AGENDA
ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
September 18, 2018 at 6:00 PM
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER:

2. RESOLUTIONS/PROCLAMATIONS:
   a. R2018-049: a resolution to recognize and honor Holt Hopkins
      All Council (allotted 5 minutes)

3. ADJOURNMENT:

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
September 18, 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: Ms. Gracie Floyd

3. APPROVAL OF MINUTES: September 4, 2018

4. CITIZENS COMMENTS: Agenda Matters

5. EMERGENCY PREPARATION: Ms. Gracie S. Floyd (allotted 20 minutes)

6. ORDINANCE THIRD READING:
   a. 2018-014: an ordinance to amend an agreement for the development of a Joint County
      Industrial and Business Park (2010 park) of Anderson and Greenville Counties so as to
      enlarge the park. (Project Ferguson) PUBLIC HEARING-NO TIME LIMITS
      Mr. Burriss Nelson (allotted 5 minutes)

   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. PUBLIC HEARING-NO TIME LIMITS
      Ms. Rita Davis (allotted 5 minutes)

   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.
      PUBLIC HEARING-NO TIME LIMITS
      Mr. Buriss Nelson (allotted 5 minutes)

   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. PUBLIC HEARING-NO TIME LIMITS
      Mr. Buriss Nelson (allotted 5 minutes)

   e. 2018-037: an ordinance authorizing the execution of an Infrastructure Credit Agreement among
      Anderson County, Project Accommodation, and the City of Anderson, South Carolina.
      PUBLIC HEARING-NO TIME LIMITS
      Mr. Buriss Nelson (allotted 5 minutes)
Anderson County Council Agenda for September 18, 2018

f. 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.

PUBLIC HEARING-NO TIME LIMITS  
Mr. Buriss Nelson (allotted 5 minutes)

7. ORDNANCE SECOND 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 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 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.  
   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.  
   Mr. Buriss Nelson (allotted 5 minutes)

8. ORDNANCE FIRST READING:
   a. 2018-035: an ordinance authorizing the lease of a portion of the Anderson Sports and Entertainment Center Consisting of approximately .75 acre of Tax Parcel No. 122-00-01-001 to Duke Energy Carolinas, LLC for location of an energy storage system.  
   Mr. Rusty Burns (allotted 5 minutes)

   b. 2018-041: an ordinance approving the sale of approximately 4.04 acres of property owned by Anderson County, South Carolina and located near the Southwest corner of Orange Way and Martin Road to One World Technologies, Inc.  
   Mr. Rusty Burns (allotted 5 minutes)

   c. 2018-042: a Master Bond Ordinance to provide for the issuance and sale of Special Resource Revenue Bonds of Anderson County, South Carolina.  
   Ms. Rita Davis (allotted 5 minutes)

   d. 2018-043: a Series Ordinance providing for the issuance and sale of Special Source Revenue Bonds of Anderson County, South Carolina, in the principal amount of not exceeding twenty eight million seven-hundred fifty thousand dollars ($28,750,000).  
   Ms. Rita Davis (allotted 5 minutes)

   c. 2018-044: an ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010) of Anderson and Greenville Counties so to enlarge the park.  
   Mr. Buriss Nelson (allotted 5 minutes)

9. RESOLUTIONS:
   a. 2018-051: a resolution approving the development agreement with Peach Properties, Inc. for the County Square Project  
   Mr. Rusty Burns (allotted 5 minutes)

   b. 2018-052: a resolution regarding the potential implementation of a Hospitality Tax in the unincorporated areas of Anderson County, South Carolina  
   Mr. Craig Wooten (allotted 5 minutes)

10. BID APPROVAL:
    a. BID# 19-012 Green Pond Landing Restroom Construction  
    b. BID# 19-013 Green Pond Landing Waterline and Septic System

11. REPORT FROM ADMINISTRATION POLICY/RULES COMMITTEE MEETING
    HELD SEPTEMBER 5, 2018  
    Chairman Tom Allen (allotted 15 minutes)
    a. Discussion of Benefit Issues
12. **REPORT FROM PLANNING AND PUBLIC WORKS COMMITTEE MEETING**  
**HELD SEPTEMBER 10, 2018:** Chairman M. Cindy Wilson (allotted 15 minutes)  
a. Update and Recommendation on Traffic Study  
b. Compensation on Planning Commissioners and Board of Appeals Members  
c. Zoning Advisory Groups  
d. Subdivisions Approval Considerations

13. **REPORT FROM ADMINISTRATION POLICY/RULES COMMITTEE MEETING**  
**HELD SEPTEMBER 10, 2018:** Chairman Tom Allen (allotted 15 minutes)  
a. Discussion of Benefit Contractual Issues

14. **REPORT FROM PARKS AND RECREATION ADHOC COMMITTEE MEETING**  
**HELD SEPTEMBER 17, 2018:** Chairman Craig Wooten (allotted 15 minutes)  
a. Updates on potential park consolidation  
b. Discussion on park maintenance  
c. Recreation Project Update  
d. Update on KidVenture 2.0 Master Plan

15. **REPORT FROM PUBLIC SAFETY COMMITTEE MEETING**  
**HELD SEPTEMBER 17, 2018:** Chairman Ray Graham (allotted 15 minutes)  
a. Approve Grants- 2018 Justice Assistance Grants (2), Victim Service Grant  
b. Approve two appointments for Upstate EMS Council

16. **ROAD ACCEPTANCE INTO THE COUNTY INVENTORY:**  
Waterside Drive

17. **APPOINTMENTS:**  
Anderson County Museum Advisory Committee- D1  
Anderson County Museum Advisory Committee-D5

18. **REQUESTS BY COUNCIL:**  
Homeland Park Transfer for Roads and Bridges- D5  
Anderson Free Clinic- D2, D3, D4, D5, D6, D7  
All Districts (allotted 14 minutes)

19. **ADMINISTRATORS REPORT:**  
a. Building & Codes Report  
b. Special Projects Report  
c. Paving Report  
d. Budget Transfer  
(allotted 2 minutes)

20. **CITIZENS COMMENTS:**

21. **REMARKS FROM COUNCIL:**

22. **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 #R2018-049
A RESOLUTION TO HONOR AND RECOGNIZE HOLT HOPKINS FOR HIS DEDICATED SERVICE TO ANDERSON COUNTY AND MOST RECENT DISTINCTION AS THE OUTSTANDING PUBLIC WORKS MANAGER OF THE YEAR, AND OTHER MATTERS RELATED THERETO.

Whereas, Holt Hopkins began his career with Anderson County in 1997 as the Roads and Bridges manager with the responsibility of overseeing the overall operations of the Roads and Bridges Department; and,

Whereas, in 1999 Holt became the Public Works Director taking on the role of managing the overall operations for the Public Works Division and the management of the Roads and Bridges, and Engineering Departments; and,

Whereas, in 2009 Holt became the Deputy County Administrator and Public Works Director. He is currently responsible for the overall county operations and procedures, and managing the 11 Public Works departments; and,

Whereas, in 2016 Holt assumed control of Paws animal shelter which became the 11th department of the Public Works Department. Holt immediately began restructuring the management at the shelter. He coordinated with the council to update ordinances to ensure animals were receiving proper care, initiated a plan to help build a better budget and organized better resources needed by the staff to provide appropriate care to the animals and, he appointed a new director and veterinarian. Because of the success of the changes implemented at Paws it is now the largest no kill-shelter in the Upstate of South Carolina; and,

Whereas, on August 16, 2018 at the Statewide APWA Conference, the South Carolina Chapter of the American Public Works Association named Holt Hopkins as the Outstanding Public Works Manager of the Year. This award is given to the Public Works Manager who demonstrates outstanding initiatives, innovations and improvements while providing the best qualities of leadership and management; and,

Whereas, Anderson County Council and the residents of Anderson County are pleased to recognize Holt Hopkins who passionately serves our community, County and State. We are appreciative of your dedication and personal commitment to the future of Anderson County.

RESOLVED in a meeting duly assembled this 18th day of September, 2018

Tommy Dunn, Chairman
District Five

Ray Graham
District Three

M. Cindy Wilson
District Seven

Craig Woolen
District One

Tom Allen
District Four

Rusty Burns
County Administrator

Gracie S. Floyd
District Two

ATTEST:

Ken Waters
District Six

Lacey Croegaert
Clerk to Council
State of South Carolina  
County of Anderson  

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
SEPTEMBER 4, 2018

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

ALSO PRESENT:
RUSTY BURNS
LACEY CROEGAERT
TOMMY DUNN: Welcome to the special presentation part of the council meeting of September the 4th. Like to welcome each and every one of you here tonight. Glad y'all made it out. At this time we'll go into business. Resolution Proclamations 2(a) R2018-047. Cindy Wilson. Mr. Wilson.

CINDY WILSON: Thank you, Mr. Chairman.

This is a Resolution Recognizing Palmetto High School Junior Air Force Junior Reserve Officer Training Corps for Receiving the 2017-2018 Distinguished Unit Award, the "Silver Star" Community Service with Excellence Award, and Anderson County Adopt-Highway Group of the Year; and Other Matters Related Thereto.

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 recognized the personal growth and accomplishments of the cadets, the contributions of instructors as mentor 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 Corps 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.

And may I put that in the form of a motion, Mr. Chairman?

TOMMY DUNN: We have a motion Ms. Wilson.

Second?

RAY GRAHAM: Second.

TOMMY DUNN: Second Mr. Graham. Any discussion? Hearing none, all in favor of the motion show of hands. Show the motions carries unanimously.

CINDY WILSON: May we have this wonderful group of young people and their mentors to come down front and my fellow council members, as well.

PRESENTATION OF AWARD

TOMMY DUNN: We’re going to move on now to Item Number 2(b) Proclamation: National Suicide Prevention Month. Councilman Craig Wooten. Craig.

CRAIG WOOTEN: Thank you, Mr. Chairman.

This is a motion PROCLAIMING SEPTEMBER 2018 NATIONAL SUICIDE PREVENTION AWARENESS MONTH.

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 of
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 the 4th day of September 2018.

Mr. Chairman, I put that in the form of a motion.

TOMMY DUNN: Have a motion. Second by Ms.
Wilson. Any discussion? Hearing none, all in favor
of the motion show of hands. Opposed like sign. Show
the motion carries unanimously.

That will conclude this part of our presentation
council meeting tonight. We’ll reconvene back here at
6:30 for regular council meeting.

(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:11 P.M.)
ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
SEPTEMBER 4, 2018

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
CRAIG WOOTEN
GRACIE FLOYD
RAY GRAHAM
TOM ALLEN
KEN WATERS
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 September 4th to order. Like to ask Councilman Ken Waters if he’d lead us in the Invocation and Pledge of Allegiance. If we’d all rise, please.

(INVOCATION AND PLEDGE OF ALLEGIANCE BY KEN WATERS)

TOMMY DUNN: Are there any corrections to be made or changes to be made to the August 7th, 2018 Council meeting? Ms. Wilson?

CINDY WILSON: Mr. Chairman, the only one I saw for me was on Page 31, Line 20 and the word and, a-n-d, should have been i-n, in Solid Waste. And I just make that amendment.

TOMMY DUNN: Anyone have anything else? You can make that in the form of a motion to correct?

CINDY WILSON: May we pass the minutes as -- approve the minutes as presented except for that one change.

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

RAY GRAHAM: Second.

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

Moving on, are there any changes, corrections to be made to the August 21st, 2018 meeting? Hearing and seeing none, we have a motion to move forward?

CINDY WILSON: So moved.

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

At this time before we go any further, a little housekeeping; I’d like to welcome Leadership Anderson here. Appreciate y’all coming out. Good to have y’all here tonight.

Moving on now to Citizens Comments.

LEON HARMON: Mr. Chairman, no one is signed up to speak at this time.

TOMMY DUNN: Okay, Mr. Harmon.

Moving on to Item number 5, District 2 Concerns.

Ms. Floyd.

GRACIE FLOYD: I did have a concern that came from last week’s -- or last month’s last meeting and I don’t understand it. This was a concern that could have been alleviated had we had the budget workshop that I asked to have that everybody declined to have. But I was told that it was in the budget, but what I saw wasn’t anything like it in the budget that would change an ordinance. It takes three
readings to change an ordinance. So I don’t know what
was going on or what was trying to happen, but I don’t
think it did. And I will just wait until I get more
information. And I thank you.

TOMMY DUNN: Moving on, Item number 6
Ordinance Third Reading 6(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.
This will be a public hearing. Anyone wishing to
speak to this matter, please step forward, state your
name and district and address the Chair, please.
Anyone at all? Seeing and hearing 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. Any discussion? Would just like to say
some comments. I think on the first or second reading
about this, this was went over very much in budget
process, these items. All in favor of the motion show
of hands. All opposed like sign. Show the motion
carries unanimously.

Moving on to Item 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. Be third
reading. We have a motion to move this forward? I’m
sorry. It’s public hearing. It’ll be a public
hearing. Anyone wishing to speak to this, please
state your name again, district and address the Chair.
Public hearing. Anyone at all? Seeing and hearing
none, public hearing will be closed. Now we have a
motion to move this forward?

KEN WATERS: So moved.

RAY GRAHAM: Second.

TOMMY DUNN: Motion Mr. Waters and
second Mr. Graham. Any discussion? You got anything,
Mr. Nelson?

BURRISS NELSON: Not unless Council has
questions, Mr. Chairman.

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 6(c)2018-032 an ordinance
to return real property located on Pearman Dairy Road
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. This will be a public hearing. This was done in the way to get the bond properly back. It was their property; bought and paid for it. This is just to clean up some paperwork, the county, and give it back to them. Be a public hearing. Anyone wishing to address -- speak on this item, please step forward, state your name, district, and address the Chair, please. Anyone at all? Seeing and hearing none, public hearing will be closed. We have a motion to move forward?

KEN WATERS: So moved.
TOM ALLEN: Second.
TOMMY DUNN: Mr. Waters, second Mr. Allen. Now any discussion? Hearing and seeing none, all in favor of the motion show of hands. All opposed. Show the motion carries.

Moving on Item number 7(a) Ordinance second reading 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. We have a motion to move this forward?

KEN WATERS: So moved.
TOMMY DUNN: Motion Mr. Waters, second Ms. Wilson. Any discussion?
GRACIE FLOYD: Yes, I have some.
TOMMY DUNN: Ms. Floyd.
GRACIE FLOYD: Okay. This is a bond. Mr. Burns. Mr. Burns, how many bonds do we have out there now that’s floating around?
RUSTY BURNS: I don’t know right off the top of my head. Ms. Davis can get you that information.
GRACIE FLOYD: Well, she’s sitting there. Does she have it now?
RUSTY BURNS: Rita?
RITA DAVIS: (INAUDIBLE.)
GRACIE FLOYD: Okay. So how many would that -- we would only have this one bond?
RITA DAVIS: (INAUDIBLE.)
TOMMY DUNN: Excuse me, Ms. Davis. I
think Ms. Floyd’s asking total.

RITA DAVIS:  Total we have four special
source revenue bonds, we have three general obligation
bonds, we have one note payable and we have one lease.
We have three state revolving funds loans in the sewer
fund. And we also have three note-payables to the
city of Anderson in the sewer fund.

GRACIE FLOYD:  Okay. Well, I’d like to
see some paperwork on that.

RITA DAVIS:  Yes, ma’am.

GRACIE FLOYD:  Okay. And also something
that’s really nagging at me is the fact that our fire
department asked for a bond to be floated for them so
they could improve the fire equipment that’s needed.
I don’t think that they -- they have had an
improvement in years now. And they were asking for a
bond. And we did get the letter back from Columbia
saying that we could do that. That we could float a
bond because there was some discretioncy (verbatim)
about that. But what happened to it?

TOMMY DUNN:  I’m in discussion with the
fire commission and the fire chiefs, Ms. Floyd. And
it’s not just a bond passed -- that bond, if we pass
it will entail a full mil tax increase and we’ve since
done some discussion and found out what they’d have to
pay back and what they would get. It might be a
different -- better route, more feasible, more
productive to go a different route. In talking to the
advisory board of Anderson County Fire Chief
Association, met with them last week and they seemed
to agree. So they’re in discussion with the Fire
Commission, so it’s in -- some things are in the
works.

GRACIE FLOYD:  So as I understand it, what
you just said, you’ve been talking to them but --
about something, but I’d like to just know more about
it.

TOMMY DUNN:  Well, the bottom line, Ms.
Floyd, ---

GRACIE FLOYD:  Mr. Chairman, I’d like to
know more about it so that the -- we and the public
can know what’s going on because that bond -- we’ve
talked about that bond for a long time now with
nothing has happened. No one has said anything about
it and it’s like a hush hush thing. Here we are
getting ready to do another bond without understanding
what’s happening to the last one.

TOMMY DUNN:  Well, let me -- can I --
are you ready for me to answer it right now? So I’ll
explain it to you. It’s no hush-hush, we’ve been
talking now. I specifically asked them last week, would they like for us to vote on this at the next Council meeting and they said no. So they want some more research, more research done. I’ll let the Chairman of the Public Safety -- he was at that meeting, also. I’ll let him ---
RAY GRAHAM: Thank you, Mr. Chairman.
GRACIE FLOYD: No, no, that’s -- Mr. Chairman, I’ve had enough. You have explained it.
RAY GRAHAM: In other words, you don’t want the answer.
GRACIE FLOYD: Thank you.
CINDY WILSON: Mr. Chairman, may I?
TOMMY DUNN: Ms. Wilson.
CINDY WILSON: I think there’s a typo on the form of assignment at the end of the bond ordinance. The line says attorney to transfer the within bond on the books kept for registration thereof with fund power of substitution. I think they meant full power of substitution.
TOMMY DUNN: You got that, Mr. Harmon?
CINDY WILSON: Thank you.
TOMMY DUNN: Thank you. Any more discussion? All in favor of the motion show of hands.
GRACIE FLOYD: I vote for it. Thank you.
TOMMY DUNN: Show the motion carries unanimously.
Moving on to Item number 7(b) 2018-033 an ordinance authorizing the execution of an Infrastructure Credit Agreement among Anderson County, South Carolina, the City of Anderson, South Carolina, JBFerguson Properties, LLC and Estate Planning Consultants, Inc. This will be the second reading on this. We have a motion to move this forward?
KEN WATERS: So moved.
TOMMY DUNN: Motion Mr. Allen, second Ms. Wilson. Any discussion?
GRACIE FLOYD: Yes.
TOMMY DUNN: Ms. Floyd?
GRACIE FLOYD: Okay. Is this the one Mr. Burriss -- how are you? -- okay, is this the one that’s going to jam up another hotel downtown Main Street back in the parking lot? This is not the one?
RUSTY BURNS: No, it’s not.
GRACIE FLOYD: Okay. Well, you know, these things are worded so vaguely that you don’t know what they are. If someone hadn’t said -- if someone -- if we say nothing about it then the public will not even know what we’re talking about here. But which
one is this, Mr. Burriss?

BURRISS NELSON: This is a project where an investor has purchased a number of buildings on South Main Street directly across from the city hall. They’re going through a redevelopment of those buildings, increasing their value. Currently they are captured in the TIF agreement. That TIF agreement, all the tax dollars that come off of that project all go to infrastructure that the city has built. So the county gets absolutely no dollars in tax revenue out of those properties at this time. The TIF will end in about a year and a half, two years, about the same time that these newly improved properties will come on the tax books and will supply an opportunity for income and capital -- with the capital investment will provide tax income not only for the city, but for the county as well. So the first investment amount is about one point eight million. It will be generating approximately a hundred and twenty thousand in tax dollars. We’ll get about seventy percent of that. And the city will get the rest.

GRACIE FLOYD: Okay. Now where is this property? Is that the old hotel downtown?

BURRISS NELSON: I think it was the drug store and I think there was a furniture store next to it. I’m not sure.

RUSTY BURNS: And the old Palmetto Building, which is warehouse for White Jones, that’s part of the project, too, Ms. Floyd.

GRACIE FLOYD: Okay. What about those older buildings that used to be hotel? All of them?

RUSTY BURNS: No hotel down there. But where Murph’s and all of those buildings that you start there and work your way back this way, then take into the Palmetto Building, those are the buildings that we’re talking about.

GRACIE FLOYD: Okay. And we’re -- the county will get how much out of that?

BURRISS NELSON: We’ll get about seventy percent of the tax income when that comes on the books. The TIF will end.

GRACIE FLOYD: It will be a city tax, since this is their project?

BURRISS NELSON: Well, it will be city and county. We’ll combine the total millages. Our millage is about three hundred and fifteen mils in this district and the city’s is a hundred and four or a hundred and eight mils. So they’ll get about twenty-five to thirty percent of the total tax bill. And these will come on incrementally as the
investment’s made in each building and they’re put into service. Then they’ll become taxable.

GRACIE FLOYD: Okay. What will these buildings be used for?

RUSTY BURNS: Residential and commercial.

GRACIE FLOYD: Okay. But you don’t foresee a tax increase?

RUSTY BURNS: No, ma’am. As Mr. Nelson was explaining, we don’t receive tax money from it now because it’s in the tax increment financing district that is in force until 2021. What that meant, that all the money generated in that TIF stayed in the downtown area for infrastructure improvement. TIF ends in 2021, then we will be able to receive tax funds from this new and enhanced property.

GRACIE FLOYD: Okay. Now that term TIF, I used to know what it means, but we haven’t had one of those in a while. Please tell us again what is TIF?

RUSTY BURNS: It’s a — it’s called Tax Increment Financing.

GRACIE FLOYD: Okay.

RUSTY BURNS: Where you carve out a special area. The city had to agree to it. The county had to agree to it. And all that money goes to development of downtown in a prescribed area. We have a map available.

GRACIE FLOYD: Yeah, I understand. But we don’t put any money in it.

RUSTY BURNS: No, ma’am.

GRACIE FLOYD: Okay. All right.

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

Moving on to Item 7(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. We have a motion to move this forward?

KEN WATERS: So moved.

TOMMY DUNN: Motion Mr. Waters. Have a second?

CINDY WILSON: Second.

TOMMY DUNN: Second Ms. Wilson. Any discussion?

GRACIE FLOYD: Yes.

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: Mr. Burns.

RUSTY BURNS: Yes, ma’am.

GRACIE FLOYD: I’m sorry. Mr. Burriss.
talking about in this one?

BURRISS NELSON: Yes, ma'am. This area currently also is in the TIF, and it is basically the parking lot that is just to the north side of Church -- not Church -- Whitner Street -- not Whitner -- Market Street and the parking lot where the park is currently. Really behind the buildings right here across the street from us. And there’s a hotel project that’s being proposed there. Approximately ten million dollars. Somewhere in the neighborhood of eighty to eighty-five room hotel and the city and the county are collaborating on this project because it will be coming off the TIF and county’s tax dollars will be applied at that time when it comes on to the
-- comes off the TIF.

GRACIE FLOYD: Okay. Now this one C&D represents the same thing. Am I correct or wrong about that or what? It represents a hotel that’s going to be built downtown in the middle of the parking lot behind Mellow Yellow (verbatim).

BURRISS NELSON: Yes, ma’am.

GRACIE FLOYD: Okay. That’s it in a nutshell. Okay. And this parking lot -- I mean this space is going to take up most of the parking lot that we have for downtown. And it’s also -- they’re also going to have a big old swimming pool there. Right?

BURRISS NELSON: That has been mentioned, yes, ma’am.

GRACIE FLOYD: And they’re going to have about eighty rooms and it’s going to be in competition with the Bleckley Inn down there. But it won’t have the parking space that we’re all used to, right?

BURRISS NELSON: That’s right.

GRACIE FLOYD: All right. And I have been asked this question several times. And the question is why? Why are we sticking a hotel in the middle of downtown when we don’t have enough parking space as it is for downtown. Why are we not going somewhere else to do a hotel like that? Somebody even suggested over there on -- you’re going to have to help me, Mr. Burriss, with the name of the street -- yeah, City Seed. Thank you. How did you know that? Huh? Okay. All right. And it was a good recommendation. Why can’t it go there, off of Main Street, without putting us in a position to have to do parking spaces for people -- to make parking space. And take the little bit of parking spaces that we have. Why?

BURRISS NELSON: I think there are two answers to that. One, the first thing to address the parking. At that announcement, one of the officials
from the city indicated that it was a proposed parking
deck or parking garage would be accompanying that
particular hotel facility. The second thing is, the
city owns that property down there and does not own
the property where City Seed is that you referenced.

GRACIE FLOYD: But the thing is, if the
city owns it why do they want to sell it? If they own
it for the city, for the city people to be able to
move -- to have parking spaces down there. What are
we going to do? They already have one parking deck
and we all know how that one goes. There's -- I don't
know if it's been used even now, because it hasn't
been really used since it's been put there. But we'll
making people pay -- it's going to be a paying parking
deck?

BURRISS NELSON: I don't know what that
particular disposition for the parking deck would be.
I don't know how that would operate.

GRACIE FLOYD: Well, you know it's going
to be a paying parking deck. And then we're going to
have to -- I got one more minute. Then we're going to
have to -- people are going to have to come downtown
to pay. You're going to hurt a lot of other
businesses that using that. To get to J. Peters you
have to -- you can't even find a parking space. And
don't be handicapped. There's only one handicap
parking space right there near J. Peters. I don't
think that we have the interest of the people in mind.
We may have the interest of the money makers, of the
money people, in mind. But I don't think we have the
interest of the citizens of Anderson County. But
anyway, I thank you for that for answering my
questions.

BURRISS NELSON: Yes, ma'am. You're
welcome.

TOMMY DUNN: Any more discussion? I'd
just like to add, we're going to have nothing the size
or anything with this project. That's a private
entity putting this together. They can choose to go
wherever they choose, wherever they think they can
make money. But the city's the one that's doing this
and it's about the question that Ms. Floyd's got.
Talked to the city Councilmen and asked them. At that
announcement they said they was going to do not just a
parking building or parking pad, they was going to do
a study of downtown parking and go from there and look
at different things. But this is a city of Anderson
project with this developer and helping out. We got
into it because of the fee in lieu of. They can't do
that. We have to do it for them. And I think it's a
good thing for Anderson to come back. They’re putting the money up. But the city of Anderson is the one that’s asked for this and come through it and they are really the government entity down there and they own the property. All in favor of the motion show of hands. All opposed. Show the motion carries with Mr. Waters, Mr. Allen, Mr. Dunn, Mr. Graham, Mr. Wooten, and Ms. Wilson in favor and Ms. Floyd opposes.

Moving on to Item number 7(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. This is second reading. We have a motion to move this forward?

CINDY WILSON: So moved.

TOMMY DUNN: Motion Ms. Wilson. Second Mr. Allen. Now any discussion?

GRACIE FLOYD: Mr. Chair, that’s the same project. I take issue to the wording of the projects, as well. To me, the ordinary citizen, the lay people, wouldn’t know what you were talking about if someone didn’t say what this was about. This is another portion of the park that they want to build a hotel in.

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

Moving on to Item number 8(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 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 Certain Special Source Credits. Mr. Nelson.

BURRISS NELSON: Mr. Chairman, members of Council, first, I need to beg for your forgiveness. I left my project description for this for the presentation on the copier. So I’m going to have to do this from memory. But anyhow, this is a six point two million dollar capital investment. The particular project will create thirty-one jobs with an average pay of twenty-three dollars and eighty-one cents. Annual payroll approximately one point six million dollars. This is a company that’s been in business for more than a hundred and fifty years. They are in
the technical testing of equipment and product for
international and national companies. Of course, all
over the US and all around the world. And they have
locations around the world. This is -- all the jobs
that will be created there will require, for the most
part, two year and four year degree employees.
Thirty-one very specific technical jobs with a great
opportunity. It is a forty percent SSRC project for
the first five years and a thirty percent SSRC project
for the next five years.

First year taxes -- well, taxes last year were
approximately thirty-five hundred. First year taxes
will be approximately twenty-one thousand. And over a
twenty year period approximately one point six
million, I believe is correct. Community impact first
year is about twenty-five million and over the first
twenty years community impact somewhere close to one
point -- a hundred and fifty million. That comes as a
recommendation from staff and from the economic
advisory board and we seek your pleasure in that
project.

TOMMY DUNN: Thank you, Mr. Nelson. We
have a motion to move this forward?
KEN WATERS: So moved.
CINDY WILSON: Second.
TOMMY DUNN: Motion Mr. Waters and
second Mr. Graham. Now discussion?
GRACIE FLOYD: Yes.
TOMMY DUNN: Ms. Floyd.
GRACIE FLOYD: Mr. -- we missed our phone
call.
BURRISS NELSON: Well, I called -- I left
you a long detailed message. I apologize.
GRACIE FLOYD: What -- today?
BURRISS NELSON: Yes, ma'am. About two
o'clock.
GRACIE FLOYD: Oh, no. I was out of the
house. I've been running errands most of the day.
BURRISS NELSON: Well, I apologize.
GRACIE FLOYD: No, I guess the apology
goes to me. But I don't know what we're talking about
here. Is it a chicken farm in my district?
BURRISS NELSON: No, ma'am. Actually in
District 6. And it's in an industrial park location.
Approximately thirty thousand square foot facility
that they will be going into. Great project, great
opportunity. High skilled, high paid jobs. It's the
right kind of thing.
GRACIE FLOYD: Okay. Well, I hope the
District 6 Council member is aware of it and knows
what’s going on because when things go in my Council
district, y’all don’t tell me nothing. I have to read
about it in the newspaper. But if he’s satisfied with
it in his district, I guess it’s whatever. Thank you.
BURRISS NELSON: Yes, ma’am.
TOMMY DUNN: Anyone else? All in favor
of the motion show of hands. All opposed like sign.
Show the motion carries unanimously. This will be a
good time. We’ll take a -- Leadership Anderson might
want to get out. We’ll take about a five minute
break. If they want to leave, they can leave tonight.
We appreciate y’all coming out tonight. Y’all welcome
any time. Come have some more fun.

(TOMMY DUNN: Back in session at this
TOMMY DUNN: Back in session at this
time. We’ll be going into 8(b) 2018-039 an ordinance
to amend 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.
Before we go into a public hearing, Dr. Parkey is
going to give us a brief description and then we’ll go
into public hearing. After that we’ll have time for
discussion. Dr. Parkey.
JEFF PARKEY: Thank you, Mr. Chair. Yes.
The request is to rezone the property from PD Planned
Development to IZOD Innovative Zoning District. The
applicant’s purpose for the request is to revise the
current statement of intent and the current site plan.
Staff recommended approval on this project. The
Zoning Advisory Group did not meet due to a lack of
quorum in their August meeting so technically that
comes forward as an approval. The Planning Commission
recommended approval of the request in their August
14th meeting. This was a complex project on a
relatively large piece of property. But I believe
that the spirit of the Innovative Zoning District was
met by the proposal, felt that the project fit well
with community character and was also an improvement
on the existing statement of intent. I believe the
applicant’s engineer is present with us tonight and
can answer more questions. That’s all the staff has.
TOMMY DUNN: Thank you, Dr. Parkey.
We’ll move on now to our public hearing. Anyone
wishing to speak to this matter, please step forward
and state your name and district and address the
Chair. This is all involved keep in mind, you know,
if this passes, there’s two more readings it has to go
through. We only doing tonight is a zoning. And if
it passes the zoning, then it’s got to go back before
the Planning Commission. Has to go through that as far as comprehensive plan and all. So there’s a long process for this thing to go to be tweaked. So at this time, anyone wishing to speak, come forward.

PAUL HARRISON: Thank you, Mr. Chairman, thank you Council members. My name is Paul Harrison. My address is 718 Lowndes Hill Road, that’s Greenville 29609. And as Mr. Parkey stated, I’m here tonight on behalf of the applicant. We’re the civil engineers on the project with BlueWATER Civil Design. And would love to answer any questions that Council may have concerning our application.

TOMMY DUNN: Anybody got anything? Appreciate it. Anyone else?

DONNIE BRIGHT: My name is Donnie Bryant, I’m in District 7. I live on Waccamaw Trail, which is a dead end road off of Crestview. My understanding the IZOD designation allows the builder considerable leeway to make changes. May be wrong, but that’s the way I understand it. From my road, leave my house in the mornings and all that, afternoons the traffic is so bad now that it backs up from Midway Church all the way past my street. I can’t get out in the morning. Afternoon it does the same thing. You can’t go down Harriett Circle because people picking up kids at that school back all the way up. There’s no provisions being made for the traffic. I’d like to know what’s being done on this development. Going to be turning lanes to get into this place? What kind of traffic problems are to be handled on this development? I’m not against building, but seems like all the building is going in our direction down there. No provision is being made for traffic. No traffic lights, no turn lanes. Thing is, I’m surprised somebody hasn’t got killed at Midway Church with the four-way. Then you got Harriett Circle coming off at an angle. People coming out of there, they don’t abide by the rules of the road. But anyway, that was my comment. Hope that the traffic problem will be ???

TOMMY DUNN: I wished it would too. But I assure you that ain’t going to happen. We can -- maybe we can do some relief but I don’t know about totally solving something. That’s a -- like you said, it’s a mess out there now and they have been trying to do some things in years past and have trouble getting some right-of-ways out there even back when Senator Waldrep was on Council. But there’s some things -- like I said, this is a zoning issue tonight. Then it will have to go through the Planning Commission and Comprehensive Planning. And there’ll be some traffic
anyone else wishing to speak to this matter? hearing none, public hearing will be closed. We have a motion to move forward or deny?

CRAIG WOOTEN: I’ll make a motion to move forward.

TOMMY DUNN: Have a motion Mr. Wooten to move forward. Second Mr. Waters. Now discussion.

Any questions or comments for Dr. Parkey?

GRACIE FLOYD: Yes.

TOMMY DUNN: Dr. Parkey.

JEFF PARKEY: Yes, ma’am.

GRACIE FLOYD: Okay. Thank you. I don’t understand the IZOD, Innovative Zoning District. I don’t know if we’ve had one of those before. I can’t remember one. But could you please explain that to me?

JEFF PARKEY: This is a review district, a design review district. So it does not specifically define density on the site and it leaves that open and therefore it enables the project developer to be more creative in their design that they propose the plan and tries to incorporate additional amenities and other aspects, conservation and other aspects, to try to make it a little bit better quality overall design then we might typically see.

GRACIE FLOYD: Okay. Well, Dr. Parkey, ever since they build that school up there, Harriett Circle -- can you hear me? Okay. Ever since they built that school up there, there has always been problems up there with the school, with the traffic and everything. If this is not being proposed to enhance the traffic, why are they going up there doing this? What’s the purpose of it?

JEFF PARKEY: The project engineer might be in a little bit better position to answer some specifics, but our understanding of their proposal was that a few different design elements were going to be incorporated. One of those was a pedestrian access trail to the school, which is adjacent; hopefully to alleviate a little bit of the traffic backup. Also, the project is going to dedicate some additional right-of-way above and beyond what was already required to create an opportunity to alleviate the traffic or enable some road improvements. The specific details are indicated in the statement of intent. I think Mr. Harrison might be able to elaborate on those further, but this is what we know of at the time to try to take into account the traffic issues in that area.
Additionally, the DOT we know has an improvement project for that intersection in the transportation improvement plan for the 2018-2023 period and we believe that's going to be coming online soon.

GRACIE FLOYD: Well, when the other person was speaking it was during a public hearing. And usually we don't ask questions during public hearings. We have to wait until afterward.

But Mr. Chairman, could we bring him back to the mic please?

TOMMY DUNN: It'll be fine. You got something you want to ask him. I just want to say while he's coming up here, keep in mind, this property right now is zoned a PD and this zoning right now, if they don't do nothing else, they've got the right to put what's been approve, I think over 200 houses around about or something or other, give or take. Plus some commercial stuff, plus some apartments, I think. This new proposal they've come up with I think cuts it down to -- if I remember right -- almost five acres more of green space. Two access where the one now has been approved but they don't have to come up before Council. What it's been zoned for is one road in and one road out. And also they've gotten -- done away with the commercial and apartments on this thing and cut the lots -- number of lots down. But go ahead.

GRACIE FLOYD: Sir, excuse me, before you start, what is your name?

PAUL HARRISON: My name is Paul Harrison.

GRACIE FLOYD: Mr. Harrison, could you please tell me -- you said that you represent whom?

PAUL HARRISON: I represent BlueWATER Civil Design. We're the civil engineer representing the applicant for this project.

GRACIE FLOYD: Okay. Well, Mr. Harrison, could you please tell me why are we doing this? Now, let me tell you something you may not be aware of. Years ago, when we first started laying out the plan for all of this, a walking thing was involved in there for the children, where they could walk to the school and all of that, which would have alleviated some of the traffic. But the people up there from my recollection didn't want that.

PAUL HARRISON: Yes, ma'am.

GRACIE FLOYD: They didn't want to have a walking thing. But now they want it?

PAUL HARRISON: I think I can answer a lot of your questions.

