



**ANDERSON
COUNTY**
SOUTH CAROLINA

Tommy Dunn
Chairman
Council District 5

Brett Sanders
Vice Chairman
Council District 4

John B. Wright, Jr.
Council District 1

Vacant
Council District 2

Ray Graham
Council District 3

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
April 6, 2021 at 6:00 PM
Anderson County Historic Courthouse
101 South Main Street, Anderson, South Carolina 29624
Chairman Tommy Dunn, Presiding**

1. CALL TO ORDER:

2. RESOLUTIONS/ PROCLAMATION

- a. **R2021-006:** A resolution to recognize and honor Ella Froedje as the Distinguished Young Women of South Carolina.

Ms. M. Cindy Wilson (allotted 5 minutes)

- b. **R2021-009:** A Resolution to honor Anderson County 911 Telecommunicators during National Telecommunicators Week, recognize our telecommunicators as first responders; and other matters related thereto.

Mr. Tommy Dunn (allotted 5 minutes)

- c. **R2021-010** Resolution declaring April as Fair Housing Month

Mr. Tommy Dunn (allotted 5 minutes)

- d. **R2021-011:** A resolution supporting the Anderson Area Remembrance and Reconciliation Initiative; and other matters related thereto.

Mr. Tommy Dunn (allotted 5 minutes)

3. ADJOURNMENT:

**AGENDA
ANDERSON COUNTY
Tuesday, April 6, 2021 at 6:30pm
Anderson County Historic Courthouse
101 South Main Street, Anderson, South Carolina 29624
Chairman Tommy Dunn, Presiding**

1. CALL TO ORDER:

2. INVOCATION AND PLEDGE OF ALLEGIANCE:

Mr. Jimmy Davis

3. APPROVAL OF MINUTES:

March 2, 2021

March 16, 2021 not received

Agenda Matters only

4. CITIZENS COMMENTS:

5. ORDINANCE THIRD READING:

6. ORDINANCE SECOND READING:

7. ORDINANCE FIRST READING:

- a. **2021-018** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson county, South Carolina and [Project B4] with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; and other matters related thereto.

- b. **2021-019**: An Ordinance to amend Section 42-119 of the Code of Ordinances, Anderson County, South Carolina so as to add Section 42-119 (i) regarding community cat caregivers; and other matters related thereto.

Ms. M. Cindy Wilson (allotted 5 minutes)

- c. **2021-020**: An Ordinance to amend Section 2-632 of the Code of Ordinances, Anderson County, South Carolina so as to establish the membership, meeting requirements, and procedure of the purchasing review panel; and other matters related thereto. (Title Only)

Mr. Brett Sanders (allotted 5 minutes)

- d. **2021-021**: An Ordinance to amend section 10-63 of the Code of Ordinances, Anderson County, South Carolina, so as to establish the membership meeting requirements, and procedure of the construction board of adjustment and appeals; and other matter related thereto. (Title Only)

Mr. Brett Sanders (allotted 5 minutes)

- e. **2021-022**: an Ordinance to amend section 30-81, 30-82, and 30-83 of the Code of Ordinances, Anderson, South Carolina so as to dissolve the emergency medical services advisory committee by deleting these sections of the Code of Ordinances and reserving these sections for future use; and other matters related thereto. (title only).

Mr. Brett Sanders (allotted 5 minutes)

- f. **2021-023**: An Ordinance to Amend Section 38-314 of the Code of Ordinances, Anderson County, South Carolina so as to add Section 38-314 (e) regarding private road standards; and other matters related thereto (Title Only)

Mr. Jimmy Davis (allotted 5 minutes)

- g. **2021-024**: An Ordinance to approve the Ground Lease Agreement between Anderson County, South Carolina and TCTC Research Foundation, LLC for location of an asphalt research and laboratory at 1428 Pearman Dairy Road Facility owned by Anderson County; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- h. **2021-025**: An Ordinance to approve a governmental real estate lease between Anderson County, South Carolina and Tri-County Technical College Enterprise Campus Authority for a portion of the building located at 1428 Pearman Dairy Road for an Enterprise Campus; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

8. **RESOLUTIONS**:

- a. **2021-012**: A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project B-4, whereby, under certain conditions, Anderson County will execute a fee in lieu of tax and special source credit agreement with respect to an industrial project in the county whereby the project would be subject to payment of certain fees in lieu of taxes, and whereby project b4 will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure; and providing for related matters.

Mr. Burriss Nelson (allotted 5 minutes)

- b. **2021-013.** A Resolution expressing intent to cease county maintenance on and to authorize county consent to judicial abandonment and closure of Lakewood Lane designated as C-09-0033F; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

- c. **2021-014.:** A Resolution to approve a grant agreement through the Federal Aviation Administration Airport Coronavirus Response Grant Program for the Anderson regional airport; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

- d. **2021-015:** A Resolution to approve an Agreement for Executive and Administrative Services between Anderson County, South Carolina and Tri-County Technical College Enterprise Campus located at 1428 Pearman Dairy Road, Anderson, SC; and other matters related thereto.

Mr. Burris Nelson (allotted 5 minutes)

9. Council Approval for paving of Public Well Road and Pebblebrook Road

Mr. Rusty Buns (allotted 5 minutes)

10. Vehicle donations-

- a. Honea Path
- b. Belton

Mr. Rusty Burns (allotted 5 minutes)

11. BID APPROVAL :

- a. **BID # 21-048** Toxaway Mill Debris Pile
- b. **BID # 21-036** Chip Spreader

Mr. Robert Carroll (allotted 5 minutes)

12. TRANSFERS:

Ms. Rita Davis (allotted 5 minutes)

13. REQUESTS BY COUNCIL:

- American Legion Post #44 -District 3
- Piedmont Historical Preservation Society -District 6

(allotted 14 minutes)

14. ADMINISTRATORS REPORT:

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

15. CITIZENS COMMENTS:

16. REMARKS FROM COUNCIL:

17. 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 #R2021-006

A RESOLUTION TO HONOR AND RECOGNIZE ELLA FROEDGE AS THE 2021 DISTINGUISHED YOUNG WOMEN OF SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

Whereas, Ella Froedge was raised in Pelzer, South Carolina. She is currently a senior at Palmetto High School where she participates in various school activities such as soccer and track. She also enjoys volunteering and working with the children at the Kids Club in Belton; and,

Whereas, after graduation Ella plans to attend college majoring in Bio Medical Engineering with a specialization in Degenerative Brain disorders; and,

Whereas, on April 5, 2020 Ella was named the 2020 Distinguished Young Women of Anderson County receiving top scores in Scholastics, Interview and Self-Expression; and,

Whereas, on January 9, 2021, the statewide Distinguished Young Women Scholarship Program was held at the Lexington Municipal Building Ballroom in Lexington, South Carolina. Ella was one of 15 high school senior girls who competed to represent South Carolina. She received the highest scores in Talent, Physical Fitness and the Interview. Ella was as chosen as the 2021 Distinguished Young Woman of South Carolina and will receive multiple scholarships; and,

Whereas, as the Distinguished Young Women of 2021 Ella will represent the state attending public events and serving as a role model. She will be using the program message "Be Your Best Self" to encourage young children and her peers to step out of their comfort zone to become the best person you can be; and,

Whereas, In June 2021, Ella will travel to Mobile, Alabama to represent South Carolina in the Distinguished Young Women of America Nationals.

Whereas, the Anderson County Council is proud of our youth who demonstrate qualities of vision, leadership, dedication, and personal commitment. We are very proud of your achievements and wish you continued success in your future endeavors.

RESOLVED in a meeting duly assembled this 6th day of April 2021.

FOR ANDERSON COUNTY:

Tommy Dunn
District Five
ATTEST:

Ray Graham
District Three

M. Cindy Wilson
District Seven

Rusty Burns
County Administrator

M. Phyllis White
Assistant Clerk to Council

RESOLUTION #R2021-009

A RESOLUTION TO HONOR ANDERSON COUNTY 911 TELECOMMUNICATORS DURING NATIONAL TELECOMMUNICATORS WEEK, RECOGNIZE OUR TELECOMMUNICATORS AS FIRST RESPONDERS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, emergencies can occur at any time that require law enforcement, fire, or emergency medical services; and

WHEREAS, when an emergency occurs, the prompt response of law enforcement officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our law enforcement officers, firefighters and emergency medical services is dependent upon the quality and accuracy of information obtained from citizens who telephone the 911 communication center in Anderson County; and

WHEREAS, Anderson County 911 Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Anderson County 911 Telecommunicators are the single vital link for our law enforcement officers, firefighters and emergency medical technicians by monitoring their activities by radio, providing them information and ensuring their safety; and

WHEREAS, Anderson County 911 Telecommunicators have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and

WHEREAS, Anderson County 911 Telecommunicators are certified in advanced emergency medical dispatch qualifying them to offer a variety of potentially lifesaving instruction including CPR, bleeding control, choking, childbirth and airway maintenance over the telephone until paramedics arrive on the scene; and

WHEREAS, Anderson County 911 Telecommunicators have been recognized for their medical guidance and support as an emergency service provider to callers.

NOW, THEREFORE, BE IT RESOLVED, the Anderson County Council considers Anderson County 911 Telecommunicators "First Responders" as their information and life-saving instruction are critical to keeping our citizens, visitors and other first responders safe. Furthermore, Anderson County Council hereby proclaims the week of April 11-17, 2021, as "National Public Safety Telecommunicators Week" and join in honoring the men and women whose diligence and professionalism keep our citizens safe.

RESOLVED in a meeting duly assembled this 6th day of April 2021.

FOR ANDERSON COUNTY:

Tommy Dunn
Council Chairman

ATTEST:

Phyllis White
Assistant Clerk to Council

RESOLUTION 2021-010

**RESOLUTION DECLARING APRIL AS "FAIR HOUSING MONTH"
AND OTHER MATTERS RELATED THERETO.**

WHEREAS, the Anderson County Council desires that all its citizens be afforded the opportunity to attain a decent, safe, and sound living environment; and

WHEREAS, the Anderson County Council rejects discrimination on the basis of race, religion, color, sex, national origin, disability, and/or familial status in the sale, rental, and provision of other housing services; and

WHEREAS, the State of South Carolina enacted the South Carolina Fair Housing Law in 1989; and

WHEREAS, April is recognized nationally as Fair Housing Month;

NOW, THEREFORE, BE IT RESOLVED that Anderson County does hereby designate April 2021 as Fair Housing Month.

RESOLVED in meeting duly assembled this 6th day of April 2021.

ATTEST:

FOR ANDERSON COUNTY

Rusty Burns
County Administrator

Tommy Dunn, Chairman
Council District Five

Lacey Croegaert
Clerk to Council

APPROVED AS TO FORM:

Leon Harmon
Anderson County Attorney

RESOLUTION 2021-011

A RESOLUTION SUPPORTING THE ANDERSON AREA REMEMBRANCE AND RECONCILIATION INITIATIVE; AND OTHER MATTERS RELATED THERETO

WHEREAS, five victims of racial lynching in Anderson County from 1894 -1911 have been identified; and,

WHEREAS, the Anderson Area Remembrance and Reconciliation Initiative in partnership with the Equal Justice Initiative has launched a research project to find appropriate ways to foster dialogue, promote education and encourage conversations that will acknowledge the past and work toward a time when true fellowship prevails among people of all races in our community; and,

WHEREAS, the members of Anderson Area Remembrance and Reconciliation Initiative aim to raise awareness and inspire action through dialogue, community education, and public memorials; and

WHEREAS, increased awareness will lead to concrete policies and actions that will eliminate disparities and move us toward the goal of a “Beloved Community.”

WHEREAS, Anderson County wishes to be part of a national effort to create new spaces, markers and memorials that address the legacy of slavery, lynching and racial segregation;

NOW, THEREFORE, BE IT RESOLVED, that the Anderson County Council hereby offers its support for the efforts by the Anderson Area Remembrance and Reconciliation Initiative to memorialize the victims of lynching in Anderson County and promote awareness programs aimed at addressing racial inequities in our community.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

John B. Wright, Jr.
District One

Ray Graham
District Three

Brett Sanders, Vice-Chair
District Four

Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

M. Phyllis White
Assistant Clerk to Council

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
MARCH 2, 2021

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
RAY GRAHAM
JOHN WRIGHT
JIMMY DAVIS
BRETT SANDERS
CINDY WILSON

ALSO PRESENT:
RUSTY BURNS
LEON HARMON

1 TOMMY DUNN: At this time I'd like to
2 call the Anderson County Council regular meeting of
3 Tuesday, March 2nd to order. I welcome each and every
4 one of you here tonight. Thank y'all for coming. It's
5 good to be back on our regular schedule as far as time.
6 At this time before I ask Mr. Graham to lead us in
7 the invocation and pledge of allegiance, I'd ask us all
8 to rise. Please have a moment of silence and keep Mike
9 Holden's family in our thoughts and prayers. He's a
10 past councilman and he passed away earlier this week.

11 **MOMENT OF SILENCE**

12 **INVOCATION AND PLEDGE OF ALLEGIANCE BY RAY GRAHAM**

13 TOMMY DUNN: Thank you, Mr. Graham.
14 We'll be moving on now. The February 16 county
15 council minutes have not been received yet, so we won't
16 be approving those.

17 At this time we'll be moving into citizens
18 comments. When Mr. Harmon calls your name, please, for
19 the record step forward and please state your name and
20 address for the record. Address the chair. You have
21 three minutes. And please keep it on agenda items only
22 this first go-around. And you don't have to get right
23 on top of that mic. It'll pick you up. And I
24 appreciate everybody practicing social distancing and
25 wearing your mask. We appreciate that. Mr. Harmon.

26 LEON HARMON: Mr. Chairman, first
27 speaker is Teresa Morgan.

28 TERESA MORGAN: I'm Teresa Morgan. I
29 live at 334 Garren Road in Belton, South Carolina.
30 I've been at that residence for over thirty years.
31 I've been very involved with the landfill situation
32 since 1997. Anybody that moved into the community
33 after that, they don't really have anything to say to
34 you because they weren't there in the beginning and
35 they chose to move in around there, as far as I'm
36 concerned.

37 We've been through a lot of growth and a lot of
38 heartaches with the landfill. So before I go any
39 further, I do have nitroglycerin in my pocketbook.
40 There's an AEB around here somewhere. If you pass out
41 we'll throw you on the floor and put your legs up
42 because you're never going to believe what I'm about to
43 tell you.

44 I have never -- I don't want to live near a
45 landfill. I didn't move to -- that property has been
46 in my husband's family for over two hundred years, so
47 it wasn't like it was there before we were. And we've
48 had a lot of problems over the years. But I am finally
49 proud to say that we have Mr. Smith, Mr. Greg Smith --
50 Greg is back here -- he's done an amazing job of trying

1 to bring us together and trying to improve our
2 relationship. Ms. Wilson has been involved in all
3 this. Mr. Graham was there the other day when we had a
4 meeting. And now there's two gentlemen that I really
5 want to recognize because -- I can't believe I'm saying
6 this -- but I'm very proud of these men. They're Mr.
7 Shane Newcombe and Mr. Chris Coskner. Chris is the
8 manager and Shane is the regional director. We have
9 had numerous problems with trucks, with odors, with
10 garbage and everything else, which you have in your
11 memo here. These gentlemen have done an amazing job of
12 trying to take care of all those issues. I have them
13 on speed dial. So if anybody calls me in the community
14 with a problem, I turn right around and call them. And
15 within twenty-four hours, I guarantee you it can be
16 addressed. I used to have to call Columbia, and Julie
17 Blalock and I had a lot of conversations over the
18 years. But now if I call Julie it's just to say, hey,
19 things are going good. Have a blessed day.

20 With all that being said, we're in really difficult
21 times, and I am so proud to drive by the ball fields
22 and see kids out playing a while ago. That just warmed
23 my heart. But we're in really tough times here. I got
24 a call -- I received a call in March when all this --
25 the COVID started, when everything started locking down
26 and everybody was at home. I was expecting the phone
27 call because I received a call from Greg and from Shane
28 and Chris and they all said, we need to increase our
29 hours of operation because we have trash coming in from
30 everywhere. It's overloading our system, and we don't
31 know what else to do. I said, well, we were expecting
32 this when they closed everything down. I said,
33 everybody like me got to stay home and clean up.

34 So we're in really tough times now. The county is
35 in tough times because I know that Solid Waste has had
36 to really spend a lot of money this year to try to keep
37 up with everything.

38 And so with all that being said ---

39 LEON HARMON: Time, Mr. Chairman.

40 TERESA MORGAN: I'm sorry. With all
41 that being said, I would approve personally and as a
42 member of the community for y'all to allow this tonnage
43 to increase. Thank you.

44 TOMMY DUNN: Thank you. Mr. Harmon.

45 LEON HARMON: Next speaker is

46 Elizabeth Fant.

47 ELIZABETH FANT: Elizabeth Fant, District
48 3. I want to speak on four things.

49 One, the citizen engagement app. I'm happy to see
50 something like that where citizens, if they have a

1 problem -- I hope that's what this is for -- they can
2 report it and get some action on it.

3 Second thing is money for Saluda River and your
4 recreational thing at the end. Saluda River Project is
5 a good event. But it just says support for it. It
6 doesn't tell anything about how that money is going to
7 be used. And we don't usually do that. We usually are
8 specific about why somebody wants the money and what
9 they're going to do for it. So I would say it
10 shouldn't be approved tonight. You need to go back and
11 redo that.

12 The third thing is the landfill. I ditto Ms.
13 Morgan about everybody cleaning out stuff and how
14 there's so much more stuff now coming to the landfill.
15 But I went to a meeting this week in Greenville. They
16 talked about the Greenville trash system. And I
17 believe they said that every year they send about two
18 hundred and ten thousand tons of trash from Greenville
19 to our landfill. Now I know our landfill people who
20 are operating it are in it to make money, but I don't
21 think that's right. Why should we have to enlarge the
22 landfill to meet the needs of another county?

23 I'm still picking up trash, but the trash along
24 Highway 20 leading from Cheddar up to Williamston is
25 horrific. I understand that DOT was going to double up
26 their efforts to get out and pick up trash. I've seen
27 in one area where, not even over here that they did,
28 there was some orange bags, whatever, but I don't see a
29 whole lot of activity going on on fixing our roads. So
30 I want to see DOT people out there picking up this
31 trash. It affects us as a community. Businesses don't
32 want to come into a community that looks like -- well,
33 you know what -- trash. And it's unsightly. It's on a
34 major highway. There's just no excuse for that.

35 LEON HARMON: No one else is signed
36 up, Mr. Chairman.

37 TOMMY DUNN: Thank you, Mr. Harmon.

38 Moving on now to item number 5, the Fellowship of
39 Christian Athletes. If we would let Mr. Wright,
40 Councilman Wright.

41 JOHN WRIGHT: Thank you, Mr. Chairman.

42 It's my honor and privilege tonight to introduce a
43 personal friend of mine; somebody I've known for
44 several years, Mr. Matt Bailey who took over Anderson
45 County Fellowship of Christian Athletes as Director
46 almost three years ago. He's done a tremendous job
47 with our local schools. Doing a great work. So we get
48 to hear from him tonight, and I think also one of the
49 area high school coaches, as well. So appreciate you
50 being here tonight, Mr. Matt Bailey.

1 MATT BAILEY: Thank you, Mr. Wright.
2 I appreciate the opportunity to come up and speak a
3 little bit. I'm joined by fellow staff member Lauren
4 Von Ins, and of course, Coach Earley from Westside High
5 School. And really we just wanted to celebrate a
6 little bit of what's been going on in our local
7 schools, just to share some good news and some things
8 that are happening and moving us in the right direction
9 as a community.

10 Fellowship of Christian Athletes is a non-profit
11 organization. We partner with our local high schools
12 and middle schools and we really act as an extension of
13 our coaching staffs at each of those schools; the high
14 schools and middle schools. We see it as our
15 responsibility and our mission to help influence the
16 coaches in the schools that have influence. So if you
17 think about coaches maybe in your path that probably
18 had some kind of impact as you were growing up on you
19 and that's because coaches have tremendous influence.

20 And so what we would love to do and what we want to
21 do each and every day is just to come alongside those
22 guys and those ladies as they're coaching and impacting
23 the lives of our kids and make sure that they're
24 equipped to their fullest potential.

25 You know, in a time that there's just a lot of
26 uncertainty and a lot of different things going on in
27 our culture and in our world, this is something that's
28 more needed now than ever. And so I just wanted to
29 share that with you guys. We are seeing tremendous
30 growth. Lots of life change in our community. We're
31 seeing kids being able to have someone to talk to and
32 help grow and develop them as young men and young
33 women. And that really all starts with our coaches and
34 our community.

35 And I asked Coach Earley just to come for a couple
36 of minutes to finish up our time just to share his
37 experience. Coach, do you want to come and just share
38 kind of what's going on at Westside so that you guys
39 can hear about that and hear what's going on because
40 it's really incredible what's happening there. Coach
41 Earley.

42 TOMMY DUNN: Before he -- y'all do
43 reach all across Anderson County, though, all five
44 school districts; correct?

45 MATT BAILEY: Yes, sir. We have all
46 -- yes, sir. We've got all the high schools and middle
47 schools, everything from Powdersville to Belton to
48 Wren, you got it. We've got all of them.

49 TOMMY DUNN: We appreciate it.
50 Coach.

1 COACH EARLEY: Thank you for having me.
2 I've been a part of and with FCA for a long time. It
3 got a little stronger when I came to the Anderson area
4 because I felt like there was a bigger need. But it's
5 amazing what these guys do. They are literally saving
6 souls and saving lives. And when you do what I do and
7 you pour into people all the time, you need somebody to
8 pour into you.

9 They have some tremendous programs from E-3 to
10 taking your wife to Black Mountain and kind of getting
11 refreshed. Just all kind of great things. They
12 provide FCA bibles. They feed us. They speak to our
13 kids for us. You know, they're into preventing
14 problems that hopefully some day we don't have to
15 solve. And they by no means save them all. But I have
16 seen a huge impact.

