AGENDA
ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
September 4, 2018 at 6:00 PM
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER:

2. RESOLUTIONS/PROCLAMATIONS:
   a. R2018-047: a resolution to recognize Palmetto High School Junior Air Force Reserve
      Officer Training Corps for receiving the 2017-2018 Distinguished unit award, the “Silver
      Star” award and Anderson County Adopt-A-Highway Group of the Year.
         Ms. M. Cindy Wilson (allotted 5 minutes)
   b. PROCLAMATION: National Suicide Prevention Month

3. ADJOURNMENT:

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
September 4, 2018 at 6:30 PM
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER:

2. INVOCATION AND PLEDGE OF ALLEGIANCE: Mr. Ken Waters

3. APPROVAL OF MINUTES: August 7 and August 21, 2018

4. CITIZENS COMMENTS: Agenda Matters

5. DISTRICT 2 CONCERNS: Ms. Gracie S. Floyd (allotted 20 minutes)

6. ORDINANCE THIRD READING:
   a. 2018-027: an ordinance authorizing the execution of a lease purchase agreement in an
      amount not exceeding $5,400,000 relating to the leasing and purchasing of certain
      vehicles equipment and personal property, the execution of necessary documents and
      closing papers. PUBLIC HEARING-NO TIME LIMITS
         Ms. Rita Davis (allotted 5 minutes)
   b. 2018-028: an ordinance authorizing the addition of Bailtuck, LLC as a sponsor
      affiliate to that certain fee agreement, dated as of December 1, 2012, between
      Anderson County, South Carolina and Sargent Metal Fabricators. PUBLIC HEARING-NO TIME LIMITS
         Mr. Buriss Nelson (allotted 5 minutes)
   c. 2018-032: an ordinance to return real property located on Pearman Dairy Road
      (TMS NO. 095-00-09-012) to Atlanta Baking Company which was deeded to
      Anderson County by Atlanta Baking Company, INC. on September 21, 1981, to
      facilitate an industrial development Revenue Bond Project. PUBLIC HEARING-NO TIME LIMITS
         Mr. Buriss Nelson (allotted 5 minutes)

7. ORDINANCE SECOND READING:
   a. 2018-031: a third supplemental ordinance providing for the issuance and sale of
      Anderson County, South Carolina, Solid Waste System Revenue Bonds, Series 2018,
      in the Aggregate Principal amount not exceeding $2,800,000; fixing the form and
      certain details of the bonds; authorizing the Chairman of the County Council,
      the County Administrator and the Finance Director to determine certain matters
      relating to the bonds; providing certain payment of the bonds and the disposition of
      the proceeds thereof. Ms. Rita Davis (allotted 5 minutes)
b. **2018-033**: an ordinance authorizing the execution of an Infrastructure Credit Agreement among Anderson County, South Carolina, the City of Anderson, South Carolina, JB Ferguson Properties, LLC and Estate Planning Consultants, INC.
   Mr. Buriss Nelson (allotted 5 minutes)

c. **2018-037**: an ordinance authorizing the execution of an Infrastructure Credit Agreement among Anderson County, Project Accommodation, and the City of Anderson, South Carolina.
   Mr. Buriss Nelson (allotted 5 minutes)

d. **2018-038**: an ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties as to enlarge the park.
   Mr. Buriss Nelson (allotted 5 minutes)

8. **ORDINANCE FIRST READING:**

a. **2018-036**: an ordinance authorizing the execution and delivery of a Fee in Lieu of Tax and Special Source Revenue Credit Agreement by and between Anderson, South Carolina and a Company or Companies know to the County at this time as Project 20180430 with respect to certain economic development property in the County, whereby such property will be subject to certain payments in Lieu of Certain Special Source Credits.
   Mr. Buriss Nelson (allotted 5 minutes)

b. **2018-039**: an ordinance to amending the zoning map to rezone +/- 72.28 acres from PD (Planned Development) to IZOD (Innovative Zoning District) at Crestview Road, Harriett Circle and Midway Road.
   **PUBLIC HEARING-NO TIME LIMITS**
   Mr. Jeff Parkey (allotted 5 minutes)

c. **2018-040**: an ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties as to enlarge the park.
   (Project 20180430)
   Mr. Buriss Nelson (allotted 5 minutes)

9. **RESOLUTIONS:**

a. **R2018-046**: a resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project 20180430, whereby, under certain conditions, Anderson County will execute a Fee In Lieu of Tax and Special Source Credit Agreement with respect to a project in the county whereby the project should be subject to payment of Certain Fees in Lieu of Taxes, and whereby Project 20180430 will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure.
   Ms. Rita Davis (allotted 5 minutes)

b. **R2018-048**: a resolution authorizing application to the State Fiscal Accountability Authority of South Carolina for approval of the issuance by Anderson County, South Carolina, of its Special Resource Revenue Bonds, in one or more Series, in an Aggregate Principal amount of not exceeding $28,750,000 pursuant to the Provisions of Title 4, Chapter 1 and 29 of the Code of Laws of South Carolina 1976, as amended.
   Ms. Rita Davis (allotted 5 minutes)

10. **TAX LEVY FOR THE ANDERSON COUNTY COUNCIL FOR THE 2018 TAX YEAR:**

11. **REPORT FROM PLANNING AND PUBLIC WORKS COMMITTEE MEETING:**
    **HELD AUGUST 27, 2018:**
    Chairman M. Cindy Wilson (allotted 15 minutes)
    a. Compensation for Planning Board Members and Board of Appeals
    b. Subdivisions Regulation Discussion
    c. Traffic Study Update

12. **REPORT FROM PUBLIC SAFETY COMMITTEE MEETING:**
    **HELD AUGUST 30, 2018:**
    Chairman Ray Graham (allotted 15 minutes)
    a. Williamston EMS Contract

13. **APPOINTMENTS:**
    Anderson County Museum Advisory Board- D3
14. **REQUESTS BY COUNCIL:**
   - Anderson Cavaliers Athletic Program - ALL
   - Anderson County Humane Society - ALL
   - Shalom House - ALL
   - Anderson County Parks Dept. - D3
   - WLS Foundation - D3
   - Anderson School Districts 2&3 - D3, D7

15. **ADMINISTRATORS REPORT:**

16. **CITIZENS COMMENTS:**

17. **REMARKS FROM COUNCIL:**

18. **ADJOURNMENT:**

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures in order to participate in this program, service or activity please contact the office of the program, service or activity as soon as possible but no later than 24 hours before the scheduled event.
RESOLUTION 2018-047


Whereas, The Air Force Junior ROTC program is located in 900 high schools across the United States, and select schools in Europe, and Puerto Rico, with an enrollment of more than 120,000 cadets who will complete over 1.6 million hours of community service each year; and,

Whereas, the mission of the Air Force Junior Reserve Officer Training Corps is to develop citizens of character dedicated to serving their nation and community; and,

Whereas, The Air Force Junior Reserve Officer Training Corps, Unit South Carolina-942 of Palmetto High School was selected as the recipient of the 2017-2018 Distinguished Unit Award for the twelfth consecutive year. This award recognizes cadets who have performed with above normal expectations, and distinguished themselves by providing outstanding services at school and throughout the community; and,

Whereas, the unit also earned the “Silver Star” Community Service with Excellence Award. This prestigious award recognizes the top 5 percent of 900 AFJROTC units worldwide based on community service in support of schools and local communities. Only 44 units worldwide earned this award and Unit South Carolina-942 of Palmetto High school is one of two units to win this award in South Carolina. This award recognizes the personal growth and accomplishments of the cadets, the contributions of instructors as mentors and the support of the school and local community; and,

Whereas, On May 2, 2018 The Air Force Junior ROTC Cadet Corps attended the Adopt-A-Highway annual awards luncheon in Columbia, South Carolina. They received an award as Group of the Year for their dedication and contribution in volunteering, providing a crucial source of litter removal services making local communities a cleaner and safer environment; and,

Whereas, the Anderson County Council recognizes our youth who will become future leaders of Anderson County, South Carolina and the United States. Developing life skills such as leadership, responsibility and team work. We recognize the exceptional character, citizenship and self-discipline it takes to put service before self; and,

Whereas, The Anderson County Council commends and congratulates the Palmetto High School Junior Reserve Officer Training Corp on all of your tremendous accomplishments. We would like to wish you much success in all of your future endeavors.

Resolved in meeting duly assembled this 4th day of September, 2018.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Lacey Croegaert
Clerk to Council
WHEREAS; September is known around the United States as National Suicide Prevention Awareness Month and is intended to help promote awareness surrounding each of the Suicide Prevention resources available to us and our community. The simple goal is to learn how to help those around us and how to talk about suicide without increasing the risk of harm; and,

WHEREAS; Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and,

WHEREAS; According to the CDC, each year 44,965 people die by suicide; and,

WHEREAS; Suicide is the 10th leading cause of death among adults in the US, and the 2nd leading cause of death among people aged 10-24; and,

WHEREAS; Anderson County is no different than any other community in the country, but chooses to publicly state and place our full support behind local educators, mental health professionals, athletic coaches, police officers, and parents, as partners in supporting our community in simply being available to one another; and,

WHEREAS; local organizations like Suicide Prevention Services (SPS) and national organizations like the National Alliance on Mental Illness (NAMI) are on the front lines of a battle that many still refuse to discuss in public; and,

WHEREAS, every member of our community should understand that throughout life’s struggles we all need the occasional reminder that we are all silently fighting our own battles; and,

WHEREAS, Anderson County encourages all residents to take the time to inquire as to the wellbeing of their family, friends, and neighbors over the next few days and to genuinely convey their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer; and,

NOW, THEREFORE, be it resolved we the Anderson County Council of Anderson, South Carolina, do hereby proclaim the month of September 2018, as National Suicide Prevention Awareness Month. We urge all citizens to support the continued efforts in raising public awareness and to promote the well-being for others in our community and future generations.

Proclaimed this 4th day of September, 2018

FOR ANDERSON COUNTY:

| Tommy Dunn, Chairman County Council | Craig Wooten District One | Gracie S. Floyd District Two |
| Ray Graham District Three | Tom Allen District Four | Ken Waters District Six |
| M. Cindy Wilson District Seven | | Lacey A. Croegaert Clerk to Council |

ATTEST:

Rusty Burns County Administrator
State of South Carolina  
County of Anderson  

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
AUGUST 7, 2018  

IN ATTENDANCE:  
TOMMY DUNN, CHAIRMAN  
GRACIE FLOYD  
CRAIG WOOTEN  
TOM ALLEN  
M. CINDY WILSON  

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
LACEY CROEGAERT
TOMMY DUNN: At this time I’d like to call the Regular Anderson County Council meeting of August the 7th to order. I’d like to welcome each and every one of you here and thank y’all for coming. We’ve got a lengthy agenda tonight, so we’re going to try to get through this. Apologize, we’re have some difficulty with the lights. I apologize for that but I think we can get through it. It’s what it is. And at this time I’ll ask -- she got here just in time to lead us in the Invocation and Pledge of Allegiance.

Councillman Wilson. If we all rise, please.

(INVOCATION AND PLEDGE OF ALLEGIANCE BY CINDY WILSON)

TOMMY DUNN: At this time are there any -- we have approval of the minutes of July 10th meeting. Are there any corrections to be made to that? Ms. Floyd.

GRACIE FLOYD: There was something on page 8 that I didn’t understand at all. This says here on page 8, lines 27 and 28. (Inaudible) said okay. And then 29 Tommy Dunn says, shepherd her, Mr. Burns. I hate to ask you to shepherd her. What does shepherd her -- what was that?

TOMMY DUNN: That was a miss -- asking him to hand her something, but it wasn’t shepherd her. I don’t know what was that word. We can go back and look and see.

GRACIE FLOYD: Well, I’d like to submit that as something we need to check on, please.

TOMMY DUNN: We have a motion to -- make a motion to accept the -- any other corrections to be made? Make the motion to accept the minutes with the correction. We’ll try to get the wording right on page -- what page was that, Ms. Floyd?

GRACIE FLOYD: Page 8.

TOMMY DUNN: Page 8. Try to get through that. Have a second?

TOM ALLEN: Second.

TOMMY DUNN: Second Mr. Allen. All in favor of the motion show of hands. All opposed like sign. Show the motion carries.

Moving on now to Citizens Comments, number 4. At this time Mr. Harmon, our county attorney for the ones -- he’ll call your name. Ones wishing to speak, come up, you have three minutes. Address the Chair. And keep the items on the first go-around, first part of the meeting, on items that’s on our agenda.

As I talked to the Reverend a few minutes ago, anyone wishing to speak on the zoning issue, that’s a public hearing by itself, you don’t have to sign up for it. We ask for you to come up and line up and
LEON HARMON: Mr. Chairman, first speaker is Frank Pressly.

FRANK PRESSLY: Frank Pressly, District 4. I’m speaking to item number 15. And since Mr. Graham’s not here, I guess I’m speaking on deaf ears here. But Criminal Justice Coordinating Council Data Overview, Stepping up Initiative, Resolution 2018 should be attached. Data driven justice initiative letter attached. That doesn’t tell me a whole lot. Now, what I’m interested in is the progress that we’re making with the jail. What’s happening with that. That’s kind of -- it was on the hot seat subject there for a while, but now that it’s gotten kind of quiet we haven’t heard too much more about it. I’d be interested in finding out where we’re at with the jail. And if we’re considering a prison farm or if there’s any progress towards that. I would like to hear something more about that from Mr. Graham. I don’t know if he’ll be here or not. Thank you.

TOMMY DUNN: Mr. Harmon.

LEON HARMON: Mr. Chairman, the next speaker is Amber McGraw.

TOMMY DUNN: Okay. She’s fine.

LEON HARMON: Next is Kelley Gray.

TOMMY DUNN: That’s fine. No problem at all.

LEON HARMON: Cody Gray.

TOMMY DUNN: That’s fine.


TOMMY DUNN: Thanks.


TOMMY DUNN: Is that it?

LEON HARMON: That’s signed up.

TOMMY DUNN: Thank you, Mr. Harmon.

Item 5 we have no ordinances third reading. Ordinance number 6(a), Ordinance second reading. Ordinance authorizing the amendment of Anderson County Ordinance 2014-040 and the documents authorized thereby, in certain limited regards and particulars. Mr. Nelson’s not here. Mr. -- this is second reading, we have a motion to move this forward?

TOM ALLEN: So moved.

TOMMY DUNN: Motion Mr. Allen. We have a second?

CINDY WILSON: Second.

TOMMY DUNN: Second Ms. Wilson. Any
discussion?

GRACIE FLOYD: Yes.

TOMMY DUNN: Yes, ma’am.

GRACIE FLOYD: Is there anybody here, Mr. Chair, who could speak on 18-24.

TOMMY DUNN: Mr. Harmon can.

GRACIE FLOYD: Okay good. Mr. Harmon, just bring us up to speed about this. About the ordinance here.

LEON HARMON: Yes, ma’am, Ms. Floyd.

What this ordinance does is add the official legal company name to the fee agreement for this project. It only had in the project originally the doing business as dba name of Fox Farms. And this will add the legal name of the company to the documents.

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

Moving on to Item number 6(b) 2018-025 an ordinance authorizing the sale of certain property in the Clemson Research Park pursuant to a lease agreement between Anderson County, South Carolina and Anderson County Development Partnership. This is second reading. This is selling -- allowing, which we have no choice in the group to sell the property up on the research -- the research property. We have a motion to move this forward?

CINDY WILSON: So moved.

TOMMY DUNN: Motion Ms. Wilson. We have a second?

TOM ALLEN: Second.

TOMMY DUNN: Second Mr. Allen. Any discussion?

GRACIE FLOYD: Yes.

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: Would you, please, again, just go over the top of this so that the people that are with us tonight can understand what we’re talking about.

TOMMY DUNN: Just like I said earlier in our statement. This is allowing -- giving the okay to Innovate Anderson to sell the property of the Clemson Research Property on Highway 187 North, giving them the right to sell that property. Fair enough, Mr. Harmon?

LEON HARMON: Yes, that’s exactly what is happening. The lease agreement that -- under which the county held the property requires us to return it to them upon request and they have requested that the Council do that.
GRACIE FLOYD: Thank you.

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

Moving on to Item 6(c) 2018-030 an ordinance ordering a referendum to determine whether the South Carolina Department of Revenue may issue temporary permits to allow for the possession, sale and consumption of alcoholic liquors by the drink to bona fide nonprofit organizations and business establishments authorized to be licensed for consumption on premises sales to that of sale of beer and wine on permitted premises locations without regard to the days or hours of sales. Mr. Graham brought this forward. He can't be here tonight. He's out of town. This is second reading. This is to put on the ballot. This is to be put on the ballot.

Mr. Harmon, did you have anything you wanted to add to this?

LEON HARMON: Mr. Chairman, the document that is before you contains the two ballot questions that state law allows us to put on the ballot. I did modify a couple of items in this ordinance to correct some typos and to make the first whereas provision track state law. And I'll hand that up.

GRACIE FLOYD: You said to correct some typos?

TOMMY DUNN: Mr. Graham brought this forward. He can't be here tonight. So I'll entertain it on the floor. Do we have a second?

CRAIG WOOTEN: Second.

TOMMY DUNN: Second Mr. Wooten. Any discussion?

GRACIE FLOYD: Mr. Harmon, this thing tonight is just to correct the errors, misspellings and things that were in the first one. That's all this is for?

LEON HARMON: That's the only changes that I made in it. There were no changes made to the two ballot questions that will be on the ballot in November.

GRACIE FLOYD: Okay, but this is also not the wording for what's going to be on the ballot as well, is it?

LEON HARMON: Yes, it is.

GRACIE FLOYD: Okay. The wording ---

LEON HARMON: These are the two exact precise questions that will be on the ballot in November.

GRACIE FLOYD: Okay. All right. I got
1 it. Thank you.
2 TOMMY DUNN: All in favor of the motion
3 show of hands. All opposed. Abstentions? Show the
4 motion carries Mr. Allen, Mr. Dunn, Mr. Wooten and Ms.
5 Wilson in favor. Ms. Floyd abstains.
6 Moving on to Item number 7(a) 2018-026 an
7 ordinance amending the zoning map to rezone +/- 3.86
8 acres from R-A (Residential-Agricultural) to R-M1
9 (Mixed Residential District) at 1226 Massey Road.
10 At this time I’ll ask Dr. Parkey to come forward
11 and give us a report.
12 JEFF PARKEY: Thank you, Mr. Chair. Yes,
13 this request is to rezone the property at 1226 Massey
14 Road from R-A(residential agricultural) to R-M1 (mixed
15 residential) district. The purpose of the request is
16 to provide a group home care -- group care home,
17 excuse me -- for pregnant women. Staff recommended
18 approval. The zoning advisory group did not meet.
19 They could not make a quorum, so they did not meet.
20 So technically comes forward from the zoning advisory
21 group as a recommendation for approval and then
22 finally the Planning Commission recommended approval
23 on their meeting of July 9th.
24 TOMMY DUNN: Thank you, Dr. Parkey.
25 Appreciate it. At this time we’ll go into a public
26 hearing. Anyone wishing to speak to this matter one
27 way or the other, step forward, state your name, your
28 district, and address the Chair, please. I’m sorry.
29 TOM ALLEN: Would you want to note a
30 whole bunch of them ---
31 TOMMY DUNN: I’ve already talked to
32 them. Anyone wishing to step forward, just come on
33 down and state your name. Yes, sir. Right in that
34 microphone.
35 TED DOOLEY: I’m Ted Dooley. I’m a
36 resident at 1221 Massey Road. And I’m against
37 rezoning that 3.87 acres. And I know there are
38 several here. We live right there at that road,
39 within feet. And we’re totally against rezoning.
40 TOMMY DUNN: Okay.
41 MARY THRETE: I’m Mary Threte.
42 TOMMY DUNN: Get that microphone for
43 her, Mr. Burns. You fine.
44 MARY THRETE: Yes, I’m Mary Threte. And
45 I live at 1226, which that road would go right in
46 front of my house, and I’m just not for this. I just
47 don’t think this is the right place for this type of
48 home. Thank you.
49 TOMMY DUNN: Thank you.
50 TERRI STRATHERN: My name is Terri Strathern.
I live at 2208 East North Avenue in Anderson. And I am in support of the home. I think it’s a worthy cause.

TOMMY DUNN: Thank you.

ERIN DUCARLO: Erin DuCarlo. I live at 2212 East North Avenue in Anderson. I’m in support of the home. Thank you.

TOMMY DUNN: Thank you.

CAROL OVERMAN: My name is Carol Overman. I live at 116 Woodridge Court in Anderson. And I also am in support of this home.

TOMMY DUNN: Thank you.

AMBER MCGRAW: My name is Amber McGraw and I reside at 106 ??? which is about 100 yards from the driveway off Massey. I do have a copy of all the emails and information that was sent over if you guys want to see this. It has roughly twenty people in our neighborhood that communicated that they are not in favor of this moving in. And the reason why specifically for me is that I grew up in this area, I have lived in this area for 20 years. A year out of college I bought a house in this area. I went to Wren High School, I played on the soccer team. I remember what it looked like when I moved here. And I’m sure you guys are aware of what’s happened in Greenville. What’s happened to --- I mean, my gosh, little Powdersville, it’s growing. And I know that this is only three acres; however, I feel like this is just a doorway into more re-zonings. I do support the mission. I don’t support the area. I just don’t think it’s a good place. You’re smack up in the middle of a neighborhood. And so for that, I am against the rezoning on Massey Road. Thank you.

GRACIE FLOYD: Mr. Chair.

TOMMY DUNN: Yes, ma’am.

GRACIE FLOYD: Would you please ask the speakers to please speak a little louder so we can hear you.

TOMMY DUNN: Go ahead, sir.

GRACIE FLOYD: Excuse me, Mr. Chair.

TOMMY DUNN: Yes, ma’am.

GRACIE FLOYD: We only heard a bit of what she said. Okay. So please speak up louder so we can ---

TOMMY DUNN: We got it. Okay, sir. Go ahead.

RICH STRAUT: My name is Rich Straut. I live at 110 McBrie Lane which is just in the Massey subdivision, not more than 200 feet from where this proposed unit is going in. I have about three or four
things to say about it.

The nearest hospital is thirty to -- at least thirty minutes away. They're with the St. Francis hospital. There is no emergency care in this area to put at-risk pregnant women in this area.

Number 2, once you rezone this particular three acres with the M1 designation what else will this move into the area? This has been a residential agricultural area for all of its existence. Slabtown is historic. As soon as you make part of it M1, other people will be coming in to make other parts of it M1. Why would you want to spoil the RA designation for this property just to, you know, -- and it’s putting an area that is not supported well by services, and you’re putting at-risk pregnant women in this house with the nearest hospital thirty to forty minutes away. Thank you.

CODY GRAY: I’m Cody Gray. I live at 105 McBrie Lane. It’s also a part of the Massey Estates neighborhood. It’s right up the road from the guy that just spoke. I am against the rezoning. One of my biggest things is, just like he said, the closest hospital who they have a partnership with is St. Francis. I actually looked it up. It’s twenty-seven minutes from our area to St. Francis. So in any type of emergency, I mean, how are they actually going to get there for the help for the kids or, you know, a pregnant woman. Also, in their mission statement, they’re talking about these ladies being able to get back on their feet in the workforce or at school. The closest high school for any, you know, woman that may be eighteen years at the age or younger, is eight minutes. So that’s a sixteen minute round trip just to get to school. And you know, the closest college is Greenville Tech. It’s twenty-five minutes to Greenville Tech. I’m currently pursuing my education further, so I’m, you know, I’m going to Greenville Tech multiple times a week and I know the stress it puts on myself so I can only imagine, you know, a pregnant woman that’s going through a crisis trying to get back in school.

You know, I feel like something like this is better suited for a city environment where they’re able to, you know, walk to work. The closest places we have around us to work is a convenient store and a Dollar General. So that’s another thing on their mission statement is trying to get women back in a workforce. There’s nowhere to work around our area. I mean, it’s a residential. You know, we have to go out of town in a sense to be able to go to work each
day. So if they’re trying to put somebody back into work, I just don’t see our area being the correct place for that.

Another thing I got, is I was looking on their website and their journey, they said we have met with architects and have the first draft of renderings for the home. We have searched for land in the Greenville area for this home. We have issued a letter of intent to purchase approximately two acres of land near the St. Francis hospital. That’s on their website. We’re not St. Francis, we’re not two acres right beside the hospital. So if they’re saying that on their website, their donors, who, you know, give money, expect hey, these ladies are going to the hospital, they’re in a city environment. So they’re telling their donors, hey we’re doing this, but yet, they’re twenty-five minutes from there. So if they’re telling their donors that, what aren’t they telling us?

Thank you, guys.

CLAIRE CAPPEL:  Hey, Guys. Okay, just stop me if you can’t hear anything, but I just want to do a little bit of an introduction. My name is Claire Cappel. And I live currently in Greenville, South Carolina, and I’m speaking with Michael for the home with the diocese.

So just a little bit of a background. I grew up in Greenville and I’ve lived there for the past sixteen years of my life. Since living there I have learned how we’re supposed to take care of those who are less fortunate than us. And through growing up in this great environment I had a dream whenever I was in sixth grade, so this was about -- if I do the math -- twelve years ago. So almost half of my life. I had a dream where I woke up and I -- in the dream I saw the effects and the horrors that abortion causes. And so, I woke up from the dream. I talked to my mom, and together we decided we can’t just sit there waiting for something to happen. These women are going through crisis pregnancies right now and we have to do something about it. So that led to the formation of a walk in which all the proceeds went to Birthright, the local pro-life agency.

And then years down the road, I had another dream and in this dream there was a home and it was as if God was saying this is the next step. This is what you need to do. This home is what’s going to help those women who have no place to turn to because their family have kicked them out. This is the solution.

So from that dream when I woke up again and talked to my mom again, because, you know, most people don’t
really listen to a person in eighth grade at that point. And that small group led to an even larger group. And that larger group led to an even larger group. And that was six years ago. And then, whenever this land and this beautiful home popped up it was as if all of our dreams, every hope that we had had was answered, just by looking at it. And for the people who haven’t seen it, I mean, heck, I would move in there. This place is beautiful. It’s on a hundred acres. It’s -- it has so much land for the women. And one of our major goals whenever we were going through the whole process was we want something that these women -- it’s not an institution, it’s not a hospital. Somewhere that they can live and they can feel as though they are at home themselves. And so, this decision not only affects just one family moving in there. But has the potential to affect thousands of potential lives that could be helped by doing this. So thank you so much.

TOMMY DUNN: Thank you.

KAREN WALLACE: I’m Karen Wallace Fox. I live at 133 McAlister Drive, Pendleton, South Carolina. And I am in support of Claire’s house.

MICHAEL AQUILETTO: My name is Michael Aquiletto and I’m here on behalf of the diocese of Charleston. And so, obviously the home is named after Claire and her dream, that’s why it’s referred to as St. Claire’s Home. And I’m just going to go through a quick thing -- a few quick things.

First, the property we selected, and I know the concerns about it being in a residential area. One of the reasons we picked it was because it was on a hundred and five acres and we imagined that buffer being an important part of the rezoning and part of the women having the scenic serene pregnancy -- time in their pregnancy. And so, that plus the -- there’s also a radio tower nearby that’s on a substantial amount of property. That’s also another buffer. And we’re only rezoning the 3.8 I believe it is, or 3.7 acres. We’re not rezoning the hundred and five because we’re not looking to do anything. There will be no growth on this property. The home is perfect as is. We’re only doing two things to the property upon the sale; fixing the front gate and making it nicer, stronger. And then adding a fence in front of the pool so that any children that were there do not go in the pool unexpectedly.

So the home is perfect, we do not need to do anything to it. And we looked at a lot of homes and I really appreciate the comments about the website, I
will definitely email someone about that tonight. This has been a six year process and that was what they were doing six years ago. But unfortunately for a number of reasons that didn’t occur. And so we’ve been for the last five and a half years, looking at properties and fund raising and the goal was actually to put them in a rural community, which is what we have found here.

The women in the home, I know there’s been some discussion about that, the women are pregnant. We are not taking in anybody, just anybody. They have to be you know, stable, they can’t come in as drug abusers or alcoholics. We can’t risk the life of the other mothers in the home or the employees.

And then I want to add this too. The company that we’re working with -- so we’re the Catholic Church that’s going to be purchasing the property. But we’re partnering with an organization that’s based out of Hoboken, New Jersey that does this only. This is only what they do. They have seven homes, three of which are in New York, outside of the city in the boroughs of New York. They’ve never had any issues with law enforcement in the thirty-three years in all seven homes. And they even have a home similar to this that is on three and a half acres in Alabama. Again, no issues in their thirty-three years.

And then, I think that’s everything I have. If there’s any questions you have particular to the property though, I’d be the one that could help answer them for you, so please let me know if I can answer anything for you. Thank you.

KELLIE GRAY: Hi, my name is Kellie Gray. I reside at 105 McBrie Lane. I am not in favor of this. Now, I want to start off by saying I am in favor of their mission and their cause. I just don’t believe that -- I would prefer it not be directly in front of my neighborhood and directly two houses in front of me. My sister, one of the ones earlier, you said you couldn’t understand, she actually lives in my neighborhood. And her and I have grown up here for twenty years and we love it. We love it just the way it is. We don’t want to see anything change. You know, we like it just the way it is. And she is even closer to that. So me personally as her older sister, I don’t want that closer to her. You know, nothing against these women. I believe in their cause and I believe they need a place. But I believe that could be sought and found somewhere else. I don’t want that anywhere near where I live. I was like, you know, personally, I just don’t want to see it change. I
don’t want to see anything change from the way it is.
You know, like she said, I’m afraid of things, you
know, continuing down the road and being, you know,
one again looked at and re-evaluated to change into
something else. So personally right now, I’m not in
favor of this being approved. Thank you.

DWIGHT DECARLO: Good evening. My name is
Dwight DeCarlo. I live at 2212 East North Avenue.
And I just don’t -- I can’t understand -- I’ve never
heard of young pregnant women being a threat to a
neighborhood. I just haven’t. Has there been any
studies? I’m sure there’s homes all over the United
States just for this purpose. Has anyone done a study
to see what the impact is, and I’ll bet you’ll find
that there’s a positive impact, not a negative impact.
It’s a Christian thing to do. Thank you.

JIM THOMPSON: My name is Jim Thompson and
I’m from 841 Worley Street, Pendleton. I grew up in
a mixed residential rural neighborhood. And I’ve
found it to be a wonderful experience and a great way
to grow up and I think this would be a great
opportunity for the pregnant women who need it.

FREDDY BRYANT: My name is Freddy Bryant,
1479 Massey Road. I guess I’ve got a lot of
questions. What kind of shelter is this? Is it just
pregnant women? Are they battered women? Alcoholic?
What are we dealing with? You know, will there be
security? You know, are those people going to be
leaving? What are they going to do? I know it’s
about getting them jobs and pregnant women having
babies. Where do those babies go? There’s sure a lot
of questions to be answered to what happens to these
people when they leave there. I don’t want it.

KIM BRYANT: And we own the property.
I’m Kim Bryant. We own the property right in front of
it.

FREDDIE BRYANT: And I own some behind it,
too, that joins it. Forty-two acres behind it that
joins it.

KIM BRYANT: I have a lot of questions
about what’s going on. Anybody can say they have a
dream.

???: (Inaudible for a while) I
just think that there’s other places that you can put
this. I’m sure the county owns land that they can buy
that is already zoned for this. I just don’t have any
understanding of why you would want to put it in a
residential place. And it affects us on Massey Road,
not those guys over there at St. Francis. I don’t --
I’m an adopted child. So I understand what they’re
saying, but still I (break in tape) their choice.
Everybody makes choices and I just don’t think that
for their choice, what they’ve done that they should
be punished or that I should be punished. Thank you.

AUDY PEREZ: My name is Audy Perez, I live
in 113 ??? Way and I’m totally against it. Reason is,
I actually moved from New Jersey here to work. We’re
over here to be calm to people away from the city and
you’re bringing the city to us again. You know, like
that’s how I feel. I have a five year old and had a
little accent but I’m totally against it. I bought a
house for the reason to be calm, I don’t want no cars
passing fast. That’s why we’re away from the road.
So a dead end. No cars go through there. That’s in
the main street. I’m totally against it. I support
whatever you want, as long as they’re close to the
city, but I don’t support it close to residential
homes like we are right now.

We actually moved in for that reason. It’s a
residential home, it’s a family home where you have
fun and you enjoy your kids walking in the street. To
have paramedics running around up and down, I’ve been
done that, have a five year old likes going
across the street to play with his friends back and
forth. What happens if ??? somebody does a U turn
right there. Going to emergency to take a woman to
the hospital which is 25 minutes away, 27 minutes
away, like everybody is saying. And my kid definitely
crossing the street. Thousand of that. I’m a
plumber, I’ve been in rehab centers here, too. So I
know how it goes. So, I’m totally against that. I’m
sorry. I support them, but I don’t support the way --
where they’re actually building it.

TOMMY DUNN: Okay.

KATIE MELANI: My name is Katie Melani. I
live in 113 ??? . ??? is my husband. We have a five
year old and a sixteen year old. We have animals in
the house. We have, you know, it’s our little family.
Like he said, we chose this area over -- a little bit
over two years ago because it was just perfect to
raise our kids. It’s nice, it’s quiet, it’s simple,
it’s safe. I don’t agree with putting a business
really so close. Like it’s just a couple of houses up
the street from me and I don’t agree with this.

So I’m with the cause, I actually think it’s
really cool if people, you know, do this for those in-
need women, but I don’t want them close to my house.
I could have chosen any other house close to the
street, I mean, close to the city, but we chose this
one because it was away from everyone, from everybody
else, all the traffic, all the -- you know, it’s just not what we want. And like everybody else said here, I want my kids to live here after we’re gone and that’s not going to happen if there’s businesses in this area. So please, I don’t want it. Thank you.

TOMMY DUNN: Okay. Thanks. You’ve already spoke, haven’t you? No, have to let people speak that haven’t spoke.

SETH THOMPSON: I’m Seth Thompson. Becca is my wife. We’re at 1460 Massey Road. We are not in favor of this. We started our dream five years ago, actually seven years ago buying that piece of property. We have seventy-five acres. A lot of that property joins that hundred acres. Now, are they going to fence that whole hundred acres? We trail ride horses. We have horses up on the front of our property. I do hunting back there. I mean, and they say they want people -- the women to have that serene feeling where they can walk through the woods and I’m all in favor of that. There’s plenty of property out here in Anderson. Not far from town here. It’s not safe, the neighborhood behind that hundred acres. It’s -- y’all need to ride through it. It’s not a favorable place for a place like this. For a women’s home, it’s not the place. I’m totally in favor for that, I have a daughter right here. She ever got in trouble, I would want her to have a place for her to go to, if me and my wife couldn’t give it to her. Where it’s at, where you want to put it, not the place. Thank you.

BECCA THOMPSON: Also, I’d like to say we have, you know, it’s a liability issue. We hunt on our property. It backs right up to that hundred acres, we trail ride our horses, have horses in pastures. What happens if those women -- what happens if they get out or you know, they’re wanting to do whatever. I mean, that’s a liability issue. And it decreases the property value having a business that close. Thank you.

JOHANNA STRATHERN: I’m Johanna Strathern, I live at 2208 East North Avenue and I am for the women’s home. I -- there seems to be some confusion about what this home is. It is a home. There are residents just as these people and the neighborhood. It’s not a business. The women are not prisoners. They’re not going to get out and cause trouble. They are living in a safe place, just as you are. And I think that you should give them the opportunity. Thank you.

TOMMY DUNN: Thank you.

DENNIS KINDS: My name is Dennis Kinds, I
live at 1527 Massey Road. I’ve got 10 or 12 acres
right down below this place. Forty something acres
that borders the back side of it. We’ve got two lots
on 88 (inaudible all of a sudden).
TOMMY DUNN: Y’all have already had
y’alls turn. We can’t go with everybody, you know,
speaking two or three times. But I think we heard
y’all loud and clear. Anyone else wanting to speak to
this? New. Yes, ma’am.

????: (No audio.)
TOMMY DUNN: Thank you. Anyone else?
Anyone? Before we close the public hearing?
GRACIE FLOYD: Mr. Chairman, before you
close it, the lady whom we could not hear when she
first started, I would like for her to -- maybe to
come back.
TOMMY DUNN: Okay. Let her come back on
up here. Let Ms. Floyd hear what she’s got to say.
She didn’t hear.
GRACIE FLOYD: I think there’s something
wrong with that mic, Mr. Burns.
TOM ALLEN: You have to get real close.
AMBER MCGRAW: My name is Amber McGraw and
I reside at 103 ??? Way which is the first house on
the left as you come into the neighborhood, which is
roughly about fifty to a hundred yards to the
driveway. As I mentioned earlier, I grew up in the
area. I’ve been here for roughly twenty years. I
bought my first home a year out of college in Massey
Estates. You talk about living your dream and like I
said, I’ve grown up in this area. I love this area.
The point I made earlier was that we are not
against the cause. And I think it’s important to say
that just because we’re against it moving in the
neighborhood isn’t to say that we’re for abortion. Or
against them in the whole. It’s just against them
coming into our neighborhood which is primarily a
neighborhood of kids. I mean, just last night I hung
out with my neighbor Derrick and my brother-in-law
helped to build his trampoline. And I just think it’s
important to point out that, you know, although it is
only the three acres, look at what’s happened to
Anderson. I mean, my goodness, look at what’s
happening to Greenville. And Powdersville. When I
moved here twenty years ago it was just a CVS and a
Waffle House and now it’s booming.
So in conclusion, we are not against your dream or
your mission. We’re not for abortion or for
abandoning women that are in a crisis pregnancy. We
are in fact against just moving that type of dream to
our neighborhood where we have made our financial and emotional dreams come true by buying a home. So that is all I have to say. But I am against them coming to our neighborhood. Thank you.