GRACIE FLOYD: Okay.
PAUL HARRISON: Let me start by -- let me start by saying the reason we’re doing it is because, number one, what my applicant does and what the type of development he does, he could not build the current plan that’s currently approved. Matter of fact, I don’t mind saying that I don’t think anybody could build the current plan that’s approved because it was approved in such a time where there’s new storm water guidelines and constraints now where you have to provide wetland buffers and you have to provide storm water detention ponds. You have to provide a second means of access, which the current plan was just not a viable plan. And in my professional opinion it’s not a viable plan for anyone to build by. So what we did was we took the original approval that was -- that’s currently in place. We looked at densities, we looked at access, we looked at ways to improve upon that plan. And the number one reason we went from the PD to IZOD, Zoning District, is because we removed the commercial component from our application. So the original approval was for over 200 residential units, some of those units could be in the original approval. They had a commercial component on the corner of Crestview and Harriett Circle. Plus they had no account for wetland buffers, significant open space or, that I see, any storm water management areas to provide detention ponds to serve the site. So with all of that being said, we’ve developed a plan in working with Anderson and we’ve decreased that density, and propose less density. We’ve removed the commercial component from the approval that’s currently in place. We provided a second means of access, ingress and egress, into the site. And then the only way that we can help traffic is, number one, we’re under the what’s currently approved density-wise. And we also are trying to promote pedestrian walking paths directly to and from the adjacent elementary school that would, hopefully, if anyone buys in the neighborhood, they could walk their kids to school and we could provide a means for that.

And I don’t know that there’s anything, a development in Anderson County -- I’m not familiar with every development here, but we’ve done some other creative stuff like that. We’ve provided sidewalks on both sides of the street. What Mr. Parkey said, too, another thing that we’ve agreed to dedicate additional right-of-way along Crestview Road and along Harriett Circle and even at the intersection of Midway and Harriett Circle for potential traffic round-a-bout in the event that the right-of-way could be acquired.
But we’ve agreed to dedicate that right-of-way to help for future road improvements.

So I know that’s a lot. That’s my main spiel. I tried to hit the high notes, but those all are vast improvements to this property and to the original approval that’s currently in place that you can build by.

GRACIE FLOYD: Mr. Harrison, you have been a big help. And I sure do thank you for explaining.

PAUL HARRISON: Thank you so much.

GRACIE FLOYD: This is in District, what,

Mr. Burns?

RUSTY BURNS: One.

GRACIE FLOYD: District 1.

CRAIG WOOTEN: That’s me.

GRACIE FLOYD: Are you pleased with this?

CRAIG WOOTEN: Yes. In fact, I’ve spent a good deal of time over the last few weeks talking to constituents about it. And I actually live on Midway Road. And I was in that circle or intersection because all my kids go to Midway. And so we sit in the traffic and I even have a long term vested interest with a ten year old knowing that he’ll be driving at fifteen, that I would like for things around our house to be safe.

I think the things that stood out for me is some of the things that Mr. Harrison said. In 2008 they were given the right to have commercial there. And when I told that to the residents, people were like Yikes. That scares me. They had the right to put duplexes there. They had the right to put an enormous amount of houses there, considering the density. With one entrance, no sidewalks. And so now they’ve come back and they said no commercial, no duplexes. We’re going to go from one entrance to two entrances. We’re going to put sidewalks connecting to the school. We’re going to put thirty-three percent of it in green space. And so there was a part of me when I heard this I was like you know we need to jerk their arm off because this is a good thing for the area.

Now the concerns that I talked with Ms. Wilson about, being adjacent to her area, obviously is the traffic. Now, in an ideal world, I wish DOT and traffic and the city and everybody could come together and have everything ready for the day, you know, the first house was built. But in talking with the ANATs committee and Mr. Gay with the city, this round-a-bout and/or stop light is already on the ANATS list. And we’ve committed to work with the delegation and try to expedite that so that we could meet the time line of
what we know is going to be the traffic concern. Also, what I thought the owners of the property and developers were very generous in doing is offering the right-of-way to the county for future expansion. So that we would do it ahead of time and not be trapped by the subdivision.

So with anything I think, you know, we’re battling some of our own successes on the industrial front. We’re providing more jobs, which is great, people are coming to Anderson and they’re looking for places to live and so we’re seeing these larger developments come in. And from my consideration, living in District 1, representing District 1, and actually living in the area, I feel like this is the most optimal situation that can be done here. And I feel like they’ve come forth in a good faith effort.

Now, knowing that, Ms. Wilson has pointed out, after the zoning process concludes, there will be a time in the plat process that a traffic study will be done. That will go back to the Planning Commission to analyze that traffic study. So there’s even still a measure in place once this zoning is finished, for that traffic to be addressed, which is a good thing. And I feel pretty confident with all the things that they’ve offered so far that all those concerns can be met. And I told a fellow resident of mine who lives up in that area, I said, I can’t guarantee that we will get all of the traffic done at the same time that the houses are build. I said we just don’t have that much control over SCDOT, ANATS. I mean, there’s a process to be played out there. But I feel confident that things are lined up for it to work.

GRACIE FLOYD: Well, Mr. Wooten, I thank you for that. Since this is your district and you live out there and you are in agreement with all of this, I’ll yield to you.

CRAIG WOOTEN: Thank you, ma’am.

CINDY WILSON: Mr. Chairman, may I?

TOMMY DUNN: Yes, ma’am.

CINDY WILSON: Back when this came before Council in ‘08 I did vote against it because there were some serious problems that were unaddressed. The plan, as I see it, and the statement of intent seems to cover all of those issues, like getting the children the opportunity to walk onto the grounds at Midway School and there’s a great deal more respect for the wetland and waterway protection. And sidewalks, and also a walking trail. There are a lot of things to commend this current plan if it’s put into actuality as it is stated. The main issue
continues to be unresolved in my district concerns there and that’s the traffic. And this goes back to 2002 when Midway School was first proposed there and that was all District 7 at that point. And we began the long effort of trying to get SCDOT, the county DOT, even the COG involved as a funding source for road improvement, but nothing every really got done. And I’ve talked again -- in fact I take our county -- well our state engineer for a ride down Midway almost annually to look at what we need to have done there. Midway is probably the oldest and longest state secondary road in the state system. It’s an historical road actually. It’s part of the old trail system of Charleston to Pendleton.

But we do have the mechanism in place so that after we approve this project through the zoning, it does go back through the process with the studies and the requirements to get the traffic in and out of the projects safely and keep the traveling public safe. And that’s already in our ordinance.

And I do greatly applaud you for coming up with methods of making this pretty piece of property very liveable for a lot more people. The last one was absolutely -- basically, it should have never been passed, not even by the rules we had at that time. So maybe some time and greater study will make this a really very -- maybe a premier project that we can all point to. Thank you.

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

Moving on to Item number 8(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).

We have a motion to move this forward?

KEN WATERS: So moved.

TOMMY DUNN: Motion Mr. Waters, second Mr. Allen. Any discussion?

GRACIE FLOYD: Mr. Nelson, yes, sir. Mr. Nelson. Now this is that vague language that I keep complaining about. You put all this stuff in there but nobody knows what it means. Will you tell us what that means, please?

BURRISS NELSON: The project I described earlier, 20180430, and the one I said that I didn’t have the document for. I do have the document. But anyhow, this is a multi-county park agreement between Anderson and Greenville. It allows the opportunity
for additional state incentives job development credits. And this is not going to be an infrastructure credit agreement, we don’t think at this time for this project. It will just be for the state incentives. And with the Chairman’s permission, I’d like to pass this document out.

TOMMY DUNN: Yes, sir.

BURRISS NELSON: I was close on the numbers.

GRACIE FLOYD: Now this is a real joint county industrial park. This is not using their ---

BURRISS NELSON: (Inaudible.)

GRACIE FLOYD: Okay, but you know what I’m saying. For the hotel, we used a joint agreement for the Greenville Anderson County to do the hotel thing back there, right? But now this is the real thing this time. Okay.

BURRISS NELSON: Thank you, Mr. Chairman.

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

Moving on to Item number 9(a) Resolution 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. Same thing we talked about two other times. This is third time. We have a motion to move this forward?

KEN WATERS: So moved.

TOM ALLEN: So moved.

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

GRACIE FLOYD: Yes. Would you please explain it, what you’re talking about here?

BURRISS NELSON: This is really a repeat of the ordinance in the first reading of Item 8(a). It’s just in the inducement resolution that solidifies the document in a resolution form. It -- different attorneys approach that differently. Sometimes they’ll do the inducement resolution before they have the actual ordinance written out and completed. But in this case we’ve got the ordinance accompanying the resolution. But it just defines the project.

GRACIE FLOYD: Thank you.
TOMMY DUNN: Have a motion -- I mean we have a motion. All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

BURRISS NELSON: Thank you.

TOMMY DUNN: Thank you, Mr. Nelson.

Moving on now, Item number 9(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 a 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. This is the one we’ve talked about several things. Had many workshops talking about the sewer plan coming up.

So Ms. Davis can come up and answer any questions or Mr. Burns. We’ll put it on the floor to have a motion.

CINDY WILSON: So moved.

KEN WATERS: Second.


CINDY WILSON: May I quickly point out, a lot of people didn’t quite understand, like citizens, what this was about. This is apparently refunding several old bonds that came on to the books years ago at higher rates. And it also funds the twenty-two million dollars of proposed projects to build out sewer lines and do what’s needed to access the sewer in a more optimum way for the county for future development. Thank you.

TOMMY DUNN: Thank you.

RITA DAVIS: Yes, ma’am. That is correct. We have, as we talked about before, four special source revenue bonds outstanding. We will refund those with the proceeds from this loan. And also we will do Wellpine, decommissioning Six and Twenty and building up Exit 14. That’s the three projects that Council approved about this time last year. Just getting the financing in order so that Mr. Singleton can make that happen.

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

GRACIE FLOYD: Got a question.

TOMMY DUNN: All opposed. Go ahead, Ms. Floyd.

GRACIE FLOYD: You say something about building up Exit 14?
RITA DAVIS: Yes, ma'am.

GRACIE FLOYD: Now could you talk about that a little bit?

RITA DAVIS: Yes, ma'am. They're going to build a treatment plant out there and they're going to install sewer lines so that developers and things like that can come on I-85.

GRACIE FLOYD: Oh, yeah. Okay. 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, Ms. Davis, while you're there, if you just -- you want to give update, I guess, on the tax levy. There's nothing to vote on. Item number 10 Tax Levy for the Anderson County Council in the year 2018.

RITA DAVIS: Yes, sir. The auditor, Mr. Jackie Hunter, would just like Council ---

TOMMY DUNN: Be aware, it's his job.

What it is. Go ahead.

RITA DAVIS: Yes, sir. He would like the Chairman to sign this and we just, as routine bring it before Council. You've already voted that this is the ??? during the budget season. So we would just give -- afford Council the opportunity one more time to raise their hand. Levy sheets are fixing to come out end of September, first of October for our tax billing.

TOMMY DUNN: You want to put that in the form of a motion.

CRAIG WOOTEN: Make a motion.

TOMMY DUNN: Mr. Wooten makes a motion recommended by Mr. Hunter. Like I said he's the one that sets this. This is just a formality. And Mr. Graham seconds it. Any discussion?

GRACIE FLOYD: Yes.

CINDY WILSON: May I very quickly?

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: As I abstained during the budget because I felt like we could have pared down the millage a bit more, but I was in agreement on so many of the projects, I'll abstain this one, too.

Thank you.

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: What was the tax levy that he told us?

RITA DAVIS: Well, it's eighty-two point seven mils (break in audio) for the county ordinary that the county has authority over. He -- by statutorily he sets the debt service levy. So he will
work to set that. But the portion that Council has
control over will be eighty-two point seven mils.

GRACIE FLOYD: Okay. What was it last
year?

RITA DAVIS: Eighty-one point seven mil.

GRACIE FLOYD: Okay. It went up a whole
point. Okay. I just thought I’d bring that up.

TOMMY DUNN: All in favor of the motion
show of hands. All opposed. All abstentions. Show
the motion carries with Mr. Waters, Mr. Allen, Ms.
Floyd, Mr. Dunn, Mr. Wooten, Mr. Graham, and Ms.
Wilson abstains.

Moving on now to Item number 11, Report from the
Planning and Public Works Committee. Chairman Wilson.

CINDY WILSON: Thank you, Mr. Chairman.
This involves our meeting on Monday, August the 27th.
The first item our committee addressed was the subject
of compensation for Planning Commission board members
and for the Zoning Appeals Board members. And we have
backup for anyone who wants to refer back to that. It
is becoming more difficult for these boards to meet
the quorum requirement as these volunteers are
mandated six hours of orientation training and to
attend three hours of annual continuing education in
subjects specific to their jobs. They are also
exposed to some bad behavior at some of their
meetings. And more recently members were sued by a
developer.

A survey of Upstate Counties indicated to us that
the best model of compensation was Spartanburg at
fifty dollars per meeting, which would increase our
budget by approximately thirty-two thousand dollars.
Our committee voted three and 0 in favor of this
measure which we bring to our County Council for your
approval.

GRACIE FLOYD: We can’t do that.
TOMMY DUNN: We have a motion coming
from the Public Works Committee. Doesn’t need a
second. Now discussion on the floor.

GRACIE FLOYD: Ms. Wilson, you just said
that your committee voted three and 0 in favor of that
regulation. Am I correct?

TOMMY DUNN: That’s right.
GRACIE FLOYD: All right. But can your
committee do that?

TOMMY DUNN: Yes, ma’am.
CINDY WILSON: We are only making a
recommendation to the full Council.

GRACIE FLOYD: Yeah. That’s what you can
vote on. You can vote to bring it to Council. But you cannot vote on whether or not you’re going to do it or not.

CINDY WILSON: We didn’t.
GRACIE FLOYD: But you said you did and I just wanted to make that clear. Thank you.
TOM ALLEN: Mr. Chairman.
TOMMY DUNN: More discussion? Mr. Allen.
TOM ALLEN: Just a quick question.

That’s probably not a bad idea. But are we going down a slippery slope? Is every committee going to want reimbursement now for meetings?

CINDY WILSON: I think this is probably the only committee -- these two committees and the Citizens Advisory Zoning Board are the only ones to my knowledge that have to have specific special training and they are volunteers. And unfortunately those committees have volunteered for a great deal of abuse in the past year.

TOM ALLEN: I agree.
CINDY WILSON: So, anyway, we ---
TOM ALLEN: There’s some way -- and yeah, ---
CINDY WILSON: I’m not the one who initiated the compensation idea, but we -- after we discussed it in the committee, it seemed like a very appropriate thing to do, to keep our committee members engaged.
TOM ALLEN: Okay. Thank you.
TOMMY DUNN: I agree with Mr. Allen’s concerns. But I think we need to maybe think up some language up about the training or something because I don’t want to start this kind of thing. And these committees -- the Planning Commission, and the individual neighborhood committees are having a very difficult time getting quorums and having meetings and it’s causing hardship on the citizens of Anderson County. But I don’t think if you’ve got quality people on these committees fifty dollars is going to make them come or not. But I do think they need to be compensated for something or other for what they do. And see how that works. So this will be voted on two more times. We can sort of look and see hopefully. But has my support tonight.
TOM ALLEN: Mr. Chair.
TOMMY DUNN: Mr. Allen.
TOM ALLEN: I’ll go along with that.
And I think we need to get something in writing and maybe have a little better look at this so we can
delineate exactly why we’re going to do this if we do it. Thank you.

GRACIE FLOYD: Mr. Chair.

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: One year when the so-called new Council came on, Mr. Allen, Mr. Dunn and I worked on a committee where we were going through each of the committees to see what it said. And there was one committee that in our regs said that we were supposed to pay monthly fees. Do you remember that? Yeah, I thought. Well, anyway, there is one in there. Ms. Davis, do you remember that?

RITA DAVIS: (Inaudible.)

GRACIE FLOYD: No, ma’am. It’s another committee, because we discussed that and we were going to bring it up again to see just what was going on and how come anything was never paid. But, if you go back through the Code of Ordinances and you look at the committee list, there is a committee in there that is supposed to be paid.

RITA DAVIS: Mr. Freeman’s Appeals Committee for -- when we do reassessment, if you want to appeal the value, they get paid as well.

GRACIE FLOYD: They get paid if they’re called back.

RITA DAVIS: That’s right.

GRACIE FLOYD: If they’re called back. But to have the first meeting there’s no pay for it. But no, this was not the one. But I intended to look it up before I got here, but I forgot. But we need to look at that again, to see if there is such a committee. I read it. I read it. And I know that the code has not been changed since I looked at it last. So we need to check that to see if that’s still in there and if so what -- maybe this was the same organization. But it’s something that we need to check on. Ms. Davis, would you please do that for us?

Thank you.

TOMMY DUNN: All in favor of the motion show of hands. All opposed. Abstentions. You opposed, Ms. Floyd?

GRACIE FLOYD: Yes, I oppose.

TOMMY DUNN: Show the motion carries with Mr. Waters, Mr. Allen, Mr. Dunn, Mr. Graham, Mr. Wooten, Ms. Wilson in favor and Ms. Floyd opposes.

Chairman Wilson.

CINDY WILSON: Thank you. And we did recommend that the needs of the Citizens Advisory Board be -- members be looked at, too, for the same reasons.
The committee was next presented by Dr. Parkey and his staff with a discussion of Greenville County’s approach to the intensifying development demands, much as we are. Our Planning Department reviews technical aspects for development application while our Planning Commission needs greater flexibility to apply more localized interpretation with respect to adjoining landowners and neighborhood conditions and concerns. Our vote was three and 0 to recommend to County Council to adopt the Greenville County measures. So this comes to you with our recommendation.

TOMMY DUNN: Coming from the committee, it doesn’t need a second. Has Planning Commission seen any of this? I think, they’re supposed to make a recommendation, too.

RUSTY BURNS: ... election, Mr. Chairman, was this would be formulated by Dr. Parkey into an ordinance form and then it would be sent to the Planning Commission for their examination, then come back to Council.

TOMMY DUNN: I think, if I’m not mistaken, too, I think by state law, on some of this stuff, it has to go through the Planning Commission, first.

CINDY WILSON: It does. It’s supposed to be more a directive, I suppose.

TOMMY DUNN: Directive, that’s right. Okay. All in favor of the motion show of hands. All opposed like sign. Show the motion carries.

Moving on to Item number ---

CINDY WILSON: Wait, we’re still not done.

TOMMY DUNN: We’re moving on to -- we voted on that, didn’t we?

CINDY WILSON: We’ve got some more of our meeting that ---

TOMMY DUNN: Yes, ma’am. I’m going to that. That’s what I’m talking about. Just going down the thing here.

Next thing -- I guess Item number (c). Yes, ma’am.

CINDY WILSON: I’m sorry. It’s been a long night, hasn’t it? The next discussion centered around the county’s traffic impact study requirements as it relates to proposed development projects. Several years ago our County Council passed the traffic impact study which essentially required the developers to provide the road improvements at their expense when traffic volumes and other factors dictated. (Microphone was jarred) which is a cost to developer shall be included with either the
application for a certificate of compliance or preliminary plat depending on the nature of the project.

And if you’ll look at the actual verbiage of our traffic impact study starting with the intensity standards and then also more of the enabling type language which covers the purpose and definitions then that pretty much -- it’s pretty clear that the Council does have the latitude to have the road improvements required. It’s part of our public safety mission and it’s stated in here. So just wanted to point that out to you.

That concluded our meeting and we hope to have another meeting Monday at noon to go over some other measures. Thank you.

TOMMY DUNN: Thank you, Ms. Wilson.

Now moving to Item number 12, Report from the Public Safety Committee, Chairman Graham.

RAY GRAHAM: Thank you, Mr. Chairman.

Public Safety Committee would like to bring forth in the form of a motion the approval of Williamston EMS contract. This was nothing more than going back and tying up some loose ends where MedShore had taken over Williamston back when Williamston ended up having to fold a few years back. This was basically just clearing up some paperwork. It was put out for RFP. Several entities put in a proposal on this. Coming from the staff, it was recommended that Williamston receive the contract. Also we did receive a letter of recommendation from the Mayor of Williamston and Public Safety Committee from Williamston, the town of Williamston’s Public Safety Committee which consists of the fire chief, police chief, one of the Council members and the mayor, I believe. And again, they did recommend that it would be awarded to MedShore, as well. It comes from full Public Safety Committee with a hundred percent approval of recommendation that Council approves this.

TOMMY DUNN: Have a motion coming from the Public Safety Committee doesn’t need a second. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously. Thank you, Chairman.

Moving on to Item number 13, Appointments. Anderson County Museum Advisory Board. District 3.

Mr. Graham

RAY GRAHAM: Thank you, Mr. Chairman.

I’d like to take this time to ask Council for approval of the appointment of Cheryl Croman (Phonics) to Anderson County Museum Advisory Board. She’s
definitely got the criteria. I did speak with the Museum. It does come with their recommendation, as well. And I put this in the form of a motion.

Tommy Dunn: Motion Mr. Graham. Second Ms. Wilson. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Moving on to Item 14, Request by Council members.

Ken Waters.

Tommy Dunn: Motion Mr. Allen. Second Ms. Wilson. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Mr. Waters.

Tommy Dunn: Motion Mr. Allen. Second Ms. Wilson. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Mr. Allen.

Tommy Dunn: Go ahead.

Tommy Dunn: Motion Mr. Allen, second Ms. Wilson. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Anything else, Mr. Allen?

Gracie Floyd: Yes, I have one, but it did not make the list even though I called for it to be put on the list. This is to the Anderson City Recreation Center, fifteen hundred dollars to go to -- for programs for people living in District 2 who would like to go to the rec center in Anderson City to do walking or whatever else their needs and for basketball. District 2 don't contribute to football for little kids. I think that's the only one. But it's fifteen hundred dollars out of District 2's recreation money.

Tommy Dunn: Have a motion from Ms. Floyd. Have a second? 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, Mr. Graham.

Ray Graham: Thank you, Mr. Chairman.

If it's okay I've got several I'd like to request.
I’ll do all of them at once.

TOMMY DUNN: Go ahead.

RAY GRAHAM: I’d like the approval of District 2 and 3 for seven hundred dollars. This actually goes to Anderson School District 2 and 3 which is -- they’re doing part of a special needs program for teacher cadets and volunteers and this is going to help fund some of the items that they’re needing for that. I’d also like to request that I do eight hundred dollars to Shalom House. Also I’d like to do twenty-two hundred and fifty dollars to Anderson County Parks. This is matching portion for a PARD grant to bring Parker Bowie Sports Complex, which is part of Iva rec program, up to ADA compliant. And I’d also like to do two hundred and fifty dollars to WLS, which is When Life Sucks Veterans program. When they originally requested that it was at the end of our budget year and I’m just now able to do that so I’d like to do two hundred and fifty dollars for that as well.

TOMMY DUNN: Is that all?

RAY GRAHAM: Yes.

TOMMY DUNN: Have a motion Mr. Graham.

Have a second? Second Ms. Wilson. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

CRAIG WOOTEN: I have none at this time.

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: District 7 would like to appropriate three hundred dollars to Shalom House and five hundred dollars to the district school -- School District 2 and 3 special needs fall games. And I put that 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.

District 5's account, I’d like to appropriate five hundred dollars to the Anderson Cavaliers Athletic Program. Five hundred dollars to the Humane Society. And fifteen hundred dollars to Shalom House. Put that in the form of a motion.

CINDY WILSON: 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.
Now moving on, Administrator’s Report.

RUSTY BURNS: Nothing at this time.

TOMMY DUNN: Now moving on to Citizens Comments. Mr. Harmon calls your name, you have three minutes. Please address the Chair, state your name and district, please.

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

ELIZABETH FANT: Elizabeth Fant, District 3.

I really am floored by the lack of enthusiasm and the lack of -- sounds like some of you don’t even know what our pledge of allegiance is. That was wimpy tonight. Real wimpy.

Sounds like most of the meeting tonight other than the finance end of it, is all about things. Infrastructure, sewer, roads. And what we’re doing on that behalf. Traffic. I’m with Ms. Floyd. I don’t know whose idea this is to put a hotel right over there. You’re going to be taking up the cobblestone, the Church Street memorial thing that we just got finished completing a year ago and that hotel is going to be in that parking lot. It’s going to take up fire department parking places, it’s going to take up police parking places. You’re going to stick that out there right in the back of the Bleckley Inn; a man who has done so much for Anderson County. That is a slap in that man’s face. He’s got a hotel there. He’s got some rooms over here next to J. Peters. He’s built the event center. Why would anybody want to put a hotel in that spot in downtown Anderson. Now basically there’s nothing going on in downtown Anderson except for Party in the Park Music on Tuesday or Thursday nights. We used to have an amphitheater here that had plays. It’s no longer. On Murray Street we had a place that did plays and it’s kind of iffy. We don’t have anything going on in downtown Anderson unless you’ve got a wedding or unless you’ve got the humane society doing their event over here at the Carriage House. What is the need for a hotel in downtown Anderson? I think that we’re missing the mark here. I think that somebody is getting grabbly (verbatim) with the money and not thinking about the people in Anderson County. Our roads are already congested. Our roads are in poor condition. Why do you want to add something else in downtown Anderson? There’s nothing going on in downtown Anderson except for the Arts Center. We’re not Greenville with the Peace Center. We’re not a cantilever bridge. We’re not West End where people get out with their strollers and the dogs and walk up and down the streets so they
can be seen. That’s not what Anderson is downtown.
We’ve got a lot of nice restaurants. But you don’t
come to a hotel to go to a restaurant.

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

Moving on to Comments from Council members. Mr.
Waters.

KEN WATERS: Mr. Burns, I need your help
on this one. The project that we voted on tonight in
District 6. One job’s important to us. Just one job.
We’re looking at thirty-one more. That gentleman, the
industrial park up there, would it be safe saying he’s
brought in about five hundred jobs to Anderson County?

RUSTY BURNS: Very conservative.
KEN WATERS: That’s what I was thinking.

Probably a thousand is more true, but we like to be
conservative, don’t we?

RUSTY BURNS: In about two weeks, you’ll
have another one in the same location.

KEN WATERS: That was one point six
million dollars in payroll? Right? That means people
have jobs. So not only has President Trump doing
pretty good, we’re doing pretty good here in Anderson
County, right?

RUSTY BURNS: Yes, sir.
KEN WATERS: I think so too. Mr. Wooten
and I were talking a couple of weeks ago and I can
remember when there was a time that it was so tough
and there was one night that I was sitting here and I
just wondered, you know, why I got involved in
politics and on County Council. Those jobs are one of
the reasons. And that’s very exciting. One of the
things we’ve always -- one of our goals has always
been one job is important. And then we got thirty-one
of those tonight. And then we have some more coming.
And so it’s just been consistent in that. And I’m
excited about that. That’s -- sometimes you just have
to sit and look back and see the good things that’s
happened.

Another good thing, I was talking to someone
Sunday night after Celebrate Anderson, and they had
been involved when we were trying to get some things
started back up. They were not as involved this year
as they had been in the past. And one of the things
they mentioned is that they were looking at Sunday
night and how good things were going. I think fifteen
thousand is a pretty conservative number on how many
we had, Mr. Burns, is that correct?

RUSTY BURNS: Yes, sir.
KEN WATERS: And that was a very good, you know, very good event. And this person that I was talking to, she mentioned that their baby had grown up. And I remember when we were just first starting trying to get something started and looking at it now. And it’s a continuous thing.

The first year I had the privilege of helping getting Charlie Daniels. The second year I didn’t know what to do and someone else stepped in and got somebody here. And the point I’m making here is there’s a lot of people in Anderson County that have good ideas and we just have to sit and listen to them. There were a couple of people walking around Sunday night that I just -- just threw out a couple of questions, you know, who do you think we need to -- I won’t be here next year. I mean, in the decisions making part. But I may have time to play my banjo, so I may be part of the show next year; you never can tell. But the point I’m making is to keep good things going is, I consider this Council right here one of the best Councils in Anderson -- I mean in South Carolina. Because it’s amazing how we work together and get things done.

And you know, just for instance, Sunday night is just one of those things. And then you look at the other people that step in, with the colleges, with the businesses that helped out and it just -- just sitting back and looking at all the good things that’s happened. It’s been a privilege to be a part of that and to just, you know, see how things are going. We’ve got a lot of kids that are going to need jobs and they do things that have fun. There were so many people there Sunday night just having fun. You know, it was just a privilege to be a part of that. You know, I’m excited of what the future holds.

Thank you, Mr. Chairman.

TOMMY DUNN: Thank you, Mr. Waters. Mr. Allen.

TOM ALLEN: Yeah, just if I could, just to clarify something that you had said earlier I think regarding the hotel downtown. That’s not a county project. We didn’t ask for it. That’s strictly a city economic development project. The city owns the land. It’s a private individual that wants to build there. It’s not costing the county anything. We didn’t ask anybody to build a hotel downtown. The only reason they had to come through us again was because of the fee in lieu of process. And by law, that has to run through us. But I don’t disagree with what you said, certainly, but just so it’s clear, the
County’s not building that hotel.

Thank you, Mr. Chair.

TOMMY DUNN: Thank you. Ms. Floyd.

GRACIE FLOYD: Okay. I have a couple of things. But if I can piggyback on that. If the city came to the Council and they wanted us to do something with them that was a terrible thing, we don’t have to do it. When we sign off on them, it’s a county and city thing. You cannot have one without the other.

If the county chooses not to go into this thing with the city, then they don’t have to. So by voting to go give them the fee in lieu of taxes because they can’t get it themselves, but we’re going to have -- we made it a county and city thing. The county people will suffer, just as much as the city people when they go to eat downtown at J Peters and cannot find a parking space anywhere.

But I had some things I wanted to talk about. I would like to say it again about District 2’s recreational account. If you know of someone who needs some funds for their rec program, please tell them that District 2 will not give them any funds through a letter. I am responsible for that twenty-five, thirty thousand dollars for District 2. And I have to know where that money is going. A letter just won’t do it because I have questions to ask on the behalf of the people of District 2 whose funds it is. I want to know where it’s going. I want to know what you’re going to do with it. How is it going to be handled. So, please don’t include me in the letter. Call me on the phone. I will answer it. I answer every call I get. I don’t have an answering machine.

I would like to again remind us that the recreation fund, according to our ordinances, is supposed to use for recreational purposes. I called down to Columbia and I asked -- well I was asked the question who says -- who is it to say what recreational is? And the man told me, now Ms. Floyd, any fool know what recreation is. So, I just left it at that.

And I want to know who was it that called the newspaper on me about the fact that I did not give any money to the Haven of Rest last meeting? I got a call from the newspaper wanting to know why did I not give Haven of Rest any money out of my recreation account last week. Yes, we did. No, it wasn’t Haven of Rest. Salvation Army. Excuse me. It’s my fault. Why I didn’t give Salvation Army any money for Salvation Army? Okay. Number one, I didn’t do it because it wasn’t recreation. All right. I called the County
and asked the County to give them some money and the County said, oh no, we can’t do that. We don’t do that. And I said, well, County, could you give money if somebody just wrote you a letter and asked you for some money? And I was told by the County, oh, no we don’t do that either. We don’t do that either. Well, just know that Gracie Floyd, District 2, don’t do that either. You’re going to have to call me on the phone and tell me what you need recreation money for. You’re going to have to assure me that you’re going to use it for recreational purposes as the ordinance say. Okay. And whoever told on me, like I said, what you going to do about it? You can tell on me all you want to, folks. You can tell them — you can even tell my mama on me. But I want to know what you going to do about it after you told on me? That’s a tacky thing. Much as I could have talked about or said about all of you up here, I never did that. I never called the newspaper and said -- yes, you did. I never called the newspaper and said Tom Allen said ... I never did that. That’s tacky. All right. Thank you. Don’t do that.

TOMMY DUNN: Mr. Graham.

RAY GRAHAM: Thank you, Mr. Chairman.

Just a couple of things. First of all, I do find the comment that was made earlier in the meeting a little offensive that someone would even insinuate that Council’s commitment to saying the Pledge of Allegiance is not sincere, especially when we’ve got fellow Council members who have served our country, currently have children who are serving our country. I personally have family that have served our country in the military. And I take the Pledge of Allegiance very serious and I also feel like my fellow Council members does. So if for some reason you felt that we did not take it serious, I apologize for that. But I definitely think you got the wrong impression because we take it very serious. We say it before every meeting we have. Not because we have to, but because we want to. And I take very much pride when I stand for the Pledge of Allegiance. And I feel like my rest of my fellow Council members does as well.

Second thing, we -- as Chairman Dunn had mentioned, we did have a meeting with the Chief’s Advisory Board concerning the fire bond this past week and I apologize it was not on the meeting agenda. However, due to time restraints it was actually after the fact. However, their desire as far as the Chief’s Advisory Committee just kind of wanting to update fellow Council members because there seems to be some
miscommunication on someone's part on this. Their
desire on this is basically that the individual
stations truly determine what the need is for the
bond. What is the actual items that needs to be
purchased with the bond money per station. Not for
the county. But the current one that was actually
presented, the Chief's Advisory Board recommended
basically that it is not a true need for each station.
Some stations have other needs more in the rural. And
I'm going to pick on mine. Grove Station down in my
district would have lesser need for a newer truck
because they've got a new truck and they don't run
that many calls. Homeland Park would probably be more
in line of needing a new truck because they run
multiple calls. And with that being said, the Chiefs
Advisory Committee is wanting to truly get in there,
do an inventory of the stations, encapsulate the
actual Chiefs and bring them back information as far
as what is their need for their station. At that
point they want to meet with the current Fire
Commission and try to determine what the true needs to
move forward with this bond.

With that being said, we basically asked them
point blank, do you want us to move forward with this?
Their answer was, no, absolutely not. We currently --
the plan that was presented to us originally is not a
good plan. It does not identify the needs of Anderson
County Fire Service. By no means are we, as far as
Council members or anyone else that has looked at
this, saying we do not support the fire system we have
in Anderson County. We are very fortunate for the
fire system we have in Anderson County. But we need
to be just responsible with the dollars that we spend
on our budget as we do with the dollars that we spend
on this bond referendum. So in other words, we need
to be fiscally responsible as far as how this money is
spent. And all we're doing is ensuring that the items
are identified per the station's needs. And that goes
for every station in Anderson County. In other words,
it reaches out and touches every citizen in Anderson
County as far as what your primary needs are. Again,
that is strictly at the request of the Fire Chiefs
Advisory Committee. They are wanting to go through
and do that determination. They're wanting to go and
meet with the Fire Commissioners and they are wanting
to come back with us. We offered resources from
Anderson County. Ms. Rita actually offered a couple
of different plans. And we also offered resources
through Anderson County employees to help determine a
business plan as far as what are the true needs to
help go out and determine, you know, how is the best
money spent for their needs. I mean, we’re offering
them resources to move forward with this. It’s just
that we’re not willing to give them a blank check.
And originally that basically was the request. And
pretty much anyone in a leadership capacity within the
fire service throughout Anderson county, I’m not
speaking of a certain fire chief, I’m talking about
multiple fire chiefs, multiple lieutenants, captains
in the fire service, they all are in agreement that we
need to determine what are the true needs. So that’s
where we stand with the fire bond. It’s not that
we’re against it, we just want it to be a better plan
in place to move forward with.

Thank you, Mr. Chairman.

TOMMY DUNN: Thank you, Mr. Wooten.

CRAIG WOOTEN: Yes. I just want to say I
was very encourage by the weekend event. It seemed
like it was well organized, well planned and I feel
like the management company for this event especially
had done a very good job. And I’ll say that Ms.
Floyd’s comments, I was interviewed by the paper about
the Salvation Army and the ---

GRACIE FLOYD: Did you tell them?

CRAIG WOOTEN: No. The interviewer asked
me, he said, well can you speak to what Ms. Floyd
wanted to do? And I told him I learned the first week
I was here that I don’t speak for Ms. Floyd. And he
volunteered to call you and so that’s ---

GRACIE FLOYD: He asked you what Ms. Floyd
was going to do?

CRAIG WOOTEN: Well, for giving money.

GRACIE FLOYD: How did he know I didn’t
give money?

CRAIG WOOTEN: I don’t know, but he knew
before he called me. And I told him, I said I don’t
have a comment, call Ms. Floyd. And so I don’t know
if he did at that time or not.

One of the things I really enjoy in life is the
film maker Ken Burns and I’ve been finishing the mini
series on the West with him. And I think it’s
applicable to what we’re trying to do here at County
Council is in the 1880’s they were talking about the
town in Colorado that was thriving and booming and
they said well, let’s build a city center and they
said where are we going to build it. And they said
we’re going to build it way out there in the middle of
nowhere. And they said why would we do that, our
city’s here. And he said because that’s where we’re
going. And they knew the city was growing and they
were looking twenty years out, they were looking forty
years out because they didn’t believe the point they
had reached yet was the pinnacle. And I think I’m
excited about -- we’ve got to deal with potholes,
we’ve got to deal with development, we’ve got to deal
with everyday things. But I feel like we have a
spirit on the Council that we can start to look at
those long term projects that will probably be there
when we’re not on Council anymore or when our kids are
older and that we can set that vision for the type of
things that we want to do. So I’m very encouraged by
that and I appreciate that the Council members.

Thank you, sir.

TOMMY DUNN: Ms. Wilson.
CINDY WILSON: Thank you, Mr. Chairman.

And thank you, Mr. Graham, for the update on the fire
bond. I have a meeting with West Pelzer Fire
Department regarding that Monday night.