17 We have a great hole at our school. I direct a
18 Friday morning bible study where all our coaches are
19 there and our principal. And our principal has never
20 missed a one. We've been through the book of gospel
21 and the books of grace. And all this is led by and
22 poured into by a tremendous organization. And I think
23 in today's times they're needed more than anything.
24 Just wanted to tell you how great they've been to our
25 school at Westside. I know the other eight high
26 schools and all the other schools in Anderson, the more
27 foot soldiers like Matt and Lauren we can get on the
28 ground, the better off we can make our schools and the
29 better off we can make our communities.

30 Thank you for giving us a moment to speak to you.

31 TOMMY DUNN: Thank y'all for all you
32 do for the county and our community. Appreciate you.
33 Anyone else have anything? Again, we want to
34 appreciate y'all for taking time and coming out tonight
35 and expressing that. Council can't express enough
36 gratitude for what all y'all do for our community and
37 our young folks.

38 Moving on, item number 6, I'm going to let Mark
39 Williamson come up. Mark is head of our IT Department
40 and does a great job. It's made a big change since
41 Mark's come onboard. So I'm excited for him and part
42 of his team to be here tonight.

43 MARK WILLIAMSON: Thank you. Mr. Chair,
44 council, Mr. Burns, just wanted to say thank you for
45 giving us the opportunity to create the Anderson County
46 app. I know you guys had a request some months back
47 that maybe we change the format of how we delivered
48 information to our citizens. I think you've listened
49 to our citizens, heard their cry. Now we have this
50 app.

1 So with that I'm going to introduce you to the man
2 who built this app. So Matt, if you'll come up. This
3 is Matt Shoup. Matt has been with us since 2018. He
4 started as an intern from Anderson University. We kind
5 of recruited him from there. After his internship was
6 over, we allowed him to stay on as a part-time
7 employee. And as of October he became a full-time
8 employee. So he's done ninety percent of the work with
9 this app. We also have the rest of our team here that
10 will support the functions of this app, whether it be
11 the notifications or how council communicates in their
12 districts or how we respond to requests with this.

13 One thing I would like to add here, the video that
14 you're going to see was produced by Matt with the help
15 of another Anderson University graduate that is now a
16 full-time employee of our team who's not here tonight.
17 Mr. Hayden Bowers, you'll see him in the video.

18 And with that, Mr. Chair, I'm going to turn it over
19 to Matt and let him present this to you.

20 TOMMY DUNN: Go right ahead.

21 MATT SHOUP: Thank you, Mark. Thank
22 you, council, for the opportunity to speak on behalf of
23 the county for this.

24 To start off, the ACSC gov app presentation I would
25 like to show you all the video that was in production
26 for the app.

27 **VIDEO PRESENTATION**

28 MATT SHOUP: I have found that every
29 great company starts by talking about their why. That
30 includes every project. And so today I would like to
31 tell you a little bit of why we created this.

32 First and foremost, we created it because you all
33 have asked for it. You guys made it very clear that we
34 wanted to get information out to the public in a prompt
35 and informative manner. It's also clear to us that
36 information can only move as fast as technology. And
37 for quite sometime we may have been behind the ball on
38 that in some regards. But now I'm happy to say that we
39 probably are not.

40 In addition to this, citizens should also not have
41 to work so hard to be informed. Especially my
42 generation's point of view, we expect everything on our
43 phones the second it's available. And this app will do
44 just that.

45 Right now the current system has been allowing
46 citizens to go onto the county website and filter
47 through various pages and finally find the information
48 that they're looking for. This app will allow for
49 various county personnel, as well as council, to send
50 direct information and notices to people so that they

1 can stay informed immediately.

2 Lastly, we were positioned already to move away
3 from the your gov app that we've been using for some
4 time that is being discontinued. As you've seen in the
5 video and as I will go into, the ACSC gov app will
6 allow people to submit public work requests, whether
7 that's a fallen tree, a pothole or various other items
8 that county citizens deem important to express, they're
9 free to do that.

10 Who will have access to this app? It's currently
11 live on both the Apple app store and Google play store.
12 Anyone who has either an Android or Apple device can
13 download the app.

14 I've listed some key features on the left side for
15 important key features. I will go through all of the
16 features on the right side that the app currently
17 provides. Right now, as I've expressed, it will offer
18 as a public works request system. In addition to that
19 it allows citizens to look up and save events directly
20 to their phone. It allows citizens to have direct
21 access to any county news postings or press releases
22 that are submitted by our departments. Citizens are
23 also given the ability to pay taxes, bills and tickets
24 directly from their smart phone device. Citizens are
25 also able to get an aggregated list of job listings for
26 the county's available jobs. There is an online portal
27 for PAWS accessible through the app that allows
28 citizens to support adoption requests, lost pets, found
29 pets. They can fill all those forms out via their
30 phone. And then they're also able to view airport fuel
31 prices and have access to the county website via the
32 app.

33 How can we market this app? If you'll take notice
34 on the right hand of the screen, you'll see that there
35 are various graphics that I will be using. We have
36 these and several others at our disposal, as well as
37 the introduction video that I showed you all and two
38 how-to videos on how to use the app that we will use
39 during the campaign. We believe that the campaign will
40 be best on our social media platforms and our normal
41 means of communication to the public.

42 How can we grow this? It is our belief that the
43 only limit is our imagination. This app is very robust
44 and allows for growth and various features which we can
45 utilize other departments in, if necessary.

46 How is council able to utilize the app? We kept
47 you all in mind as we were creating this app, from
48 start to finish. You all are currently able to monitor
49 issues within specific areas of Anderson County, as
50 well as the whole district, if needed. You can send

1 notifications to the entire county, as it is. And we
2 are currently working on and will be available soon
3 that you can send notifications directly to individual
4 communities and municipalities, as well as individual
5 subdivisions.

6 Will citizens be able to turn off notifications?
7 Yes, citizens do hold the right to turn off
8 notifications. This is a requirement made by both
9 Android and Apple in their app stores. However, the
10 app works so that if you do post a notice, it posts to
11 the notices page on the app. So even if they have
12 notifications turned off, they still get the
13 notification within the app.

14 Who will manage content and delivery? As of right
15 now the Anderson County Media Department will manage
16 content delivery from the ACSC gov app. They will also
17 work in conjunction with other departments and council
18 to make sure that any necessary information, urgent or
19 general, can be given in an informative and prompt
20 manner.

21 If there are any other questions, there are notes
22 in the agenda notes for how to download the app. You
23 can also contact the Help Desk at andersoncountysc.org
24 if you have any further questions.

25 That's it.

26 TOMMY DUNN: I want to say thank
27 y'all. I think this is real impressive and real
28 excited about it. And I think, like he said, the sky's
29 the limit. And look forward to more. And really
30 appreciate the work and what all y'all done and your
31 team has done on this, Mr. Williamson. We really
32 appreciate it.

33 I'd like to see -- I'm assuming y'all will get this
34 out on the TV program or TV station, rather, to get the
35 word out, help the citizens get the word out, too.

36 MARK WILLIAMSON: We will. We can put
37 this video onto the TV station.

38 TOMMY DUNN: Mr. Burns is working to
39 get a community meeting up in my district next month,
40 either end of this month or very first of next month
41 down in the Homeland Park area. I'd like somebody from
42 your team to be there to help get the word out on that
43 right there. I think this will be great.

44 In the future or does it now get you where you can
45 do business at the Annex on this? I know it said pay
46 taxes and some bills. But I'm talking about like
47 permits and stuff like that? Be able to do that?

48 MARK WILLIAMSON: We can add anything
49 that you guys desire for this.

50 TOMMY DUNN: I think that would be a

1 big help. Anyway, keep us up. That's one thing I
2 think if we've learned as the country or state, county,
3 what not, is try not to do so much stuff in person if
4 we can -- the more stuff we can do not in person, the
5 better off we'll be. We appreciate it.
6 MARK WILLIAMSON: Yes, sir, Mr. Chairman.
7 TOMMY DUNN: Anybody got anything
8 else?
9 JIMMY DAVIS: Mr. Chairman?
10 TOMMY DUNN: Mr. Davis.
11 JIMMY DAVIS: Thank you, Mr. Chair. I
12 just want to say when this idea was hatched as a little
13 baby idea in the Planning & Public Works meeting not
14 too awful long ago, Mr. Williamson, you've blown my
15 doors off. It far exceeds what I think we first came
16 up with. I mean and we started off this idea just
17 being able to get better and more timely information
18 out to the constituency of Anderson County and the
19 citizens of Anderson County.
20 And just thank you so much, you and your whole
21 staff, for creating this. I think the sky is the
22 limit. And I look forward -- I've already got it on my
23 phone. It's very user friendly. And I'm looking
24 forward to seeing what we have down the road with this.
25 But thank you, again, for all your hard work.
26 Thank you, Mr. Chairman.
27 MARK WILLIAMSON: Thank you, sir. I'm
28 just one piece. All of the work happened behind me, I
29 can assure you.
30 TOMMY DUNN: Mr. Graham.
31 RAY GRAHAM: Likewise, I just want to
32 compliment the great job on this. I do have one
33 question. You might can answer this a little bit
34 better. But I assume this is going to take the place
35 of the Cartograph and all that, as well?
36 HOLT HOPKINS: This is only taking
37 place of the your gov app that we've been putting out
38 there. Cartograph is the backbone of this. I mean
39 it's in the background. Everything you put in there
40 goes straight to our cartograph system to where we can
41 handle it and manage our work a whole lot better.
42 RAY GRAHAM: I guess you just
43 answered my question. The citizens can basically
44 submit that concern in here to generate the cartograph?
45 HOLT HOPKINS: Yeah.
46 RAY GRAHAM: Maybe I should have
47 worded that different.
48 HOLT HOPKINS: Not to drag this on, but
49 the cool part about this is now we have the ability to
50 communicate back and forth with the -- whoever

1 requested the work be done, our supervisor can send
2 them a note directly through that app asking for more
3 information or explaining what's going on or that kind
4 of thing.

5 RAY GRAHAM: That's huge. And again,
6 I definitely want to commend you guys. But what that
7 does is when a citizen throws a concern, whether it's
8 to the council members for their district or even to a
9 county employee, a lot of times they don't feel like
10 they get that feedback. And this here is ensuring
11 that. And it's just a simple process. You know, this
12 is the way. I mean everything is handled over cell
13 phones now. And I mean again just want to commend you
14 guys for that.

15 Look forward to seeing this grow and actually being
16 utilized and making a lot of our jobs a lot easier to
17 serve the people because that's what it's about. Thank
18 y'all for y'all's hard work on that.

19 HOLT HOPKINS: We need y'all's help
20 though. We've only got about fifteen hundred people
21 signed up on your gov. Mark and my goal is to get five
22 thousand in ninety days. So we need ---

23 RAY GRAHAM: We'll definitely all be
24 sharing it. I mean definitely commend you guys.

25 Thank you, Mr. Chairman.

26 TOMMY DUNN: Mr. Wright, I don't want
27 to put nobody on the spot, but you and Ms. Wilson got
28 any? Y'all good?

29 JOHN WRIGHT: Yep.

30 TOMMY DUNN: Mr. Sanders?

31 BRETT SANDERS: Do we have any type
32 banners or anything of that nature for any public
33 events that we have? We can have them out there.

34 HOLT HOPKINS: You will have.

35 BRETT SANDERS: We will have?

36 MARK WILLIAMSON: Good answer. And
37 there's a plan for some signs to be made, too, to also
38 promote this. But really the best is word of mouth
39 advertising is what's going to bring this out.

40 BRETT SANDERS: I'll be sure to share.
41 I've got it downloaded, as well, and it's amazing what
42 our brilliant young minds are doing in such a short
43 time. I really appreciate everything you guys have
44 done.

45 TOMMY DUNN: And also, too, Mr.
46 Williamson, you might put up a little information, get
47 it on our local radio stations here. I know Ms. Wilson
48 can take care of one, and I think Brett can help with
49 the other one.

50 BRETT SANDERS: Yep. Be glad to.

1 MARK WILLIAMSON: We'll be glad to serve
2 any outlet that you feel necessary to get this out.
3 Again, this is a citizen app. This is the next
4 generation of Anderson that built it. That's who's
5 going to use it.
6 TOMMY DUNN: We appreciate it.
7 Welcome to Anderson County. We really appreciate you
8 coming aboard and making our team even stronger.
9 Appreciate y'all.
10 MARK WILLIAMSON: Yes, sir. Thank y'all.
11 TOMMY DUNN: Moving on to item number
12 7(a), ordinance's third reading, 2021-006, an ordinance
13 to amend the zoning map to rezone +/- 2.8 acres from
14 R-20 (Single-Family Residential) to C-3 (Commercial
15 District) located at Jackson Circle and Hwy. 187. This
16 will be in District 4. Tax map number 46-00-03-002.
17 Mr. Wright, is this the one you need to recuse
18 yourself?
19 JOHN WRIGHT: Yes, sir, I need to
20 recuse myself.
21 TOMMY DUNN: Mr. Wright is going to
22 recuse himself. He had some business dealings with
23 this gentleman, I think, that's got this, and he don't
24 want to have no appearance whatsoever or no conflict.
25 Do we have a motion to move this forward?
26 BRETT SANDERS: So moved.
27 CINDY WILSON: Second.
28 TOMMY DUNN: Motion Mr. Sanders;
29 second Ms. Wilson. Now discussion. Ms. Hunter, you
30 good?
31 ALESIA HUNTER: Yes, sir.
32 TOMMY DUNN: You good, Mr. Sanders?
33 BRETT SANDERS: Yes, sir.
34 TOMMY DUNN: All in favor of the
35 motion show of hands. All opposed like sign. Show the
36 motion carries unanimously.
37 Mr. Wright can come back in.
38 We're going to move on to item (b), and that will
39 be 2021-007, an ordinance to amend the zoning map to
40 rezone +/- 0.87 acres from R-20 (Single-Family
41 Residential) to C-3 (Commercial District) at 103
42 Jackson Circle. Tax map number 46-00-02-001. Again,
43 it's in District 4. This is third reading. We have
44 discussed this on two readings and it's in Mr. Sanders'
45 district. Do we have a motion to move this forward?
46 BRETT SANDERS: So moved.
47 CINDY WILSON: Second.
48 TOMMY DUNN: Motion Mr. Sanders; and
49 second Ms. Wilson. Now are there any discussion?
50 Seeing and hearing none, all in favor of the motion

1 show of hands. All opposed like sign. Show the motion
2 carries unanimously.

3 We're going to move on to item number 8,
4 ordinance's second reading, this will be 8(a), this is
5 2020-039, an ordinance to amend Section 38-359 (Flag
6 Lots) of the Anderson County Code to further define and
7 clarify the circumstances for the use of flag lots
8 within Anderson County.

9 I think at our adhoc committee last week it may
10 have been misstated we had already had second reading.
11 This is second reading and now it's also a public
12 hearing.

13 Mr. Harmon, before we go into the public hearing,
14 would you like to say anything on this matter? You or
15 Ms. Hunter, either one?

16 LEON HARMON: Mr. Chairman, the
17 ordinance is to clarify what we had in the code
18 already. We have also included a diagram to help with
19 that clarification. I think this will be an
20 improvement to the code.

21 TOMMY DUNN: Keep in mind, I had a
22 citizen ask me this the other day. This ain't creating
23 flag lots. We've got flag lots already and everything.
24 This is just to hopefully make a better product than
25 what we have.

26 So at this time we'll go into a public hearing.
27 Anyone wishing to speak to this matter, please step
28 forward and state your name and district and address
29 the chair, please. Anyone at all? Seeing and hearing
30 none, the public hearing will be closed. Do we have a
31 motion to move this forward?

32 CINDY WILSON: So moved.

33 JIMMY DAVIS: So moved.

34 TOMMY DUNN: Motion Mr. Davis and
35 second Ms. Wilson. Any discussion?

36 JIMMY DAVIS: Mr. Chair.

37 TOMMY DUNN: Mr. Davis.

38 JIMMY DAVIS: I just want to thank
39 those that were on this committee when we formed it.
40 It was kind of a small adhoc committee. But I
41 especially want to thank a couple of our citizens, Earl
42 O'Brien and John Tinsley, who helped us with this along
43 the way to improve the offerings and the options that
44 we have for development of citizens' property. And I
45 want to say a word of thanks to those people.

46 Thank you, Mr. Chair.

47 TOMMY DUNN: Thank you, Mr. Davis.
48 Appreciate the work. Appreciate Mr. Harmon and Ms.
49 Hunter and her staff working on this and getting us
50 something to make it a little bit better, hopefully.

1 Any more discussion?

2 CINDY WILSON: May I very quickly?

3 TOMMY DUNN: Ms. Wilson.

4 CINDY WILSON: Some of our efforts on
5 land use and development standards work reminds me that
6 by clarifying in writing in a more clear fashion and
7 more understandable fashion, we will cut down on a lot
8 of misunderstandings.

9 There was a former county attorney that I requested
10 an explanation of an ordinance one time and he said,
11 well, it's just open to interpretation. And that's
12 what kept a lot of lawyers in business in Anderson
13 County for a long time.

14 So this has been a very important exercise bringing
15 the citizens and engineers and our county staff, all
16 the professionals together so that we have -- hope we
17 have a much clearer set of rules now. Thank you.

18 TOMMY DUNN: Thank you. All in favor
19 of the motion show of hands. Opposed like sign. Show
20 the motion carries unanimously.

21 We'll be moving on now to 8(b), second reading of
22 2021-014, an ordinance authorizing the execution and
23 delivery of an amendment to an existing Fee-in-Lieu of
24 Ad Valorem Taxes Agreement to provide for changes to
25 the legal description of the project for a company now
26 identified as Anderson Solar Farm, LLC and previously
27 known to the County as Project Tarpon and the amendment
28 of the county's Multi-County Industrial Park Agreement
29 with Greenville County, South Carolina. This will be
30 second reading. Do we have a motion to put this on the
31 floor?

32 BRETT SANDERS: So moved.

33 CINDY WILSON: Second.

34 TOMMY DUNN: Motion Mr. Sanders and
35 second Ms. Wilson. Now I open the floor up for
36 discussion. Mr. Burriss, you got anything you'd like
37 to add to this? This is just really clearing up some
38 language; right?

39 BURRISS NELSON: Yes, sir, it's just
40 changing the name of the company that owns the
41 property, a new company purchased it. And they're
42 taking five acres out of the parcel that was not
43 useable in the solar array. The array site did not
44 change. So the income is still the same.

45 TOMMY DUNN: Income is the same and
46 everything else is still the same as far as the fee and
47 all. Appreciate it. Anyone else have any discussion?
48 Hearing and seeing none, all in favor of the motion
49 show of hands. All opposed like sign. Show the motion
50 carries unanimously.

1 Be moving on now to item number 9(a). This will be
2 ordinance first reading, 2021-015, an ordinance
3 authorizing the execution and delivery of a Fee in Lieu
4 of Tax Agreement and an Infrastructure Finance
5 Agreement by and between Anderson County, South
6 Carolina and Project Switch (The "Company") with
7 respect to certain Economic Development property in the
8 County whereby such property will be subject of
9 certain payments in Lieu of Taxes, and the Company will
10 receive certain Infrastructure Credits in respect of
11 investment in related Infrastructure. Do we have a
12 motion to put this on the floor?

13 BRETT SANDERS: So moved.

14 CINDY WILSON: Second.

15 TOMMY DUNN: Motion Mr. Sanders;
16 second Ms. Wilson. Now, Mr. Nelson.

17 BURRISS NELSON: Thank you, Mr. Chairman
18 and members of council. This is Project Switch, a
19 company with sixteen years of international services
20 expansion here. They've been here and been very
21 successful. They're creating an additional two hundred
22 jobs with an average pay of twenty dollars and thirteen
23 cents an hour. They're investing thirteen million
24 dollars. That new additional payroll, annual payroll,
25 of a little over eight million dollars. It's a fee
26 agreement. Six percent assessment ratio with a thirty
27 year period. The SSRC is seventy-five percent for tax
28 years one through ten; forty percent for tax -- SSRC
29 for tax years eleven through thirty. This is in a
30 multi-county park agreement. First year tax is
31 estimated to be thirty-six thousand, and the thirty
32 year total 2.5 million in property tax. That is in
33 addition to the existing facility. There's community
34 impact of -- first year, seven and a half million; over
35 twenty years four hundred million dollars.

36 And this information comes to council as a
37 recommendation from staff and the Economic Development
38 Advisory Board. We respectfully request you give
39 favorable consideration to this particular project.

40 TOMMY DUNN: Any more discussion,
41 questions or comments for Mr. Nelson?

42 BRETT SANDERS: Mr. Nelson, I would like
43 to talk to you before we do the second reading on this
44 one.

45 BURRISS NELSON: Yes, sir.

46 BRETT SANDERS: Thank you.

47 TOMMY DUNN: Anyone else? All in
48 favor of the motion show of hands. Opposed like sign.
49 Show the motion carries unanimously.

50 Moving on to item number 9(b), 2021-016, an

1 Ordinance to amend Section 38-331 of the Code of
2 Ordinances, Anderson County, South Carolina so as to
3 add a new subsection (g) to address the period of time
4 of final plat approval for completion of improvements.
5 This is in title only. By next meeting it will be
6 wrote out. And what this is saying in a nutshell is
7 once everything has been approved and everything is
8 done, you've got eighteen months to get some work
9 started or you have to go back through. Now, you can
10 ask and we're working on this, up for two -- better
11 lack of word, Mr. Harmon, help me -- extensions or
12 something. I think that's reasonable.

13 LEON HARMON: Yes, Mr. Chairman, two
14 extensions of six months. That would be discretionary.

15 TOMMY DUNN: And that would be staff
16 that would go before -- ask this of staff and be a set
17 thing about that.

18 LEON HARMON: That's correct; yes,
19 sir.

20 TOMMY DUNN: And what this is -- what
21 I'm, in talking and finding and talking to some
22 different folks around, what's happening a lot of times
23 is developers are buying land and getting it approved
24 and just sitting on it and not doing nothing. Then
25 somebody else has something down here, well by the time
26 that other happens, it changes the whole picture of the
27 property -- of the surrounding community as far as
28 traffic flow, schools, storm water or what not. So if
29 you're interested in doing it, need to get it done and
30 trying to keep moving the work for people. We want to
31 make sure -- this is what we call just banking things
32 up. So I'll put that in the form of a motion on first
33 reading.