TOMMY DUNN: Anyone else who hasn’t spoken? Anyone at all? Hearing and seeing none, public hearing will be closed. Council.

GRACIE FLOYD: Yes, I have several, a lot of questions. First of all, the thing that was supposed to have happened, and I don’t understand why it did, you folks were supposed to have had a hearing with the people chosen for the -- some kind of committee -- you were supposed to have gone. But I saw where they couldn’t get enough people to come and sit while you talked to them. So you couldn’t do that.

So here you are now, you come to Council, and we’re glad to see you. Anytime we can get anybody to come here, we’re glad to see you. But the thing is, I know very little about this. It was just like I came to the meeting tonight and here we all are, but we don’t know what’s going on. There are two sides. And we don’t know just what’s going on.

But my heart is breaking because this is the kind of thing that will break up a fine community where you have difference of opinions and that’s fine. And you’ve had a chance to say how you felt. Did you all realize that you had no time limits to the speaking? Y’all didn’t know that? Well, anyway, you could have talked as long as you wanted because there was no time limits to this so that you could get out your feelings. You could express exactly how you feel about this.

But now I have questions like, there was a man who spoke who said that he was told that they would not rezone the property for him. I would like to have talked to him some more. I want to know about the hospital closest was -- was it Mary Francis hospital closest to them? Is that right? What is it? Mary Francis? Oh, St. Francis. Okay. I would like to know about that, was there property closer that could have been used for this thing? Also, I would have liked to have found out from the lady -- I think that she and the man from Charleston. There was a man from Charleston, and a pretty young lady that stood and said that she was the one that had all the dreams, you know, about this thing. I would like to have talked to her some more. It’s just not enough information.

What I’d like to see happen is that we start from the top again. Everybody go back to that board and do
the meeting like it was supposed -- there was some reason why they could not get a quorum. Did I say that right? There was some reason you couldn’t get a quorum that night and I wonder why. That was how the whole thing was set up. You go, you talk to these people, recommended by your Council member and your community who know all the details and then after you talk to them both sides, then it comes to Council. And we listen to it from a perspective of people from that area. But I would like to see it start all over there. If I had to figure this out on a winner or loser, I couldn’t do it. It’s just not enough information.

TOMMY DUNN: Mr. Allen. Was you wanting to talk?

TOM ALLEN: Yeah. I have about half a dozen short questions. Can you hear me okay? All right.

Just so I’m clear, this total area is a hundred acres. Correct? But you’re only going to rezone 3.86? Okay. There’s already a house on the property. Correct? Someone’s been living there, have they? Okay. All right. How many pregnant women can this house hold? Eight, max. Okay. Is there a Mr. Kozack or Mr. Ables here? They are large property owners on the back side I noticed on the map here. I didn’t -- unless I missed the name, I didn’t hear them speak. I don’t know what their feeling is on it. That was my only question. But if they’re not here, we’ll let that go. How long will the women stay?

TOM ALLEN: And then, at that time, do they have to get out, or have you found jobs for them or something at that point?

?????: (No audio)

TOM ALLEN: Okay. Are there any other properties that you’re looking at or that you might have in mind? This was the only one that you have. Okay. And one last question, just for my benefit. Those of you who are against it, would you just raise your hand. Those against. Now, those who are for raise your hands. Okay. All right. Thank you very much.

TOMMY DUNN: Now wait. Listen. We can’t have this back and forth. This ain’t a public --- for that right there. Mr. Allen, Council member’s had a right to ask a few question, what you call it. You got your questions answered, Mr. Allen?

TOM ALLEN: Yes, thank you.

TOMMY DUNN: Ms. Wilson.
CINDY WILSON: May I? I never expected to walk into this tonight. I read over the proposal and it sounded nice. But it only indicated about three plus acres. And the thing that’s most disturbing to me that while these lovely people who have invested so much time and effort into this mission and cause want so desperately for it to succeed, they live nowhere near it. Most of you live anywhere from thirty minutes to an hour further away. And we have all of these people who live right there who feel that they’ll be negatively impacted. I have real concerns when it’s juxtaposed in that manner.

I know there’s a need for this sort of thing. We have the Anderson Crisis Pregnancy Center here that does quite well and performs a great mission to help those people in need. I contribute. I know a lot of others do, too. But I’ve very concerned when the people who are for this rezoning don’t live anywhere near it and those who are concerned and most oppose it, live right there. That’s something that should definitely be considered. Thank you.

TOMMY DUNN: Mr. Wooten, you have anything?

CRAIG WOOTEN: Dr. Parkey, from the staff’s recommendation, I guess you had said staff recommended yes and also the Planning Commission recommended yes. Do you have notes of the -- of why you said yes, or why the Planning Commission said yes on those?

JEFF PARKEY: One moment, Mr. Wooten, and I’ll see if I have. I don’t have the minutes from the Planning Commission meeting, but ... The residential character, we felt the home was compatible with the residential character indicated in the future land use map. And then, in addition to that, there will be a variance that’s required if the rezoning is approved because the group care home is an exception, would be allowed with exception. So the applicant would have to go to the Board of Zoning Appeals if this rezoning is approved.

CRAIG WOOTEN: So that I understand the process. If it were approved in one, there would still be a second step for a variance to happen for the home to reach its ultimate goal?

JEFF PARKEY: Correct. The group care home is allowed in a special exception in RM-1.

TOMMY DUNN: We got to pass it. If it passes tonight it’ll have two more readings. It’s three readings to make this ---

CRAIG WOOTEN: Okay. And from staff’s
interpretation, what -- do you sort of read aloud and
define what M-1 states is allowed.
GRACIE FLOYD: Mr. Wooten, I don’t
understand your question. What was it?
CRAIG WOOTEN: I’d asked -- the staff had
recommended yes on this project and the Planning
Commission had recommended yes on this project. And I
was curious as to what their notes were and their
rational for why they recommended yes.
GRACIE FLOYD: Okay. But it was the
advisory group that did not even meet on it.
CRAIG WOOTEN: Yes. The second group
didn’t make a quorum of the citizens.
GRACIE FLOYD: Yes. So okay. That’s the
part that gets me, that we skipped a process in this
thing. When the district -- when the advisory group
did not meet on July the 5th due to a lack of quorum,
and when this type of information comes down to us
like that, it is my feelings that we should have to
look at all of the entities that were involved in this
type thing before it comes to us where it’s going to
take a decision one way or the other. And that
decision is going to fall on us. But if we don’t have
all the information that we need, how can we be
expected to vote yes or no. How can we even be
expected to take it to a second -- we have to have
three readings. How can we even take it to three
readings? In the past what we have done is we’ve
said, okay, we’ll just take it to three readings
because we have three readings to, you know, to -- but
I just think that we need to start from the beginning.
Let’s get this thing right. Let’s take it back.
Let’s go back and turn over every piece of rock that
we need to.
TOMMY DUNN: Dr. Parkey.
GRACIE FLOYD: I’m not through.
TOMMY DUNN: He had the floor, Ms.
Floyd. Mr. Wooten had the floor.
GRACIE FLOYD: Mr. Wooten, will you yield
three minutes to me, please?
CRAIG WOOTEN: Yes, ma’am. Three minutes.
GRACIE FLOYD: Thank you. The whole thing
is that these people come to us for real decisions.
They’re the ones who are living out there. They’re
the ones who are saying it’s okay with me. They’re
the ones who are saying, no, it’s not. So how are we
going to get in there and split it up without having
all of the information? Mr. Wooten, thank you for
your three minutes.
CRAIG WOOTEN: Yes, ma’am. And there was
a lead-up to my question. The M-1 has to happen and
then a variance has to happen, I guess. If this home
were to leave this property five years from now, what
would allow to go there based on that M-1 and that
variance. Because there is a concern there, whether
or not you’re for or against the home, there is a
future concern of what M-1 with a variance would allow
at a later date and that was, from staff’s
interpretation, I wanted to understand what that
meant.

JEFF PARKEY: So, permitted uses in the
RM-1 district, Mr. Wooten, recreational area, single
family detached dwelling, single family detached
dwelling manufactured multi-section home, single
family attached dwelling not more than two dwelling
units, single family attached dwelling three or more
dwelling units subject to provisions of section 6-12,
two family duplex, home occupations are allowed,
residential continuing care, retirement center, and
also then uses permitted by special exception, child
care, church, communication tower, family care home,
fire station, golf course, group care home, group
office development, nursing continuing care,
retirement center, police station, private recreation
area, public park, recycling drop box, school,
transportation and utility easements, apothecary,
barber shop, beauty shop, cafeteria, floral shop,
newsstand, optician. That’s about it. Sandwich shop.
That last group is by special exception including the
group care.

CRAIG WOOTEN: Would the special exception
carry with the property? I know the zoning would
carry with the property. Would the special exception
carry with the property?

JEFF PARKEY: I believe yes.

CRAIG WOOTEN: Okay.

JEFF PARKEY: I could clarify that, but

... TOMMY DUNN: Listen. You got anything
else?

CRAIG WOOTEN: No, I’m good.

TOMMY DUNN: My belief, and I hate it,
the one that I wish was here to speak to this is
Councilman that represents this area. Unfortunately
he’s sick tonight and couldn’t make it. But we have
went through the process. You know, it’s not fair for
the ones asking. The process is set up for a reason.
It’s not fair for the people that’s asking for a
variance or the people that wants it not to change
when somebody can’t get together for a meeting and
drag the thing out. That’s the reason the process, it says in the ordinance, it goes to the next level, Planning Commission which has public hearing, input and that. And then it comes -- ultimately it’s going to be the County Council anyway.

My only thing is this is very worthwhile thing, but you’ve heard tonight -- I’ve been through these things, used to be on the Planning Commission. When people get things about their property, they start, you know, heard a lot of accusations tonight that just don’t, you know, make sense. But the bottom line, facts are, two things. When you look at a piece of property, you need to make sure about if it is zoned or not. Because people are very, very particular about zoning areas in Anderson County. I know that firsthand about changing zoning.

Second thing is is like the point Mr. Wooten was trying to get it’s okay this thing we pass this great endeavor and move on. Something happens in a few years and then you heard all these other things this could turn into. And we got no control over that. Don’t come back. It is a thing, but I just think people have got rights, too, about zoning. People are very passionate about zoning and go through their things in this process to get this property zoned for a certain thing and not to be. And so, my recommendation is I make a motion to deny on zoning. Second Ms. Wilson. Now discussion. Mr. Allen, you got something?

GRACIE FLOYD: I have something while he’s waiting. Mr. Chair, I don’t -- I don’t think that’s the best thing in the best interest of the whole thing. We were given this thing here tonight. We got the information on Friday, we looked through it and then we came today and all the people were here and each one of them brought up how they really felt about this. And now you’re saying that we go with the ones who want it or don’t want it.

TOMMY DUNN: I said deny.

GRACIE FLOYD: Deny.

TOMMY DUNN: That’s right.

GRACIE FLOYD: Okay. But that means that they don’t get it either. The ones who -- I just think -- do you have all the information that’s really needed to come up ---

TOMMY DUNN: I do.

GRACIE FLOYD: Well, I don’t.

TOMMY DUNN: I respect that.

GRACIE FLOYD: And that makes it harder for me. I’m asking for more time. I’m asking for
let’s go back and give these people another opportunity to both of them be heard by all of the process that we’ve done. But just to sit here and say well, I deny it. What do we deny? *(Break in tape).*
The fact that we don’t want it or the fact we want them to have it. Whatever. But I just don’t think -- sir, you can’t speak now. Okay. But I’m sorry to have to say that, but that’s the way it goes here. But I just don’t think that we can do it like that. I think we need more time.

TOMMY DUNN: Mr. Allen.

TOM ALLEN: Yeah, there are two things that to me weigh heavily on this. One, I don’t see where this home would be a really big problem. There’s already a house there with seven children in it. Okay. If it turns over to this group, there might be eight people there. Terms were used like if they get out. I mean, it sounds like a cage or something. I don’t think pregnant women are going to run around the neighborhood and create a whole lot of trouble.

On the other hand, something that weighs very heavily on this, is we are called representatives of the people. We’re County Council representatives. And a lot of the people out here that as Ms. Wilson brought up, rightly so, that live right adjacent to the property don’t want it. And we have to represent these people. Like I said, I don’t see any big problem of three acres out of a hundred and the type of home you want to put on it. I think it’s a worthy endeavor. But the people adjacent to it don’t seem to want it. Some of the arguments are just simply NIMBY -- not in my back yard. Period. The end. That’s was the only reason. But yet, they don’t want it and we do have to represent the people of Anderson County.

So I’m in a quandary on that one. But that’s all I had to say. Thank you.

CRAIG WOOTEN: Is this in Councilman’s district?

TOMMY DUNN: Yes.

CRAIG WOOTEN: Since Councilman Waters is an elected representative of the people who live in this district, could we table it until he’s in attendance?

TOMMY DUNN: If y’all think it’s going to make a difference. Are we putting something off or just kicking the can down the road?

CRAIG WOOTEN: I mean I know it can be seen as kicking the can down the road, but that is
their representative. I mean I represent District 1, we’re in the city of Anderson. I mean, I’d welcome the home. I think it’s a great thing, but he’s ultimately the one that’s elected by the folks that live out there. I’d be curious as to what he has to say about it. But I mean we can either vote to table or we can vote straight up.

TOMMY DUNN: We got a motion on the floor right now. We’ll take care of that and if that don’t go, we’ll go to table it. All in favor of the motion to deny show of hands. All opposed.

GRACIE FLOYD: Oh, excuse me. Three.

TOMMY DUNN: Show the motion fails to deny with Ms. Wilson and Mr. Dunn in favor. Mr. Allen, Ms. Floyd, and Mr. Wooten opposed. You got a motion?

CRAG WOOTEN: Could we make a motion to table it until Councilman Waters is present?

GRACIE FLOYD: I second it.

TOMMY DUNN: Motion Mr. Wooten and second by Ms. Floyd. All in favor of the motion show hands. Show the motion carries unanimously.

TOM ALLEN: Mr. Chair.

TOMMY DUNN: Yes, sir.

TOM ALLEN: I’d like to just say I want to apologize to all of you that showed up tonight and then to end up this way to say we have to put it off for another two weeks. But I really think it is only fair to have the Councilman here from the district that represents you. And also since the other board, the Advisory Group, didn’t get to meet, you know, there are some loose ends to this thing. So I think it is in our best interest to go ahead and wait until he gets here and see what he wants to do. Thank you.

GRACIE FLOYD: Mr. Chairman.

TOMMY DUNN: Y’all want to take a ---

GRACIE FLOYD: I was talking.

TOMMY DUNN: That’s not over with, Ms. Floyd. You want to -- what you got to say?

GRACIE FLOYD: I wanted to say something.

TOMMY DUNN: Well, go ahead.

GRACIE FLOYD: Thank you. Folks, this time, try to make sure, find out why these people cannot come to the quorum so you can get your business work done. And I invite you to come back to the Council meeting. I know you live a distance away, but I invite you to come back to the Council meetings so you can see how things really work here. And I sure do thank you for coming.

TOMMY DUNN: Moving on now to Item
number 7(b) 2018-027 an ordinance authorizing the execution of a lease purchase agreement in an amount not exceeding $5,400,000 relating to the leasing and purchasing of certain vehicles.

GRACIE FLOYD: Mr. Chairman.
TOMMY DUNN: Yeah, yeah, Ms. Floyd, I got it.

GRACIE FLOYD: Mr. Chairman, I call for a recess until the people have ---
TOMMY DUNN: We’re going to take about a two minute thing. These people get out of the thing we’re going to start meeting back. We’ve got a full agenda tonight.
GRACIE FLOYD: You said what, now?
TOMMY DUNN: We’re going to take -- soon as these people get out we’re going to start back. We’re going to sit right here until these people get out.
GRACIE FLOYD: I’m not going to sit. I’m going to get up.
TOMMY DUNN: You go ahead and do what you need to do.
GRACIE FLOYD: Thank you.
TOM ALLEN: Tommy, on that table thing, do we need to have a time frame on that?
TOMMY DUNN: Y’all said two weeks. You said next meeting.
TOM ALLEN: Yeah.
TOMMY DUNN: So that’s next meeting.
TOM ALLEN: Next meeting.
TOMMY DUNN: That’s right. And if Mr. Waters ain’t here, then ---
TOM ALLEN: Then we got to do something.
TOMMY DUNN: I think that’s the reason he wasn’t here tonight.
TOM ALLEN: Think you might be right.
TOMMY DUNN: Rusty, will you help the deputy get them out? Get them out. Let’s get this meeting going.

Okay, Ms. Davis.
RITA DAVIS: Yes, sir. Thank you, Mr. Chairman.
TOMMY DUNN: 7(b) 2018-027 an ordinance authorizing the execution of a lease purchase agreement in an amount not exceeding $5,400,000 relating to the leasing and purchasing of certain vehicles, equipment and personal property, the execution of necessary documents and closing papers.

This was in our budget. This is just putting this
forward. We have a motion to move this forward?
CINDY WILSON: So moved.
TOMMY DUNN: Motion Ms. Wilson. We have a second?
TOM ALLEN: Second.
TOMMY DUNN: Second Mr. Allen. Any discussion?
CINDY WILSON: May I ask a question?
TOMMY DUNN: Yes, ma’am.
CINDY WILSON: Are we anticipating about a hundred thousand to issue the bond?
RITA DAVIS: It’s actually going to be closer to fifty to sixty thousand. They just put a not to exceed amount.
CINDY WILSON: Okay. Thank you.
RITA DAVIS: Yes, ma’am.
TOMMY DUNN: All in favor of the motion show of hands. All opposed like sign. Abstentions. Show the motion carries.
Moving on to number 7(c) 2018-028 an ordinance authorizing the addition of Bailtuck, LLC as a sponsor affiliate to that certain fee agreement, dated as of December 1, 2012, between Anderson County, South Carolina and Sargent Metal Fabricators. I think this is just paperwork thing. We have a motion to move this forward? Motion Ms. Wilson. We have a second?
TOM ALLEN: Second.
TOMMY DUNN: Second Mr. Allen. Any discussion?
GRACIE FLOYD: Yes, what’s the paperwork thing?
TOMMY DUNN: Mr. Harmon, you want to clear this up for her?
GRACIE FLOYD: Mr. Harmon, I noticed that this is Sargent Metal Fabrications. I think we had something else done in this particular year, 2018. Did we not see Sargent Metals -- weren’t they asking for something again this year?
RUSTY BURNS: No, ma’am. Not this year. We have done it in the recent past. I don’t have the exact date. But basically what this is, Mr. Tim Haiden is running this. He is purchasing the business from his father and so this is just allowing that to proceed. It does not change the terms of the agreement in any way.
GRACIE FLOYD: Okay. But Mr. Burns, you said this was in the recent -- what did you say?
RUSTY BURNS: In the recent past. I do not believe it was this year. I want to think it was three or four years ago.
1  GRACIE FLOYD: Oh, no, no, no, no. Uh-uh
2  (negative). Because this came up either the end of
3  last year we were talking about Sargent Metals before
4  -- it was at the end of last fiscal year, maybe before
5  Christmas or something.
6  RUSTY BURNS: At that time I believe we
7  were talking about Lollis Metals, but I could be
8  corrected.
9  GRACIE FLOYD: About what?
10  RUSTY BURNS: Lollis Metals. But I could
11  be corrected.
12  GRACIE FLOYD: Well, okay. Well, I could
13  be corrected as well. I’m not sure. But I know it
14  was a metal fabrication I thought was the same one.
15  So this time they’re just changing the ownership of
16  it? Or move it over to -- okay, good. Good. Good.
17  TOMMY DUNN: All in favor of the motion
18  show of hands. All opposed like sign. Show the
19  motion carries unanimously.
20  Moving on to Item number (e) 2018-034 an ordinance
21  authorizing the extension of the term under that
22  certain lease agreement by and between Anderson
23  County, South Carolina and BMW Manufacturing Co., LLC
24  dated as of September 1, 1998; ---
25  TOM ALLEN: Tommy?
26  GRACIE FLOYD: You skipped something.
27  TOMMY DUNN: Oh, I’m sorry. I had an X
28  by (d). Go back to (d) 2018-032 an ordinance to
29  return real property located on Pearman Dairy Road
30  (TMS No 095-00-09-012) to Atlanta Baking Company Inc.
31  which was deeded to Anderson County by Atlanta Baking
32  Company, Inc on September 21, 1981 to facilitate an
33  industrial development Revenue Bond Project. My
34  understanding, correct me if I’m wrong, Mr. Harmon,
35  what this is is our name -- Anderson County’s name
36  needs to come off the title. That’s what this is
37  trying to clear up and get it back like it’s supposed
38  to be.
39  LEON HARMON: Yes. That’s correct, Mr.
40  Chairman. The property is in the name of the County
41  because of a 1981 project. And back at that time for
42  economic development those projects had to be in the
43  name of the county to facilitate an industrial
44  development revenue bond issue. This matter will
45  simply clear up our real property records and put the
46  title back in Atlanta Bread Company’s name.
47  TOMMY DUNN: Thank you. We have a
48  motion move this?
49  CINDY WILSON: So move.
50  TOMMY DUNN: Thank you, Ms. Wilson.
Have a second?

TOM ALLEN: Second.
TOMMY DUNN: Second Mr. Allen. Further discussion?

GRACIE FLOYD: Yes. Mr. Harmon, this thing here now, it was the company -- the property was owned by Atlanta Baking Company and they deed it to us.
LEON HARMON: Yes, ma'am.
GRACIE FLOYD: So we're getting ready to deed it back to them.
LEON HARMON: That's correct.
GRACIE FLOYD: Why?
LEON HARMON: Well, it had to be in the county's name to facilitate an industrial development revenue bond project back in 1981. The county had to hold title under the state law at that time. This was prior to the FILO act and the way we do economic development projects now. They have been paying taxes all along on this property and this will just get it back in the company's name and clear up our real property records in the process.
GRACIE FLOYD: Okay. Now, when they take their property back, are they going to use it for a purpose or just what's the purpose of them taking it back other than for the tax purposes?
RUSTY BURNS: They operate a bakery there. You probably know it better as the Old Kroger Bakery.
GRACIE FLOYD: Oh, yeah. Somebody should have said -- and they say it's on Pearman Dairy Road.
LEON HARMON: It's practically across the street from where the TTI property is out there and that's -- that property is on Pearman Dairy Road.
GRACIE FLOYD: Okay. All right.
TOMMY DUNN: Any more discussion?
GRACIE FLOYD: Mr. Harmon, thank you so much.
TOMMY DUNN: All in favor of the motion show of hands.

Moving on to Item 7(e) 2018-034 an ordinance authorizing the extension of the terms under which certain lease agreement by and between Anderson County, South Carolina and BMW Manufacturing Co., LLC dated as of September 1, 1998; the amendment of such lease agreement to reflect such extension. We have a motion to move this forward?
CINDY WILSON: So moved.
TOMMY DUNN: Motion Ms. Wilson. Have a
second? Mr. Allen. Any discussion?

GRACIE FLOYD: Yes. I need that explained to me as well. Mr. Harmon, I need your help.

LEON HARMON: Yes, ma’am.

GRACIE FLOYD: It’s not that I don’t understand what’s going on, but I don’t because all they sent me was stuff to read. I can’t ask questions and I don’t know about the meetings that they’re having when they discussed this. So we’re going to have to discuss it now for me. And for those who are in our audience or on TV who’s interested in knowing what’s going on in Anderson. Would you please explain that?

LEON HARMON: Yes, Ms. Floyd. The original fee in lieu agreement in this matter was based upon the lease of equipment by BMW to a number of Anderson County businesses who made parts for the BMW plant over in Spartanburg County. What this ordinance does is allow an extension of that lease agreement for an additional ten years because of a change in the state law that allows this to extend further into the future.

TOMMY DUNN: Yes, ma’am, Ms. Wilson.

CINDY WILSON: So the millage rate is still locked in at current level that will just continue. Is that right?

LEON HARMON: Yes, ma’am. I believe that is correct. Nothing is changing in the fee agreement itself.

CINDY WILSON: Thank you.

TOMMY DUNN: All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously. I would now make a motion we go into Executive Session for economic development projects. I put that in the form of motion.

CINDY WILSON: Second.


(EXECUTIVE SESSION)

CINDY WILSON: ... out of Executive Session, having received information on economic development projects.

TOMMY DUNN: Motion Ms. Wilson. We have a second?

TOM ALLEN: Second.

TOMMY DUNN: Second Mr. Allen. All in favor of the motion show of hands. All opposed like sign. Show the motion. Do we have a motion?

CRAIG WOOTEN: Yes, I’d like to make a
motion to authorize the county Administrator to enter
into a memorandum of understanding to facilitate
construction of a road needed for the development of
the TTI Corporate Campus and Innovation Center.

TOMMY DUNN: Have a motion Mr. Wooten.
Have a second?

CINDY WILSON: Second.

TOMMY DUNN: Second Ms. Wilson. Any
discussion? All in favor of the motion show of hands.

Motion carries.

Moving on now to Item number 9(a). Yes, ma’am.

GRACIE FLOYD: Excuse me.

TOMMY DUNN: Yes, ma’am.

GRACIE FLOYD: I voted -- I’m not voting
against it; I’m not voting for it.

TOMMY DUNN: Show the record shows Ms.
Floyd abstains.

GRACIE FLOYD: Yeah, that’s the word.

TOMMY DUNN: Moving on to number 9(a).

Bid approvals. 9(a) 18-053 Request Qualification to
provide Construction and Engineering Inspection
Services. Who’s got this? Mr. Burns.

RUSTY BURNS: What this is, Mr. Chairman,
is approval to hire Davis & Floyd to inspect the work
that is going to be done on the TTI road.

TOMMY DUNN: We have a motion to move
this?

CINDY WILSON: So moved.

TOMMY DUNN: Motion Ms. Wilson. We have
a second?

TOM ALLEN: Second.

TOMMY DUNN: Second Mr. Allen. Any
discussion? All in favor of the motion show of hands.

All opposed. Abstentions. Show the motion carries.

Moving on to Item number 9(b) Project NASA Road
Construction.

ROBERT CARROLL: Staff recommends Morgan
Corporation for five million five hundred forty-five
thousand two hundred seventy-eight dollars and fifty
cents. This is for the construction of the road for
TTI.

TOMMY DUNN: We have a motion?

CINDY WILSON: So moved.

TOMMY DUNN: Ms. Wilson. Second?

TOM ALLEN: Second.

TOMMY DUNN: Mr. Allen. Any discussion?

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

Moving on to Item(c) 19-001 Installation of Sewer
Line for Arthrex Project.
ROBERT CARROLL: Yes, sir. Staff recommends recommendation to Dillard Excavating, four hundred thirty-eight thousand six hundred and fifteen dollars, for this project.

TOMMY DUNN: We have a motion?

CINDY WILSON: So moved.

TOMMY DUNN: Motion Ms. Wilson. We have a second?

TOM ALLEN: Second.

TOMMY DUNN: Mr. Allen. Any discussion?

CINDY WILSON: May I quickly point out that this is really interesting. There was, gosh, more than a two hundred thousand dollar spread there. So our bidding procedures are really working well now. I’m very glad to see that. Thank you.

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: I want to get the name clear, Mr. Harmon, on the name of this thing. Is it Arthrex Project?

LEON HARMON: Arthrex. Yes, ma’am.

GRACIE FLOYD: Arthrex. Then that’s the name of the project, right?

LEON HARMON: Yes, ma’am.

GRACIE FLOYD: All right. Okay. It’s so close to another word, that -- all right. Thank you.

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

Moving on to Item number 10. This is just to follow up what we vote on Ms. Wilson -- I mean Ms. Davis for resolution to express the intention of the County Council of Anderson County to cause Anderson County, South Carolina to be reimbursed with the proceeds of tax-exempt obligations in connection with a lease purchase transaction. We have a motion to move this forward?

CINDY WILSON: So moved.

TOMMY DUNN: Motion Ms. Wilson. We have a second?

TOM ALLEN: Second.

TOMMY DUNN: Second Mr. Allen. Any discussion?

GRACIE FLOYD: Yes, please. Mr. Harmon, would you please explain what this resolution is all about? A tax exempt obligations in connection with a lease of purchase transaction. What is it all about?

LEON HARMON: It’s the lease purchase arrangement that we -- I believe we talked about earlier in the meeting, Item 7(b). It will allow us to recover any monies that we expend in getting the
31
bond put in place.

GRACIE FLOYD: Okay. Got it. Thank you.

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

Moving on to Item 10(b) 2018-038 a resolution to
express the intention of the Anderson County Council
of Anderson County, to cause Anderson County, South
Carolina to be reimbursed with the proceeds of tax-
exempt obligations in connection with a Solid Waste
Revenue Bond transaction. We have a motion to move
this forward?

CINDY WILSON: So moved. And may I point
out, Mr. Chairman, that the Planning and Public Works
Committee and then the Finance Committee approved
these to come to Council. And recommended. And may I
give a quick ---

TOMMY DUNN: Yes, ma’am.

CINDY WILSON: Just a very quick update.
The 2008 Special Source Revenue Bond is coming off and
Solid Waste. We’ve had the need to expand at the
Starr C&D Landfill and it’s going to cost
approximately two point four million. There was a
great deal of discussion and some numbers given. Part
of the discussion was, what if we look at obtaining a
mulcher now, a chipper and mulcher, and stock pile
that instead of having to bury it. And apparently the
quality of the machinery is greatly improved and Mr.
Smith is investigating that.

So we recommended that the bond be set to include
that expense instead of sending out two bond
issuances. Short term the mulcher is expensive, but
long term it should be very helpful in reducing the --
what’s buried in the landfill and probably provide
some mulch for citizens as well as the county for
mulching properties.

The C&D Landfill would -- this would cover a seven
-acre extension and would be far less expensive in the
long run to have that in the county’s possession. And
apparently there’s been some preliminary conversation
with DHEC and engineers to give us these numbers. So
this came -- comes to our Council with the
recommendation from the Planning and Public Works
committee to approve this bond.

TOMMY DUNN: We have a motion by Ms.
Wilson. Have a second?

TOM ALLEN: Second.

TOMMY DUNN: Second Mr. Allen. Any
discussion?

GRACIE FLOYD: Yes.
TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: Now, here’s what I’ve been hearing. First of all, what is this bond supposed to do? What is it supposed to be for? Using a preposition at the end of the sentence.

LEON HARMON: It would be for some improvements to the Starr Landfill site. And also, allow the purchase of some equipment that Ms. Wilson mentioned in her report.

GRACIE FLOYD: Okay, but Mr. Harmon, about the equipment, I heard that it was going to be a machine that would tear up the wood and stuff to use it for mulch. But I heard that that thing was going to cost about five million dollars.

RUSTY BURNS: Currently Mr. Greg Smith is getting prices. I don’t believe Mr. Smith has received a price of five million dollars.

GRACIE FLOYD: Well, I hope not. But that was just rumors going around five million.

RUSTY BURNS: Five million dollar chipper is a rumor going around, but I do believe that as he does his research he’s finding out they may be a bit more expensive.

GRACIE FLOYD: They what now?

RUSTY BURNS: They may be a bit more expensive, but he’s ---

GRACIE FLOYD: But not five million dollars expensive?

RUSTY BURNS: No.

GRACIE FLOYD: Okay. Well, you saying no. How do you know?

TOM ALLEN: I know all of it.

GRACIE FLOYD: I know what I hear. Okay. But anyway, this is what I’m hearing. That it was going to cost five million dollars and it was nothing but equipment that would turn trees and stuff to mulch, and they said that the mulch would be free for the people of Anderson County, won’t be buried at the landfill. Is that true?

RUSTY BURNS: You heard that correctly.

Greenville County has a free mulch for some of their citizens on specified days. They can come there and they can pick it up after the mulch is dried out and has been treated. Yes, ma’am.

GRACIE FLOYD: That part is true. But not five million. Okay. Thank you.

RUSTY BURNS: Welcome.

TOMMY DUNN: All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.
Moving on to Item number 10(c) 2018-043 a resolution authorizing, under certain conditions, the execution and delivery by Anderson County, South Carolina of an infrastructure Credit Agreement with a company known to the County as Project Accommodation with respect to a commercial project in the County whereby the project would be subject to payment of certain Fee in Lieu of Taxes and whereby Project Accommodation will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure. This is what we just went into Executive Session, one of the things we talked about. We have a motion to move this forward?

TOM ALLEN: So moved.

TOMMY DUNN: Motion Mr. Allen. Second Ms. Wilson. Any discussion.

CINDY WILSON: May I quickly point out. In years past I was very vehemently opposed to using this structure for commercial projects. But most of my reluctance dealt with the capabilities of the people who proposed those projects and it seems like it was greatly pie in the sky. So this is probably the first time I have voted for something that looked stronger in the commercial realm. Thank you.

TOMMY DUNN: Have a motion to move this forward? Show of hands. Motion carries unanimously.


CINDY WILSON: Thank you, Mr. Chairman. You have just heard the C&D Landfill proposal and the bond that accompanied that. We had a discussion on the sewer study and effective July 1st of this year, the city of Anderson increased the cost incrementally for five years for sewer treatment. You’ll remember that I was very concerned about those open-ended forever agreements with the city of Anderson and its coming back to haunt us. Because the city’s increasing the cost because of an EPA consent order, which obviously is the city’s problem. They had some violations. But we get to pay more then our fair share of that. You should have before you or in your cubby this past few weeks, the price will go from two thirty-seven per thousand gallons to three thirty-one per thousand gallons. So it will increase the cost for our sewer enterprise fund. And like solid waste they’re enterprise and they’re intended to be run more business-like and supporting the cost. And in this case, these costs will be transferred to the actual users. And we’ll have to pass it along as it comes to
the county. So that was basically the long and the short of it. For your information.

GRACIE FLOYD: Mr. Burns, I have a question for you. Do we still have a copy somewhere of the sewer, not a study but an actual contract.

RUSTY BURNS: We do.

GRACIE FLOYD: That was signed years before any of us got here?

RUSTY BURNS: We have the latest sewer contract and it goes back some years. Yes, ma’am. We have a copy of that.

GRACIE FLOYD: Okay. I would like to see that, because -- now I’m on a different subject, but it’s still the storm -- I mean it’s still the sewer study. Out of that sewer money -- or out of the sewer study they’re going to probably talk about putting more money in the sewer project.

RUSTY BURNS: I don’t believe that this -- I think that the cost of treatment that the city is facing is causing this, because as you know, the city is under a consent order. They have been ordered, as other cities have, to perform certain work or face penalties. And I think these funds are going to be addressing that list that the city must attack.

GRACIE FLOYD: Okay. All right. Now we’ve heard about the list and we know all about the history of the sewer thing. But there’s something in that sewer thing that bothers me. Storm water comes out of sewer, doesn’t it?

RUSTY BURNS: That has nothing to do with it.

GRACIE FLOYD: That’s what I know. It does not.

RUSTY BURNS: No, ma’am.

GRACIE FLOYD: Not a thing. This is the city’s thing, what they tried to get us to do and what they say. But ---

RUSTY BURNS: Sewer plants. That’s what this is for.

GRACIE FLOYD: I know, I know. But while we are talking about sewer, also the storm water comes out of the sewer thing, right, that we had.

RUSTY BURNS: Yes, ma’am.

GRACIE FLOYD: Mr. Burns, I think that you and I need to sit down and look at that sewer thing. That sewer referendum held back long before we were even thought of about coming up here.

RUSTY BURNS: Remember it well.

GRACIE FLOYD: Yeah. I remember it, too.

And I’ve been reading a lot about it, too. But I
think that we need to go back before we go up to this
discussion on this sewer study. We need to go back
and look at that, you and I.

RUSTY BURNS: No problem.
GRACIE FLOYD: Okay. Good. Thank you.
TOMMY DUNN: Ms. Wilson, you have
anything else?
CINDY WILSON: That’s all.
TOMMY DUNN: Thank you.

Moving on to Item number 11 -- I’m sorry number
12, Report from the Public Safety Committee meeting
held July 13, 2018. First 12(a) review of MOU for
Dispatch. We all have a copy of and what this is is
having a signed agreement where MedShore’s, Greg
Shore’s -- MedShore will have a dispatch place in our
central dispatch thing. Central dispatch, our EMS
director all feels like this will benefit us and help
us have a smoother transition on our EMS calls. This
does come from the Public Safety Committee. Doesn’t
need a second. Are there any discussion? Hearing
none, all in favor of the motion show of hands. All
opposed like sign. Show the motion carries
unanimously.
GRACIE FLOYD: I oppose, excuse me.
TOMMY DUNN: Show the motion carries Mr.
Allen, Mr. Dunn, Mr. Wooten and Ms. Wilson in favor.
Ms. Floyd opposes.

Moving on number 9 -- or 12, I’m sorry -- 12(b)
Review of the Contractual Agreement for EMS, contract
agreement attached. Want to hit this just lightly,
Mr. Harmon?

