof, and Article VIII, Section 13 of the  
37 South Carolina Constitution the execution and delivery of an  
38 Infrastructure Credit Agreement, by and between Anderson  
39 County, South Carolina, and a Company known to the County as  
40 Project Swan, to provide for certain Special Source Revenue or  
41 Infrastructure Credits; (2) authorizing the receipt and  
42 administration of a State Grant for the benefit of the  
43 project; and (3) other related matters, Project Swan. Do we  
44 have a motion to move this forward on second -- first reading,  
45 I'm sorry.  
46 JIMMY DAVIS: So moved.  
47 TOMMY DUNN: Motion Mr. Davis; second Ms. Wilson.  
48 Now discussion. Mr. Nelson.  
49 BURRISS NELSON: Thank you, Mr. Chairman. Project  
50 Swan is a plastic injection molding company actually, in part,



1 moving from another county in the state of South Carolina but  
2 will be creating new and additional jobs in Anderson County.  
3 It's a 4.1 million dollar capital investment. This plastic  
4 injection molding company provides parts to white goods  
5 operations in the area and they will have a total of a hundred  
6 jobs, creating in Anderson County a hundred jobs, with an  
7 average wage of sixteen dollars and twenty-three cents an  
8 hour, for an average annual payroll of 3.2 million dollars.  
9 They have a -- we've offered to them an infrastructure credit  
10 agreement that mimics the six percent fee, as well as an  
11 additional eighteen percent discount for the first five years  
12 and an additional eight percent discount for the second five  
13 years; years six through ten. Property tax at this location  
14 last year paid nineteen thousand five hundred ninety-six  
15 dollars. In the first year of operation the project will pay  
16 forty-one thousand seven hundred and twelve dollars.  
17 Community impact for this project, first year is 1.6 million  
18 and after twenty years almost thirty-six million.

19 There is I think a fee illustration on the second page of  
20 your copy that shows how the property tax looks and what the  
21 total run is, but gives you some idea that it'll generate  
22 about a million dollars over the twenty years. This is  
23 located close to the town of Williamston and Belton, and as  
24 you know, we just received news that Sapa Hydro Aluminum will  
25 be closing its doors and laying off a hundred and seventy-  
26 three people. So this is not the perfect fix, but it's  
27 certainly more than a band-aid to help supply job  
28 opportunities for people in that community. This comes to  
29 council as a recommendation from staff and the Economic  
30 Development Advisory Board. Thank you, sir.

31 TOMMY DUNN: Thank you. Anyone have anything?  
32 All in favor of the motion show of hands. All opposed like  
33 sign. Show the motion carries unanimously. Thank you, Mr.  
34 Nelson.

35 BURRISS NELSON: Thank you.

36 TOMMY DUNN: Moving on to item number (c), 8(c),  
37 will be 2019-041, an ordinance to amend an agreement for the  
38 development of a Joint County Industrial and Business Park  
39 (2010 Park) of Anderson and Greenville Counties so as to  
40 enlarge the Park. Be the same thing we done a while ago, but  
41 this is on our project to get in that park. Do we have a  
42 motion to move this forward?

43 CINDY WILSON: So moved.

44 TOMMY DUNN: Motion Mr. Sanders; second Ms.  
45 Wilson. Any discussion? All in favor of the motion show of  
46 hands. Opposed like sign. Show the motion carries  
47 unanimously.

48 Moving on to item number 8(d), 2019-048, an ordinance  
49 authorizing the execution and delivery of a Fee-in-Lieu of Ad  
50 Valorem Taxes and Incentive Agreements by and between Anderson

1 County, South Carolina and Project Santa's Hat to provide for  
2 payment of a Fee-in-Lieu of Taxes; authorizing the inclusion  
3 of a project site in a Multi-County Business Park;  
4 authorizing certain Special Source Revenue Credits. (Project  
5 Santa's Hat). Do we have a motion to move this forward?

6 CINDY WILSON: So moved.

7 TOMMY DUNN: Motion Ms. Wilson. Do we have a  
8 second? Second Mr. Davis. Now discussion. Mr. Nelson.

9 BURRISS NELSON: Thank you, Mr. Chairman. This is  
10 another solar project. This is our third, I believe, solar  
11 project in Anderson County. This is a small location just  
12 north of the town of Honea Path. Solar projects don't create  
13 jobs, but it'll take two farm properties that last year the  
14 total of the two properties generated a hundred and four  
15 dollars. And when the solar array is up and operational,  
16 it'll generate eight thousand dollars a year. It'll bring in,  
17 over twenty years, a total of a hundred and sixty thousand  
18 dollars. And of course, there's no environmental impacts that  
19 we know of. This doesn't create any jobs, so it additional  
20 does not create any undue burden on the community or on the  
21 school system. And this comes to council as a recommendation  
22 from staff and the Economic Development Advisory Board.

23 TOMMY DUNN: Anybody have any discussion,  
24 questions?

25 GRACIE FLOYD: I have a question.

26 TOMMY DUNN: Ms. Floyd.

27 GRACIE FLOYD: Okay. Mr. Burriss, also it does not  
28 have any of those things you said, but we don't have to do  
29 another fee in lieu of; do we?

30 BURRISS NELSON: Well, this is a fee in lieu  
31 agreement for this to be able to operate in this fashion.

32 GRACIE FLOYD: No, we talked today about it, but I  
33 didn't ask that question. But this is another fee in lieu of?

34 BURRISS NELSON: Yes, ma'am, it is.

35 GRACIE FLOYD: Dog. Okay.

36 TOMMY DUNN: Anyone else? Mr. Wooten.

37 CRAIG WOOTEN: Yeah, I was just curios. When a  
38 project like this happens and I guess a farm is take out of  
39 sort of the farm inventory of the community, I mean for them  
40 to come back and make it a farm at a later date would just be  
41 -- I mean, that's a possibility; isn't it?

42 BURRISS NELSON: Certainly. For the most part in  
43 almost every case the property owners have been older.  
44 They're my age, pardon the expression, but they're looking to  
45 preserve the land for their children and grandchildren and not  
46 have to worry about the undue burden for themselves on their  
47 limited retirement income to pay taxes and keep the property  
48 up and the things that take place. So this not only helps  
49 them keep the property up and keep it free of grass and trees  
50 and things that you might not want, but it also preserves the

1 land for their children at a future date. Most of these  
2 agreements run about twenty years. And I think in almost  
3 every case these have been elderly people who were looking to  
4 preserve their farmland for their children at some point in  
5 the future.

6 CRAIG WOOTEN: Okay. Thank you.

7 GRACIE FLOYD: Another question.

8 TOMMY DUNN: Ms. Floyd.

9 GRACIE FLOYD: Mr. Burriss.

10 BURRISS NELSON: Yes, ma'am.

11 GRACIE FLOYD: Why is it a fee in lieu of?

12 BURRISS NELSON: Well, it becomes manufacturing  
13 because it's generating power just like Duke Energy does. So  
14 it's -- by the South Carolina Department of Commerce, it is  
15 considered a manufacturing operation because it's  
16 manufacturing electricity. It forces it to become a ten and a  
17 half percent manufacturing assessment ratio and puts it in the  
18 manufacturing class. So to be able to get a reasonable  
19 property tax on that particular property and make that cost  
20 analysis work for the sale of power and the investment in all  
21 that equipment, fee in lieu is the pathway to make it work.

22 GRACIE FLOYD: Okay. All right. That sounds good  
23 for the owner, sounds good for the owner's grandchildren, it  
24 sounds really good. But it doesn't do much for the taxpayers.  
25 What do we get out of it?

26 BURRISS NELSON: Well, it turned a farm property  
27 from paying a hundred dollars a year in to one paying eight  
28 thousand dollars a year.

29 GRACIE FLOYD: Through fee in lieu of whether ---

30 BURRISS NELSON: Through fee in lieu; that's right.

31 GRACIE FLOYD: The eight thousand dollars, is this  
32 where the school gets seventy percent of it and the county  
33 gets a little bit, if any, and the fire department gets  
34 millage out of that, too, is that ---

35 BURRISS NELSON: Yes, ma'am. That's correct.

36 GRACIE FLOYD: If I ask you out of the eight  
37 thousand dollars what do I get as a taxpayer with the fee in  
38 lieu of? What do we all get out of it?

39 TOMMY DUNN: You get roughly thirty percent of  
40 eight thousand dollars.

41 GRACIE FLOYD: Wait a minute. I don't know what  
42 thirty percent is. I'm not that math minded.

43 BURRISS NELSON: Nor am I.

44 GRACIE FLOYD: What?

45 CRAIG WOOTEN: Twenty-four hundred.

46 GRACIE FLOYD: Two thousand four hundred dollars.  
47 How much are we giving up for fee in lieu of?

48 BURRISS NELSON: I'd have to go back and calculate  
49 it based on the total investment and the ten and a half  
50 percent assessment ratio. I don't know that right offhand.

1 GRACIE FLOYD: Do y'all know that we need money for  
2 roads? No wonder we don't have any money for roads. We don't  
3 have any money in our budgets to put in roads and stuff.  
4 We've giving it all away. I can't do anything with two  
5 thousand dollars. I need a roof -- gutters and that's going  
6 to cost me seven thousand dollars. Do you think it's going to  
7 cost that much? But the man told me seven thousand dollars  
8 and here these people are getting -- huh? Mr. Dunn won't do  
9 it. But here's somebody with a farm and he's going to get  
10 lieu in fee of tax; in other words he won't pay taxes, but  
11 he'll just get a fee that he has to pay. And out of that fee  
12 all those taxes that he could have paid, I would only get two  
13 thousand. I need a driveway. I just don't see it, y'all.  
14 But yet we're going to put twenty-five dollars on everybody  
15 for a road fee when we're giving money -- we're giving money  
16 to the Tri-County Tech. We're losing money. We're losing  
17 money. Now, I'm not the smartest light bulb on the tree, but  
18 I can shine just as brightly and I am an accounting major and  
19 I know there's something wrong with this. Mr. Dunn, does  
20 anybody understand? It's like a voice crying out in the  
21 wilderness.

22 TOMMY DUNN: I understand where you're coming  
23 from, but I don't think you're seeing the big picture.

24 GRACIE FLOYD: No, I don't see a big picture.

25 TOMMY DUNN: Yes, ma'am.

26 GRACIE FLOYD: I'm seventy-four. My big picture is  
27 getting mighty slim on the other end.

28 TOMMY DUNN: It's paying a hundred dollars in  
29 taxes right now. That's what they're paying. Hundred bucks.  
30 We're going to get twenty-four hundred bucks. And no matter  
31 what that -- whatever we're getting out of that hundred and  
32 something dollars, we're still only getting thirty percent of  
33 it. That thirty percent is thirty percent of whatever. Mr.  
34 Sanders.

35 BRETT SANDERS: Mr. Nelson?

36 BURRISS NELSON: Yes, sir.

37 BRETT SANDERS: Based on this fee in lieu, we're  
38 still getting, what, six percent?

39 BURRISS NELSON: Yes, sir.

40 BRETT SANDERS: So basically what we're doing is  
41 taking the hundred dollar an acre, roughly, a piece of  
42 property ---

43 CINDY WILSON: No, that's total.

44 BRETT SANDERS: Yeah, hundred dollars total, we're  
45 getting thirty bucks of that. Actually going to six percent,  
46 which would be the same thing that someone would pay on a  
47 second home, office building, anything like that. So  
48 basically the problem arises with them classifying a solar  
49 farm as manufacturing power. If it was any other building,  
50 office complex, it would still be the six percent that we're

1 actually getting now; correct?  
2 BURRISS NELSON: That's correct.  
3 GRACIE FLOYD: Mr. -- what's your last name? Mr.  
4 Brett Sanders, you're a likeable man. You're a smart man.  
5 Really, you are. And I enjoy sitting next to you. But when  
6 you talk to me, don't talk to me in percentages. Talk to me  
7 in money. Show me the money. That's what I want to see. I  
8 don't know what thirty percent is. I know what two thousand  
9 four hundred dollars is, and that's nothing. Mr. Chairman, I  
10 thank you so much for allowing me to explode.  
11 TOMMY DUNN: Yes, ma'am. Go ahead.  
12 GRACIE FLOYD: I'm so tired of this fee in lieu of.  
13 Nothing.  
14 TOMMY DUNN: Mr. Sanders.  
15 BRETT SANDERS: If we don't talk any percentages,  
16 we're basically looking at farm land that is going to be six  
17 percent, which will be any other development, full fee that  
18 anyone would be paying. If I went down and built a  
19 Bojangle's, I'm going to pay six percent tax. And that's  
20 basically what's happened here. So we're taking agriculture  
21 land and we're turning it into basically a non-manufacturing  
22 type facility and we're still getting our full amount.  
23 BURRISS NELSON: Mr. Chairman, and Mr. Sanders, if  
24 you'll allow me. This particular property is a half a mile  
25 off of Highway 20 in a very sparsely populated area. The  
26 change for it to be redeveloped for commercial is absolutely  
27 -- well, it's slim and none.  
28 BRETT SANDERS: How long has it been in agriculture;  
29 do you know?  
30 CINDY WILSON: Since the beginning of time.  
31 BURRISS NELSON: Yeah. It's been farmland for  
32 hundreds of years, I would guess. It's very rural. It's just  
33 north of the town of Honea Path. And that landscape hasn't  
34 changed much in the last thirty years according to the tax  
35 map.  
36 BRETT SANDERS: Basically what this will allow us to  
37 do from just looking at it without using percentages is to use  
38 that land or utilize that land as a developed piece of  
39 property that normally wouldn't be developed and the county is  
40 still getting the six percent that we would get if someone  
41 went in there and built a warehouse?  
42 BURRISS NELSON: That's correct.  
43 GRACIE FLOYD: Mr. Chair.  
44 CINDY WILSON: Mr. Chairman.  
45 TOMMY DUNN: We need to have a motion to add  
46 about five more minutes. We're going to run out of town. Do  
47 we have a motion to add five minutes?  
48 JIMMY DAVIS: I make a motion to add five minutes  
49 to discussion.  
50 TOMMY DUNN: Mr. Davis make motion to add five



1 more minutes. Do we have a second?

2 CINDY WILSON: Second.

3 JIMMY DAVIS: Mr. Chair.

4 TOMMY DUNN: Second Ms. Wilson. All in favor of  
5 the motion show of hands. Opposed like sign. We've got five  
6 more minutes. Mr. Davis.

7 JIMMY DAVIS: I think to clarify here is if this  
8 farmer sold it to me. Say I came along and I say that's a  
9 beautiful piece of property and I want to move there and build  
10 my house it's going to go from agriculture -- well, it'll stay  
11 agriculture and I would still pay that hundred dollars a year,  
12 which the county would get thirty dollars. And as long as I  
13 live there the county is going to get thirty dollars per year.  
14 So what we're doing is, we're giving basically a four percent  
15 break from ten to six percent for this group -- four and a  
16 half, okay. So now the county is going to get twenty-four  
17 hundred dollars a year instead of thirty dollars a year on a  
18 piece of property that would normally never get anything but  
19 the thirty dollars a year to the county.

20 BURRISS NELSON: That's correct.

21 GRACIE FLOYD: Mr. Chair.

22 CINDY WILSON: May I, Mr. Chairman?

23 TOMMY DUNN: We'll get Ms. Floyd and then you,  
24 Ms. Wilson.

25 GRACIE FLOYD: But still, look at it this way. We  
26 need roads. We need roads. We have fee in lieu of -- and  
27 statuses that'll go for thirty, forty and sometimes fifty  
28 years. Okay. Will your child get that -- would your child be  
29 able to realize the money that comes in? You already said  
30 that this person here wants to have this land so he can pass  
31 it down to his children and they can pass it down. I would  
32 like to have stuff to pass down to my kids, too. But I can't  
33 get a fee in lieu. Why can't this person do this himself? I  
34 mean this is not an industry that's going to hire people for  
35 jobs and stuff. Why couldn't this person do this himself? If  
36 he wants to have a wind farm out there, go ahead and put one  
37 in. Why must my tax dollars help him do this? Why? Don't  
38 tell me about we're going to get twenty percent. Tell me the  
39 millions or tell me the hundred thousands. Okay. Tell me  
40 that we're going to get enough, four million, with all of  
41 these fee in lieu to put down good roads, to build jail houses  
42 that we don't have, to provide other facilities here in  
43 Anderson that we don't have without raising the tax. That  
44 little woman who lives down there who's on a fixed income,  
45 she's going to have to pay twenty-five dollars for her car so  
46 this man can have him a wind farm out there. It doesn't make  
47 any sense to me.

48 TOMMY DUNN: Ms. Wilson.

49 CINDY WILSON: Thank you, Mr. Chairman. One way to  
50 look at this is once the property is in production there will

1 be relatively little traffic, probably less than if it's a hay  
2 field. Secondly, if Mr. Davis bought that farm and built his  
3 home, he would want to survey out an appropriate amount of  
4 property for his home because you would change the use of that  
5 property from agriculture to residential. So you would carve  
6 that out and you would pay the residential taxes on that  
7 property and then the rest you would keep in agricultural  
8 assessment. So other than, you know, the home being there, it  
9 still would be paying less. Thank you.

10 TOMMY DUNN: Mr. Graham.

11 RAY GRAHAM: Mr. Chairman. Mr. Burriss, what  
12 investment does Anderson County have in this? I mean are we  
13 going to put a road in through there? Are we going to put  
14 sewer in through there?

15 BURRISS NELSON: No, sir.

16 RAY GRAHAM: So we're not investing no money  
17 other than the time that we just wasted the last fifteen,  
18 twenty minutes discussing this?

19 GRACIE FLOYD: I don't think it was ---

20 RAY GRAHAM: This is my floor right now.

21 GRACIE FLOYD: I still don't think it's ---

22 RAY GRAHAM: Basically right now we get thirty  
23 dollars a year on taxes. With an investment that someone else  
24 is giving the county, we're going to start getting twenty-four  
25 hundred dollars a year. Am I correct on that?

26 BURRISS NELSON: Yes, sir.

27 RAY GRAHAM: Plus the money -- that don't count  
28 the money that goes to the fire service in Anderson County;  
29 that don't count the money that goes to the school system in  
30 Anderson County. That's just the money that goes into the  
31 budget for Anderson County.

32 BURRISS NELSON: That's correct.

33 RAY GRAHAM: So really it's over eight thousand  
34 dollars a year that it's going to generate for this investment  
35 for Anderson County other than the times that you guys have  
36 put into it and that we have put into it tonight, we're not  
37 putting no investment in this property?

38 BURRISS NELSON: That's correct.

39 RAY GRAHAM: It's out in the middle of nowhere.

40 It is my district, I believe. Am I right?

41 BURRISS NELSON: Yes, sir.

42 RAY GRAHAM: I support it, and I appreciate your  
43 work.

44 BURRISS NELSON: Thank you, sir.

45 RAY GRAHAM: Thank you, sir.

46 TOMMY DUNN: Have we beat this to death?

47 GRACIE FLOYD: It was a good discussion.

48 TOMMY DUNN: It was. And I'd just like to add my  
49 two cents worth.

50 GRACIE FLOYD: It's good debate.

1 TOMMY DUNN: To me it's what my daddy used to  
2 say, this here is better to get a little bit of something or a  
3 whole lot of nothing. So we're going to get a little bit of  
4 something. All in favor of the motion show of hands. All  
5 opposed? Show the motion carries with Mr. Davis, Mr. Sanders,  
6 Mr. Dunn, Mr. Graham, Mr. Wooten and Ms. Wilson in favor. Ms.  
7 Floyd opposes.

8 Moving on to the next item, be on (e); right? Item 2019-  
9 049, an ordinance authorizing the termination of a Lease  
10 Agreement between Anderson County, South Carolina and Project  
11 Lilac; the conveyance of certain property from Anderson  
12 County, South Carolina to Project Lilac or its designee; the  
13 execution and delivery of an Infrastructure Credit Agreement,  
14 by and between Anderson County, South Carolina and Project  
15 Lilac or its designee, to provide for Special Revenue Credits.  
16 Do we have a motion to put this on the floor?

17 CINDY WILSON: So moved.  
18 RAY GRAHAM: Second.  
19 TOMMY DUNN: Motion Ms. Wilson; second Mr.  
20 Graham. Mr. Nelson.

21 BURRISS NELSON: Mr. Chairman, members of council,  
22 Project Lilac is one of our existing companies, a fairly large  
23 company ---

24 TOMMY DUNN: See, Mr. Burns, somebody does care  
25 about you. Go ahead.

26 GRACIE FLOYD: Which one is this?  
27 TOMMY DUNN: This is (e).  
28 BURRISS NELSON: 8(e). This is first reading of an  
29 ordinance. One of our large companies with a substantial  
30 number of employees, about -- over four hundred employees is  
31 looking to streamline their business model and Lilac is  
32 currently a capital investment somewhere sixty million dollars  
33 and they are up-to-date in their 1999 and 2004 fee agreements.  
34 The company has requested to unwind their fee agreements and  
35 to opt for a multi-county industrial park infrastructure  
36 credit agreement. The project description is that the county  
37 -- the company is in the process of streamlining their  
38 business model. In their business transactions the company  
39 has to -- is seeking to no longer be hampered by having to  
40 explain, because they're in an old lease style fee agreement,  
41 to be hampered by the need of explaining away the county's  
42 ownership when it's a legal fiction. We really don't own  
43 them. And so the other thing is it removes our name out of  
44 the chain of title. There's only one other major company in  
45 the county that is still on the old lease agreement and  
46 they're working to change theirs, as well. But this is in  
47 preparation for hopefully an opportunity for this company to  
48 be able to expand and carry on business -- additional business  
49 activities. There's no promise of that at this time. They're  
50 just trying to get rid of that fee designation in the old

1 lease agreement.

2 This comes to council -- and right now their payroll is  
3 about fourteen million dollars a year. They have well over  
4 four hundred employees with an average pay of about fourteen  
5 dollars an hour. But this comes to council for council's  
6 consideration and comes with a recommendation from staff, as  
7 well as from the Economic Development Advisory Board.

8 TOMMY DUNN: Do we have any comments, questions?  
9 All in favor of the motion show of hands. Opposed like sign.  
10 Show the motion carries unanimously.

11 Moving on to item number 9(a), R2019-038, a resolution  
12 expressing intent to cease county maintenance on and to  
13 authorize county consent to judicial abandonment and closure  
14 of Beehive Boulevard, designated as Anderson County Road C-1-  
15 0372. I believe this is Mr. Davis's district. Do we have a  
16 motion?

17 JIMMY DAVIS: I make a motion we put this on the  
18 floor for discussion.

19 TOMMY DUNN: Motion Mr. Davis; second Ms. Wilson.  
20 Now discussion. Mr. Davis.

21 JIMMY DAVIS: Yes, sir. Thank you, Mr. Chair.  
22 Mr. Hopkins, it seems that everybody -- I guess everybody is  
23 in agreement that this is the best way to go forward with this  
24 property?

25 HOLT HOPKINS: It is. It got developed recently  
26 and the fellow found a new buyer that didn't need the road.  
27 Now they're wanting to get rid of it.

28 JIMMY DAVIS: This is Mr. Cooper's property?

29 HOLT HOPKINS: No, sir. Beeson (phonics).

30 JIMMY DAVIS: Beeson; okay. Thank you.

31 TOMMY DUNN: Anyone else? All in favor of the  
32 motion show of hands. Opposed like sign. Show the motion  
33 carries unanimously. Thank you, Mr. Hopkins.

34 Moving on to item number 9(b), R2019-040, a resolution  
35 committing to negotiate a Fee-in-Lieu of Ad Valorem Taxes  
36 Agreement between Anderson County and Project Santa's Hat;  
37 identifying the Project; and other matters related thereto.  
38 It's the one we just talked about. Do we have a motion to put  
39 this on the floor? Motion Mr. Sanders; second Ms. Wilson.  
40 Now discussion?

41 GRACIE FLOYD: Yes.

42 TOMMY DUNN: Ms. Floyd.

43 GRACIE FLOYD: Mr. Burriss, I don't understand  
44 this. Two minutes ago we were talking about Santa's Hat and  
45 we were talking about the fee in lieu of. Now, is this the  
46 one here that gives us the right to do -- to vote on the fee?

47 BURRISS NELSON: Well, the resolution -- I may not  
48 actually be qualified to answer that question; Mr. Harmon may  
49 be. But this is really an outline of the contract agreement  
50 between the company and us. Is that close enough, Mr. Harmon?

1 LEON HARMON: Yes. This is typically referred to  
2 as an inducement resolution and it goes along hand-in-hand  
3 with the ordinance that the council previously considered.  
4 GRACIE FLOYD: Makes no sense to me. All right. I  
5 don't want to take it out -- I don't want to take it on.  
6 TOMMY DUNN: Any more discussion? All in favor  
7 of the motion show of hands. All opposed.  
8 GRACIE FLOYD: I'm going to abstain.  
9 TOMMY DUNN: Mr. Davis, Mr. Sanders, Mr. Dunn,  
10 Mr. Graham, Mr. Wooten, Ms. Wilson in favor. Ms. Floyd  
11 abstains.  
12 BURRISS NELSON: Thank you so much for your  
13 support, members of council.  
14 TOMMY DUNN: Thank you and your staff.  
15 Moving on to item number 10(a), bid number 19-049 Toxaway  
16 Mill debris pile remediation. Mr. Carroll.  
17 ROBERT CARROLL: Yes, Mr. Chairman. We took bids  
18 for the Toxaway Mill debris pile remediation removal, bid  
19 number 19-049. There were two bids. Staff recommends award  
20 to Belk Company, three hundred eighty thousand seven hundred  
21 dollars.  
22 GRACIE FLOYD: They have done work for --  
23 TOMMY DUNN: Yes, ma'am.  
24 GRACIE FLOYD: May I?  
25 TOMMY DUNN: Yes, ma'am.  
26 GRACIE FLOYD: They have done work for us before;  
27 have they not?  
28 ROBERT CARROLL: Yes, ma'am.  
29 GRACIE FLOYD: What have they done? Do you  
30 remember? Can you think off the top of your head?  
31 ROBERT CARROLL: They've done several projects.  
32 They're working at Whitefield Convenience Center right now.  
33 GRACIE FLOYD: The White what?  
34 ROBERT CARROLL: Whitefield Convenience Center out  
35 near the Jockey Lot. They're doing work at Green Pond. Doing  
36 work at -- they're doing several projects.  
37 GRACIE FLOYD: Okay. Is this ---  
38 ROBERT CARROLL: Here in Anderson.  
39 GRACIE FLOYD: Is this amount that they have given  
40 us in the neighborhood of what they usually give us?  
41 ROBERT CARROLL: Well, I would say yeah. But as  
42 you can see, the only other bid we received was more than  
43 double ---  
44 GRACIE FLOYD: Yes, I see that.  
45 ROBERT CARROLL: --- that.  
46 GRACIE FLOYD: But, you know, we've been talking  
47 about lately that the lowest one doesn't always mean it's the  
48 best one. So that's what I'm trying to determine here. They  
49 have worked with us before.  
50 ROBERT CARROLL: Yes, ma'am.



1 GRACIE FLOYD: And this price they have given us  
2 now is usually in the same neighborhood of what we get from  
3 them in the past?

4 ROBERT CARROLL: I think we're getting a fair  
5 price; yes, ma'am.

6 GRACIE FLOYD: Okay. Good. Good. But that's a  
7 really high price; seven ninety-nine. Thank you.

8 TOMMY DUNN: All in favor of the motion show of  
9 hands. Opposed like sign. Show the motion carries  
10 unanimously.

11 Moving on to item number 11, Implementation of Title VI  
12 requirements related to county boards and commissions. Mr.  
13 Burns or Mr. Harmon, do you want to explain this (mic cutting  
14 out).

15 RUSTY BURNS: Mr. Chairman, during a review by  
16 SCDOT on the composition of our boards and commissions, they  
17 noticed that we probably needed to increase the representation  
18 for minorities, and we have outlined a plan which should be  
19 before you on how to address this. And we would request that  
20 council pass a resolution authorizing us to proceed along  
21 these lines.

22 TOMMY DUNN: Do we have a motion to move this  
23 forward? Motion Ms. Wilson. Have a second? Second Mr.  
24 Davis. Discussion?

25 GRACIE FLOYD: Yes.

26 TOMMY DUNN: Ms. Floyd.

27 GRACIE FLOYD: Mr. Chairman, I looked at this, and  
28 I think that method four is the better method for us rather  
29 than relying heavily on the Clerk to Council. I think that on  
30 method four they are talking about soliciting applications,  
31 doing their group instructions from the general public through  
32 different meetings, community events. The responsible parties  
33 would be the division heads rather than putting it all on just  
34 the Clerk of County (verbatim). Because, you know, like we --  
35 you don't know the people that well to recommend for us. You  
36 don't know the minority people. Usually if there is a  
37 minority on any of our boards and commissions, it's because I  
38 put them there. But I would like for us to be open about  
39 this. The chairmens, the department heads and the public  
40 rather than just the Clerk of Council.