34 CINDY WILSON: Second.

35 TOMMY DUNN: Second Ms. Wilson. Now
36 discussion. Seeing and hearing none, all in favor of
37 the motion show of hands. Opposed like sign. Show the
38 motion carries unanimously.

39 Moving on to item number 9(c), 2021-017, an
40 Ordinance to amend Section 66-43 of the Code of
41 Ordinances, Anderson County, South Carolina so as to
42 add a new subsection (h) to address the time period for
43 completion of the sewer system extension.

44 Again, this is in title only. And what this has
45 done is more or less the same as the previous thing,
46 sort of keeping the two in line. But we're having
47 things get approved and saying that sewer is coming,
48 but we don't have no thing and it might be three years
49 before sewer gets there, having it. So I put that in
50 the form of a motion.

1 JIMMY DAVIS: Second.
2 CINDY WILSON: Second.
3 TOMMY DUNN: Second Mr. Davis. Any
4 discussion? Hearing none, all in favor of the motion
5 show of hands. All opposed like sign. Show the motion
6 carries unanimously.
7 Moving on to item number 10, resolutions. We have
8 none.
9 Moving on to item number 11, bid approvals. Bid
10 number 21-040, Green Pond Amphitheater, Mr. Carroll.
11 ROBERT CARROLL: Thank you, Mr. Chairman.
12 As you said, this is for the Green Pond Landing
13 Amphitheater project. We're asking at this time for
14 approval of the base bid of four hundred fifty-one
15 thousand six hundred and eighty-two dollars, plus
16 alternate fee which is the concrete pavement on the
17 plaza, an additional fifty-five thousand six hundred
18 and ten, for a total of five oh seven two ninety-two to
19 award to the Belk Company here in Anderson, South
20 Carolina.
21 TOMMY DUNN: Do we have a motion to
22 put this on the floor?
23 JIMMY DAVIS: So moved.
24 TOMMY DUNN: Motion Mr. Davis. Have
25 a second?
26 BRETT SANDERS: Second.
27 TOMMY DUNN: Second Mr. Sanders. Now
28 discussion. Have any questions, comments ---
29 CINDY WILSON: May I?
30 TOMMY DUNN: Yes, ma'am, Ms. Wilson.
31 CINDY WILSON: Real quick. The funding
32 for this project comes from our ATAX funding?
33 RUSTY BURNS: Yes, ma'am.
34 CINDY WILSON: Okay. Thank you.
35 TOMMY DUNN: Anyone else? Seeing and
36 hearing none, all in favor of the motion show of hands.
37 Opposed like sign. Show the motion carries
38 unanimously.
39 ROBERT CARROLL: Thank you, sir.
40 TOMMY DUNN: Thank you, Mr. Carroll.
41 At this time, item number 12, report from the Land
42 Use Adhoc Committee held on Thursday, February 25th. I
43 just want to say, we went over what we've been talking
44 about on several different things. Before we vote
45 again, there will be a public hearing and this will be
46 put in the paper and notices. That's what we voted on.
47 Will that be in time for our next council meeting, Mr.
48 Harmon? The March -- the second meeting in March?
49 LEON HARMON: Mr. Chairman, I believe
50 it was put -- she was able to get it in the paper, so

1 it should be at the next council meeting.
2 TOMMY DUNN: Okay. We'll have a
3 public hearing. And this is on lot sizes and setbacks
4 is what we're talking about here. Does anyone else
5 have anything that was at the meeting, the Adhoc
6 Committee want to add or what not?
7 Seeing and hearing none, we'll move on to item
8 number 13, report from the Planning and Public Works
9 Committee meeting that was held Friday, February 26.
10 Ms. Wilson is the chairman. Ms. Wilson.
11 CINDY WILSON: Thank you, Mr. Chairman.
12 We've heard from one of our very active citizens in the
13 Cheddar Community regarding this request. This
14 particular landfill had a long and sorted bad
15 reputation in the neighborhood. They have been bought
16 by another company that has worked really, really hard
17 with our county staff with Director Greg Smith and the
18 community.
19 I would have been reluctant to increase tonnage
20 except that all of the people who have been involved
21 with this recommend it. And for the fact that this
22 company has become so involved in the community. We've
23 had a lot of growth in the county and of course as it
24 was noted with folks staying home, they did a lot of
25 cleaning out. And our convenience centers were
26 absolutely slammed many times during the course of the
27 virus shutdown. We would have calls that the landfill
28 would have to stay open additional hours to accommodate
29 the hauling and disposal.
30 But just to give you a rundown of how active the
31 community has become. You've already heard that they
32 really pick up the trash that blows out along the main
33 roads there. They stay on top of their haulers. If
34 there's a report of a bad actor, it's dealt with
35 immediately. And meanwhile, they have contributed
36 fifteen thousand dollars to the Belton Police
37 Department to help fund a new active shooter program.
38 In June of this past year, they donated five thousand
39 dollars to the Palmetto Championship tennis in Belton
40 for their summer event. They've also, very, very
41 importantly, donated ten thousand dollars to the
42 Cheddar Fire Department to purchase new protective
43 equipment for the department. They've also contributed
44 five thousand dollars to the Belton Police Department
45 to help fund new body cameras, computers, etcetera, for
46 their officers. They also contributed five thousand
47 dollars to the Anderson County Sheriff's Department for
48 their K-9 Program.
49 And the most amazing addition to the community that
50 will be coming soon is that Waste Connections will be

1 paying for fiberoptic lines to be run to their
2 facility, which should be of great help to many
3 residents in that area of our county and it will also
4 help our MRF facility to be able to have access to
5 that. That is a fifty thousand dollar investment to
6 the community and their facility.

7 And they've also been very active in a number of
8 community activities from the Appreciation Cookout for
9 the fire department to a turkey shoot in Belton and
10 contributed for a local car show, etcetera.

11 We've been very, very glad to have this kind of
12 interaction with our community. And we know that
13 there's no question that we generate a lot of trash in
14 our county and outside coming in, as well. We're
15 requesting from our committee, it was unanimously
16 recommended that our council approve the additional
17 hundred thousand tons annually.

18 And if Mr. Smith has anything to contribute or add
19 to our discussion here or if we have any questions,
20 please let us know.

21 TOMMY DUNN: We have a motion coming
22 from the committee. It doesn't need a second. Are
23 there any discussions?

24 JIMMY DAVIS: Mr. Chair?

25 TOMMY DUNN: Mr. Davis.

26 JIMMY DAVIS: I must recuse myself on
27 this one.

28 TOMMY DUNN: Thank you, Mr. Davis.
29 As Mr. Davis steps away, does anyone else have any
30 discussion? I just want to say, first of all, I want
31 to appreciate the hard work of the committee,
32 especially Ms. Wilson. Been through this for years. I
33 also want to commend Mr. Smith and for -- his staff,
34 your time working through this. Also, you two
35 gentlemen back yonder, I don't know what y'all thought
36 y'all was getting in, how long y'all have been in
37 Anderson County, but I've been on council twelve years
38 and I didn't think I would ever see it, as Ms. Morgan
39 said a while ago. Want to appreciate what you call it.
40 Y'all have done an outstanding job to switch this thing
41 over in the community. We appreciate it and we hope
42 you keep it up. That's what being a good neighbor is
43 about and we do appreciate what y'all are doing trying
44 to come to Anderson County and be a good neighbor.
45 Okay?

46 And like I said, we really do appreciate this
47 happening. I don't think Mr. Smith ever thought he
48 would see this neither or not. So we appreciate it.
49 Anyone else? All in favor of the committee's
50 recommendation, show of hands. All opposed like sign.

1 Show the motion carries unanimously. Ask Mr. Davis if
2 he would step back into the room. Again, we appreciate
3 it.

4 At this time we're going to be moving on to item
5 number 14, appointments. Do we have any appointments
6 that I missed or not aware of? While we're on
7 appointments, where are we coming at, Mr. Sanders, on
8 the committee, your adhoc committee on the things?

9 BRETT SANDERS: I talked with Mr.
10 Graham, Councilman Graham and Councilman Wright. There
11 was really only a couple on there that wasn't meeting
12 on a regular basis and we just need to sit down -- and
13 I'm not sure if we need to have an official meeting so
14 the public can attend or is it just something ---

15 TOMMY DUNN: If they come we can have
16 -- before we do what we're going to do and a
17 recommendation, we'll probably have to have a public
18 hearing if it's going to do anything. You know, and we
19 can have something with the public come, anybody wants
20 to. That might be a good idea. Because I know -- like
21 I said, off the top of my head, I know two, probably
22 three committees that ain't met in a long time. Two of
23 them ain't met in twelve years.

24 BRETT SANDERS: Exactly. So we'll sit
25 down and go ahead and schedule a meeting so we can have
26 the public there, public feedback, and then make
27 recommendations.

28 TOMMY DUNN: Maybe we can get that
29 done before next council meeting ---

30 BRETT SANDERS: Yes, sir.

31 TOMMY DUNN: --- because I've got
32 some more work for y'all to do when we get that
33 finished up. And while we're on that, too. Mr. Davis,
34 how is your committee coming along?

35 JIMMY DAVIS: Sir, we have not met
36 yet, but we will be soon.

37 TOMMY DUNN: Okay. Thank you. And
38 keep in mind, he's still here, we're going to be
39 meeting -- when y'all do that, Mr. Carroll's input and
40 Mr. Burns and Mr. Harmon's.

41 Moving on now to item number 15, requests by
42 council members. First I'd like to recognize
43 Councilman Wright.

44 JOHN WRIGHT: Thank you, Mr. Chairman.
45 I would like to formally make a contribution to the
46 Fellowship of Christian Athletes. That's not the
47 reason that he was here tonight. But greatly
48 appreciate Mr. Bailey coming tonight and sharing the
49 good work they're doing. I think as they said, it's
50 never been more important than it is right now to be

1 sharing the gospel with the next generation. And I
2 truly believe our community is a better place and will
3 continue to be a better place because of the
4 investments you're making in the next generation right
5 now.

6 So that being said, you heard kind of what they do
7 and what's needed to operate in one of the schools per
8 year is roughly twenty-four hundred dollars. And so
9 what I would like to do from District 1's rec fund is
10 allocate half of that, twelve hundred dollars, and then
11 also for District 2's share of two hundred dollars and
12 request from each council member two hundred dollars
13 from each council member's rec fund and then I'll make
14 whatever the shortfall is.

15 TOMMY DUNN: We have a motion from
16 Mr. Wright. Do we have a second?

17 JIMMY DAVIS: Second.

18 CINDY WILSON: Second.

19 TOMMY DUNN: Second Mr. Davis. Any
20 discussion? All in favor of Mr. Wright's motion show
21 of hands. All opposed like sign. Show the motion
22 carries unanimously. Anything else, Mr. Wright?

23 JOHN WRIGHT: No, sir, that's all, Mr.
24 Chairman. Thank you.

25 TOMMY DUNN: Mr. Davis, do you have
26 any?

27 JIMMY DAVIS: Thank you, Mr. Chair.
28 From District 6's special projects recreation account,
29 I'll make both of these in one motion if that's okay?

30 TOMMY DUNN: That's fine.

31 JIMMY DAVIS: Two hundred fifty
32 dollars for Fellowship of Christian Athletes and two
33 thousand five hundred dollars to the Saluda River Rally
34 from District 6. I make that in the form of a motion.

35 CINDY WILSON: Second.

36 TOMMY DUNN: We have a motion and
37 second Ms. Wilson. Any discussion? Hearing and seeing
38 none, all in favor of the motion show of hands.
39 Opposed like sign. Show the motion carries
40 unanimously.

41 Mr. Sanders, do you have any?

42 BRETT SANDERS: Yes, sir. From my rec
43 account I would also like to donate two hundred and
44 fifty to the FCA. I was actually a member back in my
45 older days. I know it's been around. They do good
46 things. And I appreciate all your work for the
47 community and our youth. I would also like to request
48 two thousand dollars for the Upstate Equine Council for
49 the event that they have coming up at the T. Ed
50 Garrison Arena and Center in my district. And I

1 believe Lacey has all their stuff on file.
2 CINDY WILSON: Mr. Chairman?
3 TOMMY DUNN: Yes, ma'am.
4 CINDY WILSON: May I disclose and
5 recuse that I serve on that board for the Equine
6 Council. I volunteer and contribute ---
7 TOMMY DUNN: Hang on just a minute,
8 Ms. Wilson. If we can, Mr. Sanders, break yours up and
9 do the Christian Athletes first?
10 BRETT SANDERS: Okay. I'd like to put
11 the Fellowship of Christian Athletes two hundred fifty
12 dollar donation from my rec account in the form of a
13 motion, please, sir.
14 TOMMY DUNN: Have a motion for that.
15 CINDY WILSON: Second.
16 TOMMY DUNN: Have a second?
17 CINDY WILSON: Second.
18 TOMMY DUNN: Second Ms. Wilson. Any
19 discussion? All in favor of Mr. Sanders' motion of two
20 hundred fifty dollars, show of hands. All opposed like
21 sign.
22 Now, Mr. Sanders, if you want -- Ms. Wilson, I
23 think you're still on the board of that. She's going
24 to recuse herself.
25 BRETT SANDERS: I'm sorry I combined
26 them. You ready?
27 TOMMY DUNN: Yeah, go ahead.
28 BRETT SANDERS: From my rec account, I'd
29 like to donate two thousand dollars to the Upstate
30 Equine Council for an event coming up at the T. Ed
31 Garrison Arena in my district and I'd like to put that
32 in the form of a motion, please, sir.
33 TOMMY DUNN: Have a motion from Mr.
34 Sanders. Have a second?
35 JIMMY DAVIS: Second.
36 TOMMY DUNN: Second Mr. Davis. Any
37 discussion? Seeing none, all in favor of the motion
38 show of hands. Opposed like sign. Show the motion
39 carries unanimously. Ms. Wilson recused herself. Ask
40 Ms. Wilson, if you would, to step back in, please.
41 Moving on, Mr. Graham, do you have any?
42 RAY GRAHAM: Yes, sir, Mr. Chairman.
43 I'd like to make this in the form of a motion. Two
44 hundred and fifty dollars for the Fellowship of
45 Christian Athletes. Definitely appreciate the work you
46 guys do throughout the county, as well as District 3
47 down at Crescent. Thank you for all you guys do.
48 TOMMY DUNN: Thank you. Do we have a
49 second?
50 BRETT SANDERS: Second.

1 TOMMY DUNN: Second Mr. Sanders. Any
2 discussion? All in favor of Mr. Graham's motion show
3 of hands. All opposed like sign. Show the motion
4 carries unanimously.

5 Moving on, Ms. Wilson.

6 CINDY WILSON: Thank you, Mr. Chairman.
7 From District 7's recreation account, I would like to
8 appropriate twenty-five hundred dollars to the Saluda
9 River Rally to support their programs. It actually
10 comes all the way down to Pelzer this time. And maybe
11 in the future all the way down to below the Lee Steam
12 Plant. It's been an amazing Blue Trail development.
13 It's gotten a lot of attention. We've gotten some real
14 tourism from it. And if you've never taken that tour,
15 you really ought to. I met some of the kayak
16 concession people and it's just incredible. I took the
17 grand ride in November. It was rather chilly. It's
18 just an amazing time to spend on the river. It's like
19 a wild river, even though civilization is not far away.
20 That's the first one I would like to appropriate.

21 And the second one would be two hundred dollars to
22 the Fellowship of Christian Athletes.

23 And then for the town of Williamston, five thousand
24 dollars for their program and facilities development
25 for their youth in that area. And I put that in the
26 form of a motion.

27 TOMMY DUNN: We have a motion. Do we
28 have a second?

29 JIMMY DAVIS: Second.

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

34 If I added right, I think you're fifty dollars
35 short, Mr. Wright, from hitting your goal, twenty-three
36 fifty, I think.

37 JOHN WRIGHT: Yes, sir, I believe
38 that's right.

39 TOMMY DUNN: But I'm going to out of
40 District 5's special revenue account, we're going to
41 appropriate two hundred and fifty dollars to go to
42 that.

43 JOHN WRIGHT: Thank you very much, Mr.
44 Chairman. I appreciate it.

45 TOMMY DUNN: Have a second?

46 JIMMY DAVIS: Second.

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

1 Moving on now, administrator's report.
2 RUSTY BURNS: Nothing at this time,
3 Mr. Chairman.
4 TOMMY DUNN: Moving on now to
5 citizens comments. When Mr. Harmon calls your name,
6 you have three minutes. Please state your district and
7 address the chair, please. Mr. Harmon.
8 LEON HARMON: Mr. Chairman, the first
9 person signed up is Elizabeth Fant.
10 ELIZABETH FANT: Elizabeth Fant, District
11 3. As I look up at the platform today and see Ms.
12 Gracie Floyd not there, I'm remembering all of the good
13 things that she did. There were a lot of times where,
14 in the past, we didn't see eye to eye, especially about
15 all the litigation and everything that went on in
16 Anderson County. But I would like for somebody in the
17 county, Mr. Burns, Mr. Dunn, somebody, to kind of get a
18 power point ready and to show it to the public as to
19 what a county council woman or man is supposed to do.
20 Everybody knows there's seven of them. They have
21 an idea that the seven each have a certain territory or
22 area, but not delineating exactly where that is. And
23 Ms. Gracie's, because hers was a gerrymandered
24 district, hers kind of went all over everywhere. I
25 would like to see that presentation here.
26 We've already got, I think, six Democrats who have
27 signed up, and one Republication to run for that seat.
28 And I don't know that any of those people really know
29 what they're getting into or what their job is. Or how
30 they're supposed to participate. It's supposed to be a
31 unified group, but you're privileged to have any kind
32 of opinion you want to. But you work best when you
33 work together.
34 I would also like to see that some of the things
35 that Ms. Floyd brought to fruition, including the huge
36 grant, block grant that we've just recently gotten
37 that's going to be in the Homeland Park area and tear
38 down something like twenty-six old drug houses. I
39 don't want the county to sit on that money. I want it
40 to go forth to whoever has to approve for the bids to
41 tear them down, and I want to see that money spent
42 right away.
43 I know there was also money in a grant for Broadway
44 Lake, and I think that hunk of money is still sitting
45 around somewhere, too. I don't understand what's
46 taking so long to get those things done.
47 Ms. Floyd was not always easy to work with, but she
48 did look after her people, and she did have groups that
49 she really worked well with; the Susan Booker Group,
50 the Broadway. But still areas that were under her

1 control or her expertise doesn't seem like they got the
2 same deserving attention that other areas in the county
3 get. The area along Welfare Baptist Church/Amity Road
4 is just pitiful with trash. The gun people have moved
5 over from North Major/South Major ---
6 LEON HARMON: Time, Mr. Chair.
7 TOMMY DUNN: Thank you, Mr. Harmon.
8 Anyone else?
9 LEON HARMON: Yes. Next speaker is
10 Kenneth Jackson, Jr.
11 KENNETH JACKSON: Good evening. I'm
12 Kenneth Jackson, Jr. I'm a resident of Fairplay,
13 Anderson County, and I appreciate the opportunity to
14 talk to you guys tonight.
15 My subject is the safety and the traffic conditions
16 on Old Dobbins Bridge Road, which is I-85 Exit 4. I am
17 also representing some residents in my general area, as
18 well as Seminole Point and some of the others that have
19 been active in some of our discussions on this.
20 There's way too much information for me to cover in
21 the three minutes I have. And it's also not possible
22 to show and to present in the auditorium some
23 information that I have prepared. But a file I
24 prepared should have been distributed to each of you
25 guys, I think today, my understanding is. So hopefully
26 you've had a chance to look at that. It highlights the
27 traffic situation at this Exit 4 interchange in general
28 and a comparison to other interchanges up and down I-85
29 where I've had an opportunity to look.
30 I also apologize for the late delivery of that
31 presentation. But last night I was in Oconee County
32 Planning Commission meeting where this topic was
33 actually acted on via an approved motion that I wish to
34 share with this council.
35 If you have had an opportunity to review the
36 pictures on the file I sent, you can see evidence of
37 the unsafe traffic backups due mainly to the semi
38 trucks trying to get to and from the interstate to the
39 truck stops, primarily Love's. You'll also be able to
40 see pictures from the other interchanges along I-85
41 that I propose are much better prepared to handle
42 traffic that's currently capable for Exit 4.
43 I approached Oconee County first because that's
44 where the next development of this interchange is
45 proposed to occur. But the Anderson County side is
46 where the safety and the traffic problems have started
47 and will continue to be a major issue with additional
48 development at this interchange. So what's bad now
49 will only get worse.
50 Oconee County has taken safety and traffic very

1 seriously regarding any future development at this
2 county-shared interchange and is being proactive about
3 it. Last night the Oconee County Planning Commission
4 unanimously approved a traffic and road study at this
5 interchange and requested their Planning Department to
6 return to the commission with specific recommendations.

7 As a Fairplay Anderson County resident I'm strongly
8 requesting the council here to immediate direct the
9 appropriate Anderson County representatives to work
10 with Oconee County Planning Department on this study.
11 I ask that this request be put into a motion for the
12 council to decide, even tonight.

13 I want to emphasize, I'm not opposed to any
14 development in that area. It's just that any future
15 development needs to be proactively managed starting by
16 addressing this already poor traffic condition. I ask
17 you to please get someone to engage with your cross-
18 county partners in the interchange shared by both
19 counties. Now is the time. Thank you.

20 TOMMY DUNN: Anyone else, Mr. Harmon?

21 LEON HARMON: Next speaker is Wesley

22 White.

23 WESLEY WHITE: Wesley White, District
24 1. First of all, I wanted to commend Mr. Dunn and the
25 adhoc committee for starting the process of discussions
26 on the ordinance changes that affect the land use.
27 Obviously one of the results was proven tonight with
28 the flag lot. That was a serious issue that, you know,
29 we've had multiple landowners come into our office and
30 struggle with. And the clarification now going forward
31 is really going to be helpful there. So I think the
32 committee is on the right path.

33 However, for those two of you who weren't able to
34 make it or weren't there, I know you've got certain
35 members on the adhoc committee, we had a lot of good
36 discussion. However, I didn't feel like, and several
37 others that I've spoken with felt like we had a
38 resolution and now tonight we hear that it's going to
39 be up for third reading on the next agenda with the
40 public hearing. I don't think the adhoc committee has
41 done enough to -- I know it's been in the works for a
42 while. However, the four that are up for discussion
43 with the setbacks and the lot size of ten thousand
44 square feet, there still just hasn't been enough
45 justification for these changes. It's just changed to
46 change and to slow growth in certain areas.