It’s very confusing for citizens to understand
what the jurisdictions are. And I think we’re trying
really hard to explain that. The city projects, for
example, the hotel, that was not nice what they did to
Mr. Kay, but that’s the city, not us. The most recent
announcement downtown, the office building at 201
North Main sold and it’s now being taken up in part by
the corporate office for Westpoint Pepperell. So that
will be bring fifty employees from Clemson to
Anderson. So that to me was one of the most exciting
things that I’ve heard for downtown in a long time.
And I wanted to ask because I’m going to start trying
to get some of the town hall meetings around my
district and try to deal with the fire bond questions
and the referendum question. But what is the status
of the page that we requested that will state the law,
the referendum question and what the hospitality tax
can and can’t be used for? Do we have that written up
yet? We’re down to the eleventh hour here.

LEON HARMON: Ms. Wilson, it’s not
totally completed. I will have it completed this
week.

CINDY WILSON: Well, it’s not like we
haven’t asked you about ten more things to do in one
day. I apologize. We do ask a lot of you. But we
appreciate very much.

And it’s interesting the county comprehensive land
use map and plan is that template that goes out
twenty-five years and tells us what the neighborhoods
and the citizens and the landowners want in their
specific areas and it’s the planning document for
zoning and also for grants and funds for
infrastructure. So that’s another part of what we’ve
been working on. And I greatly appreciate Dr. Parkey
and Ms. Alicia Hunter and all of our staff that work
so hard on all of that. Anyway, lot of work.
Thank you.

TOMMY DUNN: Thank you, Mr. Graham.
RAY GRAHAM: Thank you, Mr. Chairman. I
do want to recognize Haley McMullen. She does -- she
works with us at the Café, but also she is in her
first year of college and she came to observe a
meeting tonight for part of one of her assignments in
college. But definitely proud of the young lady that
she has become. Very smart and bright young lady and
definitely looking forward to seeing what the future
holds for her.

TOMMY DUNN: Thank you. I want to say I
appreciate the hard work the staff done putting
Celebrate Anderson together. And Mr. Burns and his
staff putting Employee Picnic together, the luncheon.
That went real smooth. Lot of people showed up.
Celebrate Anderson itself, the concert, a lot of
people there. Only problem with that is trying to top
next year. Always that. And again I want to thank
all our young folks coming out for Leadership
Anderson. And come back with me every other month.
There’s more fun to be had. Meeting will be
discharged.

(MEETING ADJOURNED AT 8:15 P.M.)
ORDINANCE NO. 2018-014

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.

ENACTED in meeting duly assembled this 18th day of September, 2018.
ATTEST:

Rusty Burns
Anderson County Administrator

Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

FOR ANDERSON COUNTY

Tommy Dunn, Chairman
Anderson County Council

First Reading: April 17, 2018
Second Reading: May 1, 2018
Third Reading: September 18, 2018
Public Hearing: September 18, 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
123-33-01-001
123-33-01-002
123-33-01-003
123-33-01-004
123-33-01-005
123-33-01-006

123-33-02-001
123-33-02-002
123-33-02-003
123-33-02-004
123-33-02-005
123-33-02-006
123-33-02-007
123-33-02-008

123-33-03-001
123-33-03-002
123-33-03-003
123-33-03-004
123-33-03-005
123-33-03-006

**Property 2**

TMS #s
123-30-12-004
123-30-12-005
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. 2018-031

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.

Third Supplemental Ordinance

Enacted September 18, 2018
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 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 3(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.

Section 4 Redemption of Series 2018 Bonds
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 they 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

(a) 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 may be used for any lawful purpose of the County or, if so required by the Code, to make any necessary rebate to the United States of America.

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 18th day of September, 2018.

ATTEST:

ANDERSON COUNTY COUNCIL

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
(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: September 4, 2018
Public Hearing: September 18, 2018
Third Reading: September 18, 2018
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 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:

__________________________
Lacey Croegaert
Anderson County Clerk to Council

__________________________
Tommy Dunn, Chairman
ANDERSON COUNTY COUNCIL

(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

_________________________, as Registrar

By: __________________________
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 benefiting 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:

Rusty Burns
Anderson County Administrator

Lacey Croegaert
Clerk to Anderson County Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

ANDERSON COUNTY, SOUTH CAROLINA

First Reading: August 21, 2018
Second Reading: September 4, 2018
Third Reading: September 18, 2018
Public Hearing: September 18, 2018
**EXHIBIT A**

**PROPERTY DESCRIPTION**

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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
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 investment 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.
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)

ATTEST:

City Manager, City of Anderson, South Carolina

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: ____________________________

[COMPANY SIGNATURE PAGE: INFRASTRUCTURE CREDIT AGREEMENT]
EXHIBIT A

DEVELOPMENT UNIT DESCRIPTION

Development Unit 1
TMS
123-33-01-001
123-33-01-002
123-33-01-003
123-33-01-004
123-33-01-005
123-33-01-006

Development Unit 2
TMS
123-33-02-001
123-33-02-002
123-33-02-003
123-33-02-004

Development Unit 3
TMS
123-33-03-005
123-33-03-006
123-33-03-007
123-33-03-008
Total

Development Unit 4
TMS
123-33-03-001
123-33-03-001
123-33-03-001

Development Unit 5
TMS
123-33-03-004
123-33-03-005
123-33-03-006

Development Unit 6
TMS / Suite
123-30-12-005 / Roof, Ext, Infra
123-30-12-004 / Roof, Ext, Infra
123-30-12-005 / Suite 412
123-30-12-004 / Suite 406
123-30-12-004 / Suite 408
123-30-12-004 / Suite 410

Development Unit 7
TMS / Suite
123-30-12-005 / Suite 418
123-30-12-005 / Suite 420
123-30-12-005 / Suite 414
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:

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

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:

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

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>
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</tbody>
</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 below:
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. 2018-034

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; AND OTHER MATTERS RELATING 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 the South Carolina Constitution (the “Constitution”) and the Code of Laws of South Carolina 1976, as amended (the “Code”), and the case law of the Courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective industries as inducements for economic development within the County; is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 12 of the Code (the “Act”), to acquire, or cause to be acquired, properties (which properties constitute “projects” as defined in the Act) and to enter into agreements with any industry 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 development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprise to locate 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;

WHEREAS, in the exercise of the foregoing powers, the County and BMW Manufacturing Corp. (subsequently converted to BMW Manufacturing Co., LLC), a company organized and existing under the laws of the State of Delaware (the “Company”), have heretofore entered into an Inducement and Millage Rate Agreement dated December 22, 1997 (the “Inducement and Millage Rate Agreement”) and a fee-in-lieu of taxes (“FILOT”) Lease Agreement dated as of September 1, 1998 (the “FILOT Agreement”) providing for certain incentives, including, without limitation, payment of a FILOT with respect to the Company’s Project (as defined in the FILOT Agreement) in the County;

WHEREAS, the Company has made significant investment in the Project;

WHEREAS, by an amendment dated November 4, 2003, the FILOT Agreement was amended to extend the Project Acquisition Period (as defined in the FILOT Agreement) to ten years after January 1, 1999, and to extend the date of the maximum term of the FILOT Agreement to December 31, 2028;

WHEREAS, the FILOT Agreement provides that any property placed in service as part of the Project during the Project Acquisition Period shall be included in the calculation of FILOT payments under the FILOT Agreement for a period not exceeding 20 years following the year in which such property is placed in service (the “FILOT Term”);
WHEREAS, the Company has requested that the County amend the FILOT Agreement by extending the FILOT Term from 20 years to 40 years as permitted by Section 4-12-30(C)(4) of the Code and Section 3.B of Act No. 290 of 2010, South Carolina General Assembly (the “Extension”);

WHEREAS, the County has determined that the FILOT Extension would directly and substantially benefit the general public welfare of the County by inducing the Company to continue to invest in the Project thereby increasing the ad valorem tax base, employment opportunities or other public benefits not otherwise provided locally; and that the FILOT Extension gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and that the purposes to be accomplished by the Extension, i.e., economic development, maintenance and creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and that the benefits of the FILOT Extension will be greater than the costs; and

WHEREAS, the Extension will be effected pursuant to an amendment to the FILOT Agreement (the “Amendment”) which is now before this meeting and is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. Statutory Findings. The County hereby finds and determines that the FILOT Extension would directly and substantially benefit the general public welfare of the County by supporting and encouraging the Company to continue the Project and to make additional investments; and that such extension gives rise to no pecuniary liability of the County or a charge against the County’s general credit or taxing power.

Section 2. Approval of 20-Year Extension of FILOT Term from 20 to 40 Years. Pursuant to Section 4-12-30(C)(4) of the Code and Section 3.B of Act No. 290 of 2010, South Carolina General Assembly, the County hereby amends the FILOT Agreement (and, as applicable, the Inducement and Millage Rate Agreement) by extending the 20-year FILOT Term under the FILOT Agreement (and, as applicable, the Inducement and Millage Rate Agreement), to a total FILOT Term of 40 years.

Section 3. Execution of Amendment to FILOT Agreement. In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Amendment which is before this meeting and filed with the Clerk to County Council are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amendment was set out in this Ordinance in its entirety. The Chair of the County Council and the County Administrator be and they each are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amendment to the Company. The Amendment is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the officials of the County executing the same, their execution thereof to
constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Amendment now before this meeting.

Section 4. Further Actions. The Chair of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Amendment and the performance of all obligations of the County under and pursuant to the Amendment.

Section 5. Governing Law. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 6. Severability. 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. Effectiveness of Ordinance. All Ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. In all other respects the prior Ordinances, resolutions and parts thereof which are not in conflict with the amendments hereto, shall remain in full force and effect. This Ordinance shall take effect and be in full force from and after its passage by the County Council.

Section 8. Official Action. It is the intention of the County Council that this Ordinance shall constitute an official action on the part of the County within the meaning of any statute or other legislative enactment relating to the provision of incentives including, without limitation, the approval of the extension of the PILOT Term under the PILOT Agreement.

DONE, RATIFIED AND ADOPTED this 18th day of September, 2018.

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey Croegaert
Anderson County, South Carolina

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

FOR ANDERSON:

Tommy Dunn, Chairman
Anderson County Council

First Reading: August 7, 2018
Second Reading: August 21, 2018
Public Hearing: September 18, 2018
Third Reading: September 18, 2018
STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned, Clerk to County Council of Anderson County ("County Council"), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on three separate days. At least one day passed between first and second reading and at least seven days between second and third reading. At each meeting, a quorum of the County Council was present and remained present throughout the meeting.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Anderson County Council, South Carolina, as of this _____ day of _____________, 2018.

________________________________________
Lacey Croegaert
Clerk to Council Anderson County, South Carolina
This Amendment (the “2018 Amendment”) to the September 1, 1998 fee-in-lieu of taxes (“FILOT”) Lease Agreement (the “FILOT Agreement”), by and between Anderson County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council, and BMW Manufacturing Co., LLC is entered into as of this 18th day of September 2018.

WHEREAS, the County and BMW Manufacturing Corp. (subsequently converted to BMW Manufacturing Co., LLC), a company organized and existing under the laws of the State of Delaware (the “Company”), have heretofore entered into an Inducement and Millage Rate Agreement dated December 22, 1997 (“Inducement and Millage Rate Agreement”) and the FILOT Agreement, providing for certain incentives, including, without limitation, payment of a FILOT with respect to the Company’s Project (as defined in the FILOT Agreement) in the County;

WHEREAS, the Company has made significant investments in the Project;

WHEREAS, by an amendment dated October 14, 2003, the FILOT Agreement was amended to extend the Project Acquisition Period (as defined in the FILOT Agreement) to ten years after January 1, 1999, and to extend the date of the maximum term of the FILOT Agreement to December 31, 2028 (“2003 Amendment”);

WHEREAS, the FILOT Agreement provides that any property placed in service as part of the Project during the Project Acquisition Period shall be included in the calculation of FILOT payments under the FILOT Agreement for a period not exceeding 20 years following the year in which such property is placed in service (the “FILOT Term”);

WHEREAS, the Company has requested that the County amend the FILOT Agreement by extending the FILOT Term from 20 years to 40 years, as authorized by Section 4-12-30(C)(4) of the Code and Section 3.B. of Act No. 290 of 2010, South Carolina General Assembly (collectively, the “Extension”); and

WHEREAS, the County has determined that the Extension would directly and substantially benefit the general public welfare of the County by inducing the Company to continue to invest in the Project thereby increasing the ad valorem tax base, employment opportunities or other public benefits not otherwise provided locally; and that the Extension gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and that the purposes to be accomplished by the Extension, i.e., economic development, maintenance and creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and that the benefits of the Extension will be greater than the costs.
In consideration of the respective representations and agreements contained in this 2018 Amendment and other value, the parties hereto agree as follows:

1. The reference in Section 4.3 to “20 years” is hereby amended to read “40 years,” and the reference in Section 4.3 to “December 31, 2028” (as provided by the 2003 Amendment) is hereby amended to read “December 31, 2048.”

2. The references in Section 4.6(c)(iv) of the PILOT Agreement to “20 years” and to “20-year” are hereby amended to read “40 years” and “40-year.”

3. To the extent that the terms of this 2018 Amendment differ from, or are otherwise inconsistent with, the terms of the PILOT Agreement (as previously amended) or the Inducement and Millage Rate Agreement (as previously amended), such Agreements are hereby amended.

4. The PILOT Agreement and Inducement and Millage Rate Agreement shall remain and continue in full force and effect, except as otherwise expressly provided in this 2018 Amendment.

[Remainder of page intentionally left blank]
IN WITNESS HEREOF, Anderson County, South Carolina, pursuant to due authority, has duly executed this 2018 Amendment as of the date first above written.

Signed, Sealed and Delivered in the presence of:

____________________________
Witness #1
Name: _______________________

____________________________
Witness #2/Notary
Name: _______________________

ANDERSON COUNTY, SOUTH CAROLINA
By: __________________________
Tommy Dunn, Chairman,
Anderson County Council

ATTEST:

____________________________
Lacey Croegaert, Clerk
Anderson County Council

STATE OF SOUTH CAROLINA )
COUNTY OF )

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

Witness my hand and official seal this ______ day of ______________________, 2018.

____________________________
Notary Public for South Carolina
My Commission Expires: _______ _______
(SEAL)
IN WITNESS HEREOF, BMW Manufacturing Co., LLC, pursuant to due authority, has duly executed this 2018 Amendment as of the date first above written.

Signed, Sealed and Delivered in the presence of:

__________________________
Witness #1
Name: ____________________________

__________________________
Witness #2/Notary
Name: ____________________________

STATE OF _______________________
COUNTY OF _______________________

ACKNOWLEDGMENT

I, ______________________, Notary Public for the State of ______________________, do hereby certify that the above-named, ______________________ as ______________________ of BMW Manufacturing Co., LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this ___ day of ______________________, 2018.

__________________________
Notary Public for ______________________
My Commission Expires: ______________________

(SEAL)
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 located 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 benefitting 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.
DONE in meeting duly assembled this 18th day of September, 2018.

(SEAL)

ANDERSON COUNTY, SOUTH CAROLINA

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: September 4, 2018
Third Reading: September 18, 2018
Public Hearing: September 18, 2018
EXHIBIT A

FORM OF INFRASTRUCTURE CREDIT AGREEMENT
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
INFRASTRUCTURE CREDIT AGREEMENT

by and among

ANDERSON COUNTY, SOUTH CAROLINA,

and

THE CITY OF ANDERSON, SOUTH CAROLINA

and

PROJECT ACCOMMODATION

Effective as of: August 1, 2018
INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of August 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 PROJECT ACCOMMODATION, a South Carolina limited liability company ("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 an approximately 80-room hotel and related commercial/retail space in the City (collectively "Project"), on a site more particularly described on Exhibit A of this Agreement (collectively, "Property"), 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] ("Consent Ordinance"), which included its consent 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 invest the Investment Commitment, as defined below, at the Project; and

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

ARTICLE II
INFRASTRUCTURE CREDITS

Section 2.1. Investment Commitment. The amount the Company shall invest in the Project shall equal or exceed $10,000,000 ("Investment Commitment"). Prior to or within a reasonable time after commencing construction on the Project, the Company shall give written notice to the Local Governments of the date of such commencement ("Commencement Date"). Subsequently, the Company shall certify to the Local Governments achievement of the Investment Commitment by no later than the third anniversary of the Commencement Date ("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 Investment Commitment by the Certification Date, then the County or City may individually terminate its respective part of this Agreement with regard to the Project and, on termination, the Company is no longer entitled to any further benefits under the terminated portion of this Agreement for the Project. In no event shall the Company be entitled to certify the completion of the Project after December 31, 2021.

Section 2.2. 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, of 75% for 15 years ("Credit Term") commencing with the first Fee Payment due with respect to the Property following the Certification Date.

(b) The County shall deduct the Infrastructure Credits from the Company’s annual property tax bills with respect to the Project and the Company shall remit the Fee Payment net of the Infrastructure Credit ("Net Fee Payment") to the County.

(c) After payment of a portion of the Net Fee Payment to Greenville County (in accordance with the Park Agreement), the County shall distribute to the City, and the City shall receive from the County, a distribution of remaining Net Fee Payments based on the percentage that the City’s millage bears to the total millage applicable to the Property for the applicable tax year. Notwithstanding the earlier discontinuance or conclusion of Infrastructure Credits to the Company under this Agreement, such distribution methodology shall continue for so long as the Property is located in the Park.

(d) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE LOCAL GOVERNMENTS. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE LOCAL GOVERNMENTS PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE LOCAL GOVERNMENTS OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE LOCAL GOVERNMENTS OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE LOCAL GOVERNMENTS OR ANY
MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE LOCAL GOVERNMENTS OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

(e) In no event shall the aggregate amount of all Infrastructure Credits claimed by the Company exceed the amount expended by the Company collectively with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit B. Further, any amount of reimbursement of the Company for Infrastructure expenditure by way of an Infrastructure Credit may not be duplicated through an infrastructure credit to the Company for the same expenditure.

(f) To the extent that the Infrastructure Credit is used as payment for personal property, including machinery and equipment, and the personal property is removed from the Project at any time during the Credit Term, the amount of the Fee Payments due on the personal property for the year in which the personal property was removed from the Project also shall be due for the two years immediately following the removal.

(i) To the extent that any Infrastructure Credits were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property.

(ii) If personal property is removed from the Project but is replaced with qualifying replacement property, then the personal property will not be considered to have been removed from the Project.

Section 2.3. 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 Project and the Property.

Section 2.4. 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 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 any obligation under this Agreement (other than those described in Sections 2.1 and 2.2 and under (a) above), which failure has not been cured within 30 days after written notice from the 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;

(e) As relating to the City's obligations under this Agreement, a default by the Company under the Development Agreement for Project Accommodation Downtown Development between the City and the Company dated as of _______ __, ___.

(f) 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 their duties and obligations in their 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 gross 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 Administrator
  - PO Box 8002
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. 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 4.9 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 4.10. 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 4.11. 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 4.12. Counterparts. This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.13. Amendments. This Agreement may be amended only by written agreement of the Parties.

Section 4.14. 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 4.15. 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. Notwithstanding the foregoing, the provisions of Section 2.2(c) relating to distribution of a portion of Net Fee Payments to the City shall survive for so long as the Property is located within the Park.

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

[THREE SIGNATURE PAGES AND TWO EXHIBITS 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

(SEAL)
ATTEST:

Chair, Anderson County Council

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, [Project Accommodation] has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

PROJECT ACCOMMODATION

By: ________________________________

Name: ______________________________

Its: ________________________________

[COMPANY SIGNATURE PAGE: INFRASTRUCTURE CREDIT AGREEMENT]
EXHIBIT B
INFRASTRUCTURE INVESTMENT CERTIFICATION

I ________________, the ______________ of ____________________________ (the “Company”), do hereby certify in connection with the Infrastructure Credit Agreement dated as of __________, 2018 (the “Agreement”) between Anderson County, South Carolina, The City of Anderson, South Carolina and _________________ (the “Company”), as follows:

(1) As of December 31, 20__, the total amount of Infrastructure Credits received by the Company is as follows:

(a) $ __________________

(c) Total Infrastructure Credits received $ __________________

(2) As of December 31, 20__, the total amount of investment in Costs of Infrastructure by the Company is not less than $____________ and consists of $____________ in real property and $____________ in personal property.

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__.

[THE COMPANY]

By: ________________________________

Name: ______________________________

Its: ________________________________

PPAB 4395129v1
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 this 18th day of September, 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: September 4, 2018
Third Reading: September 18, 2018
Public Hearing: September 18, 2018
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
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
To be attached
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 FILOT Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

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

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

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

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

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council 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__.

ATTEST:  

Rusty Burns  
Anderson County Administrator

__________________  ____________________
Lacey Croegaert  
Clerk to Anderson County Council

APPROVED AS TO FORM:

__________________  ____________________
Leon C. Harmon  
County Attorney

Tommy Dunn, Chairman  
Anderson County Council

First Reading:  September 4, 2018  
Second Reading:  
Third Reading:  
Public Hearing:
STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of ________, 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__
Ordinance #2018-039

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 72.12 acres from PD (Planned Development) to IZD (Innovative Zoning District) on three parcels of land, identified at the intersection of Harriett Circle, Crestview Road and Midway Road in the Town Creek Precinct shown in Deed Book 13075 and 10571 page 00120 and 00261 respectively; and including the Statement of Intent for “Preston Trails” dated September 10, 2018. The parcels are further identified as TMS #147-00-04-005, 147-00-04-007 and 147-00-04-009.

Whereas, Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the “County Council”) has previously adopted Anderson County Ordinance #99-004, the Anderson County Zoning Ordinance (the “Ordinance”), which Ordinance contains the Anderson County Official Zoning Map (the "Map"); and,

Whereas, the Ordinance contains provisions providing for the amendment of the Map; and,

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from PD to IZD for +/- 72.12 acres of TMS # 147-00-04-005, 147-00-04-007 and 147-00-04-009 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on August 14, 2018, during which it reviewed the proposed rezoning from to PD to IZD +/- 72.12 acres of TMS #147-00-04-005, 147-00-04-007 and 147-00-04-009 described above including the Statement of Intent and found it in compliance with the Anderson County Comprehensive Plan and or August 14, 2018, recommended it to County Council as an amendment to the Anderson County Official Zoning Map; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on September 4, 2018, regarding said amendment of the Anderson County Official Zoning Map:
NOW, THEREFORE, be it ordained by Anderson County Council, in meeting duly assembled, that:

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.

2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone from PD to IZD +/- 72.12 acres of TMS #147-00-04-005, 147-00-04-007 and 147-00-04-009 described above, including the Statement of Intent dated September 10, 2018.

3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.

4. All orders, resolutions, and enactments 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 and effect from and after third reading and enactment by Anderson County Council.
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
philip@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 feet 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 dissects 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 & Harriet 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 permissible, 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. A minimum 25' of public right-of-way has been dedicated
from the centerline of the road along Harriett Circle and Crestview Road. In addition to this right-of-way dedication, approximately 20’ has been allocated as open space for future road improvements. Property has also been allocated as open space at the intersection of Crestview Road & Harriett Circle for a future traffic circle.

**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.
ATTEST: Ordinance 2018-039

Rusty Burns
Anderson County Administrator

Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

Leon Harmon
Anderson County Attorney

1st Reading: September 4, 2018
2nd Reading: September 18, 2018
3rd Reading:
Public Hearing: September 4, 2018
SITE DATA

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<th>TAX MAP NO.:</th>
<th>1470004005, 1470004007, &amp; 1470004009</th>
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<td>AREA BREAKDOWN:</td>
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<td>EXISTING ZONING:</td>
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<td>TOTAL LOTS:</td>
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<td>118 LOTS (55' X 125' TYP.)</td>
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<td>178 LOTS TOTAL - NOT TO EXCEED 180 LOTS</td>
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<td>PROPOSED ROADWAY:</td>
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<td>SETBACKS</td>
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SITE PLAN LEGEND

- TYPICAL LIGHT DUTY ASPHALT PAVEMENT
- OPEN SPACE
- PAVEMENT LINE
- PROPOSED BUILDING SETBACK LINE
- EXISTING EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT

VICTORY MAP - N.T.S.
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: September 4, 2018
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__, ________, 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__.

Lacey Croegaert  
Clerk, Anderson County Council

Dated: ________, 20__
ORDINANCE NO.: 2018-035

AN ORDINANCE AUTHORIZING THE LEASE OF A PORTION OF THE ANDERSON SPORTS AND ENTERTAINMENT CENTER CONSISTING OF APPROXIMATELY .75 ACRES OF TAX PARCEL NO. 122-00-01-001 TO DUKE ENERGY CAROLINAS, LLC FOR LOCATION OF AN ENERGY STORAGE SYSTEM AND RELATED IMPROVEMENTS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Duke Energy Carolinas, LLC has proposed to locate an Energy Storage System and related ancillary technologies, including, but not limited to, solar photovoltaic power arrays, voltage regulation, and power quality regulation.

WHEREAS, the Energy Storage System would provide an alternative source of power to the Anderson Sports & Entertainment Center in the event of a power outage;

WHEREAS, Anderson County, South Carolina (the “County”) acting by and through its County Council is authorized under Title 4 of the Code of Laws of South Carolina, as amended, to lease, sell or otherwise dispose of real and personal property;

WHEREAS, Anderson County, South Carolina owns the real property which contains the Anderson Sports & Entertainment Center, more specifically designated as Tax Map parcel 122-00-01-001, and the County desires to lease approximately .75 acres to Duke Energy Carolinas, LLC for location of an Energy Storage System.

NOW THEREFORE, BE IT ORDAINED BY THE Anderson County Council in meeting duly assembled that:

1. The Anderson County Council hereby approves the lease of approximately .75 acres of real property located at the Anderson Sports & Entertainment Center (a portion of Tax Map Parcel 122-00-01-001) to Duke Energy Carolinas, LLC for location of an Energy Storage System as negotiated on Ground Lease Agreement attached as Exhibit A.

2. The County Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver all documents in the name and on behalf of the County to carry out the transactions contemplated by this Ordinance, including, without limitation, the Ground Lease Agreement, Memorandum of Lease and such other documents necessary and appropriate to the lease of the real property.

3. 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.

4. 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.
5. 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 ______ day of ______, 2018.

ATTEST:

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

__________________________________________
Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

__________________________________________
Leon C. Harmon
Anderson County Attorney

First Reading: __________________________
Second Reading: ______________________
Third Reading: ________________________
Public Hearing: ________________________
GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the ___ day of __________, 2018 (the "Effective Date"), by and between Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina (the "Landlord") and DUKE ENERGY CAROLINAS, LLC, a North Carolina limited liability company (the "Tenant").

Landlord and Tenant covenant and agree as follows:

1. Premises and Intended Use. In consideration of the rents, terms, covenants, and agreements set forth in this Lease to be paid, kept, and performed, Landlord leases to Tenant and Tenant leases from Landlord approximately ___ acres of land (being Tax Parcel No. 1220001001), located in the City of Anderson, Anderson County, South Carolina, more particularly described and/or depicted on Exhibit A attached hereto and incorporated herein by reference (the "Land"), and all improvements, fixtures, personal property and trade fixtures now or in the future located thereon (but excluding any property required to be removed by Landlord pursuant to Section 7(b) of this Lease), together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon (the Land, together with the above-described property, improvements and appurtenances are hereinafter collectively referred to as the "Premises"), to be occupied and used upon the terms and conditions herein set forth. Tenant's intended use of the Premises is for the development, construction, installation, operation and maintenance of an energy storage system and related improvements for the storage of electric power and related ancillary technologies, including but not limited to, solar photovoltaic power arrays, voltage regulation, and power quality regulation (the "Intended Use"), and including without limitation, (i) electrical and communication lines, transformers, power inverters, equipment, cables, switches and electrical substation(s); (ii) laydown areas, control buildings, and maintenance facilities; and (iii) roads, fences and gates, and other structures and facilities required for ingress and egress for pedestrians, motor vehicles and equipment and for security (collectively the "Energy Storage System").

2. Term of Lease, Commencement Date, and Renewal Terms.

(a) Term of Lease and Commencement Date. The term of this Lease (including any extensions or renewals, the "Term") shall commence on the Commencement Date and shall end at 11:59 P.M. local time on the date that is fifteen (15) years after the Commencement Date (the "Expiration Date"), unless extended or sooner terminated as herein provided. If the Expiration Date is other than the last day of a calendar month, the Term shall be extended automatically until 11:59 P.M. local time on the last day of the calendar month in which the Term otherwise would expire. The "Commencement Date" shall be the Commercial Operation Date. The "Commercial Operation Date" shall be the date that all of the following have occurred: (i) the Energy Storage System has been installed, constructed, tested, commissioned, and is fully capable of being operated for its Intended Use; (ii) the Tenant has received all permits and approvals from governmental authorities having jurisdiction and the applicable electrical transmission provider for the Energy Storage System; and (iii) the Energy Storage System begins delivering electricity to the electrical grid. Once the Commencement Date is ascertained, the parties agree to execute a memorandum or other writing confirming the Commencement Date.

(b) Renewal Terms. Tenant shall have the right to extend the initial Term granted herein for up to three (3) additional terms of five (5) years each (each a "Renewal Term" and collectively, the "Renewal Terms") by providing Landlord with written notice of Tenant's desire to extend the Term for the
applicable Renewal Term prior to the Expiration Date (or prior to the expiration of the preceding Renewal
Term, as applicable); provided, however, that Landlord, in its sole discretion, consents to such extension.

3. **Due Diligence Period; Construction Period; and Landlord’s Rights Before Construction Commencement Date**

   (a) **Due Diligence Period.** Commencing on the Effective Date and continuing for a period of
two (2) years after the Effective Date (the “Initial Due Diligence Period), Tenant shall have the right to
enter the Premises to perform its due diligence, inspection, investigation and pre-construction activities to
determine if the Premises is suitable for leasing by Tenant, the Intended Use, and obtaining permits and
approvals for the Intended Use. Tenant may extend the Initial Due Diligence Period for one (1) additional
year commencing after the expiration date of the Initial Due Diligence Period (the “Extended Due Diligence
Period”), by delivering written notice to Landlord prior to the expiration date of the Initial Due Diligence
Period. (The Initial Due Diligence Period and Extended Due Diligence Period are collectively referred to
herein as the “Due Diligence Period”).

   (b) **Construction Period.** The “Construction Period” shall commence upon the Construction
Commencement Date (as hereinafter defined) and expire upon the Commercial Operation Date (which is
the same date as the Commencement Date of the Term of this Lease). The “Construction Commencement
Date” shall be the earlier of (i) the date Tenant issues written notice to Landlord advising Landlord of
Tenant’s intent to begin construction activities at the Premises, or (ii) the date Tenant commences the
construction or installation of the Energy Storage System at the Premises; provided however, the
Construction Commencement Date shall not be deemed to have occurred by virtue of any testing conducted
by Tenant on the Land, minimal site clearing to support such testing, or by virtue of Tenant installing access
routes or roads on the Land, nor shall it be any later than six (6) months following the conclusion of the
Due Diligence period. Once the Construction Commencement Date is ascertained, the parties agree to
execute a memorandum or other writing confirming the Construction Commencement Date.

   (c) **Landlord’s Rights Prior to Construction Commencement Date.** During the period between
the Effective Date and the Construction Commencement Date, Landlord shall continue to have full use and
control of the Premises, subject to Tenant’s access and inspection rights set forth in Section 3(a) and Section
4 of this Lease. On and after the Construction Commencement Date, Landlord (and any other party
claiming, by, through or under Landlord) shall not have full use and control rights of the Premises.

4. **Lease Contingencies and Tenant’s Due Diligence.**

   (a) **Lease Contingencies.** Tenant’s obligation to perform hereunder shall be subject to the
satisfaction of the following contingencies (collectively the “Contingencies”): (i) Tenant obtaining all
necessary permits and approvals from federal, state and local governmental authorities required by Tenant
for its Intended Use and to construct and operate its Energy Storage System at the Premises with
interconnection to the grid for the sale and delivery of electrical power; (ii) Tenant’s review and approval
of title and survey matters with respect to the Premises, the environmental, geological, geotechnical, and;
(iii) Tenant obtaining all necessary easements for its Intended Use. Landlord, at no cost to Landlord, agrees
to sign any applications or other documents (that require signature by the fee owner of the Premises), and
to take all such other actions, as are reasonably required to allow Tenant to, at Tenant’s expense, obtain any
re-zonings, variances, permits or other approvals required by Tenant for the Intended Use. If Tenant is
unable to satisfy the Contingencies to Tenant’s satisfaction prior to the expiration date of the Due Diligence
Period, Tenant may terminate this Lease by giving written notice to Landlord prior to the expiration date
of the Due Diligence Period. In addition, the Tenant’s right to terminate this Lease pursuant to this Section
4(a) shall expire on the Construction Commencement Date and is further subject to the conditions specified
in Section 9 of this Lease.
Due Diligence, Inspections, Title and Survey. After the Effective Date, Tenant and its employees, agents, contractors, and authorized representations shall be entitled to enter the Premises and conduct, at Tenant’s expense, inspections, investigations, studies, surveys, borings, sampling, and testing of the Premises as Tenant deems necessary or desirable to determine if the Premises is suitable for Tenant’s Intended Use (the “Due Diligence Work”). Within sixty (60) days after the Commencement Date, Tenant shall obtain a survey of the Premises (the “Survey”). The Survey’s legal description shall be deemed to be the legal description of the Land for all purposes under this Lease. After the Commencement Date, Tenant may, at Tenant’s expense, conduct the necessary survey(s) and submit the required filings to the local governmental authority having jurisdiction to subdivide the parcel(s) of Land comprising the Premises so that the Premises are contained within one or more tax parcels separate from other adjacent property owned by the Landlord.

5. Rent. No rent shall be paid by Tenant to Landlord. In lieu of paying rent, Tenant shall install, maintain and operate the Energy Storage System to provide backup power to Landlord’s Anderson Civic Center in the event of a grid outage.

6. Utilities, Maintenance and Repairs. Tenant shall pay for all utilities used at the Premises by Tenant. Tenant, at Tenant’s cost, shall be responsible for the repair and maintenance of the Energy Storage System and Tenant’s improvements on the Premises.

7. Alterations.

(a) Tenant may, at its expense and upon approval of Landlord which shall not be unreasonably withheld, make any alterations, additions, improvements and changes to the Premises as it may deem necessary or desirable in the operation of its business or Energy Storage System, including without limitation any fencing, security devices and or signage desired by Tenant. Any alteration, addition, improvement or change conducted by Tenant shall be done in compliance with applicable laws and requirements of governmental agencies having jurisdiction. Landlord, at no cost to Landlord, agrees to sign any permit applications and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Premises. The Energy Storage System and any and all improvements constructed on the Premises by or for Tenant, and all machinery, fixtures, trade fixtures, equipment, and other personal property installed or placed in the Premises by or for Tenant, shall, regardless of the manner of attachment to the Premises or the improvements thereon, be and at all times remain the property of Tenant, and shall be removable by it at the expiration or earlier termination of this Lease. In the event that Tenant removes any trees, crops or other vegetation from the Premises during the Term, Tenant may sell and/or dispose of the same, and any revenues derived by Tenant from the sale of the same shall belong to Tenant.

(b) Within thirty (30) days after the Tenant notifies Landlord that the Construction Commencement Date has occurred, Landlord shall, at Landlord’s sole cost and expense, remove and dispose of all of the following from the Premises: NONE

8. Use and Occupancy. Tenant shall be entitled to use the Premises for the Intended Use. Tenant agrees that no unlawful use of the Premises will be made. Landlord shall deliver sole and exclusive possession of the Premises to the Tenant on the Construction Commencement Date.

9. Lease Termination and Surrender of Land.

(a) Termination Rights. Tenant shall have the right to terminate this Lease as provided in Paragraph 4 (the “Termination Date”) by providing Landlord with written notice of such termination on or before the date that is thirty (30) days prior to the Termination Date. Upon a termination of this Lease by
Tenant permitted hereunder, this Lease shall terminate and become null and void, and Tenant shall have no further obligations hereunder.

(b) **Surrender of Land.** Upon the expiration or earlier termination of this Lease, Tenant shall (i) return the Land to Landlord in substantially the same condition the same were in as of the Construction Commencement Date, to the extent practicable and reasonable wear and tear excepted; and if applicable, (ii) decommission and remove Tenant's Energy Storage System and all improvements and equipment constructed or installed by Tenant on the Land. Notwithstanding the foregoing, in no event shall Tenant have any obligation to replace any crops or other vegetation damaged or removed by Tenant during the Term.

10. **Insurance.** Tenant may, after the Energy Storage System and its improvements are completed, keep such improvements insured against loss or damage by fire, windstorm, earthquake and similar hazards. Tenant shall keep in force, at its sole cost and expense, comprehensive commercial general liability insurance, with a combined single limit of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate, insuring such party, and the other party hereto as additional insured, against liability arising out of the use, occupancy or ownership of the Premises. Landlord maintains General Tort Liability coverage through the State Fiscal Accountability Authority, Insurance Reserve Fund and will, upon request, provides a certificate of insurance. Any provisions herein to the contrary notwithstanding, Landlord and Tenant mutually agree that, in respect to any loss which is covered by insurance then being carried by them respectively (or which would have been covered had such party maintained the insurance required hereunder), the one carrying such insurance and suffering said loss hereby releases the other of and from all claims with respect to such loss, and waives any rights of subrogation which might accrue to the carrier of such insurance. Notwithstanding the foregoing, Tenant may self-insure (either by use of deductibles or self-insured retention) the coverage required of Tenant hereunder and Tenant may satisfy its insurance obligations hereunder through a “blanket” policy or policies covering other properties or liabilities of Tenant.