41 TOMMY DUNN: Yes, ma'am. Mr. Burns, will y'all  
42 just report back and let us know.

43 RUSTY BURNS: Yes, sir. But if we could have a  
44 resolution, we'd appreciate it.

45 TOMMY DUNN: Yeah. Anybody got anything?

46 CINDY WILSON: I just wanted to point out, I have a  
47 lot of minorities and I love them. They wonderful on our  
48 county boards. Thank you.

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

1 unanimously.

2 We're going to move on to item number 12. Do we have a  
3 motion to go into executive session on contract matters ---

4 CINDY WILSON: So moved.

5 TOMMY DUNN: --- and legal matters concerning the  
6 right-of-way acquisition of the Welpine Project, contract  
7 matters related to the office in Watson Village Shopping  
8 Center for the sheriff, legal matters concerning Iva sewer,  
9 contractual matters related to former TTI properties, contract  
10 matters related to medical services for the detention center.  
11 Not necessarily in those orders. Ms. Wilson makes a motion to  
12 go into executive session. Do we have a second? Second Mr.  
13 Graham. All in favor of the motion show of hands. All  
14 opposed like sign. Show the motion carries unanimously.

15 **EXECUTIVE SESSION**

16 CINDY WILSON: ... that we come out of executive  
17 session, having received information regarding legal matters  
18 concerning the right-of-way acquisition for Welpine project,  
19 contractual matters related to office in Watson Village  
20 Shopping Center for sheriff, legal matter concerning Iva sewer  
21 service, contractual matters related to former TTI properties,  
22 contractual matter related to medical services for the  
23 detention center. Discussion and no action taken.

24 TOMMY DUNN: Ms. Wilson makes a motion to come  
25 out of executive session.

26 BRETT SANDERS: Second.

27 TOMMY DUNN: Second Mr. Sanders. All in favor of  
28 the motion show of hands. All opposed like sign. Show the  
29 motion carries unanimously.

30 Do we have a motion concerning contractual matters related  
31 to medical services for the detention center?

32 RAY GRAHAM: Thank you, Mr. Chairman. I'd like  
33 to bring this forth in the form of a motion. This is to  
34 approve a contract with Medico Corporation for medical  
35 services for the detention center as discussed in executive  
36 session. I bring forth this in the form of a motion.

37 CINDY WILSON: Second.

38 TOMMY DUNN: Second Ms. Wilson. Any discussion?  
39 All in favor of the motion show of hands. All opposed like  
40 sign. Show the motion carries unanimously.

41 Item number (d) is for information to let us know that  
42 property has closed on the Pickens site.

43 Moving on to item number (c), legal matters concerning the  
44 Iva sewer. Do we have a motion concerning that?

45 BRETT SANDERS: Yes, sir, Mr. Chairman. I'd like to  
46 put in the form of a motion to authorize the county  
47 administrator and the county attorney to proceed with filing  
48 an action against the town of Iva to recover its sewer service  
49 (mic cutting out).

50 TOMMY DUNN: Motion Mr. Sanders. Do I have a



1 second?

2 CINDY WILSON: Second.

3 TOMMY DUNN: Second Ms. Wilson. Any discussion?  
4 All in favor of the motion show of hands. All opposed like  
5 sign. Show the motion carries unanimously.

6 Item (d) contractual matters related to the former TTI  
7 property was for information. You know we sold that.

8 Now do we have a motion concerning the contractual matters  
9 related to the office at Watson Village Shopping Center for  
10 the sheriff's office?

11 GRACIE FLOYD: Mr. Chair, I would like to make a  
12 motion that we approve that lease agreement with the Watson  
13 Village Anderson LLC for the location for the sheriff's office  
14 -- substation sheriff's office within Watson Village Shopping  
15 Center as discussed in executive session.

16 TOMMY DUNN: Have a motion Ms. Floyd; have a  
17 second Mr. Sanders. Any discussion? All in favor of Ms.  
18 Floyd's motion show of hands. All opposed like sign. Show  
19 the motion carries unanimously.

20 Now moving on to item number 12(a), legal matters  
21 concerning the right-of-way acquisition at Welpine Project.

22 RAY GRAHAM: Mr. Chairman?

23 TOMMY DUNN: Mr. Graham.

24 RAY GRAHAM: I bring this in the form of a  
25 motion. This is to authorize the county administrator and  
26 county attorney to proceed with filing condemnation documents  
27 with the Circuit Court for acquisition of sewer line right-of-  
28 way for the Welpine Sewer Project. I bring this in the form  
29 of a motion.

30 TOMMY DUNN: Motion Mr. Graham. Do we have a  
31 second?

32 JIMMY DAVIS: Second.

33 TOMMY DUNN: Second Mr. Davis. Now discussion.  
34 All in favor of the motion show of hands. All opposed like  
35 sign. Show the motion carries with Mr. Davis, Mr. Sanders,  
36 Ms. Floyd, Mr. Dunn, Mr. Graham, Mr. Wooten in favor. Ms.  
37 Wilson opposes.

38 Moving on to item 13, appointments. Did I overlook  
39 anything? Does anybody have any appointments? Hearing and  
40 seeing none.

41 Requests by council members. Mr. Davis, do you have any?

42 JIMMY DAVIS: Yes, Mr. Chair. Thank you very  
43 much. I would like, out of District 6's special projects  
44 fund, I would like to appropriate five hundred dollars to the  
45 Anderson County Genealogical Association. I make that in the  
46 form of a motion.

47 TOMMY DUNN: Mr. Davis makes a motion; second Ms.  
48 Wilson. Any further discussion? All in favor of the motion  
49 show of hands. All opposed like sign. Show the motion  
50 carries unanimously. Do you have anything else, Mr. Davis?

1 JIMMY DAVIS: No, sir.  
2 TOMMY DUNN: Mr. Sanders.  
3 BRETT SANDERS: Yes, sir. I'd also like to put in  
4 the form of a motion to give the amount of three hundred to  
5 Anderson Chapter South Carolina Genealogical Society. And I'd  
6 also like to pair it up and do three hundred, as well, to the  
7 Belton Center of the Arts.  
8 TOMMY DUNN: Have a motion Mr. Sanders. Have a  
9 second?  
10 CINDY WILSON: Second.  
11 TOMMY DUNN: Second Ms. Wilson. Any further  
12 discussion? All in favor of the motion show of hands. All  
13 opposed like sign. Show the motion carries unanimously. Mr.  
14 Sanders, you got anything else? Ms. Floyd?  
15 GRACIE FLOYD: No, I don't have anything tonight.  
16 TOMMY DUNN: Thank you, Ms. Floyd. Mr. Graham.  
17 RAY GRAHAM: Thank you, Mr. Chairman. Mr.  
18 Chairman, I bring this in the form of a motion. I'd like to  
19 do both of them at the same time.  
20 TOMMY DUNN: Yes, sir.  
21 RAY GRAHAM: I'm requesting to allocate money  
22 from my recreation fund for Starr Athletic Association in the  
23 sum of five thousand dollars, for Belton Center of the Arts in  
24 the sum of five hundred dollars. I bring this in the form of  
25 a motion.  
26 TOMMY DUNN: Have a motion Mr. Graham. Do we  
27 have a second?  
28 CINDY WILSON: Second.  
29 TOMMY DUNN: Second Mr. Davis. Any discussion?  
30 All in favor of Mr. Graham's motion show of hands. All  
31 opposed like sign. Show the motion carries unanimously.  
32 Moving on, Mr. Wooten.  
33 CRAIG WOOTEN: Yes. I'd like to put in the form of  
34 a motion, two hundred fifty dollars for the Anderson Chapter  
35 of the South Carolina Genealogical Society.  
36 CINDY WILSON: Second.  
37 TOMMY DUNN: Have a motion and second by Ms.  
38 Wilson. Any further discussion? All in favor of the motion  
39 show of hands. All opposed like sign. Show the motion  
40 carries unanimously. Anything else, Mr. Wooten?  
41 CRAIG WOOTEN: No, sir.  
42 TOMMY DUNN: Ms. Wilson?  
43 CINDY WILSON: Yes, sir, thank you. From District  
44 7's recreation account, I would like to appropriate five  
45 hundred dollars for the Anderson Chapter South Carolina  
46 Genealogical Society and twenty-five hundred dollars for the  
47 town of West Pelzer for their recreational program.  
48 TOMMY DUNN: Have a motion by Ms. Wilson. Have a  
49 second? Second Mr. Sanders. Any further discussion? All in  
50 favor of the motion show of hands. All opposed like sign.

1 Show the motion carries unanimously.

2 From District 5's special account, I'd like to appropriate  
3 eight hundred dollars to the Genealogical Society in Anderson;  
4 put that in the form of a motion.

5 CINDY WILSON: Second.

6 TOMMY DUNN: Second Ms. Wilson. Any further  
7 discussion? All in favor of the motion show of hands. All  
8 opposed like sign. Show the motion carries unanimously.

9 Moving on, if we have no one else, administrator's report.

10 RUSTY BURNS: Nothing at this time, Mr. Chairman.

11 TOMMY DUNN: Now, as Mr. Harmon calls your name,  
12 please state your name and district and address the chair.  
13 You've got three minutes. Mr. Harmon.

14 LEON HARMON: Mr. Chairman, we have one speaker  
15 signed up; Elizabeth Fant.

16 ELIZABETH FANT: Elizabeth Fant, District 3. I  
17 know you can't answer this question back, but number 10, the  
18 Toxaway Mill debris, I wish somebody would explain what  
19 happens when a mill demolishes and leaves all the junk behind.  
20 Are the owners responsible for that when we do clean-up? Are  
21 they responsible for that or do they relinquish the property  
22 to us, or how that works.

23 I'm glad to see just about everybody giving some money to  
24 the Genealogical Association in Anderson. It's a real  
25 historical group of people. Lots of people are interested in  
26 their family history now; whereas for years they probably  
27 weren't. But the library that they have on Federal Street,  
28 which is part of the Fine Arts Center, one corner of that, is  
29 just unbelievable the amount of history that is collected  
30 there. They have their meetings usually the first Monday of  
31 the month. Sometimes that changes. And you can join or you  
32 can just come to a meeting and listen to the speakers. We've  
33 had some real good speakers and tours in the last year. So  
34 I'm glad that you all donated to that cause.

35 Last night Ms. Floyd had her road fee meeting. I think  
36 I've only missed one of those meetings. And I tell you, it  
37 was the best one that I had been to. Ms. Floyd, I applaud you  
38 for actually wanting to listen to the constituents. Ms. Rita  
39 Davis did her little PowerPoint presentation and she added a  
40 couple of things this time. And Ms. Floyd truly asked for  
41 questions and comments from the floor, and I think she got  
42 more honest answers than most any of the other arrangements  
43 that I've been to.

44 Now I'm going to run out of time. I was kind of for the  
45 road fee thing until last night. And I've about changed my  
46 mind. I think that you as council need to find money that's  
47 already in the general fund and you, as council members, need  
48 to get on the bandwagon and get the legislative delegation to  
49 give us back the money that they basically have stolen from  
50 Anderson County. And I don't believe it's time to go asking

1 senior citizens, even though I'm one and I would be exempt  
2 under your new arrangement, it's just not the right time.  
3 Duke Power has made tremendous increases. Food prices have  
4 increased. Our seniors can't afford to pay for the medicine,  
5 many of them, that are required to keep them in decent living  
6 conditions. And I think the roads need a lot of work.

7 LEON HARMON: Time, Mr. Chairman.

8 TOMMY DUNN: Thank you, Mr. Harmon. Anyone else?

9 LEON HARMON: No one else is signed up.

10 TOMMY DUNN: Thank you.

11 Moving on to council comments. Mr. Davis.

12 JIMMY DAVIS: Thank you, Mr. Chair. I just want  
13 to say I look forward to tomorrow and meeting our fellow  
14 upstate councilmen and councilwomen. And I just want to give  
15 a big shout-out to all the wonderful work that our sheriff's  
16 department has done in the little place called Piedmont,  
17 because they are really busting some heads down there. We've  
18 seen a lot of good things going on. Thank you.

19 TOMMY DUNN: Thank you. Mr. Sanders?

20 BRETT SANDERS: I want everyone to remember Ms.  
21 Croegaert. I think her grandmother passed away. Her aunt.  
22 And she showed up tonight and worked hard. And want to thank  
23 her and acknowledge her.

24 TOMMY DUNN: Thank you, Mr. Sanders. Ms. Floyd?

25 GRACIE FLOYD: Yes. I think we are in a time that  
26 some of us don't even know that we're there. There are a lot  
27 of things going on now. There's not a threat of war, but  
28 there's a threat of a concern overseas. And we have our own  
29 with prices going up quickly, fast. I was told if you're  
30 going to shop for Christmas, you'd better go ahead and get  
31 started before the prices go way up. Food prices are going  
32 up, too. My colleagues, I honestly believe that we have  
33 money, but I believe we are giving away too much of the money  
34 that we have.

35 Just like one of the council members came up with the idea  
36 about the aprons, how much money we were spending on the  
37 aprons and we stopped doing that. I think you ought to listen  
38 to someone else other than just one council members. I bet  
39 you if each one of us sat down together, we could come up with  
40 a way to save. Tri-County Tech cannot be given land down  
41 there at the airport. It looks nice. But when you have to  
42 put in a vote to raise people's thing so they can -- we can  
43 pave the roads, there's something wrong. You have schools  
44 that's taking all of the fee in lieu of taxes. Every dime of  
45 it. Well, seventy percent of it; I'll be correct. They're  
46 taking seventy percent of it. Okay. Nobody says they've got  
47 to have the whole thing. We can split it, especially at this  
48 time when they have money. They've got that one percent tax.  
49 They've build schools galore. Some big ole two and three  
50 story schools have three hundred people in them; three hundred



1 kids. Okay.

2 We have -- we're giving away too much. It's time for us  
3 to say, okay everybody, we helped you when you need it, now  
4 you have to help us, and we need it. All right. We can then  
5 raise our taxes, road fees, up to ten dollars a car; ten  
6 dollars a car, along with the money that we save. But if  
7 we're going to run out here and we're going to -- let's just  
8 let everybody pay twenty-five -- I wonder where that idea came  
9 from? Who started that? I came to county council one day and  
10 somebody was talking about raising car taxes. Whose idea that  
11 that? Who's going to own up to it? Nobody? Okay. I didn't  
12 do it. I didn't do it. I don't think it's a good idea. I  
13 don't think it's a good idea.

14 It's been a long meeting tonight. I have been anxious  
15 tonight because I know in my heart what we're about to do is  
16 wrong. It's wrong. Now, I know we have a sense of going  
17 along to get along on council. I'll never do that. I will  
18 always go on what's best for the whole of the taxpayer. I'm  
19 through, Mr. Councilman, I know you ...

20 TOMMY DUNN: Mr. Graham.

21 RAY GRAHAM: Thank you, Mr. Chairman. I just  
22 want to -- I know the town of Belton community got some bad  
23 news last week as far as with Sapa, old Wells Aluminum,  
24 closing, losing quite a bit of employees down in that area.  
25 And I've been a part of that community for years. I grew up  
26 down there and a lot of the employees are kind of going  
27 through some hard times right now trying to determine what's  
28 going to take place. I think some of their days, around early  
29 November, early December, is when it looks like it's going to  
30 actually take place. But definitely want to commend Rusty and  
31 Burriss Nelson, the Economic Development Group, for jumping in  
32 and trying to help get some of these employees placed. I know  
33 it's still early in the game, but I've had a lot of people,  
34 I've kind of let them know that was going on and they're  
35 definitely appreciative of it.

36 You know, until you're up against a situation where you  
37 don't have means to support your family, some of these guys,  
38 and it's guys I went to school with and have known all my  
39 life, has literally worked there since we got out of school  
40 and all of a sudden they're looking at being out of a job for  
41 the first time in their adult lives. We don't see a whole lot  
42 of that this day and time. Our county has been so fortunate.  
43 But still, it's definitely some trying times for them guys.  
44 Definitely going to continue keeping them all in our prayers.  
45 And again, I can't thank economic development and our staff  
46 enough for the hands that they're reaching out and hopefully  
47 be able to benefit some of these individuals. Thank you.

48 TOMMY DUNN: Thank you. Mr. Wooten.

49 CRAIG WOOTEN: Yes. Two quick things. I was happy  
50 to help the Genealogical Society. I think they do some

1 wonderful work down there. I try to be an amateur genealogist  
2 and actually found out the first Wooten in my family came to  
3 Anderson in 1840 from Spartanburg. It got too rough up there  
4 so we had to come this way. But that's really cool what they  
5 do down there.

6 The other thing I wanted to mention just really briefly.  
7 I went to *Into These Woods*, the play that the city held Sunday  
8 night, and it was a wonderful production. I think what was  
9 really nice about it, it was a beautiful night out. It was  
10 free. People just came out and sat together. There seemed to  
11 be a few hundred people there. And what struck me as just  
12 heartwarming was it was just people from the community.  
13 People wanted to come out and sit together and watch something  
14 together in an age of the front porch going away and in an age  
15 of so much division, I thought it was a very positive thing  
16 that our city did and the community and it worked out well.  
17 That's it.

18 TOMMY DUNN: Thank you. Ms. Wilson.

19 CINDY WILSON: Thank you. It's hard to believe  
20 that genealogy is a great tourism draw for our county. Two  
21 years ago T. Boone Pickens came from Texas to Clemson and this  
22 area to check his ancestors out. The Pickens family is an old  
23 family here. And he passed away last week. That was really  
24 sad.

25 The Hydro situation, an employee called earlier last week  
26 and Burriss and Terry and Rusty got right on it. The good  
27 news, in spite of that bad news, they believe that those  
28 employees will each get better jobs paying more money. So  
29 that's really very heartening. And isn't it great to be part  
30 of a county that works so hard to help its citizens out and  
31 keep our citizens informed. Thank y'all.

32 TOMMY DUNN: Thank you. I'd like to thank my  
33 fellow council members for the hard work they're doing, and  
34 especially on the town hall meetings they're having and  
35 community meetings. I think there's been roughly around  
36 fourteen. I think there's four or five more scheduled, and be  
37 some more. I don't think nobody that I've talked to mind is  
38 made up. But it's a fact-finding thing and getting out.

39 One think county council has to do is go out and get  
40 things done and solve problems. We can't pass the buck. It  
41 stops here. And I've said at every one of the meetings, and  
42 I've made all the meetings, and I intend to make the rest of  
43 them. But we've got to do something for our roads. And this  
44 is a thing that's been talked about since the beginning of  
45 June, I think, we said we would talk about this and have these  
46 things up. And that's where we're at and listening to people.  
47 I've been to all of them. We've had some very good meetings,  
48 some not so good as far as turnout, but some decent. Had a  
49 lot of ideas and talked to people and got the information out  
50 and hope to have a lot more information for people coming out.

1 But one thing I do want to say, you know, we've got a good  
2 delegation. They've worked with us over the years and things.  
3 But at the same time, it's very easy for people to pass the  
4 buck; do this, do that. The delegation is elected officials.  
5 They've not going to -- they listen to the citizens out there  
6 before they're going to listen to us. Believe you me, I don't  
7 know how many resolutions we've sent to Columbia, how many  
8 private conversations I've had with delegation members. Even  
9 tried to get one or two cents of the gas tax to stay at home,  
10 but it's not. They listen to the people out there. I hope  
11 all of you will be able to make the Tri-County meeting  
12 tomorrow in Pickens and Oconee County and Anderson County at  
13 Bleckley. Look forward to getting that input. We've had two  
14 meetings so far. I think we've been to Oconee and been to  
15 Greenville. Or Pickens. Sorry, been to Pickens and Oconee.  
16 Pickens and Greenville and had some good meetings.

17 I appreciate everybody's hard work and look forward to  
18 continue working.

19  
20 **(MEETING ADJOURNED AT 8:45 P.M.)**



**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 T&S BRASS AND BRONZE WORKS, INC.**

**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 that 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.

**DONE** in meeting duly assembled this 1st day of October, 2019.

**ATTEST:**

**FOR ANDERSON COUNTY:**

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

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

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

**APPROVED AS TO FORM:**

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

First Reading: \_\_\_\_\_, 2019  
Second Reading: \_\_\_\_\_, 2019  
Third Reading: \_\_\_\_\_, 2019  
Public Hearing: \_\_\_\_\_, 2019

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

24 acres, more or less, located at 2 Saddleback Cove, Travelers Rest, SC, 29690, Tax Map Numbers 0486000103905 and 0486000103907, as further described in the deeds bellow.

ALL that certain piece, parcel or tract of land, together with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, Town of Travelers Rest, on the western side of Old Buncombe Road, containing 12.79 acres, more or less, being shown and designated on plat entitled "As-Built Survey for G.I.T., Inc." dated November 21, 1988, prepared by Carolina Engineering and Surveying, Inc., recorded in the RMC Office for Greenville County, S. C. in Plat Book 16-L, at Pages 41 and 42, and having, according to said plat, the following courses and distances:

*13 - 366 - 486 - 1 - 39.5*

BEGINNING at a point on the western right-of-way of Old Buncombe Road, at the joint front corner of the premises herein described and property now or formerly of Demyan, and running thence with the said right-of-way of Old Buncombe Road, the following courses and distances: S. 2-32 E. 201.96 feet to a point; thence S. 04-17 E. 122.77 feet to a point on the right-of-way of Saddleback Cove; thence with the right-of-way of Saddleback Cove, the following courses and distances: S. 32-57 W. 39.84 feet to a point; thence S. 70-24 W. 261.63 feet to a point; thence S. 80-17 W. 88.93 feet to a point; thence N. 80-49 W. 88.45 feet to a point; thence N. 70-39 W. 634.14 feet to a point at the corner of property now or formerly of Frank L. Outlaw, II; thence with the line of property now or formerly of Outlaw, N. 19-10 E. 659.84 feet to a point at the corner of property now or formerly of Brashier; thence with the line of property now or formerly of Brashier, the following courses and distances: S. 63-57 E. 110.9 feet to a point; thence S. 26-12 W. 4.99 feet to a point; thence S. 63-58 E. 30.01 feet to a point; thence N. 26-02 E. 5.04 feet to a point; thence S. 63-58 E. 419.76 feet to a point at the corner of property now or formerly of Demyan; thence with the line of property now or formerly of Demyan, S. 65-01 E. 334.18 feet to the point of beginning.

This conveyance is subject to all restrictions, set-back lines, roadways, zoning ordinances, easements, and rights-of-way, if any, affecting the above described property.

This is the identical property conveyed to the Grantor herein by deed of T & S Brass and Bronze Works, Inc., dated November 13, 1978, and recorded in the RMC Office for Greenville County, S. C. in Deed book 1092, at Page 182.



All that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina located on Saddleback Cove, being shown as a tract of land containing 11.78 Acres, according to a plat of survey prepared by Plumbee Surveying, dated March 8, 2007 and entitled "**Boundary Survey for T & S Brass and Bronze Works, Inc.**" said plat of survey being recorded in the Register of Deeds Office for Greenville County in Plat Book ~~1034~~ at Page ~~654~~, reference being made to this recorded plat for a more complete description by metes and bounds.

*MLP*

This is the same property conveyed to the Grantor by the Deed of Frank L. Outlaw, II, recorded in the RMC Office for Greenville County in Deed Book 1382 at Page 891 on December 19, 1989. This conveyance is made subject to all easements, restrictions, covenants and such other matters of public record or actually existing on the above described premises.

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances, setback lines, and restrictions or protective covenants that appear of record or on the recorded plats or on the premises.

TMS # 486-1-39.7

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s) heirs or successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s) heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s) heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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, September 17, 2019 and October 1, 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



**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 1<sup>st</sup> day of October, 2019.

**ATTEST:**

**FOR ANDERSON COUNTY:**

---

Rusty Burns  
Anderson County Administrator

---

Tommy Dunn, Chairman  
Anderson County Council

---

Lacey Croegaert  
Clerk to Anderson County Council

**APPROVED AS TO FORM:**

---

Leon C. Harmon  
Anderson County Attorney

First Reading: September 3, 2019  
Second Reading: September 17, 2019  
Third Reading: October 1, 2019  
Public Hearing: October 1, 2019



**STATE OF SOUTH CAROLINA**

**COUNTY OF ANDERSON**

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of September 3, 2019, September 17, 2019; and October 1, 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

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**FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT**

Between

**ANDERSON COUNTY, SOUTH CAROLINA**

and

**1998 AUGUSTUS PARTNERS, L.P.**

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Dated as of October 1, 2019

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## SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

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

Company Name:	1998 Augustus Partners, L.P.	Project Code Name:	Project Augustus
Projected Investment:	\$10,065,000	Projected Jobs:	N/A
Location (street):	TBD	Tax Map No.:	2180001001
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:_____	October 1, 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 October 1, 2019 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the "*County*"), a body politic and corporate and a political subdivision of the State of South Carolina (the "*State*"), acting by and through the Anderson County Council (the "*County Council*") as the governing body of the County, and Augustus Partners, L.P., a limited partnership 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 October 1, 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 1998 Augustus Partners, L.P., a limited partnership, 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 29<sup>th</sup> year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 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. The County hereby acknowledges and agrees that the Land, as of the original execution and delivery of this Fee Agreement, is located within the MCIP established pursuant to the MCIP 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, or will be prior to commercial activities, 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 (120<sup>th</sup>) 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 (120<sup>th</sup>) 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 following the commencement of commercial activities by one or more tenants therein, 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:

1998 Augustus Partners, L.P.  
c/o Rooker Properties, LLC  
Attn: Murray Reavis  
445 Bishop St. NW, Suite 200  
Atlanta, Georgia 30318

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.

**ANDERSON COUNTY, SOUTH CAROLINA**

(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]*

**1998 AUGUSTUS PARTNERS, L.P.**

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

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



## **EXHIBIT A**

### **DESCRIPTION OF LAND**

All that certain piece, parcel or tract of land, lying, situate and being in the State of South Carolina, County of Anderson, shown and designated as having 31.284 acres, more or less, on a survey entitled "Boundary Survey for Pelzer Pointe, dated April 15, 2019, by Tru-Line Surveying Co., Inc., and having the following metes and bounds to wit:

Beginning at a point near the center of South Carolina Highway No. 8, being common corner with property now or formerly of Steven Donald Ademek, said point further being 180 feet northwest, more or less from the centerline intersection of Auction Drive; thence running with the center of South Carolina Highway No. 8 the following two (2) courses and distances: 1) N 60°10'56" W for 278.03 feet to a point, thence 2) N 64°14'11" W 86.94 feet to a point; thence, turning and leaving South Carolina Highway No. 8, and running with the easterly and northerly lines of DG, Pelzer, LLC, now or formerly, the following three (3) courses and distances: 1) N 21°14'50" E for 273.40 feet to a found 1/2" rebar, 2) N 66°51'20" W for 441.86 feet to a 5/8" rebar set, 3) S 88°15'22" W, passing through a found 1/2" rebar at a distance of 33.09 feet, for a total of 59.81 feet to a nail and cap found in White Plains Road; thence, turning and leaving White Plains Road, and running with the easterly line of Dianne S. Durham, now or formerly, N 16°48'53" E for 895.96 feet to 3/8" rebar found on the southerly right of way for U.S. Interstate Highway 85; thence, turning and running with said southerly right of way, N 60°39'25" E for 215.55 feet to a 5/8" rebar set; thence leaving said southerly right of way for U. S. Interstate Highway 85 with a new line, N 73°38'29" E for 676.26 feet to a found 1/2" rebar bent, being common corner with Jeff Martin Auctioneers of S. C. Inc., now or formerly; thence, turning and running with the westerly line of Jeff Martin Auctioneers Inc., S 26°30'36" E for 621.77 feet to a found 2" square tube, situated on the northerly right of way for Auction Drive; thence turning and running with said northerly right of way for Auction Drive S 23°42'57" W for 799.22 feet to a 5/8" rebar set at the northeasterly corner of property of Gary Brandon Bennett, now or formerly; thence, turning and running with the lines of Bennett, the following three (3) courses and distances: 1) N 66°13'20" W for 259.63 feet to a found 1/2" solid rod, 2) S 21°34'30" W for 326.17 feet to a set 5/8" rebar, thence 3) S 57°59'19" E for 100.12 feet to a found 3/4" open top pipe, being common corner with Steven Donald Ademek; thence, with the westerly line of Steven Donald Ademek, S 23°12'37" W, passing through a found 1" open top at a distance of 210.21 feet, for a total distance of 235.71 feet to the Point of Beginning. Having an area of 1,362,731 square feet, or 31.284 acres, more or less.