47 So I would recommend that it either be pulled from
48 the third reading next -- at the next agenda -- next
49 council meeting, so that we have time to further
50 discuss at the adhoc committee meetings. I think we

1 had a good showing. That's just what we see going
2 forward. I don't feel like enough has been done on
3 those to warrant having a third reading and possible
4 passage on those particular issues. Thank y'all.
5 TOMMY DUNN: Thank you. Anyone else?
6 LEON HARMON: No one else is signed
7 up, Mr. Chairman.
8 TOMMY DUNN: Thank you, Mr. Harmon.
9 Comments from council members. Mr. Davis.
10 JIMMY DAVIS: Thank you, Mr. Chair. I
11 just want to say that I'm excited this year that we're
12 hopefully going to have the Saluda River Rally. And I
13 invite our friends from Waste Connections to look into
14 that. It's a wonderful event. It draws people from
15 many, many states away. I believe the last time -- we
16 didn't have it last year, this past year, because of
17 COVID-19. But the year before we had over three
18 hundred people float the river. And we are the first
19 county in the state of South Carolina to complete an
20 all ADA compliant section of the Saluda River Blue
21 Trail. It's a beautiful river. It flows on the border
22 of Anderson County and Greenville County.
23 And my vision down the road is it's going to be a
24 huge economic impact for Anderson County. I hope
25 everyone will come out and participate in it. The
26 money we appropriated tonight, and this is why we did
27 this, was we've always had in the past a pretty good
28 sponsor that helped us with the expenses of the Saluda
29 River Rally. We have other sponsors, but we always had
30 kind of one big one. And this is, I believe, the
31 anniversary if I'm not mistaken, Mr. Burns, the ten-
32 year anniversary of the Saluda River Rally that we've
33 been able to have it. And so we were looking at -- you
34 know, I heard that we were short a sponsor and Ms.
35 Wilson and I teamed up and I said, what better year for
36 Anderson County to come out of a pandemic and we
37 sponsor the event? And this is an Anderson County
38 event and we welcome people from all over the world to
39 come and float this beautiful piece of river. We have
40 a good time. I encourage anyone that hasn't had an
41 opportunity to get in a boat and float the Saluda River
42 to come out and look us up and we'll make sure you have
43 an opportunity to do that. So I'm excited about the
44 Saluda River Rally this year and I look forward to it.
45 Just another word of thanks to Mr. Williamson and
46 his staff for the wonderful app. I think this is a
47 thing that we've been yearning for in Anderson County.
48 If there's anything I can do to help get the good word
49 out, we'll put it on some kayaks and float it down the
50 river if we have to and let three hundred people see it

1 then. But that's just an opportunity, another example,
2 of how we can publicize the great things we have going
3 on in Anderson County. Hopefully this year we're going
4 to have another Piedmont Community Day to celebrate the
5 wonderful little town of Piedmont and the heritage and
6 history that it has. These are opportunities, and the
7 wonderful tournaments and fishing opportunities we have
8 at Green Pond Landing and the other great things we
9 have going on in Anderson County. We need to get the
10 good word out to all our citizens. And I think this is
11 going to be the way we can do it. And I thank you for
12 your time. Thank you, Mr. Chair.

13 TOMMY DUNN: Thank you, Mr. Davis.
14 Mr. Sanders.

15 BRETT SANDERS: Nothing at this time,
16 sir.

17 TOMMY DUNN: Thank you. Mr. Graham?
18 RAY GRAHAM: Nothing at this time,

19 sir.
20 TOMMY DUNN: Thank you, Mr. Graham.
21 Mr. Wright?

22 JOHN WRIGHT: Nothing at this time,
23 sir.

24 TOMMY DUNN: Thank you. Ms. Wilson?
25 CINDY WILSON: Thank you. Mr. Davis

26 really spelled out the wonders of the river. This has
27 been a project that's been evolving for I guess about
28 twelve years now. It's been remarkable, the community
29 and corporate neighbors who have stepped up. Duke
30 Energy has contributed a lot of money. They've
31 actually had employees to build portage around the Lee
32 Steam Plant so we can now go further down the river.

33 How could we live in a finer county than Anderson
34 County? We've got boundaries on two sides of water,
35 Saluda River, Savannah River and all the lakes. It's
36 very hard not to find something to go do every weekend.
37 And you can be socially distanced, even, and still have
38 fun. Thank you.

39 TOMMY DUNN: Thank you, Ms. Wilson.

40 A few things. Again, I hope people will keep the
41 Holden family in their thoughts and prayers as they go
42 through this. Like I said, Mr. Holden served on
43 council I think over ten years, two different times,
44 and served District 5. Done a pretty good job for the
45 folks.

46 Also, I failed to mention at the start of the
47 meeting, but if we would keep our thoughts and prayers
48 for our head librarian, Ms. Faith Lines. Her mother
49 passed away. Let's be with her and her family,
50 thoughts and prayers as they deal with this.

1 Also, before it ever gets started, because we had a
2 gentleman here about two council meetings ago who asked
3 about this and we set him straight. That grant that
4 Ms. Floyd asked for, for demolishing houses is moving
5 forward, steam ahead. Council couldn't stop it if we
6 wanted to. Fact of the business, a big misconception
7 out there that we don't support this. Steve Newton
8 wrote the grant with the administrator's blessings.
9 And county council had to match money, and we put that
10 in our budget to pass this. So that is moving on full
11 steam ahead just like Ms. Floyd would want it to, like
12 she was here today.

13 I also want to thank the administrator and his
14 staff for taking care of another house down in that
15 area down there, or building rather, on South Main
16 Street. Very big eyesore in that community and helped
17 clean that place up. And appreciate that.

18 I also want to -- we'll be having a meeting before
19 the next council meeting about private roads. I've
20 been asked, and Mr. Davis, to do some work on that like
21 we did the flag lots. And we will be doing some things
22 on that and have some input on this private road
23 ordinance that's coming up, and getting that.

24 I want to again thank Mr. Williamson and his team
25 for the hard work on this app. I think it's going to
26 make Anderson County a better place. But I also want
27 to thank Mr. Williamson for his leadership and what he
28 does. Just last week we had some kind of scam going
29 on, some emails got a hold of me. Luckily I think Mr.
30 Graham was one of the first ones that knowed I wouldn't
31 send an email like that. It was about a paragraph long
32 or something another. And Mr. Williamson got wind of
33 it and got on it. And appreciate him taking care of
34 that and making sure no harm come on that.

35 I want to appreciate our Parks & Recreation
36 Department. We've got two big fishing tournaments
37 coming up this weekend on Lake Hartwell at the same
38 time. We've got a crappy tournament out at Green Pond
39 that's going to be well over fifty boats. And I think
40 we've got the college bass thing, probably over two
41 hundred boats, if not close to three hundred on that
42 right there. These boats, all of them has got at least
43 two people in them. Some of them's got three. These
44 boats have been on the lake, a lot of them, the past
45 two weeks scoping this thing out. I talked to four or
46 five folks this week already about how good it is and
47 what it's done to their business.

48 It was brought up a while ago about the -- earlier
49 tonight voting on some things to do at Green Pond. And
50 that money comes out of our hotel -- accommodations tax

1 money, what not. It couldn't be more fitting for what
2 Green Pond brings to Anderson County and puts heads in
3 beds. We -- during this pandemic, I think Mr. Burns
4 will vouch for this and record will prove it, our
5 hotels wouldn't be doing near what they did if it
6 wasn't for that Green Pond out there and the fishing
7 tournaments going on and having that lake out there.
8 Very thankful for that and look forward to many, many
9 more and some more announcements coming soon on that.

10 This gentleman here talking about the Fairplay
11 exit. Our ordinance says if we wanted to tonight, we
12 couldn't vote on nothing and make a motion. We don't
13 do business that way. Our stuff has to be on -- unless
14 it's an extreme emergency we have to have a notice of
15 twenty-four hours before we change agenda. But I will
16 ask Mr. Burns, if he would, to work with Oconee and
17 see. But instead of counties, the state needs to get
18 involved in this. This is their thing. Mr. Burns has
19 got the contacts and wherewithal to know how to handle
20 that and try to get something on that. And we
21 appreciate it.

22 Also, just a couple of things, housekeeping, to let
23 people know that don't know, Mr. Burns, our airport
24 shop contract is going out, maintenance thing is going
25 out or has already went out; is that not correct? Mr.
26 Carroll, it's already went out? Hopefully we'll have
27 that back -- when's the -- Mr. Carroll, two week,
28 three? Two weeks? So put the word out if somebody
29 wants the thing on that. And appreciate Mr. Sanders'
30 work on that and our new airport manager for what
31 they've done on that and getting that going.

32 Mr. Burns, with Mr. Harmon, is working on a fair
33 contract to report back to the council with that.
34 Hopefully we'll have something another very soon. It
35 looks like we will be able to have a fair with all
36 things coming to Anderson County this year.

37 And I want to appreciate everybody being here
38 tonight taking a part in our government. And look
39 forward to it and appreciate the staff and everybody
40 keeping up with council, doing that.

41 And Mr. Burns, too, I want to move ahead and get
42 that meeting scheduled for Homeland Park, the community
43 meeting me and you talked about.

44 BURRISS NELSON: We're just waiting until
45 we can roll out the rental assistance. We're about a
46 week and a half away from being able to do that.

47 TOMMY DUNN: Thank you.
48 Meeting be adjourned.

49
50

(MEETING ADJOURNED AT 7:46 P.M.)

ORDINANCE NO. 2021-018

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND [PROJECT B4] WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on _____, 2021 an inducement resolution (the “*Inducement Resolution*”) with respect to certain proposed investment by [Project B4], a _____ (the “*Company*”) (which was known to the County at the time as “*Project B4*”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new distribution/manufacturing facility in the County (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$11,891,627 in the County within the Standard Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

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

WHEREAS, pursuant to the Inducement Resolution, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company (the “*Fee Agreement*”), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain infrastructure credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form

of the Fee Agreement which the County proposes to execute and deliver; and

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

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

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

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

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

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

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

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

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council 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, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the 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 County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

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

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

ENACTED in meeting duly assembled this _____ day of _____, 2021.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Rusty Burns, Anderson County Administrator

M. Phyllis White, Assistant Clerk to Anderson County Council

APPROVED AS TO FORM:

Leon Harmon, Anderson County Attorney

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

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

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

M. Phyllis White, Assistant Clerk to County Council,
Anderson County, South Carolina

Dated: _____, 2021

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT B4]

Dated as of _____, 2021

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**SUMMARY OF CONTENTS OF
FEE IN LIEU OF TAX AGREEMENT**

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

Company Name:	[Project B4]	Project Name:	Project B4
Projected Investment:	\$11,891,627		
Location (street):	<i>To be provided</i>	Tax Map No.:	<i>To be provided</i>
1. FILOT			
Required Investment:	\$11,891,627		
Investment Period:	5 years	Ordinance No./Date:	<i>To be provided</i>
Assessment Ratio:	6%	Term (years):	30
Fixed Millage:	326.3 mills	Net Present Value (if yes, discount rate):	
Clawback information:	If the Contract Minimum Investment Requirement is not made during the Standard Investment Period, the FILOT is terminated retroactively		
2. MCIP			
Included in an MCIP:	To be included in Anderson/Greenville Park (2010)		
If yes, Name & Date:			
3. SSRC			
Total Amount:			
No. of Years	30 years		
Yearly Increments:	85% years 1 – 5, 35% years 6 – 30		
Clawback information:	If the Contract Minimum Investment Requirement is not made during the Standard Investment Period, the SSRC is terminated retroactively.		
4. Other information	In the event \$11,891,627 has been invested within the Standard Investment Period, the Standard Investment Period shall be extended an additional 5 years.		

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the "*Fee Agreement*") is made and entered into as of _____, 2021 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the "*County*"), a body politic and corporate and a political subdivision of the State of South Carolina (the "*State*"), acting by and through the Anderson County Council (the "*County Council*") as the governing body of the County, and **[PROJECT B4]**, a _____ organized and existing under the laws of the State of _____ (the "*Company*").

RECITALS

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

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

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

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

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

6. By enactment of an Ordinance on _____, 2021, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

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

ARTICLE I
DEFINITIONS

Section 1.01 Definitions

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

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

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

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

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

“Company” shall mean [Project B4], a _____, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$11,891,627 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

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

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

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

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

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

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

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

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

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

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

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

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

“Extended Investment Period” shall mean the period ending five (5) years after the end of the Standard Investment Period.

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

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

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

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

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

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

“Investment Period” shall mean, and shall be equal to, the Standard Investment Period plus the Extended Investment Period, if applicable.

“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.

“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 to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

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

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

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.

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

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

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

“State” shall mean the State of South Carolina.

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

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

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

Section 1.02 Project-Related Investments

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

[End of Article I]

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 326.3 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2021, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

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

Section 2.02 Representations, Warranties, and Agreements of the Company

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

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

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a distribution/manufacturing facility, 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 Standard Investment Period.

[End of Article II]

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Standard Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2022. In the event, the Contract Minimum Investment Requirement has been met within the Standard Investment Period, the Investment Period shall be extended to include the Extended Investment Period.

(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, does not meet the Contract Minimum Investment Requirement within the Standard Investment Period, the provisions of Section 4.03 hereof shall control.

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

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

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

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

FILOT PAYMENTS

Section 4.01 FILOT Payments

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

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (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 and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 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 326.3 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

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

Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for a period of five (5) consecutive years in an amount equal to eighty-five percent (85%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement, and thereafter, for a period of twenty-five (25) consecutive years in an amount equal to thirty-five percent (35%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

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

(c) In no event shall the aggregate amount of all Special Source Credits claimed by the Company exceed the amount expended with respect to the Infrastructure at any point in time. 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 taxes. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Standard Investment Period.

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

(f) Each annual Special Source Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Credit to be provided to the Company for such property tax year.

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

Section 4.03 Failure to Achieve 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 such Sponsor Affiliates shall 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 the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Standard Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Revenue Credits received) (such excess, a "*Deficiency Amount*") for the period through and including the end of the Standard Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Standard Investment Period.

(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 Equipment

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

Section 4.05 FILOT Payments on Replacement Property

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

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

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

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

In the event of a Diminution in Value of the Economic Development Property, the 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 Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive ends, and this Fee Agreement is terminated, if the Company ceases operations at the Project. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of 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 agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

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

Section 5.03 Confidentiality

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

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Revenue Credits shall be payable only from FILOT payments received from

or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

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

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

that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

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

Section 5.07 Qualification in State

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

Section 5.08 No Liability of County's Personnel

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

Section 5.09 Assignment, Leases or Transfers

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

transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

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

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

Section 5.10 Administration Expenses

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

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

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

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in form reasonably acceptable to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during

which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with any Sponsor Affiliates) failure to meet the 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.

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]

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:

Attn: _____

With a copy to:

James K. Price
Nexsen Pruet, LLC
55 E. Camperdown Way, Suite 400
Greenville, South Carolina 29601

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

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto

(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 Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

[End of Article VII]

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Tommy Dunn, Chairman of County Council,
Anderson County, South Carolina

ATTEST:

M. Phyllis White, Assistant Clerk to County Council,
Anderson County, South Carolina

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

[PROJECT B4]

a _____

By: _____

Name: _____

Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

[To be provided]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of [PROJECT B4] (the "*Company*"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2021 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__.

Name: _____
Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of [PROJECT B4] (the "*Company*"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2021 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 Infrastructure 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. 2021-019

AN ORDINANCE TO AMEND SECTION 42-119 OF THE CODE OF ORDINANCES, ANDERSON, SOUTH CAROLINA SO AS TO ADD SECTION 42-119(i) REGARDING COMMUNITY CAT CAREGIVERS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Section 42-116 of the Code of Ordinances, Anderson County, South Carolina currently contains a Community Cat Diversion Program which addresses community cats;

WHEREAS, THE Community Cat Diversion Program involves a Trap/Neuter/Return (“TNR”) process by which community cats are humanely trapped, sterilized, ear tipped, and vaccinated against rabies and then returned to their original location; and

WHEREAS, the Anderson County Council desires to modify the Community Cat Diversion Program to impose certain requirements upon community cat caregivers.

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

1. Section 42-119 of the Code of Ordinances, Anderson, South Carolina is hereby amended to add Section 42-119(i) to read as follows:

(i) Any person who traps a community cat and delivers it to Anderson County PAWS under the Trap/Neuter/Return process shall provide appropriate water and food for such community cats in the future and return the community cat at PAWS to appropriate intervals to receive rabies vaccination.

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 6th day of April, 2021.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

M. Phyllis White
Assistant Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

ORDINANCE 2021-020

AN ORDINANCE TO AMEND SECTION 2-632 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA SO AS TO ESTABLISH THE MEMBERSHIP, MEETING REQUIREMENTS, AND PROCEDURE OF THE PURCHASING REVIEW PANEL; AND OTHER MATTERS RELATED THERETO. (TITLE ONLY)

ORDINANCE NO. 2021-021

AN ORDINANCE TO AMEND SECTION 10-63 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, SO AS TO ESTABLISH THE MEMBERSHIP MEETING REQUIREMENTS, AND PROCEDURE OF THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS; AND OTHER MATTER RELATED THERETO. (TITLE ONLY)

ORDINANCE NO.: 2021-022

AN ORDINANCE TO AMEND SECTION 30-81, 30-82, AND 30-83 OF THE CODE OF ORDINANCES, ANDERSON, SOUTH CAROLINA SO AS TO DISSOLVE THE EMERGENCY MEDICAL SERVICES ADVISORY COMMITTEE BY DELETING THESE SECTIONS OF THE CODE OF ORDINANCES AND RESERVING THESE SECTIONS FOR FUTURE USE; AND OTHER MATTERS RELATED THERETO. (TITLE ONLY).

ORDINANCE NO.: 2021- 023

AN ORDINANCE TO AMEND SECTION 38-314 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA SO AS TO ADD SECTION 38-314 (E) REGARDING PRIVATE ROAD STANDARDS; AND OTHER MATTERS RELATED THERETO (TITLE ONLY)

ORDINANCE NO. 2021-024

AN ORDINANCE TO APPROVE THE GROUND LEASE AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND TCTC RESEARCH FOUNDATION, LLC FOR LOCATION OF AN ASPHALT RESEARCH AND LABORATORY AT 1428 PEARMAN DAIRY ROAD FACILITY OWNED BY ANDERSON COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County is the owner of the real estate located at 1428 Pearman Dairy Road, Anderson, South Carolina 29625, consisting of approximately 534,778 square feet of building improvements located on approximately 125.5 acres with TMS No. 095-15-01-001;

WHEREAS, the TCTC Research Foundation, LLC desires to lease approximately 5516 square feet in the 1428 Pearman Dairy Road building of an asphalt research and development laboratory; and

WHEREAS, the location of an asphalt research and development laboratory will be a part of and enhance the economic development efforts of the County.

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

1. The Ground Lease Agreement, attached as Exhibit A, between Anderson County and the TCTC Research Foundation, LLC is hereby approved and the Anderson County Administrator is authorized to execute the Ground Lease Agreement on behalf of the County.

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

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

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

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

ORDAINED in meeting duly assembled this _____ day of _____, 2021.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

M. Phyllis White
Assistant Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

To Ground Lessee at:

Attention:

To Ground Lessor at: Anderson County
101 South Main Street
Anderson, South Carolina 29622
Attention: County Administrator

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

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

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

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

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

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

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

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

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

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

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

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

GROUND LESSOR:
ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council

By: _____
County Administrator

[SEAL]
Attest:

By: _____
Clerk, County Council

ADDITIONAL WITNESSES

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

GROUND LESSEE:

||

By: _____
President

ADDITIONAL WITNESSES

[TRI-COUNTY TECHNICAL COLLEGE SIGNATURE PAGE]

EXHIBIT A
PROPERTY DESCRIPTION

[to be completed]

EXHIBIT B
PROPERTY DEPICTION

[to be completed]

ORDINANCE NO. 2021-025

AN ORDINANCE TO APPROVE A GOVERNMENTAL REAL ESATE LEASE BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND TRI-COUNTY TECHNICAL COLLEGE ENTERPRISE CAMPUS AUTHORITY FOR A PORTION OF THE BUILDING LOCATED AT 1428 PEARMAN DAIRY ROAD FOR AN ENTERPRISE CAMPUS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County is the owner of the real estate located at 1428 Pearman Dairy Road, Anderson, South Carolina 29625, consisting of approximately 534,778 square feet of building improvements located on approximately 125.5 acres with TMS No. 095-15-01-001 (“the Property”);

WHEREAS, a portion of the Property will be used as an Enterprise Campus to be administered by the Tri-County Technical College Enterprise Campus Authority;

WHEREAS, the purpose of the Enterprise Campus is to enhance and encourage economic development within Anderson County; and

WHEREAS, this Governmental Real Estate Lease covers that portion of the building to be included in the Enterprise Campus.

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

1. The Anderson County Council hereby approves the Governmental Real Estate Lease Agreement between Anderson County and Tri-County Technical College Enterprise Campus Authority and further authorizes the County Administrator to execute the Agreement 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 _____, 2021.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

M. Phyllis White
Assistant Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

GOVERNMENTAL REAL ESTATE LEASE

THIS LEASE AGREEMENT (“Lease”) is made as of the Executed Date (which is the date on which the Department of Administration, Real Property Services, executes this Lease as set forth on the signature page) by and between: Anderson County, South Carolina, a political subdivision of the State of South Carolina (“Landlord”) having an address of 101 South Main Street, Anderson, South Carolina 29622, Attention: County Administrator, and the Tri-County Technical College Enterprise Campus Authority (“Tenant”), an agency, institution, department (including any division or bureau thereof) or political subdivision of the State of South Carolina having an address at Post Office 587, Pendleton, South Carolina 29670, Attention: Chief Executive Officer.

ARTICLE 1 - DEMISE OF PREMISES

1.1. Landlord hereby leases and lets to Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, the premises (“Demised Premises”) consisting of approximately 198,120 rentable square feet on the first (1st) floor of the building (“Building”) located at TMS 951402002, 1410 and 1428 Pearman Dairy Road, in the County of Anderson, State of South Carolina (“Land”), together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto. A floor plan of the Demised Premises is attached hereto as Exhibit A.