LEON HARMON: Yes, this would be an
extension to the current EMS contracts that we have
with providers in the county. The rescue squads and
also the one for MedShore here in the city area.
There is one that will be -- that’s out for an RFP,
and that is the Williamston area. I think those bids
are due in ---

RUSTY BURNS: Thursday.
LEON HARMON: This coming Thursday.
TOMMY DUNN: Again, coming from Public
Safety Committee doesn’t need a second. Any
discussion? All in favor of the motion show of hands.
Show the motion carries unanimously.

Moving on to Item number 13, Report from Finance
Committee meeting held July 13. Ms. Davis, you want
to help out with this? Or Mr. Burns?
RUSTY BURNS: Mr. Chairman, I’ll start
and Mr. Robert Carroll can assist me. We’ve already
discussed landfill expansion. That’s been disposed
Number 2, the Foothills Community Foundation Dog Park Agreement will allow us to place funds, we’ve already collected fifteen thousand dollars for the establishment of a dog park at PAWS and this is just a repository to watch that money and people can make contributions and it will be tax deductible. That’s what that is in a nutshell.

TOMMY DUNN: We need to vote on that?
RUSTY BURNS: Yes, sir.
TOMMY DUNN: Okay. This coming from the Finance Committee doesn’t need a second. Are there any discussion?
GRACIE FLOYD: Are we saying here, Mr. Burns, that the—this is the money that we’re going to use to put a dog park up at the—
RUSTY BURNS: Near PAWS.
GRACIE FLOYD: Well, let’s just call it what it is right now, okay. An animal shelter, the animal—what do we call it? Animal shelter.
RUSTY BURNS: PAWS, or the animal shelter.
GRACIE FLOYD: Yeah, but you see, a lot of people don’t know PAWS. Yeah. So I’m calling it what it is. The animal shelter. That’s what it’s about, right? Putting a dog park, even though we already have one dog park, we’re going to put another dog park.
RUSTY BURNS: We have a very small dog park and we are taking private contributions which the fifteen thousand dollars—
GRACIE FLOYD: Yeah, that’s right.
RUSTY BURNS: We are not using any county money for establishing that dog park. Just make it larger.
GRACIE FLOYD: Yeah, I knew about that. The fact that we weren’t taking any money. Okay. Thank you for that.
TOMMY DUNN: Any body else? All in favor of the motion show of hands. Show the motion carries unanimously.
Mr. Carroll, bids for the fire alarm system for the courthouse.
ROBERT CARROLL: Yes, sir. We put this out for bids and staff recommends award to AllTech for one hundred seventy thousand dollars.
TOMMY DUNN: We have a motion from the Finance Committee. Doesn’t need a second. Are there any discussion? All in favor of the motion show of hands. All opposed like sign. Abstentions. Show the
motion carries.

GRACIE FLOYD: You didn’t ask for questions.

TOMMY DUNN: Asked for discussion.

GRACIE FLOYD: No, I didn’t hear you ask for that.

TOMMY DUNN: Sorry, but we did.

Moving on to Airport Terminal update.

ROBERT CARROLL: This is just an update, sir. You know we had taken bids a good while back. Two point six nine two nine million dollars. And we have now confirmed approval of all funding through the ACOG and the Department of Commerce and other sources. And we’re moving forward with this construction. It has been awarded to Laser Construction and we expect construction to begin in approximately a week or week and a half.

TOMMY DUNN: Moving on to the LEMPG Grant. Ms. Davis.

RITA DAVIS: The Sheriff’s department, David Baker, he submits this annually and we will get seventy-seven thousand four hundred thirty-five dollars back. We’ll get some back, fifty-five thousand four four six for personal. This will be for CERT supplies and the supplies that the office uses and a little bit of travel. The match is salaries that we already pay to the personnel in that department.

TOMMY DUNN: Coming from the Finance Committee, again, doesn’t need a second. Any discussion?

GRACIE FLOYD: Yes. Ms. Davis, what is LEMPG? What does it stand for?

RITA DAVIS: Local Emergency Management Planning Grant.

GRACIE FLOYD: Local Emergency Planning Grant.

RITA DAVIS: Management Planning Grant.

GRACIE FLOYD: Management Planning Grant.

Okay. Thank you.

RITA DAVIS: Yes, ma’am.

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

Got transfers. Anybody got any questions on anything? Coming from the Finance Committee it doesn’t need a second, but if anybody’s got any questions now is the time to bring it up, find out. You had all weekend to look at it. Anybody got anything? All in favor of the motion show of hands. All opposed like sign. Show the motion carries
unanimously.

Now we're going to be moving on to Item number 14, Report from Parks and Recreation AdHoc Committee meeting held July 19th, 2018. Chairman Wooten. Mr. Wooten.

CRAIG WOOTEN: Yes, on a follow up to the Parks and Rec AdHoc meeting and subsequently the Special Called meeting, which would have went in conjunction with each other on topics, basically we went to the ATAX budget and that's just the accommodation tax. We were able to collect money from the hotels when out-of-towners come and stay and then allocate that money to improvements within the county. So we went across the different districts. And you know, there's an item with Dolly Cooper Park. There's you know, we're looking at repaving at the Civic Center. We're looking at making improvements at Broadway Lake. We're taking different items and matching them with grants for Green Pond Landing. And so we had a discussion on how that how different Council people depending on their districts said hey I'd like to see things work this way. And I'd like the timing to work out this way. So it was a good meeting in that regard. And the fact that all districts are receiving money to it. And we had attendance greater than just the committee, so we had a lot of buy-in there. And I really appreciated everybody's attendance.

The hospitality referendum we passed in committee to take to full Council. That was subsequently taken up in the Special Called meeting for Council and basically we voted to take to the ballot a non-binding, which just means informational, a non-binding referendum to ask the people of Anderson County in unincorporated areas, so outside of the city of Anderson, outside of the town of Pendleton, an unincorporated area, you know, could two cents be on going out to eat in an effort to promote tourism, do initiatives with our parks, create quality of life activities that people would enjoy. So that passed in the Special Called meeting, and so that will be on the ballot this fall. And it will basically give us information from the people of Anderson. And we can look at district and areas of town and sort of see how they feel about that topic. And give us the go-ahead or possibly give us not the go-ahead to have that conversation.

The third thing was a parks streamlining recommendations. The Parks Department has divided up the parks by district and so the Council members are
looking at their parks and sort of saying hey how can we make these better? How can we be more efficient in the resources? If we were to get new revenue in the future to do different initiatives we want to make sure that we're being good stewards of the current revenue that we have and that we're doing that correctly. One of the -- couple of things that have come up multiple times is the idea that you know businesses would maybe participate in a park. So maybe a sponsorship opportunity. Also working with community groups to take ownership of their local parks in an effort to, you know, deter crime, keep it clean, have community buy-in. But at the same time have conversations with the community what kinds of things are you looking for in your neighborhoods, in your community that would improve quality of life. So that's an update from the Parks and Recreation AdHoc Committee and then the subsequent Special Called meeting.

TOMMY DUNN: Thank you, Mr. Wooten.

Moving on, now a report from the Public Safety Committee meeting held August the 12th, 2018. Mr. Graham couldn't be here and so Ms. Lacey is out of town, too, tonight, couldn't be here. Very lucky, appreciate Ms. Casey stepping in for her and she's going to do the report for the Public Safety. We appreciate it.

MS. CASEY: I'm sorry you guys are stuck with me. But what you -- Council, you should have the data mining presentation that was presented to the Public Safety Committee as of last week. Basically this is an overview of the data that our Criminal Justice Stakeholders have collected over the past four months. So we presented to the Public Safety Committee last week. We presented to the Criminal Justice Coordinating Council yesterday, which was open to the public and we did have public there to preview the material. So that is included in your packet. And I'm here to answer any questions for that. Have any?

TOMMY DUNN: Anybody got anything for Ms. Casey on that subject?

GRACIE FLOYD: Excuse me. The Criminal Justice Coordinating Council data overview.

MS. CASEY: Yes, ma'am.

GRACIE FLOYD: That's number 8. I don't have that in my -- was it supposed to be there?

MS. CASEY: I can provide you a copy.

GRACIE FLOYD: Okay. Well, I'm going to need one because that's not in my book here. I can
show you, there is the agenda thing that y’all had.
Nothing in here. Well, may I have my own copy, please. Later. Thank you.

MS. CASEY: Yes, for anybody who was not able to attend the meeting that we had yesterday, there are two follow-up sessions where I will re-preview that information on the 16th. The first one from 9 to 10:30. For anybody that’s interested and open to the public. And the second one will be from 2 to 3:30 on that same day in the Administrator’s conference room.

CINDY WILSON: Could you say those times again, please?

MS. CASEY: It is on the 16th which is a Thursday from 9 to 10:30 and then again in the afternoon from 2 to 3:30 and public is welcome.

GRACIE FLOYD: Is this the one that you sent me information that I never received and we talked about it?

MS. CASEY: Yes, ma’am. It is.

GRACIE FLOYD: This is the one.

TOMMY DUNN: Okay, Casey, go ahead.

MS. CASEY: Yes, sir. We also have the Stepping Up Initiative which is a national initiative to reduce the number of individuals in our detention center with mental illness. Currently across the nation there are over four hundred and fifty jurisdictions that have signed up for the Stepping Up Initiative. As far as the Upstate is concerned, Greenville County, Pickens County and Spartanburg County are the ones closest to us that have joined the initiative.

And then our last one is the Data Driven Justice Initiative. There are over a hundred and fifty jurisdictions across the nation that have signed up for this. This is the county committing to addressing issues throughout the criminal justice system in a very data driven way. So we won’t be relying on personal experience or anecdote. We will look at the data very transparently and honestly and we will make very purposeful decisions to improve any inefficiencies in our system.

TOMMY DUNN: Appreciate your report, Casey. Appreciate the fine work you’re doing on that.

RUSTY BURNS: Mr. Chairman.

TOMMY DUNN: Yes, sir.

RUSTY BURNS: You might note that the Stepping Up Initiative is a resolution which everyone has in their packets and we would request approval of that.
GRACIE FLOYD: Request of what, now?
RUSTY BURNS: Request approval of the Stepping Up Initiative.
TOMMY DUNN: We have a motion to move that?
CRAIG WOOTEN: I make a motion to move that forward.
TOMMY DUNN: Mr. Wooten. Second Ms. Wilson. Any discussion? All in favor of the motion show hands.
GRACIE FLOYD: Wait a minute. Hold it. Wait. Wait. Wait. You’re asking us to sign something tonight that we ---
RUSTY BURNS: Everybody had it in their Council packet.
TOMMY DUNN: It’s in the packet.
GRACIE FLOYD: I have it. I know that. But what -- the thing is that what’s it about -- you know Mr. Burns, we just need more information. We come to these meetings and we don’t get all the news or whatever and then we’re asked to sign things that we don’t know what it is. I know she said Stepping Up. She did tell me she -- she sent me a message but she sent it to the wrong place. I didn’t get to the meeting. And I’m just supposed to just go ahead and sign this now for what?
RUSTY BURNS: I’ll be happy to read it.
GRACIE FLOYD: No, I can read it myself. I’m pretty good at it, too. But the thing is, why am I doing this? What is it going to be? Why is this necessary? Why must I sign it?
MS. CASEY: So the Stepping Up Initiative acknowledges that currently nationwide there are over two hundred million individuals in our detention centers, jails and prisons with mental illness, sometimes with co-occurring substance use disorders. And really making sure that we are focusing on providing the appropriate services to these individuals. Being in the detention center does not break that cycle nor provide them with the needed services. So this is an acknowledgment that we as a county will focus on ensuring that these individuals receive the attention and the treatment that they need versus just repeating through the system itself.
GRACIE FLOYD: Okay. So that part that says therefore be it resolved. Would you do that for me, please. That’s the crux of what we’re signing here. Therefore be it resolved, Anderson County hereby signs on to the call to action to safely reduce the number of individuals in our county council
(verbatim) jail with mental illness and commits to sharing lessons learned with others throughout the state. Use of data driven decisions across multiple agencies will drive innovative strategies to ensure high level of care of mental illness and other ????.

And this to be signed tonight?

RUSTY BURNS: It would be helpful for us to be part of this initiative because primarily what it is is an information sharing process and criminal justice coordinating committee, one of the things they’re looking at very seriously is the number of mentally challenged people who are in our jail system. And are there alternatives such as a mental health court and other things. All of these were discussed yesterday in the meeting. Mr. Allen, you were probably a better spokesperson for what happened than I am.

GRACIE FLOYD: Well, I wasn’t at the meeting yesterday. They sent it to the wrong place. I didn’t have it. But after I have read it, I don’t have a problem signing it. And I thank you.

TOMMY DUNN: All in favor of the motion show of hands.

GRACIE FLOYD: Where’s the one that we have to sign?

TOMMY DUNN: You in favor, Tom?

TOM ALLEN: Oh, yeah.

TOMMY DUNN: It’ll be like any other thing we get. It will come through the Clerk to Court, come through to sign.

Does anyone have any appointments for tonight that’s not on the list someway or another, fell through the cracks? Hearing none, we’ll go by request. Mr. Allen.

TOM ALLEN: Yes, Mr. Chair. I don’t have anything out of my recreation account but I have talked to Roads and Bridges people and I’ve had a request from the Townville Fire Department to re-pave their parking lot out there. Patch and seal it and re-stripe it. And I’ve talked with Mr. Hopkins and I’d like to move ten thousand dollars out of my paving account for the Townville Fire Department so that that project can be completed out there.

TOMMY DUNN: Have a motion Mr. Allen.

Need a second. Second Ms. Wilson. Any discussion? All in favor of Mr. Allen’s motion show of hands. All opposed. Show the motion carries. Anything else?

TOM ALLEN: That’s all, Mr. Chair.

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: Yes, to the Anderson Jet
Track Club. They didn’t put District 2 here. They have 3 and 7. I would like to allocate a thousand dollars. Also, I’d like to do it all at one time. Okay? To Broadway, the Family Group of Broadway Lake having their yearly ??? show and everything else, I would allocate from District 2's account fifteen hundred dollars for that. Okay. From the -- from District 2's account I also have three more -- two I’m going to have to wait. The third one is the organization that have the Greek Festival. I’d like to --- they have written and asked for support and I would like to allocate a thousand dollars for that Greek festival. All of these come under the heads of recreation. I will come back with the dog thing and some money for recreational activities for the blind at the next meeting. I put that in the form of a motion.

CINDY WILSON: Second.
TOMMY DUNN: Have a motion Ms. Floyd, second Ms. Wilson. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously. Mr. Wooten.
CRAIG WOOTEN: Yes, I’d like to allocate fifteen hundred dollars to the Upstate Chapter of the American Red Cross. This is for their yearly tennis tournament at Cardinal Racquet Club that’s in District 1. Proceeds go to Red Cross charities. I put that in the form of a motion.

CINDY WILSON: Second.
TOMMY DUNN: Motion Mr. Wooten, second Ms. Wilson. Any discussion? All in favor of the motion show of hands. Show the motion carries unanimously. Any thing else, Mr. Wooten?
CRAIG WOOTEN: That’s all.
TOMMY DUNN: Ms. Wilson.
CINDY WILSON: Thank you, Mr. Chairman.
From District 7's recreation account, please appropriate five thousand dollars for the Honea Path fire and EMS personal protective equipment need, and also three hundred dollars to the Anderson Jet Track Club. That’s in the form of a motion.
TOMMY DUNN: Have a motion Ms. Wilson, have a second?
TOM ALLEN: Second.
TOMMY DUNN: Second Mr. Allen. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.
Moving on Number 18, Administrator’s Report.
RUSTY BURNS: Nothing at this time. Mr.
Chairman.

TOMMY DUNN: Moving on number 19.

Citizen comments. Mr. Harmon you call the name.

Please address the Chair, you got three minutes.

LEON HARMON: Mr. Chairman, we have one
citizen signed up. Frank Pressly.

FRANK PRESSLY: Last week I brought a
matter to the attention of the Council regarding the
pawn industry in this county. And I have since then
sent an email to each and every one of you, Mr.
Harmon, and Mr. Burns, that details a copy of the pawn
statement from the back of a pawn ticket that shows
the language that allows them to charge the exorbitant
rate that they charge our senior citizens. I hope
that all of y’all will get behind this and that we can
make a change in the local ordinance so that our
senior citizens are not taken advantage of in this
fashion. Thank you.

TOMMY DUNN: Mr. Harmon.

LEON HARMON: No one else is signed up.

TOMMY DUNN: Moving on, Remarks from
Council members. Mr. Allen.

TOM ALLEN: I have none at this time.

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: I have some. Okay. You
know, when I get up here to do the best that I can, I
have the feeling that some folks get upset by my
questioning. Yeah. You’ll going to have to
understand something. I’m here to represent twenty-
two thousand people in Anderson County. And they
voted for me to come up here to ask questions. They
realize that I have a voice. That I can talk and that
I will. So when you get upset because I ask a lot of
questions, kind of like, just think about it. I’m not
caring about you or how you feel. I’m worried about
my people, the black, the white and the blue people
that I represent and what they need to know.

Sometimes when I ask the questions, I know the answers
but it’s not clear. And if it’s not clear to me, then
it can’t be clear to you, either. And when I ask them
to please explain something, I’m doing that more for
you, for the people that are watching on TV and the
people out there than I am for myself. Because if you
come here day in and day out, if you’re watching this
and you don’t understand what we’re talking about up
here then why are you here? And why are you a county
taxpaying person if they don’t fix it so you can
understand what is going on. What we’re trying to
say. So when I ask the question, don’t get mad at me
because I’m smart. Just help me explain it to the
people what I’m talking about because I will ask questions. And I surely thank you for listening.

TOMMY DUNN: Mr. Wooten.

CRAIG WOOTEN: I just wanted to say there’s a great event this past week at the Anderson Library. I took my son to Comicon. He enjoys art and it’s amazing to me and everything whether it be sports programing, and entertaining programing, these are the kinds of things that bring a good amount of people out in the community. I think it’s a good thing for the community and it was well done by the library. That’s all, sir.


CINDY WILSON: Well, in addition to that, you should have been at the Ginny Erwin Library down in Honea Path last week. They have almost tripled the children coming through for the school summer reading program. That was exciting. And today we went down to rename the Honea Path Free Clinic to the Bob and Renee McCormick Free Clinic. Those are lovely people who did a lot and continue to do a lot in our community.

And I wanted to point out, I’m going to be trying to schedule town hall meetings in my district dealing with a number of issues, including the hospitality referendum and so forth. I wanted to make sure we had the written paperwork that I’d like to be able to hand out so people will know what it can and can’t be used for and the actual questions. And we’ve got a lot of things going on. It’s especially nice to have such good people. Thank you.

TOMMY DUNN: Thank you, Ms. Wilson.

Failed to mention at the start of the meeting, Mr. Graham couldn’t be here tonight. He’s out of town. And Mr. Waters is under the weather. So two out.

Want to thank fellow Council members for taking time coming to the -- we said last Council meeting, I said we’d probably have to have a meeting in between to come to a Special Called meeting. Been tooken care of for the people of Anderson County. Also want to thank Council members for, like tonight having a lot to go over, but getting through it, because you’ve done your homework before the meeting. And you go through it and you get your information, you study it and you ask questions when the time be it. We got plenty of time and I do appreciate that.

Council meeting will be dismissed.

(MEETING ADJOURNED AT 8:45 P.M.)
IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
RAY GRAHAM
KEN WATERS
TOM ALLEN
CRAIG WOOTEN
M. CINDY WILSON

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAEERT

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
AUGUST 21, 2018
TOMMY DUNN: ... presentations part of our Anderson County Council meeting of July -- I'm sorry of August 21st -- to order. I'd like to welcome each and every one here. Thank you all for coming. At this time we're going to get on for meeting. Going to start off with Resolution 2(a) 2018-040. Council Craig Wooten. Craig.

CRAIG WOOTEN: Thank you, Mr. Chairman. This is Resolution R2018-040. A Resolution to Honor and Recognize MedShore Ambulance Services for their Outstanding Dedication, Compassion and Commitment in providing Public Service to the Citizens of Anderson County; and Other Matters Related Thereto.

Whereas, Medshore Ambulance Service was founded in 1976, working continuously to provide medical transport services for more than 40 years. The mission of Medshore ambulance service is to provide the highest quality of patient care that is cost effective to the communities in which they serve. Medshore is the largest privately owned ambulance service in South Carolina serving more than 100,000 patients each year; and

Whereas, Medshore is headquartered in Anderson, South Carolina, but additionally provides medical transport services to 17 counties in South Carolina with 100 emergency vehicles and 520 employees. Medshore is the 9-1-1 service provider for Anderson, Barnwell and Chesterfield counties; and

Whereas, Medshore was the first ambulance service provider in South Carolina to receive accreditation by the Commission on Accreditation of Ambulance Service for achieving a gold standard in operation and clinical performance excellence in the EMS industry; and

Whereas, on July 18, 2018 Medshore was chosen as the recipient of the American Heart Association's Mission Lifeline EMS Recognition awards. The Anderson County division received the Gold Plus Award and Barnwell and Chesterfield County divisions both received Silver Plus awards. Medshore was chosen for these awards for efficiently administering the highest level of pre-hospital cardiac care, meeting the specific criteria for treating patients experiencing severe heart attacks; and

Whereas, The Anderson County Council and the citizens of Anderson County are pleased to honor and recognize Medshore Ambulance Service. We are appreciative of the exceptional standard of care you provide to patients, your continuing efforts in improving our systems of care and for improving the
quality of life for all citizens.
RESOLVED in a meeting duly assembled this 21st day
of August 2018.
And I put that in the form of a motion.
CINDY WILSON: Second.
TOMMY DUNN: Have a motion by Mr.
Wooten, second by Ms. Wilson. Any discussion? All in
favor of the motion show of hands. All opposed like
sign. Show the motion carries unanimously. Mr.
Wooten.
CRAIG WOOTEN: Do we have anybody?
TOMMY DUNN: I don't think -- is anybody
here from Medshore? I don't believe so. We'll make
sure they get this.
CRAIG WOOTEN: All right.
TOMMY DUNN: We'll move on to Item 2(b)
CRAIG WOOTEN: Thank you, Mr. Chairman.
TOMMY DUNN: Excuse me, Craig. I
believe. You all come on.
CRAIG WOOTEN: Here they are. If we could
all step up front.
(PRESENTATION OF RESOLUTION TO MEDSHORE)
TOMMY DUNN: Now we'll go back to 2(b)
CRAIG WOOTEN: Thank you, Mr. Chairman.
Resolution 2018-045 A Resolution to Honor and
Recognize Grace Cromer for her Many Accomplishments,
and most recent Title as USA National Miss South
Carolina; and other matters Related Thereo;
Whereas, in 2009 Grace Cromer created her own
business called Gracie's Gourmet which consisted of
baking an assortment of sweet treats for various
occasions; and
Whereas, in 2013 Grace was named SC Young
Entrepreneur of the Year by then Governor Nikki Haley; and
Whereas, in 2014 Grace started the program Pennies
for Preemies to help raise and provide support for
local Children's Miracle Network Hospitals and to
assist local families faced with premature births or
special needs. On August 28, 2014 Pennies for
Preemies became a 501(c)(3) non-profit organization
and in 2015 Pennies for Preemies received the award of
YesCarolina Young Entrepreneur of the Year; and
Whereas, Grace Cromer has been participating in
pageants since she was 14 years old. In June 2014,
Grace was crowned Miss Walterboro Teen 2014, receiving
this award for her 90 second Jazz dance performance to
80's and 90's retro mix and also receiving the award
as Miss Congeniality; and

Whereas, on August 4, 2018 Grace was crowned USA National Miss South Carolina at the USA National Miss Pageant. The pageant provides extraordinary opportunities for young women ages 4-25 to assist in developing lifestyle services, personal achievement, and community involvement. Many of these young ladies become ambassadors of worthy causes, charities and taking part in the anti-bullying platform the Crown C.A.R.E.S. encouraging each of them to make a difference; and,

Whereas, Grace Cromer is currently a sophomore majoring in Business Economics at Wofford College, in Spartanburg, South Carolina. She is a Wofford Bonner Scholar and Ambassador and actively participates as a member of the Wofford Activities Council. Grace is a member of Wofford Companions a program that connects students with adults with special needs; and

Whereas, The Anderson County Council is proud to honor and recognize the youth in our community who demonstrate qualities of dedication, vision and commitment, developing life skills such as leadership, responsibility and selflessness to help others throughout our community. We are proud of your accomplishments and would like to wish you great success in all of your future endeavors.

RESOLVED in meeting duly assembled this 21st day of August, 2018.

Mr. Chairman, I’d like to put that in the form of a motion.

TOMMY DUNN: We have a motion Mr. Wooten, second Ms. Wilson. Any discussion?

CRAIG WOOTEN: I would like to add, this is a young woman I’ve known for a couple of years. I know her family. Ms. Wilson and I were joking before the meeting started about how busy life can get. And Ms. Cromer is, I don’t know how she finds the time in the day. But she has accomplished so much and it’s so exciting to see where she’s going. I know she’s going to represent our county well. And this award is really duly deserved.

TOMMY DUNN: Thank you, Mr. Wooten. She is very special doing that and that’s very special to have -- people like her is what makes Anderson County very special. We appreciate her. Mr. Waters.

KEN WATERS: I’d just like to add, too. I think so much of her I jumped in the lake in February for her one time.

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

(PRESENTATION OF RESOLUTION)

TOMMY DUNN: At this time we’ll move on to Item number 3. This will be a presentation for recognition for the Workplace Principles Pilot Program. Ms. Cox.

RUSTY BURNS: Mr. Chairman.

TOMMY DUNN: Yes, sir.

RUSTY BURNS: This is --- these are the fruits of the labors that County Council -- when you allocated that seed money for us to begin our program at the Westside Community Center and these are our graduates. And Terry and Laura worked diligently as well as her Westside Community board. And with that, I’m going to shut up. Laura and Terry who did all the work will talk.

CINDY WILSON: May we also acknowledge Dr. Bea Thompson with us tonight.

TOMMY DUNN: Yeah, I think that’s what Mr. Burns said. She worked very hard on this and we appreciate it.

LAURA COX: Good evening. My name is Laura Cox and I’m a member of the Anderson County Economic Development team. Thank you for the opportunity here tonight to recognize a collaborative pilot program Workplace Principles. Anderson County Economic Development in cooperation with the Anderson County Workforce Development Collaborative recently completed a pilot class call Workplace Principles. This pilot class was held for three weeks at the Westside Community Center in conjunction with Work Experience placed at Vocational Rehabilitation’s Training Center and Anderson Interfaith Ministries. Workplace Principles is based off of the curriculum from Microburst Learnings Employability Program.

Employers require their workforce to demonstrate employability soft skills. Based on over thirty years of training and experience in the private sector, Microburst Learning developed a certification for soft skills through behavior change. This blended learning approach includes interactive online lessons, instructor-led activities in certification process, concentrating on areas such as interpersonal skills, conflict resolution, communication skills and other foundational life skills. The following participants have successfully completed the online and classroom instruction and are currently being observed in their workplace for behavior change in order to receive their Workplace Principle credential. Savannah Bryant, Kelsea Cowan, Barbara Martin, Denise
Marietta Potts. (These names were spelled phonetically).

TOMMY DUNN: Give all these a big hand before we...

LAURA COX: We did have twelve participants in the program, so we do have some that are not with us tonight that we would like to recognize. One is Desiree DeShazor, Donna Dodgens, Chris Elrod, Nick Kanarena and Chris Chapman. (These names were spelled phonetically.)

Upon completion of the classroom and online instruction so far four individuals have obtained employment. One participant has been accepted into a year-long speciality computer training course after completing an intense interview process.

As we mentioned, this was a collaborative effort so at this time, I’d like to recognize several Workforce partners for all their efforts. The Westside Community Center for hosting our group. Anderson School District 5 for assistance with both computers and classroom setup. Anderson School District 3, 4, and 5 Adult Education and United Way for assistance with facilitator training. The South Carolina Department of Commerce and Anderson 1 and 2 Career Centers for allowing their staff to teach the course. Anderson Interfaith Ministries for assistance in helping with work experience. Besto’s for providing speciality discount pricing for meals each day. Electritex and St. John’s United Methodist Church for assistance with providing interview attire for each participant. Anderson, Oconee, Pickens County Mental Health for allowing their participants to take part in the pilot. As well as Anderson Vocational Rehabilitation for both their time and efforts and allowing participants to take part.

In particular we’d like to recognize a couple individual staff members. Lisa Gillespie with Anderson Area Vocational Rehabilitation. She is the Center director. Debbie Cable who is a Vocational Rehabilitation and mental health job coach. Linda Russell who is the Vocational Rehabilitation job preparedness coach. And Renee Murdoch who is the business development representative for Vocation Rehabilitation. She could not be here with us tonight but we thank her for all of her time.

We’d also like to extend a recognition to Cleervette Leslie with United Way for all of her assistance with the program as well. Christy, we
mentioned you earlier. I didn’t, sorry. ?? provided
worksite on-the-job work experience as well as
vocational Rehabilitation Work Center were allowed to
???. But we want to thank this group. These
participants have just really learned a lot and taught
us a lot. So once again, let’s give you another hand.

(TOMMY DUNN: Again, I want to thank who
all was involved in this, especially participants, but
the ones that helped put this together and see this
through. Hope we have many more classes come through.
This is a big part of this, when Mr. Burns
Administrator told me about this several, several,
several months ago, I thought it was an outstanding
idea. Glad to see it pulled off. Mr. Burns is there,
a big hand for helping to put this together, too.
Let’s give him a big hand.

(APPLAUSE)

(TOMMY DUNN: And the staff and all what
ty they done and we appreciate it. And this again, what
I alluded to earlier, this is what makes Anderson
County special, the people. I’m so proud and so glad
to be able to see this come to life. And like I said,
I hope this gets bigger and bigger. Just goes to show
you what you can accomplish when a group of people on
the same goals work together to achieve them. We
appreciate it. Mr. Burns.

(RUSTY BURNS: This Workforce
Collaborative that you see here in Anderson County
does not exist anywhere else in the state. And all of
these people working unselfishly to make this happen.
We thank them. And again, thank Laura and Terry for
all of their hard work.

(TOMMY DUNN: Appreciate everybody what’s
done. That will conclude this part of our meeting.
We’ll reconvene at 6:30 for regular Council meeting.
Thank y’all for coming.

(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:22 P.M.)
State of South Carolina  )

County of        Anderson      )

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
AUGUST 21, 2018

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT
TOMMY DUNN: At this time I’d like to call the August 21, 2018 Regular County Council meeting to order. Welcome each and every one of you here. At this time I’d like to ask Councilman Allen if he’d lead us in Invocation and Pledge of Allegiance. If we’d all rise, please.

(INVOCATION AND PLEDGE OF ALLEGIANCE BY TOM ALLEN)

TOMMY DUNN: At this time are there any corrections to be made to the minutes of August the 7th, 2018? Not been received. I’m sorry. Thank you, Tom. We’ll not be approving them. We’re move on there. Thank you, Mr. Allen.

Moving on to Citizens Comments. As Mr. Harmon calls your name, you have three minutes and this will be -- state your name and district, address the Chair, please. And this is matters on the agenda, please.

Mr. Harmon.

LEON HARMON: Mr. Chairman, first speaker is Lee Cole.

LEE COLE: Mr. Chairman, members of council, my name is Lee Cole. I live in County Council District 7. I’m here tonight representing Nekos Patel and his family and wanted to speak to the Council in reference to agenda item 7(a). This is a first reading on an ordinance to rezone a parcel that my clients own from C-2 (Highway Commercial) to R-MHP (Manufactured Home Park). That’s on Beaverdam Road in an unincorporated area of Williamston outside the city limits in an unincorporated area of Williamston. This -- staff is recommending that Council accept this. Planning Commission has voted for Council not to accept this. It’s our understanding from looking back at the minutes of that meeting that there was one resident that appeared and was opposed to this. We have looked and that resident lived approximately a mile away from this location, so it wasn’t a next door neighbor.

This location is -- my clients currently own a convenience store at that -- at the same address, 1113 Beaverdam Road. There’s a lot behind their convenience store that they’re asking be turned into -- be designated mobile home. To the -- on one side of the property there’s already another mobile home -- there’s two mobile home parks. My client owns one, another party owns the other. On the other of the property there are mobile homes, it is a mobile home, I’d say like a -- they’re mobile homes but not in a mobile home park. So the road that goes down that side of the property now, you see those mobile homes, would not be able to see over into the mobile home park. And then the back of the property is on Highway
29. There are trees there now and we would -- my client is willing, if the Council would vote to make this change, my client would be willing to accept the stipulation that there be a barrier of trees around the entire property. Front of it already is not going to be visible from the road because of his store on Beaverdam Road. The side of it, there's another mobile home park on the other side, but he's still willing to put the barrier of trees on that side. And of course, the barrier of trees on the back, Highway 29.

So we would ask that the Council consider accepting this change, due to the neighborhood being -- there being a lot of mobile homes in the area. And my client feels that at this point that's the best use he can make of his property because that's what's all around him. So I appreciate the Council's consideration.

TOMMY DUNN: Thank you.

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

TOMMY DUNN: Thank you, Mr. Harmon.

Moving on to Item number 5(a) Ordinance third reading, an ordinance authorizing the amendment of Anderson County Ordinance 2014-040 and the documents authorized thereby, in certain limited regards and particulars. At this time I'd like to ask Mr. Nelson if he would just -- this is going to be a public hearing, but before anybody might want to talk to this, if you just might want to hit the particulars on this, Mr. Nelson, please.

BURRISS NELSON: Thank you, Mr. Chairman. I appreciate that. This company is Fox Farms, has been in Anderson County for approximately three years. They compost -- make compost products of tree bark and a number of other things, and actually produce an organic fertilizer and have sales. But they supple basically nurseries around the country as well as locally.

This company, their corporate name is United Compost and Organics, Incorporated. When we originally put the project together we didn't have that name from their attorneys when they put the project together. Legally, by DOR, and DOR's made the request, that we change the name to United Compost and Organics, Incorporated doing business as Fox Farms. And this is really to straighten out the request from the Department of Revenue.

TOMMY DUNN: Thank you, Mr. Nelson.

Appreciate it. Want a public hearing. Anyone wishing
to speak to this matter, please step forward and state
your name and district and address the Chair, please.
Anyone at all? Hearing and seeing none, public
hearing will be closed. We have a motion to move this
forward?

KEN WATERS: So moved.

TOMMY DUNN: Motion Mr. Waters, second
Ms. Wilson. Are there any discussion? Hearing none,
all in favor of the motion show of hands. All opposed
like sign. Show the motion carries unanimously.

Now we’re moving on to Item number 5(b) 2018-025
an ordinance authorizing the sale of certain property
in the Clemson Research Park pursuant to a lease
agreement between Anderson County, South Carolina and
Anderson County Development Partnership. This is the
property that’s Innovate Anderson, got a buyer for it.
Back years ago it was in our name so we’ve got to
release this so they can sell it. At this time we’ll
be going into a public hearing. Anyone wishing to
speak to this, please, again state your name, district
and address the Chair, please. Anyone at all wish to
speak to this? Public hearing. Seeing and hearing
none, public hearing will be closed. We have a motion
to move this forward?

KEN WATERS: So moved.

CINDY WILSON: Second.

TOMMY DUNN: Motion Mr. Waters. Second
Ms. Wilson. Now are there any discussion? Seeing and
hearing none, all in favor of the motion show of
hands. All opposed like sign. Show the motion
carries unanimously.

We’re going to move on now to Item number 5(c)

RAY GRAHAM: Thank you, Mr. Chairman.
This is in reference to Ordinance 2018-030, the
ordinance ordering a referendum to determine whether
the South Carolina Department of Revenue may issue
temporary permits to allow for the possession, sale
and consumption of alcoholic liquors by the drink to
bonafide nonprofit organization and business
establishments authorized to be licensed for
consumption-on-premises sale to allow the sale of beer
and wine at permitted premises locations without
regard to the days or hours of sales.

Mr. Chairman, I bring this forth of a motion that
we move this forward on the third reading.

TOMMY DUNN: Before we do that, we’re
going to have a public hearing. Anyone wishing to
speak to this now, step forward, address the Chair,
state your name and district. Anyone at all? Hearing
and seeing none, public hearing will be closed. Mr. Graham makes the motion. We have a second?

TOM ALLEN: Second.

TOMMY DUNN: Second Mr. Allen. Any discussion?

CINDY WILSON: May I?

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: I agree with Mr. Allen from a previous discussion that the referendum question as it would appear on the ballot fails to mention Sunday liquor sales. And I would hope that we could at least make some kind of a clarifying statement on the referendum question in addition to.

TOMMY DUNN: Mr. Harmon.

LEON HARMON: Ms. Wilson, the statue itself states what the question must be and that’s what I have put in the ordinance. But you are correct. We can prepare a statement that will explain to the voters what each one of these questions has reference to. And I will be putting that together shortly.

CINDY WILSON: Thank you.

TOMMY DUNN: Anybody else? All in favor of the motion show of hands. All opposed like sign. Show the motion carries.

Moving on to Item number 6(a) Second reading.