**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\_\_.

1998 Augustus Partners, L.P.

\_\_\_\_\_  
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 1<sup>st</sup> day of October, 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

1<sup>st</sup> Reading: September 3, 2019

2<sup>nd</sup> Reading: September 17, 2019

3<sup>rd</sup> Reading: October 1, 2019

Public Hearing: October 1, 2019

**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 1<sup>st</sup> day of October, 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

1<sup>st</sup> Reading: September 3, 2019

2<sup>nd</sup> Reading: September 17, 2019

3<sup>rd</sup> Reading: October 1, 2019

Public Hearing: October 1, 2019

**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

1<sup>st</sup> Reading: September 17, 2019

2<sup>nd</sup> Reading: \_\_\_\_\_

3<sup>rd</sup> 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.

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF ANDERSON         )

ORDINANCE NO. 2019-040

AN ORDINANCE (1) AUTHORIZING PURSUANT TO TITLE 4 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, INCLUDING SECTIONS 4-1-170, 4-1-175, AND 4-29-68 THEREOF, AND ARTICLE VIII, SECTION 13 OF THE SOUTH CAROLINA CONSTITUTION THE, EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT, BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, AND 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.

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

WHEREAS, [PROJECT SWAN], a [STATE ENTITY] [formerly identified by the County as Project Swan] (“**Company**”), is planning an investment consisting of the expenditure of approximately \$4,195,000 (“**Investment**”) to acquire by construction, lease, and purchase certain land, buildings, furnishings, fixtures, and equipment for the purpose of establishing a manufacturing facility in the County and expects to create 115 new, full-time jobs in the County (collectively, “**Project**”); and

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

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

WHEREAS, in connection with the Project, the Company has requested the County to enter into an incentives agreement, to the extent and subject to the conditions provided in that agreement, to establish the commitments of (i) the Company to make the Investment and (ii) the County to provide certain special



source revenue or infrastructure credits against certain Fee Payments made in connection with the Project; and

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

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: September 17, 2019

Second reading:

Public hearing:

Third reading:

**EXHIBIT A**

**Property Description**

[INSERT LEGAL DESCRIPTION]

**EXHIBIT B**

**Infrastructure Credit Agreement**

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**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**

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## INFRASTRUCTURE CREDIT AGREEMENT

THIS INFRASTRUCTURE CREDIT AGREEMENT (“**Agreement**”) is made and entered into as of November 5, 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><b>Years</b></u>	<u><b>Applicable Percentage</b></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: Parker Poe Adams & Bernstein LLP  
(which shall not Attn: Madison Felder  
constitute notice) 110 East Court Street, Suite 200  
Greenville, South Carolina 29601

**Section 4.2. Binding Effect.** This Agreement is binding, in accordance with its terms, upon and inures to the benefit of the Company and its respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

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

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

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Tommy Dunn, Chairman  
Anderson County Council

**ATTEST:**

---

Lacey Croegaert  
Anderson County Clerk to Council

*[Signature Page 1 to Infrastructure Credit Agreement]*

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

[PROJECT SWAN]

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

Its:\_\_\_\_\_

*[Signature Page 2 to Infrastructure Credit Agreement]*



**EXHIBIT A**

Project Site

[INSERT LEGAL DESCRIPTION]

**EXHIBIT B**

**JOINDER AGREEMENT**

Reference is hereby made to that certain Infrastructure Credit Agreement effective November 5, 2019 (“**Infrastructure Credit Agreement**”), between Anderson County, South Carolina (“**County**”) and [PROJECT SWAN] (the “**Company**”).

**1. Joinder to Infrastructure Credit Agreement.**

The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Infrastructure Credit Agreement except the following: \_\_\_\_\_; (b) acknowledges and agrees that (i) in accordance with the Infrastructure Credit Agreement, the undersigned has been designated as a Project Affiliate by the Company for purposes of the Project; and (ii) the undersigned shall have all of the rights and obligations of a Project Affiliate as set forth in the Infrastructure Credit Agreement, unless otherwise set forth herein.

**2. Capitalized Terms.**

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Infrastructure Credit Agreement.

**3. Governing Law.**

This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

**4. Notice.**

Notices under Section 4.1 of the Infrastructure Credit 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: \_\_\_\_\_

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

Its: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

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

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

Its: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT C**

**INVESTMENT CERTIFICATION**

Reference is made to the Infrastructure Credit Agreement, dated as of November 5, 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: September 17, 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

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 September 17, 2019, \_\_\_\_\_, and \_\_\_\_\_, 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:**

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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:      September 17, 2019  
Second Reading:  
Public Hearing:  
Third Reading:

**EXHIBIT A**  
**FORM OF FEE AGREEMENT**

~#4826-6206-5815 v.1~

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**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 **

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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
<b>Sponsor Name</b>	<b>Santa's Hat Solar, LLC</b>	
<b>Project Location</b>		
<b>Tax Map No.</b>		
<b>FILOT</b>		
• 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	
<b>Multicounty Park</b>	Anderson - Greenville	
<b>Infrastructure Credit</b>		
• 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	
<b>Other information</b>		

**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. [REDACTED], dated [REDACTED] 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 39<sup>th</sup> 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 Kluiters  
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.



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ANDERSON )

**ORDINANCE NO. 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 SOURCE REVENUE CREDITS; AND OTHER RELATED MATTERS.**

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through its County Council (the "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 the Infrastructure Credit Agreement (defined herein)) 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 personal property comprising the Project are currently located in a multicounty business park (the "Park") [ENTER PARK INFORMATION] 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").

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

---

Lacey Croegaert  
Anderson County Clerk to Council

**APPROVED AS TO FORM:**

---

Leon C. Harmon  
Anderson County Attorney

First Reading: September 17, 2019  
Second Reading:  
Third Reading:  
Public Hearing:

**FOR ANDERSON COUNTY:**

---

Tommy Dunn, Chairman  
Anderson County Council

**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]*





## **Attachment A**

### Legal Description

STATE OF SOUTH CAROLINA        )  
  )  
COUNTY OF ANDERSON            )        **BILL OF SALE**

THIS BILL OF SALE (the “Bill of Sale”) is given as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), to [Project Lilac], a corporation duly organized under the laws of the State of South Carolina (the “Company”).

**RECITALS:**

On December 15, 1999, the Company and the County entered into a fee-in-lieu of taxes arrangement pursuant to Title 4, Chapter 12 of the South Carolina Code of Laws, as amended (the “Code”). In connection therewith, the County and the Company entered a Lease Agreement (the “1999 Lease Agreement”) and the Company transferred to the County its Project in the County (as defined in the 1999 Lease Agreement), consisting, in relevant part, of real and personal property (the “Property”), pursuant to which the County leased the Project to the Company and which 1999 Lease Agreement provides for fee-in-lieu of taxes treatment for the Project (as defined in the 1999 Lease Agreement).

The Company and the County having agreed to enter into a new arrangement, have agreed to terminate the 1999 Lease Agreement and the Company has exercised its option pursuant to the 1999 Lease Agreement to purchase the Project from the County.

Pursuant to an ordinance enacted on \_\_\_\_\_, 2019 (the “Ordinance”), the County Council of Anderson County, South Carolina authorized the termination of the 1999 Lease Agreement and the above-described reconveyance of title to the Project to the Company.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the County does hereby grant, bargain, sell, transfer, and convey to the Company all of the property and assets held by it whether real or personal, in connection with the 1999 Lease Agreement, including all machinery, equipment, fixtures, goods, furniture and office equipment and other personal property now or hereafter located on or acquired in connection with the construction of improvements on the land described on Exhibit A which would be subject to South Carolina property taxes but for the 1999 Lease Agreement, including but not limited to, the property described on Exhibit A-1 attached hereto, together with any and all additions, accessions, replacements and substitutions thereto or therefor.

The County represents and warrants that it is the true and lawful owner of the property described herein; that it has full power, right and lawful authority to execute and deliver this Bill of Sale; and that it will forever warrant and defend the foregoing title to such property.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of the date first above written.

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, and 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 A**

1999 Lease Agreement

[attached]



**EXHIBIT B**

Description of Land

[to be entered]

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

Applicant:	Matt Thrasher
Current Owner:	Hudgens Street Properties
Property Address:	Garrison Road
Precinct:	Five Forks
Council District:	4
TMS #(s):	066-00-11-017 and 066-00-11-005
Acreage:	+/- 49.44
Current Zoning:	R-20 (Single-Family Residential)
Requested Zoning:	R-A (Residential-Agriculture)
Surrounding Zoning:	North: R-20/R-A South: R-20 East: R-A West: R-20
Evaluation:	<p>This request is to rezone the parcel of property described above from R-20 (Single-Family Residential) to R-A (Residential-Agriculture). The applicant's stated purpose is to use the property as residential/agriculture.</p> <p>The residential agricultural district provides for a full range of agricultural activities. This district also provides for spacious residential development for those who choose this environment and prevents untimely scattering of denser urban uses that should be confined to areas planned for efficient extension of public services</p> <p>Residential and agricultural uses are adjacent to the subject parcel. The Future Land Use Map in the County's Comprehensive Plan (2016) identifies the area as agriculture and residential.</p>
Public Outreach:	<p>Staff hereby certifies that the required public notification actions have been completed, as follows:</p> <ul style="list-style-type: none"><li>- August 21: Rezoning notification signs posted on subject property;</li></ul>

- August 23: Rezoning notification postcards sent to 124 property owners within 2,000' of the subject property;
- August 24: Planning Commission public hearing advertisement published in the *Anderson Independent-Mail*.

Public Feedback: To date, staff has received fourteen phone calls for more information.

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

Planning Commission Recommendation: The Anderson County Planning Commission met on September 10, 2019 and after a duly noted public hearing recommended **approval** of a request to rezone from R-20 to R-A. The vote was **5** in favor, **0** opposed, and **2** absent.



# Rezoning Request Recommendation

September 10, 2019  
Date of Planning Commission Meeting

Approve  
Recommendation (Approval or Denial)

## Project Information

Name of Applicant: Matt Thrasher  
Property Location: Garrison Road  
County Council District: 4 School District: 4  
Total Acreage: +/- 49.44 Current Land Use: undeveloped / farm  
Current Zoning: R-20 Requested Zoning: R-A  
Purpose of Rezoning: "Residential agriculture"

## Recommendation

Recommendation Rendered: Approve

Reason(s) for Denial, if applicable:

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

Explanation of Reasons: \_\_\_\_\_

Planning Commission Presiding Chairman: David Corrao  
Signature: [Signature] Date: 9-10-19

Page 1 of 1

For Office Use Only:

Scheduled Commission Public Hearing Date: 9-10-19 Planning Commission Recommendation: Approval  
Scheduled Council Public Hearing Date: 10-1-19 County Council Decision: \_\_\_\_\_



## Rezoning Application

### Anderson County Planning & Community Development

Date of Submission

Approved/Denied

#### Applicant's Information

Applicant Name: Hudgens Street Properties  
Mailing Address: PO Box 5829 Anderson SC 29623  
Telephone: 864-375-9792  
Email: mthrasher@skinshotdogs.com

#### Owner's Information

*(If Different from Applicant)*

Owner Name: Matthew Thrasher (partner)  
Mailing Address: \_\_\_\_\_  
Telephone: 864-940-4943  
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:

**Matthew Thrasher** Digitally signed by Matthew Thrasher  
Date: 2019.07.27 12:54:08 -04'00'

7/27/19

Owner's Signature

Date

#### Project Information

Property Location: Garrison Road  
Parcel Number(s)/TMS: 660011017 & 660011005  
County Council District: 4 School District: 4  
Total Acreage: 45 acres Current Land Use: \_\_\_\_\_  
Requested Zoning: RA Current Zoning: \_\_\_\_\_  
Purpose of Rezoning: Residential agriculture



Are there any Private Covenants or Deed Restrictions on the

☒ Yes

☐ No

Property? If you indicated no, your signature is required.

Matthew Thrasher

Digitally signed by Matthew Thrasher  
Date: 2019.07.27 12:52:44 -04'00'

7/27/19

Applicant's Signature

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: SEARCHED FOR COVENANTS BUT COULD  
NOT FIND IN DEED RECORDS

**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.

Matthew Thrasher

Digitally signed by Matthew Thrasher  
Date: 2019.07.27 12:52:05 -04'00'

7/27/19

Applicant's Signature

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: \_\_\_\_\_

Complete Submission Date: \_\_\_\_\_

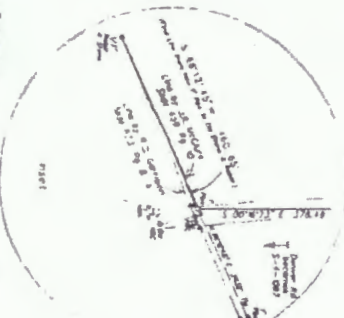
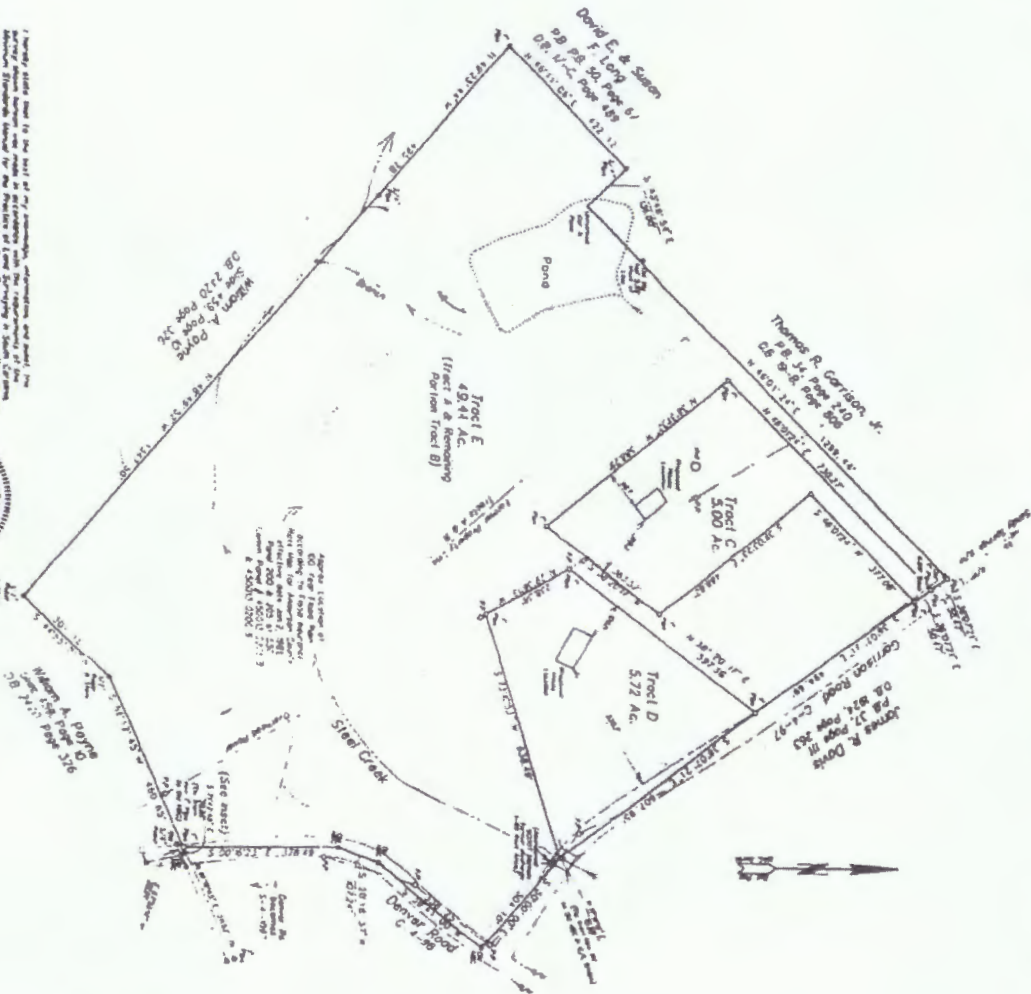
Commission Public Hearing: \_\_\_\_\_

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

John E. Smith  
12-15-91

LEGEND  
The following symbols are used on this map to indicate the location of the various features shown:  
1. The location of the various features shown.  
2. The location of the various features shown.  
3. The location of the various features shown.

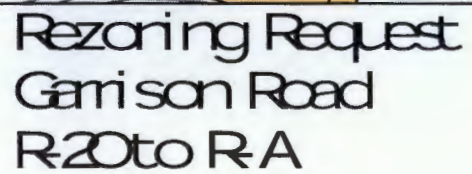
This survey is subject to the right of any easement, right-of-way, or other interest in the land shown on this map. The survey is also subject to the right of any easement, right-of-way, or other interest in the land shown on this map. The survey is also subject to the right of any easement, right-of-way, or other interest in the land shown on this map.



References: 006-01-000, 006-01-017  
Map Book 50, Page 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

State of South Carolina  
County of Anderson  
Prepared for:  
John M. & Martha E. Thomas  
Robert Wayne & Rebecca T. Hersh  
Farmer & Simpson Engineers  
121 Anderson Avenue  
Anderson, SC 29621  
Tel 616-220-0860  
Fax 616-220-0860  
Scale 1"=200'  
Date 11/1/91





A horizontal number line with tick marks at 0, 1,000, 2,000, and 4,000 Feet.





**Rezoning Request**  
**Garrison Road**  
**R-20 to R-A**

0 500 1,000 2,000 Feet



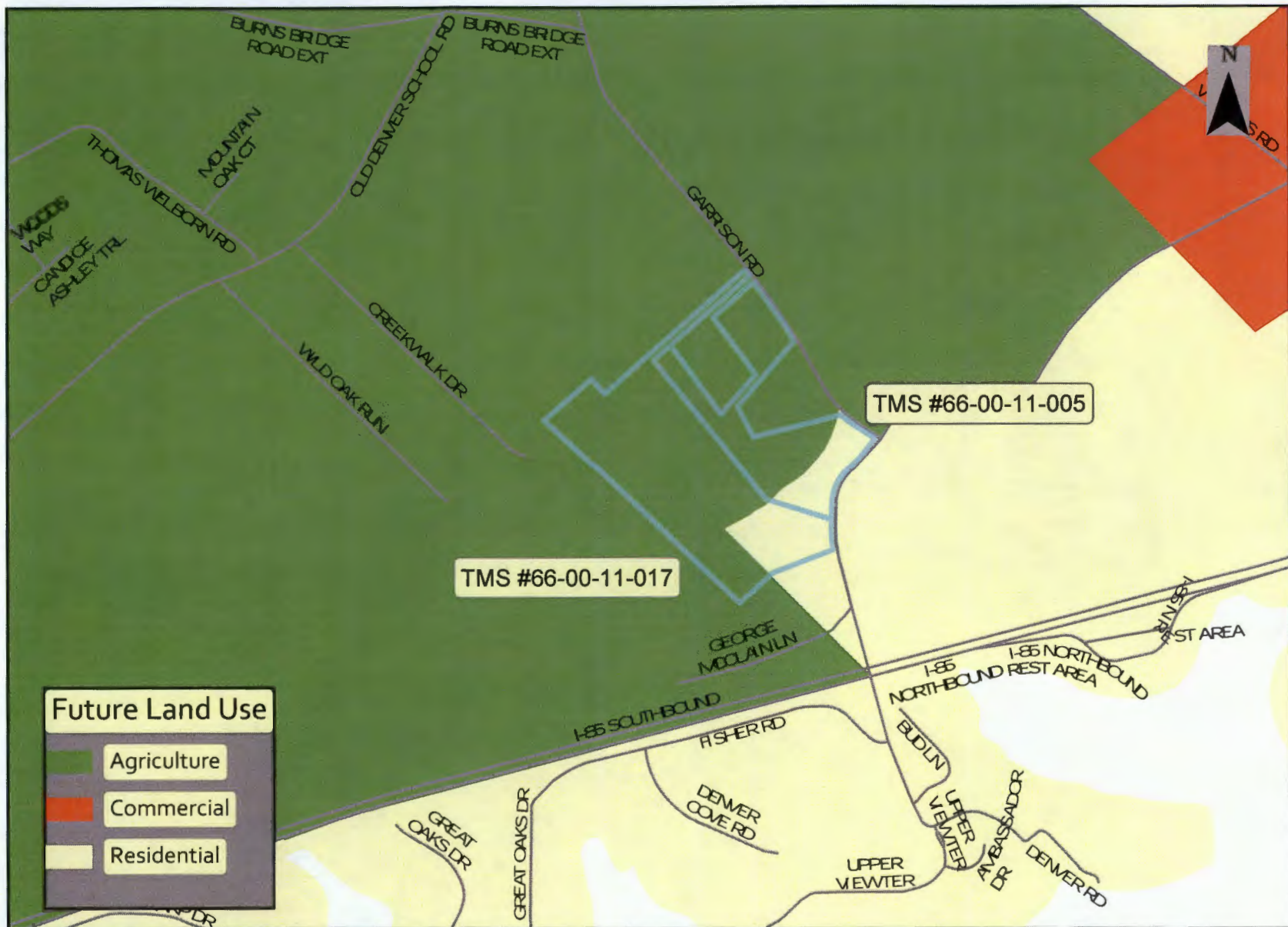


**Aerial Photography**

**Rezoning Request**  
**Garrison Road**  
**R-20 to R-A**

0 1,000 2,000 4,000 Feet





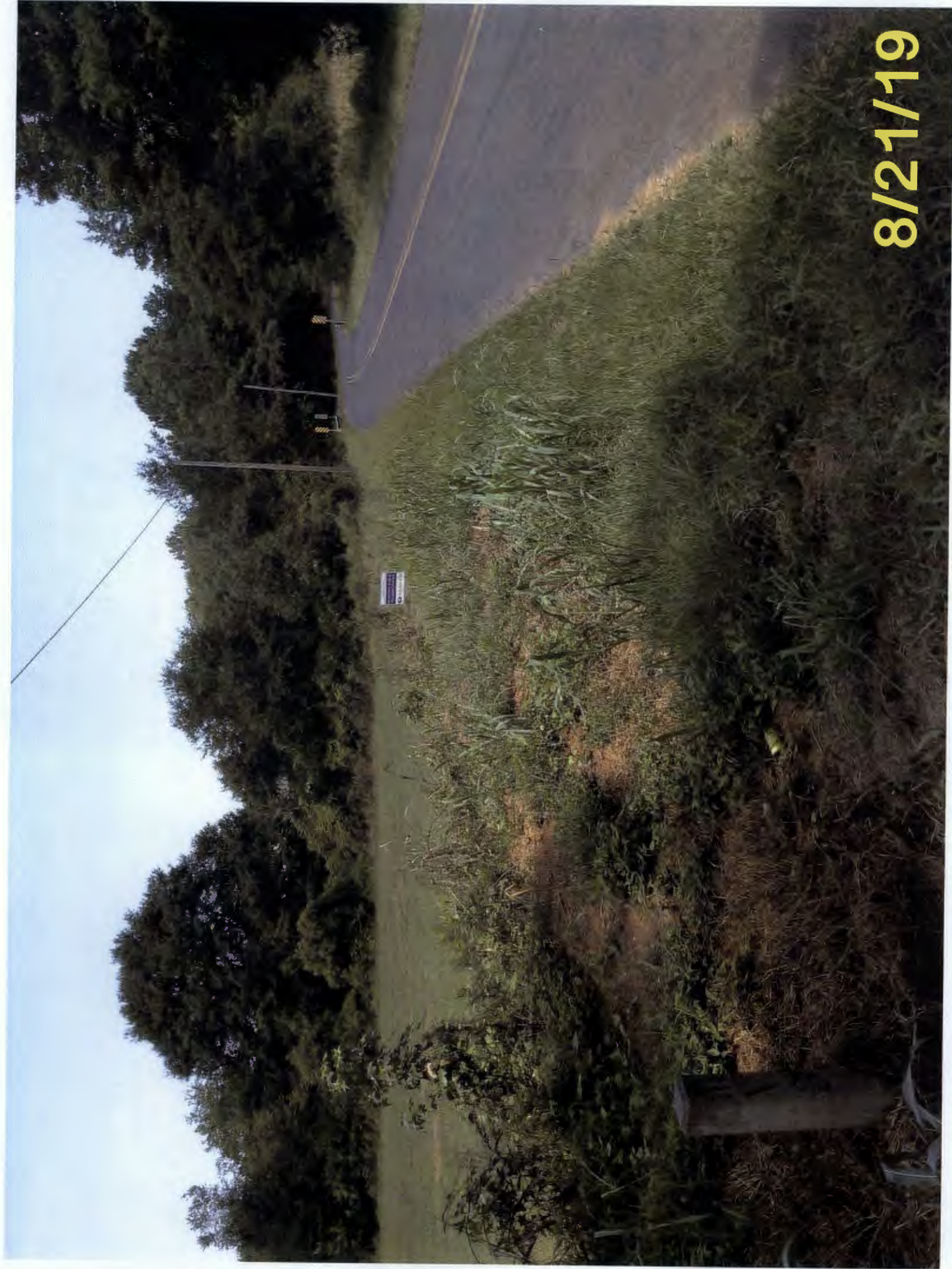
Rezoning Request  
Garrison Road  
R20 to R-A