11. **Taxes.** Tenant shall be solely responsible for any ad valorem property taxes that are assessed against either the Premises or Tenant's personal property for periods falling within the Term. Landlord and Tenant shall apportion taxes appropriately between the parties for any partial tax years falling within the Term. Tenant shall also be responsible for any deferred property taxes (“Deferred Taxes”) due on the Premises as a result of Tenant's use of the Premises for the Intended Use in accordance with applicable South Carolina laws. However, in the event that Tenant's use of the Premises for the Intended Use triggers the obligation to pay any Deferred Taxes, or any other taxes, assessments, penalties, fees or interest, on any other property owned by Landlord (other than the Premises), Landlord shall be solely responsible for paying the same. In the event that the Premises is a part of a larger tax parcel owned by Landlord, and Deferred Taxes become payable on the entire tax parcel as a result of Tenant's use of the Premises for the Intended Use, the Deferred Taxes shall be prorated among Tenant and Landlord in a pro-rata manner such that Tenant is responsible for such costs as they relate to the Premises and Landlord is responsible for the remainder. During the Term, Tenant, at its cost, shall have the right, at any time, to seek a reduction in the assessed valuation of the Premises or to contest any taxes that are assessed against the Premises (or any portion thereof) or are to be paid by Tenant. If Tenant seeks a reduction or contests any taxes, the failure on Tenant’s part to pay the taxes shall not constitute a default as long as Tenant complies with the provisions of this Section 11.

12. **Fire or Other Casualty.** In the event that the Premises, Energy Storage System, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant’s sole reasonable judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Premises, the Energy Storage System, or other improvements thereon, as the case
may be, Tenant may terminate this Lease by written notice to Landlord. The proceeds of any casualty insurance policy maintained by Tenant shall be payable to Tenant.

13. **Condemnation.**

(a) If the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (a "Total Taking"), then this Lease shall terminate as of the earlier of the date when title thereto vests in the condemnor or the date when possession thereof shall be delivered to the condemnor.

(b) If a portion or portions of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (a "Partial Taking"), then this Lease, only as to the portion or portions so taken, shall terminate as of the date possession thereof shall be delivered to the condemnor, but otherwise this Lease shall remain in full force and effect. If there is any Partial Taking, the Landlord and the Tenant shall both be entitled to participate in the condemnation proceeding to establish the condemnation award to the taking of each parties' interest in the Premises.

(c) If Landlord and Tenant are unable to obtain separate awards with respect to their respective interests in the Premises, then, the single award shall be fairly and equitably apportioned between Landlord and Tenant. The portion of the award to be received by Landlord shall be based upon the taking of or injury to the fee simple estate in the Land, but not the improvements thereon. The portion of the award to be received by Tenant shall be based upon the taking and reduction of Tenant’s leasehold estate created by this Lease, the taking of any improvements constructed or placed by Tenant on the Land, loss or interruption of Tenant’s business and the cost of any restoration or repair necessitated by such taking or condemnation. Notwithstanding the foregoing, however, in the event Tenant has exercised its right to terminate this Lease under this Section 13, then Tenant shall first receive all condemnation proceeds until Tenant has received an amount equal to the appraised value of the improvements made to the Land by Tenant prior to the taking. Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

14. **Default.** If either party fails to comply with any term, covenant or condition of this Lease for a period of thirty (30) days after the defaulting party’s receipt of written notice from the other party of such failure (provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, the defaulting party shall not be in default hereunder if it commences to cure within such thirty (30) day period and prosecutes the cure to completion in good faith and with due diligence), then the defaulting party shall be deemed in default hereunder and the other party may, at its option, may pursue any and all remedies available to such party at law or in equity. If there is a default by a party hereunder, the non-defaulting party will take commercially reasonable measures to mitigate its damages.

15. **Binding Effect; Assignment and Subletting.** This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, with Landlord’s prior consent which shall not be unreasonably withheld, provided that any such assignee shall agree in writing to be bound by all of the terms and conditions of this Lease. Landlord shall promptly notify
Tenant in writing of the identity and address of any purchaser of Landlord’s fee interest in the Premises and Landlord shall cause such purchaser to notify Tenant in writing of the address.

16. **Indemnification.** Except to the extent caused by Landlord, Tenant agrees to indemnify and hold Landlord harmless from any and all damages or claims which Landlord may be compelled to pay on account of injuries to person or damages to property on the Premises where the aforesaid injuries or damages are caused by Tenant (or Tenant’s employees, agents, or contractors) or Tenant’s breach of this Lease.

17. **Quiet Enjoyment.** Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire Term hereof, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

18. **Waiver.** The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

19. **Notices.** All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord: Anderson County
Attn: County Administrator
PO Box 8002
Anderson, SC 29622

To Tenant: Duke Energy Carolinas, LLC
Lease Administration
550 S. Tryon Street, DEC 22A
Charlotte, NC 28202

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

20. **Memorandum of Lease.** Landlord and Tenant agree that this entire Lease shall not be recorded; provided however, promptly after the full execution of this Lease, Landlord and Tenant shall execute and record (at Tenant’s expense) a memorandum of this Lease in the Office of the Register of Deeds in the County in which the Premises is located and which memorandum shall be in form sufficient to publish notice and protect the validity of this Lease and Tenant’s rights hereunder. The lease memorandum shall specify the Commencement Date, the Expiration Date, the Renewal Terms granted herein, and such other provisions of this Lease as the parties mutually agree to incorporate therein.

21. **Governing Law/Dispute Resolution.** This Lease shall be construed and enforced in accordance with the laws of the State of South Carolina without regard to Conflict of laws principles. Any dispute regarding this Lease shall be brought as a non-jury matter in the Court of Common Pleas, Anderson County, South Carolina and the Parties hereby WAIVE THEIR RIGHT TO A JURY TRIAL.
22. **Invalidity of Particular Provisions.** If any term or provision of this Lease shall to any extent be ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

23. **Subordination/Non-Disturbance Agreement.**

   (a) Tenant’s obligation to subordinate its interests or attorn to any mortgagees or beneficiaries of mortgages or deeds of trust, or any other holders of liens on the Premises or any portion thereof (each hereinafter a “Mortgagee”) that may heretofore or hereafter be placed against the Premises by Landlord is conditioned upon the Mortgagee’s written agreement not to disturb Tenant’s possession, quiet enjoyment of the Premises, and rights under this Lease so long as Tenant is not in default under the terms of this Lease (beyond any applicable notice and cure periods). Landlord shall use commercially reasonable efforts to provide to Tenant, on or before the expiration date of the Due Diligence Period and Construction Commencement Date, a subordination, non-disturbance, and attornment agreement from any and all current Mortgagees that is reasonably acceptable to Tenant. With respect to any future Mortgagee of a mortgage or deed of trust, Landlord shall use commercially reasonable efforts to obtain from such future Mortgagee a subordination, non-disturbance, and attornment agreement that is reasonably acceptable to Tenant.

   (b) In the event any proceedings are brought for foreclosure of any mortgage or deed of trust on the Premises, Tenant will attorn to the purchaser at a foreclosure sale on acquiring Landlord’s interest in the Premises and the Lease, and any assignee thereof, and recognize such purchaser or assignee as Landlord under this Lease provided such purchaser or assignee agrees in writing not to disturb Tenant’s possession or rights under this Lease or in the Premises, and to acknowledge all of Tenant’s rights hereunder, so long as Tenant is not in default under the terms of this Lease (beyond any applicable notice and cure periods). Tenant agrees to give any such Mortgagee of whom Tenant has been informed in writing, written notice of any default or failure to perform by Landlord under this Lease. Such Mortgagee shall have the same amount of time afforded to Landlord hereunder to cure any Landlord default; and Tenant shall accept such cure if timely and effectively made by such Mortgagee.

24. **Warranties and Representations.**

   (a) Tenant hereby agrees with, and warrants and represents to Landlord as follows: (i) Tenant is a duly formed and validly existing entity, incorporated or organized under the laws of the State in which it was incorporated or organized; (ii) Tenant has the full legal right, power and authority to execute this Lease and all documents now or hereafter to be executed by it pursuant to this Lease; (iii) this Lease has been duly authorized by all requisite entity action on the part of the Tenant, and is the valid and legally binding obligation of Tenant, enforceable in accordance with its terms; (iv) this Lease will not contravene any provision of Tenant’s organizational documents, any judgment, order, decree, writ or injunction issued against Tenant or any provision of any laws applicable to Tenant; and (v) the consummation of the transaction contemplated hereby will not result in a breach or constitute a default or event of default by Tenant under any agreement to which Tenant or any of its assets are subject or bound and will not result in a violation of any laws applicable to Tenant.

   (b) Landlord hereby agrees with, and warrants and represents to Tenant as follows: (i) Landlord is the owner of the Premises with full right and authority to execute this Lease and to lease the Premises to Tenant in accordance with the terms hereof; (ii) to the best of Landlord’s knowledge, the Premises are free from environmental contamination of any sort, and the Premises complies with any and all applicable laws, rules, and ordinances; (iii) Landlord has not received any notice of condemnation,
zoning change or legal noncompliance relating to the Premises; (iv) Landlord will not institute or consent
to any rezoning of the Premises during the Term, unless specifically requested by Tenant; (v) Landlord
shall not further encumber the title to the Premises after the Effective Date and during the Term; (vi)
Landlord acknowledges that access to sunlight is essential to the value of the rights granted to Tenant under
this Lease, and accordingly, Landlord shall not cause or permit any property owned or controlled by
Landlord in the vicinity of the Premises, or any activities, uses or improvements thereon, to impair Tenant’s
use of the Premises or the Energy Storage System thereon (for example, and without limiting the generality
of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any
other structures to be placed or constructed thereon or permit the growth of any foliage that may obstruct
the sunlight that otherwise would reach the Premises, or that may cast shade or shadows upon the Premises
or any portion thereof); (vii) the Premises is free from any recorded or unrecorded use or occupancy
restrictions or declarations of restrictive covenants; (viii) Landlord has not and, to the best of Landlord’s
knowledge, Landlord’s tenants or predecessors in title have not used, manufactured, stored or released
petroleum products or hazardous substances except in accordance with all laws, rules, and regulations
related thereto on, in or under the Premises; (ix) there are no service or maintenance contracts affecting the
Premises for which Tenant may be obligated or liable for; (x) there are no delinquent or outstanding
assessments, liens, taxes, or other impositions levied or assessed against the Premises; (xi) there is no
pending or threatened lawsuit, claim, or legal proceeding against Landlord or the Premises that could affect
the Tenant’s rights under this Lease or the Landlord’s ability to perform Landlord’s obligations hereunder;
(xii) except for this Lease, there are no leases, options to purchase, license agreements or other third party
rights to use or possess the Premises (or any portion thereof), whether written or oral, recorded or
unrecorded; (xiii) Landlord is not in the hands of a receiver nor is an application for such a receiver pending;
(xiv) Landlord has made no assignment for the benefit of creditors, nor filed, or had filed against it, any
petition in bankruptcy; and (xv) within ten (10) days after the Effective Date, Landlord shall provide copies
of the following documents with respect to the Premises in Landlord’s possession or reasonably available
to Landlord: (a) any notices of any statute or code violation; (b) to the extent assignable, copies of all
documents, contracts, reports, communications, or other materials reasonably requested by Tenant, that
relate to the design, development, construction, condition, ownership or operation of the Premises; (c)
surveys of the Land, engineering studies, soil suitability and compaction studies, environmental permits,
local zoning permits, variances, waivers, or similar documents; (d) environmental reports and audits
(including, but not limited to, all “Phase I” environmental site assessments and other environmental
assessment and remediation reports, if any, pertaining to the Premises); (e) liens, mortgages, deeds of trust,
leases, easements, restrictions, covenants, and agreements applicable to the Premises; and (f) title
commitments, title policies, title opinions, and other title or survey information relating to the Premises.
Landlord shall have a continuing obligation to provide to Tenant the documents, if any, referenced in
subparts (a) through (f) above, which may come into Landlord’s possession, or become available to
Landlord, during the Due Diligence Period.

(c) Tenant shall retain title to and be the legal and beneficial owner of the Energy Storage
System at all times. Landlord shall provide timely notice of Tenant’s title and sole ownership of the Energy
Storage System to all persons that have, or may come to have, an interest in or lien upon the real property
comprising the Premises. Tenant shall be the exclusive owner of the electricity stored by the Energy Storage
System and the Environmental Attributes (as hereinafter defined) and Environmental Incentives (as
hereinafter defined) thereof. “Environmental Attributes” means the characteristics of electric power
generation at the Energy Storage System that have intrinsic value, separate and apart from the generated
energy, arising from the perceived environmental benefits of the Energy Storage System or energy
generated at the Energy Storage System, including but not limited to all environmental and other attributes
that differentiate the Energy Storage System or energy generated at the Energy Storage System from energy
generated by fossil-fuel based generation units, fuels or resources, characteristics of the Energy Storage
System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence
of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the Energy Storage System or the compliance of the Energy Storage System or energy generated at the Energy Storage System with the law, rules and standards of the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC or any successor laws, rules or standards or crediting "early action" with a view thereto, or laws or regulations involving or administered by the Environmental Protection Agency or successor administration or any state or federal entity having jurisdiction over a program involving transferability of rights arising from Environmental Attributes. Without limiting the foregoing, “Environmental Attributes” includes green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives under any demand-side management or energy efficiency programs offered by a utility company, a third-party provider, or other incentive programs offered by the state and the right to claim federal income tax credits, if applicable. “Environmental Incentives” means all rights, credits (including tax credits), rebates, benefits, reductions, offsets, and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like, arising from the Environmental Attributes of the Energy Storage System or the energy generated at the Energy Storage System or otherwise from the development or installation of the Energy Storage System or the production, sale, purchase, consumption or use of the energy generated at the Energy Storage System.

25. **Brokerage Commission.** Neither Landlord nor Tenant knows of any real estate brokers or agents who are or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, fees for legal counsel and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

26. **Easements.** Landlord agrees to reasonably cooperate with Tenant in granting easements and rights of way on adjacent property owned by Landlord necessary to serve the Premises for the Tenant's Intended Use. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Tenant is hereby authorized to grant such easements across, under and over the Premises as are necessary for rights of way, ingress and egress, and for the installation, construction, operation, maintenance, repair and replacement of utility lines and related facilities serving the Premises, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises.

27. **Access.** Tenant, and Tenant's employees, agents, contractors, guests, subtenants and designees shall have access to the Premises at all times after the Effective Date and during the Term. On and after the Construction Commencement Date, neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises.

28. **Confidentiality.** Landlord acknowledges that Landlord may become privy to confidential information of Tenant, in addition to information regarding the terms of this Lease. Landlord therefore agrees to take all steps to ensure that any information with regard to Tenant, Tenant’s Intended Use of the Premises (and improvements thereon) and/or this Lease, shall remain confidential and shall not be disclosed or revealed to outside sources by Landlord or by its employees, officers, agents, counsel, accountants or representatives, except as otherwise required by law, including without limitation the South Carolina Freedom of Information Act, or court order. The terms of this Section 28 shall survive the expiration or any sooner termination of this Lease.
29. **Estoppel.** Within fifteen (15) business days after written request therefor by Tenant, Landlord shall deliver a certificate to Tenant, Tenant’s lender (if applicable) and/or any proposed assignee of Tenant, in a commercially reasonable form, setting forth the terms of this Lease, the absence of default hereunder, and such other reasonable terms as may be requested by Tenant or by such lender or assignee. If the Landlord fails to respond within such fifteen (15) business day period, then, in addition to such failure constituting an event of default, all matters set forth in the estoppel certificate shall be deemed to be true, accurate and complete.

30. **Leasehold Mortgages.** Tenant and every successor and assign of Tenant is hereby given the right by Landlord, without Landlord’s consent, to mortgage its interest in this Lease and assign its interest in this Lease as collateral security for such mortgage. If Tenant and/or Tenant’s successors and assigns shall mortgage all or part of its interest in this Lease and if Tenant or the holder of such mortgage shall send to Landlord a true copy thereof together with written notice specifying the name and address of the mortgagee and the pertinent recording data with respect to such mortgage, Landlord agrees that so long as the leasehold mortgage remains unsatisfied of record or until written notice of satisfaction is given by the holder to Landlord, the following provisions shall apply:

   (a) Landlord shall, upon serving Tenant with any notice of default, simultaneously serve a copy of such notice upon the holder of the leasehold mortgage. The leasehold mortgagee shall have the same period, after service of such notice upon it, to remedy or cause to be remedied the defaults complained of, and Landlord shall accept such leasehold mortgagee’s acts if they had been performed by Tenant.

   (b) Landlord agrees that in the event of termination of this Lease by reason of any default by Tenant, that Landlord will enter into a new lease for the Premises with the leasehold mortgagee or its nominee for the remainder of the Term effective as of the date of such termination, at the rent and other charges, and upon the terms, provisions, covenants and agreement contained in this Lease, provided:

      (i) the mortgagee or its nominee shall pay to Landlord, at the time of execution and delivery of the new lease, any and all sums which would then be due pursuant to this Lease but for such termination; and

      (ii) the mortgagee or its nominee shall perform and observe all covenants in this Lease to be performed by Tenant and shall further remedy any other conditions which Tenant was obligated to perform under the terms of this Lease.

   (c) Landlord shall, upon request, execute, acknowledge and deliver to each leasehold mortgagee an agreement prepared at the sole cost and expense of Tenant, in form satisfactory to the leasehold mortgagee and to Landlord, between Landlord, Tenant and the leasehold mortgagee confirming the provisions of this Section 30.

The term “mortgage,” as used in this Section 30, shall include mortgages, deeds of trust and/or whatever security instruments are used in the State in which the Premises are located from time to time, as well as financing statements, security agreements and other documentation required pursuant to the Uniform Commercial Code.

31. **Bankruptcy.** In the event (i) the Premises or any rights therein shall be levied on by execution or other process of law by a creditor of either party, (ii) if either party shall be adjudged bankrupt or insolvent, (iii) if any party has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) days after the filing thereof, (iv) if any receiver shall be appointed for the business and property of either party, or (v) if any assignment shall be made of either party’s property for the benefit of
creditors, thereby diminishing any right or privilege granted by this Lease to the other party, then the other party may terminate this Lease forthwith and otherwise exercise any other remedy it may have at law or equity or under this Lease.

32. **Nature and Extent of Agreement/Amendments.** This Lease contains the complete agreement of the parties regarding the terms and conditions of the lease of the Premises, and there are no oral or written conditions, terms, understandings or other agreements pertaining thereto which have not been incorporated herein. This Lease creates only the relationship of landlord and tenant between the parties as to the Premises; and nothing in this Lease shall in any way be construed to impose upon either party any obligations or restrictions not expressly set forth in this Lease. No amendment or modification of this Lease shall be binding unless in writing and duly executed by both parties.

33. **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original once executed and delivered.

[REMAINDER OF PAGE BLANK. SIGNATURE PAGES FOLLOW.]
IN WITNESS WHEREOF, the parties hereto have duly executed this Lease by authority duly given, as of the day and year first above written.

LANDLORD:

By: ____________________________
Name: __________________________

STATE OF SOUTH CAROLINA
COUNTY OF _______________

I, ____________________________, a Notary Public for ______________ County, South Carolina, certify that ____________________________, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal this ______ day of __________, 20____.

________________________________________
Notary Public
Printed/Typed Name: _______________________

My Commission Expires: ____________________

[AFFIX NOTARIAL STAMP OR SEAL]
IN WITNESS WHEREOF, the parties hereto have duly executed this Lease by authority duly given, as of the day and year first above written.

TENANT:

DUKE ENERGY CAROLINAS, LLC

By: 

Name: 

Title: 

STATE OF NORTH CAROLINA

COUNTY OF ________________

I, ________________________, a Notary Public for ________________ County, North Carolina, certify that ________________________, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that he/she is ________________________, of DUKE ENERGY CAROLINAS, LLC, a North Carolina limited liability company, and that he/she, as ________________________, being authorized to do so, voluntarily executed the foregoing instrument on behalf of the limited liability company in the capacity indicated.

WITNESS my hand and official stamp or seal this _____ day of __________, 20__.

______________________________
Notary Public
Printed/Typed Name: ________________________

My Commission Expires: ________________________

[AFFIX NOTARIAL STAMP OR SEAL]
PLANT INFORMATION

APPROXIMATE ADDRESS: 3027 MARTIN LUTHER KING JR BLVD ANDERSON SC 29625

SITE COORDINATES (LAT, LONG): 34.538749, -82.679978

INTERCONNECTION CAPACITY: TBD

INVERTER: PARKER 890GT-x-xxx

INVERTER CAPACITY: 2500 KVA

INVERTER COUNT: 3

AC CAPACITY: 7,500 KVA

ENERGY CAPACITY: 5,000 KWH

NOTES:
- ALL LOCATIONS ARE APPROXIMATE
ORDINANCE NO. 2018-041

AN ORDINANCE APPROVING THE SALE OF APPROXIMATELY 4.04 ACRES OF PROPERTY OWNED BY ANDERSON COUNTY, SOUTH CAROLINA AND LOCATED NEAR THE SOUTHWEST CORNER OF ORANGE WAY AND MARTIN ROAD TO ONE WORLD TECHNOLOGIES, INC.; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina (the "County") acting by and through its County Council (the "County Council") is authorized under Title 4 of the Code of Laws of South Carolina, as amended, to lease, sell or otherwise dispose of real and personal property;

WHEREAS, the County owns approximately 4.04 acres of real property located on the southwest corner of Orange Way and Martin Road (the "Property");

WHEREAS, the County Council desires to sell the Property to One World Technologies, Inc. (the "Company"); and

WHEREAS, representatives for the County and the Company have negotiated that certain Land Conveyance Agreement attached hereto as Exhibit A (the "Agreement") for the sale of the Property.

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

1. The County Council hereby approves the sale of real property as negotiated in the Land Conveyance Agreement between the County and the Company, a copy of which is attached hereto as Exhibit A. The Chairman of County Council and the County Administrator are hereby authorized, empowered, and directed to execute, acknowledge, and deliver all documents in the name and on behalf of the County to carry out the transaction contemplated by this Ordinance, including, without limitation, deeds, affidavits, settlement statements, and other such documents necessary and appropriate to the sale of the property.

2. The County Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver all documents in the name and on behalf of the County to carry out the transactions contemplated by this Ordinance, including, without limitation, the Ground Lease Agreement, Memorandum of Lease and such other documents necessary and appropriate to the sale of the Property.

3. 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.

4. 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.
5. 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 ______ day of ________, 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: _____________________
Second Reading: _____________________
Third Reading: _____________________
Public Hearing: _____________________
EXHIBIT A

Land Conveyance Agreement

[To Be Added]
ORDINANCE NO. 2018-042

A MASTER BOND ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF SPECIAL SOURCE REVENUE BONDS OF ANDERSON COUNTY, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO.

Master Bond Ordinance

Enacted __________, 2018
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NOW THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ANDERSON COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED, THAT:

ARTICLE I

FINDINGS AND DETERMINATIONS

Section 1.01 Findings and Determinations

Incident to the enactment of this bond ordinance (this “Bond Ordinance”), the County Council of Anderson County (the “County Council”), the governing body of Anderson County, South Carolina (the “County”), finds that the facts set forth in this Article exist, and the statements herein are in all respects true and correct:

1. The County is a political subdivision and a body politic and corporate of the State of South Carolina (the “State”), and as such possesses all general powers granted by the Constitution and laws of the State to counties.

2. Article X, Section 14(10) of the Constitution of the State of South Carolina, 1895, as amended, provides that “[i]ndebtedness payable solely from a revenue-producing project or from a special source, which source does not involve revenues from any tax or license, may be issued upon such terms and conditions as the General Assembly may prescribe by general law.” S.C. Const. art. X, § 14(10).

3. Article VIII, Section 13 of the Constitution of the State of South Carolina, 1895, as amended (the “State Constitution”), provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties. The area comprising the parks and all property having a situs therein is exempt from all ad valorem taxation. The owners or lessees of any property situated in the park shall pay an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for the exemption herein provided.” Article VIII, Section 13 of the State Constitution further provides that “[t]he participating counties shall reduce the agreement to develop and share expenses and revenues of the park to a written instrument which is binding on all participating counties.

S.C. Const. art. VIII, § 13(D).

4. Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (together with Article VIII, Section 13(D), the “Park Act”), provides that counties may enter into the written agreement contemplated at Article VIII, Section 13 of the State Constitution and requires such written agreement to “(1) address sharing expenses of the park, (2) specify by percentage the revenue to be allocated to each county; [and] (3) specify the manner in which
revenue must be distributed to each of the taxing entities within each of the participating counties.” S.C. Code Ann. § 4-1-170(A).

5. Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended (such Section 4-1-175 together with Section 4-29-68, the “Enabling Act”) provides that “[a] county or municipality receiving revenues from a payment in lieu of taxes pursuant to Section 13 of Article VIII of the Constitution of this State may issue special source revenue bonds secured by and payable from all or a part of that portion of the revenues which the county is entitled to retain pursuant to the agreement required by Section 4-1-170 in the manner and for the purposes set forth in Section 4-29-68.” S.C. Code Ann. § 4-1-175.

6. Section 4-29-68 of the South Carolina Code provides for the issuance of revenue bonds to “enhance the economic development of” a county and which are “payable solely from all or a specifically described part of the payments in lieu of taxes received and retained by the issuer under . . . Section 13 of Article VIII of the Constitution of this State.” S.C. Code Ann. § 4-29-68.

7. The County, pursuant to the Park Act, has entered into, and anticipates entering into future agreements, with other South Carolina counties from time to time to jointly develop an industrial and business parks as provided by the Park Act (the “Park Agreements”), and has created several multi-county industrial and business parks (each a “Park” and collectively, the “Parks,” as such terms are more particularly defined herein). Each Park Agreement specifies, or will specify as required by the Park Act, the percentage of payments in lieu of taxes derived from such Park the County receives or will receive (the “Park Fees”).

8. There are presently outstanding and payable from and secured by a pledge of a portion of the Park Fees (a) the $5,800,000 original principal amount Special Source Revenue Bond, Series 2006, currently outstanding in the principal amount of $1,350,000; (b) the $2,700,000 original principal amount Special Source Revenue Bond, Series 2007, currently outstanding in the principal amount of $850,000; (c) the $1,570,000 original principal amount Special Source Revenue Bond, Series 2008A, currently outstanding in the principal amount of $1,010,000; and (d) the $3,545,000 original principal amount Special Source Revenue Bond, Series 2014A, currently outstanding in the principal amount of $730,000 (collectively, the “Prior Bonds”), which Prior Bonds were authorized by and issued pursuant to the authorizations of General Bond Ordinance No. 2004-041 enacted by the County Council on November 4, 2004, and various ordinances supplemental thereto (collectively, the “Prior Bond Ordinances”).

9. The County is now minded to make provision for (i) the refunding and defeasance under the Prior Bond Ordinances of the Prior Bonds, and (ii) for the financing of projects that may be financed with revenue bonds under the Enabling Act pursuant to the authorizations provided in the Enabling Act by providing for the issuance of special source revenue bonds from time to time and to secure the same with a portion of the Park Fees as more particularly set forth in this Bond Ordinance.

10. Upon the enactment hereof, the provisions of this Bond Ordinance shall be in full force and effect.

[End of Article I]
ARTICLE II
DEFINITIONS, CONSTRUCTION AND INTERPRETATIONS

Section 2.01 Definition of Ordinance

This ordinance may be hereafter cited and is hereinafter sometimes referred to as the Bond Ordinance; such term shall include all ordinances supplemental to, or amendatory of, this Bond Ordinance.

Section 2.02 Defined Terms

In this Bond Ordinance, terms defined in Article I shall have the meaning assigned therein, and unless a different meaning clearly appears from the context, the following terms shall have the meanings assigned below:

"Accreted Value" shall mean the amounts set forth in or the amounts determined in the manner set forth in, a Series Ordinance, authorizing the issuance of Bonds in the form of Capital Appreciation Bonds.

"Accounting Principles" shall mean generally accepted accounting principles and practices applicable to governmental entities.

"Annual Budget" shall mean, for a Fiscal Year, the budget or amended budget of the County in effect as provided in or adopted for such Fiscal Year.

"Annual Principal and Interest Requirement" shall mean, with respect to any particular Fiscal Year and to a Series of Bonds Outstanding, an amount (other than amounts paid from proceeds of Bonds) equal to the sum of (1) all interest payable on such Series of Bonds during such Fiscal Year, plus (2) any Principal Installment of such Series of Bonds during such Fiscal Year, minus (3) any Interest Payment Subsidies received by or on deposit with the County for such Series of Bonds during such Fiscal Year and used to pay debt service on such Series of Bonds during such Fiscal Year.

For purposes of computing the Annual Principal and Interest Requirement:

(a) the rate of interest used to determine the Annual Principal and Interest Requirement shall be a rate per annum equal to (i) with respect to any Series of Bonds which bear interest at a fixed rate, the rate of interest borne or to be borne by such Bonds, and (ii) with respect to any Series of Variable Rate Bonds, the actual rate of interest on the date of calculation; provided however, if the Variable Rate Bonds have been Outstanding for at least 12 months, the average rate over the 12 months immediately preceding the date of calculation.

(b) the Principal Installments for each Series of Bonds used to determine the Annual Principal and Interest Requirement will be the actual planned Principal Installments, except as for any Series of Bonds in which 25% or more of the Principal Installments are payable in a
single Fiscal Year, the Principal Installment in such year will be assumed to be the result derived by dividing (A) the aggregate outstanding principal due on such Series of Bonds by (B) the number of full years in the remaining term of such Series of Bonds, but if the date of calculation is within 12 months of the final maturity date of such Series of Bonds and a binding commitment by an institutional lender or municipal underwriting firm exists to provide money to refinance the outstanding aggregate principal amount of such Series of Bonds then Outstanding, the payment terms contained in the commitment are to be used for purposes of calculating the Principal Installments for such Series of Bonds.

(c) the amounts available in a Debt Service Reserve Fund established for a Series of Bonds may be applied against the interest payable on and the Principal Installments due on such Series of Bonds in the last Fiscal Year that such Series of Bonds is Outstanding.

"Auditor" shall mean an independent firm of certified public accountants of suitable standing selected by the County, which may also be the certified public accountants which audit the books, records, and accounts of the County.

"Authorized Investments" shall mean, within the limitations set forth herein, any investments now or hereafter permitted under Section 6-5-10 of the South Carolina Code, or any successor or similar statute, and shall also include the South Carolina Investment Fund established at Sections 6-6-10 to 6-6-40 of the South Carolina Code or any successor or similar statute and as the same may be further limited pursuant to the provisions of a Series Ordinance.

"Authorized Officer" means the Chairman, County Administrator, the Chief Financial Officer, acting jointly or severally, or any other official authorized by the County Council by to act on behalf of the County.

"Bond Counsel" shall mean an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal, state and public agency financing, selected by the County.

"Bond Fund" shall mean the fund of that name established pursuant to Section 6.02 hereof, and shall include the accounts and subaccounts therein.

"Bond Ordinance" shall mean this Master Bond Ordinance.

"Bond Payment Date" shall mean each Interest Payment Date and Principal Payment Date.

"Bond Year" shall mean each period commencing on October 2 in a year and ending on October 1 in the subsequent year.

"Bondholder" or "Holder," or any similar term, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond.
“Bonds” shall mean any indebtedness or obligations of the County including those in the form of contractual obligations, which are secured by pledges of the Pledged Revenues, other than Junior Lien Bonds, issued in accordance with the provisions of this Bond Ordinance and a Series Ordinance. Bonds may also take the form of a pledge of the Pledged Revenues providing additional security for other indebtedness of the County.

“Business Day” shall mean, except as set forth in a Series Ordinance with respect to the Series of Bonds issued thereunder, any day other than a Saturday, a Sunday, a day on which banking institutions in the State or in the State of New York are required or authorized by law (including executive orders) to close or a day on which the United States federal reserve payment system is not operational.

“Capital Appreciation Bonds” shall mean Bonds that bear interest payable only at maturity or payable prior to maturity only on the redemption dates set forth in, and in the amounts determined by reference to the Accreted Value established in accordance with the provisions of the Series Ordinance authorizing the issuance of such Capital Appreciation Bonds.

“Chief Financial Officer” shall mean the County employee responsible for administering the finances of the County as the person responsible for supervising and maintaining records and accounts relating to the Park Fees and Pledged Revenues.

“Clerk” shall mean the Clerk to County Council. The term shall include the acting Clerk or such other person designated by County Council to fulfill such role whenever, by reason of absence, illness or other reason, the person who is the Clerk is unable to act.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the Treasury Regulations issued thereunder, in each case, as from time to time in force.

“County” means Anderson County, South Carolina.

“County Administrator” shall mean the County Administrator of the Anderson County, South Carolina. The term shall include the acting County Administrator or such other person designated by County Council to fulfill such role whenever, by reason of absence, illness or other reason, the person who is the County Administrator is unable to act.

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

“Date of Issue” shall mean that date established in any Series Ordinance from which interest shall accrue on the Bonds of the applicable Series.

“Debt Service” shall mean, with respect to each Series of Bonds and with respect to any particular Fiscal Year, the aggregate of the amounts to be paid or set aside (or estimated to be required to be paid or set aside) in the Bond Fund in such Fiscal Year for the payment of the principal of, redemption premium, if any, and interest (to the extent not paid or expected to be paid from proceeds of such Bonds or earnings thereon) on such Series of Bonds, provided that
for any prospective calculation the interest on Variable Rate Indebtedness then Outstanding shall be calculated at the actual average rate of interest on the Variable Rate Indebtedness during the 12 months immediately preceding the date of calculation.

“Debt Service Reserve Fund” shall mean each of the funds, if any, so designated and designed (i) to secure the timely payment of the principal of and interest on the respective Series of Bonds Outstanding and issued pursuant to this Bond Ordinance and the applicable Series Ordinance, and (ii) to provide for the redemption of such Series of Bonds Outstanding prior to their stated maturity, as established by the provisions of Section 7.03 hereof.

“Defeasance Obligations,” unless otherwise provided in a Series Ordinance for a particular Series of Bonds, shall mean non-callable: (i) Government Obligations; (ii) evidences of ownership of a proportionate interest in specified Government Obligations, which Government Obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian; (iii) non-callable, U.S. Treasury Securities – State and Local Government Series Securities; and (iv) AAA-rated general obligation bonds, issued by at least one nationally recognized credit rating organization, of the State, its institutions, agencies, school districts and political subdivisions.

“Enabling Act” shall mean Sections 4-1-175 and 4-29-68 of the South Carolina Code, and all other statutory authorizations authorizing and enabling the County to enact this Bond Ordinance and issue Bonds hereunder, as from time to time amended.

“Events of Default” shall mean those events specified as such in Article X of this Bond Ordinance.

“Fee Account” shall mean the account of that name within the Revenue Fund established pursuant to Section 6.01 hereof.

“Fiduciary” or “Fiduciaries” shall mean the Trustee, the Paying Agent, the Registrar and any other agent of the County appointed pursuant to the authorizations of this Bond Ordinance or any Series Ordinance or any or all of them, as may be appropriate.

“Fiscal Year” shall mean fiscal year of the County, currently the period of 12 calendar months, beginning on July 1 of each year, and ending on June 30 of the following year.

“Government Obligations” shall mean: (i) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America are pledged; (ii) obligations, the payment of the principal (if any), or the interest (if any) on which is fully guaranteed as a full faith and credit obligation of the United States of America; and (iii) obligations issued by the Federal Home Loan Bank and/or the Federal National Mortgage Association as permitted by Section 6-5-10(a)(2) of the South Carolina Code, as amended.

“Insurer,” with respect to any Series of Bonds, shall mean an insurance company that has written a Municipal Bond Insurance Policy covering such Series of Bonds.
“Interest Account” shall mean each account of that name within the Bond Fund established with respect to the Bonds or any Series of Additional Bonds established pursuant to Section 6.02 hereof, and shall include the sub-accounts therein.

“Interest Payment Date” shall mean, for a particular Series of Bonds, each April 1 and October 1 on which interest shall be due, or such other date as may be established in accordance with the Series Ordinance authorizing such Bonds.

“Interest Payment Subsidies” shall mean the refundable tax credit subsidies payable to the County from the federal government under any section of the Code that authorizes such tax credits or sums borrowed in a Series of Bonds for the purpose of paying all or a portion of the interest due on a Series of Bonds on specific Bond Payment Dates, as applicable.

“Junior Lien Bonds” shall mean any indebtedness or obligations issued by the County including those in the form of contractual obligations which are secured by pledges of the Pledged Revenues, junior and subordinate in all respects to the pledges made to secure Bonds. Junior Lien Bonds may also take the form of a pledge of the Pledged Revenues providing additional security for other indebtedness of the County.

“Moody’s” shall mean Moody’s Investors Service, Inc., or its successors.

“Municipal Bond Insurance Policy” shall mean any municipal bond insurance policy insuring the payment, when due, of the principal of and interest on a Series of Bonds.

“Other Available Moneys Account” shall mean the account of that name established within the Revenue Fund pursuant to Section 6.01 hereof.

“Other Obligations” shall mean Special Source Revenue Credits.