2018-027 an ordinance authorizing the execution of a lease purchase agreement in an amount not exceeding $5,400,000 relating to the leasing and purchasing of certain vehicles, equipment and personal property, the execution of necessary documents and closing papers. This is something we went over during the budget time and entered and put in our budget. This is now just Ms. Wilson and Finance Department and staff is putting this together to put the wheels in motion to make this happen. We have a motion to move this forward?

CINDY WILSON: We had a -- shall I give the report from the ---

TOMMY DUNN: Yes, ma’am.

CINDY WILSON: The item in question here, which is 7(b), Ordinance 2018-31 first reading, a third supplemental budget ordinance providing for the issuance and sale of a special source revenue bond not to exceed two point eight million for the expansion of the Starr landfill construction and demolition and C&D. And land clearing debris sales LCD. The current site for LCD has approximately four and a half years remaining. The plan is to convert the LCD site into a construction demolition sale allowing for approximately twelve and a half years to pass before
LCD. The C&D, which is the construction demolition sale, would then have approximately forty-two and a half years remaining capacity. In addition to that improvement, which is very much needed, the new bailer for the recycling at the MRF was estimated to cost three point -- excuse me, three hundred and seventy-five thousand dollars. The old bailer is worn out. We're holding off acquisition of a grinder pending further study. The Planning and Public Works Committee voted unanimously to recommend to the full Council to approve the Special Source Revenue bond.

TOMMY DUNN: We have a motion to move it? Did we get a motion?

TOM ALLEN: Put it in the form of a motion.

TOMMY DUNN: Okay. Need a second.

CINDY WILSON: Did we need a second, with the Planning and Public Works committee ---

TOMMY DUNN: Coming from -- let's make it official coming to us since it's been a while since it come through that thing but y'all did come through this thing. We have a second?

RAY GRAHAM: I'll second that.

TOMMY DUNN: Okay. Mr. Graham seconds it.

LEON HARMON: Mr. Chairman.

TOMMY DUNN: Yeah.

LEON HARMON: I think we're off track here a bit. I think you're on 6(a).

TOMMY DUNN: Yeah.

LEON HARMON: And that is about the lease purchase for vehicles. 7(b) is the ordinance that Ms. Wilson was discussing.

TOMMY DUNN: Okay. Thank you. I know we're on 6(a) and that's what ---

CINDY WILSON: I'm sorry.

TOMMY DUNN: --- we got a motion and second for. Now, are there any discussion? This was about the vehicle stuff, the Sheriff's vehicles and other vehicles for the thing. All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Now we'll move to 6(b) 2018-028 an ordinance authorizing the addition of Bailtuck, LLC as a sponsor affiliate to that certain fee agreement, dated as of December 1, 2012 between Anderson County, South Carolina and Sargent Metal Fabricators. We have a motion to move this forward?

TOM ALLEN: So moved.

CINDY WILSON: Second.
TOMMY DUNN: Motion Mr. Allen and second Ms. Wilson. Are there any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries.

Moving on to 6(c) 2018-032 an ordinance to return real property located on Pearman Dairy Road (TMS No 095-00-09-012) to Atlanta Baking Company which was deeded to Anderson County by Atlanta Baking Company, Inc. on September 21, 1981 to facilitate an industrial development Revenue Bond Project. If y'all remember this is -- Mr. Nelson told us last time. It's just paperwork clearing up, done went back when before Fee in Lieu of and had -- way it had to be done with our name on it -- we're just giving -- they're selling that property. Just want to get it back clear title and get our name off of it. We have a motion to move this forward?

KEN WATERS: So moved.

TOMMY DUNN: Motion Mr. Waters, second Ms. Wilson. Are there any discussion? Hearing and seeing none, all in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Moving on now to Item number 6(d) 2018-034 an ordinance authorizing the extension of the term under that certain lease agreement by and between Anderson County, South Carolina and BMW Manufacturing Co. LLC dated as of September 1, 1998, the amendment of such lease agreement to reflect such extension. We have a motion to move this forward?

TOM ALLEN: So moved.

KEN WATERS: Second.

TOMMY DUNN: Motion Mr. Allen. Second by Ms. Wilson. Are there any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Now we'll be moving on to Item number 7(a) 2018-023 an ordinance amending the Zoning Map to rezone +/- 2.5 acres from C-2 (Highway Commercial) to R-MHP (Manufactured Home Park) at 1113 Beaverdam Road. Dr. Parkey, you want to ...

JEFF PARKEY: Thank you, Mr. Chair. Yes, the request is to rezone said property from C-2 (Highway Commercial) to R-MHP (residential mobile home park district). The applicant is making the request to be able to put mobile homes on the property. Staff recommended approval. The Zoning Advisory Group could not make a quorum so they did not meet their June 6th meeting. Comes forward from them technically as an approval. Planning Commission recommended denial in
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their June 12th meeting.

TOMMY DUNN: Thank you. Any questions

for Dr. Parkey? Comments.

TOM ALLEN: Yeah.

TOMMY DUNN: Mr. Allen.

TOM ALLEN: Just very quickly. Why did

they disapprove? What was the reasons for
disapproval? Do you know, Mr. Parkey?

JEFF PARKEY: They indicated the Planning

Commission Chair indicated on documents, public

concern was raised.

TOMMY DUNN: Anyone else for Dr. Parkey?

We have a motion?

CINDY WILSON: Mr. Chairman.

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: May I make the motion that

we deny this request and I’ll explain once we have a

second.

TOMMY DUNN: We have a motion from Ms.

Wilson to deny. We have a second?

KEN WATERS: Second.

TOMMY DUNN: Have a second by Mr. Water.


CINDY WILSON: There is a lot of major

road work that’s going to be done right in that area,
taking out the Cherokee Road Bridge and raising it and

all the traffic improvements. And there’s an effort
to remove, hopefully, the bridge at Beaverdam. That

would make that site a very, very important commercial

site and would hopefully bring the owners a great deal

-- a greater return. The people who I’ve talked with

in that area were very concerned about the lawlessness

over there. The mobile home park across the road has

had a Sheriff out there frequently. There have been

shootings over there. The mobile home subdivision

where the people actually own their homes, they have

been very concerned about those type issues.

So I respectfully ask that we deny and I pledge to

these people who own that property that we will do

what we can to make sure that they are well protected

and hopefully a new intersection there.

TOMMY DUNN: Have a motion and a second.

Any more discussion? We have more discussion from

anyone? Just like to add my thoughts on this is

sometimes I might not agree with things, but I’ve

always tried to err on the side of whoever’s district

it’s in. Hopefully they know more about their
district and will keep their eyes and ears to the

thing, what’s going on in their district. Most of the
time that’s the way I tend to be. Wanted to throw
that out there. Anyone else have anything?

CRAIG WOOTEN: With the denial, would they be able to come back -- at what point could they come back in the future, maybe, after some maybe lawlessness concerns were addressed and maybe the intersection was finished. Could they revisit at a later date when some of these concerns were maybe addressed?

TOMMY DUNN: Be a year, wouldn’t it? You have to wait a year for the same rezoning. They could ask for a different rezoning tomorrow, but for the same zoning, you have to wait a year. That’s anybody. Is that not correct, Dr. Parkey? Does that answer your question? Ms. Wilson.

CINDY WILSON: Well, the good news is that the current commercial designation is a very coveted zoning. It’s usually the opposite; we have people who come to us wanting the commercial zoning, and it’s difficult to get the commercial zoning.

TOMMY DUNN: All in favor of Ms. Wilson’s motion for denial show of hands. All opposed like sign. Show the motion carries unanimously.

Moving on now Item 7(b) 2018-031 a third supplemental ordinance providing for the issuance and sale of Anderson County, South Carolina Solid Waste System Revenue Bonds, Series 2018, in the Aggregate Principal amount not exceeding $2,800,000 fixing the form and certain details of the bonds; authorizing the Chairman of the County Council, the County Administrator and the Finance Director to determine certain matters relating to the bonds; providing certain payment of the bonds and the disposition of the proceeds thereof. This is what Ms. Wilson talked about a little bit a few minutes earlier. And Ms. Wilson, would you like to add anything to what you said?

CINDY WILSON: I apologize for getting us off track.

TOMMY DUNN: This does come from the Finance Committee -- I mean from the Public Works Committee, but I would just like for Ms. Wilson makes the motion again, we have a second, just since it’s just been such a little bit of time. You second?

Second Mr. Allen. Now are there any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Moving on to Item number 7(c) 2018-033 an ordinance authorizing the execution of an Infrastructure Credit Agreement among Anderson County,
South Carolina, the City of Anderson, South Carolina, JB Ferguson Properties LLC and Estate Planning Consultants, Inc. Mr. Burriss.

BURRISS NELSON: Mr. Chairman, thank you; and members of Council. This project has to do with the city had invited the county to collaborate with them in an economic development effort on South Main Street. A number of properties there that were in -- were not in use. And this is a redevelopment opportunity of all of those building spaces. And in that light, we have offered with the city an incentive package that allows the property taxes to be reduced during the period of time of the redevelopment and the initial startup of office spaces, commercial facilities of numerous kinds. And as I said, it’s a collaborative effort for some buildings that likely would be empty and opportunities for things that would not be desirable.

Appreciate Council’s taking a look at this project and giving favorable consideration to it.

TOMMY DUNN: We have a motion? Motion Ms. Wilson. Have a second? Second Mr. Allen. Now discussion or any questions for Mr. Burriss?

GRACIE FLOYD: Yes.

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: Mr. Burriss, is this one -- I can’t remember what this one was about. This was not the hotel, is it?

BURRISS NELSON: That’s right, it is not.

GRACIE FLOYD: It is the hotel.

BURRISS NELSON: No, no. It is not.

GRACIE FLOYD: It’s not the hotel. Okay, which one was it?

BURRISS NELSON: The next -- this is the one where there were some basically dilapidated properties that are directly across Main Street from city hall. And those properties are being redeveloped, going in and cleaning them up. Putting in new utilities, getting them prepared and ready for occupancy for a number of commercial-type businesses. And it is, as I said, a collaborative effort with the city. They asked us to participate in this project with them. It will at some point in time in the future create a productive, tax-producing property.

GRACIE FLOYD: But what you’re talking about now is the execution of an infrastructure credit agreement.

BURRISS NELSON: Yes, ma’am.

GRACIE FLOYD: Okay. And the credit agreement will be the money that’s going to be needed
BurriSS nelson: Well, the infrastructure credit agreement merely reduces the amount of the property tax liability so that the investor will be able to spend all the money toward redevelopment of the property and reconditioning the property. It reduces the taxes.

Gracie floyd: So the investor won’t have to pay any taxes on it because they’re going to put the money in fixing it up so they can make money off it, right?

BurriSS nelson: It will reduce the property tax.

Gracie floyd: Yeah, it will reduce the property taxes for us. Okay. All right. I put one note down here, something about industrial revenue bond. That’s not the same thing there, is it?

BurriSS nelson: No, ma’am.

Gracie floyd: Okay. My notes got mixed up. I thank you.

TOMMY Dunn: Any one else?

Ray graham: Mr. Chairman.

TOMMY Dunn: Mr. Graham.

Ray graham: This is a practice that we’ve done in the past, enticing the growth and basically investment for our area.

BurriSS nelson: Certainly very similar to using multi-county park agreement, infrastructure credit agreement with that multi-county park is the basis for that. And basically just reduces the property tax and gives, in this case, the owner a chance to redevelop the property and get it up and running. It will be a revalued and be a more expensive property and will have a higher tax value when it’s completed.

Ray graham: But with them doing the work and moving forward on these plans, not only is it going to increase the value of his property and eventually increase the tax burden to him that’s going to be paid to the county and city on that property, it’s also going to increase the value of the properties that adjoins that area, which is going to continue the growth in downtown.

BurriSS nelson: Certainly.

Ray graham: Thank you, Mr. Nelson.

Gracie floyd: Mr. Chair.

TOMMY Dunn: Ms. Floyd.

Gracie floyd: But let me point out, Council members, that the infrastructure credit
agreement that we already have is for industrial
parks, am I correct, Mr. -- we’re going to use the
same agreements that the industrial parks have. Isn’t
this the one?

BURRISS NELSON: Multi-county park
agreement.

GRACIE FLOYD: Multi-county industrial
park agreement. We’re going to use that one in order
to get this one done. It’s not -- and Mr. -- please
explain that Industrial Revenue Bond. Why is that
still in my mind? Where was that one discussed?

BURRISS NELSON: We talked about the
Industrial Revenue Bond with Atlantic Bread property
over on 28 By-pass. And basically the county acts as
a pass-through ---

GRACIE FLOYD: Well, I know that.

BURRISS NELSON: --- with that one. And as
well, we were talking about the bond that’s above this
one, which doesn’t have -- it’s not an industrial
revenue bond, but is a financing agreement for our
solid waste program, using DHEC funds.

GRACIE FLOYD: Okay. All right. But the
thing is, the same agreement that we use for
industrial parks throughout Anderson County, we’re
using that to -- as an execution of the infrastructure
credit agreement that’s going to go downtown on Main
Street. Right? Got to be aware of that. Okay.

Thank you.

CINDY WILSON: Mr. Chairman, may I?

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: I used to have a lot of
trouble with considering these issues, but a lot has
changed. But it’s most important to note that on the
second draft, the last statement in that paragraph it
says, talking about the county being authorized by
that to grant credits against the fee payments to
assist the company located in the multi-county
industrial park and it goes on. But the last, most
important clause is it states improved or unimproved
real estate property -- excuse me -- real estate and
personal property used in the operation of a
commercial or manufacturing enterprise located in the
multi-county industrial park to enhance the economic
development of the county. So we’re covered in that
regard.

And there’s another thing that I learned recently
that should help us a great deal. Mr. Burns informed
us recently that the I guess it’s the TIF or Tax
Increment Financing expires in 2021.

RUSTY BURNS: Yes, ma’am.
CINDY WILSON: Which would be right ahead of this project and probably the hotel project being on the tax roll.

RUSTY BURNS: Mr. Chairman, if I might.

TOMMY DUNN: Yes, sir.

RUSTY BURNS: We have received no taxes on this property because it’s in the tax increment financing district. The county allocated its portion of the taxes before to build the parking garage. That expires in ’21. Just to add for the next project, we receive no taxes on that because (a) it’s owned by the city and (b) it’s also in the tax increment financing district. So these two things, we are not giving away anything because we don’t have anything. And this will allow us to receive income in the future from these developments.

TOMMY DUNN: But this is more about not -- the city cannot do these kinds of things without the county doing it.

RUSTY BURNS: Cannot.

TOMMY DUNN: And the other thing is, keep in mind, we do a lot of things I’m not very happy with, we already do things as far as helping companies with infrastructure agreements like First Quality, Arthrex and all them. But does me very good when you can help a local businessman from town here for him to be able to put forth -- that’s what you always hear, well, we’re doing something for the small businessman. And not really costing us nothing, just helping them out, going to make, like I said, it’s simple thing because the city can’t do this by themselves because of state law. Anything else? All in favor of the motion show of hands. All opposed like sign. Show the motion carries Mr. Waters, Mr. Allen, Mr. Dunn, Mr. Graham, Mr. Wooten, and Ms. Wilson in favor. Ms. Floyd opposes. Thank you, Mr. Nelson.

BURRISS NELSON: Thank you.

TOMMY DUNN: Moving on now to Item number -- we’re on 7(d), right? 7(d) 2018-037 an ordinance authorizing the execution of an Infrastructure Credit Agreement among Anderson County, Project Accommodation, and the City of Anderson. Mr. Nelson.

BURRISS NELSON: Yes, sir. This is another collaborative project with the city. Also, still in the TIF district. And that development opportunity will provide income for us. The completion dates for the projects are about the same as the end of the TIF. So it’s another opportunity for tax income that the county hasn’t had for fifteen years. How long was the
TIF? Twenty? Anyhow, we funded the parking deck. So this will bring about a development where the county will actually receive tax fund. Otherwise, that property now is non-taxable or is within the city’s ownership and is exempt from property tax altogether. So this will become a tax generating facility and development.

TOMMY DUNN: Thank you. We have a motion to move this forward?
KEN WATERS: So moved.
TOMMY DUNN: Motion Mr. Waters. Second Mr. Allen. Now discussion?
GRACIE FLOYD: Please.
TOMMY DUNN: Ms. Floyd.
GRACIE FLOYD: Mr. Burriss, would you -- I intended to ask you this today and it slipped my mind. Could you please explain the difference between 33 and 37? It almost has the same language.
RUSTY BURNS: The language, Ms. Floyd, is that is prescribed in state law so that’s why we use those terms. That’s what -- the language that is prescribed by the state that you use for these endeavors.
GRACIE FLOYD: Mr. Burriss.
BURRISS NELSON: Yes, ma’am.
GRACIE FLOYD: Please, yeah.
BURRISS NELSON: Well, 33 is a description using multi-county park language and some language in another incentive package that the state has offered in the past. And that breaks down those as individual investment components over a period of time. And that’s why that language reads the way it does in 33 and not the way it does in 34 because -- or in 37 -- because that would be a lump sum capital investment project.
GRACIE FLOYD: Okay. But it almost is the same thing.
BURRISS NELSON: Yes, ma’am.
GRACIE FLOYD: Accommodations and the city. Well, okay. But you see, I’m just plain old -- I’m just a plain old Joe. I’m a layman. I don’t understand all the big languages and stuff. And I know you called me early so I wouldn’t ask so many question on the floor. But that’s one of the questions that I intended to ask and I just forgot to do it today. But I still don’t understand why it’s almost the same language. It’s almost the same language but it’s for different things, right?
BURRISS NELSON: Well, slightly, yes, ma’am.
You’re right. You’re correct.
GRACIE FLOYD: Okay.

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

Now we’re moving on to Item number 7(e) 2018-038 an ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties as to enlarge the park.

BURRISS NELSON: Thank you, Mr. Chairman, members of Council. This is just an ordinance that allows these two previous projects to be included in the multi-county agreement that we have with Greenville where we have the revenue sharing and we actually receive more funds coming back from Greenville than we do -- than we send in the projects that we have here. But this allows them to be able to have the platform for the incentives that we talked about.

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

TOM ALLEN: So moved.

TOMMY DUNN: Motion Mr. Allen. Second Mr. Graham. Any discussion?

GRACIE FLOYD: Yes.

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: Now, this one says an ordinance to amend an agreement for the development of a joint county industrial and business park of Anderson and Greenville County as to enlarge the park. Right?

BURRISS NELSON: Yes, ma’am.

GRACIE FLOYD: But is this the one where we talked about the parking spaces behind the one that they park police cars in and all of that?

BURRISS NELSON: That’s right. This is that same location.

GRACIE FLOYD: All right. Well, the language doesn’t say anything about that. But tell me if I’m understanding this right now. What we’re proposing here is to take that parking space that’s right behind the pizza place -- what’s the pizza place called? Yellow Mellow Pizza? All that parking spaces back there what used to be the business section for African Americans back there, they’re going to take all that and they’re going to lend it, give it or whatever to the hotel that they’re planning on building downtown. And the hotel is going to take all
of those parking spaces and they're going to build a
darking deck for their hotel folks. But meanwhile,
businesses that front Main Street and Benson Street --
I think this is Benson Street -- that used to park
back there will not be able to park back there any
more because the parking spaces will be gone. The
Bleckley Inn over there that uses those parking spaces
for their residents won't have parking spaces back
there anymore because it will be a parking deck. And
public parking lots will be gone. That's where I fell
one night going to dinner to J Peter's back there --
well, that'll be gone too. And the city -- well
that's -- the city parking spaces that the police uses
over there, that will be gone, too. Or are they going
to let that one stay?

BURRESS NELSON: No, I believe that that
will be used by the hotel property.

GRACIE FLOYD: So all of those parking
spaces back there where they just put that park back
there will be gone. So that this hotel coming
downtown can build a parking deck where folks going to
have to pay to park their car, which will benefit the
-- which will benefit the hotel people.

And see, now, we may get a millage of seventy-five
percent. Is that fair to the taxpayer? Is that fair
to the public to do that? When downtown is already
congested and we won't have parking spaces to park the
little places we go. There's only one handicap
parking space on that road and that's right in front
of J Peter's. People like me will have to do what?
Go into the parking -- pay to go into the parking deck
because we're going to give all those parking spaces
to a hotel. When the Bleckley Inn came in they built
their own parking spaces in the back of theirs. And
these folks can't build theirs in the back because
they're going to put in a swimming pool for the hotel.
One that we won't be able to swim in, the public,
unless you pay some money. Is that fair to the
public? That's just my question.

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

Now moving on to Item number 9 A Report from the
Planning and Public Works Committee meeting held on

CINDY WILSON: Thank you, Mr. Chairman.
First I want to thank Mr. Allen for filling in for one
of our committee members so that we could hold the
meeting. There's been a lot of work to do. And also,
Dr. Parkey introduced our new planning employee, Ms.
Lisa Mann, who recently earned her master's degree
from the Clemson -- from Clemson. Then we had an
interesting presentation which was an update on the
Anderson County Housing Analysis. And I'll quickly
review this with you. And we should have copies out.

For example, twenty-seven percent of households in
Anderson County are cost burdened. This is compared
to twenty-seven percent in Greenville County, twenty-
six percent in Oconee County, twenty-eight percent in
Pickens County and thirty percent in South Carolina.
That means that that -- a greater amount of funds go
towards providing housing for those people. Renters
are more then twice as likely to be cost burdened than
owners. Seventy-one percent of occupied units are
owner occupied and twenty-nine percent are renter
occupied. Fifty-three percent of housing units in
Anderson County have three bedrooms. Sixty-two
percent of households are one person or two person
households. There is a clustering of neighborhood
improvement project and forfeited land commission
properties in the Appleton Mill and Morningside
communities. Our Planning Department stated that they
did not see any of the most common occupations -- for
example in the Greenville-Anderson-Mauldin
metropolitan statistical area being priced out of
Anderson housing market. So that was very reassuring.
However, as we have a very rapid level of growth that
will probably change.

The next item Dr. Parkey advised that we will soon
have new options for subdivision requirements
available, hopefully by our next meeting. Dr. Parkey
also provided an overview of the recent popularity of
tiny homes. There are new guidelines being developed
by the International Building codes. There seem to be
two types of tiny homes that have been evolving. One
is a type of mobile home on wheels, which will be more
appropriately governed by SCDMV. And the other small
accessory homes for lots with an existing dwelling, or
small homes of less than a thousand square feet with
separate sites. There's a lot more to be learned here
before we come up with some guidelines.

Ms. Celia Boyd Myers explained the improvements
planned for Kid Venture, which will allow for greater
use and participation by all of our citizens, greater
safety for our citizens and a better flow at the park.
And please refer to your rendering that was provided.

There's continuing work for updating our 2009
County Recreation plan. There's much more analysis to
come requiring Council to prioritize and approve.

... to all that worked hard at getting this
information together. Does anyone who was present
want to add anything? Thank you. This is as we
submit.

TOMMY DUNN: Thank you for the report,
Ms. Wilson.

Moving on Road Acceptance. Any objections to
taking all three of these? Problem doing all three of
these at one time? Be Hanna Crossing, Jacket Lane and
Part of Scenic Road. We got a problem doing all three
of these? We got a motion to accept these?

KEN WATERS: So moved.
CINDY WILSON: Second.
TOMMY DUNN: Mr. Waters, second Ms. Wilson. Any discussion? I just say we know all of
these are -- meet all our criteria and all our
standards. Hearing that, all in favor of the motion
show of hands. All opposed like sign. Show the
motion carries unanimously. Ms. Floyd stepped out of
the room.

Does anyone have any appointments? I don’t have
no list here.

Move on to requests by Council members. Couple of
things on that. If you look at the bottom of the
page, Anderson County 4-H, Clemson Cooperative
Extension. That is requests from all Council members.

Just want to make sure it’s not what you call it. And
I’d also like to point out and welcome Director of
Salvation Army is here and appreciate him being here
tonight.

Hearing that, we’ll move on. Mr. Waters, you have
any -- moving on to Item 12 Request by Council
members.

KEN WATERS: Yeah. Can I do all these
at one time?

TOMMY DUNN: Yes, sir.

KEN WATERS: Okay, the first one the
Salvation Army of Anderson County a thousand dollars.
The second one CESA Tri County soccer three thousand
dollars. Powdersville High School Fishing team five
hundred dollars. And Powdersville YMCA five thousand
dollars. And I bring this in the form of a motion.

TOMMY DUNN: Have a motion Mr. Waters.

Have a second?

CINDY WILSON: Second.

TOMMY DUNN: Second Mr. Allen. Any
discussion? All in favor of the motion show of hands.

All opposed like sign. Show the motion carries
unanimously. Mr. Allen.
TOM ALLEN: Yes, I also have three that I’d like to put all together here. The first one the Anderson Life Crises Pregnancy Center, I’d like to contribute five hundred dollars from my rec account. The Salvation Army two thousand dollars from my recreation account. And the Anderson County 4-H Cooperative Extension five hundred dollars. And I put that in the form of a motion.

TOMMY DUNN: Have a motion Mr. Allen. Second Mr. Waters. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously. Mr. Graham.

RAY GRAHAM: Thank you, Mr. Chairman. If it’s okay I’m going to do all these in one motion as well.

TOMMY DUNN: That’ll be fine.

RAY GRAHAM: For Anderson Life Crises Pregnancy Center I request fifteen hundred dollars. For Salvation Army I request fifteen hundred dollars as well. For Anderson Jet Track Club I request five hundred dollars. For Iva Museum I request seven hundred. For Homeland Park July the 4th celebration I request fifteen hundred dollars. For Belton Area Museum I request a thousand dollars. And for Anderson County 4-H Clemson Coop I request five hundred dollars.

TOMMY DUNN: Have a motion here from Mr. Graham. Have a second?

KEN WATERS: Second.

TOMMY DUNN: Second Mr. Waters. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously. Mr. Wooten.

CRAIG WOOTEN: Yes, I’d like to make a motion for two items. For Anderson Life Crisis Pregnancy Center I’d like to do fifteen hundred dollars. For the Salvation Army of Anderson ???? for me and I think this is going to give us the ability or to aid him ???? new folks to attend his facility which means twenty folks could be off the streets and be in a situation where they could hopefully rehabilitate. It takes pressure off law enforcement. It takes pressure off the emergency room. And it also allows for the downtown merchants and residents to find a solution for some folks who have battled homelessness for a number of reasons. But regardless allow them to have somewhere to go. So I’d like to do eight thousand dollars for that one. I put that in the form of a motion.

KEN WATERS: Second.
TOMMY DUNN: Have a motion Mr. Wooten and second by Ms. Wilson. All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously. Anything else, Mr. Wooten?

CRAIG WOOTEN: No, sir.

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: Thank you, Mr. Chairman. I have several of them. From District 7's recreation account please appropriate to the Salvation Army a thousand dollars. For the Pelzer Heritage Commission thirty-five hundred dollars. For the Clemson Cooperative Extension for their livestock show five hundred dollars. For the town of West Pelzer for their recreation programs twenty-five hundred dollars. And that I put in the form of a motion.

TOMMY DUNN: Motion Ms. Wilson. Have a second?

TOM ALLEN: Second.

TOMMY DUNN: Second Mr. Allen. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries. Ms. Wilson, anything else?

CINDY WILSON: Yes, sir. From District 7's paving account, please accept these for appropriations. The town of Pelzer seventeen thousand dollars. West Pelzer twenty-five thousand dollars. Williamston fifty-two thousand dollars. And Honea Path forty-eight thousand dollars to count towards their matches and other work. And I also wanted to request that Mr. Burns talk with our Roads and Bridges Department about some riprap for the towns of Williamston and Honea Path for some serious issues they have there. I put that in the form of a motion.

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

RUSTY BURNS: Mr. Chairman.

TOMMY DUNN: Uh-huh.

RUSTY BURNS: On Ms. Wilson’s second request, for the riprap that will go in Dogwood Park, that is six thousand dollars -- up to six thousand dollars. It’s a little be less. But that should come from the accommodations tax because that is tourism related. So if we could have that stated that way, the money would come from there.

TOMMY DUNN: We’ll come back to that.

CINDY WILSON: So Spring Water Park, they had requested, too.

TOMMY DUNN: Did you make that -- add that to your motion, Ms. Wilson?
CINDY WILSON: I would request that Mr. Burns work with all of us to find some accommodations funding for the riprap needed in Williamston Spring Water Park and for Honea Path’s Dogwood Park.

TOMMY DUNN: We have a second?

TOM ALLEN: Second.

TOMMY DUNN: Second Mr. Allen. Any discussion? All in favor of the motion show of hands.

CINDY WILSON: That covers all of the funds we have.

TOMMY DUNN: Okay. Ms. Floyd, you have anything?

GRACIE FLOYD: I have only one thing and that’s for the Eastside Community that’s around down there near the Walker Park area. They are -- I would like to allocate six hundred dollars from the District 2’s recreation account to go down there. They are already in the files with the 501(c)(3). That’s the only thing I have.

TOMMY DUNN: Have a motion Ms. Floyd.

CINDY WILSON: Second.

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

From District 5's recreation account, I’d like to appropriate fifteen hundred dollars to Anderson Life Crises Pregnancy Center, two thousand dollars to the Salvation Army and five hundred dollars to County 4-H Clemson Cooperative Extension Service. Put that in the form of a motion.

KEN WATERS: Second.

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

TOM ALLEN: Mr. Chair.

TOMMY DUNN: Mr. Allen.

TOM ALLEN: I want to complement the Salvation Army, too, on the work they do. And I just have a question. Did we -- how can I put this -- get enough scrapped together tonight?

RUSTY BURNS: Five hundred dollars more to make twenty, counting the contribution Mr. Wooten solicited from the United Way.

TOMMY DUNN: We’re five hundred dollars short.

GRACIE FLOYD: Do what?
TOM ALLEN: Five hundred more?
RUSTY BURNS: If my math is correct.
TOM ALLEN: Okay. That’s what I was wondering.
RUSTY BURNS: Good to be wondering. I think it’s at nineteen five and I believe the request from the Salvation Army was for twenty. United Way, Mr. Wooten contacted the United Way. They’re going to put in five thousand dollars. Mr. Wooten pledged eight thousand dollars. Mr. Waters put in a thousand. Mr. Allen put in two thousand. You put in ---
TOMMY DUNN: Two thousand.
RUSTY BURNS: Two thousand. You put in fifteen hundred.
RAY GRAHAM: It was actually twenty-one thousand what they requested.
RUSTY BURNS: How much is that? And I missed Ms. Wilson.
GRACIE FLOYD: What’s it for?
RUSTY BURNS: Looks like we’re good.
Opinion of legal counsel is that we’re there, Mr. Chairman.
TOMMY DUNN: Okay. All right. Thank you, Mr. Allen.
Moving on now to Item number 13, Administrator’s Report.
RUSTY BURNS: Nothing at this time, Mr. Chairman.
TOMMY DUNN: Thank you.
At this time we’ll move on to Citizens Comments. Mr. Harmon calls your name please state your name and district for the record. Address the Chair, please. You have three minutes.
LEON HARMON: Mr. Chairman, we have one citizen signed up. Elizabeth Fant.
ELIZABETH FANT: Sit back down. Elizabeth Fant, District 3. I can see that we’ve got a lot of good things going on, especially these committees. Been a lot of work this summer. Even though there hasn’t been meetings on necessarily the prescribed days, there’s been a lot of work going on.
I have a concern about the fact that we may be overbuilding -- overbuilding hotels, overbuilding houses, overbuilding trailer parks. All of this, it’s great when we have companies come in and we have more jobs, more people. But we’re not paying attention to the infrastructure; the roads, the sewer, and all the things that have to support that. I don’t know who thought up this thing about the hotel downtown, but I think it’s a terrible idea. And I think it’s
certainly a slap in the face of the man who set up Bleckley Inn and his events center down there. He put a lot of his money into that, his heart and soul. Why you would want to have a hotel down there at his backdoor, I have no idea who thought that idea up. If you want to put a hotel where it won’t impact downtown traffic so much, why not somebody go and buy the property that used to be City Seed? It’s a wonderful property, it faces on Murray. It’s near the United Way. It’s got land. It’s got opportunities for parking expansion. Also I’m concerned about what is going to go in back here where the old Bailes building is. You’ve already short on parking. Water and sewer downtown, downstair. Those of us who park oftentimes have to park on the front side of that. I don’t know what you’re planning on doing for people parking because we’re already in a pinch.

TOMMY DUNN: Mr. Harmon.
LEON HARMON: No one else is signed up, Mr. Chairman.

TOMMY DUNN: Thank you, Mr. Harmon.

Comments from Council members. Mr. Waters.
KEN WATERS: Can we take a break since I missed last meeting I’ve got a lot I want to say.
TOMMY DUNN: I’ve got a lot to say to you since you missed last meeting.
KEN WATERS: Mr. Wooten, are you going to mention your flowers down there?
CRAIG WOOTEN: Yes.
KEN WATERS: Okay, I won’t mention them then. I’d just like to say, you know, we’ve been talking about motels. Well, I had some plumbing issues at my house the other night and so I stayed at a motel in beautiful downtown Powdersville. So sometimes those things come in pretty handy. And I did pay the accommodations tax there also. But anyway, that’s all I have to say. Thank you, Mr. Chair.

TOMMY DUNN: Thank you, Mr. Waters. Mr. Allen.
TOM ALLEN: Yeah, Mr. Chair. Just very quickly regarding the parking situation. Most of the comments made tonight are absolutely true. A lot of the parking spaces by the police department are going to be gone. But it’s my understanding that across the street, and Rusty, maybe you can help me, there’s two old buildings over where what used to be that’s going to be torn down for parking for the ---
RUSTY BURNS: I believe you’re referring to where the old funeral home used to be?
TOM ALLEN: Yeah. Yeah. Yeah. It’s going to become parking. And also, there is a big parking garage downtown that is basically vacant.

RUSTY BURNS: And the city is currently doing a parking study of all downtown. And so that should be ready in about four to five weeks.

TOM ALLEN: Okay. All right. That was the only comment I had. Thanks.

TOMMY DUNN: Thank you, Mr. Allen. Ms. Floyd.

GRACIE FLOYD: Mr. Wooten,

congratulations.

CRAIG WOOTEN: Thank you.

GRACIE FLOYD: Is this your first daughter?

CRAIG WOOTEN: Yes.

GRACIE FLOYD: It’s your only daughter I meant. Well, your first. I can say that.

CRAIG WOOTEN: Yes, ma’am. It’s our only daughter.

GRACIE FLOYD: Well, congratulations.

Every father needs a daughter so she can wrap you around her finger. I want to, I know that the cameras aren’t here tonight, but I sure wanted to make a statement concerning my recreation account.

Now I know it has been said that some of you use your recreation account that you think is nothing but a slush fund. Well, mine is not a slush fund. We got in a lot of trouble about that same words slush funds a couple of years ago. I don’t know if you all have been around to remember that. But mine is not a slush fund. I do not give money by letter. I get letters all of the time for money. I don’t do that. I don’t think it’s fair to the taxpayers that I don’t know where -- the District 2 taxpayers to know -- if I don’t know where the money is going and what it’s for. So if you need tax -- you need some rec fund -- it’s got to be recreational because the ordinance says it’s a recreational purposes. But if you have a need and you need money for your recreational purpose and you have a 501(c)(3) I think I pronounced it correctly, please don’t write me, call me. I’m worthy to be talked to on behalf of the people whose money it is. Call me and tell me what your need -- what your needs are and let me know what you’re going to do with it and then I will be more -- if it’s legit, I would be more than happy to support your organization. If you will look at my history, you will see that most of my money has gone -- in fact, all of my money has gone to recreational purposes. We have some folks in Anderson
who aren’t even -- who don’t even know that we have
money for recreational. But anyway, that’s a District
2 and District 2 only. The others do theirs their
way. But I don’t handle slush funds.

The hotel vacancies. Folks, let’s be careful
here. Let’s be careful here. Can we accommodate
another hotel? With -- how many rooms, Mr. Burns?

RUSTY BURNS: Eighty.

GRACIE FLOYD: Eighty rooms. Boy, to make
some money, you got to have those rooms occupied
almost every night. That’s not going to happen here
in Anderson. Every night. But to take the parking
spaces, to take your parking spaces away from us. You
know, I am partially handicapped. All right. Where
am I supposed to park? I went behind that thing,
behind the building and I fell there. So I have to
depend on the parking on the street. If they have the
hotel and they’re going to take all of the back ones,
where are people like me supposed to park? You may
not worry about it today, but next week, week after
next, couple of years from now, if you’re still here
in Anderson, you’re going to be worried about it.

Thank you.

TOMMY DUNN: Mr. Graham.

RAY GRAHAM: Thank you, Mr. Chairman.

Just want to commend the Salvation Army for the job
you guys do. Definitely think it’s an honor to be
able to support you guys on the program that you are
working on with the homeless. Downtown Anderson is
not actually my district, but I do realize that
Anderson County on the whole could move further so
much quicker with y’all’s assistance with the issue we
have with the homeless downtown.

When I first got on city police department, I
never even imagined the type of problems we have
downtown with homeless people. You know, whether it’s
they’ve gotten down on their luck, whether it’s just
situations that they’ve put themselves in or
situations they didn’t have no control over, we’ve got
a serious issue here. And to see you guys step up and
I’ve worked with you guys many a times as far as
bringing people to your door at night to, you know,
get shelter. And again, it’s just a great program
that y’all offer. I’m glad to see my fellow Council
members supporting you guys on this. And hopefully we
can continue moving forward and making it better for
Anderson County for all citizens, even the homeless
ones. Thank you, guys for what you do.