0 1,000 2,000 4,000 Feet









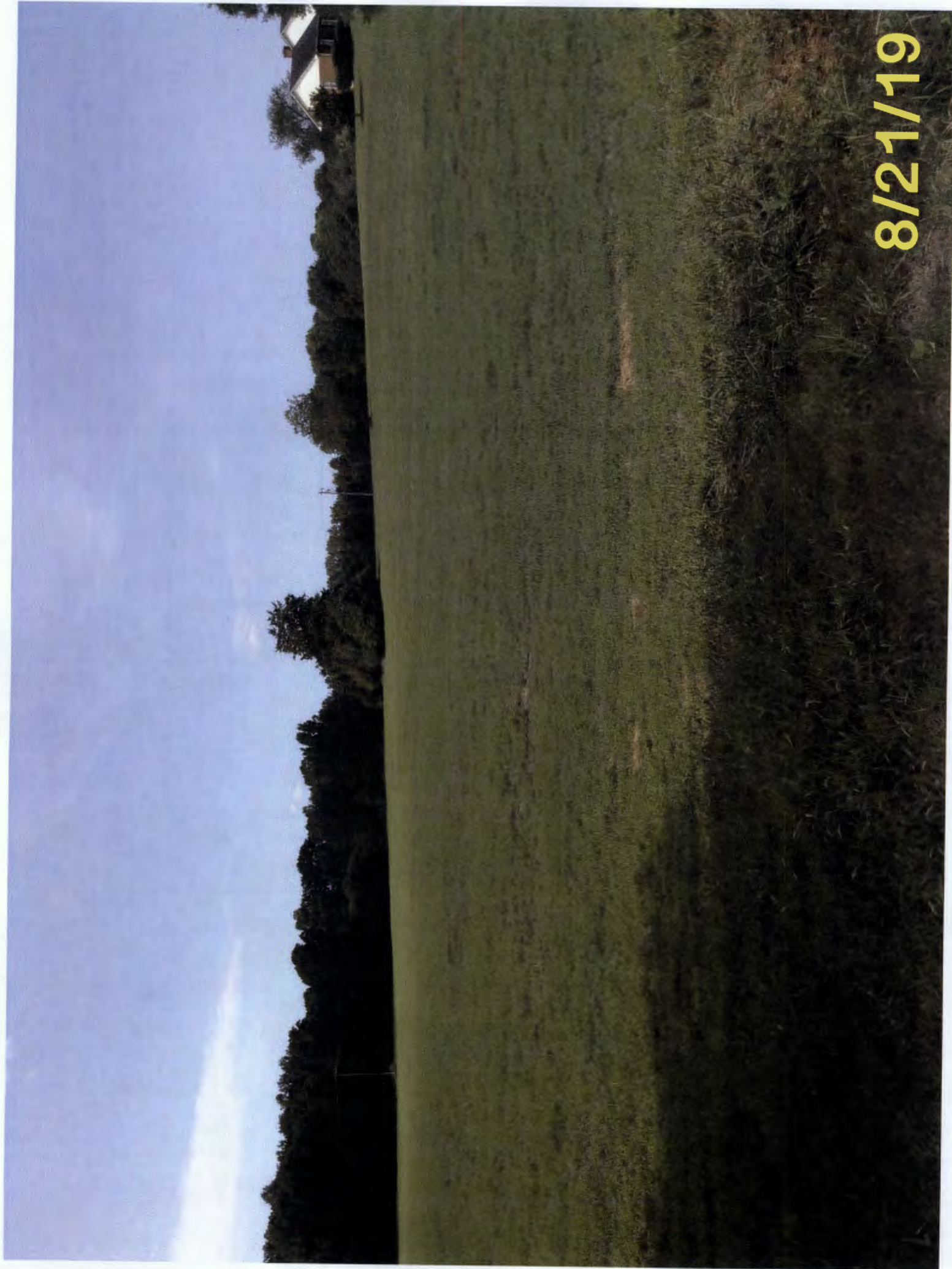
8/21/19





8/21/19

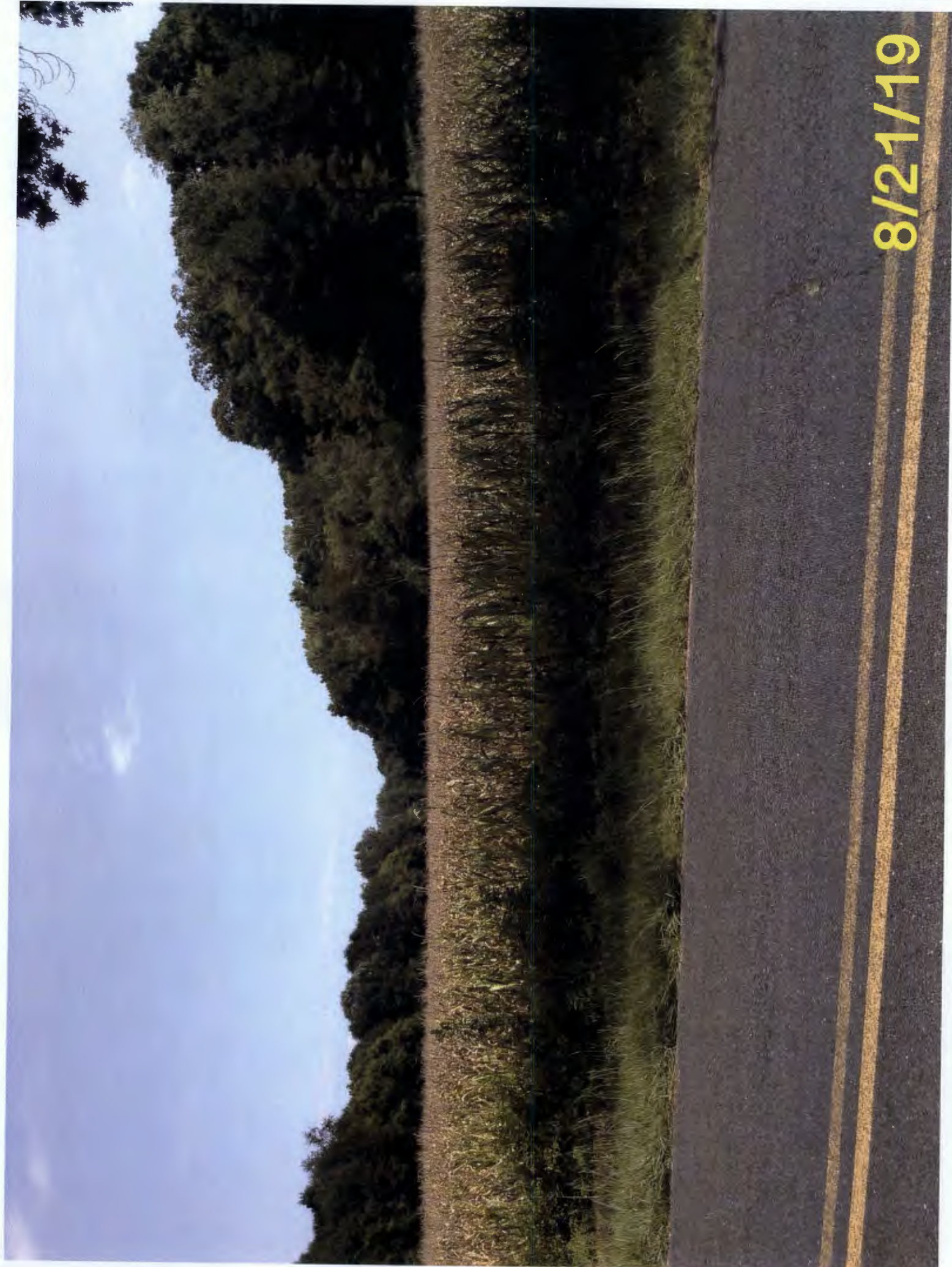




8/21/19



8/21/19





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

Applicant:	Robert and Rebecca Harbin
Current Owner:	Robert and Rebecca Harbin
Property Address:	1150 Garrison Road
Precinct:	Five Forks
Council District:	4
TMS #(s):	066-00-11-020
Acreage:	+/- 5.72
Current Zoning:	R-20 (Single-Family Residential)
Requested Zoning:	R-A (Residential-Agriculture)
Surrounding Zoning:	North: R-20/R-A South: R-20 East: R-A West: R-20
Evaluation:	<p>This request is to rezone the parcel of property described above from R-20 (Single-Family Residential) to R-A (Residential-Agriculture). The applicant's stated purpose is to use the property as residential/agriculture.</p> <p>The residential agricultural district provides for a full range of agricultural activities. This district also provides for spacious residential development for those who choose this environment and prevents untimely scattering of denser urban uses that should be confined to areas planned for efficient extension of public services</p> <p>Residential and agricultural uses are adjacent to the subject parcel. The Future Land Use Map in the County's Comprehensive Plan (2016) identifies the area as agriculture.</p>
Public Outreach:	<p>Staff hereby certifies that the required public notification actions have been completed, as follows:</p> <ul style="list-style-type: none"><li>- August 21: Rezoning notification signs posted on subject property;</li><li>- August 23: Rezoning notification postcards sent to 124 property owners within 2,000' of the subject property;</li></ul>

- August 24: Planning Commission public hearing advertisement published in the *Anderson Independent-Mail*.

Public Feedback: To date, staff has received fourteen phone calls for more information.

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

Planning Commission Recommendation: The Anderson County Planning Commission met on September 10, 2019 and after a duly noted public hearing recommended **approval** of a request to rezone from R-20 to R-A. The vote was **5** in favor, **0** opposed, and **2** absent.



# Rezoning Request Recommendation

September 10, 2019  
Date of Planning Commission Meeting

Approval  
Recommendation (Approval or Denial)

## Project Information

Name of Applicant: Robert and Rebecca Hardin  
Property Location: 1150 Garrison Road  
County Council District: 4 School District: 4  
Total Acreage: +/- 5.72 Current Land Use: Residential / Agriculture  
Current Zoning: R-80 Requested Zoning: R-A  
Purpose of Rezoning: "Residential / Agriculture"

## Recommendation

Recommendation Rendered: Approval

Reason(s) for Denial, if applicable:

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

Explanation of Reasons: \_\_\_\_\_

Planning Commission Presiding Chairman: DAVID COTHRAN

Signature: [Signature] Date: 9-10-19

Page 1 of 1

For Office Use Only:

Scheduled Commission Public Hearing Date: 9-10-19 Planning Commission Recommendation: approval

Scheduled Council Public Hearing Date: 10-1-19 County Council Decision: \_\_\_\_\_





## Rezoning Application

### Anderson County Planning & Community Development

\_\_\_\_\_  
Date of Submission

\_\_\_\_\_  
Approved/Denied

#### Applicant's Information

Applicant Name: Robert Wayne Harbin & Rebecca T. Harbin  
Mailing Address: 1150 Gsarrison Road Anderson ,S.C. 29625  
Telephone: 864-940-4946  
Email: wharbin@skinshotdogs.com

#### Owner's Information

(If Different from Applicant)

Owner Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
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:	1150 Garrison Road		
Parcel Number(s)/TMS:	660011020		
County Council District:	Dist. #4	School District:	Dist. #4
Total Acreage:	5.72	Current Land Use:	Residential/ Agriculture
Requested Zoning:	Residential / Agriculture	Current Zoning:	R 20
Purpose of Rezoning:	Residential/Agriculture		

Are there any Private Covenants or Deed Restrictions on the

☒ Yes

☐ No

Property? If you indicated no, your signature is required.

Applicant's Signature

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: Searched for covenants in the deed but could not find them.

**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.

Robert Wayne Lark  
Applicant's Signature

8/6/2019  
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: \_\_\_\_\_

Complete Submission Date: \_\_\_\_\_

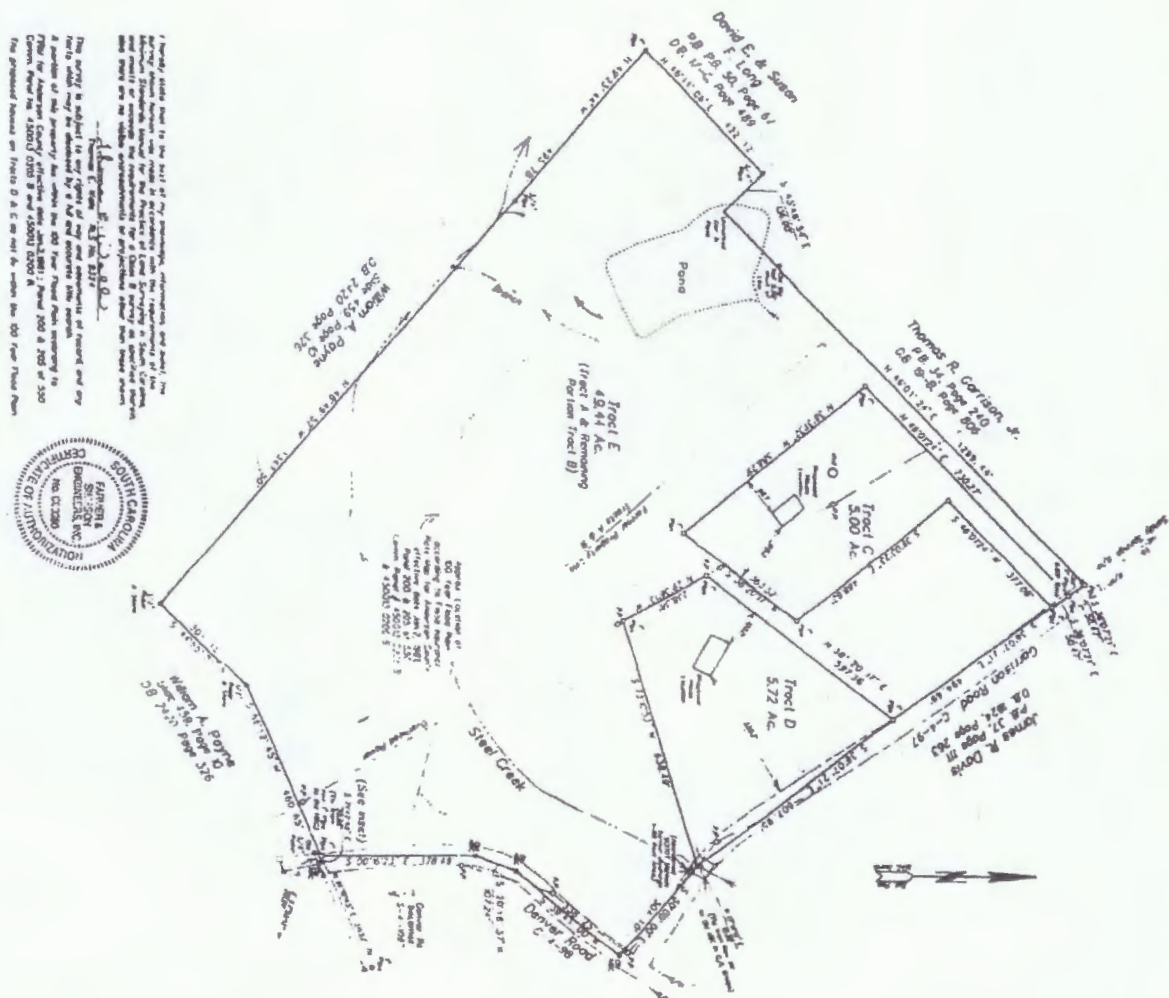
Commission Public Hearing: \_\_\_\_\_

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



**Legend**

— on fig. are found  
on fig. are placed  
of or had a little cup  
(then without notes)  
— very as fig.  
without figure or T & L  
(P = flower, Y = Yd.)



A REDUCED COPY OF PLAT

References:  
US No. 066-03-11-CDS & 066-00-11-017  
Pat. Sheet 50, Page 6<sup>2</sup>  
Pat. Sheet 6.3, Page 5 - a & Pat. Sheet 6.3, Page 5 - b  
Tech. Repts. 2748, Page XIX & Tech. Repts. 2773, Page LV

State of South Carolina  
County of Anderson  
Pendleton Township

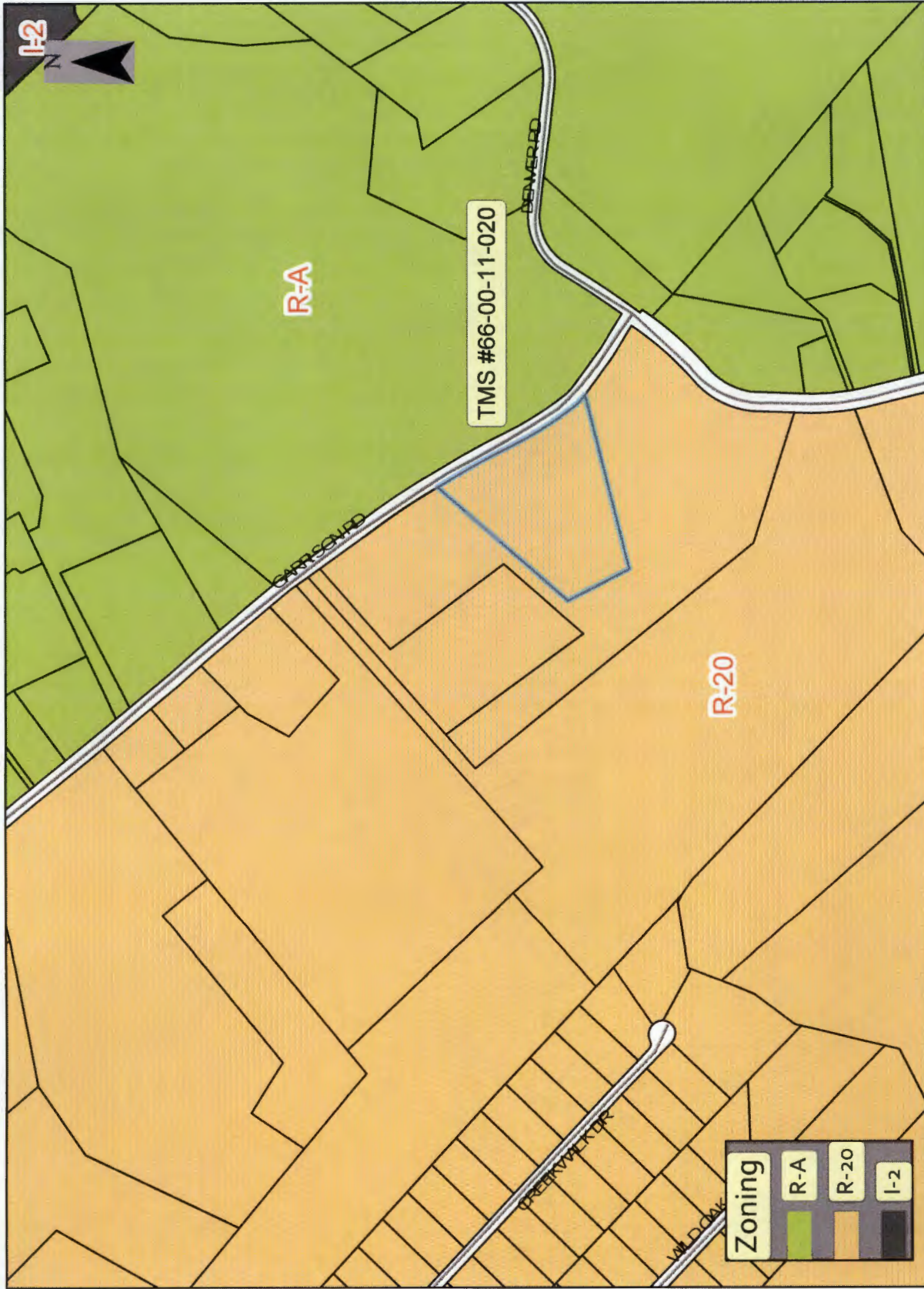
This is to certify that a certain  
 tract of land in the County of  
Anderson, State of South Carolina,  
containing more or less, is the  
same as the land described in  
the following:

Robert Wiggins and Rebecca T. Herbert

Witness my hand and seal of office  
this 10th day of March, 1998.

\_\_\_\_\_  
Notary Public for South Carolina

My commission expires \_\_\_\_\_



Rezoning Request  
 1150 Garrison Road  
 R20to RA



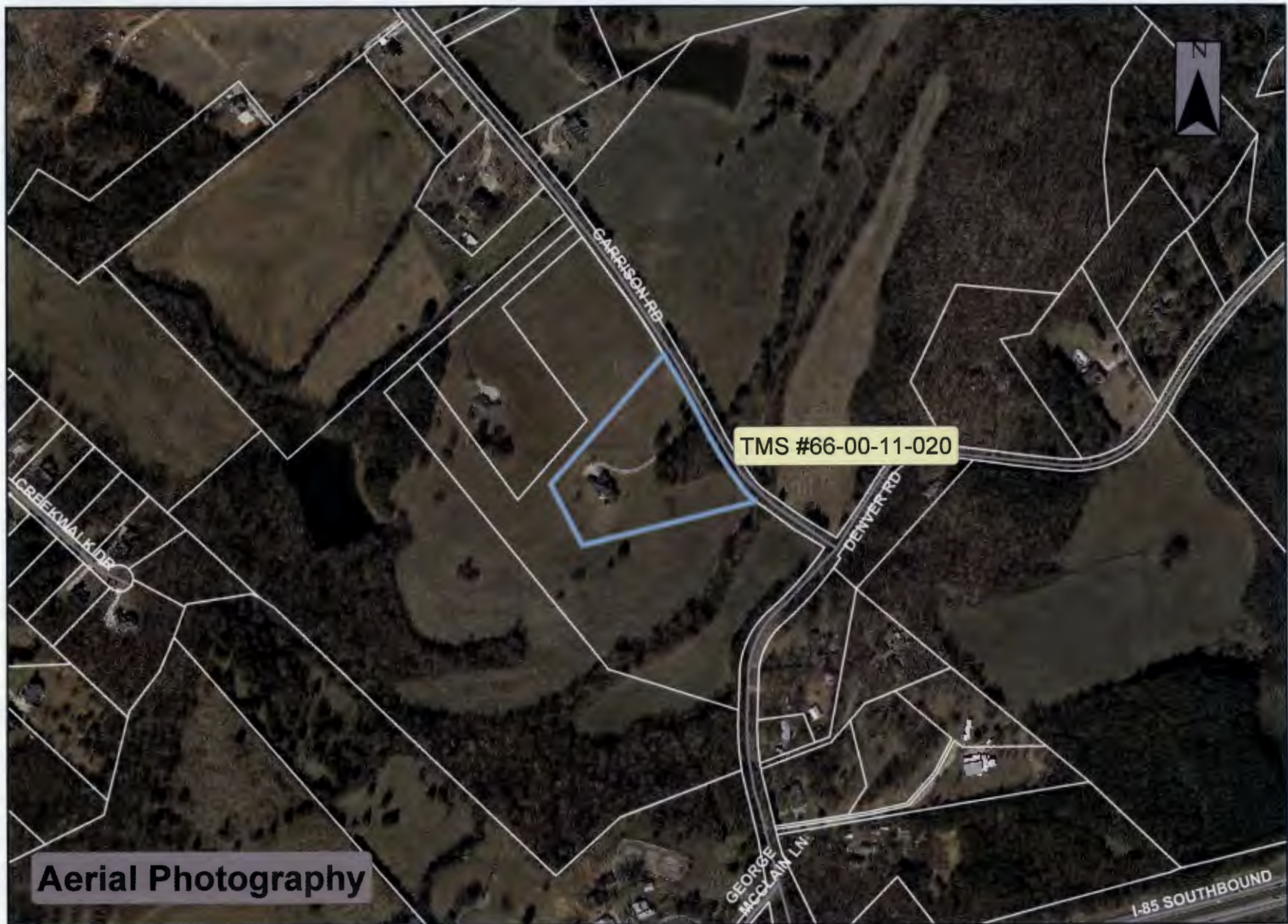


**Aerial Photography**

**Rezoning Request  
1150 Garrison Road  
R-20 to R-A**

0 250 500 1,000 Feet

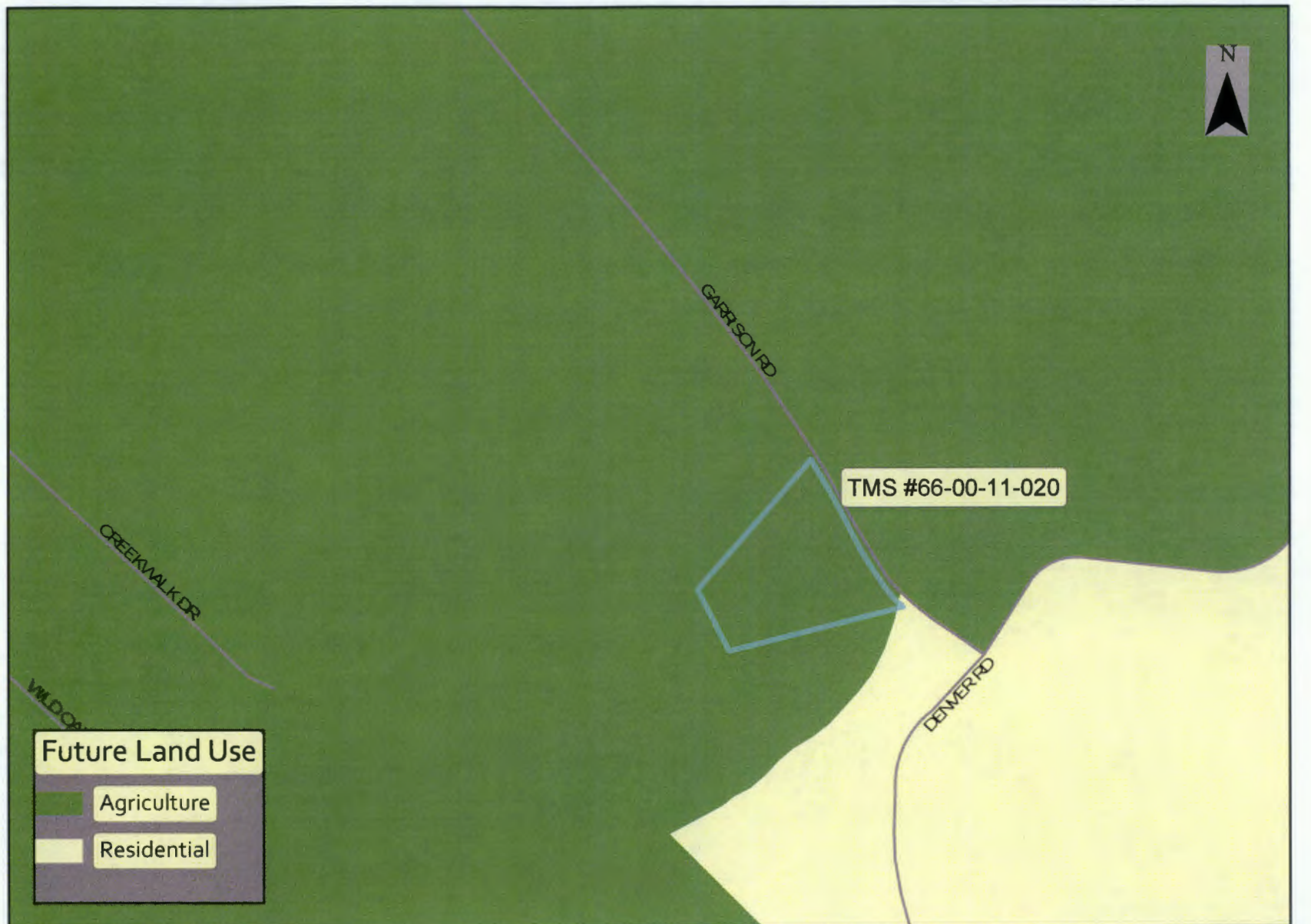




**Rezoning Request  
1150 Garrison Road  
R-20 to R-A**

0 500 1,000 2,000 Feet





Rezoning Request  
1150 Garrison Road  
R20 to R-A

0 500 1,000 2,000 Feet





8/21/19





8/21/19

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

Applicant:	John Thrasher
Current Owner:	John Thrasher
Property Address:	1140 Garrison Road
Precinct:	Five Forks
Council District:	4
TMS #(s):	066-00-11-021
Acreage:	+/- 5.00
Current Zoning:	R-20 (Single-Family Residential)
Requested Zoning:	R-A (Residential-Agriculture)
Surrounding Zoning:	North: R-20/R-A South: R-20 East: R-A West: R-20
Evaluation:	<p>This request is to rezone the parcel of property described above from R-20 (Single-Family Residential) to R-A (Residential-Agriculture). The applicant's stated purpose is to use the property as residential/agriculture.</p> <p>The residential agricultural district provides for a full range of agricultural activities. This district also provides for spacious residential development for those who choose this environment and prevents untimely scattering of denser urban uses that should be confined to areas planned for efficient extension of public services</p> <p>Residential and agricultural uses are adjacent to the subject parcel. The Future Land Use Map in the County's Comprehensive Plan (2016) identifies the area as agriculture.</p>
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Staff Recommendation: Due to the compatibility with the character and current use of the area, staff recommends approval of this request.

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# Rezoning Request Recommendation

September 10, 2019  
Date of Planning Commission Meeting

Approval  
Recommendation (Approval or Denial)

## Project Information

Name of Applicant: John Thrasher  
Property Location: 1140 Garrison Road  
County Council District: 4 School District: 4  
Total Acreage: +/- 5.00 Current Land Use: Residence / Farm  
Current Zoning: R-20 Requested Zoning: R-A  
Purpose of Rezoning: "Residential / agriculture"

## Recommendation

Recommendation Rendered: Approve

Reason(s) for Denial, if applicable:

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

Explanation of Reasons: \_\_\_\_\_

Planning Commission Presiding Chairman: DAVID COTHMAN

Signature: [Signature] Date: 9-10-19

Page 1 of 1

For Office Use Only:

Scheduled Commission Public Hearing Date: 9-10-19 Planning Commission Recommendation: approval

Scheduled Council Public Hearing Date: 10-1-19 County Council Decision: \_\_\_\_\_



# Rezoning Application

## Anderson County Planning & Community Development

Date of Submission

Approved/Denied

### Applicant's Information

Applicant Name: John Thrasher  
Mailing Address: 1140 Garrison Rd  
Telephone: 864-940-4952  
Email: jthrasher@skinshotdogs.com

### Owner's Information (If Different from Applicant)

Owner Name:  
Mailing Address:  
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:	1140 Garrison Rd Anderson Sc		
Parcel Number(s)/TMS:	660011021		
County Council District:	4	School District:	4
Total Acreage:	5	Current Land Use:	RESIDENECE/FARM
Requested Zoning:	RA	Current Zoning:	R20
Purpose of Rezoning:	residential/agriculture		



Are there any Private Covenants or Deed Restrictions on the

☒ Yes

☐ No

Property? If you indicated no, your signature is required.