ARTICLE 2 - TERM

2.1. The term of this Lease shall be five (5) years (“Term”) beginning on [], 2021, (“Commencement Date”) and, unless terminated or extended, shall end on [], 2026, (“Termination Date”).

ARTICLE 3 - BASIC RENT

3.1. Tenant shall pay rent (“Basic Rent”) to Landlord during the Term at the annual rate of \$1, payable on the Commencement Date and in advance on or before the 10th day of each consecutive calendar year.

3.2. Rentable square footage shall be determined in accordance with the Standard Method for Measuring Floor Area in Office Buildings published by the Building Owners and Managers Association International (BOMA), as revised and adopted June 7, 1996.

3.3. All rental payments to be made by Tenant pursuant to this Lease shall be apportioned and prorated as of the Commencement Date and the Termination Date or as of the date of an earlier termination pursuant to this Lease, as the case may be.

3.4. Unless notified otherwise in writing, all payments of Basic Rent shall be mailed to Landlord at the address provided in the preamble to this Lease.

ARTICLE 4 - USE

4.1. Tenant shall have the right to use the Demised Premises for any lawful purpose consistent with South Carolina Code Annotated section 59-53-2400, *et seq.*

4.2. If during the Term the application of any statute, code or ordinance of any government, authority, agency, official or officer applicable to the Building or the Demised Premises makes it impossible or not economical for Tenant to operate in the Demised Premises in accordance with subparagraph 4.1, then Tenant, at its option, may terminate this Lease, whereupon the Basic Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

ARTICLE 5 - ASSIGNMENT AND SUBLETTING

5.1. Tenant shall have the absolute right to assign this Lease or sublet the Demised Premises to any State agency, institution, department, bureau, political subdivision or State-operated entity, and, with the

prior written consent of Landlord, which shall not be unreasonably withheld, to any other person or party, provided that any such assignment or sublease shall be upon the same terms and conditions as this Lease.

5.2. Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any assignee or sub-lessee of Tenant and the performance of such act shall be deemed to be performance by Tenant.

ARTICLE 6 - SERVICES

6.1. The services provided by the Landlord to Tenant as part of Basic Rent shall include, but are not limited to, water and sewer, lighting, heating, ventilating, air conditioning, electricity, janitorial service, security service, fire detection service, fire suppression, grounds maintenance, general building maintenance, building equipment maintenance, electrical systems maintenance, HVAC maintenance, plumbing maintenance and any other service necessary to maintain and operate all Building and site improvements. Services provided by the Landlord shall include all service charges, labor, materials and supplies.

6.2. Tenant shall have the option but not the obligation to separately meter all utilities servicing the Demised Premises and to make direct payment for such utility services to the suppliers thereof. If such option is exercised, Tenant shall notify the Landlord in writing and basic rent shall be adjusted to exclude those services separately metered.

ARTICLE 7 – LANDLORD’S REPRESENTATIONS AND WARRANTIES

7.1. Landlord represents and warrants to Tenant that:

(a) Landlord is the owner of the Land and Building in fee simple, title is marketable and not subject to any defects or encumbrances which could adversely affect the use of the Demised Premises as contemplated by this Lease, and Landlord has full right, power and authority to execute and deliver this Lease and to grant to Tenant the exclusive use and possession of the Demised Premises;

(b) The use of the Demised Premises contemplated by the Lease will be a permitted use under all applicable statutes, codes, rules, regulations and ordinances now in effect and, to the best of the Landlord’s knowledge, there are no pending proceedings or plans to change such statutes, codes, rules, regulations and ordinances;

(c) Neither the Land, the Building nor the Demised Premises, nor any portion thereof, is being condemned or taken by eminent domain and, to the best of the Landlord’s knowledge, no such proceedings are contemplated by any lawful authority;

(d) To the best of Landlord’s knowledge and belief, there is available to the Building and the Demised Premises adequate public water, gravity fed storm and sanitary sewers, electricity and telephone service for Tenant’s intended use of the Demised Premises as described in this Lease;

(e) Landlord will not discontinue any service required to be provided by Landlord pursuant to this Lease and, if any such discontinuance is contemplated, Landlord will provide Tenant with written notice at least 30 days prior thereto together with a statement of the appropriate reduction in Basic Rent as compensation for such discontinuance;

(f) Landlord will keep the Land, the Building and the Demised Premises in good order and repair and make all reasonable improvements to maintain the Land, the Building and the Demised Premises in the same condition as at the commencement of this Lease;

(g) Landlord will keep the Building and the Demised Premises protected against flood, storm, water leakage through roofs and windows and against other hazards of nature and will repair or protect same from such hazards within 90 days after Landlord has notice of damage or the need for repair;

(h) Landlord will repair and remediate any damage and environmental hazard (including mildew and mold) to the Building and/or the Demised Premises resulting from water damage within 90 days after Landlord has notice of damage or the need for repair;

(i) Landlord will be responsible for any asbestos testing needed and asbestos abatement required as a result of Renovations or Improvements, as defined in Article 10 hereinbelow, made by Landlord or Tenant;

(j) Landlord will provide peaceful and quiet enjoyment of the Demised Premises to Tenant and will not allow such peaceful and quiet enjoyment to be disrupted or interfered with by any other tenant in the Building, by Landlord, by anyone claiming under Landlord or any other person, party or entity;

(k) To the best of Landlord's knowledge, the common areas of the Building and the Land comply with the Americans with Disabilities Act of 1990 and the rules and regulations promulgated thereunder ("ADA") together with any amendments thereto;

(l) Landlord represents and warrants that the rentable square footage for which Tenant is making payment has been measured and computed in accordance with BOMA standards; and

(m) Landlord shall provide a floor plan of the Demised Premises as occupied by the agency at the commencement of the lease within 30 days of tenant's occupancy.

7.2. Landlord acknowledges that Tenant is relying upon each of the representations and warranties set forth in subparagraph 7.1 and that the matters represented and warranted by Landlord are substantial and material to Tenant. In the event such representations and warranties shall be breached by Landlord, Tenant, at its sole election, may terminate this Lease in accordance with subparagraph 13.1(d).

ARTICLE 8 – TENANT'S COVENANTS

8.1. Tenant covenants and agrees that it shall:

(a) Pay Basic Rent when due (provided a written invoice is submitted 30 days in advance to the Tenant by the Landlord) provided, however, that should any rent become more than 15 days past due, Landlord shall give Tenant notice in writing to pay the same within 15 days of receipt of such notice;

(b) Maintain the Demised Premises in a clean and good condition and return the Demised Premises to Landlord at the termination of this Lease in accordance with Article 17 hereof. Tenant shall not be obligated to make any repairs arising out of or in any way caused by 1) settling, 2) defects in labor, workmanship, materials, fixtures or equipment employed, supplied or installed by or on behalf of Landlord, or 3) the negligence of Landlord, its agents or employees.

(c) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Demised Premises;

(d) Give Landlord reasonable notice of any accident, damage, destruction or occurrence affecting the Demised Premises; and

(e) Allow Landlord reasonable access to the Demised Premises for inspections.

ARTICLE 9 - ARCHITECTURAL BARRIERS

9.1. Landlord covenants and agrees that the Land, Building and Demised Premises, being open to the public, shall comply with any and all applicable State law, rules and regulations with respect to architectural barriers or design that would prohibit free and full access to and use of the Land, Building, Demised Premises or any part thereof by the aged, disabled or physically handicapped. In the event the Land, Building or Demised Premises do not so comply as of the Commencement Date of this Lease, Landlord

shall, at Landlord's sole cost and expense and within 90 days following the Commencement Date, alter, repair, renovate or otherwise provide at the Land, Building and Demised Premises all reasonable access and use thereof for the aged, disabled or physically handicapped as required by Law.

ARTICLE 10 - ADDITIONS, IMPROVEMENTS AND ALTERATIONS

10.1. Landlord shall make all renovations to the Demised Premises in accordance with Tenant's plans and specifications annexed hereto as Exhibit B ("Renovations"). All Renovations shall be performed in a good and workmanlike manner and in accordance with all applicable statutes, codes, rules, regulations and ordinances. Tenant shall have the right to inspect the Demised Premises and the Renovations, from time to time as Tenant shall deem necessary or appropriate, to determine whether the Renovations, as made or being made by Landlord, are in accordance with the plans and specifications. Landlord shall complete the Renovations prior to the Commencement Date of this Lease. In the event the Renovations have not been completed by the Commencement Date, Tenant shall have the option to (a) extend the Commencement Date of this Lease to a date not later than 90 days following the original Commencement Date, or (b) take possession of the Demised Premises, in which event Basic Rent and Additional Rent shall abate until completion of the Renovations by Landlord, such date to constitute the new Commencement Date of this Lease. In the event Tenant elects to extend the Commencement Date pursuant to subparagraph (a) above and, in the further event the Renovations are not completed by the new Commencement Date, Tenant shall have the right to terminate this Lease by written notice to Landlord in which event this Lease shall be rendered null and void, or Tenant shall have the right, but not the obligation, to undertake such renovations and, in such event, shall have the right to deduct the cost thereof from Basic Rent. Upon Landlord's completion of Renovations, Landlord shall provide Tenant with written notice thereof and shall obtain a permanent certificate of occupancy for the Demised Premises, if required by applicable law.

10.2. Tenant may, with the prior written consent of Landlord, which shall not be unreasonably withheld, make nonstructural additions, improvements or alterations to the Demised Premises ("Improvements") at its sole cost and expense. Each such improvement shall be completed in a good and workmanlike manner and in accordance with all applicable codes, rules and regulations. Tenant shall advise Landlord, when requesting consent to install Tenant Improvements, whether Tenant will remove the Improvements at the termination of this Lease. If Tenant elects not to remove the Improvements, the Improvements shall become part of the Demised Premises and subject to this Lease. If the Improvements will be removed by Tenant, Tenant shall restore the Demised Premises to its condition prior to such installation, reasonable wear and tear and damage by fire or other casualty excepted.

10.3. Landlord agrees that all trade fixtures, signs, equipment, furniture or other personal property of whatever kind or nature kept or installed at the Demised Premises by Tenant shall not become the property of Landlord or a part of the realty no matter how affixed to the Demised Premises and may be removed by Tenant at any time and from time to time during the term of this Lease.

ARTICLE 11 - CONDEMNATION AND CASUALTY

11.1. If there is any damage to or destruction of the Building, the Demised Premises or any portions thereof, or if any proceedings or negotiations are instituted which do or may result in a taking by condemnation or eminent domain ("Taking"), each party will promptly give notice thereof to the other, describing the nature and extent thereof.

11.2. If the restoration, replacement or rebuilding of the Building or the Demised Premises or any portion thereof as nearly as practicable to its value, condition and character immediately prior to any damage, destruction or Taking ("Restoration") can be completed within 90 days after the occurrence, Tenant may elect to either (a) terminate the Lease immediately upon providing notice to Landlord or (b) allow Landlord to commence and complete Restoration of the Building and the Demised Premises.

11.3. If Tenant elects to allow Landlord to Commence and complete Restoration of the Building and the Demised Premises and Restoration cannot be completed within 90 days after the occurrence, then

Tenant may terminate this Lease by notice to Landlord given within 10 days following the earlier to occur of (a) the date the Restoration should have been completed, or (b) the date on which Landlord advises Tenant that the Restoration cannot be completed within 90 days of the occurrence, whereupon Basic Rent and all other payments by Tenant hereunder shall be apportioned as of the date of the damage, destruction or Taking.

11.4. Upon damage or destruction to the Building or the Demised Premises or upon a Taking thereof which does not result in termination, Basic Rent and all other payments and charges payable by Tenant hereunder shall abate as of the date of the occurrence, or in the case of partial damage, destruction or Taking which does not cause Tenant to discontinue use of the Demised Premises as contemplated herein, the Basic Rent and all other payments and charges shall be equitably apportioned.

11.5. Nothing contained herein shall be deemed or construed to prevent Tenant from asserting and prosecuting a claim for the value of its leasehold estate, its leasehold improvements or moving and related costs in the event of any Taking.

ARTICLE 12 – INSURANCE AND TAXES

12.1. Landlord shall at all times during the Term of this Lease maintain, with insurers authorized to do business in the State of South Carolina (“State”), fire insurance with extended coverage for the Building of which the Demised Premises is a part in an amount not less than the actual replacement cost, including the cost of debris removal.

12.2. If, as a result of Landlord’s leasing of the remaining portions of the Building to parties other than Tenant, or as a result of any assignment or subletting by such parties, Landlord’s insurance premium for the coverage required by subparagraph 12.1 shall be increased, Tenant shall not be liable for or obligated to pay any portion of such increase.

12.3. Landlord shall pay, when due, real estate taxes assessed against the Land and Building during the Term of this Lease.

ARTICLE 13 - TENANT CANCELLATION PRIVILEGE

13.1. Notwithstanding the Commencement Date and Termination Date set forth in subparagraph 2.1 of this Lease, Tenant shall have the right to cancel this Lease or to relinquish any portion of the Demised Premises upon giving Landlord 30 days written notice of its cancellation hereof upon the occurrence of any one or more of the following:

(a) If appropriations, revenue, income, grants or other funding, from any source (including but not limited to Federal, State and/or County sources), are not provided to the Tenant in an amount sufficient to carry out the purposes and programs of Tenant, including the payment of Basic Rent and all other payment obligations of Tenant pursuant to this Lease, the sufficiency of such funds to be determined solely by the Department of Administration, Real Property Services;

(b) If the Tenant is dissolved and no longer performs the functions and purposes ascribed to it;

(c) If at any time during the Term the square footage in the Demised Premises is, in the sole opinion of the Department of Administration, Real Property Services, inadequate, insufficient or unnecessary for the normal operations and maximum efficiency of Tenant;

(d) If Landlord shall have breached any covenant, condition, representation or warranty made by Landlord in this Lease and such breach shall have continued uncured or uncorrected for a period of 30 days after notice by Tenant to Landlord of such breach and request to cure or correct, or as otherwise stated herein; or

(e) If Landlord rejects Tenant’s request for additional space in the Building upon the same

terms and conditions as stated herein, including the annual rate per rentable square foot for rent.

13.2. In addition to the cancellation privileges set forth in subparagraph 13.1, Tenant shall also have the right to cancel this Lease or any portion of the Demised Premises at any time after the first six (6) months of the Term by giving 60 days' written notice to Landlord of Tenant's intention to vacate all or a portion of the Demised Premises, which notice may be provided within the first six (6) months of the Term, to relocate to a building owned or otherwise controlled by the State or any County or City in the State.

13.3. Tenant shall have the right to reduce the size of the Demised Premises during the term of the lease with no continuing obligation under this Lease pertaining to such space by providing Landlord at least 30 days prior written notice identifying the space to be vacated and the date on which Tenant intends to vacate such space. Should Tenant exercise its right to reduce space, Tenant shall relinquish space which is (i) contiguous with any previously relinquished or otherwise vacant space on the same floor; and/or (ii) is reasonably marketable to a third party. Tenant's rights under this section are separate and in addition to any space that may be relinquished under this Article 13. Rent shall be reduced by the amount of space relinquished multiplied by the applicable annual rate per square foot as stated in subparagraph 2.1 hereinabove.

ARTICLE 14 - EXEMPTIONS

14.1. Landlord and Tenant agree that Tenant shall be specifically exempt from the payment, furnishing or providing to Landlord of any of the following:

(a) Security deposits for any rents or other charges to be paid by Tenant pursuant to this Lease or for any service or item supplied to Tenant by Landlord;

(b) Liquidated or punitive damages for any cause or reason;

(c) Landlord's attorneys' fees, court costs or costs of collection in connection with any action or inaction by Tenant under this Lease;

(d) Any form of insurance coverage for Landlord or any person or entity other than Tenant or for any real or personal property of any party other than Tenant including, but not limited to, fire, comprehensive general public liability or contractual liability; provided, however, that this provision shall not apply to the payment by Tenant of its portion of the costs for the insurance required to be maintained by Landlord in accordance with Article 12 of this Lease;

(e) Any indemnification, hold harmless, release or waiver agreement by Tenant to Landlord or any other person, party, or entity; and

(f) Payment of any late charges or penalties for failure by Tenant to make payment of Basic Rent, Additional Rent, or any other charges payable to Landlord pursuant to this Lease.

ARTICLE 15 - SUBORDINATION AND NON-DISTURBANCE

15.1. Any mortgage which may now or hereafter affect the Land, the Building, the Demised Premises, or any part thereof, and any renewals, modifications, consolidations, replacements or extensions thereof shall provide that so long as there shall be no continuing event of default by Tenant hereunder, the leasehold estate of Tenant created hereby and Tenant's peaceful and quiet possession of the Demised Premises shall be undisturbed by any foreclosure of such mortgage. In the event that any such mortgage affects the Land, the Building or the Demised Premises as of the Commencement Date, Landlord shall furnish Tenant with an executed Subordination, Non-Disturbance Agreement and Attornment Agreement in substantially the same form as Exhibit C.

ARTICLE 16- MINOR REPAIRS

16.1. If at any time during the Term Tenant shall find in the Demised Premises items in need of repair or replacement, including, but not limited to, torn or damaged carpet, improper or inadequate lighting, faulty workmanship in construction, inoperative door locks or other similar deficiencies which affect Tenant's use and enjoyment of the Demised Premises, Tenant shall give written notice thereof to Landlord and Landlord shall, at its sole cost and expense, repair, replace or otherwise cure the deficiencies described by Tenant within 30 days of the date of Tenant's notice thereof. In the event Landlord shall fail or refuse to repair, replace or cure the deficiency within the time aforesaid and the cost of such repair, replacement or cure is less than \$3,000, Tenant shall have the right, but not the obligation, to undertake such repair, replacement or cure and, in such event, shall have the right to deduct the cost thereof from the next due monthly installment of Basic Rent. In the event Tenant does not undertake such repair, replacement or cure, irrespective of the cost thereof, and Landlord shall not have repaired, replaced or cured such deficiency within 60 days of the date of Tenant's notice to Landlord of such deficiency, Tenant may, at its option, terminate this Lease, whereupon the Basic Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

ARTICLE 17 - SURRENDER

17.1. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises to Landlord in good order and condition, except for ordinary wear and tear, permitted additions, improvements or alterations made by Tenant and the results of any damage, destruction or Taking. Tenant shall remove from the Demised Premises on or prior to such expiration or earlier termination all of its property situated therein.

ARTICLE 18 - NOTICES

18.1. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when either (i) personally delivered, or (ii) sent by first class mail, postage prepaid, or (iii) delivered, costs prepaid, by any reputable delivery service that provides written evidence of delivery, or (iv) sent during normal business hours by facsimile transmission or other electronic transmission, including e-mail, that is evidenced by written mechanical confirmation of delivery or written confirmation from the recipient that the transmission was received, in which case notice shall be deemed given on the date of facsimile or electronic transmission. Notice shall be given at the addresses appearing in the preamble to this Lease.

ARTICLE 19 - AMENDMENTS

19.1. This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purposes unless it is in writing and signed by the party against whom enforcement thereof is sought.

ARTICLE 20 - HOLDOVER

20.1. In the event Tenant shall remain in the Demised Premises after the Term, has expired and Tenant shall have failed to give notice to Landlord of Tenant's intent to extend this Lease in accordance with subparagraph 2.1 hereof, Tenant shall be deemed to be a tenant from month to month and Tenant shall continue to pay the Basic Rent last in effect under the Lease until either Landlord or Tenant, by 30 days' written notice to the other, shall terminate this Lease, whereupon the Basic Rent and all other charges payable by Tenant hereunder shall be apportioned as of such date of termination.

ARTICLE 21 – PARKING

21.1. Tenant shall have full access to and free use of the surface parking lot surrounding the Building. Landlord shall be responsible for maintaining the surface parking lot in good repair.

ARTICLE 22 - MISCELLANEOUS

22.1. If any provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

22.2. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

22.3. This Lease may be executed in counterparts, each of which when so executed and delivered, shall constitute an original, fully executed counterpart for all purposes, but such counterparts shall constitute but one instrument.

22.4. The Article headings of this Lease are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

22.5. This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

22.6. In the event Landlord is involved in any bankruptcy or insolvency proceedings and Landlord's trustee fails to perform or rejects any of the Landlord's obligations under this Lease, Tenant shall have the option to terminate this Lease.

22.7. Exhibit A (Floor Plan), Exhibit B (Renovations), and Exhibit C (Subordination, Non-Disturbance and Attornment) referred to in this Lease are incorporated herein and made a part hereof.

22.8. Any amendment, renewal, subordination, non-disturbance, attornment, estoppel, or other agreement affecting a change to the terms and conditions herein and requiring the signature of Tenant requires the approval of Real Property Services.

22.9. This Lease is subject to and conditioned upon the approval of Real Property Services and shall be of no force or effect until the consent of such office shall be endorsed herein.

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

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year indicated under their signature.

WITNESS:

LANDLORD:

ANDERSON COUNTY, SOUTH CAROLINA

By:
Its:
Date: _____

WITNESS:

TENANT:

TRI-COUNTY TECHNICAL COLLEGE
ENTERPRISE CAMPUS AUTHORITY

By:
Its:
Date: _____

This Lease is approved in accordance with the South Carolina Code of Regulations §19-447.1000 by the Department of Administration, Real Property Services, this ____ day of _____, 2021.

Ashlie Lancaster, Director

EXHIBIT A
FLOOR PLAN

EXHIBIT B
RENOVATIONS

None

EXHIBIT C
SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT ("Agreement") is made as of [Month] [Date], 20[], between, Tri-County Technical College Enterprise Campus Authority ("Tenant"), an agency, institution, department (including any division or bureau thereof) or political subdivision of the State of South Carolina having an address at Post Office 587, Pendleton, South Carolina 29670 ("Tenant"); Anderson County, South Carolina, a political subdivision of the State of South Carolina ("Landlord") having an address of 101 South Main Street, Anderson, South Carolina 29622, Attention: County Administrator ("Landlord") and [], having an address at [] ("Lender," with Tenant and Landlord are collectively "Parties").