TOMMY DUNN: Thank you, Mr. Graham. Mr.

Wooten.
CRAIG WOOTEN: Yes, looks like we’ve got a solid Celebrate Anderson lineup coming, so I think that’s going to be a big Labor Day weekend. I wanted to just, you know, comment briefly that it seems like there’s been some solid videography and media on line for some things and events coming in the county. I think that’s been key because we’ve had a lot of good things going on and communications and getting the word out to different constituencies and different districts about items. I think it’s going to be important moving into the future. I would actually like to look at that going into next year about how we can maybe provide some resources or some contract solutions to help the media department even have a further reach.

But to end it, I’d like to say thank you for all the best wishes. Margo Wooten was born exactly two weeks ago and she’s seven pounds, fourteen ounces. And that’s my fourth child so I’ve been telling everybody I wasn’t counting on retirement, but now I know I’m working here on out. But the county, the staff, other Council members have been so gracious to me and I really appreciate your kind words and best wishes. Thank you so much.

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

CINDY WILSON: Thank you, Mr. Chairman. Mirroring what others have said about our Salvation Army here, it’s an incredible ministry that you perform and our Coordinating Council for Criminal Justice and others are working really hard to try to define what is simple or complex mental illness and drug abuse and that sort of thing and try to channel those people into better directions. Maybe not into jail and put the serious offenders in jail. But try to cut down on recidivism. So that’s important and we’re very grateful to y’all for that.

We’re hoping to do another Planning and Public Works committee meeting. Dr. Parkey and his staff are working really hard to come up with upgraded solutions for some of our subdivision issues.

And I wonder if Mr. Waters and Mr. Wooten might be available Monday at noon and that is the 27th? Would that work for y’all?

KEN WATERS: I don’t see a problem for me. Mr. Wooten, whatever.

CINDY WILSON: Okay. Can you do earlier, Mr. Waters?

KEN WATERS: Yeah. That’ll be fine.

CINDY WILSON: What time?
KEN WATERS: Oh, I haven’t got my makeup on by 8:30.

CINDY WILSON: We’ll have donuts and coffee for Mr. Waters. Okay. 8:30, then. All right. Thank y’all.

TOMMY DUNN: Mr. Burns, you have something?

RUSTY BURNS: I’m sorry. I let Mr. Waters down. Mr. Waters wanted to make an appropriation of fifty thousand dollars for the new road in Powdersville that has done a great deal to relieve the traffic up there. Mr. Waters.

KEN WATERS: Yeah, I apologize for that.

RUSTY BURNS: I forgot. I was supposed to remind you.

KEN WATERS: Yeah. All right. That’s good. I’d like to make a motion to appropriate fifty thousand dollars from the paving fund for the new road at the -- between the Powdersville High School -- I’m sorry the Powdersville Middle School and Elementary School.

TOMMY DUNN: That’s District 6?

KEN WATERS: Yeah. District 6 paving fund. I bring that in the form of a motion.

TOMMY DUNN: Have a motion. Have second?

TOM ALLEN: Second.

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

RUSTY BURNS: Two more brief things, Mr. Dunn. This morning representatives from the Abney Foundation went to the Anderson County PAWS facility and brought a check for a hundred thousand dollars for our new dog park at the animal shelter. No fanfare, nothing. They walked in and we just want to thank Buck Fulp and Dr. Lisa McWhorter and Mr. Carl Edwards for that generous contribution of a hundred thousand dollars.

And also thank representative Brian White who assisted us in finding seven hundred thousand dollars more for sewer projects in Anderson County.

TOMMY DUNN: Thank you. And Mr. Burns, make sure to get them a letter, especially the Abbey Foundation who in years past when anyway we’ve had a shortage of food crisis at the animal shelter or blankets or whatnot, they’ve always stepped forward and appreciate them what all they do.

Also the Salvation Army, appreciate y’all, what
y'all have done for Anderson County over the years and
look forward to working with y'all in the future. Do
great work.

Want to thank Mr. Burns. And everybody come out
for Celebrate Anderson. Help out the employees picnic
and whatnot and greet employees whatnot. Mr. Burns.

RUSTY BURNS: Mr. Dunn, we have
approximately one thousand people who work for
Anderson County. We’ve received nine hundred
responses that they will be there, so I think all the
county employees will be at the Family Picnic leading
up to Celebrate Anderson.

TOMMY DUNN: That’s great. Appreciate
everybody. Meeting will be adjourned.

(MEETING ADJOURNED AT 7:39 P.M.)
ORDINANCE NO. 2018-027

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE PURCHASE AGREEMENT IN AN AMOUNT NOT EXCEEDING $5,400,000 RELATING TO THE LEASING AND PURCHASING OF CERTAIN VEHICLES, EQUIPMENT AND PERSONAL PROPERTY, THE EXECUTION OF NECESSARY DOCUMENTS AND CLOSING PAPERS, AND OTHER MATTERS RELATING THERETO.

WHEREAS, Anderson County, South Carolina (the "County") is a body corporate and politic and a political subdivision of the State of South Carolina, and as such possesses all general powers granted to counties;

WHEREAS, the County is authorized to acquire and lease property by means of lease-purchase arrangements and such arrangements do not constitute debt within the meaning of the limitation set forth at Article X, Section 14, paragraph (7)(a) of the Constitution of the State of South Carolina, 1895, as amended, and shall constitute only a current expense of the County in each fiscal year;

WHEREAS, lease-purchase arrangements excluding real property and improvements and fixtures thereon do not constitute "financing agreements" for the purposes of Section 11-27-110 of the Code of Laws of South Carolina 1976, as amended, such that the amount financed would be taken into account for the purposes of determining the legality of the transaction and the amount financed;

WHEREAS, the County Council of Anderson County, the governing body of the County (the "County Council"), has determined that the need exists at the present time to acquire various vehicles, equipment, and personal property, all as set forth at Exhibit A attached hereto (collectively, the "Equipment"). The total cost of the Equipment is estimated to be approximately $5,300,000;

WHEREAS, the Equipment is essential to the operations of the County;

WHEREAS, the Equipment shall be acquired by and titled in the name of the County;

WHEREAS, the County Council has determined that it would be in the best interests of the County to acquire the Equipment pursuant to a lease-purchase financing; and

WHEREAS, the financing of the Equipment shall be in an amount not to exceed $5,400,000.

NOW, THEREFORE, BE IT ORDAINED, by the County Council as follows:
Section 1  Authorization for Lease Purchase Financing, Ratification of Prior Action

The County hereby determines to finance the acquisition of the Equipment through and pursuant to the terms of a lease purchase arrangement (the “Financing”) in accordance with the terms and conditions of this ordinance (this “Ordinance”). The County hereby ratifies and approves the actions previously taken by the County Administrator of the County (the “County Administrator”) and the Central Administrative Services Director/Purchasing Manager of the County to seek bids for the Financing from financial institutions and award the Financing, on a preliminary basis, to the lessor offering the most advantageous terms to the County in the discretion of the County Administrator (the “Approved Lender”). County Council hereby approves Zions Bancorporation, or ZB, N.A., as the Approved Lender. Should the presently contemplated Approved Lender and the County be unable to reach acceptable terms for the Financing, the County Administrator is directed to initiate negotiations and consummate the Financing with any other lessor that responded to RFP# 19-010 without the necessity of further action or authorization by County Council, and deem such lessor the Approved Lender.

Section 2  Certain Delegations to the County Administrator

The County Council hereby delegates to the County Administrator the authority to determine: (a) whether to separate the Financing into multiple transactions, (b) whether to undertake any portion of the Financing on a tax-exempt basis, (c) the amount of the Financing, including any costs of issuance associated therewith, not to exceed $5,400,000 in the aggregate (the “Lease Amount”), (d) the final Lease Amount, term, closing date, and other material terms for the Financing not inconsistent with this Ordinance, (e) whether to covenant to include all Lease Payments (as defined below) due in a subject fiscal year in the corresponding proposed annual budget of the County for first reading, (f) whether to covenant to provide notice to the Approved Lender in a timely manner in the event County Council determines not to include all amounts due and owing on the Lease Amount (the “Lease Payments”) in the budget for a subject fiscal year, (g) under what terms to authorize the possession or transfer of the Equipment to the Approved Lender and to memorialize such terms in the Financing Documents (as defined below), and (h) under what circumstances to allow an assignment from the Approved Lender to a successor institution, provided that in no event shall such assignment result in increased Lease Payments.

Section 3  Execution and Implementation of Financing Documents

All financing contracts and all related documents for the closing of the Financing (the “Financing Documents”) shall be consistent with the terms provided herein. Without further authorization, the County Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Financing Documents to the Approved Lender in the name of and on behalf of the County. The County Administrator is hereby directed and authorized to hold executed copies of the Financing Documents until the conditions for delivery of the Financing Documents have been completed to his satisfaction. The Financing Documents shall be in such final form as the County Administrator shall approve, with the County Administrator’s release of any Financing Document for delivery constituting conclusive evidence of such officer’s final approval of the final form of any of the Financing Documents.
The Chairman of County Council, the Central Administrative Services Director/Purchasing Manager of the County, the Finance Manager of the County, and the Clerk to County Council are severally authorized execute, acknowledge, and deliver such documents, and to take all such further action, as the County Administrator may consider necessary or desirable, upon advice of counsel, to carry out the Financing as contemplated by the provisions of this Ordinance. The Clerk to County Council is authorized to affix the seal of the County to any of the Financing Documents and attest thereto.

Section 4  Current Expense of the County, Subject to Non-Appropriation

Lease Payments shall be payable from an appropriation for each fiscal year and shall constitute a current expense of the County. Lease Payments required under the Financing Documents shall be and are subject to the availability and appropriation of funds in subsequent fiscal years. The Financing Documents shall include a statement to this effect.

Section 5  Tax Covenants

For any portion of the Financing which the County Administrator determines to undertake on a federally tax-exempt basis, the County Administrator may covenant on behalf of the County that the County shall not take or omit to take any action the taking or omission of which shall cause its interest payments on the Financing to be includable in the gross income for federal tax purposes of the registered owners of the Financing.

Section 6  Costs and Expenses

The County understands that certain costs of issuance are associated with the Financing and the County agrees that all such costs will be timely paid upon the closing of the Financing Documents and may be included in the Lease Amount.

Section 7  General Repealer; Severability

All prior actions of County officers in furtherance of the purposes of this Ordinance are hereby ratified, approved and confirmed. All resolutions or ordinances (or parts thereof) in conflict with this Ordinance are hereby repealed, to the extent of the conflict. To the extent any portion of this Ordinance is declared to be invalid or unenforceable by a court of competent jurisdiction, such invalid or unenforceable portions are hereby declared to be severable and the remaining portions shall continue in full force and effect.

Section 8  Effective Date

This Ordinance shall become effective immediately upon third reading by County Council.
ORDAINED in meeting duly assembled this 4th day of September, 2018.

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey Croegaert
Anderson County Clerk to Council

Approved as to form:

Leon C. Harmon
Anderson County Attorney

ANDERSON COUNTY COUNCIL

Tommy Dunn, Chairman

First Reading: August 7, 2018
Second Reading: August 21, 2018
Public Hearing: September 4, 2018
Third Reading: September 4, 2018
## EXHIBIT A

Description of Vehicles, Equipment, and Personal Property

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DEPARTMENT</th>
<th>DESCRIPTION</th>
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**Total borrowing**  
$5,300,000
AN ORDINANCE AUTHORIZING THE ADDITION OF BAILTUCK, LLC AS A SPONSOR AFFILIATE TO THAT CERTAIN FEE AGREEMENT, DATED AS OF DECEMBER 1, 2012, BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND SARGENT METAL FABRICATORS, INC.; AND OTHER MATTERS RELATING TO THE FOREGOING.

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 the Code of Laws of the State of South Carolina, 1976, as amended (the “Code”), including, without limitation, Titles 4 and 12, including, particularly, Chapter 44 of Title 12 of the Code (collectively, the “Act”), and the case law of the Courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective developers as inducements for economic development within the County; to acquire, or cause to be acquired, properties (which such properties constitute “projects” as defined in the Act) and to enter into agreements with any business to construct, operate, maintain and improve 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 of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, tourism or other public benefits not otherwise provided locally; and

WHEREAS, Sargent Metal Fabricators, Inc. (the “Company”), a South Carolina corporation, duly authorized to do business in South Carolina, and, in fact already doing business in the County, having already invested in excess of $7,000,000 in manufacturing property in the County and having gone from approximately 50 employees in 2003 to approximately 100 employees in Anderson County in 2011, entered into a new Fee in Lieu of Tax Agreement with the County, dated as of December 1, 2012 (the “Fee Agreement”), for a Project involving the investment of at least an additional Two Million Five Hundred Dollars ($2,500,000) in Anderson County and the creation of at least twenty (20) new full-time jobs in Anderson County; and

WHEREAS, the Act allows the addition of Sponsor Affiliates to fee in lieu of tax agreements, to join in the authorized investment and job creation for the Projects, and Bailtuck LLC, a South Carolina limited liability company desires to be added to the Fee Agreement as a Sponsor Affiliate, to participate in the investment and job creation of the Project with the
Company, and the Company likewise desires for Bailtuck, LLC to become a Sponsor Affiliate under the Fee Agreement, pursuant to the Act; and

WHEREAS, Bailtuck, LLC is already a party to a previous fee in lieu of tax agreement between the Company and the County and therefore well known to the County as being closely affiliated with the Company and therefore a likely Sponsor Affiliate under the Fee Agreement; and

WHEREAS, the County desires to add Bailtuck, LLC to the Fee Agreement as a Sponsor Affiliate, to invest in the Project and create additional jobs in the County, all in accordance with and pursuant to the Act, and has had created a Joinder Agreement, attached hereto as Attachment A, for that purpose:

NOW, THEREFORE, BE IT ORDAINED by Anderson County, South Carolina, as follows:

Section 1. As contemplated by the Act and based on the representations of the Company as recited herein, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a “project” as said term is referred to and defined in the Act, and will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing employment, services, recreation and other public benefits not otherwise provided locally;

(c) Neither the Project, nor any documents or agreements entered into by the County in connection therewith will constitute or give rise to any pecuniary liability of the County or a charge against its general credit or taxing power;

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

(e) The benefits of the Project to the public are greater than the costs to the public;

(f) The Fee Agreement will require the Company, and Bailtuck, LLC, as Sponsor Affiliate, to make fee-in-lieu of tax payments in accordance with the provisions of the Act; and

(g) The fee-in-lieu-of-tax payments referred to in item (f) above shall be calculated as specified in Section 5.01 of the Fee Agreement.

Section 2. Bailtuck, LLC is hereby authorized to become a Sponsor Affiliate under the Fee Agreement through and pursuant to the Act, by and through execution, along with the Company and the County, of the Joinder Agreement attached hereto as Attachment A and hereby incorporated herein by reference as fully as if set forth verbatim herein. The Chairman of County
Council and the County Administrator are hereby authorized and directed to execute and deliver the Joinder Agreement to Bailtuck, LLC and the Company for their subsequent execution. Attachment A is to be in the same form as attached hereto, or with such minor revisions thereto as are not inconsistent herewith nor materially adverse to the County.

Section 3. All other terms and provisions of the Fee Agreement not explicitly modified or amended hereby remain in full force and effect. The sole purpose of this ordinance is to add Bailtuck, LLC to the existing Fee Agreement, with the consent of the Company and the County.

Section 4. The Chairman of County Council, the County Administrator, and the Clerk to the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary or proper to effect the execution and delivery of the Joinder Agreement, and the performance of all obligations of the County under and pursuant to the Joinder Agreement.

Section 5. The Chairman of County Council, the County Administrator, and the Clerk to the County Council, and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 6. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision 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 7. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict only, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]
Done in meeting duly assembled this 4th day of September, 2018.

ANDERSON COUNTY COUNCIL:

__________________________
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

__________________________
Rusty Burns
Anderson County Administrator

__________________________
Lacey Croegaert
Anderson County Clerk to Council

Approved as to form:

__________________________
Leon Harmon
Anderson County Attorney

First Reading:  August 7, 2018
Second Reading: August 21, 2018
Third Reading:  September 4, 2018
Public Hearing: September 4, 2018
ATTACHMENT A

FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee in Lieu of Tax Agreement, effective as of December 1, 2012 ("Fee Agreement"), between Anderson County, South Carolina ("County") and Sargent Metal Fabricators, Inc. ("Company").

1. Joinder to Fee Agreement.

Bailtuck LLC hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement except the following: [None]; (b) acknowledges and agrees that (i) in accordance with the Act, the undersigned has been designated as a sponsor affiliate by the Company for purposes of the Project and that designation has been consented to by the County according to the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a sponsor affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) the undersigned has all of the rights and obligations of the Company as set forth in the Fee Agreement. The Company, by execution hereof, requests and consents to the addition of Bailtuck, LLC to the Fee Agreement as a sponsor affiliate under the Act.

2. Capitalized Terms.

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


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

4. Notice.

Notices under Section 12.03 of the Fee Agreement shall be sent to:

Bailtuck LLC
Attn: Mr. Tim Hayden
5500 Airport Road
Anderson, South Carolina 29621

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

______________________________
Date

Name of Entity: Bailtuck LLC
By: __________________________________
Its: __________________________________
AND THE COMPANY has requested and agreed to the addition of Bailtuck, LLC to the Fee Agreement as a Sponsor Affiliate.

Date

Name of Entity: Sargent Metal Fabricators, Inc.
By: 
Its: 

1833504v2
ORDINANCE NO. 2018-032

AN ORDINANCE TO RETURN REAL PROPERTY LOCATED ON PEARMAN DAIRY ROAD (TMS NO. 095-00-09-012) TO ATLANTA BAKING COMPANY, INC. WHICH WAS DEEDED TO ANDERSON COUNTY BY ATLANTA BAKING COMPANY, INC. ON SEPTEMBER 21, 1981, TO FACILITATE AN INDUSTRIAL DEVELOPMENT REVENUE BOND PROJECT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Atlanta Baking Company, Inc. deeded property located on Pearman Dairy Road (TMS No. 095-00-09-012) to Anderson County on September 21, 1981 by Warranty Deed recorded in Book 19Q, Page 813;

WHEREAS, the Warranty Deed to Anderson County and Installment Purchase Agreement between Anderson County, South Carolina and Atlanta Baking Company, Inc. dated as of September 21, 1981 (recorded in Book 19-Q, Page 814) related to an Industrial Development Revenue Bond Project;

WHEREAS, this Industrial Development Revenue Bond Project is no longer shown on the conduit debt list maintained by the Anderson County Finance Department;

WHEREAS, Atlanta Baking Company, Inc. has paid taxes on the property with TMS No. 095-00-09-012;

WHEREAS, Atlanta Baking Company has requested that Anderson County deed the property with TMS No.: 095-00-09-012 back to Atlanta Baking Company, Inc.; and

WHEREAS, Anderson County is authorized under Title 4 of the Code of Laws of South Carolina, as amended, to leave, sell or otherwise dispose of real and personal property.

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

1. The Anderson County Council hereby approves the return of the real property identified by Tax Map No.: 095-00-09-012 to Atlanta Baking Company, Inc., the purpose for which it was deeded to Anderson County, South Carolina to facilitate an Industrial Development Revenue Bond project having been completed. The County Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver all documents in the name of and on behalf of Anderson County, South Carolina to carry out the transactions contemplated by this Ordinance.

2. 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.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by a Court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

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

**ORDAINED** in meeting duly assembled this 4th day of September, 2018.

**ATTEST:**

Rusty Burns  
Anderson County Administrator

Tommy Dunn, Chairman  
Anderson County Council

Lacey A. Croegaert  
Clerk to Council

**APPROVED AS TO FORM:**

Leon C. Harmon  
Anderson County Attorney

First Reading: August 7, 2018

Second Reading: August 21, 2018

Third Reading: September 4, 2018

Public Hearing: September 4, 2018
ORDINANCE NO. 2018-031

A THIRD SUPPLEMENTAL ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF ANDERSON COUNTY, SOUTH CAROLINA, SOLID WASTE SYSTEM REVENUE BONDS, SERIES 2018, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING $2,800,000; FIXING THE FORM AND CERTAIN DETAILS OF THE BONDS; AUTHORIZING THE CHAIRMAN OF COUNTY COUNCIL, THE COUNTY ADMINISTRATOR AND THE FINANCE DIRECTOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.
BE IT ORDAINED BY THE COUNTY COUNCIL OF ANDERSON COUNTY, SOUTH CAROLINA, IN MEETING ASSEMBLED:

Section 1 Definitions

The terms in this Section 1 and all words and terms defined in General Bond Ordinance No. 2008-049 enacted by the Council on October 21, 2008 (except as herein otherwise expressly provided or unless the context otherwise requires) shall for all purposes of this Third Supplemental Ordinance have the respective meanings given to them in the General Bond Ordinance and in Section 1 hereof.

“Act” shall mean Title 6, Chapter 21, Code of Laws of South Carolina 1976, as amended (being the Revenue Bond Act for Utilities), pursuant to which the Series 2018 Bonds are being issued, and, for all purposes other than the authorization to issue the Series 2018 Bonds and the procedures therefor, “Act” shall have the meaning ascribed to it in the General Bond Ordinance.

“General Bond Ordinance” shall mean General Bond Ordinance No. 2008-049, enacted by the Council on October 21, 2008, authorizing and providing for the issuance of Solid Waste System Revenue Bonds of the County.

“Interest Payment Date” shall mean April 1 and October 1 of each year, commencing October 1, 2019, or such other date as determined by the Chairman of County Council and the County Administrator.

“Paying Agent” shall mean either the Custodian or the County, as determined by the Chairman of County Council upon the issuance of the Series 2018 Bonds.

“Principal Payment Date” shall mean April 1 of each year until the Series 2018 Bonds mature.

“Purchaser” shall mean the initial purchaser of any of the Series 2018 Bonds.

“Registrar” shall mean either the Custodian or the County, as determined by the Chairman of County Council upon the issuance of the Series 2018 Bonds.

“Second Supplemental Ordinance” shall mean that Supplemental Ordinance enacted April 15, 2014 providing for the issuance and sale of the Series 2014 Bond.

“Series 2014 Bond” shall mean that $1,785,000 Solid Waste System Revenue Refunding Bond, Series 2014, dated May 8, 2014, issued pursuant to the General Bond Ordinance and the Second Supplemental Ordinance.

“Series 2018 Bond and Interest Redemption Fund” shall mean the fund established pursuant to Section 5 hereof to provide for the payment of the principal and interest on the Series 2018 Bonds.

“Series 2018 Bonds” shall mean the Anderson County, South Carolina, Solid Waste System Revenue Bonds, Series 2018, in the aggregate principal amount of not exceeding $2,800,000 authorized to be issued hereunder.

“Series 2018 Construction Fund” shall mean the fund established pursuant to Section 6 hereof to pay the Costs of Acquisition and Construction related to the Project and the Series 2018 Bonds.
“Third Supplemental Ordinance” shall mean this Third Supplemental Ordinance, providing for the issuance of the Series 2018 Bonds.

Section 2  Findings and Determinations

The Council hereby finds and determines:

(a) This Third Supplemental Ordinance supplements the General Bond Ordinance, constitutes and is a “Supplemental Ordinance” within the meaning of such quoted term as defined and used in the General Bond Ordinance, and is enacted under and pursuant to the General Bond Ordinance and the Act.

(b) The Series 2018 Bonds constitute and are “Bonds” within the meaning of the quoted word as defined and used in the General Bond Ordinance.

(c) The Series 2018 Bonds are being issued for the purpose of (i) defraying the costs of System improvements, to include the expansion and conversion of certain landfill facilities and the purchasing of certain equipment and apparatus to serve the System (the “Project”); and (ii) paying the Costs of Issuance of the Series 2018 Bonds.

(d) Pursuant to the Act and the General Bond Ordinance, the County has previously issued the Series 2014 Bond and which is currently outstanding in the principal amount of $365,000.

(e) The Revenues pledged under the General Bond Ordinance are not currently encumbered by any lien and charge thereon on pledge thereof, other than the lien and charge thereon and pledge created by the General Bond Ordinance, and the Second Supplemental Ordinance for payment and security of the Series 2014 Bond.

(f) There does not exist an Event of Default, nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute such Event of Default.

(g) The period of usefulness of the System is in excess of thirty (30) years from the date hereof.

(h) The Council further finds and determines:

(i) The issuance of the Series 2018 Bonds is authorized under and pursuant to an Ordinance supplemental to the General Bond Ordinance as provided in Article III of the General Bond Ordinance.

(ii) Prior to the issuance of the Series 2018 Bonds there shall be filed with the Custodian a certificate of the Chairman of County Council and County Administrator as to compliance with Section 3.3.A of the General Bond Ordinance.

(iii) Prior to the issuance of the Series 2018 Bonds there shall be delivered a report from the County Administrator or an Accountant in compliance with Section 3.3.C of the General Bond Ordinance.

(iv) The Reserve Fund Requirement shall be $0.

(v) The estimated Costs of Acquisition and Construction of the Project are $2,800,000 and will be financed with the proceeds of the Series 2018 Bonds.
(i) It is in the best interest of the County to issue the Series 2018 Bonds in the aggregate principal amount of not exceeding $2,800,000 in accordance with the Act, the General Bond Ordinance and this Third Supplemental Ordinance for the purposes set forth above.

Section 3  Authorization and Details of the Series 2018 Bonds; Delegation of Authority to Determine Certain Matters Relating to the Series 2018 Bonds; Form of Series 2018 Bonds; Sale of Series 2018 Bonds

(a) There are hereby authorized to be issued, in one or more series, solid waste system revenue bonds of the County, to be designated “Anderson County, South Carolina, Solid Waste System Revenue Bonds”, with appropriate series designation, in the aggregate principal amount of not exceeding $2,800,000. The proceeds of the Series 2018 Bonds shall be used for the purposes set forth in Section 2(c) above.

(b) Without further authorization, the Council hereby authorizes and directs the Chairman of County Council, the County Administrator and the Finance Director of the County to: (i) determine the original issue date of the Series 2018 Bonds; (ii) determine the principal amount of the Series 2018 Bonds; (iii) determine the principal and interest payment schedule for the Series 2018 Bonds; (iv) determine the redemption provisions applicable to the Series 2018 Bonds; (v) determine the date and manner of sale of the Series 2018 Bonds; (vi) approve the form of the Request for Proposals, which shall be substantially in the form attached hereto as Exhibit A, and the form of any financial information or other offering documentation to be distributed to potential purchasers of the Series 2018 Bonds consisting of such banks and other financial institutions within and without the County as the County Finance Director determines; (vii) determine the date and time for receipt of bids under the Request for Proposals; (viii) award the sale of the Series 2018 Bonds to the bidder deemed by them to offer the terms most favorable to the County in accordance with the terms of the Request for Proposals; and (ix) upon the advice of Bond Counsel, designate, or determine that the Series 2018 Bonds are deemed designated, as “qualified tax-exempt obligations” within the meaning of Section 265(b) of the Code. All actions taken prior to the date hereof by the Chairman of County Council, the County Administrator and/or the County Finance Director which are consistent with the delegation of authority in this Section 3 or in any other provision of this Third Supplemental Ordinance are hereby ratified and approved.

(c) The Series 2018 Bonds shall be represented by a single, fully registered bond; shall be registered in the name of the purchaser thereof; shall be dated the date of delivery; and shall be in the principal amount of $2,800,000 or such lesser amount as may be determined by the Chairman of County Council, the County Administrator and the County Finance Director; provided that, upon the request of the successful bidder and the approval of the Chairman of County Council, the County Administrator and the Finance Director of the County, the Series 2018 Bonds may be issued in multiple bond certificates, numbered R-1 and up, in minimum denominations of $100,000 or integral multiples of $1,000 in excess thereof. Interest on the unpaid principal amount of the Series 2018 Bonds shall be payable semiannually on April 1 and October 1 of each year, commencing October 1, 2019, until maturity, or such other dates as determined by the Chairman of County Council, the County Administrator and the Finance Director. The Series 2018 Bonds shall bear interest (calculated on the basis of a 360-day year of twelve 30-day months) from its date, payable on the Interest Payment Dates at such rate per annum as may be determined by the Chairman of County Council, the County Administrator and the Finance Director at the time of the sale thereof, subject, however, to the limitations set forth in Section 2(b)(viii) above. Principal of the Series 2018 Bonds shall be payable in annual installments on April 1 of each year, commencing April 1, 2020, in the principal amounts as determined by the Chairman of County Council, the County Administrator and the Finance Director, provided the final installment of principal on Series 2018 Bonds shall not be later than April 1, 2038. The Series 2018 Bonds shall be substantially in the form attached hereto as Exhibit B.
(d) The Series 2018 Bonds are special, limited obligations of the County and are payable solely from the Revenues of the System, as calculated pursuant to the General Bond Ordinance, and the funds and accounts pledged therefor under the General Bond Ordinance. The Series 2018 Bonds are equally and ratably secured under the General Bond Ordinance with other Bonds which have been or may be issued pursuant to the General Bond Ordinance. The Series 2018 Bonds do not constitute an indebtedness of the County within any State constitutional provisions (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation 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 powers of the County are not pledged to the payment of the principal of and interest on the Series 2018 Bonds.

(e) The Chairman of County Council, the County Administrator and the County Finance Director are further empowered to include such additional provisions in the Series 2018 Bonds as are requested by the purchaser in accordance with its proposal to purchase the Series 2018 Bonds to the extent not inconsistent with the General Bond Ordinance and this Third Supplemental Ordinance and deemed by such officials of the County to be necessary and appropriate.

(f) Prior to its purchase of the Series 2018 Bonds, each purchaser shall deliver to the County an “investor letter.” If a purchaser of the Series 2018 Bonds agrees, the Series 2018 Bonds may be sold or transferred by such purchaser only to purchasers who execute an investor letter acknowledging its purchase of the Series 2018 Bond is a means of making a commercial loan. A legend shall be placed on the face of each Series 2018 Bond setting forth transfer restrictions consistent with this paragraph and/or any other transfer restrictions deemed necessary and appropriate by the Chairman of County Council and the County Administrator.

(g) The Series 2018 Bonds shall be offered for public sale on the date and at the time designated by the Chairman of County Council, the County Administrator and the County Finance Director, Chairman of County Council, the County Administrator and the County Finance Director, or any of them, may delegate to the County’s financial advisor and/or bond counsel the responsibility for (i) publication of any required notices of the sale with respect to the Series 2018 Bonds; (ii) mailing requests for proposals to banks and other financial institutions designated by the Finance Director of the County; and (iii) receiving the proposals on behalf of the County. Proposals may be received in such form as may be approved by the County’s Finance Director, including without limitation bids or proposals by sealed bid or via email, facsimile or other electronic means. The Council hereby ratifies and approves all action taken prior to the date hereof by the Chairman of County Council, the County Administrator or the County Finance Director, or by the County’s financial advisor or bond counsel at the behest of either of them, in connection with such notice of sale, request for proposals or receipt of bids or proposals on behalf of the County.

(h) Without further authorization, the Council hereby authorizes and directs the Chairman of County Council to execute the Series 2018 Bonds in the name of the County and authorizes and directs the Clerk to Council to attest the manual signature of the Chairman of County Council under the seal of the County impressed, imprinted or reduced thereon.
The Series 2018 Bonds shall be subject to redemption on such terms as determined by the Chairman of County Council, the County Administrator and the Finance Director. In the event the Series 2018 Bonds are called for redemption, the County shall give notice of redemption by first-class mail, postage prepaid, to the registered owner thereof as shown on the Books of Registry of the County not less than ten days prior to the date fixed for the redemption thereof.

Section 5 Establishment of Series 2018 Bond and Interest Redemption Fund

In accordance with Section 6.6 of the General Bond Ordinance, the Series 2018 Bond and Interest Redemption Fund is hereby directed to be established by the Custodian on the date of original delivery of the Series 2018 Bonds for the benefit of the purchasers of the Series 2018 Bonds. In addition, there is hereby directed to be established within the Series 2018 Bond and Interest Redemption Fund an Interest Account and a Principal Account for the payment of interest and principal, respectively, on the Series 2018 Bonds as the same become due and payable. The payments from the Revenues authorized herein shall be made at the times set forth in Section 6.6 of the General Bond Ordinance.

Section 6 Establishment of Series 2018 Construction Fund

In accordance with Section 6.12 of the General Bond Ordinance, the Series 2018 Construction Fund is hereby directed to be established by the Finance Director. On the date of original delivery of the Series 2018 Bonds the moneys which may be used for the Costs of Acquisition and Construction for the Project shall be deposited therein.

Section 7 Payment of the Series 2018 Bonds

The Series 2018 Bonds are secured by a pledge of the Revenues referred to, and subject to the limitations set forth, in Section 6.3 of the General Bond Ordinance, and shall be subject to no prior liens or encumbrances other than as provided under the General Bond Ordinance and this Third Supplemental Ordinance. The Series 2018 Bonds are further secured by a security interest in the Interest Account and Principal Account in the Series 2018 Bond and Interest Redemption Fund established for the Series 2018 Bonds.

Section 8 Disposition of Proceeds of Series 2018 Bonds

The proceeds derived from the sale of the Series 2018 Bonds shall be applied and deposited to the Series 2018 Construction Fund. Pending the use of the proceeds of the Series 2018 Bonds, the same shall be invested and reinvested by the Custodian in Government Obligations. The investment earnings therefrom shall be used as provided in the General Bond Ordinance or if so required by the Code, to make any necessary rebate to the United States of America. Withdrawals shall be made from the Series 2018 Construction Fund only upon the written direction of a County Representative.

Section 9 Federal Tax Covenants

The County hereby covenants and agrees with the Holder of the Series 2018 Bonds that it will not take any action which will; or fail to take any action which failure will, cause interest on the Series 2018 Bonds to become includable in the gross income of the Holder for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Series 2018 Bonds and that no use of the proceeds of the Series 2018 Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Series 2018 Bonds would have
caused the Series 2018 Bonds to be “arbitrage bonds” as defined in the Code; and to that end the County shall:

(a) Comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Series 2018 Bonds are Outstanding;

(b) Establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and

(c) Make such reports of such information at the times and places required by the Code.

Section 10 Filings with Central Repository

In compliance with Section 11-1-85 of the South Carolina Code, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual audit of the County within thirty (30) days of the County’s receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five percent (5%) of the Revenues or the County’s tax base.

The only remedy for failure by the County to comply with the covenant of this paragraph shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an “Event of Default” under the General Bond Ordinance or this Third Supplemental Ordinance. The County specifically reserves the right to amend or delete this covenant to reflect any change in Section 11-1-85 without the consent of any Bondholder.

Section 11 Further Actions

The Chairman of County Council, the County Administrator, the Finance Director of the County, the County Attorney, the Clerk to Council, and all other officers and employees of the County are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate issuance of the Series 2018 Bonds and to carry out the intentions of this Third Supplemental Ordinance.

Section 12 Designation of Registrar; Designation of Paying Agent; Designation of Escrow Agent

The Council hereby designates Regions Bank as Registrar for the Series 2018 Bonds. The Council hereby further designates Regions Bank as Paying Agent for the Series 2018 Bonds. The Registrar and Paying Agent shall signify their acceptances of their respective duties upon delivery of the Series 2018 Bonds.

Section 13 Section Headings

The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Third Supplemental Ordinance.
Section 14  Repeal of Inconsistent Ordinances

All Ordinances of the County, and any part of any Ordinance in conflict or inconsistent with this Third Supplemental Ordinance are hereby repealed to the extent of such inconsistency.

Section 15  Effective Date

This Third Supplemental Ordinance shall become effective upon third reading by County Council.

ORDAINED in meeting duly assembled this ___ day of ________, 2018.