Applicant's Signature

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: SEARCHED FOR COVEANTS BUT COULD NOT FIND IN RECORDS

**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.

JOHN M THRASHER

Digitally signed by JOHN M THRASHER  
Date: 2019.08.06 11:31:04 -04'00'

August 6, 2019

Applicant's Signature

Date

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

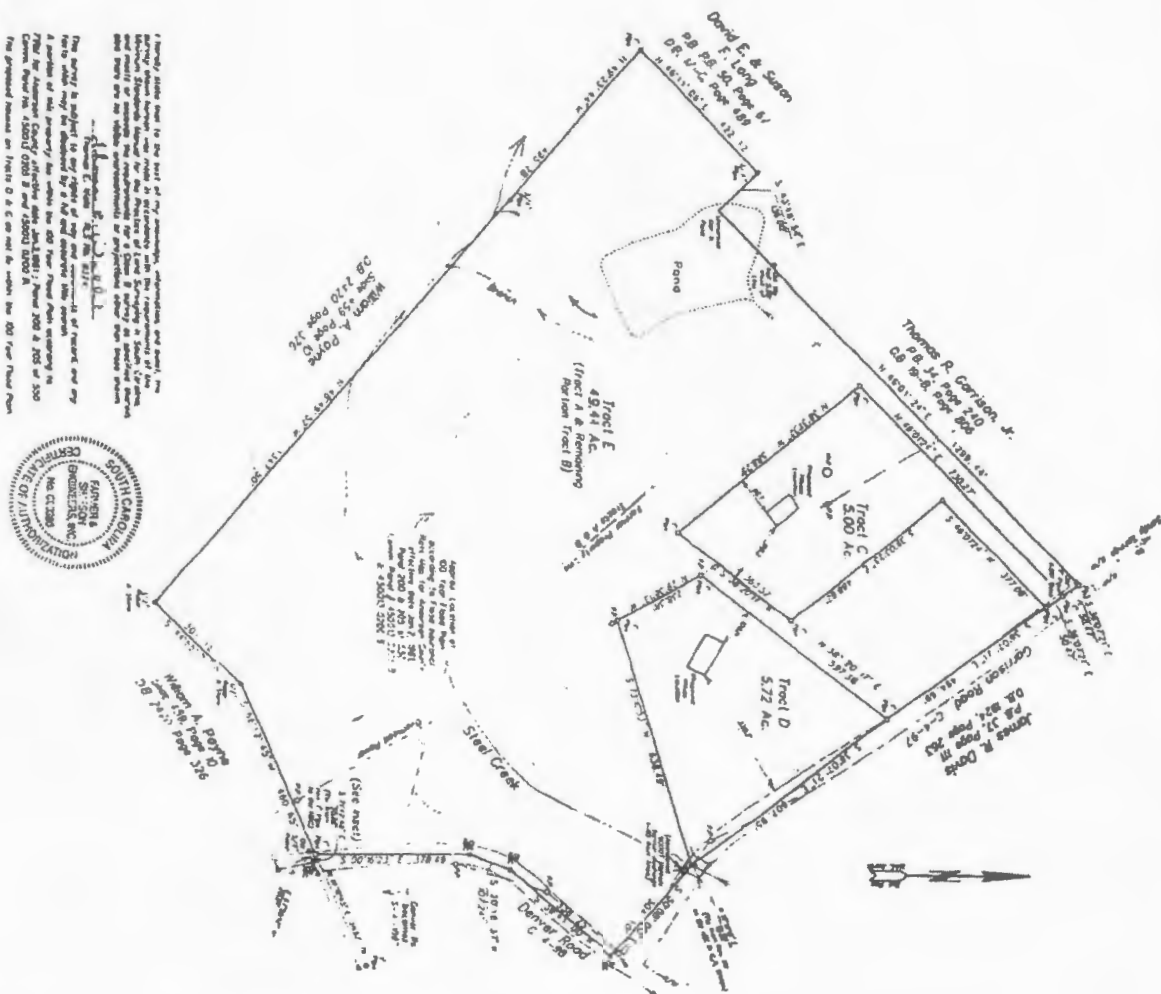
**For Office Use Only:**

Application Received By: \_\_\_\_\_

Complete Submission Date: \_\_\_\_\_

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

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

[illegible]

I hereby declare that to the best of my knowledge, information and belief, the foregoing statements are true and are not in violation with the requirements of the Federal Food, Drug, and Cosmetic Act, and I am not aware of any person who has been or may be engaged in the manufacture for, or distribution of, any such article as to which there may be any violation of the requirements for a New Drug Application and there are no other circumstances or facts which would require the filing of such an application.

\_\_\_\_\_  
-Signature of Owner

\_\_\_\_\_  
-Signature of Agent

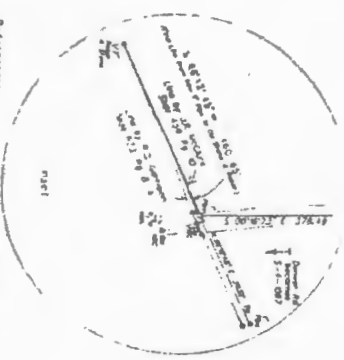
This report is subject to my report of any and all circumstances of interest and any other facts that may be obtained by a NCI and otherwise this report.

I am certifying that this information was obtained by the NCI from the company in the following manner:

7701 The American Cancer Society, Atlanta, GA 30303  
Phone 404 526 8000  
Fax 404 526 8000  
Toll Free 1 800 428 0500  
Toll Free 1 800 428 0500

The foregoing report on 1/12/03 is a true and correct report of the NCI from the

Shirley  
6-13-97



References:  
 '85 Mo. 066-37-11-005 & 066-00-11-017  
 Post Box 30, Page 6 ?  
 Post Box 631, Page 9 - & Post Box 673, Page 5-B  
 Post Box 2748, Page 309 & (over Box 2773, Page 15)

**State of South Carolina**  
**County of Anderson**  
**Pensioners Township**

This Day a resolution of Towne Trustees A & B  
To wit: Be it enacted by:

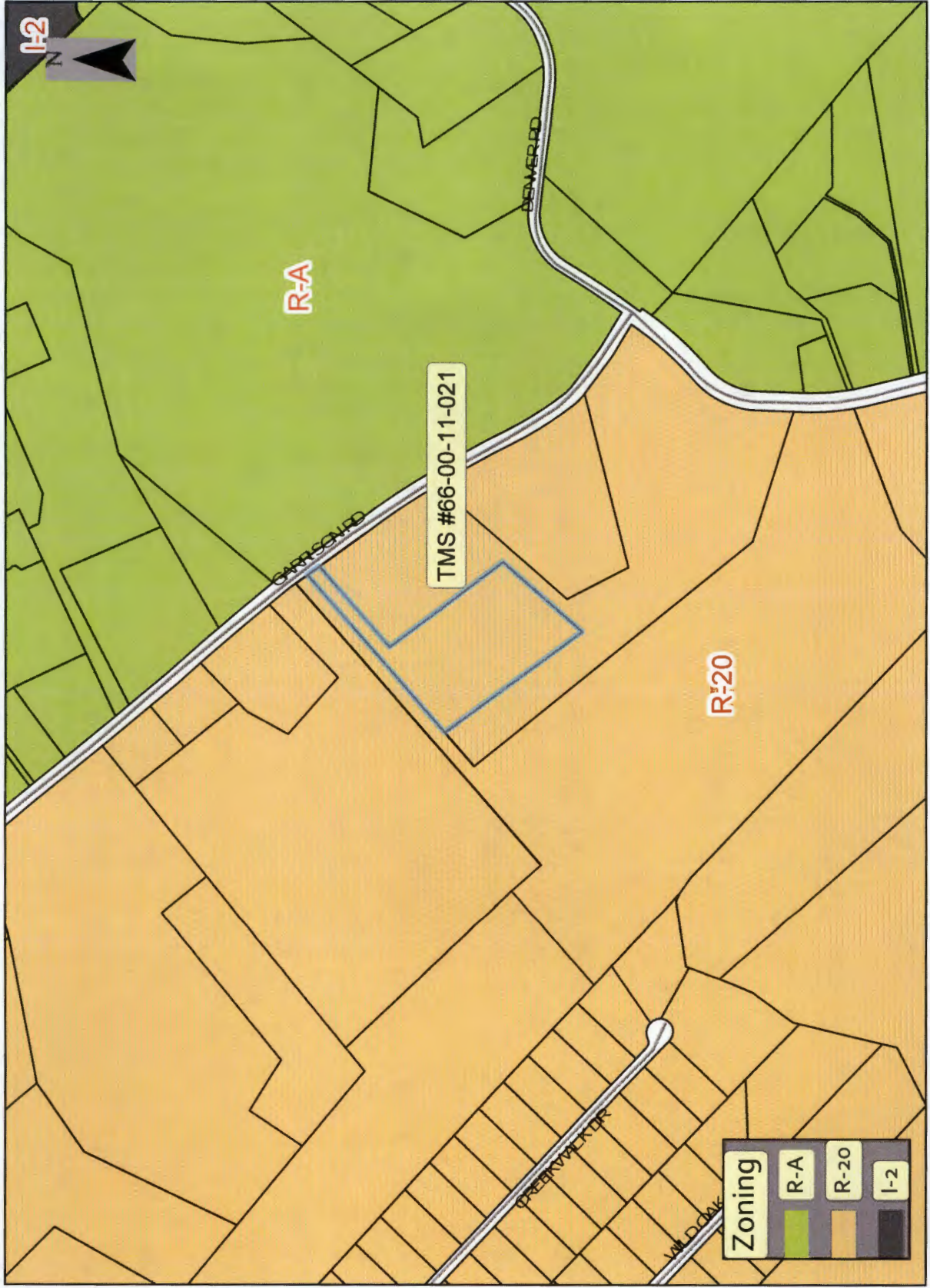
**John M. & Martha E. Nease**  
Trust D to be deemed its.

**Robert Wayne & Rebecca T. Nease**

**Former & Simpson Engineers**  
121 Archer and Avenue  
Tulsa, Okla., S.C. 74061  
Tel 904-4-276-0400  
Fax 904-4-276-0400

June 11, 1987





Rezoning Request  
1140 Garrison Road  
R-20 to R-A





**Rezoning Request  
1140 Garrison Road  
R-20 to R-A**

0 250 500 1,000 Feet

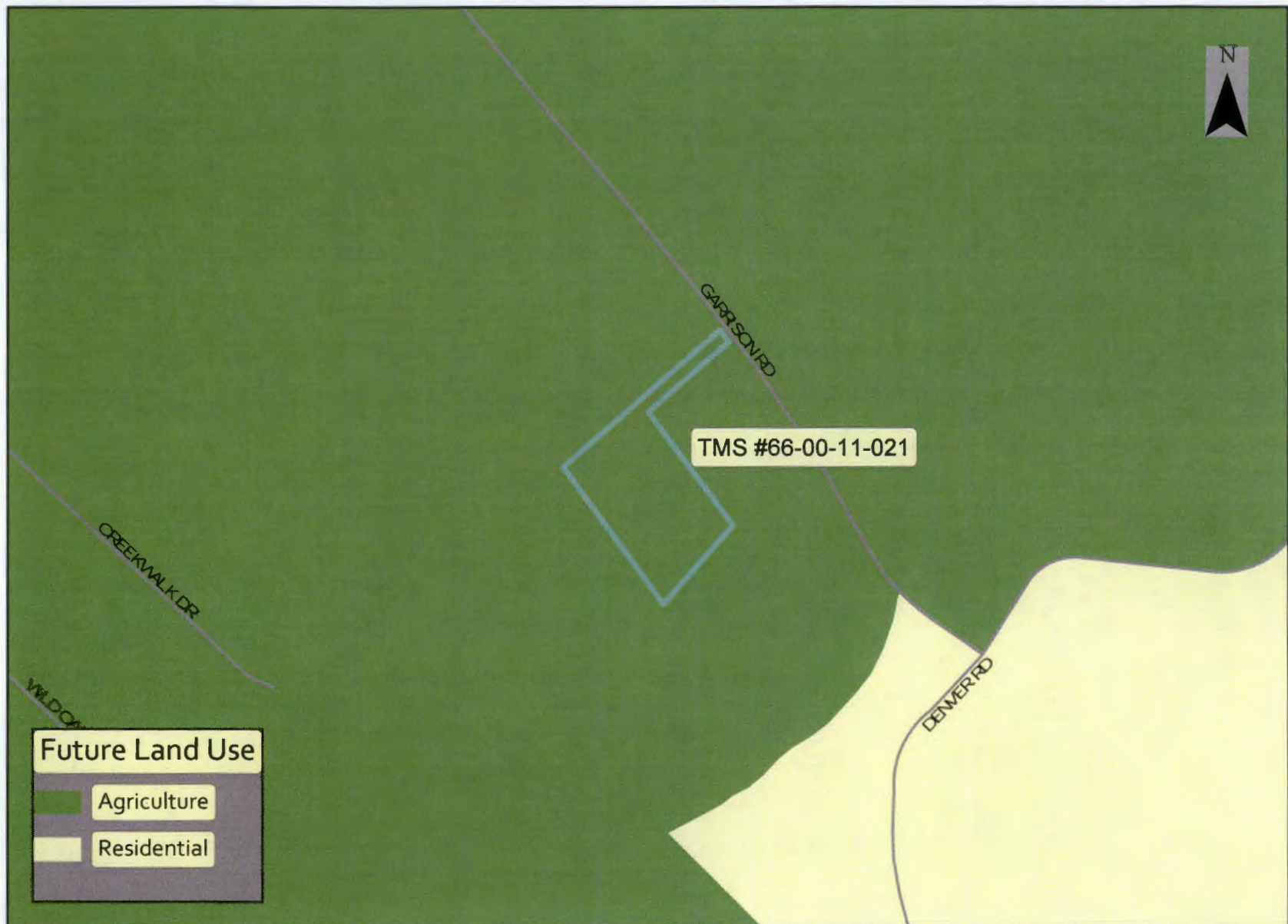




**Rezoning Request  
1140 Garrison Road  
R-20 to R-A**

0 500 1,000 2,000 Feet





Rezoning Request  
1140 Garrison Road  
R20 to R-A

0 500 1,000 2,000 Feet





8/21/19





8/21/19





8/21/19





8/21/19



# Anderson County Purchasing Department Bid Tabulation

BID# 20-013 BIG WATER RESURFACING PROJECT

	Vendor	TOTAL COST
1	S & S CONSTRUCTION	\$269,129.50
2	EARTH MATERIALS	\$349,930.95
3	THRIFT DEVELOPMENT	NO RESPONSE
4	ROGERS GROUP	NO RESPONSE
5	SLOAN	NO RESPONSE
6	KING	NO RESPONSE
7	F AND R	NO RESPONSE
8	PANAGAKOS	NO RESPONSE
9	PICKENS	NO RESPONSE
10	J. DAVIS	NO RESPONSE
11	BELK	NO RESPONSE
12	THRIFT BROTHERS	NO RESPONSE
13	MORGAN	NO RESPONSE
	AWARD TO:	S + S Construction

**SOLICITATION OFFER AND AWARD FORM**[illegible]

**SECTION III: Addendum A**  
**Base Bid Form**  
**Big Water Road Resurfacing and Intersection Improvement Project**

Name of Party submitting the Bid: Sand S Construction, Inc. of Anderson

To: Purchasing Manager for Anderson County

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

Bid No.: 20-013

<u>Qty.</u>	<u>U/M</u>	<u>Description</u>	<u>Total Price</u>
1	L/S	Big Water Road Resurfacing and Intersection Improvement Project :per attached itemized list	\$ <u>264,129.50</u>

\*\*\* Vendors must complete the itemized list \*\*\*\*\*



## BIG WATER RD RESURFACING AND INTERSECTION IMPROVEMENT PROJECT BID SCHEDULE

NOTE: Bids shall include all applicable taxes and fees. The bid schedule includes combined quantities for the resurfacing and intersection project. The limits for each are as follows:

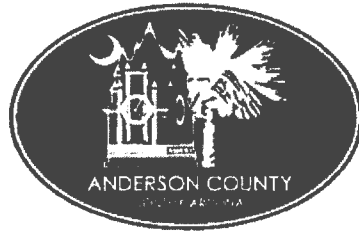
- Big Water Rd Resurfacing is approximately 1100 LF from station 31+25.00 to station 42+25.00
- Big Water Rd Intersection Improvement is from station 42+25.00 to station 45+54.89

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1031000	Mobilization	LUMP SUM		\$19,000.00
1050800	Construction Stakes, Lines, & Grades	1 EACH		\$8,000.00
1071000	Traffic Control	LUMP SUM		\$12,500.00
2012000	Clearing & Grubbing within Roadway	LUMP SUM		\$18,500.00
2025000	Removal & Disposal of Existing Asphalt Pavement	690 SY	\$5.00	\$3,450.00
2031000	Unclassified Excavation	625 CY	\$25.00	\$15,625.00
2035100	Excavation for Shoulder Paving	25 STA	\$200.00	\$5,000.00
2072000	Hauling of Excavated Shoulder Paving Material	25 STA	\$40.00	\$1,000.00
2081001	Fine Grading	1,270 SY	\$5.00	\$6,350.00
2091000	Select Material for Shoulders	84 CY	\$20.00	\$1,680.00
2103000	Flowable Fill	10 CY	\$217.00	\$2,170.00
3069900	Maintenance Stone	20 TON	\$18.00	\$360.00
3100320	H/M Asphalt Aggregate Base Course - Type B	170 TON	\$90.00	\$15,300.00
3104000	HMA Shoulder Widening Course	120 TON	\$105.00	\$12,600.00
4011004	Liquid Asphalt Binder PG 64-22	59 TON	\$625.00	\$36,875.00
4013990	Mill Existing Asphalt Pavement - Variable	310 SY	\$13.00	\$4,030.00
4013991	Milling - Variable - 2' Width	62 SY	\$30.00	\$1,860.00
4019000	Milled-in Rumble Strips	0.02 MI	\$25,000.00	\$500.00
4020330	H/M Asphalt Intermediate Course - Type C	250 TON	\$90.00	\$22,500.00
4030340	H/M Asphalt Surface Course - Type C	470 TON	\$67.00	\$31,490.00
6021120	Perm. Const. Signs (GRND MNTD)	120 SF	\$10.00	\$1,200.00
6021125	Perm. Const. Signs (BARR MNTD)	110 SF	\$10.00	\$1,100.00
6041200	Barricade - Type 3	66 LF	\$20.00	\$1,320.00

6250005	4" White Broken Line – GAP Excluded – Fast Dry Paint	106 LF	\$ <u>0.40</u>	\$ <u>42.40</u>
6250010	4" White Solid Line – PVT Edge – Fast Dry Paint	3,300 LF	\$ <u>0.25</u>	\$ <u>825.00</u>
6250025	24" White Solid Line – STOP/Diagonal – Fast Dry Paint	135 LF	\$ <u>8.00</u>	\$ <u>1,080.00</u>
6250105	4" Yellow Broken Line – GAP Excluded – Fast Dry Paint	46 LF	\$ <u>0.40</u>	\$ <u>18.40</u>
6250110	4" Yellow Solid Line – PVT Edge – Fast Dry Paint	2,010 LF	\$ <u>0.25</u>	\$ <u>502.50</u>
6271005	4" White Broken Line – Thermo – 90 MIL	106 LF	\$ <u>4.00</u>	\$ <u>424.00</u>
6271010	4" White Solid Line PVT EL TH – 90 MIL	1,100 LF	\$ <u>2.00</u>	\$ <u>2,200.00</u>
6271025	24" White Solid Line Thermo – 125 MIL	45 LF	\$ <u>15.00</u>	\$ <u>675.00</u>
6271064	4" Yellow Broken Lines Thermo – 90 Mil	46 LF	\$ <u>4.00</u>	\$ <u>184.00</u>
6271074	4" Yellow Solid Lines – Thermo – 90 MIL	670 LF	\$ <u>2.00</u>	\$ <u>1,340.00</u>
6301100	Perm. Yel. Pav. Mark. Bi-dir. 4"x4"	24 EA	\$ <u>10.00</u>	\$ <u>240.00</u>
6510105	Flat Sheet, Type III, Fixed Size	6.25 SF	\$ <u>25.00</u>	\$ <u>156.25</u>
6531210	U-Section Post for Sign Support – 3P	13 LF	\$ <u>25.00</u>	\$ <u>325.00</u>
7143618	18" Smooth Wall Pipe	72 LF	\$ <u>155.00</u>	\$ <u>11,160.00</u>
7199100	Beveling of Pipe End	1 EACH	\$ <u>200.00</u>	\$ <u>200.00</u>
8041010	Rip-Rap (Class A)	16 TON	\$ <u>60.00</u>	\$ <u>960.00</u>
8048210	Geotextile/Erosion Control (Class 2) Type C	27 SY	\$ <u>2.90</u>	\$ <u>78.30</u>
8072000	Reset Chain-link Fence	132 LF	\$ <u>18.35</u>	\$ <u>2,422.20</u>
8081000	Moving Item No. 1	1 EACH	\$ <u>100.00</u>	\$ <u>100.00</u>
8081000	Moving Item No. 2	1 EACH	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>
8091010	Right-of-Way Marker (Rebar & Cap)	4 EACH	\$ <u>250.00</u>	\$ <u>1,000.00</u>
8091050	Right of Way Plat	LUMP SUM		\$ <u>2,000.00</u>
8100001	Permanent Vegetation	3.169 MSY	\$ <u>1,200.00</u>	\$ <u>3,802.80</u>
8103100	Temporary Vegetation	1.585 MSY	\$ <u>850.00</u>	\$ <u>1,347.25</u>
8109050	Selective Watering	54,300 GAL	\$ <u>0.01</u>	\$ <u>543.00</u>
8109901	Mowing	1.68 AC	\$ <u>10.00</u>	\$ <u>16.80</u>
8151201	H.E.C.P. – Type 1	1.44 AC	\$ <u>850.00</u>	\$ <u>1,224.00</u>
8151203	H.E.C.P. – Type 3	0.24 AC	\$ <u>5,000.00</u>	\$ <u>1,200.00</u>



8152007	Sediment Tubes	130 LF	\$ <u>12.50</u>	\$ <u>1,625.00</u>
8153000	Silt Fence	910 LF	\$ <u>4.00</u>	\$ <u>3,640.00</u>
8153090	Replace/Repair Silt Fence	91 LF	\$ <u>4.00</u>	\$ <u>364.00</u>
8154010	Cleaning Silt Basins	1 CY	\$ <u>1.00</u>	\$ <u>1.00</u>
8154050	Removal of Silt Retained by Silt Fence	228 LF	\$ <u>0.10</u>	\$ <u>22.80</u>
	<b>TOTAL AMOUNT</b>			\$ <u>24,129.50</u>



**AGENDA**  
**ANDERSON COUNTY FINANCE COMMITTEE MEETING**  
**Friday September 20, 2019 10:30 a.m.**

**Anderson County Council Chambers**  
**Chairman Craig Wooten, Presiding**

Tommy Dunn  
Chairman  
Council District 5

Ray Graham  
Vice Chairman  
Council District 3

Craig Wooten  
Council District 1

Gracie S. Floyd  
Council District 2

Brett Sanders  
Council District 4

Jimmy Davis  
Council District 6

M. Cindy Wilson  
Council District 7

Lacey Croegaert  
Clerk to Council

Rusty Burns  
County Administrator

- |   |                           |
|---|---------------------------|
| 1. Call to Order                                    | Chairman Wooten           |
| 2. Prayer and Pledge of Allegiance                  | Honorable M. Cindy Wilson |
| 3. Bid #20-001 Solid Waste Hauling                  | Mr. Robert Carroll        |
| 4. Service Agreement with Fleet Services            | Mr. Joseph Stone          |
| 5. Hiring of County Workers in Selected Departments |                           |
| a. Roads & Bridges                                  | Mr. Matt Hogan            |
| b. Solid Waste                                      | Mr. Greg Smith            |
| 6. Citizens Comments                                |                           |
| 7. Adjourn  |                           |

**ADMINISTRATION DIVISION**

**Rusty Burns | County Administrator**

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

# Anderson County Purchasing Department Bid Tabulation

BID# 20-001 SOLID WASTE HAULING

	Vendor	TOTAL COST
1	WASTE CONNECTION	RESPONDED
2	REPUBLIC SERVICES	RESPONDED
3	WASTE INDUSTRIES	NO BID
4	SSI-SCHAEFER	NO RESPONSE
5	GREEN MAN	NO RESPONSE
6	DORADO SERVICES	NO RESPONSE
7	REHRIG	NO RESPONSE
8	CAPITAL WASTE SERVICES	NO RESPONSE
9	ACE OF SC	NO RESPONSE
10	WASTE MANAGEMENT	NO RESPONSE
11	G F L ENV.	NO RESPONSE
12	ECO WASTE INC.	NO RESPONSE
13	JM CON.	NO RESPONSE
	AWARD TO:	

	Vendor	TOTAL COST
14	WASTECO	NO RESPONSE
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
	<b>AWARD TO:</b>	Waste Connection

**SOLICITATION OFFER AND AWARD FORM**

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624					
REQUEST FOR PROPOSALS, OFFER, AND AWARD					
*****Solicitation Information*****					
1. SOLICITATION: 20-001		4. <u>Brief Description:</u>  SOLID WASTE CONTRACTED HAULING AND SERVICES			
2. ISSUE DATE: 7/5/19					
3. FOR INFORMATION CONTACT: carroll@andersoncountysc.org REC					
5. <u>SUBMIT PROPOSAL TO:</u> Anderson County Purchasing Department 101 South Main Street, Room 115 Anderson, S.C. 29624 Attn: RFP #20-001					
6. Submission Deadline: Date: Thursday, August 8, 2019 Time: 11:00 A.M.					
7. Submit Sealed Proposal. Five (5) originals					
8. Firm Offer Period: Proposals submitted shall remain firm for a period of one hundred and twenty (120) calendar days from date specified in block 6.					
>>>>>>>>>>>>>>>>>>>>>>>>>>>>Offer (To be completed by Proposer)<<<<<<<<<<<<<<<<<<<<<<					
9. BUSINESS CLASSIFICATION (Check Appropriate Box)		<input type="checkbox"/> Woman Business Enterprise <input type="checkbox"/> Minority Business Enterprise <input type="checkbox"/> Disadvantaged Business Enterprise			
10. Additional Information: In compliance with above, the undersigned agrees, if this proposal is accepted within the period specified in Block 8 above, to furnish any or all other further information requested by Anderson County					
11. Proposer's name and address (Type or print): Waste Connections of SC, LLC. 1010 Rogers Bridge Road Duncan, SC 29334 Tim Fadl-District Manager		12. Name & Title of Person Authorized to sign the Proposal (Type or Print): Tim Fadl			
E-mail address: TimF@wasteconnections.com Telephone #: 704-299-7273 Fax #: 864-879-3203 Federal Identification #: [REDACTED]		13. Proposer's Signature & Date:  Tim Fadl 8-14-19			
>>>>>>>>>>>>>>>>>>>>>>>>>>>>Award (To be completed by Anderson County)<<<<<<<<<<<<<<<<<<<<<<					
14. Total Amount of Award:		15. Successful Proposer:			
16. Contracting Officer or Authorized Representative: Robert E. Carroll		17. Signature:		18. Award date	



	A	B	C	D	E	F	G	H
1		CRITERIA %	Reputation, Integrity, Ability 25%	Experience 25%	Cost 25%	Responsiveness of the Proposal 25%		TOTAL SCORE 100%
2	Company Name							
3	Waste Connection		65	65	75	70		275
4	Republic Services		50	58	20	75		203
5								
6								
7								
8								
9								
10								
11								
12								
13								
14	Evaluator:	<u>Combined Scores</u>						



## **Anderson County Contracted Hauling Services**

### **Addendum D**

#### **Pricing Proposal**

Waste Connections is pleased to present for consideration the enclosed pricing.  
All pricing is consistent for the container size, type and frequency through out the county.  
All roll off pulls through out the county are \$ 130.00 each  
Front loader services only vary by size and service level.

Pricing sheet by site is attached.

Please direct any questions concerning pricing to:

Tim Fadul-District Manager  
Waste Connections of SC.

**Anderson County SC Cost Proposal-Solid Waste Contract Hauling  
Convenience Sites Cost Proposals**

<b>Site</b>	<b>Price Per Pull All Roll</b>	
101 Townville	\$130.00	
102 Craytonville	\$130.00	
103 Carswell	\$130.00	
104 Friendship	\$130.00	
105 Slabtown	\$130.00	
107 Agnew	\$130.00	
108 Parker Bowie	\$130.00	
109 King David	\$130.00	
110 Manse Jolly	\$130.00	
112 White Street	\$130.00	
113 Whitefield	\$130.00	

**Auxillary Site Services Cost Proposals**

<b>Site</b>	<b>Size</b>	<b>Qty.</b>	<b>Serv. x wk.</b>	<b>Price</b>	
Airport	8	1	1	\$ 64.89	
AC Technical Service	8	1	1	\$ 94.68	
PAWS	8	3	2	\$ 501.27	
Annex Building	8	2	1	\$ 189.36	
Behavioral Health	8	1	1	\$ 94.68	
Broadway Lake	8	1	2	\$ 167.09	
Cheddar Fire Dept.	4	1	1	\$ 64.89	
Civic Center	40 yd. RO	1		\$ 130.00	per pull
Courthouse	8	2	1	\$ 167.09	
Detention Center	8	2	1	\$ 167.09	
Disabilities	8	1	1	\$ 94.68	
Disab. Special Needs	8	1	1	\$ 94.68	
DSS	8	1	2	\$ 167.09	
FLEET	6	1	1	\$ 77.25	
Health Dept.	8	1	1	\$ 94.68	
Library	8	1	1	\$ 94.68	
Pendleton Library	8	1	1	\$ 94.68	
Powdersville Library	8	1	1	\$ 94.68	
Public Safety	8	1	2	\$ 167.09	
Sheriffs Dept.	8	1	1	\$ 94.68	
Sheriffs Dept. Fleet	8	1	2	\$ 167.09	
Solid Waste	6	1	1	\$ 77.25	
Center of Excellence	8	1	1	\$ 94.68	
Roads & Bridges	40 yd. RO	2		\$ 130.00	per pull
Humane Society	8	1	1	\$ 94.68	
Townsend Building	8	1	2	\$ 167.09	



For More Information, Please Call 1-800-451-7262  
or 800-277-6500 ext. 100 or visit us online at [www.republicservices.com](http://www.republicservices.com)

August 14<sup>th</sup>, 2019

Mr. Robert E. Carroll  
Anderson County Purchasing Department  
101 South Main Street, Room 115  
Anderson, SC 29624  
RFP-#20-001

Dear Mr. Carroll,

Thank you for the opportunity to respond to your RFP #20-001. We appreciate your responsiveness and answers to the questions we submitted in preparing this submittal. **Republic Services** is a leading provider of recycling and waste solutions in Anderson County, as well as the Upstate of South Carolina and across the country. We currently have 143 employees serving the Upstate 21 of which reside in Anderson County.