Reference is made to the following facts:

A. Under a Governmental Real Estate Lease Agreement ("Lease") dated _____, by and between _____, predecessor in interest to Landlord, and Tenant, Tenant will occupy certain premises ("Leased Premises") located in _____ County, South Carolina and more particularly described in Exhibit "A" attached hereto and made a part hereof (such property being hereinafter referred to as the "Property").

B. Lender has made or has been requested to make a loan ("Loan") to Landlord secured by a Deed to Secure Debt and Security Agreement, Mortgage and Security Agreement or Deed of Trust and Security Agreement ("Security Agreement") encumbering the Property.

C. The Security Agreement and all other documents and instruments evidencing, securing or relating to the Loan shall be hereinafter collectively referred to as the "Loan Documents".

D. Tenant has agreed that Tenant will agree to attorn to Lender, provided Tenant is assured of continued and undisturbed occupancy of the Leased Premises under the terms of the Lease.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth below, the Parties hereto agree as follows:

1. Lender agrees with Tenant that, in the event the interest of Landlord in the Property and the Lease shall be acquired by Lender by reason of foreclosure of the Security Agreement or other proceeding brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or by any other method, or in the event of any other action pursuant to the Loan Documents, then in any such event:

(a) Tenant shall not be joined as a party defendant in any such foreclosure proceeding which may be instituted by Lender; and

(b) The Lease shall not be terminated or affected by any such action and Lender will recognize Tenant's rights under the Lease, and Tenant shall peaceably hold and enjoy the Leased Premises for the remainder of the unexpired term of the Lease and any extensions thereof upon the same provisions that are set forth in the Lease and without any hindrance or interruption by Lender so long as Tenant shall not be in default in the performance of its obligations under the Lease, or if such an event of default shall exist, so long as Tenant's time to cure the default has not expired.

2. In consideration of the foregoing covenants by Lender, Tenant agrees with Lender that in the event the interest of Landlord in the Property and the Lease shall be acquired by Lender by reason of foreclosure of the Security Agreement or other proceeding brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or any other method, Tenant shall attorn to and recognize Lender as its landlord for the remainder of the unexpired term of the Lease and Lender will recognize and accept Tenant as its tenant thereunder. Upon any such attornment, the Lender shall thereafter assume and perform all of Landlord's obligations as the landlord under the Lease with the same force and effect as if Lender were originally

named therein as Landlord and the Lease shall continue in full force and effect as a direct lease between Tenant and Lender and upon all terms, covenants and conditions contained therein. Nothing herein shall be construed as a waiver of any contractual claim that Tenant may have against Landlord, or as a release of Landlord from liability to Tenant, on account of the nonperformance of any obligation of Landlord under the Lease.

3. The provisions of Paragraphs 1 and 2 above shall be effective and self-operative immediately upon Lender's succeeding, as provided above, to the interest of Landlord under the Lease without the execution of any further instruments on the part of any of the parties hereto.

4. Subject to the foregoing, Tenant agrees that the Lease shall be, and shall at all times remain, subordinate to the lien imposed by the Security Agreement.

5. Tenant hereby certifies to Lender that the Lease has been duly executed by Tenant and is in full force and Tenant further affirms that, except as disclosed to Lender, the Lease has not been modified or amended.

6. After receiving written notice from Lender that the Property is subject to the ownership or control of the Lender or that Lender has become entitled to collect rents pursuant to rights granted to Lender in the Loan Documents, Tenant shall pay to Lender, or to such other person or entity as may be designated by Lender in writing, all rent, additional rent or other monies and payments due and to become due to the Landlord under the Lease.

7. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when either (i) personally delivered, or (ii) sent by first class mail, postage prepaid, or (iii) delivered, costs prepaid, by any reputable delivery service that provides written evidence of delivery, or (iv) sent during normal business hours by facsimile transmission or other electronic transmission, including e-mail, that is evidenced by written mechanical confirmation of delivery or written confirmation from the recipient that the transmission was received, in which case notice shall be deemed given on the date of facsimile or electronic transmission. Notice shall be given at the addresses set forth below:

<u>If to Lender:</u>	<input type="checkbox"/>
<u>If to Tenant:</u>	<p>Tri-County Technical College Enterprise Campus Authority Post Office 587 Pendleton, South Carolina 29670 Attention: Chief Executive Officer</p> <p>With a copy to:</p> <p>SC Department of Administration Attn: Real Property Services 1200 Senate Street, Suite 460 Columbia, SC 29201</p>
<u>If to Landlord:</u>	<p>Anderson County, South Carolina 101 South Main Street Anderson, South Carolina 29622 Attention: County Administrator</p>

8. As used in paragraphs 2, 3, and 4 herein, the word "Lender" includes any persons claiming by, through or under Lender or the Security Agreement, (including but not limited to any purchaser at foreclosure sale or other proceeding brought to enforce the rights of the holder of the Security Agreement

or by any other method), and the words “Tenant” and “Landlord” shall include their respective successors and assigns.

9. Landlord consents and agrees to the terms of this Agreement.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

[SIGNATURE PAGE OF TENANT]

Signed, sealed and delivered in the presence of:	TENANT: _____
_____	By: _____ [SEAL]
1st Witness	Name: _____
_____	Title: _____
2nd Witness	

STATE OF SOUTH CAROLINA)
)
 COUNTY OF _____)

ACKNOWLEDGEMENT

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

Witness my hand and official seal this ____ day of _____, 202[].

 (Official Signature of Notary)

Notary Public for _____ County, South Carolina

My Commission Expires: _____

(Official Seal)

This Agreement is approved in accordance with the South Carolina Code of Regulations §19-447.1000 by the South Carolina Department of Administration, Division of General Services, Real Property Services, this ____ day of _____, 20__.

 Name: _____
 Title: _____

[SIGNATURE PAGE OF LANDLORD FOLLOWS]

EXHIBIT A
DEPICTION OF LEASED PREMISES

RESOLUTION NO. R2021-012

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT B4, WHEREBY, UNDER CERTAIN CONDITIONS, ANDERSON COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT WITH RESPECT TO AN INDUSTRIAL PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WHEREBY PROJECT B4 WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.

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

WHEREAS, Project B4 (the "*Company*") has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a distribution/manufacturing facility in the County (collectively, the "*Project*"), which will result in expected investment by the Company in the Project of at least \$11,891,627 in non-exempt investment by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

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

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

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution (collectively, the "*Multi-County Park Authority*"), the

County intends to cause the site on which the Project will be located, to the extent not already therein located, in a multi-county industrial and business park (a "*Park*") established by the County pursuant to qualifying agreement with an adjoining South Carolina county (the "*Park Agreement*"); and

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

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

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

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

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

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

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

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

DONE in meeting duly assembled this ____ day of _____, 2021.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman of County Council,
Anderson County, South Carolina

ATTEST:

Rusty Burns, County Administrator,
Anderson County, South Carolina

M. Phyllis White, Assistant Clerk to County Council,
Anderson County, South Carolina

APPROVED AS TO FORM:

Leon Harmon, County Attorney,
Anderson County, South Carolina

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (this "**Agreement**") made and entered into as of _____, 2021 by and between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the "**County**"), and [PROJECT B4], a _____ (the "**Company**").

WITNESSETH:

ARTICLE I RECITATION OF FACTS

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

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

(b) The Company requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a distribution/manufacturing facility in the County (collectively, the "**Project**"), which will result in an expected investment by the Company in the Project of at least \$11,891,627 (the "**Investment Target**") by December 31 of the fifth year after the first year in which any portion of the Project is first placed in service (the "**Investment Period**").

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

(d) The County has determined after due investigation that the Project would be aided by the availability of the assistance which the County might render through applicable provisions of the FILOT Act and the Multi-County Park Act as economic development incentives, and the inducements offered, will, to a great degree, result in the Project locating in the County. Pursuant to this determination, the Company and the County have agreed to negotiate for payments in lieu of *ad valorem* taxes as authorized by the FILOT Act, and the Company and the County have agreed as set forth in the Fee Agreement, pursuant to Section 4-1-175 of the Multi-County Park Act, that the Company would be afforded certain credits as described herein against its payments in lieu of taxes in respect of the Company's investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code.

(e) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter, based on representations by the Company, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either, (iii) the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes, (iv) the inducement of the location of the Project within the County and State is of paramount importance and (v) the benefits of the Project will be greater than the costs. The County, therefore, has agreed to effect the issuance and delivery of this Agreement, pursuant to the FILOT Act, the Multi-County Park Act and a Resolution of the County Council dated _____, 2021, and on the terms and conditions set forth.

ARTICLE II UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

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

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

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

(a) The term of the Fee Agreement will be for a period of thirty (30) years after the last year of the capital investment made under the Fee Agreement during the Investment Period, commencing with the first year of the capital investment made under the Fee Agreement.

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

(c) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes to the County for a period of thirty (30) years after each year of the capital investment made under the Fee Agreement during the Investment Period. The amounts of such payments shall be determined by using (i) an assessment ratio of 6%; (ii) a fixed millage rate of 326.3 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2021); and (iii) the fair market value of the Project property as determined by the South Carolina Department of Revenue in accordance with the FILOT Act. For purposes of computing the amount of such fee, in accordance with the terms of Section 12-44-50(2) of the FILOT Act, the property shall be allowed all applicable property tax exemptions except the exemption allowed under Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

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

(e) In the event, the Investment Target has been met within the Investment Period, the Investment Period shall be extended an additional five (5) years.

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

Section 2.5. Pursuant to Section 4-1-175 of the Multi-County Park Act, the County, subject to the limits set forth herein, including Sections 2.7 and 4.2 hereof and pursuant to the Fee Agreement, will provide a special source credit against payments in lieu of taxes by the Companies pursuant to the Park Agreement or the Fee Agreement, as the case may be, to reimburse the Company in respect of its investment in Infrastructure pertaining to the Project. In these respects, the Company shall be entitled to claim an annual special source credit equal to 85% of each year's payments in lieu of taxes pursuant to the Park Agreement, to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period) for five (5) consecutive years and thereafter, an annual special source credit equal to 35% of each year's payments in lieu of taxes pursuant to the Park Agreement, to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period) for twenty-five (25) consecutive years (for a total of 30 consecutive years).

Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of investment in the Project for which a special source credit is taken.

In no event shall the aggregate amount of any special source credits claimed by the Company exceed the amount expended by it with respect to the Infrastructure at any point in time.

Section 2.6. Subject to the matters contained herein, the Fee Agreement will be executed at such time and upon such mutually acceptable terms as the parties shall agree.

Section 2.7. Notwithstanding anything in this Agreement to the contrary, the authorization by the County of the Fee Agreement is subject to compliance by the County with the provisions of the Home Rule Act regarding the enactment of ordinances and shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Further, the County will perform such other acts and adopt such other proceedings, consistent with this Agreement, as may be required to faithfully implement this Agreement and will assist, in good faith and with all reasonable diligence, with such usual and customary governmental functions as will assist the successful completion of the Project by the Company. The County has made no independent legal or factual investigation regarding the particulars of this Agreement or the transaction contemplated hereunder and, further, executes this Agreement in reliance upon the representations by the Company that the Agreement and related documents comply with all laws and regulations, particularly those pertinent to industrial development projects in the State.

Section 2.8. Should the Company fail to meet the Investment Target by the end of the Investment Period, any special source credits otherwise payable under the Fee 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 taxes.

ARTICLE III UNDERTAKINGS ON THE PART OF THE COMPANIES

Section 3.1. Except with respect to the Fee Agreement, the County will have no obligation to assist the Company in finding any source of financing for all or any portion of the property constituting the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project.

Section 3.2. If the Project proceeds as contemplated:

(a) The Company agrees to enter into the Fee Agreement, under the terms of which it will obligate themselves to make the payments required by the FILOT Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3(d) hereof;

(b) With respect to the Project, the Company agrees to reimburse the County for all out-of-pocket costs, including reasonable attorney's fees of the County actually incurred, and other out-of-pocket expenditures to third parties to which the County might be reasonably put with regard to executing and entering into this Agreement and the Fee Agreement;

(c) The Company agrees to hold the County harmless from all pecuniary liability including, without limitation, environmental liability, and to reimburse the County for all expenses to which the County might be put in the fulfillment of its obligations under this Agreement and in the negotiation and implementation of its terms and provisions, including reasonable legal expenses and fees;

(d) The Company agrees to apply for, and use commercially reasonable efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the construction and implementation of the Project;

(e) The Company agrees to indemnify, defend and hold the County and the individual members, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing, carrying out or operation of the Project, including without limitation any environmental liability. The defense obligation shall be supplied with legal counsel reasonably acceptable to the County. The Company agrees also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including the review and execution of the Resolution and this Agreement; and

(f) The Company agrees to use commercially reasonable efforts to meet, or cause to be met, the Investment Target during the Investment Period.

ARTICLE IV GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the FILOT Act and the Multi-County Park Act, including, without limitation, the condition

that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE CREDITS.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and the adoption by the County Council of an ordinance authorizing the execution and delivery of such documents and approving the terms thereof. If the parties enter into the Fee Agreement and the Infrastructure Agreement, each party shall perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings pursuant to such agreements.

Section 4.3. If for any reason this Agreement (as opposed to the Fee in Lieu of Tax and Special Source Credit Agreement, which are contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Companies on or before December 31, 2021, the provisions of this Agreement may be cancelled by the County by delivery of written notice of cancellation signed by the County Administrator and delivered to the Company; thereafter neither party shall have any further rights against the other and no third parties shall have any rights against either party except that the Company shall pay the out-of-pocket expenses to third parties of officers, agents and employees of the County and counsel for the County incurred in connection with the authorization and approval of the Fee Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3 hereof, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the FILOT Act and the Multi-County Park Act, the Company may, with the prior consent of the County (which shall not be unreasonably withheld), assign (including, without limitation, absolute, collateral, and other assignments) all or part of their rights and/or obligations under this Agreement to one or more other entities, in connection with the Fee Agreement, without adversely affecting the benefits to the Company or its assignees pursuant hereto or pursuant to the FILOT Act or the Multi-County Park Act; provided, however, that the Company may make any such assignment to an affiliate of the Company without obtaining the consent of the County, to the extent permitted by law.

Section 4.6. This Agreement may not be modified or amended except by a writing signed by or on behalf of all parties by their duly authorized officers and approved by appropriate legal process. No amendment, modification, or termination of this Agreement, and no waiver of any provisions or consent required hereunder shall be valid unless consented to in writing by all parties.

Section 4.7. Nothing in this Agreement or any attachments hereto is intended to create, and no provision hereof should be so construed or interpreted as to create any third party beneficiary rights in any form whatsoever nor any form of partnership or other legal entity relationship between the County and the Companies.

Section 4.8. This Agreement constitutes the entire agreement between the parties regarding the matters set forth herein. This Agreement shall be interpreted by the laws of the State.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below, as of the date first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman of County Council,
Anderson County, South Carolina

ATTEST:

Rusty Burns, County Administrator,
Anderson County, South Carolina

M. Phyllis White, Assistant Clerk to County Council,
Anderson County, South Carolina

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

[PROJECT B4]

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of a resolution which was adopted by the County Council at its meeting of _____, 2021, at which meeting a quorum of members of the County Council were present and voted, and an original of which resolution is filed in the permanent records of the County Council.

Clerk to Anderson County Council

Dated: _____, 2021

RESOLUTION R2021-0013

A RESOLUTION EXPRESSING INTENT TO CEASE COUNTY MAINTENANCE ON AND TO AUTHORIZE COUNTY CONSENT TO JUDICIAL ABANDONMENT AND CLOSURE OF LAKEWOOD LANE DESIGNATED AS C-09-0033F; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Lakewood Lane (the “Road”) is currently an asphalt Anderson County (the “County”) public road, designated as Anderson County Road C-09-0033F and,

WHEREAS, the dead end Road extends 231 feet from Lakewood Lane, C-09-33 and exists on four parcels of property identified as Anderson County tax map numbers 68-13-01-021, 68-13-01-001, 68-13-01-024, and 68-13-01-025 all of which have common ownership, as shown on the map prepared by Anderson County Roads and Bridges Department on March 23, 2021 attached hereto as **Exhibit A** and incorporated herein by reference;

WHEREAS, the property owners (hereinafter collective the “Petitioners”) have requested that the County abandon said Road in order to deter unsolicited traffic. The Petition is attached hereto as **Exhibit B** and incorporated herein by reference;

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

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

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

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

1. Anderson County, acting by and through its County Council, consents to the judicial abandonment and closure of Lakewood Lane (C-09-0033F) by the property owners.
2. In the event Lakewood Lane is closed by a Judicial Order, the county shall immediately cease all maintenance of this Road.
3. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

-
4. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
 5. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this 6th day of April, 2021, in meeting duly assembled.

ATTEST:

Rusty Burns
Anderson County Administrator

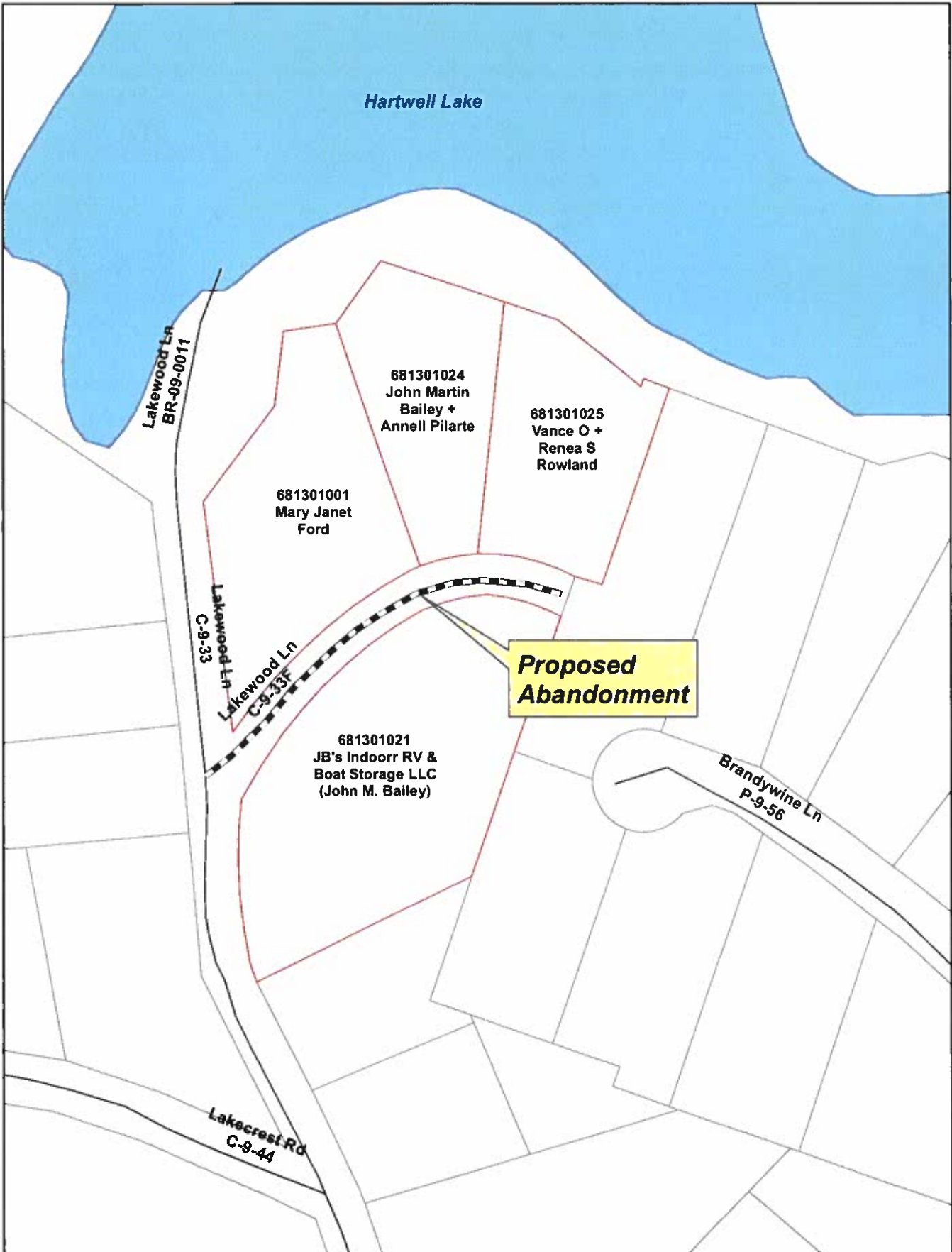
Tommy Dunn, Chairman
Anderson County Council

M. Phyllis White
Assistant Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

Exhibit A





MEMORANDUM

ANDERSON COUNTY ROADS AND BRIDGES

DATE: March 22, 2021
TO: Mr. Rusty Burns, County Administrator
FROM: Matt Hogan, Roads and Bridges Manager
SUBJECT: Proposed abandonment of Lakewood Lane, C-9-33F
Council District Five

Please find attached information regarding the proposed abandonment of Lakewood Lane, C-9-33F. Property owners have requested abandonment of this dead-end road in order to have it privatized.

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

Notification signs were posted on the road on February 10, 2021. Signs were in place for 30 days on March 12, 2021.

Notification of the proposed abandonment was mailed to Emergency Service providers and Anderson School District Five Transportation Department. No response was received from either.

Our department has conducted a thorough investigation of this road.

- Public notification signs were posted for 30 days
- There were no inquiries
- Section of road is in general public use
- Road runs Lakewood Lane, C-9-33 to dead end
- The asphalt road is 231 linear feet and 19 feet wide
- 40' right-of-way
- Average Daily Traffic Count is 23 cars per day (A house is under construction)

With the information provided, I recommend Anderson County abandon interest in Lakewood Lane.

Photographs and location map are enclosed for your convenience.