ATTEST: ANDERSON COUNTY COUNCIL

Rusty Burns
Anderson County Administrator

(SEAL)

Lacey Croegaert
Anderson County Clerk to Council

Approved as to form:

Leon C. Harmon
Anderson County Attorney

First Reading: August 21, 2018
Second Reading:
Public Hearing:
Third Reading:
EXHIBIT A

FORM OF REQUEST FOR PROPOSALS
EXHIBIT B

FORM OF SERIES 2018 BOND

TRANSFER RESTRICTED

THIS BOND MAY BE SOLD OR TRANSFERRED IN WHOLE OR IN PART ONLY TO A PURCHASER OR TRANSFEREE CONSTITUTING A QUALIFIED INVESTOR (AS SUCH TERM IS DEFINED IN THE HEREAFTER DEFINED THIRD SUPPLEMENTAL ORDINANCE UNDER WHICH THIS BOND IS ISSUED), AND ONLY UPON SUCH QUALIFIED INVESTOR DELIVERING TO THE CITY AN INVESTMENT LETTER IN ACCORDANCE WITH THE THIRD SUPPLEMENTAL ORDINANCE.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
ANDERSON COUNTY, SOUTH CAROLINA
SOLID WASTE SYSTEM REVENUE BOND
SERIES 2018

KNOW ALL MEN BY THESE PRESENTS, that Anderson County, South Carolina (the “County”), is justly indebted and, for value received, hereby promises to pay to __________, (the “Purchaser”), or registered assigns, but solely from the revenues hereinafter mentioned and not otherwise, the principal sum of $__________, together with interest on the principal amount hereof from time to time unpaid at the rate of ________% per annum (calculated on the basis of a 360-day year of twelve 30-day months), but solely from said revenues and not otherwise, until this Bond matures. Interest on this Bond is payable semiannually on April 1 and October 1 of each year, commencing October 1, 2019, until maturity. This Bond is payable as to principal on April 1 in each of the years and in the principal amounts as follows:

[Insert Final Maturity Schedule]

THIS BOND IS ISSUED UNDER THE PROVISIONS OF TITLE 6, CHAPTER 21, CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN STATE CONSTITUTIONAL PROVISIONS (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE NOR 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 POWERS OF THE COUNTY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

The principal amounts of this Bond maturing on or before April 1, 20__, are not subject to redemption prior to their stated maturity. The principal amounts of this Bond maturing on and after April 1, 20__ shall be subject to prepayment or redemption at the option of the County on and after April 1, 20__, as a whole at any time at the principal amount thereof and interest accrued on such principal amount to be redeemed to the date fixed for redemption, without payment of any premium or penalty. In the event this Bond is called for redemption, the County shall give notice of redemption by first-class mail, postage prepaid, to the registered owner thereof as shown on the Books of Registry of the County not less than ten (10) Business Days prior to the date fixed for redemption thereof.
This Bond is issued under, pursuant to and in full compliance with the Constitution and statutes of the State of South Carolina, including particularly Article X, Section 14(10) of the South Carolina Constitution, and Title 6, Chapter 21, of the Code of Laws of South Carolina 1976, as amended (collectively the “Act”). This Bond is issued under and pursuant to a General Bond Ordinance (the “General Bond Ordinance”), a First Supplemental Ordinance (the “First Supplemental Ordinance”) together with the General Bond Ordinance of the County (the “General Bond Ordinance), each duly enacted on October 21, 2008, a Second Supplemental Ordinance (the “Second Supplemental Ordinance”) enacted on April 15, 2014, a Third Supplemental Ordinance enacted on ______, 2018 (the “Third Supplemental Ordinance” and together with the General Bond Ordinance, the First Supplemental Ordinance and the Second Supplemental Ordinance, collectively, the “Bond Ordinance”) of the County, under the Act which the Bond Ordinance has been duly codified and indexed as prescribed by law.

The Bond Ordinance contains provisions defining terms, including the properties comprising the System; sets forth the revenues pledged for the payment of the principal of and interest on this Bond and the Bonds of other series herewith which may hereafter be issued on a parity herewith under the Bond Ordinance; sets forth the nature, extent and manner of enforcement of the security of this Bond and of such pledge, and the rights and remedies of the holder hereof with respect thereto; sets forth the terms and conditions upon which and the extent to which the Bond Ordinance may be altered, modified and amended; sets forth the terms and conditions upon which this Bond is issued and upon which other bonds may be hereafter issued payable as to principal, premium, if any, and interest on a parity with this Bond and equally and ratably secured herewith; sets forth the rights, duties and obligations of the County thereunder; and sets forth the terms and conditions upon which the pledge made in the Bond Ordinance for the security of this Bond and upon which the covenants, agreements and other obligations of the County made therein may be discharged at or prior to the maturity or redemption of this Bond with provisions for the payment thereof in the manner set forth in the Bond Ordinance. Reference is hereby made to the Bond Ordinance to all of the provisions of which any holder of this Bond by the acceptance hereof thereby assents. The provisions of the Act and the Bond Ordinance shall be a contract with the holder of this Bond.

This Bond and the interest hereon is a special obligation of the County payable solely from, and secured equally and ratably by a pledge of and lien upon, the Revenues (as defined in the Bond Ordinance) derived by the County from the operation of the System (as defined in the Bond Ordinance) and on a parity with any Series of Bonds (as defined in the Bond Ordinance) hereafter issued under the Bond Ordinance payable from such Revenues on a parity and equally and ratably secured therewith.

To the extent and in the manner permitted by the terms of the Bond Ordinance, the provisions of this Bond or of the Bond Ordinance, or any Ordinance amendatory thereof or supplemental thereto, may be amended or modified by the County with the written consent of the holders of at least sixty-six and two-thirds percent (66-2/3%) in principal amount of the Bonds then outstanding under the Bond Ordinance (including the Bond of the series of which this Bond is one); provided, that no such amendment or modification shall permit a change in the date of maturity of any installment of principal hereof or date of optional or mandatory redemption of any Bond or the date of payment of interest thereon or a reduction in the principal amount or redemption price thereof or rate of interest thereon with the consent of the holder of each such Bond affected thereby, or shall reduce the percentage of the principal amount of Bonds, the consent of the holders of which is required by the Bond Ordinance to effect such an amendment or modification.

This Bond and the interest hereon are exempt from all State, county, municipal, school County, and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.
It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and statutes of the State of South Carolina to exist, to happen and to be performed precedent to and in the issuance of this Bond, do exist, have happened and have been performed in due time, form and manner as required by law; that the series of which this Bond is a part does not exceed any constitutional or statutory limitation of indebtedness; and that provision has been made for the payment of the principal of and interest on this Bond as provided in the Bond Ordinance.

[Signature Page Follows]
IN WITNESS WHEREOF, the County Council of Anderson County, South Carolina, has caused this Bond to be executed in its name by the manual signature of the Chairman of the County Council of Anderson County, South Carolina and attested by the manual signature of the Clerk to County Council of Anderson County, South Carolina, under the seal of the County impressed, imprinted or reproduced thereon.

ATTEST: ANDERSON COUNTY COUNCIL

__________________________ ______________________________
Anderson County Clerk to Council Chairman

(SEAL)

REGISTRATION

This Bond has been registered in the name of ___________ on registration books of Anderson County, South Carolina, kept by the Registrar.

Dated this ___ day of ________________, 2018

REGIONS BANK, as Registrar

By: __________________________
   Authorized Signatory
AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within mentioned Bond Ordinance

REGIONS BANK, as Registrar

By:________________________
   Authorized Signatory

Authentication Date:
(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(please print or type name and address of Transferee and Social Security or other identifying number of Transferee)

the within Bond of and all rights and title thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: __________________________

NOTE: The signature to this assignment must correspond with the name(s) on the face of the foregoing bond in every particular, without alteration.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("Stamp") or similar program.

The following abbreviations shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common
TEN ENT -- as tenants by the entireties
JT TEN -- as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT Custodian (Cust) (Minor)
Under Uniform Gift to Minors Act of the State of

Additional abbreviations may be used though not in the list above.
ORDINANCE NO. 2018-033

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INFRASTRUCTURE CREDIT AGREEMENT AMONG ANDERSON COUNTY, SOUTH CAROLINA, THE CITY OF ANDERSON, SOUTH CAROLINA, JB FERGUSON PROPERTIES, LLC, AND ESTATE PLANNING CONSULTANTS, INC.; AND OTHER RELATED MATTERS.

WHEREAS, Anderson County, South Carolina ("County"), acting by and through its County Council ("County Council"), is authorized and empowered under Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act"), to (i) create multi-county industrial parks in partnership with counties having contiguous borders with the County; and (ii) include the property of eligible companies within such multi-county industrial parks, which inclusion under the terms of the Act makes such property exempt from ad valorem property taxes, and changes the character of the annual receipts from such property to fees-in-lieu of ad valorem property taxes ("Fee Payments");

WHEREAS, the County is further authorized by the Act to grant credits against the Fee Payments ("Infrastructure Credit") to assist a company located in a multi-county industrial park in paying the cost of (i) designing, acquiring, constructing, improving, or expanding infrastructure serving the County or the property of a company located in the multi-county industrial parks or (ii) improved or unimproved real estate and personal property used in the operation of a commercial or manufacturing enterprise located in the multi-county industrial park to enhance the economic development of the County ("Infrastructure");

WHEREAS, JB Ferguson Properties, LLC and Estate Planning Consultants, Inc. (collectively, "Company") is planning an investment in the County through the establishment of one or more mixed use commercial developments (collectively "Project") on one or more sites more particularly described on Exhibit A ("Property"), which the Company expects will result in substantial job creation and additional investment of taxable property in the County;

WHEREAS, pursuant to the authority provided in the Act, the County has developed a multi-county industrial park ("Park") with Greenville County, South Carolina, and previously amended the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, ("Park Agreement") to include the Property; and

WHEREAS, the County, as an inducement to the Company to locate the Project in the County, desires to enter the Infrastructure Credit Agreement, the substantially final form of which is attached as Exhibit B ("Credit Agreement"), to provide the company with an Infrastructure Credit against the Company’s Fee Payments with respect to the Project as a reimbursement to the Company for its expenditures on Infrastructure benefitting the County and the Project.

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

Section 1. Statutory Findings. Council determines that the Project and the Company’s expenditures on Infrastructure will enhance the economic development of the County.

Section 2. Approval of Credit Agreement. Council authorizes the execution and delivery of the Credit Agreement, and the terms of the Infrastructure Credit are included in the Credit Agreement to be executed by the Company, the City of Anderson, South Carolina ("City"), and the terms are approved and incorporated in this Ordinance by reference as if the Credit Agreement were set out in this Ordinance in its entirety.
Section 3. Further Assurances. The Chairman of the County Council ("Chair") is authorized and directed, in the name of and on behalf of the County, to take whatever further actions and execute whatever further documents as the Chair deems to be reasonably necessary and prudent to effect the intent of this Ordinance.

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

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

Section 6. Effective Date. This Ordinance is effective after its third reading and public hearing.

DONE in meeting duly assembled: September [], 2018.

(SEAL)

ATTEST: ANDERSON COUNTY, SOUTH CAROLINA

Rusty Burns Tommy Dunn, Chairman
Anderson County Administrator Anderson County Council

Attest:

Lacey Croegaert
Clerk to Anderson County Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: August 21, 2018
Second Reading: _________, 2018
Third Reading: _________, 2018
Public Hearing: _________, 2018
## EXHIBIT A
### PROPERTY DESCRIPTION

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123-30-12-004 / Suite 414i
123-30-12-004 / Suite 414j
123-30-12-005 / Suite 414k
123-30-12-005 / Suite 414l
EXHIBIT B
FORM OF INFRASTRUCTURE CREDIT AGREEMENT
[SEE ATTACHED]
INFRASTRUCTURE CREDIT AGREEMENT

by and among

ANDERSON COUNTY, SOUTH CAROLINA,

and

THE CITY OF ANDERSON, SOUTH CAROLINA

and

JB FERGUSON PROPERTIES, LLC

and

ESTATE PLANNING CONSULTANTS, INC.

Effective as of: January 1, 2018
INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of January 1, 2018 ("Agreement"), is by and among ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina ("County"), the CITY OF ANDERSON, SOUTH CAROLINA, a body politic and municipal corporation of the State of South Carolina ("City," together with the County, the "Local Governments") and JB FERGUSON PROPERTIES, LLC a South Carolina limited liability company ("Ferguson") and ESTATE PLANNING CONSULTANTS, INC., a 401(k) Profit-Sharing Plan and Trust ("Estate Planning," with Ferguson, collectively, "Company," together with the Local Governments, "Parties," each, a "Party").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council ("County Council"), is authorized and empowered under Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act"), to (i) create multi-county industrial parks in partnership with counties having contiguous borders with the County; and (ii) include the property of eligible companies within such multi-county industrial parks, which inclusion under the terms of the Act makes such property exempt from ad valorem property taxes, and changes the character of the annual receipts from such property to fees-in-lieu of ad valorem property taxes ("Fee Payments");

WHEREAS, the County is further authorized by the Act to grant credits against the Fee Payments ("Infrastructure Credit") to assist a company located in a multi-county industrial park in paying the cost of (i) designing, acquiring, constructing, improving, or expanding infrastructure serving the County or the property of a company located in the multi-county industrial parks or (ii) improved or unimproved real estate and personal property used in the operation of a commercial or manufacturing enterprise located in the multi-county industrial park to enhance the economic development of the County ("Infrastructure");

WHEREAS, the Company is planning an investment in the City through the establishment of one or more mixed use commercial developments in the City (collectively "Project"), on one or more sites more particularly described on Exhibit A of this Agreement (collectively, "Property," each individual site a "Development Unit"), which the Company expects will result in additional investment in the City and County;

WHEREAS, pursuant to the authority provided in the Act, the County has developed a multi-county industrial park ("Park") with Greenville County, South Carolina, and by an ordinance enacted on [DATE] ("MCIP Ordinance") amended the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, ("Park Agreement") to include the Property; and

WHEREAS, pursuant to the Park Agreement, Greenville County, South Carolina enacted a companion ordinance on [DATE] authorizing the expansion of the boundaries of the Park an amendment to the Park Agreement to include the Property in the Park;

WHEREAS, by an ordinance enacted on [DATE] ("Credit Ordinance"), the County authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company's Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below; and

WHEREAS, the City enacted an ordinance on [DATE] ("Consenting Ordinance"), consenting to the provision of Infrastructure Credits to the Company by the County and duly authorized the execution and delivery of this Agreement.
NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

**ARTICLE I**

**REPRESENTATIONS**

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

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

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

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

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

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

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

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

(a) The City is a body politic and a municipal corporation of the State;

(b) The City is authorized to enter into and carry out its obligations under this Agreement;

(c) The City has duly authorized and approved the execution and delivery of this Agreement by adoption of the Consent Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;

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

(e) The City has approved the inclusion of the Property in the Park by adoption of the Consent Ordinance; and

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

**Section 1.3. Representations by the Company.** The Company represents to the Local Governments as follows:
(a) The Company is in good standing under the laws of the State, has power to conduct business in the State and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;

(b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, as defined below, at the Project; and

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

**ARTICLE II**
**INFRASTRUCTURE CREDITS**

**Section 2.1. Investment Commitment.** The Company anticipates investing, in aggregate, approximately $1,500,000 to $4,200,000. Prior to or within a reasonable time after commencing construction on a Development Unit, the Company shall give written notice to the Local Governments of the date of such commencement (each, “Commencement Date”). Subsequently, the Company shall certify to the Local Governments achievement of the Investment Commitment for that Development Unit by no later than the 5th anniversary of the applicable Commencement Date (each, “Certification Date”) by providing documentation to the Local Governments sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the applicable Investment Commitment by the applicable Certification Date, then the County or City may individually terminate its respective part of the Agreement with regard to that Development Unit and, on termination, the Company is no longer entitled to any further benefits under the terminated portion of this Agreement for the applicable Development Unit.

In no event (a) shall the Company be entitled to certify the completion of any Development Unit on or after January 1, 2033 (“Certification Date”), (b) shall the Company invest less than $1,000,000 by January 1, 2024, or (c) shall the Company invest less than $1,400,000 by January 1, 2025.

**Section 2.2. Property Value.** The Local Governments hereby agree that the current fair market value of each Development Unit is set forth on the County’s consolidated tax invoice for tax year[].

**Section 2.3. Infrastructure Credits.**

(a) To assist in paying for costs of Infrastructure, the County and the City shall each provide an Infrastructure Credit against the Company’s Fee Payments due to the County and City with respect to the Project. The term, amount, and calculation of the Infrastructure Credit is described in Exhibit B.

(b) The Company shall receive the Infrastructure Credit for each Development Unit, beginning with the first Fee Payment, and then continuing for a period of 20 years, with such 20-year term beginning with the first Fee Payment due following substantial completion of construction (typically, evinced by the receipt of a “certificate of occupancy”) at the applicable Development Unit (each, “Credit Term”). The applicable Credit Term shall be measured individually for each Development Unit. During the construction period for each Development Unit, neither Local Government shall reassess the applicable Development Unit so as to increase either the fair market value or assessed value.

(c) The County shall prepare and issue the Company’s annual bill with respect to the Project. Following receipt of the bill, the Company shall complete and return the Credit Worksheet, attached hereto as Exhibit C, showing the Infrastructure Credit to which the Company is entitled, and remit the Fee Payment net of the Infrastructure Credit set forth in Section 2.3 (a) (“Net Fee Payment”) to the County.

Section 2.4. Filings. To assist the Local Governments in administering the Infrastructure Credits, the Company shall, for the Credit Term, provide the Local Governments with documentation with respect to the Property.

Section 2.5. Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

ARTICLE III
DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are "Events of Default" under this Fee Agreement:

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

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

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

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

(e) Failure by the City or County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the City or County specifying such failure and requesting that it be remedied, unless the City or County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the City or County is diligently pursuing corrective action.
Section 3.2. Remedies on Default.

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

(i) terminate its respective portion the Agreement; or

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

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

(i) bring an action for specific enforcement;

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

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

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

ARTICLE IV
MISCELLANEOUS

Section 4.1. Examination of Records; Confidentiality.

(a) The Local Governments and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company’s books and records relating to the Project solely for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; and (iii) permitting the Local Governments to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the City or County).

(b) The Local Governments acknowledge that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“Confidential Information”) and that disclosure of the Confidential Information would result in substantial economic harm
to the Company. The Company may clearly label any Confidential Information delivered to the Local Governments pursuant to this Agreement as “Confidential Information.” Except as required by law, the Local Governments, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the Local Governments are subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the Local Governments are required to disclose any Confidential Information to a third party, the Local Governments will use their best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. Assignment. The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the Local Governments, which may be given by resolution, and which consent will not be unreasonably withheld.

Section 4.3. Provisions of Agreement for Sole Benefit of County, City and Company. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County, City and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County, City, and the Company.

Section 4.4. Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. Limitation of Liability.

(a) The Local Governments are not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the Local Governments from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the Local Governments contained in this Agreement are binding on members of the County Council, City Council of the City of Anderson (“City Council”), or any elected official, officer, agent, servant or employee of the Local Governments only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council, City Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 4.6. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the Local Governments, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the Local Governments’ obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The Local Governments are entitled to use counsel of its choice and the Company shall
reimburse the Local Governments for all of its reasonable costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The Local Governments shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the Local Governments within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the Local Governments are not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The Local Governments may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the Local Governments for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the Local Governments' obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the Local Governments having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County: Anderson County, South Carolina
Attn: County Council Chair
PO Box 8002
Anderson, SC 29622
Phone: 864.260.1036

with a copy to
(does not constitute notice): Anderson County Attorney
PO Box 8002
Greenville, SC 29604-8002
Phone: 864.260.4031

if to the City: City of Anderson, South Carolina
Attn: City Manager
401 South Main Street
Anderson, SC 29624
Phone: 864.231.2200
with a copy to
(does not constitute notice): City of Anderson, South Carolina
Attention: City Attorney
401 South Main Street
Anderson, SC 29624

if to the Company: JB Ferguson Properties, LLC
c/o John B. Ferguson
218 Breazeale Drive
Williamston, SC 29697

and

Estate Planning Consultants, Inc.
c/o John B. Ferguson
218 Breazeale Drive
Williamston, SC 29697

with a copy to
(does not constitute notice): Kozlarek Law LLC
Attn: Michael E. Kozlarek
Post Office 565
Greenville, South Carolina 29602-0565
Phone: 864.729.1931

The County, the City and the Company may, by notice given under this Section, designate any
further or different addresses to which subsequent notices, certificates, requests or other communications
shall be sent.

Section 4.8. Reserved.

Section 4.9. Entire Agreement. This Agreement expresses the entire understanding and all
agreements of the Parties with each other, and neither Party is bound by any agreement or any representation
to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection
with the execution and delivery of this Agreement.

Section 4.10 Agreement to Sign Other Documents. From time to time, and at the expense of the
Company, to the extent any expense is incurred, the Local Governments agree to execute and deliver to the
Company such additional instruments as the Company may reasonably request and as are authorized by
law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes
of this Agreement.

Section 4.11. Agreement's Construction. Each Party and its counsel have reviewed this Agreement
and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does
not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that
would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement
and all documents executed in connection with this Agreement.
Section 4.13. **Counterparts.** This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. **Amendments.** This Agreement may be amended only by written agreement of the Parties.

Section 4.15. **Waiver.** Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. **Termination.** Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. **Business Day.** If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

[Signature Pages Follow]
[Remainder of Page Intentionally Blank]
IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman,
Anderson County Council

(SEAL)
ATTEST:

Lacey Croegaert
Clerk to Council, Anderson County Council

[County Signature Page: Infrastructure Credit Agreement]
IN WITNESS WHEREOF, City of Anderson, South Carolina, has caused this Agreement to be executed by the appropriate officials of the City and its corporate seal to be affixed and attested, effective the day and year first above written.

CITY OF ANDERSON, SOUTH CAROLINA

(SEAL)

City Manager, City of Anderson, South Carolina

ATTEST:

Clerk to Council, Anderson City Council

{CITY SIGNATURE PAGE: INFRASTRUCTURE CREDIT AGREEMENT}
IN WITNESS WHEREOF, JB Ferguson Properties, LLC, and Estate Planning Consultants, Inc. have each caused this Agreement to be executed by its respective authorized officer(s), effective the day and year first above written.

**JB FERGUSON PROPERTIES, LLC**

By: __________________________________________________

Name: ________________________________________________

Its: __________________________________________________

**ESTATE PLANNING CONSULTANTS, INC.**

By: __________________________________________________

Name: ________________________________________________

Its: __________________________________________________
# EXHIBIT A

## DEVELOPMENT UNIT DESCRIPTION

### Development Unit 1

<table>
<thead>
<tr>
<th>TMS</th>
<th>Suite</th>
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<tbody>
<tr>
<td>123-33-01-001</td>
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<td>123-33-01-002</td>
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<td>123-33-01-003</td>
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<td>123-33-01-005</td>
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<tr>
<td>123-33-01-006</td>
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### Development Unit 2

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<tr>
<td>123-33-02-003</td>
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### Development Unit 3

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<tr>
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</tr>
<tr>
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<td>123-33-02-008</td>
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Total

### Development Unit 4

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<td>123-33-03-001</td>
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### Development Unit 5

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<th>Suite</th>
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### Development Unit 6

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</thead>
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</tr>
<tr>
<td>123-30-12-004 / Roof, Ext, Infr</td>
<td></td>
</tr>
<tr>
<td>123-30-12-005 / Suite 412</td>
<td></td>
</tr>
<tr>
<td>123-30-12-004 / Suite 405</td>
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</tr>
<tr>
<td>123-30-12-004 / Suite 408</td>
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<td>123-30-12-004 / Suite 410</td>
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### Development Unit 7

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<td>123-30-12-005 / Suite 420</td>
<td></td>
</tr>
<tr>
<td>123-30-12-005 / Suite 414</td>
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</table>
Development Unit 8
TMS / Suite
123-30-12-005 / Suite 414a
123-30-12-005 / Suite 414b
123-30-12-005 / Suite 414c
123-30-12-005 / Suite 414d
123-30-12-005 / Suite 414e
123-30-12-005 / Suite 414f
123-30-12-005 / Suite 414g
123-30-12-004 / Suite 414h
123-30-12-004 / Suite 414i
123-30-12-004 / Suite 414j
123-30-12-005 / Suite 414k
123-30-12-005 / Suite 414l
EXHIBIT B
DESCRIPTION OF INFRASTRUCTURE CREDIT

The Company shall be entitled to an Infrastructure Credit against its Fee Payments during the Credit Term of each individual Development Unit, calculated by subtracting the Preliminary Property Value of each Development Unit from the fair market value of each Development Unit for the applicable tax year, multiplied by the then applicable assessment ratio and the then applicable millage rate for the applicable tax year, shown as follows:

\[(\text{fair market value} - \text{Preliminary Fair Market Property Value}) \times \text{applicable assessment ratio} \times \text{applicable millage rate}\]

Infrastructure Credit

By way of example only, assume the following facts: (i) the Preliminary Property Value of one of the Development Units is $1,000,000, (ii) the fair market value of the same Development Unit for the then applicable tax year is $1,500,000, (iii) the assessment ratio applicable to the Development Unit during the applicable tax year is 6%, and (iv) the millage rate applicable to the Development Unit for the applicable tax year is .295.

\[
\frac{($1,500,000 - $1,000,000)}{6\%} \times .295 = $8,850.00
\]

In this example, the Company would be entitled to an Infrastructure Credit in an amount of $8,850.00 against its Fee Payment.
EXHIBIT C
FORM OF ANNUAL CREDIT CERTIFICATION

Reference is made to that certain Infrastructure Credit Agreement effective as of January 1, 2018 ("Credit Agreement"), by and among Anderson County, South Carolina ("County"), JB Ferguson Properties, LLC ("Ferguson"), and Estate Planning Consultants, Inc. ("Estate Planning," collectively, together with Ferguson, "Company"). Each capitalized term not defined herein has the meaning ascribed thereto in the Credit Agreement. Company shall in each respective tax year, submit this Certification to County.

As set forth in Section 2.3 of the Credit Agreement, County has agreed to provide Infrastructure Credits against Fee Payments made by the Company attributable to certain Development Units as part of the Project. In accordance with the terms of the Agreement, the undersigned authorized agent of the Company certifies to the best of his/her knowledge to Items 1 through 6 as follows:

1. Pursuant to Section 2.3 of the Credit Agreement, the Company is entitled to an Infrastructure Credit in an amount calculated by subtracting the Preliminary Property Value of each Development Unit from the fair market value of each Development Unit for the applicable tax year, multiplied by the then applicable assessment ratio and the then applicable millage rate for the applicable tax year, shown as follows:

   \[
   \text{(fair market value} - \text{Preliminary Fair Market Property Value}) \times \text{applicable assessment ratio} \times \text{applicable millage rate} = \text{Infrastructure Credit}
   \]

2. The Company has received assessment notices (copies attached) dated on or about, stating the fair market value of each Development Unit as:

<table>
<thead>
<tr>
<th>Development Unit</th>
<th>Fair Market Value According to County for Tax Year 20</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

3. Based solely on information provided to the Company by the County, the applicable millage rate at the Project for tax year 20__ is ________ mills.

4. Based solely on information provided to the Company by the County, the applicable assessment ratio for the Project for tax year 20__ is ________%.

5. Pursuant to Section 2.3 of the Credit Agreement, the Company is entitled to an Infrastructure Credit in the amounts set forth in the table above:
<table>
<thead>
<tr>
<th>Development Unit</th>
<th>First Year of Credit Term</th>
<th>Fair Market Value for Property</th>
<th>Preliminary FM Property Value</th>
<th>Assessment Ratio for Property</th>
<th>Millage Rate for Property</th>
<th>Infrastructure Credit Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Total:</td>
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</tbody>
</table>

6. Along with this Certification, the Company has remitted a Fee Payment equal to the [total amount of taxes set forth on the tax assessment] less [the aggregate amount of Infrastructure Credits].

IN WITNESS WHEREOF, as applicable, JB Ferguson Properties, LLC, and Estate Planning Consultants, Inc., have caused this Credit Certification to be completed and executed by its respective authorized officers on this ___ day of ___________, ________.

**JB FERGUSON PROPERTIES, LLC**

By: ________________________________
Name: ________________________________
Its: ________________________________

**ESTATE PLANNING CONSULTANTS, INC.**

By: ________________________________
Name: ________________________________
Its: ________________________________

[SIGNATURE PAGE TO CREDIT CERTIFICATE]
ORDINANCE NO. 2018-037

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INFRASTRUCTURE CREDIT AGREEMENT AMONG ANDERSON COUNTY, PROJECT ACCOMMODATION, AND THE CITY OF ANDERSON, SOUTH CAROLINA; AND OTHER RELATED MATTERS.

WHEREAS, Anderson County, South Carolina ("County"), acting by and through its County Council ("County Council"), is authorized and empowered under Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act"), to (i) create multi-county industrial parks in partnership with counties having contiguous borders with the County; and (ii) include the property of eligible companies within such multi-county industrial parks, which inclusion under the terms of the Act makes such property exempt from ad valorem property taxes, and changes the character of the annual receipts from such property to fees-in-lieu of ad valorem property taxes ("Fee Payments");

WHEREAS, the County is further authorized by the Act to grant credits against such Fee Payments ("Infrastructure Credit") in order to assist a company located in a multi-county industrial park in paying the cost of (i) designing, acquiring, constructing, improving, or expanding infrastructure serving the County or the property of a company located within such multi-county industrial parks or (ii) improved or unimproved real estate and personal property used in the operation of a commercial or manufacturing enterprise located within such multi-county industrial park in order to enhance the economic development of the County ("Infrastructure");

WHEREAS, pursuant to the authority provided in the Act, the County has previously developed a multi-county industrial park ("Park") with Greenville County, South Carolina and executed an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, ("Park Agreement"), which governs the operation of the Park;

WHEREAS, Project Accommodation, a South Carolina limited liability company ("Company") is planning an investment in the County through developing an approximately 80-room hotel with related commercial/retail space in the County (collectively "Project") on one or more sites more particularly described on Exhibit A to the Infrastructure Credit Agreement, the form of which is attached as Exhibit A ("Credit Agreement"), which the Company expects will result in the creation of additional new, full-time employment and additional investment of taxable property in the County;

WHEREAS, the County, as an inducement to the Company to locate the Project in the County, desires to enter the Credit Agreement to provide the company with an infrastructure Credit against the Company's Fee Payments with respect to the Project as a reimbursement to the Company for its expenditures on Infrastructure benefiting the County and the Project; and

WHEREAS, to effect the Infrastructure Credit, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the Project in the Park.

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

Section 1. Statutory Findings. Council hereby determines that the Project and the Company's expenditures on Infrastructure will enhance the economic development of the County.

Section 2. Approval of Credit Agreement. There is hereby authorized the Credit Agreement, the terms and conditions of the Infrastructure Credit are included in the Credit Agreement to be executed by
the Company and the County, the substantially final form of which is attached hereto as Exhibit A, and such terms and conditions are approved and incorporated in this Ordinance by reference as if the Credit Agreement were set out in this Ordinance in its entirety.

Section 3. Further Assurances. The County Council Chair is authorized and directed, in the name of and on behalf of the County, to take whatever further actions and execute whatever further documents as the County Council Chair deems to be reasonably necessary and prudent to effect the intent of this Ordinance.

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

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

Section 6. Effective Date. This Ordinance is effective after its third reading and public hearing.

[Signature page and one exhibit follow]
[Remainder of page intentionally blank]
DONE in meeting duly assembled: [], 2018.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

ATTEST:

__________________________
Rusty Burns
Anderson County Administrator

__________________________
Tommy Dunn, Chairman
Anderson County Council

__________________________
Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

__________________________
Leon C. Harmon
Anderson County Attorney

First Reading: August 21, 2018
Second Reading: ________ , 2018
Third Reading: ________ , 2018
Public Hearing: ________ , 2018
EXHIBIT A

FORM OF INFRASTRUCTURE CREDIT AGREEMENT
SOUTH CAROLINA
ANDERSON COUNTY

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of [, 2018, [, 20[, and [, 2018, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Lacey Croegaert
Clerk of Anderson County Council

Dated: _____________, 2018
ORDINANCE NO. 2018-038

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

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

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

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

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

DONE in meeting duly assembled: [], 2018.

ANDERSON COUNTY, SOUTH CAROLINA

By: ______________________________________
   Tommy Dunn, Chairman
   Anderson County Council

ATTEST:

By: ______________________________________
   Lacey A. Croegaert
   Clerk to Anderson County Council

APPROVED AS TO FORM:

By: ______________________________________
   Leon C. Harmon
   Anderson County Attorney

First Reading: August 21, 2018
Second Reading: _______, 2018
Third Reading: _______, 2018
Public Hearing: _______, 2018
Addition to Exhibit A to Agreement for the Development of a Joint County Industrial and Business Park dated as of December 1, 2010, as amended, between Anderson County and Greenville County

Property 1
TMS #s
SOUTH CAROLINA

ANDERSON COUNTY

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of [], 2018, [], 20[[]], and [], 2018, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Dated: _________________, 2018

______________________
Clerk, Anderson County Council
ORDINANCE NO. 2018-036

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY OR COMPANIES KNOWN TO THE COUNTY AT THIS TIME AS PROJECT 20180430 WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE RECEIPT OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County adopted on _____________, ________ an inducement resolution and did enter into an Inducement Agreement dated __________, ________ (the “Inducement Agreement”) with respect to such investment and the acquisition, construction, and installation of building improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a manufacturing components testing facility in the County (collectively, the “Project”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately Three Million Four Hundred Twenty-Five Thousand Dollars ($3,425,000) in the County and the expected creation of approximately thirty-one (31) new, full-time jobs at the Project, within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.
Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this __ day of ______, 20__.  

ANDERSON COUNTY, SOUTH CAROLINA

By: ____________________________________________
   Tommy Dunn, Chairman
   Anderson County Council

Attest:

___________________________________________
Lacey A. Croegaert
Clerk to Anderson County Council

Approved as to form:

___________________________________________
Leon C. Harmon
Anderson County Attorney

First Reading: _________, 20__
Second Reading: _________, 20__
Third Reading: _________, 20__
Public Hearing: _________, 20__
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 ________, 20____, ________, 20____, and ________, 20____, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

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

Dated: __________, 20____
FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

PROJECT 20180430

Dated as of __________, 20__
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EXHIBIT A – DESCRIPTION OF LAND
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.

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>[To come]</th>
<th>Project Name:</th>
<th>Project 20180430</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected Investment:</td>
<td>$3,425,000</td>
<td>Projected Jobs:</td>
<td>31</td>
</tr>
<tr>
<td>Location (street):</td>
<td>[To come]</td>
<td>Tax Map No.:</td>
<td>[To come]</td>
</tr>
</tbody>
</table>

1. FILOT
   - Required Investment: $3,425,000
   - Required Jobs: [To come]
   - Investment Period: Five (5) years
   - Ordinance No./Date: [To come]
   - Assessment Ratio: 6%
   - Term (years): Twenty (20)
   - Fixed Millage: [to come from County]
   - Net Present Value (if N/A, discount rate): N/A
   - Clawback information: See Section 4.02(d) of this Agreement.

2. MCIP
   - Included in an MCIP: [County to confirm]
   - If yes, Name & Date:                        

3. SSRC
   - Total Amount: For each of the first five (5) years of the Project, a SSRC of forty percent (40%) of each year’s payments in lieu of taxes; and for each of the sixth (6th) through the tenth (10th) years of the Project, a SSRC of and thirty percent (30%) of each year’s payments in lieu of taxes
   - Total No. of Years: 10 years
   - Yearly Increments: See above.
   - Clawback information: See Section 4.02(d) of this Agreement.

4. Other Information
FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the "Fee Agreement") is made and entered into as of __________, 20__ by and between ANDERSON COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Anderson County Council (the "County Council") as the governing body of the County, and PROJECT 20180430, a _______ organized and existing under the laws of the State of [to come] (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 those industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

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

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

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

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

6. By enactment of an Ordinance on __________, 20__, 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 20180430, a [to come], and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets, or any other person or entity which may succeed to the rights and duties of the Company.

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

"Contract Minimum Investment Requirement" shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least Three Million Four Hundred Twenty-Five Thousand Dollars ($3,425,000) in Economic Development Property subject (non-exempt) to ad valorem taxation (in the absence of this Fee Agreement).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“FILOT Act Minimum Investment Requirement” shall mean, with respect to the Project, an investment of at least Two Million Five Hundred Thousand Dollars ($2,500,000) by the Company, or of at least Five Million Dollars ($5,000,000) by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.
“Improvements” shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

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

“Investment Period” shall mean, and shall be equal to, the Standard Investment Period.

“Jobs Requirement” shall mean the creation by the Project of thirty-one (31) new, full-time jobs (with benefits).

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

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

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

“MCIP Agreement” shall mean the Agreement for the Development of a Joint County Industrial and Business Park __[county to confirm]__ dated as __[county to confirm]__. as amended, between the County and __________ County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

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

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

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

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

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

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

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

“State” shall mean the State of South Carolina.

“Termination Date” shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 19th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 20 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

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

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

Section 1.02 Project-Related Investments

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

[End of Article I]
ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01  Representations, Warranties, and Agreements of the County

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

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

(b) Based upon representations by the Company, the Project constitutes a "project" within the meaning of the PILOT 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 PILOT Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from ad valorem taxation in the State.

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 308.7 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2017, as permitted under Section 12-44-50(A)(1)(d) of the PILOT 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 PILOT 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 [to come], 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 PILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of establishing a manufacturing components testing facility in the County, and for such other purposes that the PILOT Act permits as the Company may deem appropriate.

(c) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d) The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met, the Contract Minimum Investment Requirement within the Investment Period.

[End of Article II]
ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01  The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) meet the Jobs Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2018.

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

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

Section 3.02  Diligent Completion

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

Section 3.03  Filings and Reports

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

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

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

[End of Article III]
ARTICLE IV
FILOT PAYMENTS

Section 4.01 FILOT Payments

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

**Step 1:** Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

**Step 2:** Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT payments.

**Step 3:** Use a millage rate of 308.7 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.
(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the PILOT Act and/or the herein-described PILOT 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 PILOT 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 PILOT 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 PILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Standard Investment Period, the Company shall be entitled to receive, and the County agrees to provide annual Special Source Credits against the Company’s PILOT Payments, payable as follows: a forty percent (40%) SSRC for years one (1) through five (5) of the Project and a thirty percent (30%) SSRC for years six (6) through ten (10) of the Project.

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

(c) In no event shall the aggregate amount of all Special Source Credits claimed by the Company exceed the amount expended with respect to the Infrastructure at any point in time.