Republic Services is committed to our communities and the municipalities we service. Our promise of "We'll handle it from here!" is not just a phrase it is the essence of our commitment to exemplary service, communication and value to our customers. As a part of this proposal we will be installing all new containers and adding 5 new trucks to our fleet for the performance of this project.

We look forward to working with you and developing a public private partnership that benefits and enhances the recycling/waste services of Anderson County.

Thank you,

Norman Chandler  
Sales Manager  
Republic Services

Solid Waste Contracted Hauling and Services  
Anderson County, South Carolina

Tuesday, August 13, 2019  
Solicitation; 20-001

Addendum D-Cost Proposal Information

Haul Price Per Pickup / Per Service	\$	287.00	Per Haul
Lift Price Per Commercial Container	\$	33.20	Per Lift



# ANDERSON COUNTY SOLID WASTE

## HAULING COMPARISON

	2014-2015		2015-2016		2016-2017		2017-2018		2018-2019		2019-2020	
July	511	\$64,314.46	512	\$59,904.00	547	\$63,999.00	600	\$70,200.00	648	\$75,816.00	708	\$82,836.00
August	484	\$60,916.24	491	\$57,447.00	550	\$64,350.00	593	\$69,381.00	617	\$72,189.00	648	\$75,816.00
September	458	\$57,643.88	451	\$52,767.00	522	\$61,074.00	546	\$63,882.00	556	\$65,052.00	584	\$68,328.00
October	441	\$55,504.26	457	\$53,469.00	544	\$63,648.00	550	\$64,350.00	607	\$71,019.00	668	\$78,156.00
November	381	\$47,952.66	428	\$50,076.00	522	\$61,074.00	522	\$61,074.00	536	\$62,712.00	552	\$64,584.00
December	478	\$60,161.08	497	\$58,149.00	535	\$62,595.00	532	\$62,244.00	545	\$63,765.00	567	\$66,339.00
January	445	\$52,065.00	444	\$51,948.00	489	\$57,213.00	558	\$65,286.00	587	\$68,679.00	599	\$77,870.00
February	364	\$42,588.00	456	\$53,352.00	507	\$59,319.00	508	\$59,436.00	519	\$60,723.00	622	\$80,860.00
March	518	\$60,606.00	615	\$71,955.00	608	\$71,136.00	627	\$73,359.00	646	\$75,582.00	746	\$96,980.00
April	518	\$60,606.00	560	\$65,520.00	591	\$69,147.00	644	\$75,348.00	700	\$81,900.00	723	\$93,990.00
May	518	\$60,606.00	521	\$60,957.00	572	\$66,924.00	616	\$72,072.00	665	\$77,805.00	700	\$91,000.00
June	546	\$63,882.00	553	\$64,701.00	592	\$69,264.00	643	\$75,231.00	632	\$73,944.00	725	\$94,250.00
<b>TOTAL</b>	5662	\$686,845.58	5985	\$700,245.00	6579	\$769,743.00	6939	\$811,863.00	7258	\$849,186.00	7842	\$971,009.00

Revised

9/19/2019

9/19/2019

\*July - December, 2018 - Rate \$117

\*January - June, 2019 - Rate \$130

# ANDERSON COUNTY SOLID WASTE 4, 6 and 8 YARD CONTAINER COST

## 2017-2018

3761.57  
3491.47  
4227.83  
4221.77  
4062.19  
3917.39  
3788.25  
3738.97  
3707.33  
3722.26  
4195.38  
3733.06

46567.47

## 2018-2019

3768.60  
3912.35  
3581.67  
4243.08  
4262.88  
4164.70  
3751.64  
3685.90  
4480.87  
3812.90  
4279.36  
3631.86

47575.81

## Service Agreement with County of Anderson Fleet Services.

This agreement is between a municipal, state or hybrid funded public agency that operates within the confines of Anderson County.

The following cost is intended only to help cover the costs of performing the maintenance and repairs to the agencies vehicles and or equipment as requested by the agency.

Parts Markup: None, we will charge the cost of the part along with the Anderson County 7% tax rate.

Tire Markup: 10% above the cost of the tire. Anderson County has adopted a Michelin branded tire agreement and we will install that brand of tire when possible. Any All-Terrain type tires will be in the BFG brand also produced by Michelin. All other oddities will be handled on a case by case basis.

Labor Rate: 45 Dollars Per Hour

Shop Supplies: 5 % of the bill total will be charged to shop supplies. This will Max at 15 dollars for those invoices that are very high. The reason for this is to cover items that are not normally billed. Examples are tire repair items, wheel weights, washer fluid.

Warranty Repairs: We will provide a 30-day warranty on parts/repairs that are determined to be the result of improper installation, workmanship or part failure as long as the part has a manufacturer warranty.

Oil Changes/Services: We charge a flat labor rate of 30 dollars for this type of maintenance. This only applies to Light duty type vehicles. Examples: Pickup Trucks, Sedans and SUV's. This includes an oil change, tire rotation and complete vehicle inspection. This amount only covers the labor cost and any oil filters, air filters or oils will be charged as required. Any items found from the inspection will be addressed with the agency to authorize repair approval.

Outside Repairs: If outsourcing is required we will discuss with the agency as to the reason and they will be given the option to handle that repair themselves or have Fleet Services handle it. We will charge our agreed labor rate for the transport to and from the outsourced vendor. The cost of the repair from the vendor will not be marked up.

If you agree to the terms listed below, please sign and date below:

Agency Name:

Address of Agency:

Phone Number and email address:

Person to Authorize Repairs:

Signature:



# MEMORANDUM

## ANDERSON COUNTY ROADS AND BRIDGES

**DATE:** 09/18/2019

**TO:** Rusty Burns  
County Administrator

**FROM:** MATT HOGAN  
Roads and Bridges Manager

**SUBJECT:** REQUEST TO HIRE VACANT POSITIONS

Mr. Burns,

I'm requesting to hire for two of the 13 vacant positions I have in the Roads and Bridges department. I have identified two individuals that will bring lots of value to my department and Anderson County. It's hard to find suitable skilled labor in our industry, and I don't want these two to get away. The Roads and Bridges Department has several upcoming projects along with routine maintenance and could use more help.

One of these positions would be a Heavy Equipment Operator and would come in at the minimum of pay grade 105(\$4,658). The other position I'm requesting is a Truck Driver B, and they would be coming in starting at \$30,500. Thank you for considering my request.

**Tommy Dunn**  
Chairman, District 5

**Craig Woolen**  
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

**Rita Davis**

---

**From:** Holt Hopkins  
**Sent:** Thursday, September 19, 2019 9:56 AM  
**To:** Rita Davis  
**Subject:** FW: Equipment Operator Vacancy at the Starr Landfill

Holt

**From:** Holt Hopkins  
**Sent:** Tuesday, June 25, 2019 9:57 AM  
**To:** Rusty Burns <[rburns@andersoncountysc.org](mailto:rburns@andersoncountysc.org)>  
**Cc:** Dava Singleton <[dsingleton@andersoncountysc.org](mailto:dsingleton@andersoncountysc.org)>  
**Subject:** Fwd: Equipment Operator Vacancy at the Starr Landfill

I realize we're under a hiring freeze, but is there anyway we can let Greg hire for this position? It's critical to the operation at the landfill.

Holt

Sent from my iPhone

Begin forwarded message:

**From:** Greg Smith <[gdsmith@andersoncountysc.org](mailto:gdsmith@andersoncountysc.org)>  
**Date:** June 25, 2019 at 8:22:04 AM EDT  
**To:** Holt Hopkins <[hhopkins@andersoncountysc.org](mailto:hhopkins@andersoncountysc.org)>  
**Cc:** Tommy Whitaker <[twhitaker@andersoncountysc.org](mailto:twhitaker@andersoncountysc.org)>  
**Subject:** Equipment Operator Vacancy at the Starr Landfill

The Starr Landfill has an Equipment Operator vacancy due to the resignation of Steven Partridge on May 30, 2019. When the Landfill is at full-staff, we only have 5 employees to run the landfill which includes 1 Landfill Supervisor, 1 Administrative Assistant and 3 Equipment Operators. All these positions are need to keep the landfill in DHEC regulatory compliance. We are inspected by DHEC once a month on a routine inspection. The Starr Landfill operates 6 days a week. We are also about to begin construction of the new C&D Landfill and converting the LCD Landfill into a C&D Landfill so that we can increase the capacity on that side. We have a lot of work ahead of us in the next year and really need the Equipment Operator position filled. The Solid Waste Department is an enterprise fund and not a general fund department. I would like to respectfully request that we be able to post and hire the vacant position of equipment operator at the Starr Landfill due to it being a crucial position for the department. Thank you for your consideration with this matter.

Thanks,  
Greg Smith





# MEMORANDUM

## ANDERSON COUNTY SOLID WASTE

### DEPARTMENT

**DATE:** September 19, 2019

**TO:** Rusty Burns, Administrator

**FROM:** Greg Smith, Solid Waste Director

**CC:** Holt Hopkins, Deputy Administrator

**SUBJECT:** Request to Hire Vacant Positions

The Solid Waste Department would like to respectfully request to hire 1 Landfill Equipment Operator for the Starr Landfill and 2 Part-time Ambassadors for our Wren Recycling Center.

The Starr Landfill has an Equipment Operator vacancy due to the resignation of an employee back in May 2019. When at full staff the landfill only has 5 Full-Time employees in which 3 are Landfill Operators. All these positions are needed to keep the landfill in DHEC regulatory compliance. We are inspected by DHEC each month for routine inspections. The Starr Landfill operates 6 days a week. We are also about to begin construction of the new C&D Landfill and Converting the LCD Landfill into a C&D Landfill so that we can increase the capacity on that side for the LCD.

The Solid Waste and the Roads and Bridges staff renovated the Wren Recycling Center to add a compactor and 3 Part-time employees due to the high volume of residents and recyclables. We have also had issues of illegal dumping at the site. We move all of the 8-yard containers to the Hurricane Springs Park temporarily for the renovation. We need to remove

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Brett Sanders**  
Council District 4

**Cindy Wilson**  
Council District 7

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

**Gracie Floyd**  
Council District 2

**Jimmy Davis**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

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



# MEMORANDUM

ANDERSON COUNTY DEPARTMENT NAME | PAGE 2

those 8-yard containers and operate the renovated site. We need to hire 2 Part-time Ambassadors to open the site.

The Solid Waste Department would once again like to respectfully request that we hire the vacant Landfill Operator Position and the 2 Part-time Ambassador positions. We would appreciate County Council consideration in this matter.

**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



## Public Safety Committee

### Committee Members:

The Honorable Ray Graham, Chairman

The Honorable Craig Wooten

The Honorable Jimmy Davis

Friday, September 20, 2019 at 11:30 a.m.

Historic Courthouse- 2<sup>nd</sup> Floor  
Conference Room

- |   |                              |
|---|------------------------------|
| 1. Call to Order:                               | Chairman S. Ray Graham       |
| 2. Invocation and Pledge of Allegiance:         | Councilman Mr. Brett Sanders |
| 3. 2019 LEMPG Grant:                            | Lieutenant David Baker       |
| 4. 2019 VOCA Grant:                             | Captain Ross Brown           |
| 5. 2019 State Homeland Security Program Grants: |                              |
| a. 19SHSP03                                     | Captain Ross Brown           |
| b. 19SHSP10                                     | Captain Ross Brown           |
| c. 19SHSP17                                     | Mr. Terry King               |
| 6. Body- Worn Camera Grant:                     | Captain Ross Brown           |
| 7. 2019 JAG Grant :                             | Captain Ross Brown           |
| 8. Adjournment:                                 |                              |

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Brett Sanders**  
Council District 4

**Cindy Wilson**  
Council District 7

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

**Gracie Floyd**  
Council District 2

**Jimmy Davis**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

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

PO Box 8002, Anderson, South Carolina 29622-8002 | [www.andersoncountysc.org](http://www.andersoncountysc.org)

**ANDERSON COUNTY**  
SOUTH CAROLINA



# **ANDERSON COUNTY GRANT FISCAL IMPACT FORM**

**2018-2023 FISCAL IMPACT**

Dept

5212

Emergency Services

**Grant Name:** Local Emergency Mgmt Performance Grant  
**Grant Number:** 2019 LEMPG  
**Grant Period:** 7/1/2019 - 6/30/2020  
**Grant Award:** \$75,771

**Address/ Location:**  
 200 Bleckley St.  
 Anderson, SC 29624

**Area Served:**  
 Anderson County

**Council District:** All

**Project Manager:** Lt. David Baker  
**Contact Number:** (864) 260-4197

**Justification:**

With this year's LEMPG funds, we have submitted request for the following expenditures. These have been approved by SC Emergency Management Division (SCEMD).

**Grant Description:**

The purpose of the LEMPG Program is to make grants to states to assist state, local, tribal and territorial governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). Title VI of the Stafford Act authorizes FEMA to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the federal government and the states and their political subdivisions. The federal government, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title so that a comprehensive emergency preparedness system exists for all hazards.

1. Travel expenses to attend emergency management training opportunities (i.e. SCEMA workshop, SCEMD courses, IAEM, etc).
2. Supplies to support exercises and daily activities such as notebooks, printing, food, paper, folders, etc.
3. Salary reimbursement for eligible personnel who have passed required training courses for emergency management.
4. CERT supplies: Funding for CERT this year is included with the annual LEMPG grant per SC EMD.
5. A Small unmanned aircraft to aid in situational awareness during response to emergencies and natural disasters to gain an aerial view when assessing damage and conducting searches.

This grant requires a 50% match annually which is met through reporting salaries of eligible Emergency Management personnel.

COSTS	Grant Award Amount	Ongoing Grant Commitments						Cumulative Operational Costs
		FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	
Personnel	50,039	75,771						75,771
Operating Cost	18,732							0
Contractual Costs								0
Insurance Costs								0
Capital Costs	7,000							0
<b>Total</b>	<b>75,771</b>	<b>75,771</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>75,771</b>
FTE (new)								
<b>Source of Funds</b>								
LEMPG grant 2019	75,771							75,771
50% Match - Met through reporting Emergency Services department salaries & fringes		75,771						75,771
								0
								0
<b>Total Funds</b>	<b>75,771</b>	<b>75,771</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>151,542</b>

Form approved for submission by:

 9-6-19

Date Approved by Finance Committee: \_\_\_\_\_

Date Approved by County Council: \_\_\_\_\_

8/12/2019

### GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: 5212

GRANT NAME: 2019 LEMPG

GRANT NUMBER: 19EMPG01

PROJECT MGR: David Baker

CONTACT NUMBER: (864) 260-4197

CAPITAL ITEM  
REQUESTED: Small unmanned aircraft

LOCATION WHERE  
CAPITAL ITEM WILL BE  
USED: Emergency Management Office

DETAIL DESCRIPTION  
AND PURPOSE FOR  
CAPITAL ITEM:

Small unmanned aircraft purchased for emergency management purposes.  
The SUAS will aid in situational awareness during response for acts of terrorism  
and/or natural disasters or emergencies. It would allow operators and Emergency  
Management staff to gain an aerial view when assessing damage and conducting  
search and rescue missions related to disasters and emergency incidents.

AMOUNT: \$7,000.00


NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?  
(If yes fill in the information below)

YES ☐ NO  
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.

SIGNATURE OF DEPARTMENT MANAGER:



SIGNATURE OF DIVISION DIRECTOR:

\_\_\_\_\_



**SOUTH CAROLINA  
EMERGENCY MANAGEMENT DIVISION  
2779 Fish Hatchery Road  
West Columbia, SC 29172-2024**

---

**GRANT AWARD**

**SUBRECIPIENT:** Anderson County Emergency Services Division

**DATE:** July 26, 2019

**GRANT PERIOD:** 07/01/19 – 06/30/20

**PROGRAM NAME:** LEMPG

**CFDA No.:** 97.042

**GRANT NO:** 19EMPG01

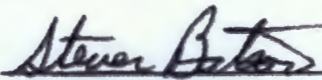
**TOTAL AWARD:** \$75,771

---

The South Carolina Emergency Management Division, Office of the Adjutant General, under the Department of Homeland Security and South Carolina Law Enforcement Division Grant No. 19EMPG01, hereby awards to the aforementioned *SUBRECIPIENT* a federal award in the amount shown above. This amount is inclusive of the Anderson County project award(s) as specified in the *FY-2019 Local Emergency Management Performance Grant* application. Additionally, this award includes the amount, if requested, for the CERT program. The CERT work and amount must also be included in the scope of work and budget worksheets. This grant award is subject to the terms and conditions set forth in the application.

The grant shall become effective as of the date of award and upon return of an original signed copy of this document by the *SUBRECIPIENT*'s designated official(s) to the South Carolina Emergency Management Division. This award must be accepted within thirty (45) days from the above date. It is agreed that quarterly progress, finance and other reports, as required by the South Carolina Emergency Management Division, must be submitted in accordance with the Terms and Conditions of the award.

The *SUBRECIPIENT*, hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements to include **equipment accountability** as set forth in 2 Code of Federal Regulations (CFR) 200, as they relate to the application acceptance and use of federal funds.



Steven Batson, Chief of Staff  
South Carolina Emergency Management Division  
Office of the Adjutant General

**Acceptance for the SUBRECIPIENT:**

  
County Administrator/Manager

Date: 8/12/2019

**STATE OF SOUTH CAROLINA  
EMERGENCY MANAGEMENT DIVISION  
OFFICE OF THE ADJUTANT GENERAL**

Grant #: 19EMPG01

Project Title: 97.042 Emergency Management Performance Grant

Project Period Begins: July 1, 2019

Ends: June 30, 2020

County Name: Anderson

County Number: 7

U.S. Congressional District: 3

Name and Address of Implementing Agency:

Anderson County Emergency Services Division

200 Bleckley Street

Anderson, SC 29625

(Area) Phone #: 864-332-5732

(Area) Fax #:

Type of Application

☒ Initial☐ Revision

Revision Date:

Organization Type

☐ State☒ County☐ City☐ Private

**COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION – SEE INSTRUCTIONS**

**BUDGET: USE WHOLE DOLLARS ONLY! (For Example: \$1,500 NOT \$1,500.00)**

a. <u>Budget Categories</u>	<u>FEDERAL</u>	<u>AGENCY MATCH</u>	<u>TOTAL</u>
Personnel	\$50,039	\$75,771	\$125,810
Contractual Services	\$0	\$0	\$0
Travel	\$4,050	\$0	\$4,050
Equipment	\$7,000	\$0	\$7,000
Supplies	\$7,682	\$0	\$7,682
Other	\$0	\$0	\$0
TOTAL	\$68,771	\$75,771	\$144,542
CERT	\$7,000	\$0	\$7,000
GRAND TOTAL	\$75,771	\$75,771	\$151,542
PERCENTAGE:	50%	50%	100%

APPROPRIATION OF NON-GRANTOR MATCHING FUNDS

☐ State☒ County☐ City☐ Other (Explain): **Matching funds from Non-Federal Origin**

EMD FORM LEMPG		BUDGET DESCRIPTION				Page 2
<b>ELIGIBLE COSTS (see Page 4)</b>						
<b>CATEGORIES</b>						
<b>I. PERSONNEL</b>						
<b>A. Salaries</b>			<b>MATCHING FUNDS</b>			
<b>Name</b>	<b>Title</b>	<b>FEDERAL</b>	<b>CASH</b>	<b>IN-KIND</b>	<b>TOTAL</b>	
Anita Donley	Emergency Management Administrative Assistant	\$38,000	\$0	\$0	\$38,000	
David Baker	Emergency Preparedness Director	\$0	\$67,830	\$0	\$67,830	
<b>Total Salaries:</b>		\$38,000	\$67,830	\$0	\$105,830	
<b>EMPLOYER CONTRIBUTIONS (Fringe Benefits)</b>		\$12,039	\$7,941	\$0	\$19,980	
<b>Total Fringe Benefits:</b>		\$12,039	\$7,941	\$0	\$19,980	
<b>TOTAL PERSONNEL:</b>		\$50,039	\$75,771	\$0	\$125,810	
<b>II. CONTRACTUAL SERVICES (Itemized)</b>						
<b>TOTAL CONTRACTUAL SERVICES:</b>		\$0	\$0	\$0	\$0	
<b>III. TRAVEL (Itemized)</b>						
Registration		\$1,000	\$0	\$0	\$1,000	
Hotel/Lodging		\$1,800	\$0	\$0	\$1,800	
Mileage/Fuel/Travel Costs		\$500	\$0	\$0	\$500	
Meals		\$750	\$0	\$0	\$750	
<b>TOTAL TRAVEL:</b>		\$4,050	\$0	\$0	\$4,050	



CATEGORIES						
<b>V. EQUIPMENT (\$1,000 or more per Unit)</b>						
<ul style="list-style-type: none"> <li>• Itemize – DO NOT USE BRAND NAME.</li> <li>• DO NOT include leased or rented items.</li> </ul>						
ITEM	FEMA AEL #	QTY	FEDERAL	CASH	IN-KIND	TOTAL
Small Unmanned Aircraft	03OE-07-SUAS		\$7,000	\$0	\$0	\$7,000
<b>TOTAL EQUIPMENT:</b>			\$7,000	\$0	\$0	\$7,000
<b>VI. SUPPLIES (Describe)</b>						
Office Supplies/Meals/Training Materials			\$7,682	\$0	\$0	\$7,682
<b>TOTAL SUPPLIES:</b>			\$7,682	\$0	\$0	\$7,682
<b>VII. OTHER: (Itemize)</b>						
<b>TOTAL OTHER:</b>			\$0	\$0	\$0	\$0
<b>VIII. CERT: (Itemize)</b>						
Cert Supplies			\$7,000	\$0	\$0	\$7,000
<b>TOTAL CERT:</b>			\$7,000	\$0	\$0	\$7,000

List items under each Budget Category heading. Explain exactly how each item in your budget will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided. Please identify detailed items that will be supported with EM Project funds.

**PERSONNEL:**

Emergency Management Director: Performs complex supervisory, administrative, technical and professional work in planning, organizing, directing, and supervising the Emergency Management Division. Plans and directs all aspects of the Emergency Management Division for Anderson County as directed on a day to day basis by the Sheriff. Emergency Management Administrative Assistant: Performs a variety of clerical, secretarial, and administrative work in keeping official records, providing administrative support to staff, performing a variety of clerical duties, and assisting in the administration of standard operating policies and procedures of the department.

**CONTRACTUAL SERVICES:****TRAVEL:**

Funds to be utilized to attend the SCEMA Conference and other Emergency Management related training, certification classes, workshops, and conferences. Estimates are for registrations, hotels, meals, & other travel costs for employees to attend.

**EQUIPMENT:**

Small unmanned aircraft purchased for emergency management purposes. The SUAS will aid in situational awareness during response for acts of terrorism and/or natural disasters or emergencies. It would allow operators and Emergency Management staff to gain an aerial view when assessing damage and conducting search and rescue missions related to disasters and emergency incidents.

**SUPPLIES:**

Office supplies, meals, and training materials for exercises & training hosted and/or conducted by Emergency Management for citizen outreach and awareness or staff training and development. These supplies may also be used in daily department operations to include, but not limited to, paper, notebooks, toner, file folders, printing, labeling supplies, sheet protectors, presentation folders, flashlights, preparedness kits, brochures, etc.

**OTHER:****CERT:**

Funds to purchase CERT supplies including training/outreach material, CERT kits, preparedness supplies, etc as a continued effort to support, enhance, and expand the volunteer CERT team.





## Grant Summary

<b>Grant Name &amp; Number:</b>	2019 Victims of Crime Act (VOCA) - 1V17097
<b>Awarding Agency:</b>	SC Department of Public Safety
<b>Grant Period:</b>	October 1, 2019 - September 30, 2020
<b>Grant Award:</b>	Requested \$207,774
<b>Grant Match:</b>	20% match - met through salaries of two Victim's Advocate positions already paid by ACSO
<b>Project Manager:</b>	Demika Schlabach & Captain Andrew Tribble

<b>Grant Program Description:</b>	<p>The Victims of Crime Act (VOCA) was signed into law on October 12, 1984. The purpose of the Act was to enhance and expand direct services to victims of crime. The Act established within the U.S. Treasury a separate account known as the Crime Victims Fund. The fund is not supported by tax dollars but rather is generated entirely by fines, penalty assessments, and forfeited bonds collected by the federal government. The U.S. Department of Justice, Office for Victims of Crime (OVC) makes annual VOCA crime victim assistance grants to states from the Crime Victims Fund housed in the U.S. Treasury. The Department of Crime Victim Assistance Grants (DCVAG) within the Office of the Attorney General is designated as the administering agency for sub-recipient issued with funds from VOCA. In South Carolina, the primary purpose of VOCA is to support the provision of direct services to victims of violent crime throughout the state. The program goal is to provide federal funding through grant awards to certified private non-profit organizations and public/government agencies for projects that will provide, enhance, improve, and expand direct services to victims of violent crime. Direct services are defined as those efforts that (1) respond to the emotional and physical needs of crime victims; (2) assist primary and secondary victims of crime to stabilize their lives after victimization; (3) assist victims to understand and participate in the criminal justice system; and (4) provide victims of crime with a measure of safety. A crime victim is defined as a person who has suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime. Secondary victims of crime include family members of a homicide victim, a minor, an incompetent victim, or a victim who is physically or emotionally incapacitated as a result of the crime.</p>
<b>Grant Purpose:</b>	<p>This is a continuation grant request to continue to provide personnel, supplies, mileage, and training for another year to enhance direct services available to victims/witnesses of crime and their families within the jurisdiction of Anderson County and the municipalities of Belton, Honea Path, Iva, Pendleton, Pelzer, and Williamston. The project will support efforts to ensure those victimized by crime are prepared to successfully cope with the traumatic effects of being involved in the criminal justice system.</p>



## Budget Summary

Category	Description	Federal Amount	Match Amount
Personnel	Continued support for 3 positions already being funded with 2018 VOCA grant funds	\$181,555	
Personnel	Match - two positions already funded by ACSO		\$54,576
Translation Services	Translation services for non-English speaking and deaf clients	\$1,500	
Travel	Lodging, Mileage, & Per Diem for VS providers to attend training in order to obtain and/or maintain certifications	\$15,034	
Supplies - Cell Phone Service	For advocates funded by the grant	\$1,600	
Supplies - Infant Car Seats/ Booster Seats	To safely transport child victims or children of victims if needed	\$600	
Supplies - Office	For performance of daily duties	\$1,200	
Supplies - Print Services	For brochures, posters, and other material to be used to educate the public on victims services available	\$1,250	
Registration	For training to obtain/maintain provider certifications	\$2,325	
Supplies - Stuffed animals, toys, games	To soothe and/or amuse children while providing services to victims	\$300	
Supplies - VA Case Management Software	Software to document victims served and types of services provided	\$2,410	
<b>Total</b>		<b>\$207,774</b>	<b>\$54,576</b>

Section Navigation -

## State Funding Agency (SFA) Use Only

Version Number \*

Original - 2019

Grant Number

—

App Number

AV19159

Project Title \*

Victim Services for Anderson County

Amount Approved

—

Amount Requested

207774

Status Reason

Submitted

Crime Victim Services Division | Department of Crime Victim  
Assistance Grants  
Edgar Brown Building | 1205 Pendleton Street  
Room 401 | Columbia, South Carolina 29201



## Grant Application

### 1. Agency Addresses FEIN, DUNS Numbers

**FEIN Number**

57-6000303

**DUNS Number**

098400906

**Agency Account \***

Anderson County Sheriff's Office

### 2. Addresses to be Served

Address Type	Street Address	Street Address	City	State	Zip Code	County	Agency Account	Created On	SC Judicial Circuit District
↑	1	2							

There are no records to display.