“Outstanding,” when used with reference to any Bonds, subject to Section 14.01 hereof, and except as may be modified for any Series of Bonds pursuant to the provisions of a Series Ordinance, shall mean, as of any date, all such Bonds theretofore or then being authenticated and delivered except:

(a) Bonds cancelled at or prior to such date;

(b) Bonds in lieu of or in substitution for which other Bonds shall have been executed and delivered;

(c) Bonds deemed to have been paid as provided in Article XIII hereof; and

(d) for purposes of any consent or other action to be taken by the Holders of a specified percentage of Bonds, Bonds, as to which a Responsible Officer of the Trustee has actual knowledge, held by, or for the account of, the County, or by any person controlling, controlled by, or under common control with the County (unless all Bonds are so held).
“Park” shall mean any multi-county business park created pursuant to a Park Agreement.

“Park Act” shall mean Section 4-1-170 of the South Carolina Code and Article VIII, Section 13(D) of the Constitution of the State of South Carolina, 1895, as amended.

“Park Agreement” shall mean any current or future agreement for the development of a joint industrial or business park between the County and a partner county, as the same may be amended from time to time, entered into in accordance with and pursuant to the authorization granted in the Park Act.

“Park Fees” shall mean those fees the County is entitled to receive pursuant to the terms of a Park Agreement. Park Fees are net of any payments due in a Fiscal Year as a result of Other Obligations.

“Paying Agent” shall mean for each Series of Bonds the respective Paying Agent or Paying Agents, which may be the County, appointed pursuant to the proceedings authorizing such Bonds.

“Pledged Revenues” shall have the meaning given such term in Section 7.01 hereof.

“Principal Account” shall mean each account of that name within the Bond Fund established with respect to the Bonds or any Series of Additional Bonds established pursuant to Section 6.02 hereof, and shall include the sub-accounts therein.

“Principal Installment” shall mean, as of any date of calculation, (i) the aggregate principal amount of Outstanding Bonds due on a Bond Payment Date, reduced by the aggregate principal amount of such Bonds which would be retired by reason of the payment when due of, and application in accordance with, any mandatory sinking fund payment payable before such future date, plus (ii) any mandatory sinking fund payment due on such certain future date, together with the aggregate amount of the premiums, if any, applicable to such mandatory sinking fund payments, plus (iii) with respect to any Capital Appreciation Bonds required to be paid on such certain date, the Accreted Value as of such certain date of such Capital Appreciation Bonds; and in this latter respect, any reference to “principal” of Bonds in this Bond Ordinance shall mean, with respect to Capital Appreciation Bonds, the Accreted Value of such Capital Appreciation Bonds as of the date of calculation.

“Principal Payment Date” shall mean, for a particular Series of Bonds, each October 1 on which a Principal Installment shall be due, or such other date as may be established in accordance with the Series Ordinance authorizing such Bonds.

“Prior Bond Ordinances” shall mean, collectively, General Bond Ordinance No. 2004-041 enacted by the County Council on November 4, 2004, and various ordinances supplemental thereto.

“Prior Bonds” shall mean (a) the $5,800,000 original principal amount Special Source Revenue Bond, Series 2006, currently outstanding in the principal amount of $1,350,000; (b) the
$2,700,000 original principal amount Special Source Revenue Bond, Series 2007, currently outstanding in the principal amount of $910,000; (c) the $1,570,000 original principal amount Special Source Revenue Bond, Series 2008A, currently outstanding in the principal amount of $950,000; and (d) the $3,545,000 original principal amount Special Source Revenue Bond, Series 2014A, currently outstanding in the principal amount of $730,000.

“Project” shall mean any project authorized to be financed with the proceeds of special source revenue bonds by the Enabling Act and identified to be financed with Bonds pursuant to a Series Ordinance.

“Rating Agencies” shall mean any rating agency then rating the Bonds.

“Record Date” shall mean the fifteenth (15th) day of the month immediately preceding each Bond Payment Date (or such other time or times as shall be prescribed by any applicable Series Ordinance).

“Redemption Price” shall mean, with respect to Bonds of any Series or a portion thereof, the principal amount of such Bonds or portion thereof plus the applicable premium, if any, payable upon redemption thereof in the manner contemplated in accordance with its terms, this Bond Ordinance and the applicable Series Ordinance.

“Registrar” shall mean for each Series of Bonds the respective bank, trust company, depository or transfer agent, which may be the County, appointed as registrar pursuant to the proceedings authorizing such Bonds.

“Reserve Requirement” shall mean, with respect to a Series of Bonds, as of any date of calculation, the debt service reserve requirement, if any, established by or in the manner provided in the Series Ordinance authorizing the Series of Bonds.

“Responsible Officer” means, when used with respect to the Trustee, the Paying Agent or the Registrar, any duly authorized vice president, assistant vice president, senior associate, associate or other officer thereof.

“Revenue Fund” shall mean the fund of that name established pursuant to Section 6.01 hereof, and shall include the accounts therein.

“Securities Depository” shall mean The Depository Trust Company, New York, New York, or any other recognized securities depository selected by the County, which securities depository maintains a book-entry system in respect of the Bonds of any Series, and shall include any substitute for or successor to the securities depository initially acting as Securities Depository.

“Securities Depository Nominee” shall mean, as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration books maintained by any Registrar, the Bond certificates to be
delivered to and immobilized at such Securities Depository during the continuation with such Securities Depository of participation in its book-entry system.

"Serial Bonds" shall mean the Bonds of any Series which are stated to mature in installments and for which there are no mandatory sinking fund provisions.

"Series" shall mean all of the Bonds authenticated and delivered on original issuance in a simultaneous transaction and designated as a single Series by the authorizing Series Ordinance, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for (but not to refund) such Bonds as herein provided, regardless of variations in maturity, interest rate or other provisions.

"Series Ordinance" shall mean an ordinance of County Council authorizing the issuance of a Series or multiple Series of Bonds pursuant to this Bond Ordinance in accordance with the terms and provisions hereof, adopted by County Council in accordance with Article III hereof.

"Special Source Revenue Credit" shall mean any credit heretofore or hereafter granted by the County against any Park Fee in accordance with the South Carolina Code to any entity having property in any Park.

"South Carolina Code" shall mean the Code of Laws of South Carolina 1976, as from time to time amended.

"State" shall mean the State of South Carolina.

"Standard and Poor's" shall mean Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, or its successors.

"Term Bonds" shall mean the Bonds of any Series which are stated to mature in a single year and which are subject to mandatory sinking fund redemption prior to the stated maturity date.

"Trustee" shall mean the entity serving as Trustee pursuant to this Bond Ordinance, and any successor to its functions, as designated from time to time by an Authorized Officer.

"Variable Rate Bonds" shall mean, for any period of time, any Bonds which during such period bear interest at a variable rate; provided that Bonds, the interest rate on which has been fixed for the remainder of the term thereof, shall no longer be Variable Rate Bonds.

Section 2.03 Interpretations

In this Bond Ordinance, unless the context otherwise requires:

(A) Articles, Sections and paragraphs referred to by number shall mean the corresponding Articles, Sections and paragraphs of this Bond Ordinance.
(B) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, or other legal entities, including public bodies, as well as natural persons.

(C) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this Bond Ordinance refer to this Bond Ordinance or Sections or paragraphs of this Bond Ordinance and the term “hereafter” shall mean any date after the date of enactment of this Bond Ordinance.

(D) References to the payment of principal of Bonds shall be deemed to include payment of principal both at maturity and by mandatory redemption pursuant to any sinking fund payment obligations.

(E) Any Fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Bond Ordinance, even though such Authorized Investment is evidenced only by a book entry or similar record of investment.

[End of Article II]
ARTICLE III

THE BONDS

Section 3.01 Authorization for Bonds in Series

(A) From time to time and for the purposes of:

(1) Providing funds for a Project;

(2) Providing funds for the payment of any bond anticipation note or notes that were issued in anticipation of the issuance and sale of Bonds;

(3) Refunding Prior Bonds, Bonds or other obligations;

(4) Providing funds for the payment of interest due on any Bonds;

(5) Funding any Debt Service Reserve Fund or restoring the value of the cash and securities in any Debt Service Reserve Fund to the amount equal to its Reserve Requirement, and reimbursing amounts owed to any providers of a surety bond, line of credit, insurance policy or letter of credit established pursuant to Section 6.03(E) hereof; and

(6) Paying the costs of issuance of Bonds, including any credit enhancement therefor;

but subject to the terms, limitations and conditions herein, the County Council may authorize the issuance of a Series of Bonds by the enactment of a Series Ordinance, and the Bonds of any such Series may be issued and delivered upon compliance with the provisions of this Article. The Bonds of each Series shall be issued in fully registered form, without coupons, and may be issued in the form of book-entry bonds. The Bonds may, in addition to the title Anderson County, South Carolina, Special Source Revenue Bonds, bear a numerical or alphanumeric Series designation as may be necessary to distinguish them from the Bonds of every other Series and shall designate the year in which the Series is issued. Bonds of any Series may be authorized to be issued in the form of Serial Bonds or Term Bonds, with or without mandatory sinking fund payments, or Capital Appreciation Bonds, or a combination of any of them, and may bear interest in whatever manner, payable at whatever frequency as shall be prescribed by the applicable Series Ordinance.

(B) Each Series Ordinance shall include a determination to the effect that the issuance of such Series of Bonds is necessary to provide funds to be used and expended for one or more of the purposes enumerated in paragraph (A) above. In addition, in each Series Ordinance the County Council shall specify and determine:

(1) The Date of Issue of such Series of Bonds or method for determining the same and the officials authorized to make such determination;
(2) The maximum authorized principal amount of such Series of Bonds, and the manner of determining the precise principal amount within such limitation and the officials authorized to make such determination;

(3) Bond Payment Dates and the date or dates of maturity and the amounts thereof, or the manner of determining such dates and amounts and the officials authorized to make such determinations, and further provided that the Series Ordinance shall specify a date beyond which the final maturity of such Series shall not extend, which date shall not be longer than 45 years from the Date of Issue;

(4) The purposes for which such Series of Bonds are being issued;

(5) The title and designation of the Bonds of such Series;

(6) The manner in which Bonds of such Series are to be sold and provisions for the sale thereof and the officials authorized to cause such sale;

(7) The interest rate or rates, or the manner of determining such rate or rates and the officials authorized to make such determination, of the Bonds of such Series, including whether and on what terms there shall be entered by the County an agreement for any form of interest rate swap or similar transaction with respect to such Series;

(8) Whether Bonds of a Series shall be sold as Serial Bonds, Term Bonds, or Capital Appreciation Bonds, or a combination thereof, and the officials authorized to determine the portion of a Series of Bonds to be sold as so authorized;

(9) The Redemption Price or Redemption Prices and the redemption date or redemption dates and other terms of redemption, if any, applicable to any of the Bonds of such Series for such payments, or the manner of determining such dates and prices and the officials authorized to make such determinations;

(10) The Paying Agent and Registrar for such Bonds or the manner of determining such Paying Agent and Registrar; and, if such Bonds are refunding Bonds, any escrow agent therefor;

(11) The form or forms of the Bonds of such Series;

(12) The manner of numbering and lettering, and the denomination or denominations of the Bonds of such Series;

(13) Whether the Bonds of such Series shall be issued in book-entry form pursuant to Section 3.17 hereof;
(14) The Reserve Requirement, if any, for the Series of Bonds authorized thereby, or method for determining the same and the officials authorized to make such determination.

(15) The disposition of the proceeds of the sale of the Bonds of such Series and the manner of their application;

(16) That an Interest Account and a Principal Account (within the Bond Fund) shall be and a Debt Service Reserve Fund may be established for the Series of Bonds, and that a construction fund be established if applicable, and that a capitalized interest account and/or a cost of issuance account be established as a standalone account or within any such construction fund if interest for any period is to be paid from proceeds of such Series of Bonds; and

(17) Any other provisions or funds deemed advisable by the County for the Bonds and any other applicable redemption requirement for the Bonds of such Series and the method of satisfying the same and not in conflict with or in substitution for the provisions of this Bond Ordinance.

Section 3.02 Conditions to Issuance of Bonds of a Series

All Bonds shall be issued in compliance with the following provisions of this Section 3.02:

(1) Bonds shall be stated to mature and/or have mandatory or sinking fund redemptions on such day or days in the years and amounts prescribed or determined in the manner approved by the Series Ordinance.

(2) Bonds shall bear interest at the rate or rates and be payable on the occasions, prescribed or determined in the manner approved by the Series Ordinance.

(3) Bonds shall be issued for a purpose or purposes set forth in Section 3.01(A) herein.

(4) In the case of the first series of Bonds issued under this Bond Ordinance, such amount of the proceeds from the sale of such series of Bonds, together with such other moneys, if any, that the County determines to apply for such purpose shall on their Date of Issue be applied to pay, defease or otherwise discharge the Prior Bonds in accordance with the requirements of the Prior Bond Ordinances.

(5) Unless on the date of delivery of such Series of Bonds there shall be on deposit in each Debt Service Reserve Fund the amount equal to the applicable Reserve Requirement, there shall be deposited in such Debt Service Reserve Funds such amounts as may be necessary to make the value of the moneys and securities in each Debt Service Reserve Fund equal to the applicable Reserve Requirement, unless:
(a) the Series Ordinance and any previous Series Ordinances shall have provided for successive monthly payments beginning in the first month following the date of the issuance of the Bonds of any such Series in substantially equal monthly amounts (the “Monthly Series Payments”) so that by the end of 12 months from the date of issuance of such Series of Bonds there shall be in the applicable Debt Service Reserve Fund an amount equal to the applicable Reserve Requirement with respect to such Bonds; and

(b) there shall be no unremedied defaults of any Monthly Series Payments required to have been made.

(6) Except in the case of the first Series of Bonds issued under this Bond Ordinance or in the event no Bonds are Outstanding:

(a) Pledged Revenues, as calculated by an Authorized Officer, during the most recent Fiscal Year for which audited financial statements of the County are available shall not be less than 120% of the maximum Annual Principal and Interest Requirements on all Bonds Outstanding and on such proposed Series of Bonds; or

(b) The County shall have received a rating letter from Moody’s or Standard and Poor’s showing that such Series of Bonds are rated in the “A” category or higher (without regard to modifiers).

In the event that a Series of Bonds is Outstanding and the County determines to issue a note or other obligation in anticipation of the issuance of a Series of Bonds, for the purposes of complying with the additional bonds test established in Section 3.02(6)(a) above, an Authorized Officer shall project the maturity schedule (including rate, term and principal maturities) of the future Series of Bonds that will be used to pay the note or other obligation at maturity; such future Series of Bonds and the accompanying projections shall qualify as a proposed Series of Bonds for purposes of the additional bonds test in Section 3.02(6)(a) herein. The Authorized Officer making the calculations described in this Section 3.02(6)(a) may, but is not required to, rely on a report or calculation of an Auditor.

(7) Without complying with Section 3.02(6), Bonds may be issued for the purpose of refunding any Bonds provided:

(a) the Annual Principal and Interest Requirement of the refunding Bonds shall not exceed 110% of the Annual Principal and Interest Requirement of the refunded Bonds for any Fiscal Year until a time subsequent to the last maturity of Bonds issued prior to the issuance of such refunding Bonds which will remain Outstanding following the issuance of the refunding Bonds;
(b) the additional bonds test prescribed by paragraph (6)(a) or (b) herein shall be complied with; or

(c) an overall net present value savings (determined using a discount rate equal to the yield of the refunding Bonds) results from the issuance of the refunding Bonds.

(8) If any Series of Bonds shall contain Variable Rate Bonds:

(a) The Series Ordinance shall provide for and specify a maximum interest rate on (i) such Bonds and (ii) any reimbursement obligation to a liquidity provider for such Bonds; and

(b) The liquidity provider for such Bonds shall be rated within the highest two short-term rating categories by any rating agency then rating any Series of Bonds.

(9) All amounts then due under a reimbursement agreement with any provider of a surety bond, line of credit, insurance policy or letter of credit as contemplated under Section 6.03(D) hereof shall have been paid.

Section 3.03 Reliance on Certificates

Each of the County, the Trustee and any purchaser of any Bonds shall be entitled to conclusively rely upon certificates of an Authorized Officer or an Auditor, made in good faith, pursuant to any provision of this Bond Ordinance.

Section 3.04 Execution of Bonds

(A) Unless otherwise prescribed by any Series Ordinance, the Bonds shall be executed in the name of and on behalf of the County by the Chairman of County Council, or in his absence another Authorized Officer, the corporate seal of the County shall be impressed or reproduced thereon and the same shall be attested by the Clerk. Such officers may employ facsimiles of their signatures.

(B) In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office.

Section 3.05 Authentication

Only such Bonds as shall have endorsed thereon a certificate of authentication duly executed by the Registrar shall be entitled to any right or benefit under this Bond Ordinance. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Registrar, and such executed certificate of
the Registrar upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Bond Ordinance. The Registrar’s certificate of authentication on any Bond shall be deemed to have been duly executed if signed by any Responsible Officer of the Registrar.

Section 3.06 Medium of Payment

The Bonds shall be payable with respect to principal, interest, and premium, if any, in lawful money of the United States of America, unless otherwise provided in a Series Ordinance.

Section 3.07 Mutilated, Lost, Stolen or Destroyed Bonds

In the event any Bond is mutilated, lost, stolen or destroyed, the County may execute and the Registrar may authenticate a new Bond of the same Series of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the County and to the Registrar evidence of such loss, theft or destruction satisfactory to the County and the Registrar together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the County shall pay the same. The County and the Registrar may charge the Holder or owner of such Bond with their reasonable fees and expenses (including reasonable attorney’s fees, costs and expenses) in connection with such actions.

Section 3.08 Transfer and Registry; Persons Treated as Owners

(A) As long as any Bonds shall be Outstanding, the County shall cause books for the registration and for the transfer of Bonds to be kept. Such books shall be kept by the Registrar of registration for any particular Series of Bonds. The transfer of each Bond may be registered only upon the registration books of the County kept for that purpose by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof and an assignment with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Upon the registration or transfer of any Bond, the County shall cause to be issued, subject to the provisions of Section 3.11 hereof, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount, maturity and interest rate as the surrendered Bond.

(B) The County, the Trustee, the Paying Agent and the Registrar may deem and treat the person in whose name any Bond shall be registered upon the registration books of the County as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium (if any) and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or, upon his order, shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid; and none of the County, the Trustee, the Paying Agent or the Registrar shall be affected by any notice to the contrary.
Section 3.09 Date and Payment Provisions

Unless otherwise provided in any Series Ordinance with respect to Bonds issued thereunder, each Bond of a Series shall be authenticated on such dates as it shall, in each case, be delivered. Each Bond shall bear interest from the Date of Issue if no interest has yet been paid; otherwise from the last date to which interest has been paid and which date is on or prior to the date of such Bond's authentication.

Holders of at least $1,000,000 principal amount of Bonds may, by written notice containing wiring instructions filed with the Paying Agent at least 20 days prior to any Bond Payment Date, provide for the payment of the interest on such Bonds by wire transfer to an account at a bank located in the continental United States.

Section 3.10 Transferability of Bonds

Bonds of a Series, upon surrender thereof at the office of the Registrar for the Bonds of such Series with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder or his duly authorized attorney, may, at the option of the Holder and upon payment by such Holder of any charges made pursuant to Section 3.11 hereof, be exchanged for an equal aggregate principal amount of Bonds of such Series of like maturity and interest rate of any other authorized denominations; provided that Bonds issued in the form of contractual obligations may be transferred as provided in such contracts.

Section 3.11 Regulations With Respect to Exchanges and Transfer

In all cases in which the privilege of exchanging or transferring Bonds is exercised, the County shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Ordinance. There shall be no charge to the Holder for such exchange or transfer of Bonds except that the Registrar may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer. Neither the County nor the Registrar shall be required to register, transfer or exchange Bonds of a Series during the period between a Record Date and its related Bond Payment Date, or to register, transfer or exchange any Bonds called for redemption after the mailing of any notice of redemption of such Bond.

Section 3.12 Cancellation and Destruction of Mutilated, Paid or Surrendered Bonds

Upon the surrender of mutilated Bonds pursuant to Section 3.07 hereof, the surrender of Bonds for exchange or transfer pursuant to Section 3.11 hereof, or upon the surrender of Bonds for payment at maturity or redemption thereof, the same shall be cancelled and destroyed and shall not be reissued, and a counterpart of the certificate evidencing such destruction shall be furnished by the Registrar to the County. All Bonds so destroyed shall thereafter no longer be considered Outstanding for any purposes of this Bond Ordinance.
Section 3.13 Notice of Redemption

If any of the Bonds, or portions thereof, are called for redemption, the Trustee, shall give notice to the Holders of any Bonds to be redeemed, in the name of the County, of the redemption of such Bonds, or portions thereof. Notice of each redemption of Bonds is required to be mailed by the Trustee by first class mail, postage prepaid, at least 30 but no more than 60 days prior to the redemption date to each Holder of Bonds to be redeemed, at the address of such Holder recorded on the bond register and to be otherwise given in accordance with, among others, the following requirements:

(1) notices must contain, at a minimum, the complete official name of the Bonds, any CUSIP numbers, Bond numbers, principal amount of each Bond to be redeemed (if less than all), publication date, redemption date, redemption price, redemption agent’s name and address and phone number, Trustee’s name and address, date of the Bonds, interest rate, maturity date, the place or places where amounts due will be payable, and any other descriptive information deemed necessary by the Trustee;

(2) notices must be sent to Bondholders of $1,000,000 or more, to the Municipal Securities Rulemaking Board, if necessary (via its Electronic Municipal Market Access (EMMA) system, or its successor, as may be amended or modified), and any Securities Depository (if such Bonds are registered in the name of a Securities Depository or the nominee of such Securities Depository) by such method or such other method as is standard in the industry; in addition, any Bondholder holding in excess of $1,000,000 principal amount of Bonds may request the Trustee to send notices to any additional addressee specified;

(3) a second notice to Holders of the Bonds must be mailed by the means specified above to any Holder of Bonds who has not presented Bonds for redemption 60 days after the redemption date;

(4) notice of redemptions effected by advance refundings must also be given notice in accordance with the above requirements at least 30 days but no more than 60 days prior to the actual redemption date; and

(5) CUSIP number identification, if applicable, with appropriate dollar amounts for each CUSIP number must accompany all redemption payments and interest payments, whether by check or by wire transfer.

The obligation to provide notice shall not be conditioned upon the prior payment to the Trustee of money or the delivery to the Trustee of Authorized Investments or Government Obligations sufficient to pay the redemption price of the Bonds to which such notice relates or the interest thereon to the redemption date.

If at the time of mailing of a notice of redemption, there shall not have been deposited with the Trustee moneys sufficient to redeem all the Bonds or portions thereof called for redemption, which moneys are or will be available for redemption of such Bonds, such notice is required to state that it is conditional on the deposit of the redemption moneys with the Trustee.
not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

The failure of the Trustee to give notice to a Bondholder or any defect in such notice shall not affect the validity of the redemption of any other Bonds for which notice is properly given. Any Bondholder may waive notice of redemption by delivery of a written waiver to the Trustee, or delivery of the Bond for payment on the redemption date.

Any Series Ordinance providing for the issuance of Bonds not registered in the name of a Securities Depository or the nominee of such Securities Depository or providing for Bonds in bearer form may provide alternative methods for delivery of notice of redemption.

Provided sufficient funds for such redemption are on deposit with the Trustee, all Bonds so called for redemption shall cease to bear interest on the specified redemption date and shall no longer be deemed to be Outstanding hereunder. If said money shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Section 3.14 Restriction on Optional Redemption

Notwithstanding anything in this Bond Ordinance to the contrary, no optional redemption of Bonds may occur unless all amounts payable by the County owing under a reimbursement agreement with any provider of a surety bond, line of credit, insurance policy or letter of credit as contemplated under Section 6.03(D) hereof shall have been paid in full.

Section 3.15 Selection of Bonds to be Redeemed

In the event that less than all of the Bonds of any Series are to be redeemed at the option of the County, Bonds to be redeemed shall be in such order of maturity as selected by the County. In the event of redemption of less than all of the Bonds of a Series of any maturity, the Bonds or portions of Bonds to be redeemed, shall be selected by lot by the Trustee. The portion of any Bond of a denomination which is larger than the minimum denomination for the Bonds of such Series shall be in the principal amount of such minimum denomination or a multiple thereof, and, in selecting portions of such Bonds for redemption, the Trustee shall treat each Bond as representing that number of Bonds of minimum denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by the amount of the minimum denomination; provided further that, if less than all of the beneficial interests in a Bond of a single maturity registered in the name of a Securities Depository or a Securities Depository Nominee are to be redeemed, the beneficial interests to be redeemed shall be selected by lot or in such manner as may be directed by the Securities Depository. If there shall be drawn for redemption less than all of a Bond, the County shall execute and the Registrar shall authenticate and deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount of the Bond so surrendered, Bonds of the same Series in any authorized denomination. The procedures for selection of Bonds of a Series for redemption set forth in this Section 3.15 are subject, however, to any alternative provisions set forth in a Series Ordinance applicable to such Series of Bonds.
Section 3.16  Purchase of Bonds

The Trustee shall, if and to the extent practicable, purchase Bonds at the written direction of the County at such time, in such manner and at such price as may be specified by the County. The Trustee may so purchase Bonds with any money then held by the Trustee which is available for the redemption or purchase of Bonds and in excess of that set aside for the payment of Bonds called for redemption; provided, that the Trustee is provided with an opinion of Bond Counsel to the effect that such redemption or purchase complies with any limitations or restrictions on such redemption or purchase contained in this Bond Ordinance.

Section 3.17  Bonds in Book-Entry Form

Notwithstanding any other provision of this Bond Ordinance with respect to the form of Bonds to the contrary, a Series Ordinance may provide for the issuance of one or more Series of Bonds solely in fully registered form registerable to a Securities Depository, a Securities Depository Nominee or the beneficial owner of the Bonds. The Series Ordinance may further provide that such Series of Bonds shall be evidenced by one or more certificates or by a system of book entries in a form satisfactory to an Authorized Officer and to provide for payment, redemption, notices and like provisions in a manner consistent with such system of registration.

Section 3.18  Waiver of Certain Provisions

Notwithstanding anything in this Bond Ordinance to the contrary, whenever all of the debt issued or all of the obligations incurred by the County under a Series Ordinance are acquired by and are held by a single entity, that single entity, at its sole option, may waive any provision or requirement of this Bond Ordinance that relates separately to the governance of such Series and is for the protection and benefit of such single entity only and not for the protection or benefit of any other Holder or Holders of Bonds.

[End of Article III]
ARTICLE IV
SECURITY FOR AND PAYMENT OF BONDS

Section 4.01  Security for Payment of Bonds

Subject to the following priority provisions of this Section 4.01, the County hereby pledges and grants a lien on the Pledged Revenues to the payment of the principal of, redemption premium, if any, and interest on the Bonds. The County has heretofore agreed to the allocation of Park Fees pursuant to the existing Park Agreement and Park Fees are net of any Other Obligations. It is intended that the pledge of the Pledged Revenues made hereby with respect to the Bonds be subject in all respects to the obligation of the County with respect to the Other Obligations. The principal of the Bonds, together with the interest and redemption premium, if any, thereon shall be payable from and secured, subject to the foregoing, by a pledge of the funds deposited, from time to time, in the funds and accounts created hereunder, including the Bond Fund; provided, however, that amounts on deposit in the accounts and subaccounts within the Bond Fund and in the Debt Service Reserve Funds shall be held solely for the benefit of the Series of Bonds for which such accounts, subaccounts or Funds were established. Nothing in this Bond Ordinance shall prohibit the County from making a pledge of and lien on the Pledged Revenues which is subordinate and inferior to the pledge and lien made by this Bond Ordinance to secure bonds, notes or other evidences of indebtedness hereafter issued by the County.

Section 4.02  Limited Obligation

The Bonds shall (a) be payable solely from the Pledged Revenues, (b) not secured by, or in any way entitled to, a pledge of the full faith, credit, or taxing power of the County, (c) not an indebtedness of the County within the meaning of any State Constitutional provision or statutory limitation but are payable solely from a special source that does not include revenues from any tax or license, and (d) not a pecuniary liability of the County or a charge against the County’s general credit or taxing power. The County is not obligated to pay any of the Bonds or the interest thereon except from the Pledged Revenues.

[End of Article IV]
ARTICLE V

JUNIOR LIEN BONDS

Section 5.01  Right to Issue Junior Lien Bonds; Acession

Notwithstanding that Bonds may be Outstanding, the County may at any time, and without limitation and free of all conditions issue Junior Lien Bonds, in such amount as it may from time to time determine, payable from Pledged Revenues, provided that such pledge granted for such Junior Lien Bonds shall at all times be and remain subordinate and inferior in all respects to the pledges of revenues made or authorized for the Bonds; and provided, further, that the maturity of Junior Lien Bonds may not be accelerated and paid in full unless all of the Bonds shall have been paid or provision therefor has been made pursuant to Article VIII hereof.

By proceedings authorizing the issuance of Junior Lien Bonds, the County may provide for the accession of such Junior Lien Bonds to the status of Bonds provided all of the following conditions are met. Any such subsequent proceedings adopted by the County Council providing for such accession shall make the findings provided in subparagraphs (1) through (4) and state whether and to what extent a Debt Service Reserve Fund shall be established as set forth in subparagraph (5).

(1) The Junior Lien Bonds were issued for a purpose or purposes set forth in Section 3.01(A) hereof.

(2) There shall exist on the date of accession (a) no default in the payment of the principal of or interest on any Outstanding Bonds or any outstanding Junior Lien Bonds, (b) no default in the performance of any duties required under the provisions of this Bond Ordinance, and (c) no amount owed by the County with respect to the full funding of a Debt Service Reserve Fund, either by way of cash or reimbursement of any other funding mechanism, except in accordance with Section 3.02(5)(a) hereof.

(3) There shall be deposited in the Interest Account and Principal Account for such Series of newly-acceded Bonds the amounts which would have been required under the provisions of Section 7.03 hereof to be accumulated therein on the date of accession if said Junior Lien Bonds had originally been issued as Bonds.

(4) On the date of accession, the additional bonds tests prescribed by Section 3.02(6)(a) or (b) hereof shall have been met.

(5) In the event such proceedings require a Reserve Requirement to be maintained for such Series of newly-acceded Bonds, then in such event, there shall be on deposit on the date of accession in a Debt Service Reserve Fund an amount equal to the Reserve Requirement established for such Junior Lien Bonds which are being acceded to the status of Bonds.

(6) The County shall obtain an opinion of Bond Counsel to the effect that: (a) this Bond Ordinance and the proceedings authorizing such Junior Lien Bonds have been
duly adopted and are in full force and effect; (b) the Junior Lien Bonds have been duly and lawfully authorized and executed by the County and are valid and binding upon, and enforceable against, the County (except to the extent that the enforceability thereof may be limited by the operation of bankruptcy, insolvency and similar laws affecting rights and remedies of creditors); and (c) this Bond Ordinance creates the valid pledge which it purports to create of the revenues and of moneys and securities on deposit in any of the funds established hereunder subject to the application thereof to the purposes and on the conditions permitted by this Bond Ordinance.

(7) In the event such Junior Lien Bonds were issued with variable rates, the provisions of subparagraph (8) of Section 3.02 shall have been met.

[End of Article V]
ARTICLE VI

ESTABLISHMENT OF FUNDS

Section 6.01 The Revenue Fund

There shall be established a Revenue Fund, and within the Revenue Fund, a Fee Account and an Other Available Moneys Account, to be maintained by the County, or in the discretion of the County, the Trustee.

Section 6.02 The Bond Fund

(A) There shall be established and maintained a Bond Fund held by the Trustee. Within the Bond Fund, there shall be established an Interest Account and a Principal Account for each Series of Bonds Outstanding. Each Interest Account and Principal Account is intended to provide for the ratable payment of the principal of, redemption premium, if any, and interest on the respective Series of Bonds as the same respectively fall due. Payments into the Interest Account and Principal Account shall be made in the manner prescribed by this Bond Ordinance, including the applicable provisions of Article VII hereof, and, except as herein provided, all money in the respective Interest Account and Principal Account is pledged to and shall be used solely to pay the principal of, redemption premium, if any, and interest on the respective Series of Bonds, and for no other purpose. Each Interest Account and Principal Account shall bear a Series designation as may be necessary to distinguish each Interest Account and Principal Account.

(B) The Bond Fund and each Interest Account and Principal Account thereunder shall be kept in the complete custody and control of the Trustee and withdrawals from the Interest Account and Principal Account shall be made only by such Trustee who shall transmit to each Bondholder, at such times as may be appropriate, the sums required to pay the principal of, redemption premium, if any, and interest on the respective Series of Bonds. Amounts held by the Trustee due to non-presentment of Bonds on any redemption date must be retained by the Trustee for a period of at least one year after the final maturity of such Bonds.

(C) Moneys in the Bond Fund shall be invested and reinvested by the Trustee at the written direction of an Authorized Officer or his designee in Authorized Investments, maturing not later than the date on which such money is required to pay the principal of, premium, if any, and interest on the next occurring maturity of the Bonds. The Trustee shall have no responsibility for the investment of money in the Bond Fund that is not held by the Trustee. Unless otherwise provided in a Series Ordinance, all earnings from such investments shall be added to and become a part of the Bond Fund, Interest Account or Principal Account in which such investments are held, but shall be credited against payments that would otherwise be made to such Account pursuant to the provisions of Section 6.03 hereof.

(D) All monies received by the Trustee as Interest Payment Subsidies shall be deposited in the Interest Account for such Series of Bonds and used to pay debt service on the Series of Bonds with respect to which such Interest Payment Subsidy was received.
(E) The Trustee shall maintain two separate sub-accounts within each Interest Account and Principal Account into which (i) amounts transferred from the Fee Account of the Revenue Fund, and (ii) amounts transferred from the Other Available Moneys Account of the Revenue Fund, respectively, shall be deposited. Within any other Fund or Account created pursuant to this Bond Ordinance, the Trustee may, and at the direction of the County shall, establish additional accounts or sub-accounts.

Section 6.03 The Debt Service Reserve Funds

(A) Each Series Ordinance may create a Debt Service Reserve Fund for the Series of Bonds authorized thereby. Any such Debt Service Reserve Fund shall be for the equal and ratable benefit only of Bonds of that Series. Each such Debt Service Reserve Fund is intended to insure the timely payment of the principal of, and premium, if any, and interest on, that Series of Bonds, and to provide for the redemption of such Bonds prior to their stated maturities. Any Debt Service Reserve Fund shall be maintained in an amount equal to the Reserve Requirement for such Series of Bonds. Unless otherwise provided in a Series Ordinance, money in a Debt Service Reserve Fund shall be used for the following purposes, and for no other:

(1) To prevent a default in the payment of the principal of or interest on that Series of Bonds, by reason of the fact that money in the applicable Interest Account and Principal Account is insufficient for such purposes;

(2) To pay the principal of, interest on, and redemption premium, if any, of the Bonds of that Series in the event that all Outstanding Bonds of that Series be redeemed as a whole; or

(3) To effect partial redemption of the Bonds of that Series; but subject to the restrictions of Section 3.15 hereof and provided that subsequent to said partial redemption, the market value of the cash and securities in the Debt Service Reserve Fund shall be not less than the Reserve Requirement therefor.

Notwithstanding the foregoing provisions of this Section 6.03 above and as permitted by the Code, if the Debt Service Reserve Fund was funded with cash, then, upon the written consent of the Holder of such Series of Bonds secured by such Debt Service Reserve Fund, the monies in such Debt Service Reserve Fund may be returned to the County prior to the final maturity of such Series. The requirements for and provisions governing any Debt Service Reserve Fund in the remainder of this Bond Ordinance shall, in references to “the Debt Service Reserve Fund,” “the Reserve Requirement” and “the Bonds,” be deemed to refer to each such Debt Service Reserve Fund created by a Series Ordinance, if any, and in each case to the respective Reserve Requirement for the respective Series of Bonds, and to Bonds only of that respective Series and not to any other Bonds.

(B) Each Debt Service Reserve Fund shall be kept in the complete custody and control of the Trustee and withdrawals therefrom shall be made only by the Trustee who shall transmit to the Bondholders, at such times as may be appropriate, the sums required to pay the principal of, redemption premium, if any, and interest on the Bonds.
(C) Money in a Debt Service Reserve Fund shall be invested and reinvested by the Trustee at the written direction of an Authorized Officer or a designee of an Authorized Officer in Authorized Investments. Subject to the remaining provisions of this paragraph (C), the earnings from such investments shall be added to and become a part of the Debt Service Reserve Fund. Except as provided in a Series Ordinance, if as of any date of calculation, the value of the securities and money in a Debt Service Reserve Fund shall exceed its Reserve Requirement, such excess shall either be used to effect partial redemption of Bonds of that Series, or shall be removed from such Debt Service Reserve Fund and, either (i) transferred into the applicable Interest Account or Principal Account, as directed in writing by an Authorized Officer, or (ii) transferred to the Bond Fund, as permitted by the provisions of the Code.

(D) In the event a Series Ordinance requires a Debt Service Reserve Fund to be established for a Series of Bonds, unless otherwise required by such Series Ordinance, the County, in lieu of the deposit of moneys into a Debt Service Reserve Fund, may alternatively satisfy the Reserve Requirement by causing to be so credited an irrevocable and unconditional surety bond, line of credit, letter of credit or insurance policy equal to the Reserve Requirement therefor.