(d) If the Jobs Requirement is not met by the end of the Investment Period, the 30% SSRC otherwise afforded to the Project during years six (6) through ten (10) will be reduced to 10%; if the Contract Minimum Investment is not met by the end of the third (3rd) year of the Investment Period, the 30% SSRC otherwise afforded to the Project during years six (6) through ten (10) will be reduced to 10%; notwithstanding the foregoing, if the total Jobs Requirement and Contract Minimum Investment Requirement are complete by the end of the sixth (6th) year of the Project, incentives will be restored prospectively as set forth in Section 4.02(a) hereof.

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

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

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

Section 4.03 Failure to Achieve FILOT Act Minimum Investment Requirements

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the FILOT Act Minimum Investment Requirement by the end of the Standard Investment Period, this Fee Agreement shall terminate. In such event, the Company and such Sponsor Affiliates shall pay the County an amount pursuant to the FILOT Act which is equal to the excess, if any, of (i) the total amount of ad valorem taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Standard Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (such excess, a "Deficiency Amount") any Deficiency Amount for the period through and including the end of the Standard Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to interest at the statutory rate for the late payment of ad valorem taxes and shall be payable to the County on or before the one hundred twentieth (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 and the cumulative number of new, full-time jobs created by the Company with respect to the Project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

Section 4.04 Removal of Equipment.

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

Section 4.05 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic
Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the PILOT 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 PILOT shall be recorded using its income tax basis, and the calculation of the PILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the PILOT.

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

In the event of a Diminution in Value of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the PILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]
ARTICLE V
PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01  Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County’s obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County’s sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. For purposes of this Section, “ceases operations” means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of the FILOT Act relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02  Rights to Inspect

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

Section 5.03  Confidentiality

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

Section 5.04  Limitation of County’s Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or
a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Revenue Credits shall be payable only from FILOT payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for mandamus or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

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

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

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

Section 5.07 Qualification in State

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

Section 5.08 No Liability of County’s Personnel

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

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate. In order to preserve the PILOT 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 PILOT 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 PILOT benefit afforded hereunder or result in penalties under the PILOT 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 PILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the PILOT 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 PILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of PILOT 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 PILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such
investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in form reasonably acceptable to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]
ARTICLE VI

DEFAULT

Section 6.01  Events of Default

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

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

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

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

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

Section 6.02  Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with any Sponsor Affiliates) failure to meet the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make PILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the PILOT 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 \textit{ad valorem} taxes to collect any PILOT 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.

\textbf{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.

\textbf{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.

\[\text{End of Article VI}\]
ARTICLE VII
MISCELLANEOUS

Section 7.01 Notices

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

If to the Company

[Project 20180430]

With a copy to:

Haynsworth Sinkler Boyd, P.A.
Attn: J. Philip Land, Jr.
ONE North Main St., 2nd Floor
Greenville, SC 29601

If to the County:

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

With a copy to:

Leon Harmon, Esq.
Anderson County Attorney
P.O. Box 8002
Anderson, SC 29622-8002

Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any
entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7.03 Counterparts

This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 7.04 Governing Law

This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 7.05 Headings

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

Section 7.06 Amendments

The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 7.07 Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 7.08 Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.
Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; provided, however, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. The Company’s obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL) By: ________________________________
Robert T. Dunn, Chairman of County Council

ATTEST:

__________________________
Kimberly A. Poulin, Clerk to County Council
Anderson County, South Carolina

[Signature Page 1 to Fee in Lieu of Tax and Special Source Credit Agreement]
PROJECT 20180430

By: ____________________________

ls: ____________________________

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

LEGAL DESCRIPTION

[Insert legal description here]
[To come]
EXHIBIT B

INVESTMENT AND JOB CREATION CERTIFICATION

I __________, the __________ of __________ (the "Company"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of __________, 20__ between Anderson County, South Carolina and the Company (the "Agreement"), as follows:

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

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

(3) The number of full-time jobs at the Company facilities where the Project is located was ____ persons as of __________, 20__ (the beginning date of the Investment Period).

(4) The number of net new, full-time jobs created at the Project since __________, 20__ (the beginning date of the Investment Period) is ____ persons.

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

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

Name: ________________________________
Its: ________________________________
Applicant: Falcon Real Estate Development, LLC (Phillip Day)
Current Owner: Larry M. Kowalski, et al
Property Address: Intersection of Crestview Road, Harriett Circle and Midway Road
Precinct: Town Creek
Council District: 1
TMS #(s): 147-00-04-005; 147-00-04-007; 147-00-04-009
Acreage: +/- 72.28
Current Zoning: PD (Planned Development), approved July 7, 2007
Ordinance #2007-017
Requested Zoning: IZD (Innovative Zoning District)
Surrounding Zoning: North: R-10 and R-20
South: R-20
East: R-20 and R-A
West: R-20
Evaluation: This request is to rezone the parcel of property described above from PD (Planned Development) to IZD (Innovative Zoning District). The applicant’s stated purpose for the rezoning is to revise the existing statement of intent and site plan.

The currently approved Planned Development permits a total of 176 residential lots (146 single-family detached and 31 single-family attached) and a 2 acre commercial component, allowing up to 10,000 square foot ground level, for a general store and shops. Approximately 6.95 acres are reserved for open space.

The applicant is requesting a change to IZD, permitting no more than 180 residential lots (single-family detached) with no commercial component. The proposal includes approximately 25 acres reserved in open space, with maximum efforts to preserve existing vegetation/trees around the perimeter property line and along the creek. The proposal also includes a walking trail system, sidewalks on both sides of internal roads, and additional amenities within the common areas (fire pit area, dog run and tot lot playground). The owner will work with
Rezoning Request Recommendation

August 14, 2018
Date of Planning Commission Meeting

Recommendation (Approval or Denial)

Project Information

Name of Applicant: Falcon Real Estate Development, LLC – Phillip Day

Property Location: Intersection of Harriett Circle, Crestview Road and Midway Road

County Council District: One

School District: Five

Total Acreage: 1.72.28

Current Land Use: Vacant

Current Zoning: PD (Planned Development) Requested Zoning: IZD (Innovated Zoning District)

Purpose of Rezoning: "Revisions to existing statement of intent and site plan"

Recommendation

Recommendation Rendered: Approve

Reason(s) for Denial, if applicable:

☐ Compatibility with Future Land Use Map
☐ Compatibility with Traffic Levels
☐ Compatibility with Density Levels
☐ Other (please elaborate): ________________________________

Explanation of Reasons: ________________________________

Planning Commission Presiding Chairman: David Cothran, District #5

Signature: ____________________________ Date: 8/14/2018

Page 1 of 1

For Office Use Only:

Scheduled Advisory Public Session Date: 8-1-18

Zoning Advisory Recommendation: NA

Scheduled Commission Public Hearing Date: 8-14-18

Planning Commission Recommendation: Approve

Scheduled Council Public Hearing Date: 9-4-18

County Council Decision: ________________________________
the Anderson County School District to provide pedestrian access to the property line adjoining Midway Elementary School. The owner will also work with the developer of the adjacent Bronson Ridge to provide pedestrian interconnectivity between the two developments.

Pending rezoning, the applicant will be required to obtain preliminary plat approval through the Planning Commission, in order to develop the site.

The Future Land Use Map in the County’s Comprehensive Plan (2016) identifies the area as residential.

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

- July 27: Rezoning notification postcards sent to 252 property owners within 2,000’ of the subject property;
- July 26: Rezoning notification signs posted on subject property;
- July 31: Planning Commission public hearing notice with the Anderson Independent-Mail.

Public Feedback: To date, staff has received seven phone calls. Three voiced opposition and four requested more information.

Staff Recommendation: Due to the compatibility with the Future Land Use map, the character of the area and based on the merit of the Statement of Intent (8/1/18), staff recommends approval of this request.

Zoning Advisory Group Recommendation: The District 1 Zoning Advisory Group did not meet on August 1, 2018 due to a lack of quorum. Pursuant to Chapter 70, Section 10.2 of the Anderson County Code of Ordinances, if the Zoning Advisory Groups fails to submit a report and recommendation after their first scheduled meeting, it is deemed to have approved the request.

Planning Commission Recommendation: The Anderson County Planning Commission met on August 14, 2018 and after a duly noted public hearing recommended Approval of a request to rezone from PD to IZOD. The vote was 4 in favor, 1 opposed, 1 abstention and 1 absent.
Rezoning Application

Applicant's Information

Name: Falcon Real Estate Development, LLC - Phillip Day
Mailing Address: 7 Hindman Dr., Greenville, SC 29609
Telephone and Fax: 864 907 6509 E-Mail: phillip@falconsojrncarolina.com

Owner's Information

(If Different from Applicant)

Name: Larry M. Kowalski ET AL
Mailing Address: 360 Vandiver Rd., Anderson, SC 29625
Telephone and Fax: 864 226 9757 E-Mail: W A

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

I (We) hereby appoint the person named the Applicant as my (our) agent to represent me (us) in this request for rezoning.

Owner's Signature: [Signature]
Date: 7/12/18

Project Information

Property Location: Intersection of Hiawatha Cr and Crestview Rd
Parcel Number(s)/TMS: 1470004005, 1470004007, 1470004009
County Council District: 1 School District: 05
Total Acreage: 71 Current Land Use: Agriculture-Vacant
Current Zoning: PD Requested Zoning: PZ
Purpose of Rezoning: Revisions to existing statement of intent and site plan
Private Covenants or Deed Restrictions on the Property: Yes __________ No X

If you indicated no, your signature is required.

 Applicant’s Signature 7-12-18

If you indicated yes, please provide a copy of your covenants and deed restrictions with this application - pursuant to State Law (Section 6-29-1146: July 1, 2007) - determining existence of restrictive covenants. Copies may be obtained at the Register of Deeds Office. It is the applicant’s responsibility for checking any subdivision covenants or private covenants pertaining to the property.

Comments: ____________________________________________________________

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

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

Please refer to the Anderson County Planning & Community Development Fee Schedule for amount due.

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

 Applicant’s Signature 7-12-18

For Office Use Only:

Application Received By: __________________________ Date Complete Application Received: ______________

Application Fee Amount Paid: ________________________ Check Number: ________________________

Scheduled Advisory Public Meeting Date: __________ Zoning Advisory Recommendation: ____________

Scheduled Commission Public Hearing Date: __________ Planning Commission Recommendation: __________

Scheduled Council Public Hearing Date: ___________ County Council Decision: ________________
Preston Trails
“Statement of Intent”
+/- 72.28 Acre Single Family Residential Development
(Innovative Zoning District “IZD” Zoning Request)
Crestview Road, Harriett Circle & Midway Road – Anderson, SC

Applicant
Falcon Real Estate Development, LLC
7 Hindman Drive
Greenville, SC 29609
Phillip Day
(864) 907-6509
phillip@falconsouthcarolina.com

Civil Engineer
Bluewater Civil Design, LLC
718 Lowndes Hill Road
Greenville, SC 29607
Paul J. Harrison, P.E.
(864) 735-5068
Paul@bluewatercivil.com

Surveyor
3D Land Surveying
10 Century Drive
Greenville, SC 29607
David Modny, PLS
(864) 272-0274
david@3dls.net

Property Description

- +/- 72.28 Acres located at the intersection of Crestview Road, Harriett Circle, and Midway Road. TMSs are #1470004005, #1470004007, & #1470004009. The property is currently zoned Planned Development (PD) and located inside Anderson County. The developer is requesting a rezone to Innovative Zoning District (IZD) in Anderson County.
Community Development Overview

The development planned for this +/- 72.28-acre tract will utilize the Innovative Zoning District (IZD) zoning classification. The development will consist of (1) new access point off Crestview Road and (1) new access point off Harriett Circle. The roads within the community will be public roads that are constructed to Anderson County standards and dedicated to the County after inspection. A (5') wide concrete sidewalk will be provided on both sides of all public roads. The public roads serving this development will have rolled curb and gutter. Other infrastructure improvements include public water mains, public sewer mains, storm drainage, and common areas. Common areas may be disturbed and undisturbed open space, visitor parking, mail centers, flood plain, amenity centers, and other community gathering areas. These common areas will be owned and maintained by a newly formed Home Owners Association (HOA). The HOA will also be responsible for maintenance of entrance monuments, landscaping, & site lighting. Covenants and Restrictions for the Community will be drafted and recorded at the Anderson County Register of Deeds Office.

Natural Resource Inventory

The existing site is currently undeveloped land consisting mostly of woods & some grassed pasture. There are some existing houses, sheds, and other buildings on the property that will be demolished once our development construction has started. The majority of the property is wooded land with existing trees and vegetation along the creek which intersects the property and along the Harriett Circle road frontage. There is approximately 725 linear feet of property frontage along Crestview Road, 105 linear feet of property frontage along Midway Road, and 1,365 linear of property frontage along Harriett Circle. A minimum 25’ of public right-of-way will be dedicated along all roads (measured from centerline) where the property line projects to the centerline of the road. The tributary on our site is Bailey Creek but does not have an established 100-year base flood elevation per FEMA Map 45007C0253E.

Crestview Road is a two-lane paved road that is approximately 20 feet wide. Midway Road is a two-lane paved road that is approximately 30 feet wide where it fronts the proposed development. Harriett Circle is a two-lane paved road that is approximately 20 feet wide. Crestview Road & Harriett Circle are owned and maintained by Anderson County. Midway Road is owned and maintained by SCDOT.

Public water mains adequate to serve our site are available along all roads fronting the property owned and maintained by Hammond Water District. A 12” gravity sewer trunk-line is located on site that is owned and maintained by City of Anderson/Electric City Utilities.
**Density & Phasing**

The overall density of the project will not exceed (180) single-family residential detached lots. This overall density is roughly (2.5) lots per acre. This project is expected to be phased. There will be a minimum of two products (price points) in this community. Both products will be a single-family detached product but have different lot widths, square footages, and price points. These products will be divided by the natural draw that dissect the property running Northwest to Southeast through the property. Both products will be developed in multiple phases (2-3). All phase lines and construction of these areas will be detailed out on the Final Development Plans. If the development proceeds as expected, build-out of all residential lots/units is expected within 3-5 years.

**Homes & Materials**

The homes within the community will have a mixture of sizes and price points. We will have lots ranging from 55'-65' wide. All the homes in this community will have a minimum 1-car garage and contain at least (2) parking spaces. The minimum square footage per home will be 1,000 SF. The homes will range from 1,000 SF – 4,000 SF. The homes will have 2-5 bedrooms with 1.5-3.5 baths. There is no maximum size for a home. All homes and garages will front directly on proposed interior roads. Exterior building materials may consist of vinyl siding, shake siding, board and batten siding, Hardie Board, brick, and/or stone. Exteriors will contain (1) specific material or combination of multiple materials in some cases. All homes located to the East of the creek separating the property and along Crestview will not contain any vinyl siding. Hardie Board and other materials listed above will be the minimum exterior finish for these lots.

**Amenities, Landscaping, & Buffers**

The proposed development will include approximately 25 acres of common area with maximum efforts to preserve existing vegetation/trees around the perimeter property line and along the creek. Common areas located along existing roads may be buffered with berms, fences, and/or existing/planted vegetation. A minimum 25’ building setback has been established along all property sides. There will be a 30’ building setback established along Crestview Road, Midway Road, & Harriett Circle. The common areas may consist of disturbed and non-disturbed open space, passive open space, walking trails, water features, dog parks, fire pits, community gathering areas, and community swimming pools with associated parking. The proposed development will contain a fire pit area, dog run area, tot lot (playground) area, and walking trails that connect back to the public sidewalk running along internal roads.

A single or double entrance monument will be installed at our entrances located along Crestview Road and Harriett Circle. The owner may also elect to install some type of monumentation at the intersection of Crestview Road & Midway Road. This monumentation will be presented to Anderson County Development Standards for approval prior to any installation. The proposed entrances will be heavily landscaped with new plantings and annual color. The existing road frontages and community areas (pools, fire pits, dog parks, mail centers, etc.) may be landscaped with perennial canopy trees, evergreen shrubs, and/or evergreen bushes. The landscaping plans will be a part of the Final.
Development Plans submitted to the Anderson County Planning and Development Staff for approval.

The owner will construct a mulched walking trail within some of the common areas that would connect to sidewalks running along the roads. The stormwater management areas may be dry or wet depending on water sources once the project progresses to the Final Design Phase. The stormwater management areas may have a fence and/or landscaping around the dike which will comply with current regulations. All common areas, landscaping, monuments, street lighting, stormwater management areas, and mail centers will be maintained by the HOA respectively.

Public Utilities

Public water is existing around all road frontages of the site owned and maintained by Hammond Water District. Piedmont Natural Gas has the ability to serve the site with Natural Gas. Duke Energy has the ability to serve this development with Power and Site Lighting. The owner will work with AT&T and Charter Communications for phone and cable services.

Building Setbacks

All the proposed setbacks for this project are as follows:

- 25' minimum perimeter setback along exterior property. (Setback is measured from the exterior property line and/or dedicated right-of-way line.)
- 30' minimum setback along Crestview Road, Midway Road & Harriett Circle.
- 15' minimum front yard setback. (For internal public roads)
- 10' minimum secondary side yard setback. (Corner lots measured from public road r/w)
- 5' minimum side yard setback.
- 10' minimum rear yard setback.

Traffic & Circulation Plan

All public roads and sidewalks within the development will be constructed to the Anderson County Standards. Private driveways will be constructed in accordance with the approved Final Development Plan. Once the public roads are built and inspected, the roads and sidewalks will be turned over to the Anderson County for operation and maintenance. All public roads shall have a minimum 50' right-of-way width and 22' pavement width. All roads within the development shall have rolled curb-and-gutter or standard curb-and-gutter along with storm drainage inlets spaced appropriately for conveyance of stormwater to the management areas. All public roads shall have a 5' sidewalk running on both sides of the road. If feasible and permittable, the owner shall provide interconnectivity internally with walking trails & roadways to ensure two access points in and out of the property for all lots. The owner will work with the Anderson County School District and provide pedestrian access to the property line adjoining Midway Elementary School. The owner will also work with the developer of Bronson Ridge to try and work out pedestrian interconnectivity between the two developments.
**Site Lighting**

It is the Developer’s intent to use Duke Energy for all residential site lighting. Street lights throughout the community will be consistent for all residential areas. Maximum efforts will be implemented to ensure offsite light pollution.
Mr. Paul Harrison, P.E.
Bluewater Civil Design, LLC
19 Washington Park
Suite 100
Greenville, SC 29601

RE: Availability of sewer service for:
Crestview Single Family Residential Development
TMS #: 147-00-04-005
147-00-04-007
147-00-04-009

Dear Mr. Harrison:

This letter is for planning purposes only and may not be used for SCDHEC construction permit. Actual availability is contingent upon payment of capacity fees.

Please be advised that Electric City Utilities/City of Anderson is willing and able to provide sewer service to the above-referenced properties. Service can be provided from the following existing service(s): a 12" main located along Bailey Creek. Please consider that an extension may be necessary to serve the property and would be at the expense of the developer.

The total flow from this development will be approximately 47,400 GPD. The wastewater will be treated at the Rocky River Wastewater Treatment Plant operating under permit # SC0023744.

Said service will be provided in accordance with Electric City Utilities/City of Anderson policies and procedures, and our prevailing Rules, Regulations and Rates. Following a final inspection and SCDHEC permit to operate (if applicable), Electric City Utilities/City of Anderson will own, operate and maintain the sewer system.

Should you have any questions, please give me a call at (864) 231-5230. We appreciate the opportunity to be of service to you.

Sincerely yours,

Jeffrey H. Caldwell, P.E.
Utilities Director

JHC/tlw

309 Kirkwood Drive
Anderson, SC 29624
Ph: 864-231-2250
Fax: 864-231-2251
10 July 2018

Bluewater Civil Design, LLC.
Paul Harrison
718 Lowndes Hill Road
Greenville, S.C. 29607

RE: Hammond Water District Availability Letter. Crestview Single Family Residential Development. TMS #147-00-04-005, 007 & 009.

Mr. Harrison.

Hammond Water District is the potable water provider for this area. We currently have existing water mains located on both Crestview Road, Midway Road and Harriet Circle. We do have the ability to provide potable water to these parcels of land.

Please understand that there may be offsite water main extensions that will be required in order to provide adequate fire protection availability to this development. All costs associated with the water main installation will be at the expense of the owner/developer.

If you have any further questions regarding this development, please feel free to contact me.

Sincerely,

Chuck Cortez
Manager, Hammond Water District.
July 10th, 2018

Kowalski Larry
Crestview Rd and Harriett Circle
Anderson, SC 29621

Subject: New Subdivision coming soon called Crestview

To Whom It May Concern:

This letter confirms that Duke Energy Company can provide electric service to the proposed site at the location described above, provided all necessary easements, permits and rights-of-way can be obtained. Please call Duke Energy at 1-800-777-9898 when your construction plans are complete so we can expedite installation of facilities to meet electrical requirements.

Duke Energy appreciates the opportunity to provide your electric service.

Sincerely,

Aubrey Dixon
Engineering Technologist II
Proposed Subdivision/Development Name and Road Name Form

Date: 07/05/2018

The Anderson County GIS and E911 Addressing Department requests all County and Municipal Developers to submit Subdivision/Development names and road names for approval, along with a site plan to scale (pdf is acceptable). According to SC State Law, Anderson County Code of Ordinance, and the E911 Addressing Policy, it is imperative to eliminate any duplication of Subdivision/Development names and road names. It is also necessary to indicate the number of road names required. Once the names are approved as mandated by the Anderson County Code of Ordinances Sec. 62-2(a) and E911 Addressing Policy, an approval form will be given to you. The approval form must accompany the preliminary or final plats when presented to the Subdivision Administrator or Building Officials for approval. If there are any revisions, please notify the E911 Addressing Office as soon as possible. Plot plans are needed for E911 addresses to be issued for corner lots.

Please print, fill out all the information below, and return to the E911 Addressing Office, 401 E River St, Sec 100, Anderson, SC 29624, Tel (864) 260-4392 and Fax (864) 260-4099. Please no more than twelve road names at a time.

Developer/Contact Names: Falcon Real Estate Development

Address: 7 Hindman Drive, Greenville, SC 29609

Phone: 864-907-6509 Fax:

Email: phillip@falconsouthcarolina.com

Parent Tax Map Sheet #: 1470004005, 1470004007, & 1470004009 Zip Code: 29621

Site plan: Residential: X Commercial: Other:

Proposed Subdivision Names:

Crestview

Proposed Road Names:

Oaky Avenue Acorn Avenue

Petal View Ferry Passage

Milky Way

Hazelnut Drive

Oak Row

Mill Row

According to the Anderson County Addressing Policy road names may be reserved for one year from the date of the approval form. If the final recording of the preliminary subdivision plan does not occur within one year, a written request for a one-year extension of the road names reservation may be submitted to Anderson County E911 Addressing Office. If you have any questions or require additional information, please call Denise at (864) 260-4392 and fax (864) 260-4099 or Rhonda at (864)260-1056 and fax (864)260-4099.

Revised 12/14/2016
Rezoning Request
Crestview Rd., Harriett Cr., & Midway Rd.
PD to IZOD
Rezoning Request
Crestview Rd., Harriett Cr., & Midway Rd.
PD to IZOD
Rezoning Request
Crestview Rd., Harriett Cr., & Midway Rd.
PD to IZOD
Rezoning Request
Crestview Rd., Harriett Cr., & Midway Rd.
PD to IZOD
ORDINANCE NO. 2018-040

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

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

WHEREAS, pursuant to Section 3(A) of the Agreement, the boundaries of the park created therein (the “Park”) may be enlarged pursuant to ordinances of the County Councils of Anderson County and Greenville County; and

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

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

DONE in meeting duly assembled this _____ day of ____________, 2018.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

______________________________
Lacey Croegaert
Clerk to Anderson County Council

APPROVED AS TO FORM:

______________________________
Leon C. Harmon
County Attorney

First Reading: ___________________________
Second Reading: ___________________________
Third Reading: ___________________________
Public Hearing: ___________________________
Addition to Exhibit A to Agreement for the Development of a Joint County Industrial and Business Park dated as of December 1, 2010, as amended, between Anderson County and Greenville County

[Project 20180430 Legal Description to be added]
STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify (i) that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of , 20__, and , 20__, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council; and (ii) the public hearing for the attached ordinance was conducted by County Council at the County Council meeting of , 20__.

______________________________
Clerk, Anderson County Council

Dated: ____________, 20__
RESOLUTION NO. R2018-046

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT 20180430, WHEREBY, UNDER CERTAIN CONDITIONS, ANDERSON COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WHEREBY PROJECT 20180430 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 into 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 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 20180430 (the “Company”) has requested that the County assist in the acquisition, construction and installation of improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a manufacturing components testing facility in the County facility in the County (collectively, the “Project”), which will result in expected investment by the Company in the Project of approximately Three Million Four Hundred Twenty-Five Thousand Dollars ($3,425,000) in non-exempt investment and the expected creation of approximately thirty-one (31) new, full-time jobs (with benefits) in connection therewith, by December 31 of the fifth (5th) 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 Project is to be located, to the extent not already therein located, in a multi-county industrial and business park (the “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, for the purpose of providing development incentives for the Project through the payment by the Company of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the 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 the 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 of 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 4th day of September, 2018.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____________________________
Tommy Dunn, Chairman
Anderson County Council

Attest:

____________________________
Lacey A. Croegaert
Clerk to Anderson County Council

Approved as to form:

____________________________
Leon C. Harmon
Anderson County Attorney
INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (this “Agreement”) made and entered into as of __________, ____ 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 20180430, 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”) and 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 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 improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a manufacturing components testing facility in the County in the County (collectively, the “Project”), which will result in an expected investment by the Company in the Project of Three Million Four Hundred Twenty-Five Thousand Dollars ($3,425,000) (the “Contract Minimum Investment Requirement”) and the expected (but not required) creation by the Company of approximately thirty-one (31) net new, full-time, jobs (with benefits) with respect thereto (the “Jobs Requirement”), all 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 Anderson 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 (hereinafter defined), 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 ___[County to confirm.]_____, 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 Sourced 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 twenty (20) years, commencing with the first year of the capital investment made under the Fee Agreement, continuing until the nineteenth (19th) year following such year.

(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 ("FILOT Payments") to the County for a period of twenty (20) 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 six percent (6%); (ii) a fixed millage rate of 308.7 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2017); 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.

Section 2.4. The County hereby consents to 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 Companies, in their 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 ("SSRC") 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 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), as follows: for each of the first five (5) years of the Project, a SSRC of forty percent (40%) of each year's payments in lieu of taxes; and for each of the sixth (6th) through the tenth (10th) years of the Project, a SSRC of and thirty percent (30%) of each year's payments in lieu of taxes.

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. If the Jobs Requirement is not met by the end of the Investment Period, the 30% SSRC otherwise afforded to the Project during years six (6) through ten (10) will be reduced to 10%; if the Contract Minimum Investment Requirement is not met by the end of the third (3rd) year of the Investment
Period, the 30% SSRC otherwise afforded to the Project during years six (6) through ten (10) will be reduced to 10%; notwithstanding the foregoing, if the total Jobs Requirement and Contract Minimum Investment Requirement are complete by the end of the sixth (6th) year of the Project, incentives will be restored prospectively as set forth in Section 4.02(a) hereof.

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; and

(e) The Company agrees to use commercially reasonable efforts to meet, or cause to be met, the Contract Minimum Investment Requirement 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 in Lieu of Tax and Special Source Credit 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 of the year after the inducement agreement is approved, 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 PILOT 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 PILOT 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.

[Signature pages follow.]
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
Anderson County Council

Attest:

Lacey A. Croegaert
Clerk to Anderson County Council

Approved as to form:

Leon C. Harmon
Anderson County Attorney

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]
PROJECT 20180430
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 ______, 20__, 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.

__________________________________
Lacey A. Croegaert
Clerk to Anderson County Council

Dated: ____________, 20__
RESOLUTION NO. R2018-048

A RESOLUTION AUTHORIZING APPLICATION TO THE STATE FISCAL ACCOUNTABILITY AUTHORITY OF SOUTH CAROLINA FOR APPROVAL OF THE ISSUANCE BY ANDERSON COUNTY, SOUTH CAROLINA, OF ITS SPECIAL SOURCE REVENUE BONDS, IN ONE OR MORE SERIES, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING $28,750,000, PURSUANT TO THE PROVISIONS OF TITLE 4, CHAPTERS 1 AND 29 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

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 the Constitution of the State of South Carolina, 1895, as amended (the “Constitution”) and the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 4, Chapters 1 and 29 of the Code, as amended (collectively the “Act”), to issue special source revenue bonds whereby the industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing industrial enterprises to locate in and remain in the State and thus utilize and employ the manpower, agricultural products and natural 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 to grant certain credits to assist in development of infrastructure for such projects;

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13 of the Constitution and the Act: (i) to develop industrial and business parks jointly with other counties wherein the area comprising the parks and all property having a situs therein is exempt from all ad valorem taxation and, instead, is subject to fees in lieu of taxes, and (ii) to issue special source revenue bonds secured by all or a portion of such fee in lieu of tax payments for the purpose of paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or certain projects described in the Act, for improved or unimproved real estate and personal property used in the operation of a manufacturing or commercial enterprise, or for certain aircraft described in the Act, which property is determined by the County to enhance the economic development of the issuer and costs of issuance of the bonds;

WHEREAS, the County has entered into, and may in the future enter into, various agreements for the development of joint county industrial and business parks (the “Park Agreements”) pursuant to Section 13 of Article VIII of the Constitution and Section 4-1-170 of the Code in order to implement the public purposes enumerated in the Act;

WHEREAS, pursuant to the Act and General Bond Ordinance No. 2004-041 enacted by the County Council on November 4, 2004, and various ordinances supplemental thereto (the “Bond Ordinance”), the County, with the approval of the State Budget and Control Board of South Carolina (the “Budget and Control Board”), previously issued the following special source revenue bonds, which comprise all presently outstanding special source revenue bonds of the County, which bonds are secured by certain revenues pledged under the Bond Ordinance: (a) the $5,800,000 original principal amount Special Source Revenue Bond, Series 2006 (the “Series 2006
Bond”), currently outstanding in the principal amount of $1,350,000; (b) the $2,700,000 original principal amount Special Source Revenue Bond, Series 2007 (the “Series 2007 Bond”), currently outstanding in the principal amount of $910,000; (c) the $1,570,000 original principal amount Special Source Revenue Bond, Series 2008A (the “Series 2008A Bond”), currently outstanding in the principal amount of $950,000; and (d) the $3,545,000 original principal amount Special Source Revenue Bond, Series 2014A (the “Series 2014A Bond”, and together with the Series 2006 Bond, the Series 2007 Bond, the Series 2008A Bond, the “Refunded Bonds”), currently outstanding in the principal amount of $730,000. The aggregate principal amount of Refunded Bonds currently outstanding is $3,940,000;

WHEREAS, the County has been advised that under current market conditions a nominal savings may be effected through the refunding of the Refunded Bonds and that, in the event no savings may be realized, existing covenants in the proceedings authorizing the Refunded Bonds impede and hamper the ability of the County to issue additional special source revenue bonds in the future that are required to provide for essential County infrastructure, such that the benefits accruing to the County from the refunding of the Refunded Bonds in the absence of any savings or in the instance of incurring of costs associated therewith may be outweighed by such considerations;

WHEREAS, pursuant to the Act, the County Council finds that it is now in the best interest of the County to issue, subject to the approval of the State Fiscal Accountability Authority of South Carolina (the “State Authority”), special source revenue bonds in one or more series in order to (1) defray all or a portion of the costs of planning, developing, acquiring, constructing, and equipping of sewer system repairs and improvements to include (i) new, repaired or replaced sewer system lines, pump stations, and treatment facilities, and related infrastructure, and (ii) the decommissioning of certain existing sewer system infrastructure ((i) and (ii), the “2018 Project”); (2) pay all or a portion of the interest coming due on such bonds for a period not to exceed three years from the date of issuance of the applicable series of bonds; (3) pay the cost of the refunding of the Refunded Bonds (the “Refunding”); (4) fund, if necessary, a debt service reserve fund; and (5) pay the costs of issuance of the bonds. The County Council further finds that it may be in the interest of the County, taking into account the delivery and draw schedule of the 2018 Project and prevailing market conditions, to issue notes in anticipation of the bonds financing such project, and to issue bonds from time to time as several series;

WHEREAS, the County Council finds that, subject to the approval of the State Authority, in order to effect a refunding of the Refunded Bonds and to defray the costs of the 2018 Project, and related financing and issuance costs, special source revenue bonds should be issued in an amount not to exceed $28,750,000 (the “Bonds”);

WHEREAS, it is now deemed advisable by the County Council to file with the State Authority, in compliance with Sections 4-29-110 and 4-29-140 of the Code, the Petition of the County requesting approval by the State Authority of the proposed issuance of the Bonds; and

NOW, THEREFORE, BE IT RESOLVED by the County Council of Anderson County, South Carolina as follows:
Section 1  Findings and Determinations. It is hereby found, determined and declared as follows:

(a) The 2018 Project and the projects financed by the Refunded Bonds (collectively, the “Projects”) constitute “infrastructure” for the purposes of Section 4-29-68 of the Act, and the Projects and the issuance of the Bonds in the principal amount not to exceed $28,750,000 to defray the costs of the 2018 Project, refund the Refunded Bonds, and pay related financing and issuance costs of the Bonds serve the purposes and in all respects, conform to the provisions and requirements of the Act. It is expected that the Projects have resulted and will result, as applicable, in the stimulation of the economy of the County and neighboring areas, and that the completion of the Projects will promote or have promoted, as applicable, increased opportunities for economic growth and development within the County by providing needed infrastructure improvements. Specifically, the 2018 Project and its expansion of sewer service in the County is anticipated to substantially further the economic development of the County by making areas unfit for development available therefor, and by increasing the economic development capacity of areas presently served.

(b) A reasonable estimate of the cost to defray the costs of the 2018 Project and refund the Refunded Bonds, including all financing and issuance costs incident thereto, is an amount not to exceed $28,750,000.

(c) No “financing agreement” or “security agreement” has been executed in connection with the Projects or the Refunded Bonds, nor is either contemplated in connection with the Bonds, as such terms are defined in Title 4, Chapter 29 of the Act.

(d) Pursuant to Section 4-29-60 of the Act, the County Council finds that: (i) the Projects and the Refunding subserve the purposes of the Act; (ii) the Projects benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (iii) the Projects and the Refunding gives rise to no charge against the County’s general credit or taxing power; (iv) the aggregate principal amount of the Bonds to finance the 2018 Project and the Refunding is expected to not exceed $28,750,000; (v) the amount necessary in each year to pay the principal of and the interest on the Bonds will be set forth in the record of proceedings related thereto; (vi) the County may establish a debt service reserve fund in connection with the Bonds and shall fix such amount in the record of proceedings related thereto; and (vii) the County shall pay the costs of maintaining the Projects and keeping them in good repair, and the costs of keeping them properly insured, if any, and shall set forth an estimate of such amount in the record of proceedings relating to the Bonds.

Section 2  Submission of Petition. There is hereby authorized and directed the submission on behalf of the County a Petition requesting the approval by the State Authority of the proposal of the County to issue the Bonds pursuant to the within referenced provisions of the Code. The Petition, which constitutes and is hereby made a part of this authorizing Resolution, to be in substantially the form attached hereto.
Section 3  Execution of Petition. The Chairman of the County Council and the County Administrator are hereby authorized and directed to execute said Petition in the name and on behalf of the County, with such changes as they shall approve; and the Clerk to County Council is hereby authorized and directed to attest the same and thereafter to submit an executed copy of this resolution to the State Authority in Columbia, South Carolina.

Section 4  Effect of Resolution. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this Resolution shall take effect and be in full force from and after its passage and approval.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
DONE IN MEETING DULY ASSEMBLED, this 4th day of September, 2018.

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey Croegaert
Anderson County Clerk to Council

Approved as to form:

Leon C. Harmon
Anderson County Attorney

ANDERSON COUNTY COUNCIL

Tommy Dunn, Chairman
STATE OF SOUTH CAROLINA

ANDERSON COUNTY

TO THE STATE FISCAL ACCOUNTABILITY AUTHORITY OF SOUTH CAROLINA

PETITION

This Petition of Anderson County, South Carolina (the "County"), pursuant to Title 4, Chapters 1 and 29 of the Code of Laws of South Carolina 1976, as amended (the "Act"), and particularly Sections 4-1-175, 4-29-68, 4-29-110 and 4-29-140 thereof, respectfully shows:

1. The County Council of Anderson County (the "County Council") is the governing body of the County and as such is the "governing board" of the County referred to in the Act.

2. The Act, among other things, empowers the County, subject to obtaining the approval of the State Fiscal Accountability Authority of South Carolina (the "State Authority"), pursuant to Sections 4-29-110 and 4-29-140 of the Act, to issue special source revenue bonds for, inter alia, the purpose of defraying the cost of "designing, acquiring, constructing, improving, or expanding" infrastructure as referred to in Section 4-29-68(A)(2) of the Act and to secure the payment of such bonds from payments in lieu of taxes received and retained by the County under Section 13 of Article VIII of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution").