### 3. Grant Period

**Grant Starting Period \***

October 1, 2019

**Grant Ending Period \***

September 30, 2020

### 4. Project Title (100 Characters Maximum)

Victim Services for Anderson County

### 5. Project Summary (300 Characters Maximum)

The purpose of this project is to provide personnel, supplies, and training to enhance and expand direct services available to victims/witnesses of crime and their families within the jurisdiction of Anderson County and the municipalities of Belton, Honea Path, Iva, Pendleton, Pelzer, and Williamston. The project will ensure those victimized by crime are prepared to successfully cope with the traumatic effects of being involved in the criminal justice system.

### 6. Type of Application

**Type of Application**

Continuation

**Grant Year \***

2019/2020

**Year of Funds**

2

### 7. Organization Type

**Organization Type \***

County



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**8. Budget Summary (Read-Only)**

<b>Grantor Personnel</b>	<b>Agency Match Personnel</b>	<b>Personnel Total</b>
\$181,555.00	\$54,576.00	\$236,131.00
<b>Grantor Contractual Services</b>	<b>Agency Match Contractual Services</b>	<b>Contractual Services Total</b>
\$1,500.00	\$0.00	\$1,500.00
<b>Grantor Travel</b>	<b>Agency Match Travel</b>	<b>Travel Total</b>
\$15,034.00	\$0.00	\$15,034.00
<b>Grantor Equipment</b>	<b>Agency Match Equipment</b>	<b>Equipment Total</b>
\$0.00	\$0.00	\$0.00
<b>Grantor Other</b>	<b>Agency Match Other</b>	<b>Other Total</b>
\$9,685.00	\$0.00	\$9,685.00
<b>Grantor Total</b>	<b>Agency Match Total</b>	<b>Total</b>
\$207,774.00	\$54,576.00	\$262,350.00
<b>Grantor Percentage</b>	<b>Agency Match Percentage</b>	<b>Total Percentage</b>
79.19	20.80	100

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**9. Appropriation of Non-Grantor Matching Funds****Non-Grantor Matching Funds Source**

Other

**Other Source of Non-Grantor Matching Funds (Explain) (2,000 Maximum)**

In-kind matching funds reflect a portion of salaries designated to the currently employed Victim Advocates.

## Budget Description

### Personnel Salaries and Matching Funds

Budget Line Item Name ↑	Budget Line Item Category	Personnel Salaries Grantor Total	Personnel Salaries In-Kind Total	Personnel Salaries Cash Total	Personnel Salaries Total	Personnel Salaries Total	Budget Category and Matching Funds	Budget Line Item Narrative
In Kind Match	Personnel		\$54,576				Victim Services for Anderson County	In-kind matching funds reflect a portion of salaries designated for the current Victim Advocates. Continuation of the positions is vital to the success of the grant project. Each victim service provider will be dedicated to this project 100% of the time
Law Enforcement Victim Advocate	Personnel	\$41,000					Victim Services for Anderson County	Salaries: Grant funds are requested for 12-month salaries for 3 victim service providers: Victim Services Specialist, Law Enforcement Victim Advocate, and Bilingual Law Enforcement Victim Advocate. In-kind matching funds reflect a portion of salaries designated for the current Victim Advocates. Continuation of the positions is vital to the success of the grant project. Each victim service provider will be dedicated to this project 100% of the time EMPLOYER CONTRIBUTIONS (FRINGE BENEFITS) Calculated according to Anderson County's Policy as noted below: Social Security 6.20% Medicare 1.45% Retirement 15.56% Worker's Compensation 3.30 % Health Insurance \$11,400 per person Duties of the grant project personnel will include providing information to victims regarding their rights and services as well as coordinating services between the courts, local domestic violence shelters, local children's advocacy centers, the Solicitor's Office, and other organizations who provide services for victims. Victim Service Providers funded with this grant will offer assistance to victims of crime within the jurisdictions of Anderson County, Belton, Iva, Pendleton, West Pelzer, and Williamston; from initial contact to final outcome. Grant administration costs are calculated at 10% of total salary and fringe benefits for individuals supervising management, reporting, and monitoring of grant project.

Budget Line Item Name ↑	Budget Line Item Category	Personnel Salaries Grantor Total	Personnel Salaries In-Kind Total	Personnel Salaries Cash Total	Personnel Salaries Total	Personnel Salaries Total	Budget Category and Matching Funds	Budget Line Item Narrative
Law Enforcement Victim Advocate (Bilingual)	Personnel	\$42,840					Victim Services for Anderson County	Salaries. Grant funds are requested for 12-month salaries for 3 victim service providers: Victim Services Specialist, Law Enforcement Victim Advocate, and Bilingual Law Enforcement Victim Advocate. In-kind matching funds reflect a portion of salaries designated for the current Victim Advocates. Continuation of the positions is vital to the success of the grant project. Each victim service provider will be dedicated to this project 100% of the time. EMPLOYER CONTRIBUTIONS (FRINGE BENEFITS) Calculated according to Anderson County's Policy as noted below: Social Security 6.20% Medicare 1.45% Retirement 15.56% Worker's Compensation 3.30 % Health Insurance \$11,400 per person Duties of the grant project personnel will include providing information to victims regarding their rights and services as well as coordinating services between the courts, local domestic violence shelters, local children's advocacy centers, the Solicitor's Office, and other organizations who provide services for victims. Victim Service Providers funded with this grant will offer assistance to victims of crime within the jurisdictions of Anderson County, Belton, Iva, Pendleton, West Pelzer, and Williamston; from initial contact to final outcome. Grant administration costs are calculated at 10% of total salary and fringe benefits for individuals supervising management, reporting, and monitoring of grant project.



Budget Line Item Name ↑	Budget Line Item Category	Personnel Salaries Grantor Total	Personnel Salaries In-Kind Total	Personnel Salaries Cash Total	Personnel Salaries Total	Personnel Salaries Total	Budget Category and Matching Funds	Budget Line Item Narrative
Law Enforcement Victim Services Specialist	Personnel	\$32,640					Victim Services for Anderson County	Salaries: Grant funds are requested for 12-month salaries for 3 victim service providers: Victim Services Specialist, Law Enforcement Victim Advocate, and Bilingual Law Enforcement Victim Advocate. In-kind matching funds reflect a portion of salaries designated for the current Victim Advocates. Continuation of the positions is vital to the success of the grant project. Each victim service provider will be dedicated to this project 100% of the time. EMPLOYER CONTRIBUTIONS (FRINGE BENEFITS) Calculated according to Anderson County's Policy as noted below: Social Security 6.20% Medicare 1.45% Retirement 15.56% Worker's Compensation 3.30 % Health Insurance \$11,400 per person Duties of the grant project personnel will include providing information to victims regarding their rights and services as well as coordinating services between the courts, local domestic violence shelters, local children's advocacy centers, the Solicitor's Office, and other organizations who provide services for victims. Victim Service Providers funded with this grant will offer assistance to victims of crime within the jurisdictions of Anderson County, Belton, Iva, Pendleton, West Pelzer, and Williamston; from initial contact to final outcome. Grant administration costs are calculated at 10% of total salary and fringe benefits for individuals supervising management, reporting, and monitoring of grant project.

**Grantor Personnel**

\$181,555.00

**Agency Match Personnel**

54576

**Personnel Totaled**

236131

**Employer Contributions (Fringe Benefits)**

Budget Line Item Name ↑	Budget Line Item Category	Employer Contributions Grantor Total	Employer Contributions In-Kind Total	Employer Contributions Cash Total	Employer Contributions Total	Budget Category and Matching Funds	Budget Line Item Narrative
Employer Contributions	Employer Contributions (Fringe Benefits)	\$65,075.00	\$0.00	\$0.00	\$65,075.00	Victim Services for Anderson County	

**Grantor Employer Contribution**

**Agency Match Employer Contribution**

**Employer Contributions Totaled**

## Contractual Services

Budget Line Item Name ↑	Budget Line Item Category	Contractual Services Grantor	Contractual Services In-Kind	Contractual Services Cash	Contractual Services Total	Budget Category and Matching Funds	Budget Line Item Narrative	
Language Translation	Contractual Services	\$1,500	\$0	\$0	\$1,500.00	Victim Services for Anderson County	Translation Services for non-English speaking and deaf clients	▼
		<b>Grantor Contractual Services</b>			<b>Agency Match Contractual Services</b>		<b>Contractual Services Totaled</b>	
		1500			0		1500	

## Travel

Budget Line Item Name ↑	Budget Line Item Category	Travel (Grantor)	Travel (In-Kind)	Travel (Cash)	Travel Total	Budget Category and Matching Funds	Budget Line Item Narrative	
Lodging	Travel	\$7,732				Victim Services for Anderson County	Lodging: For victim service providers and volunteers to attend at least two trainings in order to obtain and/or maintain Victim Service Provider certification. Trainings will include South Carolina Victim Rights Week and one additional regional training (TBD).	▼
Mileage	Travel	\$5,800				Victim Services for Anderson County	Mileage for approximately 10,000 miles, calculated at the 2019 IRS mileage rate of 58 cents per mile. Traveled while handling client needs, delivering victim services, and traveling to and from training sessions.	▼
Per Diem	Travel	\$1,502				Victim Services for Anderson County	Per Diem: Estimated rate for meals while attending overnight trainings	▼
		<b>Grantor Travel</b>			<b>Agency Match Travel</b>		<b>Travel Totaled</b>	
		15034			0		15034	

## Equipment (\$1,000 or more per unit)

Budget Line Item Name ↑	Budget Line Item Category	Equipment Grantor Total	Equipment In-Kind Total	Equipment Cash Total	Equipment Total	Budget Category and Matching Funds	Budget Line Item Narrative	
There are no records to display.								
		<b>Grantor Equipment</b>			<b>Agency Match Equipment</b>		<b>Equipment Totaled</b>	
		0			0		0	

## Other (Itemize)

Budget Line Item Name ↑	Budget Line Item Category	Other (Itemized) Grantor Total	Other (Itemized) In-Kind Total	Other (Itemized) Cash Total	Other Employer Contributions (Itemize)	Budget Category and Matching Funds	Budget Line Item Narrative	
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Budget Line Item Name ↑	Budget Line Item Category	Other (Itemized) Grantor Total	Other (Itemized) In-Kind Total	Other (Itemized) Cash Total	Other Employer Contributions (Itemize)	Budget Category and Matching Funds	Budget Line Item Narrative	
Cell Phone Service	Other (Itemize)	\$1,600	\$0	\$0		Victim Services for Anderson County	12-month cell phone service as an alternate source of contact when not in the office to communicate with victims deputies, magistrates, prosecutors, and central dispatch	▼
Infant Car Seats/Booster Seats	Other (Itemize)	\$800				Victim Services for Anderson County	To safely transport children	▼
Office Supplies	Other (Itemize)	\$1,200	\$0	\$0		Victim Services for Anderson County	Office Supplies: For performance of daily duties. includes paper, note taking pages, hole-punch, postage folders, labels, pencils, pens, ink cartridges, staples, paper clips, binder clips, thumb tacks, tape, rubber bands, highlighters, facial tissues, 3-ring binders, notepads, notebooks, hanging files, flash drives, dry erase markers, white boards, erasers, correction tape, white-out, sheet protectors, envelopes, post-it notes, post-it tabs, and baby wipes	▼
Printing	Other (Itemize)	\$1,250				Victim Services for Anderson County	Printing costs for brochures, posters, and other relevant material to be used to promote victim services. All printing will be submitted to the State Funding Agency for approval prior to commitment of funds	▼
Registration	Other (Itemize)	\$2,325	\$0	\$0		Victim Services for Anderson County	Training Registrations Estimated fees for victim service providers and volunteers to attend required trainings to obtain/maintain Victim Service Provider certification.	▼
Stuffed animals, toys, games	Other (Itemize)	\$300				Victim Services for Anderson County	To soothe and amuse children while providing victim assistance	▼
Victim Advocate Case Management Software	Other (Itemize)	\$2,410	\$0	\$0		Victim Services for Anderson County	VSTracking software to document victims served and the types of services received. Monthly, quarterly, and yearly summary reports will be generated to document the services provided to victims	▼
		Grantor Other			Agency Match Other	Other Totaled		
		9685			0	9685		

# **ANDERSON COUNTY GRANT FISCAL IMPACT FORM**

**FY 2020-2025 FISCAL IMPACT**

Dept

5161

Sheriffs Office

**Grant Name:** FY 2019 State Homeland Security Program  
**Grant Number:** 19SHSP03  
**Grant Period:** 9/1/2019 - 8/31/2020  
**Grant Award:** \$39,500

**Address/ Location:**  
 305 Camson Rd.  
 Anderson, SC 29625

**Area Served:**  
 Anderson County

**Council District:** All

**Project Manager:** Captain Ross Brown  
**Contact Number:** (864) 260-4423

**Justification:**

This project will use awarded grant funding to maintain and enhance the capabilities of the Anderson County Sheriff's Office Bomb Squad/WMD team in the following areas. Each of these is a core requirement to meet DHS BOMB/WMD Team Typing Standards and is found on the Authorized Equipment List to meet DHS BOMB/WMD Team Typing Standards. This grant project will provide:

**Grant Description:**

State Homeland Security Program (SHSP) supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

- 1.) A replacement of an older EOD 9 Heavy Bomb Suit which was manufactured in 2005
- 2.) Wire Attack Special Piercer Probes to augment previously purchased electronics kits purchased in Second Line kits for bomb technicians.
- 3.) Funding to assist with to send two bomb technicians to Breaching training to further enhance interoperability with ACSO WMD SWAT team.
- 4.) Funding to be used for maintenance of previously purchased Remotec F6B and HD1 robots
- 5.) Funding to assist with expenses to cover annual exercise training requirements. This project will build on current Team capabilities and sustain current Team capabilities.

COSTS	Grant Award Amount	Ongoing Grant Commitments						Cumulative Operational Costs
		FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	
Personnel								0
Operating Cost	12,000.00							0
Contractual Costs								0
Insurance Costs								0
Capital Costs	27,500.00							0
<b>Total</b>	<b>39,500.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
FTE (new)								0
<b>Source of Funds</b>								
Grant Covers 100%. There is no match required.	39,500.00							39,500
								0
								0
								0
<b>Total Funds</b>	<b>39,500.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>39,500</b>

Form approved for submission by: 

Date Approved by Finance Committee: \_\_\_\_\_

Date Approved by County Council: \_\_\_\_\_

9/12/2019

### GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: 5912 - FEMA

GRANT NAME: FY2019 State Homeland Security

GRANT NUMBER: 19SHSP03

PROJECT MGR: Captain Ross Brown

CONTACT NUMBER: 864-260-4423

CAPITAL ITEM  
REQUESTED: (1)— EOD9 Bomb Suit

LOCATION WHERE  
CAPITAL ITEM WILL BE  
USED: Bomb Team

DETAIL DESCRIPTION  
AND PURPOSE FOR  
CAPITAL ITEM:

Requesting a tactical search suit to respond to WMD type events to replace one  
EOD 9 bomb suit and helmet. The ACSO bomb squad currently uses Med Eng EOD 9  
and Tac6 suits. One of the EOD 9 suits currently in use has a manufacture date of  
10/2005 and is in need of replacement.

AMOUNT: \$ 27,500.00

NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?

(If yes fill in the information below)

☒ YES ☐ NO  
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.

SIGNATURE OF DEPARTMENT MANAGER:



SIGNATURE OF DIVISION DIRECTOR:



ANDERSON COUNTY GRANT FISCAL IMPACT FORM								
<b>FY 2020-2025 FISCAL IMPACT</b>			Dept <b>5161</b>		Sheriffs Office			
<b>Grant Name:</b> FY 2019 State Homeland Security Program <b>Grant Number:</b> 19SHSP10 <b>Grant Period:</b> 9/1/2019 - 8/31/2020 <b>Grant Award:</b> \$70,000			<b>Address/ Location:</b> 305 Camson Rd. Anderson, SC 29625		<b>Area Served:</b> Anderson County		<b>Council District:</b> All	
<b>Project Manager:</b> Captain Ross Brown <b>Contact Number:</b> (864) 260-4423			<b>Justification:</b> Supports sustainment, maintenance and equipment upgrades to achieve typing standards for the Anderson Regional WMD SWAT team. . The ACSO Regional WMD/SWAT Team also needs the ability to put a 15-member operational element into a WMD/CBRN environment that would require the use of an SCBA. Capability to be Sustained Using DHS Support:					
<b>Grant Description:</b> State Homeland Security Program (SHSP) supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).			1) purchase 5 Self-Contained Breathing Apparatus for CBRN environments (MUST BE compatible with Avon FM54 APR and Avon PAPR Systems)  2) purchase 30 sets of communications headsets to replace existing outdated headsets  3) purchase 30 gas mask adapters to convert existing communications systems to allow use with APRs by plugging into the internal microphone of the APR  4) purchase 30 helmet suspension systems  5) purchase supplies for required annual training exercise and evaluation of other team(s) exercises for WMD/SWAT Team Training as requested and required by the SC WMD Exercise Program and HSEEP Standards.					
<b>COSTS</b>			<b>Ongoing Grant Commitments</b>					
	<b>Grant Award Amount</b>	<b>FY 19-20</b>	<b>FY 20-21</b>	<b>FY 21-22</b>	<b>FY 22-23</b>	<b>FY 23-24</b>	<b>FY 24-25</b>	<b>Cumulative Operational Costs</b>
Personnel								0
Operating Cost	14,800.00							0
Contractual Costs								0
Insurance Costs								0
Capital Costs	55,200.00							0
<b>Total</b>	<b>70,000.00</b>	0	0	0	0	0	0	0
<b>FTE (new)</b>								0
<b>Source of Funds</b>								
Grant Covers 100%. There is no match required.	70,000.00							70,000
								0
								0
								0
<b>Total Funds</b>	<b>70,000.00</b>	0	0	0	0	0	0	70,000

 Form approved for submission by: CRB

Date Approved by Finance Committee: \_\_\_\_\_

Date Approved by County Council: \_\_\_\_\_

### GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: 5912 - FEMA

GRANT NAME: FY2019 State Homeland Security

GRANT NUMBER: 19SHSP10

PROJECT MGR: Captain Ross Brown

CONTACT NUMBER: 864-260-4423

CAPITAL ITEM REQUESTED: (5)— Self-Contained Breathing Apparatus (SCBA)

LOCATION WHERE CAPITAL ITEM WILL BE USED: SWAT Team

DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM:

The SWAT team is requesting self-contained breathing apparatus (SCBA) for CBRN environments which must be compatible with Avon FM54 APR and AVON PAPR Systems to be fully NIOSH compliant for missions in CBRN Environments. These funds will help complete the goal of having a 15 member element capable of using SCBA respiratory protection during a WMD/CBRN event as requested by SLED DHS regional asset coordinators to meet our team typing standards.

AMOUNT: \$ 23,700.00

NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?

(If yes fill in the information below)

YES ☐ NO ☒  
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.

SIGNATURE OF DEPARTMENT MANAGER:



SIGNATURE OF DIVISION DIRECTOR:



### GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: 5912 - FEMA

GRANT NAME: FY2019 State Homeland Security

GRANT NUMBER: 19SHSP10

PROJECT MGR: Captain Ross Brown

CONTACT NUMBER: 864-260-4423

CAPITAL ITEM REQUESTED: (30)— Communications headsets

LOCATION WHERE CAPITAL ITEM WILL BE USED: SWAT Team

DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM:

The SWAT team is requesting communications headsets. These headsets provide required hearing protection and two-way communication between operators and are compatible with existing radio systems and other issued equipment. These funds will be used to purchase updated equipment to enhance critical communication between operators during WMD/CBRN events and other SWAT operations.

AMOUNT: \$ 31,500.00 (Approx \$1,050 each)

NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?

(If yes fill in the information below)

YES ☐ **NO** ☒  
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.

SIGNATURE OF DEPARTMENT MANAGER: \_\_\_\_\_

SIGNATURE OF DIVISION DIRECTOR: \_\_\_\_\_

# **ANDERSON COUNTY GRANT FISCAL IMPACT FORM**

## **FY 2020-2025 FISCAL IMPACT**

Dept

5161

Sheriffs Office

**Grant Name:** FY 2019 State Homeland Security Program  
**Grant Number:** 19SHSP17  
**Grant Period:** 9/1/2019 - 8/31/2020  
**Grant Award:** \$80,000

**Address/ Location:**  
 200 Bleckley St.  
 Anderson, SC 29625

**Area Served:**  
 Anderson County

**Council District:** All

**Project Manager:** Terry King  
**Contact Number:** (864) 844-0057

**Justification:**

The Anderson County HazMat Team through the Anderson County Sheriff's Office is requesting additional funding to ensure they are properly prepared to maintain and sustain the Regional WMD and HazMat Team typing standards. Specific capabilities that will be addressed include:

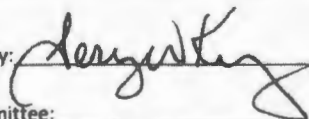
- 1) Replace 3 Level "A" chemical protective clothing which has reached end of service life.
- 2) Replace 2 CBRN certified Self-Contained Breathing Apparatus which has reached end of service life.
- 3) Replace 2 voice amplifier radio interface units which have reached end of service life.
- 4) Replace wireless, remote detectors (AreaRae) which are approaching end of service life (will no longer supported by manufacturer) with current model. Replace 1 of 4 units this year.
- 5) Replace 3 wireless multi-gas (4 gas with PID) detectors which have reached end of service life.
- 6) Replace thermal-imaging camera which has reached end of service life
- 7) Replace bio-threat assay reader damaged beyond repair.
- 8) Replace two combination gamma radiation detectors and dosimeters which have reached end of service life
- 9) Replace expired, consumable detection supplies (e.g., colorimetric tubes, bio-detection chips, etc.) and air-purifying respirator cartridges.
- 10) HSEEP compliant exercise support

**Grant Description:**

State Homeland Security Program (SHSP) supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

COSTS	Grant Award Amount	Ongoing Grant Commitments						Cumulative Operational Costs
		FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	
Personnel								0
Operating Cost	10,700.00							0
Contractual Costs								0
Insurance Costs								0
Capital Costs	69,300.00							0
<b>Total</b>	<b>80,000.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FTE (new)</b>								0
<b>Source of Funds</b>								
Grant Covers 100%. There is no match required.	80,000.00							80,000
								0
								0
								0
<b>Total Funds</b>	<b>80,000.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>80,000</b>

Form approved for submission by:



Date Approved by Finance Committee:

Date Approved by County Council:

9/12/2019

### GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: 5912 - FEMA

GRANT NAME: FY2019 State Homeland Security

GRANT NUMBER: 19SHSP17

PROJECT MGR: Terry King

CONTACT NUMBER: (864) 844-0057

CAPITAL ITEM  
REQUESTED: (3) — Saint-Gobain Level "A" OneSuit Pro 2

LOCATION WHERE  
CAPITAL ITEM WILL BE  
USED: HazMat Team

DETAIL DESCRIPTION  
AND PURPOSE FOR  
CAPITAL ITEM: Requesting Level "A" chemical protective clothing to replace current suits  
which has reached end of service life.

AMOUNT: \$ 4,500.00 (Approx \$1,500 each)

NOTE: Price should include taxes and shipping and handling charges.

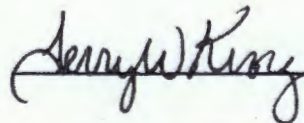
DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?

(If yes fill in the information below)

☒ YES ☐ NO  
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.  
The old units will be used as a trade-in on the new equipment if that option is available.

SIGNATURE OF DEPARTMENT MANAGER:



SIGNATURE OF DIVISION DIRECTOR:



### GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: 5912 - FEMA

GRANT NAME: FY2019 State Homeland Security

GRANT NUMBER: 19SHSP17

PROJECT MGR: Terry King

CONTACT NUMBER: (864) 844-0057

CAPITAL ITEM REQUESTED: (2) - Scott AP75 60min. SCBA CBRN certified

LOCATION WHERE CAPITAL ITEM WILL BE USED: HazMat Team

DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM: Replace CBRN certified Self-Contained Breathing Apparatus which has reached end of service life

AMOUNT: \$ 1,500.00 (Approx \$7,500 each)

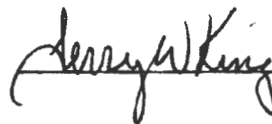
NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?  
(If yes fill in the information below)

☒ YES ☐ NO  
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.  
The old units will be used as a trade-in on the new equipment if that option is available.

SIGNATURE OF DEPARTMENT MANAGER:



SIGNATURE OF DIVISION DIRECTOR:

### GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: 5912 - FEMA

GRANT NAME: FY2019 State Homeland Security

GRANT NUMBER: 19SHSP17

PROJECT MGR: Terry King

CONTACT NUMBER: (864) 844-0057

CAPITAL ITEM REQUESTED: (2) - Scott Epic 2 voice amplifier with radio interface

LOCATION WHERE CAPITAL ITEM WILL BE USED: HazMat Team

DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM: Replace voice amplifier radio interface units for use with SCBA's which have reached end of service life.

AMOUNT: \$ 2,400.00 (Approx \$1,200 each)

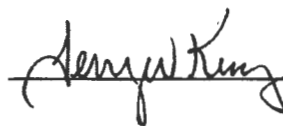
NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?  
(If yes fill in the information below)

☒ YES ☐ NO  
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.  
The old units will be used as a trade-in on the new equipment if that option is available.

SIGNATURE OF DEPARTMENT MANAGER:



SIGNATURE OF DIVISION DIRECTOR:



### GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: 5912 - FEMA

GRANT NAME: FY2019 State Homeland Security

GRANT NUMBER: 19SHSP17

PROJECT MGR: Terry King

CONTACT NUMBER: (864) 844-0057

CAPITAL ITEM REQUESTED: (1) - Rae Systems AreaRae Pro Wireless Remote Multigas monitor with GPS

LOCATION WHERE CAPITAL ITEM WILL BE USED: HazMat Team

DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM: Replace wireless, remote detectors (AreaRae) which are approaching end of service life (will no longer supported by manufacturer) with current model. Replace 1 of 4 units this year.

AMOUNT: \$ 15,000.00

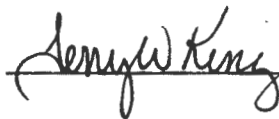
NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?  
(If yes fill in the information below)

☒ YES ☐ NO  
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.  
The old units will be used as a trade-in on the new equipment if that option is available.

SIGNATURE OF DEPARTMENT MANAGER:



SIGNATURE OF DIVISION DIRECTOR:

### GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: 5912 - FEMA

GRANT NAME: FY2019 State Homeland Security

GRANT NUMBER: 19SHSP17

PROJECT MGR: Terry King

CONTACT NUMBER: (864) 844-0057

CAPITAL ITEM REQUESTED: (3) - Rae Systems MultiRae Lite Wireless Multigas monitors

LOCATION WHERE CAPITAL ITEM WILL BE USED: HazMat Team

DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM: Replace wireless multi-gas (4 gas with PID) detectors which have reached end of service life

AMOUNT: \$ 18,000.00 (Approx \$6,000 each)

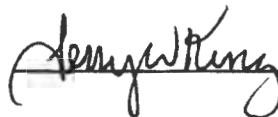
NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?  
(If yes fill in the information below)

☒ YES ☐ NO  
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.  
The old units will be used as a trade-in on the new equipment if that option is available.

SIGNATURE OF DEPARTMENT MANAGER:



SIGNATURE OF DIVISION DIRECTOR:

### GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: 5912 - FEMA

GRANT NAME: FY2019 State Homeland Security

GRANT NUMBER: 19SHSP17

PROJECT MGR: Terry King

CONTACT NUMBER: (864) 844-0057

CAPITAL ITEM REQUESTED: (1) - FLIR K33 Thermal Imaging Camera with vehicle mount

LOCATION WHERE CAPITAL ITEM WILL BE USED: HazMat Team

DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM: Replace thermal-imaging camera which has reached end of service life

AMOUNT: \$ 4,500.00

NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?

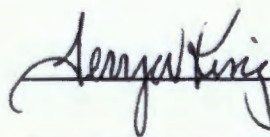
(If yes fill in the information below)

☒ YES ☐ NO  
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.  
The old units will be used as a trade-in on the new equipment if that option is available.