Enclosures

Tommy Dunn
Chairman, District 5

John B. Wright, Jr.
Council District 1

Ray Graham
Council District 3

M. Cindy Wilson
Council District 7

Brett Sanders
V. Chairman, District 4

Gracie S. Floyd
Council District 2

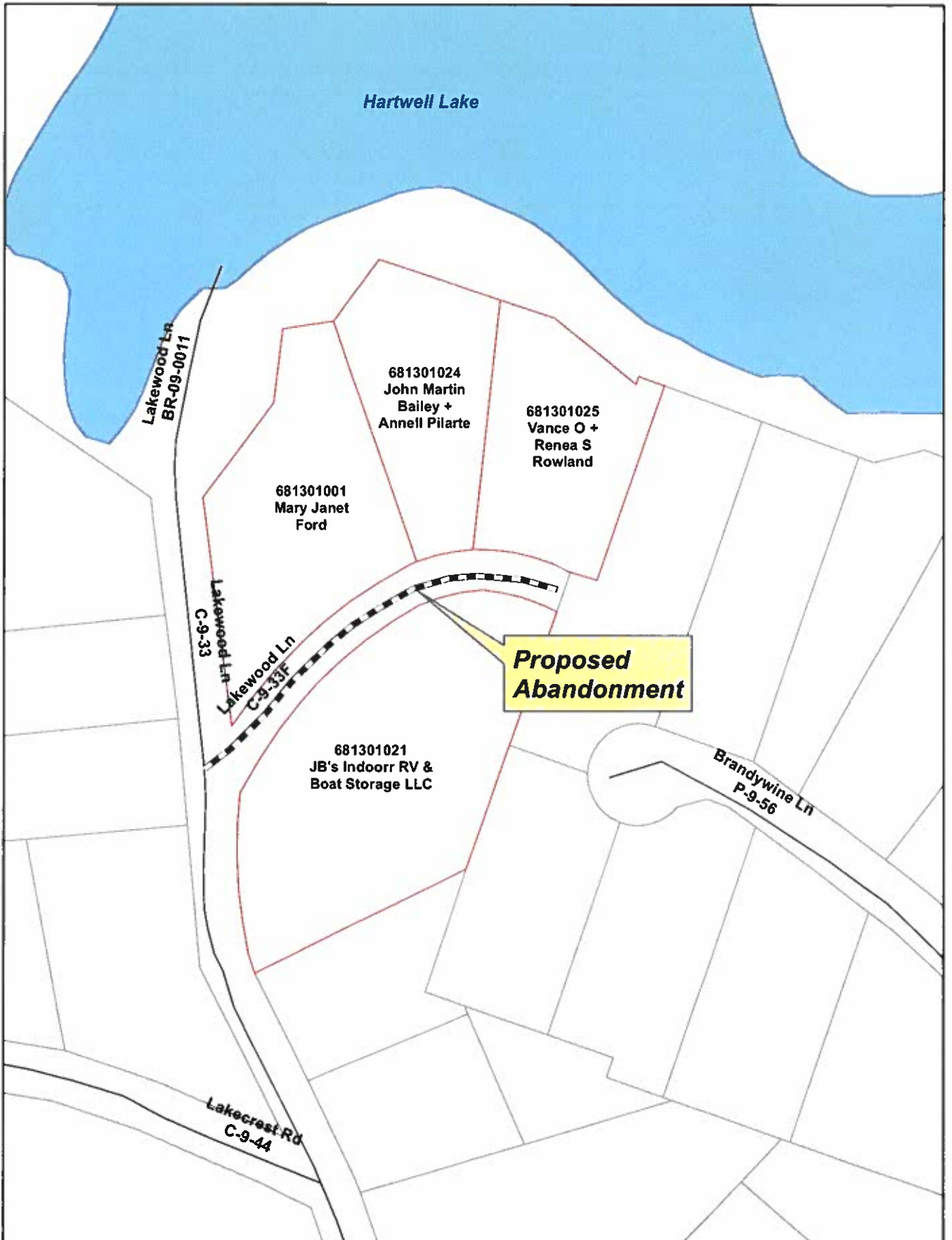
Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

Rusty Burns | County Administrator
rburns@andersoncountysc.org

Exhibit A



Lakewood Lane, C-9-33F Abandonment

View Lakewood Lane



View from end of road





Date

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

Dear Chief Sutherland:

We have received a request to abandon Lakewood Lane, C-9-33F. This is a short dead road with no houses.

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

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

Sincerely,

Matt Hogan
Roads and Bridges Manager

Enclosures

Tommy Dunn
Chairman, District 5

John B. Wright, Jr.
Council District 1

Ray Graham
Council District 3

M. Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Gracie S. Floyd
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



February 3, 2021

Darryl K. Webb, Director of Transportation
Anderson County School District Five
PO Box 439
Anderson, South Carolina 29622

Dear Mr. Webb:

We have received a request to abandon Lakewood Lane, C-9-33F. This is a short dead road with no houses.

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

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

Sincerely,

Matt Hogan
Roads and Bridges Manager

Enclosures

Tommy Dunn
Chairman, District 5

John B. Wright, Jr.
Council District 1

Ray Graham
Council District 3

M. Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Gracie S. Floyd
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



February 3, 2021

Aaron P. Wahus, Operations Manager
The Hartwell Project
PO Box 278
Hartwell, Georgia 30643

Dear Mr. Wahus:

We have received a request to abandon Lakewood Lane, C-9-33F. This is a short dead road with no houses. Owners wish to abandon the road to deter unsolicited traffic and activity.

We would appreciate your input as to how this closure might affect public access to public land and waters in this area. A response from you within 30 days regarding this matter would be greatly appreciated. If this closure has no effect, we will proceed with the abandonment process.

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

Sincerely,

Matt Hogan
Roads and Bridges Manager

Enclosures

Tommy Dunn
Chairman, District 5

John B. Wright, Jr.
Council District 1

Ray Graham
Council District 3

M. Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Gracie S. Floyd
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org

RESOLUTION NO. 2021-014

A RESOLUTION TO APPROVE A GRANT AGREEMENT THROUGH THE FEDERAL AVIATION ADMINISTRATION AIRPORT CORONAVIRUS RESPONSE GRANT PROGRAM FOR THE ANDERSON REGIONAL AIRPORT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Federal Coronavirus Response and Relief Supplemental Appropriations Act, Division M of Public Law 116-260, provides eligible sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services related to combating the spread of pathogens at airports;

WHEREAS, the FAA has determined hat the Anderson Regional Airport is eligible for a \$23,000 grant under the Federal Coronavirus Response and Relief Supplemental Appropriations Act; and

WHEREAS, the FAA has provided a grant agreement document, attached as Exhibit A for Anderson County to accept the grant.

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

1. The Anderson County Council approves the grant from the FAA offered to the Anderson Regional Airport through the Coronavirus Response and Relief Supplemental Appropriations Act and authorizes the County Administrator and the County Attorney to execute the grant agreement document.

2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

3. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.

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

RESOLVED this 6th day of April, 2021, in meeting duly assembled.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman

M. Phyllis White
Assistant Clerk to County Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southern Region
Georgia, Puerto Rico, South Carolina, Virgin Islands

FAA FAA
1701 Columbia Ave, Suite
220
College Park, GA 30337

CRRSA Transmittal Letter

March 31, 2021

Mr. Brett Garrison
P.O. Box 8002
Anderson, SC 29622

Dear Mr. Brett Garrison:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-45-0004-026-2021 for Anderson Regional Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **April 30, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.
- A closeout report (A sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

A handwritten signature in cursive script that reads "Larry F. Clark".

Larry F. Clark
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date March 31, 2021

Airport/Planning Area Anderson Regional Airport

ACRGP Grant Number 3-45-0004-026-2021

Unique Entity Identifier 098400906

TO: County of Anderson

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated March 1, 2021, for a grant of Federal funds at or associated with the Anderson Regional Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Anderson Regional Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Anderson Regional incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of

debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$23,000, allocated as follows:
 - \$23,000 Non Primary KU2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. Close out and Termination.
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before April 30, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
 13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
 14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
 15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
 16. **Audits for Sponsors.**
PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
 17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
 - A. Associated with performance under this ACRGP grant; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.

- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. Employee Protection from Reprisal.

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA)

requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

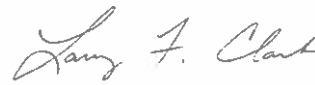
4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated March 31, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Larry F. Clark

(Typed Name)

Manager, ATL-ADO

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated March 31, 2021

County of Anderson

(Name of Sponsor)

Rusty Burns

Rusty Burns (Mar 31, 2021 14:32 EDT)

(Signature of Sponsor's Designative Official/Representative)

By: Rusty Burns

(Type Name of Sponsor's Designative Official/Representative)

Title: Anderson County Administrator

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of South Carolina. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

By:

(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration
- The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:
1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The County of Anderson, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of March 1, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

**Current FAA Advisory Circulars Required for Use in AIP Funded and PFC
Approved Projects**

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

RESOLUTION NO. 2021-015

A RESOLUTION TO APPROVE AN AGREEMENT FOR EXECUTIVE AND ADMINISTRATIVE SERVICES BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND TRI-COUNTY TECHNICAL COLLEGE ENTERPRISE CAMPUS AUTHORITY REGARDING THE ENTERPRISE CAMPUS LOCATED AT 1428 PEARMAN DAIRY ROAD, ANDERSON, SC; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County is the owner of the real estate located at 1428 Pearman Dairy Road, Anderson, South Carolina 29625, consisting of approximately 534,778 square feet of building improvements located on approximately 125.5 acres with TMS No. 095-15-01-001 (“the Property”);

WHEREAS, a portion of the Property will be used as an Enterprise Campus to be administered by the Tri-County Technical College Enterprise Campus Authority;

WHEREAS, the purpose of the Enterprise Campus is to enhance and encourage economic development within Anderson County; and

WHEREAS, the Agreement for Executive and Administrative Services is necessary for operation of the Enterprise Campus.

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

1. The Anderson County Council hereby approves the Agreement for Executive and Administrative Services between Anderson County and Tri-County Technical College Enterprise Campus Authority and further authorizes the County Administrator to execute the Agreement on behalf of Anderson County.

2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

3. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.

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

RESOLVED this 6th day of April 6, 2021, in meeting duly assembled.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman

M. Phyllis White
Assistant Clerk to County Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

AGREEMENT FOR EXECUTIVE AND ADMINISTRATIVE SERVICES
(ANDERSON COUNTY, SOUTH CAROLINA/TRI-COUNTY TECHNICAL COUNTY ENTERPRISE CAMPUS AUTHORITY)

This **AGREEMENT FOR EXECUTIVE AND ADMINISTRATIVE SERVICES** (“Agreement”) is made and entered, effective as of the date provided in Section 14, below, by and between **ANDERSON COUNTY, SOUTH CAROLINA**, a political subdivision of the State of South Carolina (“County”) and **TRI-COUNTY TECHNICAL COLLEGE ENTERPRISE CAMPUS AUTHORITY**, a public instrumentality of the State of South Carolina (“Authority,” with County, collectively, “Parties”).

W I T N E S S E T H

WHEREAS, the Authority is an entity of the State of South Carolina (“State”) having been created by the General Assembly in Act No. 2 of 2019, effective February 21, 2019, as codified in South Carolina Code Annotated section 59-53-2400, *et seq.* (“Act”);

WHEREAS, the Authority’s purpose is to provide for the management, development, and operation of the County’s Enterprise Campus (as defined in the Act);

WHEREAS, executive and administrative services are needed by the Authority as it undertakes to fulfill its purpose;

WHEREAS, the Act authorizes the County to enter contracts with the Authority for the provision of executive and administrative services by the County to the Authority.

A G R E E M E N T

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, the mutual benefit derived from the operation of the Authority, and pursuant to the Act, Parties agree as follows:

SECTION 1. Purpose. The purpose of this Agreement is to provide for the management, development, and operation of the Enterprise Campus through the provision of executive and administrative services by the County to the Authority.

SECTION 2. Authority. This Agreement is authorized pursuant to the Act.

SECTION 3. Duties of the County. The County shall:

3.1. Provide to the Authority, executive and administrative staff to maintain the standard functions and operations of the Authority and to develop procedures necessary to implementing the Authority’s policies to include, but not limited to: (a) managerial; (b) financial (including, for example, accounting, budgeting, auditing, banking, investment of funds, and procurement); (c) administrative (including, for example, public safety and security officers, maintenance staff, grounds staff, custodial services, including for day-to-day maintenance of the Authority’s offices), warehouse and manufacturing space, and information technology. Collectively, subitems 3.1(a)-3.1(c) are collectively, “Services.”

While performing duties for the Authority, the executive and administrative staff retain their status as County employees and are governed by applicable County rules, regulations, policies and procedures.

The County shall provide Services directly or through vendors the County selects.

Managerial services to be provided pursuant to this Agreement include the services of a person, but necessary a dedicated person, to serve as the Chief Executive Officer of the Authority. For this purpose, the County President is designated as the Authority’s Chief Executive Officer (“CEO”). The CEO is authorized to take any actions as may be necessary and proper to provide for the management, development, and operation of the Authority.

3.2. Provide to the Authority, computer equipment and service through the County's information technology department or similar division.

3.3. Furnish to the Authority, telephone equipment and service.

SECTION 4. Service Standards.

4.1. All records, accounts, and monies of the Authority maintained or held by the County pursuant to this Agreement must be maintained and held separate and distinct from the records, accounts, and monies of the County.

4.2. Co-mingling of the monies of the County and the Authority is prohibited.

4.3. The County shall provide periodic reports to the Authority on Authority revenues and expenses, statements of Authority assets and liabilities and fund balances and reports on the activities under this Agreement. The County shall prepare, other reports as the Authority may reasonably request.

SECTION 5. Approval of Expenditures. The Authority's fund shall be expended only in accordance with a budget approved by the Authority unless otherwise authorized by the Authority.

SECTION 6. Bank Account Signatures. Any bank account opened or maintained by the County for the Authority must provide that the signature of the County's President or designee and the Chief of Staff or designee is required for all checks.

SECTION 7. No Compensation for Services. The County agrees to provide Services for no compensation from the Authority, provided, however, the County may internally allocate and track the costs of providing Services. Parties intend that future agreements may require the Authority to compensate the County for services provided according to future agreements.

SECTION 8. Notice. Any notice or communication required to be given by one party to the other shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner prescribed herein:

If to the County:

Anderson County, South Carolina
Anderson County
101 South Main Street
Anderson, South Carolina 29622
Attention: County Administrator

If to the Authority:

Tri-County Technical County Enterprise Campus Authority
Post Office 587
Pendleton, South Carolina 29670
Attention: Chief Executive Officer

SECTION 9. Duties of the Authority. The Authority agrees to and shall provide the County with classrooms, labs and office space, as described on the attached Exhibit A. Additional space will be provided to the County, if available, as needed.

SECTION 10. Complete Merger. This Agreement sets forth all of the agreements, conditions and understandings of Parties relative to Services and there are no promises, agreements, conditions or

understandings, oral or written, expressed or implied, between Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement.

SECTION 11. No Third-Party Beneficiaries. This Agreement shall not be interpreted to create or bestow any rights, remedies, or obligations on persons or entities who are not Parties to this Agreement. The provisions of this Agreement may be enforced only by Parties.

SECTION 12. Governing Law. This Agreement is governed by and shall be construed and enforced in accordance with the laws of the State.

SECTION 13. Amendments. This Agreement may be modified or amended only by the written agreement of Parties.

SECTION 14. Effective Date and Term. This Agreement's Term (except for the initial term, which begins on the date on which the last Party executes this Agreement and ends on the next succeeding June 30), and any renewals, is from July 1 through June 30 of the succeeding year. This Agreement automatically renews each year unless a Party intending not to renew gives written notice to the other Party on or after March 31 but on or before April 30 in the year in which the noticing Party intends for the Agreement to non-renew.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, each Party is authorized to and has executed this Agreement effective as of the date provided in Section 14, above.

ANDERSON COUNTY, SOUTH CAROLINA

Witnesses:

By: _____
Its: County Administrator

**TRI-COUNTY TECHNICAL COLLEGE COMMISSION
ENTERPRISE CAMPUS AUTHORITY**

Witnesses:

By: _____
Its: Chief Executive Officer

Exhibit A
DEPICTION OF LEASED PREMISES



MEMORANDUM

ANDERSON COUNTY ROADS AND BRIDGES

DATE: 3/31/2021

TO: **RUSTY BURNS**
County Administrator

FROM: **MATT HOGAN** Roads and Bridges Manager **Bee Baker** Principal Engineer

SUBJECT: **REQUEST FOR COUNCIL APPROVAL**
PUBLIC WELL RD AND PEBBLE BROOK LN.

Requesting Council's approval to submit application to ACTC for funding to pave Public Well Road and Pebble Stone Lane.

Pebble Brook Lane pavement area is 7,000 sy. 4" Full Depth Patching, Single Treatment, and 2" Asphalt Surface Course estimated construction cost is \$180,000. **Estimated matching funds needed \$18,000.**

Public Well Road pavement area is 15,283 sy. 4" Full Depth Patching and 2" Asphalt Surface Course estimated construction cost is \$200,000. **Estimated matching funds needed \$20,000.**

Tommy Dunn
Chairman, District 5

John Wright Jr.
Council District 1

Ray Graham
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Council District 2

Ken Waters
Council District 6

Lacey Croegaert
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org

Rita Davis

From: Joseph Stone
Sent: Wednesday, March 17, 2021 2:45 PM
To: Rita Davis; Rusty Burns
Cc: Holt Hopkins
Subject: Honea Path Donations and City of Anderson

We have had several request for the Town of Honea Path for 2 vehicles. I have been able to set aside 2 vehicles that are ready for disposable and would like see if a donation could be made to them.

Unit 21632 a 2006 Ford Expedition with 202,014 Miles and Unit 21984 a 2006 Ford Crown Vic with 221,262 miles.

I also would like to donate Unit 09654 to the City of Anderson, the 6" x 12' Trailer is used to haul a side by side for emergency response and we have not seen this trailer in many years, I don't feel we need to keep it on our books if the use of it is solely by the City of Anderson.



Joe Stone
Anderson County Fleet Manager

O: 864.260.6343
C: 864.617.1919
F: 864.260.4867
jstone@andersoncountysc.org

739 Michelin Boulevard
Anderson, SC 29626



DATE: 03/18/2021

TO: Administration & Finance

FROM: Joe Stone
Fleet Manager

SUBJECT: Donation Request to Honea Path and City of Anderson

Tommy Dunn
Chairman
Council District 5

Brett Sanders
Vice Chairman
Council District 4

John B. Wright, Jr.
Council District 1

Gracie S. Floyd
Council District 2

Ray Graham
Council District 3

Jimmy Davis
Council District 6

M. Cindy Wilson
Council District 7

Lacey Croegaert
Clerk to Council

Rusty Burns
County Administrator

Fleet Services is requesting the donation of 2 Vehicles to Honea Path Police Dept and 1 Utility Trailer to the City of Anderson. The vehicles have been requested by the Town of Honea Path and the Trailer is being requested by Fleet Services. Details and Pictures are included.

Donations to the Town of Honea Path:

**Unit 21632 a 2006 Ford Expedition Vin# 1FMPU16566LA83349 with 202,014 miles.
Unit 21984 a 2006 Ford Crown Vic Vin# 2FAFP71W96X156314 with 221,262 miles.
Both units will be donated with all police equipment except police radios and decals. These items will be removed prior to pick up.**



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



Unit 09654 Vin# 1D9BU12134G460U48 2004 6'x12' Utility Trailer

Below is a picture of the trailer we believe to be the one to be donated. The identification marking on the trailer were no longer visible. We have not seen this trailer for many years and has been in their possession. We recommend donation of the trailer to them.





DATE: 03/18/2021
TO: Administration & Finance
FROM: Joe Stone
Fleet Manager
SUBJECT: Donation Request to City of Belton

Tommy Dunn
Chairman
Council District 5

Brett Sanders
Vice Chairman
Council District 4

John B. Wright, Jr.
Council District 1

Gracie S. Floyd
Council District 2

Ray Graham
Council District 3

Jimmy Davis
Council District 6

M. Cindy Wilson
Council District 7

Lacey Croegaert
Clerk to Council

Rusty Burns
County Administrator

Fleet Services is requesting the donation of a pickup truck as requested to the City of Belton. Details and Pictures are included.

Unit 24005 a 2009 Ford F350 Vin# 1FTWW32R79EA99504 with 207,612 miles.



ADMINISTRATION DIVISION

Rusty Burns | County Administrator

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

Anderson County Purchasing Department Bid Tabulation

BID# 21-048 TOXAWAY MILL DEBRIS PILE REMOVAL

Vendor	addend. & bond	BID / ALT. BID
1 HEPACO		\$109,900.00 / \$85 PER TON
2 BELK		\$137,700.00 / \$105 PER TON
3 NEO		\$196,500.00 / \$125 PER TON
4 E S INTERGRATED		NO RESPONSE
5 MOORHEAD		NO RESPONSE
6 HORNER SERVICES		NO RESPONSE
7 BELAIR		NO RESPONSE
8 RICHARDSON CONSTRUCTION		NO RESPONSE
9 S & ME		NO RESPONSE
10 PW XPRESS		NO RESPONSE
11 RPF		NO RESPONSE
12 MT2		NO RESPONSE
13 TFR ENTERPRISES		NO RESPONSE
14 CUSHMAN		NO RESPONSE

	Vendor	addend. & bond	BID / ALT. BID
15	MILLER		NO RESPONSE
16	EARTH MATERIALS		NO RESPONSE
17	S AND S		NO RESPONSE
18	DWAYNE MARTIN		NO RESPONSE
19	GC INC.		NO RESPONSE
20			
21			
22			
23			
24			
25			
26			
27			
28			
AWARD TO:		<i>Hepaco</i>	<i>\$109,900.00 / \$85/ton</i>

85 3/31/21

SECTION III

TOXAWAY MILL DEBRIS PILE REMEDIATION & REMOVAL BID FORM

Name of Party making the Bid: HEPACO, LLC

To: Purchasing Manager for Anderson County

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

Bid #21-048 TOXAWAY MILL DEBRIS PILE REMEDIATION AND REMOVAL

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

- A. Base Bid for Work according to Specifications: \$ 109,900.00 (prices based on 1,360 tons)
Alternate per ton rate for pile #3: \$85.00/ton
- B. Please attach any Subcontractor information as **Addendum E** hereto.