(E) In the event the amount credited to a Debt Service Reserve Fund under a surety bond, letter of credit, or insurance policy (the “Original Funding Instrument”) also includes amounts available under another surety bond, letter of credit, or insurance policy (the “Additional Funding Instrument”), draws on the Original Funding Instrument and the Additional Funding Instrument shall be made on a pro rata basis to fund any insufficiency in the Interest Account or Principal Account. In the event a Debt Service Reserve Fund is funded with both monies and a surety bond, letter of credit, or insurance policy (1) any withdrawals from such Debt Service Reserve Fund shall be made first from such monies (or the liquidation of investments made therewith) and second from such surety bond, line of credit, letter of credit, or insurance policy, and (2) cash deposits to such Debt Service Reserve Fund shall be used first to restore the cash balance and second to reinstate the surety bond, line of credit, letter of credit, or insurance policy. The surety bond, line of credit, letter of credit, or insurance policy shall be payable (upon the giving of notice as required thereunder) on any Bond Payment Date on which moneys will be required to be withdrawn from such Debt Service Reserve Fund and applied to the payment of the principal of or interest on the Outstanding Series of Bonds to which such surety bond, line of credit, letter of credit, or insurance policy relates when such payments cannot be made by amounts otherwise credited to such Debt Service Reserve Fund.

Section 6.04 Investments of Funds

Whenever, in the opinion of the County, it becomes desirable to invest money in any of the funds established by this Article (other than the Debt Service Reserve Funds, the Bond Fund, and any capitalized interest account) the County may make Authorized Investments. Earnings resulting from the investment of money in a particular fund shall be deposited into the Fee Account of the Revenue Fund except as otherwise provided in Sections 6.02 or 6.03 hereof.

[End of Article VI]
ARTICLE VII
DISPOSITION OF REVENUES

Section 7.01 Disposition of Funds from the Revenue Fund

So long as any Bonds are Outstanding, funds on deposit in the Revenue Fund shall be applied at the times, in the amounts and for the purposes provided or permitted by this Bond Ordinance. Park Fees shall be deposited upon receipt from time to time by the County to the Revenue Fund. The Park Fees shall be deposited to the Revenue Fund and applied as follows: (A) first, an amount equal to the 15 percent of Park Fees shall be deposited to the Fee Account of the Revenue Fund; and (B) second, the remaining amounts shall be released from the Revenue Fund and applied by the County in the manner provided in the Park Agreement or otherwise as determined by the County. The Park Fees deposited to the Fee Account of the Bond Fund from time to time are referred to herein as the “Pledged Revenues.”

There shall be deposited to the Other Available Moneys Account of the Revenue Fund such legally available moneys which the County Council in its sole discretion determines to apply for such purpose.

Section 7.02 Payments for Bonds

Provision shall be made for the payment of principal of, premium, if any, and interest on all Bonds then Outstanding without priority of any other Bonds but ratably as to each Series of Bonds. To that end:

(A) On or before the fifteenth day of calendar month prior to an Interest Payment Date, there shall be transferred to the Interest Accounts in the following order of priority: first, from the Fee Account of the Revenue Fund an amount equal to the installment of interest coming due on the Bonds on such Interest Payment Date, and then, to the extent necessary to pay such installment, from the Other Available Moneys Account of the Revenue Fund (which amounts shall thereafter be credited to the respective sub-accounts therein), so that on each Interest Payment Date the amount of interest to be paid shall have been accumulated and be on hand; provided, however, that if provision has been made for the payment of all or part of the next installment of interest to become due on any Bonds, or the Trustee is in receipt of any Interest Payment Subsidies, pursuant to any other provision of this Bond Ordinance, or any Series Ordinance, or by reason of investment earnings or otherwise, then, in such event, the deposits required by this paragraph may be omitted, or reduced accordingly. Amounts on deposit in the sub-account of the Interest Fund for other available moneys after each Interest Payment Date shall be returned to the County.

(B) On or before the fifteenth day of the calendar month prior to a Principal Payment Date, there shall be transferred to the Principal Accounts in the following order of priority: first, from the Fee Account of the Revenue Fund in an amount equal to the Principal Installment coming due on such Principal Payment Date, and then, to the extent necessary to pay such Principal Installment, from the Other Available Moneys Account of the Revenue Fund (which amounts shall thereafter be credited to the respective sub-accounts therein), so that on each
Principal Payment Date the amount of principal to be paid shall have been accumulated and be on hand; provided, however, that if provision has been made for the payment of all or part of the Principal Installment to become due on the respective Series of Bonds, pursuant to any other provision of this Bond Ordinance, or any Series Ordinance, or by reason of investment earnings or otherwise, then, in such event, the deposits required by this paragraph may be omitted, or reduced accordingly. Amounts on deposit in the sub-account of the Principal Account for other available moneys after each Principal Payment Date shall be returned to the County.

Section 7.03 Deposits for the Debt Service Reserve Funds - Valuation

Deposits shall next be made from the Fee Account of the Revenue Fund in the amounts required by this Section 7.03 or Section 3.02(5) into the respective Debt Service Reserve Funds. Except as provided in Section 6.03(B)(2), the Trustee shall calculate the value of the cash and securities in each Debt Service Reserve Fund 45 days prior to each Bond Payment Date in order to determine if each Debt Service Reserve Fund contains the Reserve Requirement therefor, and the extent to which payments therefor or withdrawals must be made therefrom, and the timing thereof, pursuant to this Bond Ordinance and the respective Series Ordinances. To the extent the Trustee determines that a deficiency exists, but such deficiency is solely the result of accounting practices governing the valuation of securities in the Debt Service Reserve Fund, the Trustee may alternatively calculate the value of the securities in each Debt Service Reserve Fund as of the maturity date of such securities, so long as such securities mature on or prior to the Bond Payment Date. Unless a Debt Service Reserve Fund is being funded pursuant to Section 3.02(5)(a) of this Bond Ordinance or then contains in cash and securities (or a surety bond, insurance policy, or letter of credit as herein described) an amount at least equal to its Reserve Requirement, unless otherwise provided in the Series Ordinance, there shall be paid into such Debt Service Reserve Fund on the last Business Day of each of the 24 months following a determination of a deficiency in such Debt Service Reserve Fund one-twenty-fourth of the amount necessary to re-establish in such Debt Service Reserve Fund its Reserve Requirement; provided, however, nothing herein shall preclude the County from fully re-establishing such Reserve Requirement in a more timely fashion than as so prescribed. Any surety bond, line of credit, insurance policy or letter of credit being used to meet the Reserve Requirement of a Debt Service Reserve Fund shall be valued at the amount still remaining to be drawn thereon; and in the event that any such surety bond, line of credit, insurance policy or letter of credit has been drawn upon, the amount necessary to restore the principal balance thereof shall be paid by the County in the same manner and on a parity with the payments described in this Section 7.03 or as provided in an insurance agreement or applicable Series Ordinance.

The market value of any Authorized Investments in a Debt Service Reserve Fund shall be calculated as follows:

1. as to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if published therein, then in The New York Times): the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination;

2. as to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal or The New York Times: the average bid price at
such time of determination for such investments by any two nationally recognized
government securities dealers (selected by the Trustee in its absolute discretion) at the
time making a market in such investments or the bid price published by a nationally
recognized pricing service;

(3) as to certificates of deposit and bankers acceptances: the face amount
thereof, plus accrued interest; and

(4) as to any investment not specified above, the value thereof established by
prior agreement between the County and the Trustee.

Section 7.04 Reimbursement of Interest on Amounts Advanced by Credit Providers for the
Debt Service Reserve Fund

Provision shall then be made for payment of interest and any fees or penalties on amounts
advanced by the provider of any surety bond, line of credit, letter of credit or insurance policy as
contemplated in Section 6.03(D) hereof.

Section 7.05 Payments for Junior Lien Bonds

Provision shall then be made for the payment of any other indebtedness which is junior
and subordinate to the Bonds in the order of priority contemplated by the proceedings
authorizing their issuance.

Section 7.06 Use of Surplus Money in Fee Account of the Revenue Fund

In any Bond Year, at such time as the Fee Account of the Revenue Fund and the Interest
Account and the Principal Account of the Bond Fund in the aggregate have on deposit therein an
amount equal to the amounts required to be paid pursuant to Sections 7.02 through 7.05 for the
then current Bond Year, then any excess amount on deposit in or thereafter deposited to the Fee
Account of the Revenue Fund in such Bond Year shall be released from the Fee Account of the
Revenue Fund and applied by the County in the manner provided in the Park Agreement or as
otherwise determined by the County.

[End of Article VII]
ARTICLE VIII

COVENANTS

Section 8.01  Covenants

So long as Bonds are outstanding, the County further covenants and agrees to abide by all covenants, undertakings, and provisions contained in this Master Bond Ordinance and in any Series Ordinance related to any Bond issued hereunder, including the following:

(A)  To Pay Annual Debt Service. The County covenants and agrees to punctually pay, or cause to be paid, out of Pledged Revenues, and special funds created hereunder, the Debt Service on any Bonds Outstanding at the place, on the dates, and in the manner provided herein.

(B)  No Superior Pledge. The County will not pledge, mortgage, or otherwise encumber the Pledged Revenues therefrom except in the manner herein authorized.

(C)  Records and Audits. The County recognizes that those who may from time to time hereafter be Bondholders will, throughout the life of the Bonds, require full information with respect to the Park Fees and Pledged Revenues, the fiscal affairs of the County, and matters incident to each. To that end, the County hereby covenants and agrees that it will at all times maintain proper books of records. The County further covenants and agrees that so long as any Bonds are Outstanding, it will, not later than 210 days after the close of each Fiscal Year, cause to be made and completed by the Auditors, an audit of the records, books and accounts pertaining to the County, made in accordance with Accounting Principles, showing aggregate Park Fees and Pledged Revenues; and that it will furnish a copy of such audit to the Trustee. Such audit shall comment upon any violation of any provision of any resolution authorizing the issuance of any Bonds or Junior Lien Bonds and any violation of any provision of this Bond Ordinance noted by the Auditor, and such other matters as to them seem pertinent.

(D)  Covenants related to the Park Agreement. The County shall promptly perform the duties and obligations imposed and assumed by it in accordance with the terms and provisions of the Park Agreement. The County covenants and agrees to take all reasonable action necessary to enforce the Park Agreement in accordance with its terms and shall not terminate the Park Agreement or materially reduce the properties therein unless it shall first provide to the Trustee a certificate executed by an Authorized Officer stating: (a) that, after consideration of the reduction in the Pledged Revenues resulting from the termination of any specific Park Agreement or reduction of any property therein, the amount of Pledged Revenues for the prior consecutive 12 months or Fiscal Year, in his discretion, would not be less than 120% of the maximum Annual Principal and Interest Requirements on all Bonds Outstanding. Nothing in this Bond Ordinance shall limit the County's ability to grant or agree to Special Source Revenue Credits.

(E)  Priority of Pledge. Except as otherwise provided in this Bond Ordinance, the County covenants and agrees not to issue any bonds, notes, certificates or other obligations or evidences of indebtedness other than the Bonds or other obligations authorized or permitted hereby to be secured by a pledge of the Pledged Revenues or funds created hereunder.
(F) **Federal Tax Covenant.** The County covenants and agrees with the Holders of any Bonds the interest on which was intended at their time of issuance to be exempt from taxation for federal income tax purposes, that it will not make any use of, and it shall direct the Trustee and each Fiduciary not to make any use of, the proceeds of any Series of Bonds which Bonds were intended upon the issuance thereof to be exempt from federal income taxation, which, if such use had been reasonably expected on the date of the issuance of the Bonds of such Series would have caused such Bonds or any other Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code and will observe and not violate the requirements of Section 148 of the Code. Further, as to any Series of Bonds that the interest on which was intended at the time of their issuance to be exempt from federal income taxation, it will take all actions required of it under the Code that are necessary to preserve the tax-exempt status of such Series of Bonds, including without limitation, actions necessary to comply with all information reporting requirements and any obligation to rebate arbitrage earnings on the proceeds of such Bonds to the United States Government;

(G) **Covenant to Consider Appropriation of Lawfully Available Funds.** In adopting the budget for each Fiscal Year, the County shall determine whether it expects to have sufficient Pledged Revenues to make in such Fiscal Year the payments and transfers agreed to pursuant to Sections 7.02 through 7.05 of this Bond Ordinance. If the County does not expect to have sufficient Pledged Revenues for such purpose, County staff shall prepare for County Council consideration a budgetary appropriation from legally available funds in an amount that together with funds on deposit in the Fee Account of the Revenue Fund, the Bond Fund, and any Debt Service Reserve Fund will be sufficient to provide for the interest and Principal Installments on the Bonds in such Fiscal Year. Any such lawfully appropriated funds shall be deposited to the Other Available Moneys Account of the Revenue Fund not later than the fifteenth (15th) day prior to the Bond Payment Date for which they are needed. In considering such budgetary appropriation, the County Council may in its sole discretion determine not to make the budgetary appropriation (a “Determination of Nonappropriation”) described above and such Determination of Nonappropriation shall not constitute an Event of Default under this Bond Ordinance, nor shall the County have any obligation to enact such appropriation.

(H) **Amounts Derived from Legislative Appropriation.** Wherever in this Bond Ordinance there is a statement to the effect that the County may apply such other legally available moneys as the County Council shall in its discretion determine to apply for a purpose, or words of similar import, such application shall be made by County Council applying its legislative discretion in determining whether to apply such moneys. Any payment from other available moneys described in this Bond Ordinance shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness of the County, nor shall anything contained in this Ordinance constitute or give rise to a general obligation or pledge of the general tax revenues, taxing power or full faith or credit of the County Council. Any such budgetary appropriation shall be subject in all respects to the discretion of County Council, and any failure to make such an appropriation, notwithstanding any provision of this Bond Ordinance to the contrary, shall not constitute a default or Event of Default under this Bond Ordinance.
(I) *Closing of Prior Bond Ordinances.* From and after the Date of Issue of the first series of Bonds under this Bond Ordinances, no additional bonds shall be issued pursuant to the Prior Bond Ordinances.

[End of Article VIII]
ARTICLE IX
MODIFICATION OF ORDINANCE

Section 9.01  Modification without Bondholder Approval

(A) Provided always that the security of the Bonds shall not be diminished, or in any manner impaired, the County Council may for any one or more of the following purposes at any time, or from time to time, enact an ordinance, supplementing this Bond Ordinance, which supplemental ordinance shall be fully effective in accordance with its terms:

(1) to provide for the issuance of a Series of Bonds in accordance with Article III of this Bond Ordinance;

(2) to add to the covenants and agreements of the County in this Bond Ordinance, other covenants and agreements thereafter to be observed;

(3) to surrender any right, power or privilege reserved to or conferred upon the County by this Bond Ordinance;

(4) to cure, correct and remove any ambiguity or inconsistent provisions contained in this Bond Ordinance; and

(5) for any other purpose which, in the opinion of Bond Counsel, does not materially affect the interests of the Bondholders.

(B) It is further provided that such supplemental ordinance shall not become effective until a copy thereof, duly certified, shall have been filed in the office of the Clerk of Court for the County. The Trustee will promptly give notice of enactment and a copy of any modification made hereunder to any Insurer.

Section 9.02  Modification with Bondholder Approval

The rights and duties of the County and the Bondholders and the terms and provisions of this Bond Ordinance may be modified or altered in any respect by an ordinance enacted by the County Council with the consent of the Holders of 51% in principal amount of all Bonds of each Series which would be affected by such modification or alteration then Outstanding, if any, of each such Series of Bonds, such consent to be evidenced in such manner as may be acceptable to the Trustee, however no such modification or alteration shall, without the consent of the Holders of all Bonds affected by such change or modification:

(1) Effect a change as to the type of currency in which the County is obligated to effect payment of the principal, interest and redemption premium of any Bond;

(2) Permit the creation of a pledge of the revenues of the System prior to or equal to the Bonds except as may be permitted under the provisions of this Bond Ordinance;
(3) Permit preference or priority of any Bonds to others;

(4) Alter or modify the provisions of Section 3.02 or of Articles IV, VI, and VII hereof; or

(5) Reduce the percentage required for the written consent to the modification or alteration of the provisions of this Bond Ordinance.

Section 9.03 Procedure for Procuring Bondholder Approval

The County and the Trustee may rely upon the registry books maintained by the Registrar to determine who are the Holders of the Bonds. Any and all modifications made pursuant to Section 9.02 shall not become effective until (1) there has been filed with the Clerk of Court for the County and with the Trustee a copy of such amendatory ordinance hereinabove provided for, duly certified, and (2) proof of consent to such modification by the Holders (depending on the type of type of type of modification) of (A) 51% in principal amount of the Bonds of each Series then Outstanding or (B) all Bonds Outstanding, shall be filed with the Trustee. In the event that any Series of Bonds are held under a book-entry system pursuant to Section 3.17, the approvals of Bondholders may be obtained in the manner provided in the agreement with the Securities Depository.

Section 9.04 Notice to Rating Agencies

Any Rating Agency rating a Series of Bonds shall be provided notice by the County and a copy of any amendment to this Bond Ordinance or to any Series Ordinance within 15 days of its execution or enactment; notice electronically filed on the Municipal Securities Rulemaking Board’s EMMA system shall be deemed sufficient upon such filing for purposes of this Section 9.04.

[End of Article IX]
ARTICLE X

EVENTS OF DEFAULT

Section 10.01 Events of Default

Each of the following events is hereby declared to be an “Event of Default”:

(1) Payment of the principal of any of the Bonds shall not be made when the same shall become due and payable, either at maturity or by proceedings for redemption;

(2) Payment of any installment of interest on any Bonds shall not be made when the same becomes due and payable;

(3) An order or decree shall be entered with the consent or acquiescence of the County appointing a receiver, or receivers of the County, or of the Park Fees or any part thereof, or any proceedings shall be instituted with the consent or acquiescence of the County for the purpose of effecting a composition between the County and its creditors whose claims relate to the Park Fees or any part thereof, or for the purpose of adjusting claims of such creditors, pursuant to any federal or State statute now or hereafter enacted, or if such order or decree, having been entered without the consent or acquiescence of the County, shall not be vacated or discharged or stayed on appeal within 60 days after entry thereof, or if such proceeding having been instituted without the consent or acquiescence of the County, shall not be withdrawn or any orders entered shall not be vacated, discharged, or stayed on appeal within 60 days after the institution of such proceedings, or the entry of such orders;

(4) The occurrence of an event of default on the part of the County under any reimbursement agreement between the County and a provider of a surety bond, insurance policy or letter of credit as contemplated under Section 6.03(D) hereof; and

(5) Such other events of default as may be specified in a Series Ordinance.

In determining whether a default in payment has occurred under paragraphs (1) or (2) of this Article and in determining whether a payment on Bonds has been made under any other provision of this Bond Ordinance, no effect shall be given to payments made under a Municipal Bond Insurance Policy.

[End of Article X]
ARTICLE XI

REMEDIES

Section 11.01 Acceleration; Annulment of Acceleration

(A) Upon the occurrence of an Event of Default pursuant to Section 10.01(1) or (2), the Trustee may, and shall, upon the written request of the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding, by notice in writing to the County, declare all Bonds Outstanding immediately due and payable, and such Bonds shall become and be immediately due and payable, anything in the Bonds or in this Bond Ordinance to the contrary notwithstanding. In such event, there shall be due and payable on the Bonds an amount equal to the total principal amount of all such Bonds, plus all interest accrued thereon and which will accrue thereon to the date of payment.

(B) At any time after the principal of the Bonds shall have been so declared to be due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Bond Ordinance, the Trustee may annul such declaration and its consequences with respect to any Bonds not then due by their terms if:

1. Moneys shall have been deposited in Bond Fund sufficient to pay all matured installments of interest and principal (other than principal then due only because of such declaration) of all Outstanding Bonds;

2. Moneys shall have been deposited with the Trustee sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Trustee;

3. All other amounts then payable by the County hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee; and

4. Every Event of Default known to the Trustee (other than a default in the payment of the principal of such Bonds then due only because of such declaration) shall have been remedied to the satisfaction of the Trustee.

No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

Section 11.02 Additional Remedies and Enforcement of Remedies

(A) Upon the occurrence and continuance of any Event of Default, subject to the provisions of Section 14.01 hereof, the Trustee may, and upon the written request of the Holders of not less than 51% in aggregate principal amount of the Bonds Outstanding, together with indemnification of the Trustee to its satisfaction therefor, shall proceed forthwith to protect and enforce its rights and the rights of the Bondholders under this Bond Ordinance by such suits,
actions or proceedings as the Trustee, being advised by counsel, shall deem expedient, including
but not limited to:

(1) Seeking a writ of mandamus, requiring the County to carry out its duties
and obligations under the terms of this Bond Ordinance and under the Enabling Act;

(2) Suit upon all or any part of the Bonds;

(3) Civil action to require the County to account as if it were the trustee of an
express trust for the Holders of Bonds;

(4) Civil action to enjoin any acts or things which may be unlawful or in
violation of the rights of the Holders of the Bonds; or

(5) Enforcement of any other right of the Bondholders conferred by law or by
this Bond Ordinance including the right to make application for the appointment of a
receiver to administer and operate the System.

(B) Regardless of the happening of an Event of Default, the Trustee, if requested in
writing by the Holders of not less than 51% in aggregate principal amount of the Bonds then
Outstanding, and upon receipt of assurances of indemnification of the Trustee, the sufficiency of
which shall be determined in the Trustee’s sole discretion, shall institute and maintain such suits
and proceedings as it may be advised by counsel shall be necessary or expedient:

(1) To prevent any impairment of the security under this Bond Ordinance by
any acts which may be unlawful or in violation of this Bond Ordinance; or

(2) To preserve or protect the interests of the Bondholders, provided that such
request is in accordance with law and the provisions of this Bond Ordinance and, in the
sole judgment of the Trustee, is not unduly prejudicial to the interests of the Holders of
Bonds not making such request.

(C) When the Trustee incurs costs or expenses (including legal fees, costs and
expenses) or renders services after the occurrence of an Event of Default, such costs and
expenses and the compensation for such services are intended to constitute expenses of
administration under any federal or state bankruptcy, insolvency, arrangement, moratorium,
reorganization or other debtor relief law.

Section 11.03 Application of Pledged Revenues and Other Moneys After an Event of Default

(A) The County covenants that if an Event of Default shall happen and shall not have
been remedied, the County, upon demand of the Trustee, shall pay or cause to be paid over to the
Trustee:

(1) Forthwith, all moneys and securities then held by the County which are
credited to any fund under this Bond Ordinance. Any moneys and securities in any
A construction fund created with proceeds of Bonds if construction of the projects to be paid for thereby has been completed or terminated but exclusive of any amounts remaining in such construction fund that are in dispute between the County and any contractor. However, any monies in an Interest Account, a Principal Account or a Debt Service Reserve Fund shall be applied only toward a Series of Bonds for which such Debt Service Reserve Fund was established; and

(2) As promptly as practicable after receipt thereof, all Park Fees required to be deposited to the Fee Account of the Revenue Fund shall be so deposited.

(B) During the continuance of an Event of Default, the Trustee shall apply all moneys, securities, Pledged Revenues, payments and receipts in its possession and the income therefrom as follows and in the following order:

(1) To the payment of the reasonable and proper charges of the Trustee and its reasonable counsel fees and expenses;

(2) To the payment of the interest and principal (and redemption premium, if any) then due on the Bonds, as follows:

(a) Unless the principal of all of the Bonds shall have become or have been declared due and payable,

(i) First: To the payment of the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the persons entitled thereto, without any discrimination or preference;

(ii) Second: To the payment to the persons entitled thereto of the unpaid Principal Installments (and redemption premiums, if any) of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal (plus redemption premium, if any) due on such date, to the persons entitled thereto, without any discrimination or preference.

(b) If the principal of all of the Bonds shall have become or have been declared due and payable, the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the
persons entitled thereto without any discrimination or preference except as to any differences as to the respective rates of interest specified in the Bonds;

(4) To the payment of the amounts required by Section 7.03, ratably, according to the amounts due thereon to the persons entitled thereto;

(5) To the payment of the amounts required by Section 7.04, ratably, according to the amounts due thereon to the persons entitled thereto; and

(6) To the payment of the amounts required by Section 7.05, ratably, according to the amounts due thereon to the persons entitled thereto.

Section 11.04 Remedies Not Exclusive

No remedy by the terms of this Bond Ordinance conferred upon or reserved to the Trustee or the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Bond Ordinance or existing at law or in equity or by statute (including the Enabling Act) on or after the date hereof.

Section 11.05 Remedies Vested in Trustee

All rights of action (including the right to file proof of claims) under this Bond Ordinance or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto. Any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Bonds. Subject to the provisions of Section 11.03 hereof, any recovery of judgment shall be for the equal benefit of the Holders of the Outstanding Bonds.

Section 11.06 Majority of Bondholders Control Proceedings

If an Event of Default shall have occurred and be continuing, notwithstanding anything in this Bond Ordinance to the contrary, the Holders of at least 51% in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting any proceeding to be taken in connection with the enforcement of the terms and conditions of this Bond Ordinance or for the appointment of a receiver or any other proceedings hereunder, provided that such direction is in accordance with law and the provisions of this Bond Ordinance (including indemnity to the Trustee) and, in the sole judgment of the Trustee, is not unduly prejudicial to the interests of the Bondholders not joining in such direction and provided further that nothing in this Section 11.06 shall impair the right of the Trustee in its discretion to take any other action under this Bond Ordinance which it may deem proper and which is not inconsistent with such direction by Bondholders.
Section 11.07 Individual Bondholder Action Restricted

(A) No Holder of any Bond shall have any right to institute any suit, action, or proceeding in equity or at law for the enforcement of this Bond Ordinance or for the execution of any trust hereunder or for any remedy under this Bond Ordinance unless:

(1) An Event of Default has occurred:

   (a) under paragraph (1) or (2) of subsection (A) of Section 10.01 hereof;

   (b) as to which a Responsible Officer of the Trustee has actual notice; and

   (c) as to which the Trustee has been notified in writing.

(2) The Holders of at least 25% in aggregate principal amount of Bonds Outstanding shall have made written request to the Trustee to proceed to exercise the powers granted in this Bond Ordinance or to institute such action, suit or proceeding in its own name; and

(3) Such Bondholders shall have provided assurances of indemnification of the Trustee, the sufficiency of which shall be determined in the Trustee’s sole discretion; and

(4) The Trustee shall have failed or refused to exercise the powers herein granted or to institute such action, suit or proceedings in its own name for a period of 60 days after receipt by it of such request and offer of indemnity.

(B) No one or more Holders of Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the security of this Bond Ordinance or to enforce any right hereunder except in the manner herein provided and for the equal benefit of the Holders of all Bonds Outstanding.

(C) Nothing contained in this Bond Ordinance shall affect or impair, or be construed to affect or impair, the right of the Holder of any Bond:

(1) To receive payment of the principal of or interest on such Bond on the due date thereof; or

(2) To institute suit for the enforcement of any such payment on or after such due date.
Section 11.08  Termination of Proceedings

In case any proceeding taken by the Trustee or any Bondholder on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Bondholders, the County, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee and the Bondholders shall continue as if no such proceeding had been taken.

Section 11.09  Waiver and Nonwaiver of Event of Default

(A)  No delay or omission of the Trustee or of any Holder of the Bonds to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein. Every power and remedy given by this Article XI to the Trustee and the Holders of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

(B)  The Trustee may waive any Event of Default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Bond Ordinance, or before the completion of the enforcement of any other remedy under this Bond Ordinance.

(C)  Notwithstanding anything contained in this Bond Ordinance to the contrary but subject to the provisions of Section 14.01 hereof, the Trustee, upon the written request of the Holders of at least 51% of the aggregate principal amount of Bonds then Outstanding (including, if more than one Series of Bonds shall at the time be Outstanding, the Holders of at least 51% in principal amount of all Bonds then Outstanding of each such Series), shall waive any Event of Default hereunder and its consequences; provided, however, that except under the circumstances set forth in subsection (B) of Section 11.01 hereof or subsection (B) of this Section 11.09, a default in the payment of the principal of, premium, if any, or interest on, any Bond, when the same shall become due and payable by the terms thereof or upon call for redemption, may not be waived without the written consent of the Holders of all the Bonds at the time Outstanding.

(D)  In case of any waiver by the Trustee of an Event of Default hereunder, the County, the Trustee, each Insurer and the Bondholders shall be restored to their former positions and rights under this Bond Ordinance, respectively, but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon. The Trustee shall not be responsible to anyone for waiving or refraining from waiving any Event of Default in accordance with this Section 11.09.

Section 11.10  Notice of Events of Default

(A)  Within 30 days after:

   (1)  The receipt of notice of an Event of Default as provided in Section 11.07(A)(1)(b) or (c) hereof; or
(2) The occurrence of an Event of Default under paragraphs (1) or (2) of Section 10.01 hereof, as to which the Trustee shall be deemed to have notice,

the Trustee shall, unless such Event of Default shall have theretofore been cured, give written notice thereof by first class mail to each Insurer of any Series of Bonds then Outstanding, if any, and to each Holder of Bonds then Outstanding, provided that, except in the case of a default in the payment of principal of, together with premium, if any and interest on any of the Bonds, the Trustee may withhold such notice if, in its sole judgment, it determines that the withholding of such notice is in the best interests of the Bondholders.

(B) The Trustee shall immediately notify the County and each Insurer of any Series of Bonds then Outstanding of any Event of Default actually known to a Responsible Officer of the Trustee.

[End of Article XI]
ARTICLE XII

TRUSTEE AND ITS FUNCTIONS; OTHER FIDUCIARIES

Section 12.01 Appointment and Vesting of Powers in Trustee; Limitation of Rights of Bondholders to Appoint Trustee

Prior to the delivery of any Bonds pursuant to this Bond Ordinance, the County shall appoint the Trustee and the Paying Agent and the Registrar for such Bonds. Such appointment shall be made by means of the Series Ordinance adopted by the County Council in connection with the issuance of the first Series of Bonds pursuant to this Bond Ordinance. Each of the Trustee, the Paying Agent and the Registrar shall be and is hereby vested with all rights and powers necessary to enable it to discharge its duties hereunder.

Section 12.02 Functions of Trustee

The Trustee shall have the following additional functions:

(A) To act as custodian of the Bond Fund;

(B) Except as otherwise provided herein, to act as custodian of the Debt Service Reserve Funds, if any;

(C) Except as otherwise prescribed by any Series Ordinance, to act as Paying Agent for each Series of Bonds;

(D) Unless otherwise prescribed by any Series Ordinance, to act as Registrar for each Series of Bonds, to authenticate the Bonds of all Series that may be issued, and to maintain a set of registration books therefor, which shall at all times accurately reflect the names and addresses of all those who may be Holders of any Bonds;

(E) To make reports to the County on a monthly or such other basis as may be requested by the County, but not less often than semi-annually:

(1) Establishing balances on hand;

(2) Listing investments made for any fund handled by the Trustee;

(3) Establishing the market value of the Debt Service Reserve Funds; and

(4) Listing all securities, if any, pursuant to Section 12.13 hereof.

Section 12.03 Duty of Trustee with Respect to Deficits in the Debt Service Fund

It shall be the further duty of the Trustee to give written notice to the County three Business Days prior to each Bond Payment Date, if there is any deficiency in any Debt Service.
Interest Account or Principal Account which would result in a need for further moneys to meet the payment of interest and/or principal falling due on the next ensuing Bond Payment Date, and the extent, if any, to which resort must be had to the respective Debt Service Reserve Fund to meet such deficiency.

Section 12.04 Acceptance by Trustee Required

Prior to the delivery of any Bonds, the Trustee appointed pursuant to Section 12.01 hereof shall signify its acceptance of the powers, duties and obligations conferred and imposed upon it by this Bond Ordinance, by executing and delivering to the County a written acceptance thereof.

Section 12.05 Liability as to Recitals in Bond Ordinance and Bonds

The recitals of fact made in this Bond Ordinance and in the Bonds shall be taken as statements of the County, and the Trustee shall not be deemed to have made any representation as to the correctness of the same, nor shall the Trustee be deemed to have made any representation whatsoever as to the validity or sufficiency of this Bond Ordinance or of the Bonds issued hereunder except with respect to the authentication of any Bonds. Nor shall the Trustee be under any responsibility or duty with respect to the issuance of said Bonds, or the application of the proceeds thereof, except to the extent provided for herein. Nor shall the Trustee be liable in connection with the performance of its duties hereunder, except for its own negligence or default.

Section 12.06 Trustee May Rely on Notices, etc.

The Trustee shall at all times be protected in acting upon any notice, resolution, request, consent, order, certificate, statement, opinion, bond, or other paper or document believed to be genuine and to have been signed by the proper party or parties.

Section 12.07 Trustee Permitted to Resign

The Trustee may, at any time, resign and be discharged of its duties and obligations hereunder by giving to the County and the Bondholders written notice of such resignation, specifying a date (not less than 60 days after such notice) when such resignation is intended to take effect. Such resignation shall take effect immediately upon but not before the appointment and qualification of such successor. If after 60 days no successor has been appointed, the Trustee may petition a court of competent jurisdiction to appoint a successor.

Section 12.08 Removal of Trustee

(A) The Trustee may be removed at any time by the Holders of not less than 51% of the principal amount of Bonds at such time Outstanding upon 30 days written notice to the Trustee.
(B) Provided an Event of Default has not occurred and is not continuing, the Trustee may be removed at any time by the County upon 30 days written notice to the Trustee.

(C) Any such removal shall take effect immediately (after the 30-day notice period) upon, but not before the appointment and qualification of such successor.

Section 12.09 Appointment of Successor Trustee Upon Resignation or Removal of Trustee

(A) In case at any time the Trustee shall resign, or be removed or become incapable of acting, or be adjudged bankrupt or insolvent, or a receiver of its property shall be appointed, or any public officer shall take charge or control of its property or affairs, a successor thereto shall be promptly appointed by an ordinance of the County duly enacted. Such successor shall in all instances be a bank or a trust company, and duly chartered pursuant to the laws of the United States or of any state and shall have a combined capital and surplus of not less than $500,000,000.

(B) Immediately following such appointment the County shall give written notice of such appointment to the Bondholders and any Registrar or Paying Agent other than the Trustee.

Section 12.10 When Bondholder May Seek Successor Trustee

If, in a proper case, no appointment of a successor Trustee shall be promptly made pursuant to Section 12.09, any Bondholder, the resigning or removed Trustee may make application to any court of competent jurisdiction for the appointment of a successor and said court may thereupon, after such notice, if any, as such court may prescribe, appoint a successor.

Section 12.11 Acceptance by Successor Trustee

Any successor Trustee appointed hereunder shall execute and deliver to its predecessor and to the County a written acceptance of such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of its predecessor hereunder with like effect as if originally named as such Trustee and its predecessor shall be obligated to pay over, transfer, assign and deliver all moneys, securities and other property held by it to its successor, and on the written request of the County, or the successor, shall execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may be reasonably required for the vesting and confirming in such successor all the right, title and interest of the predecessor in and to any property held by it.

Section 12.12 Effect of Trustee Merging with Another Bank

Any bank or trust company into which the Trustee may be merged, or with which it may be consolidated, or any bank or trust company resulting from any merger or consolidation to which it shall be a party, or any bank or trust company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, shall become the successor without the execution or filing of any paper or the performance of any further act; provided, always, that if
the County shall be dissatisfied with the institution resulting from the merger, consolidation or other action spoken of above, then the County may at any time within 30 days after such action name a new Trustee (with the qualifications prescribed by Section 12.09 hereof) in lieu of the Trustee then acting.

Section 12.13 Trustee to Secure Funds and Securities Held in Trust

Unless the same be secured as trust funds in the manner provided by the regulations of the Comptroller of the Currency as from time to time in effect, all funds or securities in the custody of the Trustee, in excess of the amount of such deposit insured by the Federal Deposit Insurance Corporation, shall be invested in Authorized Investments at the written direction of the County.

Section 12.14 Disposition of Paid Bonds

It shall be the duty of the Trustee to cancel all Bonds which shall have been paid, whether upon their maturity or redemption prior to maturity; such cancellation shall be done in such fashion as to render such Bonds incapable of further negotiation or hypothecation. In any event it shall furnish appropriate certificates to the County indicating the disposition of such Bonds. Upon effecting such cancellation, the Trustee shall furnish appropriate certificates to the County setting forth the disposition made of the Bonds so canceled.

Section 12.15 Appointment of Substitute Registrar and Paying Agent

The County may, from time to time, appoint a Registrar or Paying Agent to act in the place and stead of the Trustee as Registrar or Paying Agent of the Bonds of one or more Series. The County shall cause written notice of such appointment to be mailed to the Holders of all Bonds affected by such appointment 30 days prior to the effective date of such appointment.

Section 12.16 Additional Provisions Regarding the Trustee

The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Bond Ordinance, and no implied covenants or obligations should be read into this Bond Ordinance against the Trustee. If any Event of Default under this Bond Ordinance shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Bond Ordinance and shall use the same degree of care as a prudent person would exercise or use in the circumstances in the conduct of such prudent person's own affairs.