SIGNATURE OF DEPARTMENT MANAGER:

SIGNATURE OF DIVISION DIRECTOR:





### GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: 5912 - FEMA

GRANT NAME: FY2019 State Homeland Security

GRANT NUMBER: 19SHSP17

PROJECT MGR: Terry King

CONTACT NUMBER: (864) 844-0057

CAPITAL ITEM REQUESTED: (1) - NIDS 3000 Biothreat Detection System

LOCATION WHERE CAPITAL ITEM WILL BE USED: HazMat Team

DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM: Replace bio-threat assay reader damaged beyond repair.

AMOUNT: \$ 9,900.00

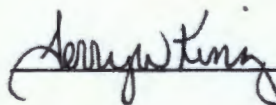
NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?  
(If yes fill in the information below)

☒ YES ☐ NO  
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.  
The old units will be used as a trade-in on the new equipment if that option is available.

SIGNATURE OF DEPARTMENT MANAGER:



SIGNATURE OF DIVISION DIRECTOR:

# ANDERSON COUNTY GRANT FISCAL IMPACT FORM

## 2020-2025 FISCAL IMPACT

		Dept	5161	--	Sheriff's Office
Grant Name:	Body-Worn Camera Fund	Address/ Location:	Area Served:	Council District:	
Grant Number:		305 Camson Rd.	Anderson County	All	
Grant Period:	8/21/2019	Anderson, SC 29625			
Grant Award:	\$29,940				

<b>Project Manager:</b> Captain Ross Brown <b>Contact Number:</b> 222-3969	<b>Justification:</b> The SC Department of Public Safety and SC Public Safety Coordinating Council award funding for body-worn cameras (BWC) and associated maintenance and storage pursuant to SC Code of Laws 23-1-240. The funding will be applied to initial purchases of equipment, storage, and/or maintenance indicated in the request for financial support. The request was for \$139,095 of which \$29,940 was awarded.
<b>Grant Description:</b> SC Code 23-1-240 essentially requires state and local law enforcement agencies, under direction of the Law Enforcement Training Council, to implement the use of body-worn cameras pursuant to guidelines established by the LETC. The "Body-Worn Camera Fund" is established, within the Department of Public Safety and administered by the Public Safety Coordinating Council, to assist police with the costs of buying, operating and maintaining all necessary equipment. In South Carolina the law requires all departments in the state to implement a body-worn camera program, but not until they receive full state funding.	

COSTS	Grant Award Amount	Ongoing Grant Commitments						Cumulative Operational Costs
		FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	
Personnel								0
Operating Cost								0
Contractual Costs								0
Insurance Costs								0
Capital Costs	29,940							29,940
<b>Total</b>	<b>29,940</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>29,940</b>
<b>FTE (new)</b>								<b>0</b>
<b>Source of Funds</b>								
2019 BWC Fund Award	29,940							29,940
						0		0
								0
								0
<b>Total Funds</b>	<b>29,940</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>29,940</b>

Form approved for submission by: 

Date Approved by Finance Committee: \_\_\_\_\_

Date Approved by County Council: \_\_\_\_\_

9/11/2019



## GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: Sheriff's Office

GRANT NAME: Body Worn Camera Fund GRANT NUMBER: Not Assigned until Awarded

PROJECT MGR: Ross Brown CONTACT NUMBER: 222-3969

CAPITAL ITEM REQUESTED: Body Worn Cameras (BWC) w/ accessories, licensing, & data storage

LOCATION WHERE CAPITAL ITEM WILL BE USED: ACSO Sworn Officers

### DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM:

The Anderson County Sheriff's Office is among the hundreds of jurisdictions around the country that seek to improve the efficiency of operations and investigations through the use of Body-Worn Cameras. This purchase will enhance the functional integrity of law enforcement activities, investigative techniques, and evidence-gathering procedures. ACSO has in place a BWC policy that has been approved by the S.C. Criminal Justice Academy, but currently, the ACSO has zero BWC's to put into service. The ACSO has secured a couple of grants for BWC, that will all aid in implementing the BWC program

AMOUNT: \$29,940.00

NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?  
(If yes fill in the information below)

YES ☐ **NO** ☒  
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.

SIGNATURE OF DEPARTMENT MANAGER:



SIGNATURE OF DIVISION DIRECTOR:



## South Carolina Department of Public Safety

Office of Highway Safety and Justice Programs

August 21, 2019

Sheriff Chad McBride  
Anderson County Sheriff's Office  
305 Camson Road  
Anderson, South Carolina 29623-5497

Dear Sheriff McBride,

On behalf of the South Carolina Public Safety Coordinating Council and the South Carolina Department of Public Safety, I am pleased to announce that your agency will be receiving funding for body-worn cameras (BWC) and associated maintenance and storage in the amount of \$29,940.00. This funding is being provided pursuant to SC Code of Laws §23-1-240 and may be applied to the initial purchase or reimbursement of equipment, storage, and/or maintenance as indicated in your agency's BWC Request for Financial Support document submission.

Enclosed please find a Cash Award document relative to funding that your agency is receiving for the purchase and/or reimbursement of body-worn cameras, storage, and/or maintenance. Also enclosed is a document outlining conditions associated with the receipt and use of these funds.

Please sign the Cash Award document, which affirms your acceptance of the award and your understanding of an agreement to abide by the conditions for receiving and using the award, and return the document to the address below within 30 days of receipt of this communication.

South Carolina Department of Public Safety  
Office of Highway Safety and Justice Programs  
Post Office Box 1993  
Blythewood, South Carolina 29016  
ATTN: Mr. Johnny Price

Thank you for your prompt attention to this matter. Should you have any questions, please do not hesitate to contact Mr. Johnny Price, who serves as our BWC Program Coordinator, at 803-896-7789, or by email at [JohnAPrice@scdps.gov](mailto:JohnAPrice@scdps.gov). Congratulations on your agency's award.

Sincerely,

John Westerhold  
OHSJP Director

cc: Johnny Price

Attachments

**BODY-WORN CAMERAS FUND  
CASH AWARD CONDITIONS**

**AWARDED AGENCY:** Anderson County Sheriff's Office

**AWARD DATE:** August 21, 2019

**AUTHORIZED SIGNATURE ON THE BODY-WORN CAMERAS FUND CASH AWARD DOCUMENT IS INDICATIVE OF THE AWARDED AGENCY UNDERSTANDING AND AGREEING TO THE STATED CONDITIONS BELOW.**

\*\*\*\*\*

- 1) This award is contingent upon approval and availability of funds from the state funding source.
- 2) The signed BWC Cash Award document must be sent to the Office of Highway Safety and Justice Programs (OHSJP) within 30 days of the Date of Award specified on the Cash Award document.
- 3) Documentation of purchases for equipment, storage, and/or maintenance, whether initial purchase or reimbursement, must be submitted, after all items have been ordered, received, and paid, to the OHSJP as soon as possible. Documentation should demonstrate clearly that any and all procurement procedures operative within your agency have been followed.
- 4) Funds awarded to the agency may only be used for the intended purpose (i.e., purchase of body-worn camera equipment, maintenance, and/or storage) of the award. Funds awarded are subject to audit by the awarding agency.
- 5) Funds shall not be used to purchase printers or laptops.

\*\*\*\*\*

**FOR OHSJP USE ONLY**

\*\*\*\*\*

NO.	ASSIGNED TO	CLEARED BY	DATE	NO.	ASSIGNED TO	CLEARED BY	DATE
2	SA			4	SA		
3	SA						



SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS  
P. O. BOX 1993  
BLYTHEWOOD, SOUTH CAROLINA 29016

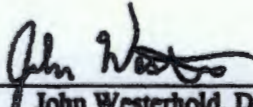
**BODY-WORN CAMERAS FUND**

**CASH AWARD**


**Award Recipient:** Anderson County Sheriff's Office  
**Date of Award:** August 21, 2019  
**Amount of Award:** \$29,940.00

Pursuant to the SC Code of Laws, §23-1-240, the South Carolina Public Safety Coordinating Council (SCPSCC) has been given oversight of the funding and disbursement of the "Body-Worn Cameras (BWC) Fund." The legislation states that the SCPSCC "...shall oversee the fund...and disburse the funds in a fair and equitable manner, taking into consideration priorities in funding." In accordance with the above, your agency is being awarded funding to be used for the purchase of body-worn cameras, and/or associated storage/maintenance.

This agreement shall become effective as of the Date of Award, contingent upon the return of this form to the Office of Highway Safety and Justice Programs, signed by the Chief/Sheriff/Director (Official Authorized to Sign) in the space provided below. This award must be returned to the Office of Highway Safety and Justice Programs within 30 days of the Date of Award.

  
\_\_\_\_\_  
John Westerhold, Director  
Office of Highway Safety and Justice Programs

**ACCEPTANCE OF FUNDING**

  
\_\_\_\_\_  
Signature of Official Authorized to Sign

**This award is subject to the attached conditions.**

**2019 Financial Support Request  
for Law Enforcement Professionals  
Body-Worn Cameras Fund**

**RECEIVED**

To access available funds contained within the Body-Worn Camera (BWC) Fund and under the authority of the SC Public Safety Coordinating Council, eligible agencies/offices are requested to provide the information below to the Office of Highway Safety and Justice Programs (OHSJP) of the SC Department of Public Safety. Please attach your agency's current BWC policy and the letter indicating approval of said policy from the SC Law Enforcement Training Council with this form. The deadline for submitting this form to OHSJP is May 1, 2019. The form and accompanying documentation should be submitted to the attention of Mr. Johnny Price, Office of Highway Safety and Justice Programs - SC Department of Public Safety, P.O. Box 1993 Myrtlewood, SC 29516. Forms and accompanying documentation may be submitted in hard copy, scanned and e-mailed to [BWCfund@scdps.gov](mailto:BWCfund@scdps.gov), or faxed to (803) 896-9978.

Name of Agency: Anderson County Sheriff Date: 3/5/2019  
Address: 305 Camson Road Anderson, SC 29625  
Point-of-Contact (rank/name/phone number): Ross Brown, Captain ALSO  
Cell phone number: 864-844-3042 Email: cbrown@andersonsheriff.com

1. Total number of certified, uniformed officers in the agency: 175
2. Total number of officers to be assigned BWC (i.e., number of uniformed officers whose primary function is to answer calls for service and interact with the public, or officers who have a reasonable expectation that they will): 120
3. Total number of BWC currently in use by your Agency: 0
4. Has your agency received any funding (local, state and/or federal sources) in the past for BWC?  
Yes ☒ No ☐ If yes, how much has been received? Two \$60,000 grants, expending pending.
5. Please provide the type of storage your agency is using and annual cost:  
Server-based \_\_\_\_\_ Annual cost for server-based storage: \_\_\_\_\_  
Cloud-based ☒ Annual cost for cloud-based storage: \$56,160.00  
Other: \_\_\_\_\_ Annual cost for "other" storage: \_\_\_\_\_  
(Please identify type)

6. Fill in the chart below with amount(s) requested based on the funding type(s) requested, the number of cameras requested in Item B, and a Grand Total Funding Request in the last row of the chart.

FUNDING TYPE	AMOUNT REQUESTED
A. Reimbursement for previously-purchased BWC, storage, and/or maintenance. (Purchase must be on or subsequent to July 1, 2015. Please attach supporting purchase documentation.)	\$
B. Initial purchase or replacement of BWC Camera & license (Number of cameras requested <u>120</u> )	\$ <u>104,535</u>
C. Initial purchase of BWC equipment, data storage and/or maintenance.	\$ <u>34,560</u>
Grand Total Funding Request	\$ <u>139,095</u>

I attest that the information contained in this document is accurate to the best of my knowledge.

Sheriff Chad M. Bride

Printed Name and Title  
Chief/Sheriff/Director

[Signature]  
Signature  
Chief/Sheriff/Director

Captain C. Ross Brown

Printed Name and Title  
Authorized Financial Officer

[Signature]  
Signature  
Authorized Financial Officer



# ANDERSON COUNTY GRANT FISCAL IMPACT FORM

## 2020-2025 FISCAL IMPACT

Dept

5161

Sheriff's Office

**Grant Name:** 2019 Justice Assistance Grant  
**Grant Number:** Not Yet Assigned  
**Grant Period:** Oct 1, 2018 - Sept 30, 2022  
**Grant Award:** \$60,902

**Address/ Location:**  
 305 Camson Rd.  
 Anderson, SC 29625

**Area Served:**  
 Anderson County

**Council District:**

All

**Project Manager:** Captain Ross Brown  
**Contact Number:** 222-3969

### Justification:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG-funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

This grant is allocated annually to local governments based on their proportion of the state's 3-year violent crime average and population. The grant requires NO MATCH to be expended.

With funds from this year's allocation, we would like to fund a few projects for the Sheriff's Office. The ACSO plans to fund the purchase of body-worn cameras along with storage and licensing for each. With this grant, we estimate purchasing about 14 cameras with accessories & necessary storage/licensing. The dive team requests a wireless communication system including one 2-channel surface station and twelve transceivers. The SWAT team requests four bipods with adapters for rifles, thirty pairs of protective gloves with padding and safety glasses, one FLIR thermal imaging device, and eight pairs of binoculars. The Bomb team requests four dual-cap crimpers, one digital backlit galvanometer, and four cutabiners.

Ongoing commitments will include continued licensing and storage for cameras and footage, but the cost is dependent upon what package and vendor is selected.

COSTS	Grant Award Amount	Ongoing Grant Commitments						Cumulative Operational Costs
		FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	
Personnel								0
Operating Cost	13,352							13,352
Contractual Costs								0
Insurance Costs								0
Capital Costs	47,550							47,550
<b>Total</b>	<b>60,902</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60,902</b>
FTE (new)								0
Source of Funds								
2019 OJP JAG Grant	60,902							
						0		0
								0
								0
<b>Total Funds</b>	<b>60,902</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60,902</b>

Form approved for submission by: CRB

Date Approved by Finance Committee: \_\_\_\_\_

Date Approved by County Council: \_\_\_\_\_

### GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: Sheriff's Office

GRANT NAME: Justice Assistance Grant (JAG)

GRANT NUMBER: Not Assigned  
until Awarded

PROJECT MGR: Ross Brown

CONTACT NUMBER: 222-3969

CAPITAL ITEM  
REQUESTED: (approx 14) Body Worn Cameras (BWC) w/ accessories, licensing, & data storage

LOCATION WHERE  
CAPITAL ITEM WILL BE  
USED: ACSO Sworn Officers

DETAIL DESCRIPTION  
AND PURPOSE FOR  
CAPITAL ITEM: The Anderson County Sheriff's Office is among the hundreds of jurisdictions around the country that seek to improve the efficiency of operations and investigations through the use of Body-Worn Cameras. This purchase will enhance the functional integrity of law enforcement activities, investigative techniques, and evidence-gathering procedures. ACSO has in place a BWC policy that has been approved by the S.C. Criminal Justice Academy, but currently, the ACSO has zero BWC's to put into service. The ACSO has secured a couple of grants for BWC, that will all aid in implementing the BWC program

AMOUNT: \$33,000.00

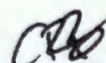
NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?  
(If yes fill in the information below)

YES ☐ **NO** ☒  
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.

SIGNATURE OF DEPARTMENT MANAGER: \_\_\_\_\_



SIGNATURE OF DIVISION DIRECTOR: \_\_\_\_\_



### GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: Sheriff's Office

GRANT NAME: Justice Assistance Grant (JAG)

GRANT NUMBER: Not Assigned  
until Awarded

PROJECT MGR: Ross Brown

CONTACT NUMBER: 222-3969

CAPITAL ITEM  
REQUESTED: (1) FLIR Thermal Device

LOCATION WHERE  
CAPITAL ITEM WILL BE  
USED: ACSO SWAT Team

**DETAIL DESCRIPTION  
AND PURPOSE FOR  
CAPITAL ITEM:**

Many of SWAT's operations occur in low-light or no-light conditions. The team has used thermal imaging frequently in the past to locate and arrest felony suspects, as well as survey an area to scan for threats. The use of this camera would enable the operator to scan dark places from extended distances and detect the heat sources that suspects emit, potentially saving lives. The FLIR system has an extended range and is a quality product in the tactical realm.

AMOUNT: \$2,550.00

NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?  
(If yes fill in the information below)

YES ☐ **NO** ☒  
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.

SIGNATURE OF DEPARTMENT MANAGER: \_\_\_\_\_

SIGNATURE OF DIVISION DIRECTOR: \_\_\_\_\_

## GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: Sheriff's Office

GRANT NAME: Justice Assistance Grant (JAG) GRANT NUMBER: Not Assigned until Awarded

PROJECT MGR: Ross Brown CONTACT NUMBER: 222-3969

CAPITAL ITEM REQUESTED: (1) Wireless Communications System

LOCATION WHERE CAPITAL ITEM WILL BE USED: ACSO Dive Team

DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM: The ACSO Dive Team is requesting to add the wireless communications system to its capabilities. This will allow the team to communicate diver to diver and shore to diver. The added safety level this gear can provide is invaluable. The team on the surface needs to communicate with a diver sometimes to relay what is happening on the surface and vice versa. The person on the surface can let the diver know of any new developments or emergencies, letting him know to stay down longer, or when to come up which can avoid possible injuries if there is boat traffic to avoid. A a diver can also communicate if he is entangled and needs help. The two channel system allows the team to communicate with other teams when needed or avoid interference by using its own channel.

AMOUNT: \$12,000.00

NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?  
(If yes fill in the information below)

YES ☐ NO ☒  
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.

SIGNATURE OF DEPARTMENT MANAGER: \_\_\_\_\_

SIGNATURE OF DIVISION DIRECTOR: \_\_\_\_\_



**ITEM # MODEL OR DESCRIPTION****QTY Grant Budget****Body-worn Cameras**

1	Camera & accessories including mounts, cables, controllers, docks, etc.	14	\$	15,000.00
2	Licenses and data storage plan	14	\$	18,000.00
				<b>\$ 33,000.00</b>

**DIVE TEAM**

1	SP-100D-2 buddy phone 2 channel surface station (wireless comm)	1	\$	1,500.00
2	buddy phone through-water transceivers (Wireless Comm)	12	\$	10,500.00
				<b>\$ 12,000.00</b>

**SWAT team**

1	Harris model HBLMS Bipods, 9"-13" with leg notches &	4	\$	800.00
2	Harris RBA-1 Quick Detach Bipod Adapters	4		
3	Mechanix Impact Multicam gloves (30 pair total)	30	\$	1,080.00
4	Oakley M-Frame Array Safety Glasses (30 Pair total)	30	\$	6,960.00
5	FLIR LSXR Thermal Device	1	\$	2,550.00
6	Steiner Predator 10x42 binoculars	8	\$	3,440.00
				<b>\$ 14,830.00</b>

**Bomb Team**

1	Dual-cap crimpers	4	\$	440.00
2	Digital Backlit Galvanometer	1	\$	232.00
3	Cutabiners	4	\$	400.00
				<b>\$ 1,072.00</b>

Total Requests

**\$ (60,902.00)**

Grant Award

60,902.00



## Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

(DOJ Financial Guide, Section 3.10)

### A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate &amp; amount of time devoted to the project for each name/position.</i>						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total(s)						\$0	\$0	\$0
Narrative								

Purpose Area #4

<b>B. Fringe Benefits</b>						
<b>Name</b> <i>List each grant-supported position receiving fringe benefits.</i>		<b>Computation</b> <i>Show the basis for computation.</i>				
		<b>Base</b>	<b>Rate</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>
				\$0		\$0
<b>Total(s)</b>				<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Narrative</b>						

Purpose Area #4

C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people travelling.</i>						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
			N/A					\$0		\$0
<b>Total(s)</b>								<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Narrative</b>										



Purpose Area #4

D. Equipment					
Item	Computation				
List and describe each item of equipment that will be purchased	Compute the cost (e.g., the number of each item to be purchased X the cost per item)				
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
<b>Total(s)</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Narrative					

Purpose Area #4

<b>E. Supplies</b>					
<b>Supply Items</b> <i>Provide a list of the types of items to be purchased with grant funds.</i>		<b>Computation</b> <i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>			
	<b># of Items</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>
A) Camera & accessories including mounts, cables, controllers, docks, etc.	14	\$1,071.42	\$15,000		\$15,000
A) Licenses and data storage plan	14	\$1,285.71	\$18,000		\$18,000
B) Bipods with leg notches & Quick Detach Bipod Adapters	4	\$200.00	\$800		\$800
C) Mechanix Impact Multicam gloves	30	\$36.00	\$1,080		\$1,080
D) Oakley M-Frame Array Safety Glasses	30	\$232.00	\$6,960		\$6,960
E) FLIR Thermal Device	1	\$2,550.00	\$2,550		\$2,550
F) 10x42 binoculars	8	\$430.00	\$3,440		\$3,440
G) Dual-cap crimpers	4	\$110.00	\$440		\$440
G) Digital Backlit Galvanometer	1	\$232.00	\$232		\$232
G) Cutabiners	4	\$100.00	\$400		\$400
H) buddy phone through-water transceivers (Wireless Comm)	12	\$875.00	\$10,500		\$10,500
H) SP-100D-2 buddy phone 2 channel surface station (wireless comm)	1	\$1,500.00	\$1,500		\$1,500
<b>Total(s)</b>			<b>\$60,902</b>	<b>\$0</b>	<b>\$60,902</b>
<b>Narrative</b>					



#### Purpose Area #4

- A) BWCs with associated hardware, warranties, licenses, data storage, etc to enhance the functional integrity of law enforcement activities, investigative techniques, office safety, and evidence-gathering procedures.
- B) The SWAT mission is evolving in Anderson County and experience has dictated the need for quick deployment of precision rifles during tactical situations to gain real-time intelligence and, if needed, for precision marksmanship. These bipods/adapters offer adjustments and range of motion that we currently do not have.
- C) During SWAT missions, gloves are invaluable in protecting the operator from hazards, including contaminated clothing and objects that would injure the operator. The gloves requested feature additional padding on the knuckles and back of the hand offering an additional layer of protection.
- D) Eye protection for the SWAT team that offer interchangeable lenses with the same frame allowing use of the appropriate lens for each application.
- E) The thermal device will aid in SWAT operations during low-light or no-light conditions, which present a disadvantage & danger to the operators. This device has an extended range enabling the operator to scan dark places from extended distances and detect the heat sources that suspects emit.
- F) SWAT's missions have evolved to include covert surveillance over the past few years and the team is currently inadequately equipped in its 30-man team for long-range surveillance. The requested binoculars are a good compact size with ample magnification.
- G) The crimpers, galvanometer, cutabners would be used by EOD bomb technicians during missions. The Explosive Ordnance Disposal Squad is a vital piece of the Sheriff's Office; they deploy with SWAT, along with their own missions. There has been a significant increase in incidents within our coverage area and mutual aid areas, and this equipment is essential for their success.
- H) The ACSO Dive Team requests wireless communications to complete the full face mask ensemble. The wireless communications request includes a two channel surface station and 12 transceivers. The two channel system is better suited for this team in order to be compatible with other teams in the area. Having two channels means the team can communicate with other teams if need be or switch to another channel to avoid interference.

Purpose Area #4

F. Construction						
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
<b>Total(s)</b>				<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Narrative						

Purpose Area #4

G. Subawards (Subgrants)								
Description	Purpose		Consultant?					
<i>Provide a description of the activities to be carried out by subrecipients.</i>	<i>Describe the purpose of the subaward (subgrant)</i>		<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>					
				<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>		
						\$0		
<b>Total(s)</b>				\$0	\$0	\$0		
Consultant Travel (if necessary)								
Purpose of Travel	Location	Type of Expense	Computation					
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>					
			<b>Cost</b>	<b>Duration or Distance</b>	<b># of Staff</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>
						\$0		\$0
<b>Total</b>						\$0	\$0	\$0
Narrative								
H. Procurement Contracts								
Description	Purpose		Consultant?					



Purpose Area #4

Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).		Describe the purpose of the contract		Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.				
					<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>	
							\$0	
				<b>Total(s)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>Consultant Travel (if necessary)</b>								
<b>Purpose of Travel</b> Indicate the purpose of each trip or type of trip (training, advisory group meeting)	<b>Location</b> Indicate the travel destination.	<b>Type of Expense</b> Hotel, airfare, per diem	<b>Computation</b> Compute the cost of each type of expense X the number of people travelling.					
			<b>Cost</b>	<b>Duration or Distance</b>	<b># of Staff</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>
						\$0		\$0
						<b>Total</b>	<b>\$0</b>	<b>\$0</b>
<b>Narrative</b>								
<b>I. Other Costs</b>								
<b>Description</b>			<b>Computation</b>					

Purpose Area #4

List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).		Show the basis for computation						
		Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
		<b>Total(s)</b>				\$0	\$0	\$0
<b>Narrative</b>								



Purpose Area #4

<b>J. Indirect Costs</b>					
<b>Description</b> <i>Describe what the approved rate is and how it is applied.</i>	<b>Computation</b> <i>Compute the Indirect costs for those portions of the program which allow such costs.</i>				
	<b>Base</b>	<b>Indirect Cost Rate</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>
			\$0		\$0
<b>Total(s)</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Narrative</b>					

# Budget Summary

## Budget Summary

*Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.*

	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$60,902	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,902
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Direct Costs</b>	\$60,902	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,902
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Project Costs</b>	\$60,902	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,902
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N										No	

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:  
DISTRICT: 3 and 7

Megan Rainey, Megan Rainey 9/13/19  
Signature Print Name Date



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

Oct 31, 2018

Anderson County School District Two  
Laura B Parnell  
10990 BELTON HONEA PATH HWY  
HONEA PATH, SC 296549506

RE: Exemption Confirmation

Charity Public ID: P27179

Dear Laura B Parnell :

**This letter confirms that the Secretary of State's Office has received and accepted your Application for Exemption. If you submitted your Application for Exemption using the Charities Online Filing System, this letter of confirmation has been issued pending further review by Division of Public Charities staff.**

The exemption for your charitable organization will expire on Nov 15, 2019. If any of the information on your Application for Exemption form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization. Additionally, if at any time your charitable organization no longer qualifies for an exemption, the organization must immediately register with the Secretary of State's Office. Please note that failure to comply with the registration provisions of the Solicitation of Charitable Funds Act may result in fines of up to \$2,000.00 for each separate violation.

If you have any questions or concerns, please visit our website at [www.sos.sc.gov](http://www.sos.sc.gov) or contact our office using the contact information below.

Sincerely,

Kimberly S. Wickersham  
Director, Division of Public Charities

RECREATION FUND APPROPRIATIONS  
APPLICATION FORM


WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 1, 2, 3, 4, 5 & 6

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

1. Name of entity requesting recreation fund appropriation:  
***PlaySafe***
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):  
***District 1 - \$1,000.00***  
***District 2 - \$1,000.00***  
***District 3 - \$1,000.00***  
***District 4 - \$1,000.00***  
***District 5 - \$1,000.00***  
***District 6 - \$1,000.00***  
***Total - \$6,000.00***
3. The purpose for which the funds are being requested:  
***Support Athletic Training Services in Middle/High Schools and the community at large in Anderson County (ASD 2, ASD 3, ASD4, ASD5).***
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.  
***Please see the attached SCSoS letter.***
5. Contact Person: ***John Crosby***  
Mailing Address: ***713 E. Greenville St Suite D Box 230 Anderson SC, 29621***  
Phone Number: ***864-278-0550 ext 412***  
Email: ***john.crosby@playsafesc.org***
6. Statement as to whether the entity will be providing matching funds:  
***Yes***

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

 _____ Signature	, <b><i>John W. Crosby</i></b> _____ Print Name	<b><i>9/23/19</i></b> _____ Date
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State of South Carolina  
Office of the Secretary of State  
The Honorable Mark Hammond

Nov 29, 2018

PlaySafe  
John W Crosby  
100 Healthy Way Suite 1200  
Anderson, SC 29621

RE: Registration Confirmation

Charity Public ID: P21062

Dear John W Crosby :

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

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

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

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

If you have any questions or concerns, please visit our website at [www.sos.sc.gov](http://www.sos.sc.gov) or contact our office using the contact information below.

Sincerely,

Kimberly S. Wickersham  
Director, Division of Public Charities

## PLAY SAFE

### Corporate Information

**Entity Type:** Nonprofit

**Status:** Good Standing

**Domestic/Foreign:** Domestic

**Incorporated State:** South Carolina

### Important Dates

**Effective Date:** 04/19/2011

**Expiration Date:** N/A

**Term End Date:** N/A

**Dissolved Date:** N/A

### Registered Agent

**Agent:** CHRIS CLEMOW

**Address:** 100 HEALTHY WAY SUITE 1200  
ANDERSON, South Carolina 29621

### Official Documents On File

Filing Type	Filing Date
Incorporation	04/19/2011