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

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

Anderson County Purchasing Department Bid Tabulation

BID# 21-036 CHIP SPREADER

Vendor	addend. & bond	BID / ALT. BID
1 ASCENDUM		\$283,333.00
2 TII		NO RESPONSE
3 PAVEMENT GROUP		NO RESPONSE
4 HILLS MACHINERY		NO RESPONSE
5 OLD STONE TRACTOR		NO RESPONSE
6 AG PRO		NO RESPONSE
7 FLINT		NO RESPONSE
8 ACME OPS		NO RESPONSE
9 BLANCHARD		NO RESPONSE
10 CCE EQUIPMENT		NO RESPONSE
11 ROAD HOG INC.		NO RESPONSE
12 ANDREW REESE		NO RESPONSE
13 K J BESCO		NO RESPONSE
14 AWARD TO:	<i>Ascendum Machinery</i>	

EXHIBIT B

BID FORM

Name of Party submitting the Bid: Ascendum Machinery, Inc.

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 and General Conditions contained therein, hereby submit the following pricing set forth herein:

Bid: Chip Spreader

Total Bid Price for items described in the Specifications (attached):

<u>QTY</u>	<u>U/M</u>	<u>Description</u>	<u>Unit Cost</u>	<u>TOTAL</u>
1	Each	Chip Spreader :per attached specifications	\$ 283,333.00	\$ 283,333.00

Dual Operator Consoles w/slide ~~is~~ included in the price as the unit is already built

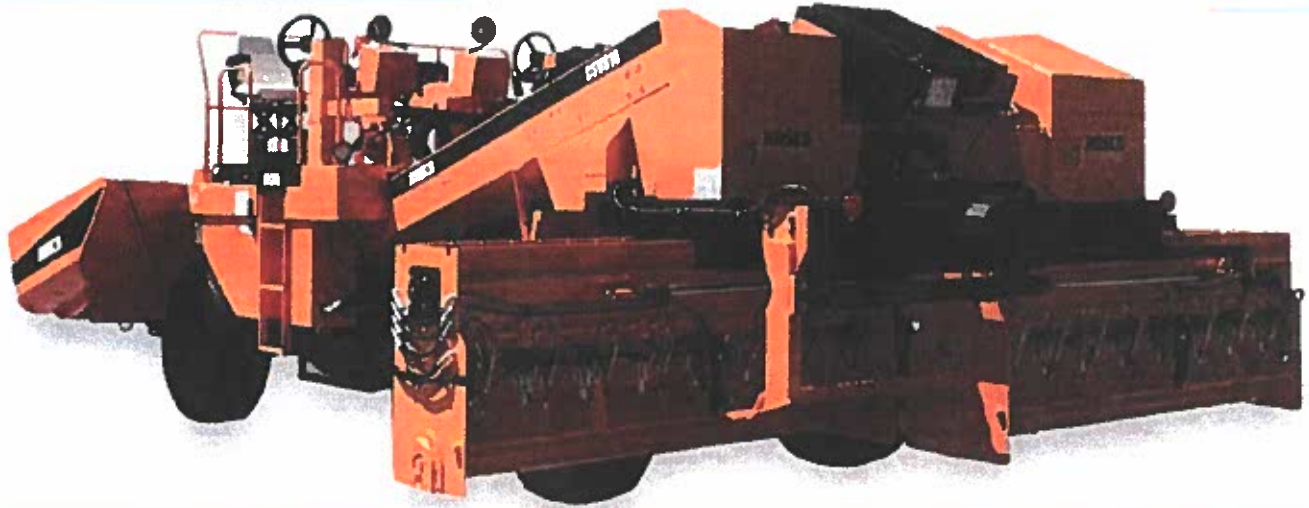
TOTAL \$ 283,333.00

ALL PRICES PLUS ANY APPLICABLE STATE OR LOCAL TAXES

*** Price must include delivery to Anderson County, 739 Michelin Blvd., Anderson, S.C. 29626

CSV Variable Width Chip Spreader

Rosco
A Leasing Company



Performance Features:

Serving as the most-advanced chip spreader in our product line, the CSV continues our company's commitment to the preservation industry. The variable width spread hopper and smaller overall footprint provide flexibility that enables chipping within confined areas such as urban routes. Special consideration has been given to the operator's comfort, safety and visibility making this equipment extremely enjoyable to operate. Given the raw power of this unit, the quality of the finished product remains the same even in areas with rough, steep terrain.

- Variable Width Spread Hopper, 1' to 16' (.304 - 4.8 m)
- No Permit Load, 8' 6" (2.59 m) Maximum Transport Width
- 275 hp (205 kw) Cummins Tier 4 Final Diesel Engine
- Hydrostatic Front Wheel Drive Propel System
- Reversible Cooling Fan for Cooling System Maintenance
- Application Rate Control, Even While Chipping
- 12" (.304 m) Abrasion Resistant Augers
- 3.5 Cubic Yards (2.6 Cubic Meter) Capacity Material Hopper
- Left Side Full Controls, Right Side Remote Control Station
- Features That Allow For Excellent Clean Out Ability
- Low Maintenance Performance



BUDGET TRANSFER

DIVISION: Sheriff

DEPARTMENT: Communications

FROM:	TO:	AMOUNT:
TITLE <u>Salaries</u> ACCT.# <u>001-5213-000-101</u>	TITLE <u>Part time</u> ACCT# <u>001-5213-000-102</u>	<u>40,000.00</u>
TITLE <u>Salaries</u> ACCT.# <u>001-5213-000-101</u>	TITLE <u>Overtime</u> ACCT# <u>001-5213-000-103</u>	<u>45,000.00</u>
TITLE _____ ACCT.# _____	TITLE _____ ACCT# _____	
TITLE _____ ACCT.# _____	TITLE _____ ACCT# _____	
TITLE _____ ACCT.# _____	TITLE _____ ACCT# _____	
Total		85,000.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

Due to vacancies, vacations and sickness additional part time and overtime is needed to keep the Communications Center adequately staffed

Is this transfer within your department? (Circle One) Yes No

Is this transfer within your division? (Circle One) Yes No

DEPT. HEAD: [Signature]

DATE: MARCH 24, 2021

DIVIS HEAD: RB email

DATE: 3-24-21

FINANCE: _____

DATE: _____

ADMINISTRATOR: [Signature]

DATE: 3-26-21

Journal Entry # _____

DATE: _____

****WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING**

FROM: 3

Date: 3-23-21

Mail/Email/Fax to:

Anderson County Council Clerk

Post Office Box 8002

Anderson, SC 29622

leddleman@andersoncountysc.org

864-260-4356 (fax)

RECREATION FUND APPROPRIATIONS

Application Form

Effective July 1, 2011

1. **Name of entity requesting recreation fund appropriations:**

American Legion Post #44

2. **Amount of Request:**

\$4,000.00

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

To Replace Heat Pump + Insurance on American Legion Building.

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

yes

5. **Contact Person:**

Mailing Address:

Telephone number:

*Ken Hall
P.O. Box 391, Iva S.C. 29655
864-348-6931 or Cell 864-940-8226*

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

yes

**REQUIRED DOCUMENTATION MUST BE FURNISHED TO THE CLERK TO COUNTY COUNCIL
CONCERNING THE MANNER IN WHICH THE FUNDS WERE ACTUALLY SPENT.**

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.

Kenneth E. Hall
Signature

Kenneth E. Hall, Finance Officer
Print Name

The State of South Carolina) CERTIFICATE OF INCORPORATION
EXECUTIVE DEPARTMENT) BY THE SECRETARY OF STATE

WHEREAS, ALLEN THOMAS and ERNEST D. ALEXANDER

both of

Iva, South Carolina

DISSOLVED BY FORFEITURE

DATE ~~FEB 12-1-77~~ *2-1-78*

two or more of the officers or agents appointed to supervise or manage the affairs of

FORFEITURE

AMERICAN LEGION POST NO. 44
(Iva, S.C.)

rec'd state 2-1-78

which has been duly and regularly organized, did on the 19th day of

July, A. D. 1956, file with the Secretary of State a written declaration setting forth:

That, at a meeting of the aforesaid organization held pursuant to the by-laws or regulations of the said organization, they were authorized and directed to apply for incorporation.

That, the said organization holds, or desires to hold, property in common for Religious, Educational, Social, Fraternal, Charitable or other eleemosynary purpose, or any two or more of said purposes, and is not organized for the purpose of profit or gain to the members, otherwise than is above stated, nor for the insurance of life, health, accident or property; and that three days' notice in the **Anderson Independent**, a newspaper published in the County of **Anderson**, has been given that the aforesaid Declaration would be filed.

AND WHEREAS, Said Declarants and Petitioners further declared and affirmed:

FIRST: Their names and residences are as above given.

SECOND: The name of the proposed Corporation is **AMERICAN LEGION POST NO. 44**

THIRD: The place at which it proposes to have its headquarters or be located is **Iva, S. C.**

FOURTH: The purpose of the said proposed Corporation is to promote civic and community enterprises for the good of the public generally, to buy, own and sell real estate, and to do all the subsidiaries necessary or convenient for carrying out and into effect the main purposes and objects of the corporation, which is purely eleemosynary.

FIFTH: The names and residences of all Managers, Trustees, Directors or other officers are as follows:

- | | | |
|---------------------|------------|-----------------------|
| Allen Thomas | Iva, S. C. | Commander |
| Ernest D. Alexander | Iva, S. C. | Adjutant |
| Bryant E. Brown | Iva, S. C. | First Vice-Commander |
| Charlie Shaw | Iva, S. C. | Second Vice-Commander |
| James L. Brown | Iva, S. C. | Third Vice-Commander |

(DUET)

**RECREATION FUND APPROPRIATIONS
APPLICATION FORM**

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 6

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

1. Name of entity requesting recreation fund appropriation: **Piedmont Historical Preservation Society**
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): **\$2500.00**

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

Installation of Spectrum Internet Cable	\$99.00
Annual Maintenance of Commercial Grade Copier/Scanner/Printer	\$1000.00
12 month estimated Monthly Charge for Spectrum Internet	\$960.00
PastPerfect Software estimated cost \$794 including membership in the Alliance of American State and Local History Association	\$441.00

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. **Yes**
5. Contact Person: **Charlene Spelts**
Mailing Address: **Piedmont Historical Preservation Society, P O Box 284, Piedmont, SC 29673**
Phone Number: **864-350-1080**
Email: **cspelts@outlook.com**
6. Statement as to whether the entity will be providing matching funds: **Donations have been/are being secured for the computer hardware, additional necessary software for the system, the Commercial Grade Copier/Scanner/Printer, all office equipment and furnishings required. This is a huge step for PHPS in the preservation and documentation of the history of Piedmont, SC. Thank you for your consideration and ongoing assistance.**

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

Charlene E. Spelts / Charlene E. Spelts / 3/25/2021
Signature (electronic) Print Name Date

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Piedmont Historical Preservation Society

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P O Box 284

6 City, state, and ZIP code
Piedmont, SC 29673

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
Employer identification number									
8	3	-	0	5	4	7	2	4	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Charlene E. Spelt* Date ▶ *3/25/2021*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**Anderson County Building & Codes
Monthly Activity Report
Mar-21**

Total Number Permit Transactions:	1044
<i>New Single Family:</i>	<i>86</i>
<i>New Multi-Family:</i>	<i>3</i>
<i>Residential Additions/Upgrades:</i>	<i>19</i>
<i>Garages/Barns/Storage:</i>	<i>38</i>
<i>New Manufactured Homes:</i>	<i>16</i>
<i>New Commercial:</i>	<i>12</i>
<i>Commercial Upfits/Upgrades:</i>	<i>3</i>
<i>Courtesy Permits/Fees Waived:</i>	<i>5</i> <small>(See Attached)</small>

Inspection Activity:

<i>Citizens Inquiries:</i> <i>(New & Follow Up; Includes Sub-Standard Housing /Mobile Homes)</i>	<i>26</i> <small>(Includes Updating Sub-Standard Cases)</small>
<i>Tall Grass Complaints (New and Follow Ups):</i>	
<i>Number of Scheduled Building Inspections Performed (# of Site Visits):</i>	<i>997</i>
<i>Courtesy, Site and Miscellaneous Inspections:</i>	
<i>Manufactured Home Inspections:</i>	<i>93</i>
Total Number of Inspections (Site Visits) for Department:	1116

Reviews/Misc. Activity:

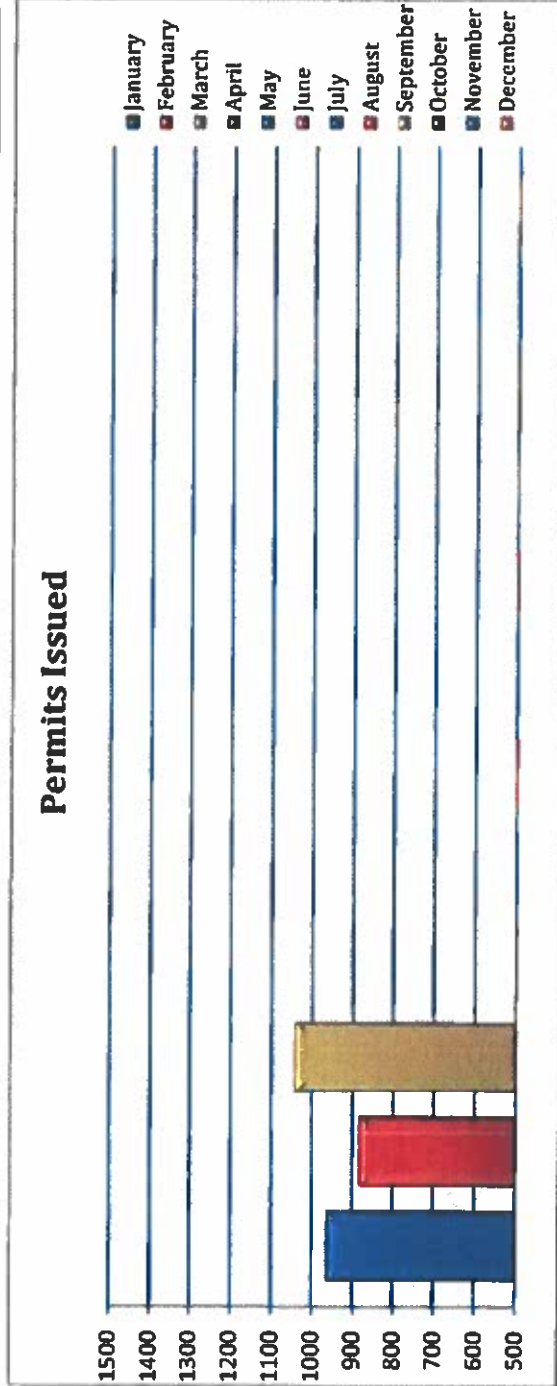
<i>Plans Reviewed:</i>	<i>165</i>	<small>(includes preliminary consultations, resubmittals and solar)</small>
<i>Mech/Elec/Plumb Reviews:</i>	<i>46</i>	<small>(includes residential solar)</small>
<i>New Derelict Manufactured Home Cases:</i>	<i>0</i>	
<i>Hearings:</i>		
<i>Court Cases:</i>	<i>0</i>	

Revenue Collected:

<i>Reinspection Fees Collected:</i>	<i>\$630.00</i>
<i>Plan Review Revenue:</i>	<i>\$54,587.70</i>
Total Revenue For The Month:	\$207,200.40

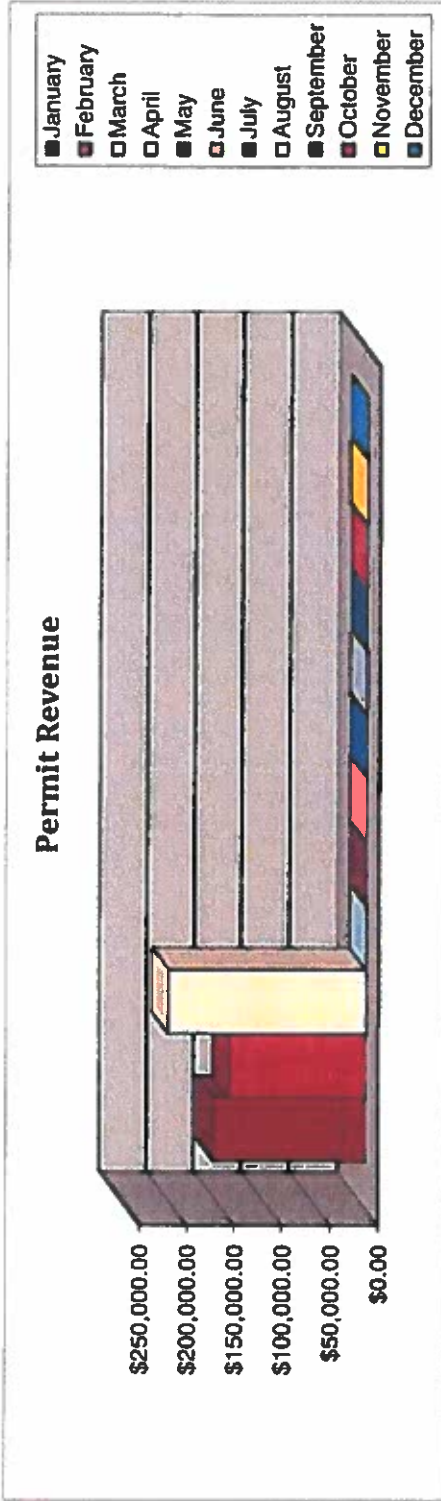
Anderson County Building & Codes Permits Issued for 2021

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	229	308	142	155	76	7	12	34	963
February	223	277	130	138	62	6	11	37	884
March	268	309	135	144	98	17	11	62	1044
April									0
May									0
June									0
July									0
August									0
September									0
October									0
November									0
December									0
Total	720	894	407	437	236	30	34	133	2891



Anderson County Building & Codes Permit Revenue for 2021

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	\$109,653.20	\$21,303.00	\$10,472.00	\$11,381.00	\$3,333.00	\$225.00	\$600.00	\$2,613.90	\$159,581.10
February	\$91,247.20	\$21,235.00	\$9,597.00	\$9,210.00	\$3,774.00	\$270.00	\$550.00	\$7,027.60	\$142,910.80
March	\$97,318.20	\$28,038.50	\$10,410.00	\$10,914.00	\$4,037.00	\$765.00	\$500.00	\$55,217.70	\$207,200.40
April									\$0.00
May									\$0.00
June									\$0.00
July									\$0.00
August									\$0.00
September									\$0.00
October									\$0.00
November									\$0.00
December									\$0.00
Total	\$298,218.60	\$70,576.50	\$30,479.00	\$31,505.00	\$11,144.00	\$1,260.00	\$1,650.00	\$64,859.20	\$509,692.30



For the month of: **Mar-21**

ANDERSON COUNTY BUILDING & CODES
 P.O. Box 8002
 ANDERSON, SC 29622-8022

If your building permit system has changed, mark (X) in the appropriate place below
 Discontinued issuing permits
 Merged with another system
 Split into two or more systems
 Annexed land areas
 Had other changes

PLEASE RETURN THE WEEK OF:

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

Section 1	NEW RESIDENTIAL	Item No. (a)	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents (d)	Number of		Valuation of Construction Omit cents (g)
			Buildings (b)	Housing Units (c)		Buildings (e)	Housing Units (f)	
Single-Family houses, detached <i>Exclude mobile homes</i>		101	86	86	\$20,364,580			
Single-family houses, attached - Separated by ground to roof wall. - No units above or below, and - Separate heating systems & utility meters		102						
Two-family buildings		103	3		\$514,400			
Three-and four-family buildings		104						
Five-or-more family buildings		105						
TOTAL: Sum of 101-105		109	89	86	\$20,878,980	0	0	\$0.00
Section 2	NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No. (a)	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents (d)	Number of		Valuation of Construction Omit cents (g)
			Buildings (b)	Housing Units (c)		Buildings (e)	Housing Units (f)	
Hotels, motels, and tourist cabins <i>(transient accommodations only)</i>		213						
Other non-housekeeping shelter		214						
Section 3	NEW NONRESIDENTIAL BUILDINGS	Item No. (a)	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents (d)	Number of		Valuation of Construction Omit cents (g)
			Buildings (b)	Housing Units (c)		Buildings (e)	Housing Units (f)	
Amusement, social, and recreational		318						
Churches and other religious		319						
Industrial		320						
Parking garages (buildings & open decked)		321						
Service stations and repair garages		322						
Hospitals and institutional		323						
Offices, banks, and professional		324						
Public works and utilities		325						
Schools and other educational		326						
Stores and customer services		327			\$1,863,141			
Other nonresidential buildings		328	24		\$658,084			
Structures other than buildings		329	21		\$901,455			
Section 4	ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No. (a)	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents (d)	Number of		Valuation of Construction Omit cents (g)
			Buildings (b)	Housing Units (c)		Buildings (e)	Housing Units (f)	
Residential - <i>Classify additions of garages and carports in Item 438</i>		434	19		\$858,688			
Nonresidential and non-housekeeping		437	3		\$15,467,544			
Additions of residential garages and carports <i>(attached and detached)</i>		438	14		\$758,560			
Section 5	DEMOLITIONS AND RAZING OF BUILDINGS	Item No. (a)	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents (d)	Number of		Valuation of Construction Omit cents (g)
			Buildings (b)	Housing Units (c)		Buildings (e)	Housing Units (f)	
Single-family houses (attached and detached)		645	6					
Two-family buildings		646						
Three-and four-family buildings		647						
Five-or-more family buildings		648						
All other buildings, structures or mobile homes		649	13					

PERMIT #	ISSUE DATE	COST	OWNER NAME	MOD DESCRIPTION
MOD 702	COURTESY PERMIT/NO CHARGE			
202100692	3/03/2021	206,000.00	PENDLETON UNITED METHODIST CHURCH	THE SHORES OF ASBURY-RESTROOM
202100859	3/16/2021	292,372.00	TECHTRONIC INDUSTRIES NORTH AMERICA	TTI THROWN OBJECTS/KICKBACK RO
202100909	3/18/2021	14,050.00	FIRST QUALITY TISSUE SE LLC	CANNONBALL 5/ CONSTR TRAILER
202100910	3/18/2021	3,850.00	FIRST QUALITY TISSUE SE LLC	CANNONBALL 5/CONCR BATCH PLANT
202101030	3/30/2021	55,000.00	CORPS OF ENGINEERS	SHORES OF ASBURY-GATEHOUSE

Commercial
electrical
Commercial

TOTALS: 5 571,272.00