The Trustee agrees to perform the trust functions provided herein upon and subject to the following expressed terms and conditions:

(A) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents or receivers appointed with due care.
(B) The permissive items assigned to the Trustee as enumerated herein shall not be construed as a duty.

(C) The Trustee shall not be accountable for the use or application by the County of any money paid over by the Trustee in accordance with the provisions of this Bond Ordinance.

(D) Before taking any action under this Bond Ordinance relating to an Event of Default or in connection with its duties under this Bond Ordinance other than making payments of principal and interest on the Bonds, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all costs and expenses to which it may be put (including legal fees, costs and expenses) and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances and except liability which is adjudicated to have resulted from its own negligence or willful misconduct in connection with any action so taken.

(E) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(F) None of the provisions of this Bond Ordinance shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds cannot be assured to the Trustee’s satisfaction.

(G) So long as investments are made in Authorized Investments, the Trustee may conclusively rely upon the County’s written instructions as to both the suitability and legality of all investments directed hereunder. To the extent invested in Authorized Investments, the Trustee shall have no responsibility to monitor the ratings of investments after the initial purchase of such investments. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge reasonable fees for such trades, including cash sweep accounts. Notwithstanding anything to the contrary herein, in the absence of written investment instructions from the County, the Trustee shall not be responsible or liable for keeping moneys held by it hereunder fully invested. While invested in Authorized Investments, the Trustee shall not be liable for any losses from such investments. Broker confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered.

(H) The Trustee shall have no duty to review or analyze any financial statements delivered to it hereunder (including the audit required by Section 9.02 hereof) or verify the accuracy thereof and shall hold such financial statements solely as a repository for the benefit of the Bondholders; the Trustee shall not be deemed to have notice of any information contained therein or Event of Default which may be disclosed therein.
(I) The County shall pay to the Trustee reasonable compensation for all services performed by it hereunder and also its reasonable expenses, charges and other disbursements and the fees, costs, and expenses of its attorneys, agents and employees incurred in and about the administration and the performance of its powers and duties hereunder. If the Trustee is required by governmental agency or court proceeding initiated by a third party to undertake efforts beyond that which is set forth herein but related thereto, the Trustee shall notify the County of same in writing. Payment for such extraordinary fees, costs and expenses (including but not limited to reasonable attorney’s fees, costs and expenses) shall be made promptly by the County only after said notice.

(J) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Bond Ordinance arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation: acts of God; earthquakes; fire; flood; hurricanes or other catastrophic storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

(K) Upon request from any Bondholder and absent any further direction or consent of the County, the Trustee may disseminate a copy of the financial statements to such requester.

[End of Article XII]
ARTICLE XIII

DEFEASANCE

Section 13.01  Defeasance Generally

Subject to the provisions of any Series Ordinance, if all of the Bonds issued pursuant to this Bond Ordinance and any other amounts required to be paid to a provider of a surety bond, line of credit, insurance policy or letter of credit hereunder shall have been paid and discharged, then the obligations of the County under this Bond Ordinance, the pledge of Pledged Revenues made hereby, and all other rights granted hereby shall cease and determine.

Subject to the provisions of any Series Ordinance, Bonds shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances:

(A) The Trustee shall hold, at the stated maturities of such Bonds, in trust and irrevocably appropriated thereto, sufficient money for the payment thereof.

(B) If default in the payment of the principal of such Bonds or the interest thereon shall have occurred and thereafter tender of such payment shall have been made, and the Trustee shall then hold in trust and irrevocably appropriated thereto, sufficient money for the payment thereof to the date of the tender of such payment.

(C) If the County shall have deposited with the Trustee, or any other bank or trust company which would otherwise meet the chartering and capital and surplus requirements contained in Section 12.09(A) hereof, in irrevocable trust money or Defeasance Obligations, the principal of and interest on which when due (without reinvestment thereof) will, as certified in a verification report provided by an independent entity providing such services and selected by the County, provide money which, together with the money, if any, deposited at the same time, shall be sufficient to pay, when due, the principal, interest and redemption premium, if any, due and to become due on and prior to the maturity, or, if the County has irrevocably elected to redeem Bonds, on and prior to the redemption date, of such Bonds.

Section 13.02  Money to be Held in Trust - When Returnable to the County

Any money which at any time shall be deposited with the Trustee or other escrow holder authorized under Section 13.01(C), by or on behalf of the County, for the purpose of paying and discharging any Bonds or the interest thereon, shall be and is hereby assigned, transferred and set over to the Trustee or such other escrow holder in trust for the respective Holders of the Bonds, and such money shall be and is hereby irrevocably appropriated to the payment and discharge thereof. But if, through lapse of time or otherwise, the Holders of said Bonds shall no longer be entitled to enforce payment of their obligations, then, in such event, it shall be the duty of the Trustee or such other escrow holder to forthwith return said funds to the County.
Section 13.03  Deposits with Trustee Subject to Conditions of Article XIII

The County covenants and agrees that any money which it shall deposit with the Trustee shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Article, and that whenever it shall have elected to redeem Bonds it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Trustee to cause the publication of such notice of redemption in its name and on its behalf.

Section 13.04  No Defeasance of Series of Bonds Paid by Insurer

In the event that the principal and/or interest due on a Series of Bonds shall be paid by an Insurer pursuant to a Municipal Bond Insurance Policy, such Series of Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the County until the Insurer has been reimbursed in full therefor in accordance with the terms of the Municipal Bond Insurance Policy, and the assignment and pledge of the Net Revenues of the System and all covenants, agreements and other obligations of the County to the registered Holders shall continue to exist and shall run to the benefit of the Insurer, and the Insurer shall be subrogated to the rights of such registered Holders.

[End of Article XIII]
ARTICLE XIV

MISCELLANEOUS

Section 14.01  Miscellaneous Rights of an Insurer

(A) Notwithstanding any provision of this Bond Ordinance to the contrary, each Insurer shall be deemed the exclusive Holder of all Bonds insured by that Insurer, for the purposes of all approvals, consents, waivers, institution of any action, and the direction of all remedies. No rights granted to an Insurer by this Bond Ordinance shall be effective at any time that such Insurer is in breach of its obligations under the Municipal Bond Insurance Policy or is subject to bankruptcy or receivership proceedings. Additionally, this paragraph (A) shall be effective only in the event the Insurer’s Municipal Bond Insurance Policy results in the applicable Series of Bonds being rated at least investment grade by either Standard & Poor’s or Moody’s Investors Service, Inc.

(B) Any provision of this Bond Ordinance expressly recognizing or granting rights in or to an Insurer may not be amended in any manner which affects the rights of such Insurer hereunder without the prior written consent of each such Insurer.

(C) To the extent that an Insurer makes payment of the principal of or interest on any Bonds, it shall become the owner and Holder of such Bonds, appurtenant coupons or right to payment of such principal of or interest on such Bonds and shall be fully subrogated to all of the registered Holders’ rights thereunder, including the registered Holders’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Registrar shall note Insurer’s rights as subrogee on the registration books of the County maintained by the Registrar upon receipt of proof from the Insurer as to payment of interest thereon to the registered Holders of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Trustee shall note the Insurer’s rights as subrogee on the registration books of the County maintained by the Registrar upon surrender of the Bonds by the registered Holders thereof to the Insurer or its agent.

(D) In the event that the principal of and/or interest on any Bonds shall be paid by the Insurer pursuant to the terms of its Municipal Bond Insurance Policy, (i) such Bonds shall continue to be “Outstanding” under this Bond Ordinance and (ii) the assignment and pledge of the Net Revenues and all covenants, agreements and other obligations of the County to the registered Holders shall continue to exist, and the Insurer shall be fully subrogated to all of the rights of such registered Holders in accordance with the terms and conditions of subparagraph (C) above and the Insurer’s Municipal Bond Insurance Policy.

(E) The terms and provisions of this Bond Ordinance or of any applicable Series Ordinance may not be terminated as long as there are any moneys owed to an Insurer under such terms and provisions of this Bond Ordinance or the applicable Series Ordinance or any agreement between such Insurer and the County.
Section 14.02 Purpose of Covenants in Bond Ordinance

Every covenant, undertaking and agreement made on behalf of the County, as set forth in this Bond Ordinance is made, undertaken and agreed to, for the proper securing of the payment of the principal of and interest on the Bonds. Each shall be deemed to partake of the obligation of the contract between the County and the Bondholders and shall be enforceable accordingly. In this connection, any provider of a surety bond, line of credit, insurance policy or letter of credit as contemplated under Section 6.03(D) hereof may enforce the terms, conditions and obligations under this Bond Ordinance as a third party beneficiary hereunder. Nothing in this Bond Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the County, an Insurer, the Trustee, the Registrar, the Paying Agent and the Holders of the Bonds, any right, remedy or claim under or by reason of this Bond Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Ordinance contained by and on behalf of the County shall be for the sole and exclusive benefit of the County, an Insurer, the Trustee, and the registered owners of the Bonds.

Section 14.03 Severability

If any Section, paragraph, clause or provision of this Bond Ordinance shall be held invalid, the invalidity of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Ordinance.

Section 14.04 Remedies Granted by Ordinance Not Being Available to Holders of Other Bonds

If it shall be held by any court of competent jurisdiction that any right or remedy granted by the Bond Ordinance or any Series Ordinance to the Holders of any Bond is not available to the Holders of all other Bonds, then such rights and remedies are herewith conferred upon the Holders of such other Bonds.

Section 14.05 Authorization to Sign

For purposes of all consents and other necessary documentation associated with the issuance of Bonds, any of the Authorized Officers and the Clerk shall be authorized to sign on behalf of the County and the County Council.

Section 14.06 Repealing Clause

All resolutions, or parts thereof, inconsistent herewith shall be and the same are hereby repealed to the extent of such inconsistencies.
Section 14.07 Governing Law

The provisions of this Bond Ordinance shall be governed by the laws of the State, without regard to conflict of law principles.

Section 14.08 Date Effective

The provisions of this Bond Ordinance shall become effective as of enactment.

[End of Article XIII]
DONE IN MEETING DULY ASSEMBLED, this ___ day of __________, 2018.

(SEAL)

ATTEST:

Rusty Burns
Anderson County Administrator

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Clerk to Anderson County Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

First Reading:
Second Reading:
Third Reading:
Public Hearing:
ORDINANCE NO. 2018-043

A SERIES ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF SPECIAL SOURCE REVENUE BONDS OF ANDERSON COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING TWENTY EIGHT MILLION SEVEN-HUNDRED FIFTY THOUSAND DOLLARS ($28,750,000); AND OTHER MATTERS RELATING THERETO.

2018 Series Ordinance

Enacted __________, 2018
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NOW THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ANDERSON COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED, THAT:

ARTICLE I

FINDINGS OF FACT

Section 1.01 Findings

Incident to the enactment of this series ordinance (this "2018 Series Ordinance"), and the issuance of the bonds provided for herein, the County Council of Anderson County (the "County Council"), the governing body of the Anderson County, South Carolina (the "County"), finds that the facts set forth in this Article exist and the following statements are in all respects true and correct:

(1) The County Council has made general provision for the issuance from time to time of Special Source Revenue Bonds (the "Bonds") of the County by a bond ordinance entitled, "A MASTER BOND ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF SPECIAL SOURCE REVENUE BONDS OF THE ANDERSON COUNTY, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO," enacted by the County Council on _____________, 2018 (the "Bond Ordinance"). Terms with initial capitals and not otherwise defined herein shall have the meanings ascribed thereto in the Bond Ordinance.

(2) It is provided in and by the Bond Ordinance that, upon enactment of a "Series Ordinance," there may be issued one or more series of Bonds for the purposes of the Enabling Act.

(3) The County currently has the following indebtedness outstanding payable from the Park Fees:

(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 $850,000;

(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 $1,010,000; and

(d) the $3,545,000 original principal amount Special Source Revenue Bond, Series 2014A (the "Series 2014A Bond" together with the Series 2006 Bond, the Series 2007 Bond, the Series 2008A Bond, are collectively
referred to as the "Prior Bonds"), currently outstanding in the principal amount of $730,000.

The Prior Bonds were authorized by and issued pursuant to the authorizations of General Bond Ordinance No. 2004-041 enacted by the County Council on November 4, 2004, and various ordinances supplemental thereto (collectively, the "Prior Bond Ordinances"). The County is now minded to make provision for the refunding and defeasance under the Prior Bond Ordinances of all of the outstanding principal amounts of the Prior Bonds (the "Refunded Bonds").

(4) The County has determined to issue the Series 2018 Bonds (as defined herein) 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 Series 2018 Bonds for a period not to exceed three years from the date of issuance of the applicable Series 2018 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 Series 2018 Bonds.

(5) The Series 2018 Bonds shall be issued under the terms of the Bond Ordinance as a Series of Bonds thereunder.

(6) By reason of the foregoing, the County has determined to enact this 2018 Series Ordinance in accordance with the terms and provisions of the Bond Ordinance in order to issue bonds for the purposes described in Paragraph 4 above.

Section 1.02 Determinations Required by Section 4.01(B) of the Bond Ordinance

The County Council hereby specifies and determines that:

(1) the Date of Issue of the Series 2018 Bonds shall be the date that the Series 2018 Bonds are executed and delivered as provided in Section 4.03 of this 2018 Series Ordinance;

(2) the exact principal amount of the Series 2018 Bonds shall be determined by an Authorized Officer at the closing thereof; provided, however, that the aggregate principal amount of the Series 2018 Bonds shall not exceed $28,750,000 and further provided that the proceeds thereof shall not exceed the amount necessary for the purposes specified at Section 3.02 hereof;

(3) the dates for payment of interest on the Series 2018 Bonds, and the dates of maturity, not to exceed thirty (30) years, and the amounts thereof, shall be determined by an Authorized Officer at the closing of the Series 2018 Bonds;

(4) the Series 2018 Bonds are to be issued for the purposes set forth at Section 3.02 hereof;
(5) the title and designation of the Series 2018 Bonds shall be as set forth at Section 4.01 hereof.

(6) the Series 2018 Bonds shall be sold in accordance with, and by an Authorized Officer as prescribed at, Article VI hereof;

(7) the Series 2018 Bonds shall bear interest at rates as determined by an Authorized Officer through the sale procedures of Article VI hereof, and the County will not enter into any interest rate swap or similar transaction with respect to the Series 2018 Bonds;

(8) the Series 2018 Bonds shall be issued as Serial Bonds or Term Bonds, as determined by an Authorized Officer at the closing of the Series 2018 Bonds;

(9) the redemption prices and dates applicable to the Series 2018 Bonds shall be as determined by an Authorized Officer at the closing of the Series 2018 Bonds;

(10) ________________ (the “Trustee”) shall serve as Trustee, Paying Agent and Registrar for the Series 2018 Bonds;

(11) the Series 2018 Bonds shall be in the form as provided at Section 3.09 hereof;

(12) the initial maturity of the Series 2018 Bonds shall be numbered R-1, and thereafter sequentially “R-” numbered for identification; and shall be issued in $5,000 denominations or any multiple thereof;

(13) the Series 2018 Bonds may be issued in book-entry form as permitted by Section 3.17 of the Master Bond Ordinance at the discretion of an Authorized Officer;

(14) no Reserve Requirement is applicable as no Bonds are currently Outstanding;

(15) no Series Debt Service Reserve Fund is contemplated to be established in connection with the Series 2018 Bonds, and thus no Series Reserve Requirement is anticipated to be established, however if the Authorized Officer determines that a Series Debt Service Reserve Fund shall assist the County in obtaining more advantageous terms, he may establish both a Series Debt Service Reserve Fund and establish a Series Reserve Requirement;

(16) the proceeds of the Series 2018 Bonds shall be applied as set forth at Article VI hereof;

(17) the 2018 Debt Service Account is established pursuant to Section 3.06 hereof; the 2018 Project Fund and 2018 COI Account are established pursuant to Section 5.02 hereof; and

(18) the County estimates that the cost of the 2018 Project, exclusive of financing and related costs, will be approximately $24,000,000, and the cost of the Refunding will be approximately $4,000,000.

[End of Article I]
ARTICLE II

DEFINITIONS AND CONSTRUCTION

Section 2.01 Definitions

(a) Except as provided in subsection (b) below, all capitalized terms which are defined in Section 2.01 of the Bond Ordinance shall have the meanings given the same in this 2018 Series Ordinance.

(b) As used in this 2018 Series Ordinance, unless the context shall otherwise require, the following terms shall have the following respective meanings:

"2018 COI Account" shall mean that account created within the 2018 Project Fund pursuant to Section 6.02 hereof.

"2018 Debt Service Account" shall mean the account of that name established by this 2018 Series Ordinance pursuant to Section 7.04 of the Bond Ordinance.

"2018 Debt Service Reserve Fund" shall mean the fund of that name established by this 2018 Series Ordinance pursuant to Section 7.05 of the Bond Ordinance.

"2018 Project" shall mean the project defined at Section 1.01(4) hereof.

"2018 Project Fund" shall mean the fund created at Section 6.02 hereof.

"2018 Reserve Requirement" if any, shall mean an amount determined by an Authorized Officer in compliance with the provisions and requirements of the Code.

"2018 Series Ordinance" shall mean this ordinance of the County Council.

"Authorized Officer" shall have the meaning ascribed thereto in the Bond Ordinance, but for purposes of making the determinations provided for under Article III of this 2018 Series Ordinance, the County Administrator shall constitute the sole Authorized Officer.

"BAN Act" means Title 11, Chapter 17 of the South Carolina Code.

"Series 2018 Bonds" shall mean the Series of Bonds authorized and designated by Section 4.01 of this 2018 Series Ordinance.

"Trustee" shall mean ________________ , its successors and assigns.

[End of Article II]
ARTICLE III

AUTHORIZATION AND TERMS OF THE SERIES 2018 BONDS

Section 3.01 Principal Amount; Designation of Series 2018 Bonds

Pursuant to the provisions of the Bond Ordinance, one or more Series of Bonds of the County entitled to the benefits, protection, and security of the provisions of the Bond Ordinance is hereby authorized in the aggregate principal amount of not exceeding Twenty Eight Million Seven Hundred Fifty Thousand Dollars ($28,750,000); such Bonds so authorized shall be designated the “Anderson County, South Carolina Special Source Revenue Bond, Series 2018” (the “Series 2018 Bonds”). As determined by the Authorized Officer, the Series 2018 Bonds may be sold as a single Series, or from time to time in multiple Series bearing any such designation as appropriate. References herein to the Series 2018 Bonds shall include all Series of Bonds authorized by this 2018 Series Ordinance. As authorized by Section 3.18 of the Bond Ordinance, any Series of the Series 2018 Bonds issued as taxable obligations shall bear an appropriate designation so as to distinguish its tax status.

Section 3.02 Purposes of the Series 2018 Bonds

The Series 2018 Bond is authorized for the principal purposes of:

1. defraying all or a portion of the cost of the 2018 Project, or refinancing the same;

2. pay all or a portion of the interest coming due on such Series 2018 Bonds for a period not to exceed three years from the date of issuance of the applicable Series 2018 Bonds;

3. effecting a refunding of the Refunded Bonds;

4. funding the 2018 Debt Service Reserve Fund, if any, in an amount equal to the 2018 Reserve Requirement in a manner permitted by the Bond Ordinance; and

5. paying certain costs and expenses relating to the issuance of the Series 2018 Bonds.

Section 3.03 Date of Issue; Interest Rates; Maturity; Redemption

The Date of Issue of the Series 2018 Bonds shall be the date of delivery thereof, or such other date as designated by the Authorized Officer. The Series 2018 Bond shall have such principal amounts and shall bear interest at such rates and shall mature as a Term Bond with such mandatory sinking fund installments as are set forth in a schedule approved by the Authorized Officer prior to or simultaneously with the issuance of the Series 2018 Bonds, provided that the final maturity of the Series 2018 Bonds shall not extend beyond 30 years from the Date of Issue.
Interest on the Series 2018 Bonds shall be payable on such dates as determined by the Authorized Officer. The Record Dates for the payment of interest on the Series 2018 Bond shall be the 15th day of the month prior to each Bond Payment Date.

The Series 2018 Bonds shall be subject to redemption prior to maturity, upon such terms and conditions, and at such prices, as may be established by an Authorized Officer prior to or simultaneously with the issuance of the Series 2018 Bond.

Section 3.04 Authentication; Payment of Series 2018 Bond

(a) The Series 2018 Bonds shall be authenticated on such date as they shall, in each case, be delivered. Each Series 2018 Bond shall bear interest from the Date of Issue if no interest has yet been paid; otherwise from the last date to which interest has been paid and which date is on or prior to the date of such Series 2018 Bond’s authentication.

(b) The interest on the Series 2018 Bonds shall be paid by check or draft mailed from the office of the Trustee to the person in whose name the Series 2018 Bonds are registered at the close of business on the Record Date; provided, however, that any Holder of such Series 2018 Bond in the aggregate principal amount of $1,000,000 or more may request (in writing, delivered to the paying agent), prior to the applicable Record Date, that interest payments be made by wire transfer to such Holder at an account maintained by a financial institution located in the continental United States specified in such request.

Section 3.05 Denomination and Numbering of the Series 2018 Bond

The Series 2018 Bonds shall be issued in the denomination of $5,000 or any multiple thereof, not exceeding the principal amount of the Series 2018 Bonds maturing in such year. Each Series 2018 Bond shall be numbered by the Trustee in such a fashion as to reflect the fact that it is one of the Series 2018 Bonds, and to identify the owner thereof on the books kept by the Registrar. The initial maturity of the Series 2018 Bonds shall be numbered R-1, and thereafter sequentially “R-” numbered for identification.

Section 3.06 Establishment of 2018 Interest Account and 2018 Principal Account

In accordance with Section 6.02 of the Bond Ordinance, the 2018 Interest Account and 2018 Principal Account are hereby directed to be established by the Trustee within the Bond Fund on the date of original delivery of the Series 2018 Bonds for the benefit of the Holders of the Series 2018 Bond. In the event that more than one Series of Bonds is issued pursuant to the terms of this 2018 Series Ordinance, additional Interest Accounts and Principal Accounts shall be established for each such Series.

Section 3.07 2018 Debt Service Reserve Fund

In accordance with Section 7.03 of the Bond Ordinance and the terms of this 2018 Series Ordinance, if an Authorized Officer determines that the 2018 Debt Service Reserve Fund is necessary and desirable, he shall direct the Trustee to establish such 2018 Debt Service Reserve
Fund. If established, the 2018 Debt Service Reserve Fund shall be maintained by the Trustee in accordance with the provisions of the Bond Ordinance in an amount equal to the 2018 Reserve Requirement, as may be determined in accordance with Section 4.11 hereof. The 2018 Debt Service Reserve Fund, if established, may be funded by cash or another method permitted by Section 7.05(D) of the Bond Ordinance, such method of funding to be determined by an Authorized Officer.

Section 3.08  Appointment of Trustee, Paying Agent and Registrar

The Trustee is hereby appointed to act as Trustee, Paying Agent, and Registrar under the Bond Ordinance and this 2018 Series Ordinance. The Trustee shall signify its acceptance of the duties of Trustee, Paying Agent and Registrar upon delivery of the Series 2018 Bond. The County shall pay to the Trustee from time to time reasonable compensation based on the then-standard fee schedule of such parties for all services rendered under the Bond Ordinance and this 2018 Series Ordinance, and also all reasonable expenses, charges, counsel fees, and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under the Bond Ordinance and this 2018 Series Ordinance.

The Series 2018 Bond shall be presented for registration of transfers and exchanges, and notices and demands to or upon the Trustee and the County in respect of the Series 2018 Bond may be served at the corporate trust office of the Trustee.

The Trustee shall be a member of the Federal Deposit Insurance Corporation (the “FDIC”) and shall remain such a member throughout the period during which it shall act as Trustee, Paying Agent, and Registrar. The Trustee, in its capacity as Trustee, Paying Agent, and Registrar, shall accept its appointment by a written instrument embodying its agreement to remain a member of the FDIC. Unless the same be secured as trust funds in the manner provided by the applicable regulations of the Comptroller of the Currency of the United States of America, and unless otherwise provided for in the Bond Ordinance and in this 2018 Series Ordinance, all moneys in the custody of the Trustee in excess of the amount of such deposit insured by the FDIC, shall be secured by Government Obligations at least equal to the sum on deposit and not insured by the FDIC.

Section 3.09  Form of Series 2018 Bond

The Series 2018 Bond, together with the certificate of authentication, certificate of assignment and/or statement of insurance, if any, are to be in substantially the form attached hereto as Exhibit A with such necessary and appropriate variations, omissions and insertions as permitted or required upon advice of Bond Counsel and as determined by an Authorized Officer, or as otherwise authorized by the Bond Ordinance or this 2018 Series Ordinance. The execution of the Series 2018 Bond shall constitute conclusive evidence of the approval of any changes to the form of any Series 2018 Bond.
Section 3.10  Book-Entry System

Pursuant to Section 3.17 of the Bond Ordinance, the Series 2018 Bonds will be eligible securities for the purposes of the Book-Entry System of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and transfers of beneficial ownership of the Series 2018 Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of a $5,000 principal amount of the Series 2018 Bonds of the same maturity or any integral multiple of $5,000, with each increment of $5,000 being separately of a single maturity.

The Series 2018 Bonds shall be issued in fully registered form, one certificate for each of the maturities of the Series 2018 Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of, premium, if any, or interest on the Series 2018 Bonds becomes due, the Trustee, from available monies on deposit for such purposes under the provisions of the Master Bond Ordinance, shall transmit or cause the Paying Agent to transmit to DTC an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of DTC as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of DTC shall be considered to be the owner of the Series 2018 Bonds so registered for all purposes of this 2018 Series Ordinance, including, without limitation, payments as aforesaid and receipt of notices and exercise of rights of beneficial owners of Series 2018 Bonds.

The Trustee shall notify DTC of any notice of redemption required to be given pursuant to this 2018 Series Ordinance at least thirty (30) days prior to the date fixed for redemption.

DTC is expected to maintain records of the positions of participants in the Series 2018 Bonds, and the participants and persons acting through participants are expected to maintain records of the beneficial owners in the Series 2018 Bonds. The County makes no assurances that DTC and its participants will act in accordance with such rules or expectations on a timely basis, and the County shall have no responsibility for any such maintenance of records of transfer or payments by DTC to its participants, or by the participants or persons acting through participants to the beneficial owners.

If (a) DTC determines not to continue to act as securities depository for the Series 2018 Bonds, or (b) the County has advised DTC of the County’s determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County of the Series 2018 Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor depository, Series 2018 Bonds of the same principal amount, interest rate and maturity.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in the best interest of the County not to continue the Book-Entry System of transfer or that the interest of the beneficial owners of the Series 2018 Bonds might be adversely affected if the Book-Entry System of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit them to make any such determination), and has made provision to so notify beneficial owners of the
Series 2018 Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the
Series 2018 Bonds together with an assignment duly executed by DTC, the County shall execute
physical certificates for, and cause to be authenticated and delivered pursuant to the instructions
of DTC, the Series 2018 Bonds in fully registered form, in substantially the form set forth in this
2018 Series Ordinance, in the denomination of $5,000 or any integral multiple thereof.

Notwithstanding any other provisions of the Bond Ordinance to the contrary, so long as
any Series 2018 Bond is registered in the name of Cede & Co., all payments with respect to the
principal of, premium, if any, and interest on such Series 2018 Bonds and all notices with respect
to such Series 2018 Bonds shall be made and given, respectively, to DTC, as provided in the
letter of representations from the County to DTC.

In connection with any notice or other communication to be provided to the Holders by
the County or the Trustee with respect to any consent or other action to be taken by the Holders,
the County or the Trustee, as the case may be, shall establish a record date for such consent or
other action and give the Securities Depository notice of such record date not less than fifteen
(15) days in advance of such record date to the extent possible.

Section 3.11 Delegations to Authorized Officer

The County Council hereby delegates to the Authorized Officer the authority: (a) to
determine the aggregate principal amount of the Series 2018 Bond to be issued, and the interest
rates, maturities and redemptions provisions with respect thereto; (b) to determine the Date of
Issue of the Series 2018 Bond; (c) to determine the amount of the 2018 Reserve Requirement and
the method of funding the 2018 Debt Service Reserve Fund, if any, including whether to
purchase an instrument; (d) to determine whether to issue the Series 2018 Bond in multiple
Series of Bonds; (e) to determine whether to borrow for capitalized interest; and (f) to make any
such other decisions concerning the Series 2018 Bond as may be necessary, appropriate or
otherwise delegated herein.

The Authorized Officer is further directed to consult with the County’s financial advisor
and such other advisors as he determines to be appropriate in making any such decisions.

[End of Article III]
ARTICLE IV
EXECUTION; NO RECOURSE

Section 4.01 Execution of the Series 2018 Bond

The Series 2018 Bond shall be executed and authenticated in accordance with the applicable provisions of the Bond Ordinance.

Section 4.02 No Recourse on the Series 2018 Bond

All covenants, stipulations, promises, agreements and obligations of the County contained in the Bond Ordinance or in this 2018 Series Ordinance shall be deemed to be the covenants, stipulation, promises, agreements and obligations of the County and not those of any officer or employee of the County in his or her individual capacity, and no recourse shall be had for the payment of the principal or redemption price of or interest on the Series 2018 Bond or for any claim based thereon or on the Bond Ordinance or on this 2018 Series Ordinance, either jointly or severally, against any officer or employee of the County or any person executing the Series 2018 Bond.

[End of Article IV]
ARTICLE V
APPLICATION OF BOND PROCEEDS

Section 5.01 Use and Disposition of Bond Proceeds

Upon the delivery of the Series 2018 Bond and receipt of the proceeds thereof, net of underwriter’s discount or premium, such funds shall be disposed of as follows:

1. accrued interest, if any, shall be applied to the payment of the first installment of interest or principal, or both, to become due on the Series 2018 Bonds;

2. net premium, if any, shall be applied to the payment of the first installment of principal, to become due on the Series 2018 Bonds;

3. if an Authorized Officer determines to fund the 2018 Debt Service Reserve Fund, the sum or instrument equal to the 2018 Reserve Requirement, whether in cash or otherwise;

4. the sum necessary to redeem or defease any portion of the Refunded Bonds shall be disbursed either (a) to an escrow agent in an amount necessary to defease and redeem at the applicable redemption date for any Refunded Bonds not being redeemed on the date of delivery of the Series 2018 Bonds, or (b) to the respective Holders of each respective Refunded Bond to be redeemed on the date of delivery of the Series 2018 Bonds, and

5. all remaining funds, including funds borrowed for capitalized interest, shall be deposited with the Trustee in the 2018 Project Fund (the “2018 Project Fund”) and used to defray the costs of the 2018 Project and the costs of issuance of the Series 2018 Bond. Amounts representing the costs of issuance of the Series 2018 Bond shall be kept in an account (the “2018 COI Account”) within the 2018 Project Fund.

Section 5.02 Establishment of 2018 Project Fund and 2018 COI Account

There is hereby established, in accordance with Section 4.01 of the Bond Ordinance, the 2018 Project Fund, and the 2018 COI Account within the 2018 Project Fund. There shall be paid into the 2018 Project Fund the sums prescribed by Section 5.01(5) hereof. The 2018 Project Fund shall be held and controlled by the Trustee, unless otherwise determined by the Authorized Officer at the closing of the Series 2018 Bond. Withdrawals for the payment of costs of issuance from the 2018 COI Account shall be made upon written order of the County by any Authorized Officer. The County shall requisition funds, including any funds required for the reimbursement of costs previously incurred, from the 2018 Project Fund upon written request to the Trustee. The Trustee shall be fully protected in releasing moneys from the 2018 Project Fund and the 2018 COI Account based upon such written orders of the County.
Subject to Section 15.16 of the Bond Ordinance, moneys in the 2018 Project Fund shall be invested and reinvested at the written direction of the County in Authorized Investments. Upon written notification from the County by any Authorized Officer that the payment of all costs of issuance for the Series 2018 Bond have been paid, the remaining sums therein shall be transferred by the Trustee and applied to the 2018 Debt Service Account. If there are any funds remaining in the 2018 Project Fund upon completion of the 2018 Project, such funds shall be transferred to the 2018 Debt Service Account and used to pay principal of and interest on the Series 2018 Bond as the same come due.

[End of Article V]
ARTICLE VI
SALE OF BONDS

Section 6.01 Sale of Bonds

The Series 2018 Bonds may be sold on a competitive as set forth at Section 6.02 hereof, or on a negotiated basis as set forth at Section 6.03 hereof, as determined by an Authorized Officer.

Section 6.02 Competitive Sale

The Bond may be sold at a date and time certain after public notice thereof. Bids may be received at such time and date and in such manner as determined by an Authorized Officer. Unless all bids are rejected, the award of the Bond may be made by an Authorized Officer to the bidder offering the most advantageous terms to the County, with the basis of such award to be set forth in the official notice of sale used in connection with the sale of the Bond (the “Official Notice of Sale”). In lieu of publishing the Official Notice of Sale in its entirety to notice the sale, an Authorized Officer may elect to publish an abbreviated form of such notice (the “Summary Notice of Sale”) and provide the Official Notice of Sale to those parties who request the same pursuant to the instructions provided in the Summary Notice of Sale.

Not less than 7 days following the publication of either the Official Notice of Sale or Summary Notice of Sale in a newspaper of general circulation in the State, and/or, if deemed appropriate by an Authorized Officer, in a financial publication published in the City of New York, New York. Any Series of Series 2018 Bonds sold on a competitive sale basis may be sold pursuant to either of the following methods as determined by an Authorized Officer:

(a) Competitive Direct Placement. The Bond may be sold to an institution or institutions on a date certain after public notice as a means of making a commercial loan. In such case, the County Council authorizes an Authorized Officer to distribute the Official Notice of Sale to prospective purchasers of the Series 2018 Bonds and award the same on the basis of the terms and conditions contained therein. The Bond shall be issued as a single Series 2018 Bond, without CUSIP identification (unless otherwise agreed by the direct placement purchaser and an Authorized Officer on behalf of the County). The purchaser of the Series 2018 Bonds shall execute an investor letter to the County acknowledging its purchase of the Series 2018 Bonds as a means of making a commercial loan.

(b) Competitive Public Offering. The Series 2018 Bonds may be sold in the public capital markets to an underwriter for the purpose of reselling such Bonds. In such case, the County Council hereby authorizes an Authorized Officer to prepare, or cause to be prepared, a Preliminary Official Statement and distribute the Preliminary Official Statement and the
Official Notice of Sale to prospective purchasers of the Series 2018 Bonds. The County Council authorizes an Authorized Officer to designate the Preliminary Official Statement as “final” for purposes of Rule 15c2-12 of the United States Securities and Exchange Commission. The Authorized Officers are further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bond so that it may be provided to the purchaser.

Section 6.03 Negotiated Sale

Any Series 2018 Bonds sold on a negotiated basis may be sold pursuant to either of the following methods as determined by an Authorized Officer

(a) Negotiated Direct Placement. The Series 2018 Bonds may be sold to an institution or institutions as a means of making a commercial loan pursuant to negotiation after the solicitation of financing proposals. In such case, the County Council authorizes an Authorized Officer to distribute the Official Notice of Sale to prospective purchasers of the Bond and award the Series 2018 Bonds on the basis of the terms and conditions contained therein. Such Series 2018 Bonds shall be issued as a single Series 2018 Bonds, without CUSIP identification (unless otherwise agreed by the direct placement purchaser and an Authorized Officer on behalf of the County). The purchaser of such Series 2018 Bonds shall execute an investor letter to the County acknowledging its purchase of the Bond as a means of making a commercial loan.

(b) Negotiated Public Offering. The Series 2018 Bonds may be sold to an underwriter pursuant to the terms of a bond purchase agreement for resale in the public capital markets. The underwriter shall be selected after soliciting proposals for the same and the bond purchase agreement shall be executed by an Authorized Officer upon advice of Bond Counsel and the County’s municipal financial advisor. The execution of the bond purchase agreement by such Authorized Officer shall constitute conclusive evidence of his or her approval thereof. In such case, the County Council hereby authorizes an Authorized Officer to prepare, or cause to be prepared, a Preliminary Official Statement and authorize the distribution of the Preliminary Official Statement by the underwriter. The County Council authorizes an Authorized Officer to designate the Preliminary Official Statement as “final” for purposes of Rule 15c2-12 of the United States Securities and Exchange Commission. The Authorized Officers are further authorized to see to the completion of the final form of the Official Statement upon the sale of such Series 2018 Bonds so that it may be provided to the underwriter.

[End of Article VI]
ARTICLE VII

COMPLIANCE WITH REQUIREMENTS OF THE CODE

Section 7.01 General Covenant

The County hereby represents and covenants that it will comply with all requirements of the Code, and that it will not take any action which will, or fail to take any action (including, without limitation, filing the required information report with the Internal Revenue Service) which failure will, cause interest on the Series 2018 Bonds to become includable in the gross income of the Holders thereof for federal income tax purposes. Without limiting the generality of the foregoing, the County represents and covenants that:

(a) All property financed or refinanced with the net proceeds of the Series 2018 Bonds will be owned by the County for federal income tax purposes.