3. The County is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13 of the Constitution and the Act: (i) to develop industrial and business parks jointly with other counties wherein the area comprising the parks and all property having a situs therein is exempt from all ad valorem taxation, and instead, is subject to fees in lieu of taxes, and (ii) to issue special source revenue bonds secured by all or a portion of such fee in lieu of tax payments for the purpose of paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the issuer or certain projects described in the Act, for improved or unimproved real estate and personal property used in the operation of a manufacturing or commercial enterprise, or for certain aircraft described in the Act, which property is determined by the County to enhance the economic development of the issuer and costs of issuance of the bonds.

4. The County has entered into, and may in the future enter into, various agreements for the development of joint county industrial and business parks (the "Park Agreements") pursuant to Section 13 of Article VIII of the Constitution and Section 4-1-170 of the Act in order to implement the public purposes enumerated in the Act.

5. Pursuant to the Act and General Bond Ordinance No. 2004-041 enacted by the County Council on November 4, 2004, and various ordinances supplemental thereto (the "Bond Ordinance"), the County, with the approval of the State Budget and Control Board of South Carolina (the "Budget and Control Board"), previously issued the following special source revenue
bonds, which comprise all presently outstanding special source revenue bonds of the County, which bonds are secured by certain revenues pledged under the Bond Ordinance: (a) the $5,800,000 original principal amount Special Source Revenue Bond, Series 2006 (the “Series 2006 Bond”), currently outstanding in the principal amount of $1,350,000; (b) the $2,700,000 original principal amount Special Source Revenue Bond, Series 2007 (the “Series 2007 Bond”), currently outstanding in the principal amount of $910,000; (c) the $1,570,000 original principal amount Special Source Revenue Bond, Series 2008A (the “Series 2008A Bond”), currently outstanding in the principal amount of $950,000; and (d) the $3,545,000 original principal amount Special Source Revenue Bond, Series 2014A (the “Series 2014A Bond”, and together with the Series 2006 Bond, the Series 2007 Bond, the Series 2008A Bond, the “Refunded Bonds”), currently outstanding in the principal amount of $730,000. The aggregate principal amount of Refunded Bonds currently outstanding is $3,940,000.

6. The County has been advised that under current market conditions a nominal savings may be effected through the refunding of the Refunded Bonds and that, in the event no savings may be realized, existing covenants in the proceedings authorizing the Refunded Bonds impede and hamper the ability of the County to issue additional special source revenue bonds in the future that are required to provide for essential County infrastructure, such that the benefits accruing to the County from the refunding of the Refunded Bonds in the absence of any savings or in the instance of incurring of costs associated therewith may be outweighed by such considerations.

7. Pursuant to the Act, the County Council has determined that it is now in the best interest of the County to issue, subject to the approval of the State Fiscal Accountability Authority of South Carolina (the “State Authority”) special source revenue bonds in order to (1) defray all or a portion of the costs of planning, developing, acquiring, constructing, and equipping of sewer system repairs and improvements to include (i) new, repaired or replaced sewer system lines, pump stations, and treatment facilities, and related infrastructure, and (ii) the decommissioning of certain existing sewer system infrastructure ((i) and (ii), the “2018 Project”); (2) pay all or a portion of the interest coming due on such bonds for a period not to exceed three years from the date of issuance of the applicable series of bonds; (3) pay the cost of the refunding of the Refunded Bonds (the “Refunding”); (4) fund, if necessary, a debt service reserve fund; and (5) pay the costs of issuance of the bonds. The County Council has further determined that it may be in the interest of the County, taking into account the delivery and draw schedule of the 2018 Project and prevailing market conditions, to issue notes in anticipation of the bonds financing such project, and to issue bonds from time to time as several series.

8. The County Council has determined that it is now in the best interest of the County to issue, subject to the approval of the State Authority, special source revenue bonds in an amount not to exceed $28,750,000 (the “Bonds”) in order to effect a refunding of the Refunded Bonds and to defray the costs of the 2018 Project, and related financing and issuance costs of the Bonds.

9. Pursuant to Section 4-29-60 of the Act, the County Council has determined that: (i) the Project and the Refunding subserve the purposes of the Act; (ii) the Projects benefits the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (iii) the Projects and the Refunding gives rise to no charge
against the County’s general credit or taxing power; (iv) the aggregate principal amount of the Bonds to finance the 2018 Project and the Refunding is expected to not exceed $28,750,000; (v) the amount necessary in each year to pay the principal of and the interest on the Bonds will be set forth in the record of proceedings related thereto; (vi) the County may establish a debt service reserve fund in connection with the Bonds and shall fix such amount in the record of proceedings related thereto; and (vii) the County shall pay the costs of maintaining the Projects and keeping them in good repair, and the costs of keeping them properly insured, if any, and shall set forth an estimate of such amount in the record of proceedings relating to the Bonds.

10. Pursuant to Sections 4-29-110 and 4-29-140 of the Act, the County sets forth the following information:

(a) The 2018 Project and the projects financed by the Refunded Bonds (collectively, the “Projects”) constitute “infrastructure” for the purposes of Section 4-29-68 of the Act, and the Projects and the issuance of the Bonds in the principal amount not to exceed $28,750,000 to defray the costs of the 2018 Project, refund the Refunded Bonds, and pay related costs of financing and issuance of the Bonds serve the purposes and in all respects, conform to the provisions and requirements of the Act. It is expected that the Projects have resulted and will result, as applicable, in the stimulation of the economy of the County and neighboring areas, and that the completion of the Projects will promote or have promoted, as applicable, increased opportunities for economic growth and development within the County by providing needed infrastructure improvements. Specifically, the 2018 Project and its expansion of sewer service in the County is anticipated to substantially further the economic development of the County by making areas unfit for development available therefor, and by increasing the ability to develop areas presently served.

(b) A reasonable estimate of the cost to defray the costs of the Project and the Refunding, including all financing and issuance costs incident thereto, is an amount not to exceed $28,750,000.

(c) No “financing agreement” or “security agreement” has been executed in connection with the Projects or the Refunded Bonds, nor is either contemplated in connection with the Bonds, as such terms are defined in Title 4, Chapter 29 of the Act.

(d) The Bonds will be issued pursuant to an ordinance or ordinances enacted by County Council pursuant to the Act, and such ordinance or ordinances will secure the Bonds on a parity with other special source revenue bonds of the County issued to refund the Refunded Bonds, payable from a pledge of 15% of net fees derived from the Park Agreements. The Bonds, and the interest thereon, will be: (i) payable solely from, and secured by, a pledge of a portion of the net park fees received and retained by the County under the Park Agreements; (ii) not secured by, or in any way entitled to, a pledge of the full faith, credit, or taxing power of the County; (iii) not an indebtedness of the County within the meaning of any State Constitutional provision or statutory limitation but, in accordance with the provisions of Article X, Section 14 of the Constitution, are payable solely from a special source, which source does not include revenues from any tax or license; and (iv) not a pecuniary liability of the County or a charge against the County’s general credit or taxing power.
Upon the basis of the foregoing, the County respectfully requests that the State Authority:

1. Accept the filing of this Petition;
2. Conduct such review as it considers advisable;
3. If it finds that the proposal of the County is intended to promote the purposes of the Act, approve the proposal of the County to execute and deliver the Bonds pursuant to the Act to defray the costs and expenses associated therewith; and
4. Give published notice of its approval in the manner set forth in Section 4-29-140 of the Act.

Respectfully submitted,

COUNTY OF ANDERSON, SOUTH CAROLINA

(SEAL)

By: ________________________________
   Chairman of County Council

Attest:

_______________________________
Clerk to County Council
August 14, 2018

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

Dear Mr. Dunn,

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

1. The tax levy for the Anderson County Council for the 2018 Tax Year.

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

For your convenience, I am enclosing a copy of the above reference code. Please return this information to the Auditor’s Office no later than September 14, 2018.

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

Sincerely,

Jacky Hunter
Anderson County Auditor
JH/kd

I, Tommy Dunn, Chairman, Anderson County Council, on behalf of the Anderson County Council, do hereby certify to Jacky Hunter, Anderson County Auditor, that the 2018 Tax Levy is in compliance with the laws limiting the millage rate imposed by that political subdivision pursuant to South Carolina Code Section 12-43-285.

Enclosure
Ce: Mr. Rusty Burns, Administrator
Post Office Box 8002 • Anderson, S.C. 29622-8002 • (864) 260-4027 • (864) 260-4206 fax
www.andersoncountysc.org

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

(B) If a millage rate is in excess of that authorized by law, the county treasurer shall either issue refunds or transfer the total amount in excess of that authorized by law, upon collection, to a separate, segregated fund, which must be credited to taxpayers in the following year as instructed by the governing body of the political subdivision on whose behalf the millage was levied. An entity submitting a millage rate in excess of that authorized by law shall pay the costs of implementing this subsection or a pro rata share of the costs if more than one entity submits an excessive millage rate.
ANDERSON COUNTY TAX LEVIES – TAX YEAR 2018

These 2018 tax levies support the County’s FY 18-19 Budget as approved by County Council for the FY 19 Budget (Ordinance No. 2018-016) along with comparison of the FY 17-18 tax levies:

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<th>FY 18</th>
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</thead>
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<td>Capital Projects Reserve Fund</td>
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<td>County-wide EMS</td>
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<td>Infrastructure Reserve Fund</td>
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<td>Levies Needed to Meet Budget Approved by County Council</td>
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Also, County Council is responsible for setting the following levies, which are also included in the FY 18-19 Budget Ordinance:

**Other Levies Approved by County Council:**

<table>
<thead>
<tr>
<th>Fund/Project</th>
<th>FY 19</th>
<th>FY 18</th>
</tr>
</thead>
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AGENDA
Planning and Public Works Committee Meeting
Monday, August 27, 2018 at 8:30 am
Anderson Historic Courthouse
2nd Floor Conference Room
101 South Main Street, Anderson, South Carolina 29622
M. Cindy Wilson, Presiding

Planning/Public Works Committee

Consisting of three members of Council, functions as a review, oversight and advisory body of subdivision regulations, building and other regulatory codes, the zoning ordinance, transportation, rights of way, building and grounds, licenses and business regulations, community development, and housing authority programs, public works department, and other matters thereto.

1. Call to Order: Chairman M. Cindy Wilson
2. Invocation and Pledge: Mr. Ken Waters
3. Compensation for Planning Board Members and Board of Appeals Dr. Jeff Parkey
4. Subdivisions Regulation Discussion Dr. Jeff Parkey
5. Traffic Study Updates Dr. Jeff Parkey
6. New Business
7. Citizens Comments
8. Adjournment

Committee Members: M. Cindy Wilson, Chair
Honorable Craig Wooten
Honorable Ken Waters

Tommy Dunn
Chairman
Council District 5

Ray Graham
Vice Chairman
Council District 3

Craig Wooten
Council District 1

Gracie S. Floyd
Council District 2

Thomas F. Allen
Council District 1

Ken Waters
Council District 6

M. Cindy Wilson
Council District 7

Lacey A. Crogan
Clerk to Council

Rusty Burns
County Administrator
August 24, 2018

MEMO TO: Planning & Public Works Committee
FROM: Jeff Parkey, Planning Director
RE: Agenda Items, August 27, 2018 meeting

Dear Ms. Wilson and Committee members,

As it concerns items for discussion on the PPW Committee Meeting agenda for August 27, 2018:

1. South Carolina Planning Enabling Legislation provides for the compensation of Planning Commissioners and members of Boards of Zoning Appeal, at the discretion of the local governing authority. Currently, Anderson County does not compensate its Planning Commissioners or BZA members. Some counties in our region do. A stipend or honorarium could be provided to Commissioners and BZA members, on a per meeting basis. State-required continuing education hours and meeting attendance record should also be considered within this policy review.

2. During the Planning and Public Works Committee meeting of August 13, 2018, the recent changes to Greenville County’s subdivision requirements were noted. These changes concern additional criteria made available for the review and potential approval of submitted development proposals. At the Committee’s direction, subdivision review criteria contained in Anderson County’s code (Sec.38-311) was compared with Greenville’s, as well as that of several other counties, and with “ideal” approval criteria published by the American Planning Association (2008). When compared to these other sources, Anderson County’s code is relatively quiet with respect to specific criteria to be used by the Planning Commission when approving or denying preliminary subdivision proposals. More explicit guidance on this matter could be included in the County’s code.

3. Under direction, a review of the threshold for requiring traffic impact studies is being made. Currently, these studies are required when developments on county roads generate 100 or more peak hour trips. It is the responsibility of developers to provide for traffic impact studies, and furnish these results to the County’s Roads and Bridges Department. In addition to traffic impact study requirement thresholds, the County’s ability to implement recommended improvements arising from the results of traffic impact studies may also warrant review.

Respectfully submitted,

Jeff Parkey
Update on Planning Commission  
August 27, 2018

### Meeting Attendance

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<tr>
<th>Name</th>
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<th>2017</th>
<th>2018</th>
<th>Avg.</th>
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### Continuing Education Units (in Hours)

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<th>2017</th>
<th>2018</th>
<th>2018</th>
</tr>
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<tr>
<td>Jane Jones (Vice)</td>
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<td>3</td>
<td>6</td>
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</tr>
<tr>
<td>Debbie Chapman</td>
<td>7</td>
<td>6</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
</tbody>
</table>

Continuing Education Requirements for Planning Commission  
(https://www.scstatehouse.gov/code/t06c029.php):

**SECTION 6-29-1340.** Educational requirements; time-frame for completion; subjects.

(A) Unless expressly exempted as provided in Section 6-29-1350, each appointed official and professional employee must:

1. no earlier than one hundred and eighty days prior to and no later than three hundred and sixty-five days after the initial date of appointment or employment, attend a minimum of six hours of orientation training in one or more of the subjects listed in subsection (C); and

2. annually, after the first year of service or employment, but no later than three hundred and sixty-five days after each anniversary of the initial date of appointment or employment, attend no fewer than three hours of continuing education in any of the subjects listed in subsection (C).
(B) An appointed official or professional employee who attended six hours of orientation training for a prior appointment or employment is not required to comply with the orientation requirement for a subsequent appointment or employment after a break in service. However, unless expressly exempted as provided in Section 6-29-1350, upon a subsequent appointment or employment, the appointed official or professional employee must comply with an annual requirement of attending no fewer than three hours of continuing education as provided in this section.

(C) The subjects for the education required by subsection (A) may include, but not be limited to, the following:

1. land use planning;
2. zoning;
3. floodplains;
4. transportation;
5. community facilities;
6. ethics;
7. public utilities;
8. wireless telecommunications facilities;
9. parliamentary procedure;
10. public hearing procedure;
11. administrative law;
12. economic development;
13. housing;
14. public buildings;
15. building construction;
16. land subdivision; and
17. powers and duties of the planning commission, board of zoning appeals, or board of architectural review.

(D) In order to meet the educational requirements of subsection (A), an educational program must be approved by the advisory committee.
SECTION 6-29-1350. Exemption from educational requirements.

(A) An appointed official or professional employee who has one or more of the following qualifications is exempt from the educational requirements of Section 6-29-1340:

(1) certification by the American Institute of Certified Planners;

(2) a masters or doctorate degree in planning from an accredited college or university;

(3) a masters or doctorate degree or specialized training or experience in a field related to planning as determined by the advisory committee;

(4) a license to practice law in South Carolina.

(B) An appointed official or professional employee who is exempt from the educational requirements of Section 6-29-1340 must file a certification form and documentation of his exemption as required in Section 6-29-1360 by no later than the first anniversary date of his appointment or employment. An exemption is established by a single filing for the tenure of the appointed official or professional employee and does not require the filing of annual certification forms and conforming documentation.

Compensation of Planning Commission and Board of Zoning Appeal Members

Abbeville County - Volunteer Only

Greenwood County - Volunteer Only

Greenville County - Volunteer Only

Oconee County

- Planning Commissioners receive $25 per meeting attended, paid annually in December. Special called meetings and other events are included. Trainings are mandatory and therefore, not included.
- Board of Zoning Appeal Members receive a flat $100 thank you card in December.

Pickens County - Volunteer Only

Spartanburg County

- Planning Commissioners and Board of Zoning Appeal Members received $50/regular or special called meeting attended. Special trainings and retreats require the County Administrator’s approval prior to compensation.

* Other items that may be taken into consideration:

- Commissioners should maintain their annual state-required continuing education hours
- Commissioners should maintain an acceptable attendance record
ORDINANCE #2017-036

AN ORDINANCE TO AMEND CHAPTER 38-118 OF THE ANDERSON COUNTY CODE OF ORDINANCES, SO AS TO CLARIFY TRAFFIC IMPACT STUDY REQUIREMENTS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the requirements and minimum development thresholds pertaining to traffic impact studies are established in Chapter 38, Section 118(f) of the Anderson County Code of Ordinances; and

WHEREAS, the County wishes to clarify requirements and minimum development thresholds for traffic impact studies; and

WHEREAS, the Anderson County Planning Commission held a duly advertised Public Hearing on November 14, 2017, after which it reviewed the proposed revisions as described in Exhibit A, and recommended the proposed revisions to County Council; and

WHEREAS, Anderson County Council wishes to amend Chapter 38-118(f) of the Anderson County Code of Ordinances, attached hereto and incorporated herein as Exhibit A.

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

1. Chapter 38, Section 38-118(f) of the Anderson County Code of Ordinances, attached hereto as Exhibit A, is hereby amended.

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.
Exhibit A

Sec. 38-118. - Intensity standards.

(f) Traffic impact studies. A traffic impact study shall be required along the County road-network when a development will generate 100 or more trips during the peak hour of the traffic generator or the peak hour of the adjacent street. The estimated number of trips for the site will be based on the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. The table below provides guidelines for determining the need for a traffic impact study. The traffic impact study and subsequent access location, turning lane and signalization requirements shall follow the South Carolina Department of Transportation Access and Roadside Management Standards, latest edition. For studies of County roads, the district traffic engineer (DTE) shall act as the county engineer. Projects on State roads must comply with DOT's Access and Roadside Manual. The developer shall be responsible for all costs of the required study, roadway improvements identified in the study, and right-of-way acquisition. The traffic impact study shall be included with either the application for certificate of compliance or preliminary plat, depending on the nature of the project.

Table: Institute of Transportation Engineers Trip Generation Manual Examples

<table>
<thead>
<tr>
<th>Land Use</th>
<th>100 Peak Hour Trips</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Home</td>
<td>90 units</td>
</tr>
<tr>
<td>Apartments</td>
<td>150 units</td>
</tr>
<tr>
<td>Condos/Townhomes</td>
<td>190 units</td>
</tr>
<tr>
<td>Mobile Home Park</td>
<td>170 units</td>
</tr>
<tr>
<td>Shopping Center - Gross Leasable Area (GLA)</td>
<td>16,000 s.f.</td>
</tr>
<tr>
<td>Fast Food Restaurant w/Drive In - Gross Floor Area</td>
<td>2,000 s.f.</td>
</tr>
<tr>
<td>Gas Station w/Convenience Store</td>
<td>7 fueling positions</td>
</tr>
<tr>
<td>Banks w/Drive-In (GFA)</td>
<td>4,000 s.f.</td>
</tr>
<tr>
<td>General Office</td>
<td>67,000 s.f.</td>
</tr>
<tr>
<td>Medical/Dental Office</td>
<td>29,000 s.f.</td>
</tr>
<tr>
<td>Research &amp; Development</td>
<td>71,000 s.f.</td>
</tr>
<tr>
<td>Light Industrial/Warehousing</td>
<td>185,000 s.f.</td>
</tr>
<tr>
<td>Manufacturing Plant (GFA)</td>
<td>144,000 s.f.</td>
</tr>
</tbody>
</table>
ATTEST: Ordinance 2017-036

Rusty Burns
Anderson County Administrator

Kimberly A. Poole
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: September 19, 2017
2nd Reading: November 21, 2017
3rd Reading: December 5, 2017
Public Hearing: November 21, 2017
Sec. 38-118. - Intensity standards.

(a) Definition. Intensity is a measure of development, designed principally to regulate land use in accordance with the design function and carrying capacity of the road on which it is located.

(b) Purposes. The purposes of this section are to:

1. Relate land use intensity to the design function and carrying capacity of the county's road network.
2. Reduce the cost of road repair and maintenance by prohibiting from residential roads intense uses which would overload and accelerate the deterioration of such roads.
3. Promote the safety and convenience of vehicular traffic.
4. Protect the residential quality of neighborhoods by limiting nonresidential traffic.
5. Promote the safety of neighborhood residents.

(c) Road classification. In order to carry out the purposes of subsection (b) above, all roads in the county are hereby classified on the basis of their traffic carrying capabilities, their general function in the circulation system, and the existing land use of abutting properties. The classification system is based on concepts and criteria contained in the Highway Functional Classification Manual, Concepts, Criteria, and Procedures, U.S. Department of Transportation, Federal Highway Administration, July 1974. The manual classifies roads into one of three functional categories—(1) local, (2) collector and (3) arterial. Local roads are separated from other types because they generally carry significant volumes of foot and bicycle traffic and are used by children. Therefore, traffic volumes must remain relatively low in order to provide the necessary safety for residential neighborhoods. Collector roads generally form barriers between subdivisions. Their traffic volumes and design speeds are correspondingly greater since their function is to connect major traffic routes. Arterial roads constitute the highway network upon which most traffic must flow. The efficiency of the system requires that arterial roads accommodate traffic at high speeds over considerable distances. For purposes of this section, these functional categories are refined to form a four road classification system (See Appendix B for diagram), characterized as follows:

1. Minor local (access) road: A minor local road is one designed primarily to access abutting properties. This road normally terminates in a cul-de-sac, loop or other turnaround, with no more than two access points.
2. Major local (access) road: A major local road is one designed primarily to access abutting properties. This road is characterized as one having two or more access points, and receiving traffic from minor local roads.
3. Collector road: A road that connects local access roads to the highway systems major and high-speed arterial roads. The collector road provides both land access service and traffic service within residential subdivisions, commercial and industrial areas. Collector roads form barriers between subdivisions and are designed for higher speeds and traffic volumes than major or minor local roads and shall not be designed as culs-de-sac.
4. Arterial road: A road designed to carry through traffic and to carry intra-county traffic. Arterial roads are characterized as having access control, channelized intersections, restricted parking and signalization. The concept of service to abutting land is subordinate to the provision of travel service.

(d) Standards. The following design capacity standards shall govern the intensity of development along all roads in the county:

<table>
<thead>
<tr>
<th>Road classification</th>
<th>Maximum ADT*</th>
</tr>
</thead>
</table>


Minor local road (one access point) 500
Minor local road (two access points) 1,000
Major local road 1,600
Collector road No maximum
Arterial road No maximum

*ADT = Average Daily Traffic (trips)

(e) Capacity calculations. All preliminary certificate of compliance and building permit applications affecting minor or major local roads shall be evaluated on the basis of their traffic generating capacity. Where a proposed use will cause the ADT to exceed the maximum set for such roads by subsection (d) above, a petition to change the road classification may be filed with the development standards manager, or the proposed use shall be adjusted to comply with the regulations. To measure the impact of a proposed use, the following table of traffic generation standards shall be used in computing the number of trips to be generated by a given use. Also, traffic generated by existing uses on the impacted road shall be calculated by the table to determine aggregate daily traffic volumes and the capacity to accommodate the proposed new use.

(f) Traffic impact studies. A traffic impact study shall be required for access approval through the state and county encroachment permit process when a development will generate 100 or more trips during the peak hour of the traffic generator or the peak hour of the adjacent street. The traffic impact study and subsequent access location, turning lane and signalization requirements shall follow the South Carolina Department of Transportation Access and Roadside Management Standards, latest edition. For studies of county roads, the district traffic engineer (DTE) shall be the county engineer. The developer shall be responsible for all costs of the required study, roadway improvements and right-of-way acquisition. The traffic impact study shall be included in the application for certificate of compliance or preliminary plat approval.

Traffic Generation Standards

<table>
<thead>
<tr>
<th>Land use</th>
<th>Average vehicle trips per day (AVT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Residential:</td>
<td></td>
</tr>
<tr>
<td>Single-family</td>
<td>10.0 (per unit)</td>
</tr>
<tr>
<td>Duplex/twin home</td>
<td>8.0 (per side)</td>
</tr>
<tr>
<td>Townhouses, patio homes</td>
<td>8.0 (per unit)</td>
</tr>
<tr>
<td>Category</td>
<td>Rate</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>Multifamily (apartments)</td>
<td>8.0</td>
</tr>
<tr>
<td>Retirement homes</td>
<td>4.0</td>
</tr>
<tr>
<td>Mobile home park</td>
<td>10.0</td>
</tr>
<tr>
<td>(2) Nonresidential:</td>
<td></td>
</tr>
<tr>
<td>Retail, freestanding</td>
<td></td>
</tr>
<tr>
<td>Supermarket</td>
<td>135.3</td>
</tr>
<tr>
<td>Discount store</td>
<td>50.2</td>
</tr>
<tr>
<td>Department store</td>
<td>36.1</td>
</tr>
<tr>
<td>Auto supply</td>
<td>88.8</td>
</tr>
<tr>
<td>Auto dealership</td>
<td>44.3</td>
</tr>
<tr>
<td>Convenience store</td>
<td>577.0</td>
</tr>
<tr>
<td>Retail, shopping center</td>
<td></td>
</tr>
<tr>
<td>Regional</td>
<td>33.5</td>
</tr>
<tr>
<td>Community</td>
<td>45.9</td>
</tr>
<tr>
<td>Neighborhood</td>
<td>97.0</td>
</tr>
<tr>
<td>Industrial</td>
<td>5.5</td>
</tr>
<tr>
<td>Offices</td>
<td></td>
</tr>
<tr>
<td>General</td>
<td>11.7</td>
</tr>
<tr>
<td>Medical</td>
<td>63.5</td>
</tr>
<tr>
<td>Governmental</td>
<td>21.0</td>
</tr>
<tr>
<td>Service type</td>
<td>Value</td>
</tr>
<tr>
<td>------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Research center</td>
<td>9.3</td>
</tr>
<tr>
<td>Restaurants</td>
<td></td>
</tr>
<tr>
<td>Quality</td>
<td>56.3</td>
</tr>
<tr>
<td>Other sit-down</td>
<td>198.5</td>
</tr>
<tr>
<td>Fast food</td>
<td>533.0</td>
</tr>
<tr>
<td>Banks</td>
<td>388.0</td>
</tr>
<tr>
<td>Hospitals (per staff member)</td>
<td>6.1</td>
</tr>
<tr>
<td>Educational (per student)</td>
<td></td>
</tr>
<tr>
<td>College</td>
<td>2.5</td>
</tr>
<tr>
<td>Secondary</td>
<td>1.4</td>
</tr>
<tr>
<td>Primary</td>
<td>0.6</td>
</tr>
<tr>
<td>Commercial</td>
<td>0.8</td>
</tr>
<tr>
<td>Libraries</td>
<td>41.8</td>
</tr>
</tbody>
</table>

Other uses to be established by the planning commission, from Quick Response Urban Travel Estimation Techniques, Transportation Research Board, Report No. 187.

(Ord. No. 03-007, § 1, 4-15-03; Ord. No. 2003-069, § 1a, 1-20-04; Ord. No. 2006-025, § 2, 8-15-06; Ord. No. 2011-017, § 1, 7-19-2011)
AGENDA
ANDERSON COUNTY COUNCIL
PUBLIC SAFETY COMMITTEE
Thursday, August 30, 2018 AT 11:45am
HISTORIC COURTHOUSE, 2ND FLOOR
CONFERENCE ROOM
CHAIRMAN S. RAY GRAHAM, PRESIDING

1. Call to order: Mr. Craig Wooten
2. Invocation/Pledge of Allegiance: Mr. Ray Graham
3. Williamston EMS Contract
4. Public Comment:
5. Adjournment:

Members: Chairman Ray Graham
Honorable Ken Waters
Honorable Craig Wooten
Please complete this application in its entirety and return to the address below:
Anderson County Council
c/o Clerk to Council
P. O. Box 8002
Anderson, SC 29622

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

Name: Ficman, Cheryl A.
Last, First, Middle Initial

Board(s) and/or committee(s) in which you are interested:
1. Anderson County Museum Advisory Board
2. 
3. 

Physical Address and Mailing Address, if different:

Home Phone: _____________________ Cell Phone: _____________________

Email: _____________________ Preferred method of contact: either

County Council District: ☑ 3 ☐
GED Equivalent: Yes or No

Highest Level of Education: Associate Degree High School Grad: Yes or No
College Attended: Morehead State University Degree: Associate of Applied Science
Address of College: 150 University Blvd Morehead, KY 40351

Employment History:

COMPANY POSITION EMPLOYMENT DATES

Gannett - Independent Mail Account Exec June 2011 - present

Gannett - Independent Mail Account Exec Nov 2016 - June 2018


Preposer's Gambler Account Manager Nov 1998 - July 2014

Signature of Applicant ____________ Date 8-28-18

Recommendation of Council: _______________________________
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

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

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

1. Name of entity requesting recreation fund appropriation:
   CAVALIER ATHLETIC Program (Anderson Cavaliers)

2. Amount of request (If requesting funds from more than one district, annotate amount from each
district): $500.00 EA

3. The purpose for which the funds are being requested: COST FOR EQUIPMENT, THE RENT FOR PRACTICE
   Field (AT CIVIC CENTER) GAME Field (AT McEwans Field), LIABILITY INSURANCE,
   LOGISTICS COST OF GETTING TEAM TO GAMES IN GA, NC, TENN, ETC. CAVALIERS MAINTAIN
   A MIDDLE SCHOOL, JV, AND VARSITY FOOTBALL TEAM. NO ONE RECEIVES A SALARY.

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

5. Contact Person: James D. Floyd
   Mailing Address: Anderson Cavaliers, 3300 North Main Street, Suite D, PMB 132
   Anderson Sc 29621
   Phone Number: 864-642-8588
   Email: f14fighter02@yahoo.com

6. Statement as to whether the entity will be providing matching funds:
   NONE

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

[Signature]
Print Name Date
Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-ES/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-ES) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter 4221-PC in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.
CAVALIER ATHLETIC PROGRAM INC.

Corporate Information

Entity Type: Nonprofit
Status: Good Standing
Domestic/Foreign: Domestic
Incorporated State: South Carolina

Important Dates

Effective Date: 02/08/2016
Expiration Date: N/A
Term End Date: N/A
Dissolved Date: N/A

Registered Agent

Agent: KEITH L. VAN ARSDALE
Address: 159 TULLY DRIVE
ANDERSON, South Carolina 29621

Official Documents On File

<table>
<thead>
<tr>
<th>Filing Type</th>
<th>Filing Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incorporation</td>
<td>02/08/2016</td>
</tr>
</tbody>
</table>

For filing questions please contact us at 803-734-2158

Copyright © 2018 State of South Carolina
How many grown men do you know that can say, "My high school football coach didn't just tell me about Jesus, he showed me Jesus - by putting food in my belly, clothes on my back, shoes on my feet; AND we won championships."? Athletic programs that can be described that way are very few. The Anderson, SC Cavalier Athletic Program is among the best of its kind.

For 10 years the Cavalier organization has been providing a Christ-centered environment for students to participate in football, cheerleading, flag team, and other activities. Our program is not just a public school alternative or a private club. It is a community of people bridging gaps between all walks of life. It is a missional outreach focused on instilling Christ-like character in the next generation.

There are around 125 young people involved, and as much as 50% of those are from underprivileged homes. There are participants from all 7 districts of Anderson County. No one is turned away just because they can't pay. This program is giving many young people an opportunity to rise above their circumstances.

The Anderson Cavaliers are a full experience opportunity - football, cheerleaders, a flag team show at halftime, a nice home field to play on, buses to away games, and as much equipment as possible. For those who need it, the coaches and program provide food, clothes, physicals, and other expenses. All of this and none of the coaches or staff are paid. Everything is completely volunteer-driven.

The annual cost to operate this non-profit 501(c)(3) organization is about $50k per year, and the vision is to keep growing, reaching more young people, impacting more families, and providing lifetime value. We're requesting for our County Council members to allocate $500 each from recreational funds if at all possible.

Funds can be sent to 3300 N Main St Suite D PMB 132, Anderson, SC 29621. With your help, the Anderson Cavaliers can continue raising up young people to become better citizens and influences to the world around them.

Thank you in advance,

Mark Asbell
Chairman of the Board
Cavalier Athletic Program
864-844-1335
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: County Council (all)

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

1. Name of entity requesting recreation fund appropriation:
   
   Anderson County Humane Society

2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
   $300 - $500 each

3. The purpose for which the funds are being requested: Annual Fundraiser - FURBALL

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

5. Contact Person: Stephanie Garrett
   Mailing Address: 1000 Chapman Road
   Phone Number: 864-934-5200
   Email: StephanieElderConnect.net

6. Statement as to whether the entity will be providing matching funds:
   NO

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

Stephanie Garrett 8/30/2018
Signature Print Name Date
Dear Sir or Madam:

This letter is in response to your telephone call on June 24, 1999, requesting a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in October 1975, granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.
RECREATION FUND APPROPRIATIONS APPLICATION FORM

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

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

1. Name of entity requesting recreation fund appropriation: Shalom House

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $5,000 total

3. The purpose for which the funds are being requested: To assist in covering expenses for Shalom House 5th Annual Bike Ride to include T-shirts and rest stop snacks. This is one of our major fundraisers during the year. The funds that are netted from the bike ride go to assist covering operational costs of the organization and for scholarships for women who are recovering from drug and alcohol addiction. Thank you so much for your consideration of our request.

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

5. Contact Person: Stacey S. Carroll
Mailing Address: 349 Blake Dairy Road, Belton, SC 29627
Phone Number: 864.338.9875

6. Statement as to whether the entity will be providing matching funds: Yes. We will providing any matching funds needed that exceed the amount so graciously donated from County Council members.

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

Signature: Stacey S. Carroll
Print Name: Stacey S. Carroll
Date: 8/14/18
SHALOM HOUSE MINISTRIES, INC.

Corporate Information

Entity Type: Nonprofit
Status: Good Standing
Domestic/Foreign: Domestic
Incorporated State: South Carolina

Important Dates

Effective Date: 04/24/1997
Expiration Date: N/A
Term End Date: N/A
Dissolved Date: N/A

Registered Agent

Agent: STACEY S RIDDLEY
Address: 701 EAST RIVER ST
ANDERSON, South Carolina 29624

Official Documents On File

<table>
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For filing questions please contact us at 803-734-2158

Copyright © 2018 State of South Carolina
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

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

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

1. Name of entity requesting recreation fund appropriation: Anderson County Parks Dept.

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $2250

3. The purpose for which the funds are being requested: Parker Bowie Sports Complex- local match for PARD grant for ADA parking and assessable route improvements

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

5. Contact Person: Matt Schell
   Mailing Address: PO Box 8002, Anderson, SC 29622
   Phone Number: 864-231-7275
   Email: mschell@andersoncountysc.org

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

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

[Signature] [Print Name] [Date]
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: 1,2,3,4,5,6 & 7

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

1. Name of entity requesting recreation fund appropriation: WLS Foundation

2. Amount of request (If requesting funds from more than one district, annotate amount from each district). WLS is requesting $250.00 from each district.

3. The purpose for which the funds are being requested: Requested funds will be utilized for veteran outreach and assistance as well as outdoor family retreats held in Anderson County.

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. (Attached)

5. Contact Person: Mitchell Cole
Mailing Address: 241 Pebble Brook Lane, Belton, SC 29627
Phone Number: 864-617-7441
Email: jmitchellcole@aol.com

6. Statement as to whether the entity will be providing matching funds: The organization will provide at least a 10:1 match.

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

Signature  Print Name  Date

6/13/18
WLS Foundation

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 10/31/2017

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: Patrick Elswick

Address: 241 Pebble Brook Lane
Belton, South Carolina 29627

Official Documents On File

<table>
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<tr>
<th>Filing Type</th>
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<tr>
<td>Articles of Incorporation</td>
<td>10/31/2017</td>
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<tr>
<td>501(c)(3) Attachment</td>
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For filing questions please contact us at 803-734-2158

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RECREATION FUND APPROPRIATIONS
APPLICATION FORM

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

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

1. Name of entity requesting recreation fund appropriation: Anderson School Districts 2 and 3

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $700 each (Totaling $1,400)

3. The purpose for which the funds are being requested: Funds will provide t-shirts for students, teachers, assistants and teacher cadets (volunteers) that are involved in the annual Fall Games event for our students with special needs. This event will be hosted at Belton-Honea Path High School and include our students with the most severe needs from Anderson School Districts 2 and 3. The games bring together students from all age groups and schools, teachers, multiple school districts and families to allow our students to experience success and joy in a recreational setting.

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, see attached letter from the Office of the Secretary of State.

5. Contact Person: Megan Rainey
Mailing Address: 10990 Belton-Honea Path Highway, Honea Path, SC 29654
Phone Number: (864) 369-4621
Email: mrainey@asd2.org

6. Statement as to whether the entity will be providing matching funds: Additional funds for the event will be provided by Anderson School District 2.

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.

Megan Rainey, Megan Rainey 8/30/18
Signature Print Name Date
Dear Terri Martin:

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

The exemption for your charitable organization will expire on Nov 15, 2018. If any of the information on your Application for Exemption form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization. Additionally, if at any time your charitable organization no longer qualifies for an exemption, the organization must immediately register with the Secretary of State's Office. Please note that failure to comply with the registration provisions of the Solicitation of Charitable Funds Act may result in fines of up to $2,000.00 for each separate violation.

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

Sincerely,

[Signature]

Kimberly S. Wickersham
Director, Division of Public Charities