(b) The County shall not permit the proceeds of the Series 2018 Bonds or any property financed or refinanced with the proceeds of the Series 2018 Bonds to be used such that (i) five percent (5%) or more of such proceeds are considered as having been used in a Private Business Use; or (ii) an amount greater than the lesser of five percent (5%) of such proceeds or $5,000,000 are considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit as provided in Section 141(c) of the Code.

(c) The County is not a party to and will not enter into or permit any other party to enter into, any contracts with any entity involving the management of any property provided with the proceeds of the Series 2018 Bonds that do not conform to the guidelines set forth in Revenue Procedure 2017-13, or a successor revenue procedure, Code provision or Federal Income Tax Regulation.

(d) The County will not sell or lease or permit any other party to sell or lease, any property financed or refinanced with the proceeds of the Series 2018 Bonds to any person unless it obtains the opinion of nationally recognized bond counsel that such lease, sale or other disposition will not adversely affect the tax exemption of the Series 2018 Bonds.

(e) The Series 2018 Bonds will not be “federally guaranteed” within the meaning of Section 149(b) of the Code. The County shall not enter into any leases or sales or service contracts with any federal government agency unless it obtains the opinion of nationally recognized bond counsel that such action will not adversely affect the tax exemption of the Series 2018 Bonds.
Section 7.02 Arbitrage Covenant; Authorization to Execute Tax Certificate

(a) The County hereby covenants that no use of the proceeds of the Series 2018 Bonds will 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 an issue of “arbitrage bonds,” as defined in the Code, and that it will comply with the requirements of Section 148 of the Code and Regulations with respect to the Series 2018 Bonds.

(b) In order to comply with the requirements of paragraph (a) of this Section, the County further agrees to compute and pay arbitrage rebate required under Section 148(f) of the Code.

(c) Supplemental to the covenants of Section 7.01 hereof and in no way in limitation thereof, the Authorized Officer of the County is hereby authorized and directed to execute, at or prior to delivery of the Series 2018 Bonds, a certificate or certificates specifying actions taken or to be taken by the County, and the reasonable expectations of such officials, with respect to the Series 2018 Bonds.

[End of Article VII]
ARTICLE VIII
CONTINUING DISCLOSURE

Section 8.01 State Law Continuing Disclosure

The County covenants to comply with the requirements of Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, by filing with a central repository for availability in the secondary bond market, when requested:

(i) An annual independent audit, within thirty (30) days of the County’s receipt of the audit; and

(ii) Event specific information within thirty (30) days of an event adversely affecting more than five percent (5%) of the Gross Revenues or the County’s tax base.

The County specifically reserves the right to amend the above covenant in order to reflect any applicable change in law, including without limitation said Section 11-1-85, without the consent of the Trustee or the Holders of any Series 2018 Bonds.

Section 8.02 Rule 15c2-12 Undertaking

An Authorized Officer is hereby authorized to execute and deliver on behalf of the County a continuing disclosure undertaking in a form traditionally used in connection with municipal bond offerings to satisfy the requirements of Rule 15c2-12 or as otherwise determined necessary or desirable by the Authorized Officer to provide information regarding the County on an annual basis while any Series 2018 Bonds are Outstanding. The County hereby covenants and agrees to comply with and carry out its obligations pursuant to said undertaking, if any.

Section 8.03 Remedy

The only remedy for failure by the County to comply with the covenants set forth in Sections 8.01 or 8.02 hereof shall be an action for specific performance of such covenants; and failure to comply with such covenants shall not constitute a default or an “Event of Default” under the Bond Ordinance or this 2018 Series Ordinance. The Trustee shall have no responsibility to monitor the County’s compliance with such covenants. However, any Holder of the Series 2018 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this Article.
ARTICLE IX
BORROWING IN ANTICIPATION OF BONDS

Section 9.01 Generally

Pursuant to the BAN Act, there may be issued from time to time, at the discretion of an Authorized Officer, bond anticipation notes ("BANs") in aggregate principal amount not exceeding $28,750,000 in anticipation of the issuance of the Bond. If BANs are issued and if, upon the maturity thereof an Authorized Officer should determine that it would be in the best interest of the County to renew or refund the BANs, they are authorized to renew or refund the BANs from time to time until an Authorized Officer determines to issue the Bond, and the Bond is issued. The form of the BAN shall be approved by an Authorized Officer.

Without limiting the generality or specifics of any other provision in this Ordinance, the term “Bond” as used in Articles V, VII, and IX shall include BANs.

Section 9.02 Terms of BANs

The BANs shall be dated and bear interest from its date of issuance or from such other date or dates as may be agreed to by the County and the purchaser thereof, payable upon the stated maturity thereof and shall mature on such dates as determined by an Authorized Officer, provided that no BAN shall mature on a date which is later than one year following the issuance thereof. Interest on the BANs shall be calculated on the basis of a 360-day year of twelve 30-day months. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of the Paying Agent. The BAN may be issued as a draw-down obligation with interest beginning to accrue thereunder as amounts are advanced from the purchaser. The BANs may be issued in denominations of $1,000 and integral multiples thereof. The BANs shall be executed and sealed in the name and on behalf of the County in the same manner as the Series 2018 Bond. BANs bearing the manual or facsimile signature of an Authorized Officer at the time such BANs were so executed shall bind the County notwithstanding the fact that he may have ceased to be such Authorized Officer prior to the authentication and delivery of such BANs or was not such Authorized Officer at the date of the authentication and delivery of the BANs.

Section 9.03 Paying Agent and Registrar for BANs; Place and Time of Payment

The County or the Trustee, in the discretion of an Authorized Officer, shall serve as Paying Agent for the BAN, and the payments shall be made by the Paying Agent to the Person appearing on each Record Date on the registration books of the County, which books shall be held by Registrar, as the registered owner thereof, by check or draft mailed from the Paying Agent to such registered owner at his or her address as it appears on such registration books in sufficient time to reach such registered owner on the payment dates. Payment of the final payment on the BAN shall be made when the same is due and payable upon the presentation and surrender for cancellation of the BAN at the administrative office of the Paying Agent, or upon such other condition or indicia of satisfaction as may be mutually agreed-upon by the County and the purchaser of the BAN.
Section 9.04  Sale of BANs

The BANs may be sold at public or private sale, pursuant to competitive or negotiated methods of sale. Bids therefor shall be received until such time and date to be selected by an Authorized Officer. Notice of sale of the BANs shall be given in a manner determined by an Authorized Officer. Upon receipt of bids for the BANs, if any, an Authorized Officer shall, and is hereby authorized to, award the BANs to the bidder offering the lowest interest cost therefor, the method of calculation of which shall be set forth in the notice of sale and determined at an Authorized Officer’s discretion, without further action on the part of the County if an Authorized Officer shall determine that it is in the interest of the County to make such award.

Section 9.05  Form and Execution of BANs

The BANs shall be issued in physical form registered the name of the Holder with such terms and conditions, not inconsistent with this Ordinance, as shall be determined by an Authorized Officer. No BAN shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless there shall be endorsed on such BAN a certificate of authentication duly executed by the manual signature of the Registrar and such certificate of authentication upon any BAN executed on behalf of the County shall be conclusive evidence that the BAN so authenticated has been duly issued hereunder and that the Holder thereof is entitled to the benefit of the terms and provisions of this Ordinance.

Section 9.06  Exchange and Transfer of BANs

Conditions as to ownership, exchange, transfer, replacement and payment of BANs shall be as provided for the Series 2018 Bonds herein, except as expressly provided in this Ordinance to the contrary.

Section 9.07  Optional Redemption of BANs

The BANs may, at the discretion of an Authorized Officer, be subject to redemption prior to their stated maturity, on such terms and conditions as an Authorized Officer may prescribe, except that the maximum premium to be paid for prior redemption shall not exceed one half of one percent (1/2%).

Section 9.08  Security for BANs

For the payment of the principal of and interest on the BANs as the same shall fall due, the BANs shall be secured in the same manner as the Series 2018 Bonds. In addition thereto, so much of the principal proceeds of the Series 2018 Bonds when issued shall and is hereby directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and pledges to effect the issuance of the Series 2018 Bonds or, in the alternative, to refund or renew Outstanding BANs in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto. Pursuant to Section 11-17-30 of the South Carolina Code, nothing shall prevent the County in its discretion from appropriating other legally
available funds to the payment of the principal of and interest on the BAN, consistent with the foregoing.

Section 9.09  Application of BAN Proceeds

Proceeds from the sale of the BANs shall be applied in the manner as provided herein for the Series 2018 Bonds.

Section 9.10  Tax Exemption for BANs

Both the principal of and interest on the BANs shall be exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except estate or other transfer taxes, and certain fees or franchise taxes.

[End of Article IX]
ARTICLE X

MISCELLANEOUS

Section 10.01 Severability

If any one or more of the covenants or agreements provided in this 2018 Series Ordinance on the part of the County or any fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this 2018 Series Ordinance.

Section 10.02 Additional Documents

The County Council authorizes the Authorized Officers, jointly or severally, to execute and sign all other documents, instruments, and certifications necessary or desirable to effect the purchase, sale, and delivery of the Series 2018 Bonds.

Section 10.03 Table of Contents and Section Headings Not Controlling

The Table of Contents and the headings of the several articles and sections of this 2018 Series Ordinance have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this 2018 Series Ordinance.

[End of Article X]
DONE IN MEETING DULY ASSEMBLED, this ___ day of ____________, 2018.

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey Croegaert
Clerk to Anderson County Council

ANDERSON COUNTY, SOUTH CAROLINA

__________________________________________
Tommy Dunn, Chairman
Anderson County Council

__________________________________________
Leon C. Harmon
County Attorney

First Reading:
Second Reading:
Third Reading:
Public Hearing:
(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
ANDERSON COUNTY
SPECIAL SOURCE REVENUE BONDS
SERIES 2018

No. R-1

<table>
<thead>
<tr>
<th>Interest Rate</th>
<th>Maturity Date</th>
<th>Dated Date</th>
<th>CUSIP</th>
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</thead>
</table>

Registered Holder: CEDE & CO.

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that Anderson County, South Carolina (the "County"), acknowledges itself justly indebted and, for value received, hereby promises to pay to the Registered Holder named above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, upon presentation and surrender of this Bond at the principal office of _________ (the "Registrar and Paying Agent"), and to pay interest on such principal sum at the interest rate set forth above (calculated on the basis of a 360-day year of twelve 30-day months), until the County’s obligation with respect to the payment of such principal sum shall be discharged.

This Bond bears interest from the ____ 1 or the ____ 1 to which interest has been paid next preceding the authentication date hereof, unless the authentication date hereof is ____ 1 or the ____ 1, in which event this Bond will bear interest from the earlier of such authentication date or the date to which interest has last been paid; provided, that if the authentication date hereof precedes _________1, 201_, or if the County shall fail to pay interest on _________1, 201_, then this Bond will bear interest from _________, 201_. Interest on this Bond is payable semiannually on _____ and _____ of each year commencing _____, until this Bond matures.

Interest hereon shall be payable by check or draft mailed to the person in whose name this Bond is registered on the Registry Books maintained by the Registrar and Paying Agent, at the close of business on the 15th day of the calendar month next preceding each semiannual interest payment date. The principal and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

A- 1
This Bond is one of an issue of Bonds (the "Bonds") of like date of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of $________, issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended; a bond ordinance enacted by the County Council of the County on _________, 2018; and series ordinance duly enacted by the County Council of the County, on ________, 2018 (together, the "Ordinance").

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinance. Certified copies of the Ordinance are on file at the Corporate Trust Office of the Trustee and in the offices of the Clerk of Court for Anderson County, South Carolina.

The Bonds are being issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's Participants, beneficial ownership of the Bonds in the principal amount of $5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County, and the Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this Bond, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of this Bond, notwithstanding, the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements between the Paying Agent or its successors under the Ordinance and the Securities Depository.

[INSERT REDEMPTION PROVISIONS]

[If any of the Series 2018 Bonds, or portions thereof, are called for redemption, the Trustee will give notice to the Holder of this Bond in the name of the County, of the redemption of such Series 2018 Bonds, or portions thereof. Notice and redemption conditions shall otherwise comply with Section 4.13 of the Bond Ordinance.]
This Series 2018 Bond is issued pursuant to and in accordance with the Constitution and statutes of the State of South Carolina (the “State”) including particularly Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the “South Carolina Code”), and by an ordinance entitled, “A MASTER BOND ORDINANCE TO PROVIDE FOR THE ISSUANCE OF SPECIAL SOURCE REVENUE BONDS OF ANDERSON COUNTY, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO,” enacted by the County Council of Anderson County (the “County Council”), the governing body of the County, on __________, 2018 (the “Bond Ordinance”), and a series ordinance entitled, “A SERIES ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF SPECIAL SOURCE REVENUE BONDS OF ANDERSON COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING TWENTY EIGHT MILLION SEVEN-HUNDRED FIFTY THOUSAND DOLLARS ($28,750,000); AND OTHER MATTERS RELATING THERETO” (the “2018 Series Ordinance”) duly enacted by the County Council on __________, 2018 (the Bond Ordinance and the 2018 Series Ordinance are hereinafter together referred to as the “Ordinances”).

This Series 2018 Bond is being issued 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 Series 2018 Bonds.

For the payment of the principal of and interest on this Series 2018 Bond issued pursuant to the Ordinances, there are hereby irrevocably pledged the Pledged Revenues. Such pledge securing this Series 2018 Bond shall have priority over all other pledges except those made to secure any Bonds (as defined hereinbelow) as may be currently outstanding or issued from time to time in the future.

THIS SERIES 2018 BONDS ARE PAYABLE SOLELY FROM THE PLEDGED REVENUES DERIVED IN 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; NOT SECURED BY OR IN ANY WAY ENTITLED TO A PLEDGE OF THE FULL FAITH, CREDIT AND TAXING POWER OF THE COUNTY; NOT AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION BUT ARE PAYABLE SOLELY FROM A SPECIAL SOURCE THAT DOES NOT INCLUDE REVENUES FROM ANY TAX OR LICENSES; AND NOT A PECUNIARY LIABILITY OF THE ISSUER OR A CHARGE AGAINST THE ISSUER'S GENERAL CREDIT OR TAXING POWER. THE COUNTY IS NOT OBLIGATED TO PAY THIS SERIES 2018 BOND, OR THE INTEREST THEREON, SAVE AND EXCEPT FROM THE PLEDGED REVENUES.
The Bond Ordinance authorizes the issuance of additional bonds on a parity with the Series 2018 Bond, and any outstanding parity bonds which, when issued in accordance with the provisions of the Bond Ordinance, will rank equally and be on a parity herewith and therewith (the “Additional Bonds” and together with this Series 2018 Bond, collectively the “Bonds”).

The Ordinances contain provisions defining terms set forth the Pledged Revenues pledged for the payment of the principal of and interest on the Series 2018 Bonds and the Bonds of other series which may hereafter be issued on parity herewith under the Bond Ordinance set 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 set forth the terms and conditions upon which this Bond is issued and upon which other Bonds may be hereinafter issued payable as to principal premium if any and interest on 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 Ordinances to all of the provisions of which any Holder of this Bond by the acceptance hereof thereby assents. The provisions of the Enabling Act and the Ordinances shall be contract with the Holder of this Bond.

The Bond Ordinance provides that, in addition to other remedies, upon a default in payment of principal of or interest on any Bond, the Trustee may, and upon the written request of the Holders of not less than fifty-one percent (51%) in aggregate principal amount of Bonds Outstanding shall, declare all Bonds Outstanding immediately due and payable.

This Series 2018 Bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer and certain franchise taxes.

This Series 2018 Bond is transferable, as provided in the Bond Ordinance, only upon the registration books of the County kept for that purpose and maintained by the Registrar, by the holder hereof in person or by his duly authorized attorney, upon (a) surrender of this Series 2018 Bond and an assignment with a written instrument of transfer satisfactory to the Trustee or any other Registrar, as the case may be, duly executed by the Holder hereof or his duly authorized attorney and (b) payment of the charges, if any, prescribed in the Ordinances. Thereupon a new Series 2018 Bond of the then outstanding principal amount, then current maturity schedule and interest rate shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance. The County, the Trustee and the Registrar may deem and treat the person in whose name this Series 2018 Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.
For every exchange or transfer of the Series 2018 Bonds, the County or the Trustee or Registrar, as the case may be, may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State to exist, be performed or happen precedent to or in the issuance of this Series 2018 Bond, exist, have been performed and have happened, that the amount of this Series 2018 Bond, together with all other indebtedness of the County, does not exceed any limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, ANDERSON COUNTY, SOUTH CAROLINA, has caused this Series 2018 Bond to be signed by the signature of the Chairman of the County Council of the County, its corporate seal to be reproduced hereon and the same to be attested by the signature of the Clerk to County Council.

(SEAL)

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey Croegaert
Clerk to Anderson County Council

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman
Anderson County Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney
CERTIFICATE OF AUTHENTICATION

This Series 2018 Bond is the Series 2018 Bond described in the within mentioned Ordinances.

______________________, as Registrar

By: ______________________________

Authorize Officer

Date: ________________________, 2018
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 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.

Dated: __________________________

(Signature Guaranty) __________________________

Authorized Individual or Officer

NOTICE: Signature(s) to the assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every particular, without alteration or any change whatever.

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program enlargement.
ORDINANCE NO. 2018-044

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 B 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 B as so revised, without further action by either county.

DONE in meeting duly assembled this ___ day of __________, 20__.

ATTEST: ANDERSON COUNTY, SOUTH CAROLINA

__________________________
Rusty Burns
Anderson County Administrator

__________________________
Tommy Dunn, Chairman
Anderson County Council

__________________________
Lacey Croegaert
Clerk to Anderson County Council

(SEAL)

APPROVED AS TO FORM:

__________________________
Leon C. Harmon
County Attorney

First Reading: ___________________________
Second Reading: ___________________________
Third Reading: ___________________________
Public Hearing: ___________________________
A portion of those certain pieces, parcels, or tracts of land, with all improvements thereon, situate lying or being in the County of Anderson, State of South Carolina, bearing Tax Map Numbers:

**Project Adams:** 217-00-03-088 and 217-00-03-008;

**Project AcePelzer:** 215-00-07-006 and 219-00-04-008;

**Project Webster:** 190-00-08-002;

**Project Whitt:** 215-00-07-006; and

**Project Indigo:** 203-00-05-002.
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__, __________, 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__.

_________________________________________________________________

Lacey Croegaert
Clerk, Anderson County Council

Dated: __________, 20__
RESOLUTION NO. 2018-051

A RESOLUTION APPROVING THE PROPERTY DEVELOPMENT AGREEMENT WITH PEACH PROPERTIES, INC. FOR THE COUNTY SQUARE PROJECT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina desires to develop the County Square Project as a mixed use development;

WHEREAS, through a selection process based upon responses received to a Request for Qualifications, the County Administrator has negotiated a Property Development Agreement with Peach Properties, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Anderson County Council in meeting duly assembled that:

1. The Anderson County Council hereby approves the Property Development Agreement, attached as EXHIBIT A, with Peach Properties, Inc. for development of the County Square Project. The County Administrator is authorized to execute the Agreement on behalf of Anderson County.

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

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

4. This resolution shall take effect and be in force immediately upon enactment. Resolved in meeting duly assembled this 18th day of September, 2018.

ATTEST: FOR ANDERSON COUNTY

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

_________________________
Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

_________________________
Leon C. Harmon
County Attorney
PROPERTY DEVELOPMENT AGREEMENT

THIS PROPERTY DEVELOPMENT AGREEMENT (the “Agreement”), is made as of the Effective Date, by and between PEACH PROPERTIES, INC. (“Developer”), a South Carolina corporation, and ANDERSON COUNTY, SOUTH CAROLINA (“County”), a county of the State of South Carolina and is declared to be a perpetual body, politic and corporate.

WITNESSETH

WHEREAS, County is currently the owner of three tracts of partially improved property containing 0.871 of an acre, 0.124 of an acre, and 0.294 of an acre, respectively, located in the City of Anderson, South Carolina, all as more fully shown on that certain “ALTA/NSPS Boundary Survey of 3 Parcels of Land” dated October 31, 2017, prepared by F&S Surveyors Engineers & Planners, Inc., a reduced copy of which is attached hereto as Exhibit A (the “Project Property”); and

WHEREAS, County desires that the Project Property be developed as a mixed-use commercial project to be known as “County Square” which may contain office, retail, hotel, convention/visitor bureau, and/or multi-family space (the “Project”); and

WHEREAS, County and Developer have engaged in discussions concerning the development of the Project Property; and

WHEREAS, County now desires that Developer be the party to develop the Project and Developer has agreed to manage and pursue the development of the Project; and

WHEREAS, notwithstanding that much work still remains to be done to evaluate the Project Property, County and Developer are mutually committed to pursue the development of the Project Property and to allow Developer time, as provided in this Agreement, to make studies so that it can prepare its recommendations for the development of the Project Property in a manner that is consistent with County and Developer discussions; and

WHEREAS, County and Developer acknowledge that if Developer proceeds to implement the development plan as recommended by Developer, various additional agreements affecting the Project will need to be negotiated or finalized and executed between County and Developer, as well as with third parties; and

WHEREAS, Developer and County desire to enter into this binding agreement to acknowledge their mutual commitment to the Project and to set forth certain duties and responsibilities as they relate to the Project Property and the Project.

NOW, THEREFORE, for and in consideration of these premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and County hereby agree as follows:

1. **Incorporation of Recitals.** The preambles set forth above are hereby incorporated into this Agreement.

2. **Agreement Consideration.** County acknowledges that Developer will expend funds for the Investigations (as defined below) which are adequate, independent consideration for this Agreement.

3. **Status of Project Property.** To the best of County’s knowledge without making any inquiry, County is the owner in fee simple title of Project Property. Simultaneously with the execution of
this Agreement, County agrees that it will terminate all other agreements regarding the marketing or sale of the Project Property. County agrees not to market and to enter into any other agreement concerning the Project Property while Developer pursues the development of the Project Property in accordance with the terms of this Agreement.

4. Development Study Phase; Developer Responsibilities. Developer agrees to undertake and County agrees that Developer, and its agents and consultants, shall have the right to enter upon Project Property and to make all inspections, tests, studies, and investigations of the condition of Project Property which it may deem necessary and to conduct such marketing, development, and other studies as Developer may desire to prepare its recommendations for the development of the Project Property in a manner consistent with County and Developer discussions, all of which shall be undertaken at Developer’s expense (collectively, the “Investigations”). Developer anticipates that this development study phase will be approximately ninety (90) days from the Effective Date (the “Development Study Phase”). Developer shall present its development recommendations based upon the results of the Investigations (the “Initial Development Plan”) to County in order for County to give its input. The Investigations undertaken by Developer include, but are not limited to the following:

(a) Commission and complete market study;
(b) Locate and meet with potential tenants;
(c) Distill market information to determine building use, mix and size; and
(d) Confirm the status of title to the Project Property to determine that County has indefeasible title to the Project Property, subject only to the exceptions acceptable to Developer.

5. Conceptual Design Phase; Developer Responsibilities. Based upon the Initial Development Plan, Developer agrees to undertake the preparation of the conceptual design of the Project (the “Conceptual Design”). Developer anticipates that this conceptual design phase will be approximately sixty (60) days from the end of the Development Study Phase (the “Conceptual Design Phase”). Developer shall deliver the Conceptual Design to County and the parties shall have thirty (30) days from the date of the delivery of the Conceptual Design (the “Design Review Phase”) to discuss and collaborate on such changes to Conceptual Design as County may reasonably require and Developer determines are feasible based upon input from Developer's architect. Developer and County will fully cooperate and use best efforts during the Design Review Phase to make such adjustments as may be necessary to agree upon a mutually acceptable Conceptual Design. If this collaboration identifies changes to the Conceptual Design which are acceptable to the parties but cannot be completed during the Design Review Phase, then parties shall extend the Conceptual Design Phase by thirty (30) days. Developer and Developer’s architect shall present the Conceptual Design to County. County shall have thirty (30) days, which the County may extend, in its sole discretion, once for an additional fifteen (15) days, from receipt of the proposed Conceptual Design to accept or reject the Developer’s proposal (“County Review Period”). During the County Review Period, the County staff anticipates presenting the Conceptual Design to the County’s governing body for review, comment, and approval or rejection. County’s failure to reject the proposed Conceptual Design during the County Review Period constitutes acceptance. The actions undertaken by Developer during the Conceptual Design Phase include, but are not limited to the following:

(a) Develop conceptual plans with an architect chosen by Developer and update appropriately based upon Developer’s findings and recommendations.
(b) Estimate construction costs based upon current market conditions and comparable projects.
(c) Present conceptual plans to tenant prospects and begin lease negotiations.

6. Final Design Phase; Developer Responsibilities. Based upon the Conceptual Design and any revisions agreed upon pursuant to the terms of Section 5 above, Developer shall deliver its final proposed plan for the development of the Project Property as the proposed Final Development Plans to County. County shall have fifteen (15) days from receipt of the proposed Final Development Plan to provide any comments to the proposed Final Development Plan. County and Developer shall work collaboratively to address any County comments. Thereafter, the proposed Final Development Plans shall become the Final Development Plans. The term “Final Development Plans” as used herein shall mean and refer to any and all plats, plans, specifications, working or construction drawings, environmental studies, zoning applications, preliminary site plans, and other items of engineering and information related to the Project Property required to be approved by the appropriate governmental authorities, utility providers or other entities in order to obtain the appropriate permits and approvals to develop the Project Property in accordance with the Final Development Plans. Developer anticipates that this final design phase will be approximately one hundred fifty (150) days from the end of the Conceptual Design Phase (the “Final Design Phase”). The actions undertaken by Developer during this phase include, but are not limited to the following:

   (a) Engage engineers, architects and other professionals to prepare the final plans for the development and construction of site improvements on the Project Property, which will address grading, water, sewer, storm drainage, curbing, paving, parking areas, sidewalks, entrance monument(s), amenities, landscaping, signage, street lights, location of buildings, and other plans and specifications for improvements required by applicable governmental authorities, as such may be revised from time to time based upon development needs.

7. Construction Phase; Developer Responsibilities. Thereafter and until final construction of the Project, Developer shall timely and diligently pursue all necessary and appropriate actions to complete the development of the Project Property (the “Construction Phase”). The actions undertaken by Developer during this phase include, but are not limited to the following:

   (a) Negotiate and/or bid construction contracts for the Final Development Plans;

   (b) Obtain all appropriate permits necessary for project construction;

   (c) Complete tenant leases for Project Property; and

   (d) Construct all site improvements in accordance with the Final Development Plans.

8. County Development Responsibilities. County shall be responsible for the following:

   (a) On or before ten (10) days after the Effective Date, County shall deliver or otherwise make available by electronic access to Developer, if not previously delivered in connection with this Agreement, copies of the following materials which pertain to the Project Property to the extent that such materials are reasonably within the current possession or control of County, County’s agents and/or County’s consultants: any governmental approvals, permits or correspondence; title insurance policies, title opinions or title reports; surveys; engineering data, reports, zoning approval, plans and tests, environmental data and reports, subdivision plans and reports, utility commitments, drainage reports, soils reports, zoning restrictions, deed restrictions, and other similar documents, and all recorded instruments affecting the Property.

   (b) County agrees to reasonably cooperate with Developer in its attempts to obtain approval of the Final Development Plans from the governmental authorities, including, without limitation,
joining in the execution of all applications and attending hearings or meetings. All costs and expenses incurred by Developer in connection with the preparation and submission of the Final Development Plans shall be paid by Developer.

(c) County agrees to grant or cause to be granted such vehicular and pedestrian access easements between the Project Property and County’s adjacent property as Developer determines are reasonably necessary to develop the Project Property in accordance with the Final Development Plans, in such locations as are indicated on the Final Development Plans.

(d) County agrees to grant or cause to be granted to Developer certain “Development Easements” (as that term is defined below) in, on and over any portions of real property adjacent to or near the Project Property owned by County, only to the extent reasonably necessary to construct offsite improvements, if required by Developer. For all purposes of this Agreement, the term “Development Easements” shall mean only those easements necessary for (i) temporary or permanent access to and from the Project Property and a public street, (ii) temporary construction, (iii) storm water management and drainage, and (iv) water and sewer, electricity, gas, cable television, etc., and other typical utility services needed for the development of the Project Property.

(e) Prior to the end of the Final Design Phase, Developer and County shall finalize the long-term lease agreement for the Project Property, which shall be executed by Developer and County prior to the Project Completion Date. The Master Lease shall include, among other things, (i) a lease term of ninety-nine (99) years), (ii) rent, (iii) ownership of leasehold improvements by Developer; (iv) permit leasehold financing to include mortgaging of the leasehold; (v) payment of real estate taxes, and (vi) the right to renew the Master Lease.

(f) Prior to the end of Final Design Phase, Developer and County shall finalize the office lease agreement for a building to be constructed on the Project Property (the “Office Lease”), which shall be executed by Developer and County prior to the Project Completion Date. The Office Lease shall include, among other things, (i) a lease term of at least [ten (10)] years, (ii) leased space of approximately 15,000 rentable square feet, and (iii) rent at below-market rate.

(g) County shall cause any portion of the Project Property impacted by a currently open street or road to be formally closed if such property is needed for the development of the Project Property for the Intended Use.

(h) Developer and County shall promptly commence and diligently pursue the negotiating and drafting of the substantially final form of the Master Lease and Office Lease. In no event shall Parties fail to complete this process more than 45 days after Effective Date.

9. **County’s Representations and Warranties.** County acknowledges that the representations and warranties, as hereinafter set forth, are a material inducement to Developer in entering into this Agreement. County, therefore, makes the following representations and warranties:

(a) **No Third-Party Options.** There are no existing agreements, options, commitments or rights with, of or to any person to acquire the Project Property or any interest therein.

(b) **Utility Service and Road Access.** To the best of County’s knowledge without making any inquiry, (i) water, electric, gas and sewer utility services are currently available to at the property line of the Project Property and (ii) such utilities are or shall be adequate for the intended use of the Project Property, provided, however, each of these utilities are provided by third parties over which County has no control. To the best of County’s knowledge without making any inquiry, (x) County is not aware of any action by federal state, or county authorities to widen or otherwise change the existing road
rights-of-way adjacent to the Project Property, and (y) the Project Property can have direct access to public rights-of-way.

(c) **Environmental Matters.** To the best of County’s knowledge without making any inquiry, County is not aware of any portion of the Project Property which consists of filled land, and the Project Property does not contain any hazardous wastes, hazardous substances, hazardous materials, toxic substances, hazardous air pollutants or toxic pollutants as those terms are used in the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, The Clean Air Act and the Clean Water Act, or in any regulations promulgated pursuant thereto, or in any applicable federal, state or local law, regulation or ordinance.

10. **Real Estate Taxes.** Relating to any property interest not held by County, County is not responsible for any real estate property taxes or special assessments during the term of this Agreement and the term of the Master Lease. Developer shall be solely responsible for the payment of any and all rollback taxes whenever assessed against the Project Property and shall timely pay such rollback taxes.

11. **Reserved.**

12. **Real Estate Commission.** Each party represents that it has not dealt with any brokers or finders with regard to this transaction. Developer agrees to indemnify, defend and save harmless County from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Developer or on its behalf with any broker or finder in connection with this Agreement or transactions contemplated hereby. The provisions of this Section shall survive any termination of this Agreement.

13. **County’s Representations.** To the best of County’s knowledge without making any inquiry, all representations and warranties of County contained in this Agreement are true and correct as of the date hereof.

14. **Costs and Expenses.** Except as otherwise set forth in this Agreement, Developer and County shall each be responsible for the payment of their respective costs and expenses associated with this Agreement and their respective obligations hereunder.

15. **Project Delays; Postponement of Project.**

(a) If Developer (or its contractor acting on its behalf) is delayed or hindered at any time in the progress of the Project by fire, adverse weather conditions not reasonably anticipated, any act or neglect of County, or any other causes beyond the reasonable control, including but not limited to strikes, pickets, material shortages, boycotts, national or regional lockouts or other national or regional labor disputes, acts of God, action or inaction or delay beyond customary response periods (e.g., issuance of permits or certificates of completion/occupancy) by any governmental or quasi-governmental entity, or civil disobedience, Developer shall provide prompt notice to County detailing such delay event and its anticipated duration, and Developer shall take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible.

(b) If, prior to the County’s approval of the Conceptual Design, Developer or County, in their reasonable discretion, determine that unforeseen circumstances have arisen that impact the economic feasibility of proceeding with the development of the Project Property, Developer or County may give the other party written notice of such party’s election to postpone the development of the Project Property for a reasonable period based upon the circumstances then existing. The parties shall cooperate with one another to adjust the timeline for the completion of the Project. If, after such
postponement, Developer or County determine in its reasonable discretion that it does not make economic sense to continue with the development of the Project, Developer or County may terminate this Agreement, and the parties shall have no further obligations to one another. If the County terminates this Agreement, County shall, within 60 days, reimburse Developer for all Developer's demonstrable expenses related to the Project.

16. **Default and Remedies.** County and Developer expressly agree that upon the event of any default or failure on the part of Developer or County to comply with the terms and conditions of the Agreement, then Developer or County may seek such remedies as are available at law or in equity.

17. **Entire Agreement; Successors; Headings.** This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, inducements or conditions, express or implied, oral or written and shall extend to and bind the successors and assigns of the respective parties hereto. The headings in this Agreement are for convenience of reference only and shall not affect the construction hereof.

18. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. With the prior written consent of County, which consent shall not be unreasonably withheld, Developer shall have the right to assign this Agreement to any entity affiliated with Developer formed for the purpose of developing the Project Property; provided, however, Developer shall remain jointly and severally liable for the obligations of Developer until the Project Completion Date or until this Agreement has been terminated pursuant to the terms herein.

19. **Incorporation by Reference.** All Exhibits referred to and attached to this Agreement are hereby deemed to be incorporated into this Agreement by reference as though set forth in full.

20. **Time.** Time is of the essence in this Agreement.

21. **Counterparts; Electronic Execution.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one agreement. This Agreement may be signed and transmitted by facsimile or other electronic means and the signature of any person on an electronically transmitted copy hereof shall be considered an original signature and have the same binding effect as an original signature on an original document. At the request of any party hereto, any electronic copy of this Agreement shall be re-executed by a party in original form. No party hereto may raise the fact that any signature was transmitted by electronic mail, a facsimile or other electronic means as a defense to the enforcement of this Agreement or any amendment hereto or other document executed in connection with the transaction contemplated by this Agreement.

22. **Notices.** Any notice, request, instruction or delivery of document to be given hereunder by any party hereto to any other party shall be in writing and shall be deemed to have been given: (i) upon delivery in person to such other party; (ii) if mailed, upon the expiration of three (3) business days after being deposited in the United States mail, registered or certified mail, postage pre-paid; (iii) if overnight delivery, upon the next business day, to the address of such party as set forth below or to such other address as such party shall furnish in writing to the party entitled to notice; (iv) if by facsimile, upon confirmation by sender's facsimile machine of delivery of the document; or (v) if by email, on the date the document was sent to the email address provided below or any email address otherwise verified by the party receiving notice:

If to County: Rusty Burns, County Administrator
Anderson County, South Carolina
101 South Main Street
Anderson, SC 29624
Telephone No. (864) 260-4031
Email: rburns@andersoncountysc.org

Leon C. Harmon
Anderson County Attorney
Anderson County, South Carolina
101 South Main Street
Anderson, SC 29624
Telephone No. (864) 222-2123
Facsimile No. (864) 260-4548
Email: lharmon@andersoncountysc.org

Peach Properties, Inc.
P.O. Box 101
Columbia, SC 29202
Attention: Ronald O. Swinson, Jr.
Telephone No. (803) 315-9710
Email: ronswinson@peachproperties.net

Turner, Padget, Graham & Laney, P.A.
1901 Main Street, 17th Floor (29201)
Post Office Box 1473
Columbia, South Carolina 29202
Attn: Lanneau Wm. Lambert, Jr., Esquire
Telephone No. (803) 254-2200
Facsimile No. (803) 799-3957
Email: llambert@turnerpadget.com

Personal delivery to a party or to any officer, partner, agent or employee of such party at its address herein shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Notwithstanding the foregoing, no notice of change of address shall be effective until the date of receipt thereof. An email address is considered verified if it is listed above or if it is used by a party in any reply email correspondence after the date of this Agreement unless notice is previously given that such email address has been taken out of service or is not to be used for notice purposes. Notice shall be deemed to have been given by email notwithstanding such email being sorted into a “junk”, “trash”, or similar folder by the recipient email account. This paragraph shall not be deemed to prohibit any other manner of delivering a notice or other document; provided, however, the burden of providing actual delivery by any other manner shall be upon the party delivering such notice or document.

23. Captions, Gender and Number. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Whenever the context so requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

24. Computation of Time. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State of South Carolina, in which event
the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5:00 p.m., local time.

25. **Extension of Time.** For those tasks contained in Sections 4, 5, 6 that Developer is to complete (collectively, “Developer Tasks,” each “Developer Task”), so long as Developer has promptly commenced and is diligently pursuing completion of the applicable Developer Task, without action by County, Developer may extend the time to complete the applicable Developer Task provided, however, in no event shall Developer have the right to extend the aggregate time within which to complete Developer Tasks beyond three hundred sixty-five (365) days from the Effective Date.

26. **Successors in Interest.** Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective heirs, personal representatives, successors and assigns of any party to this Agreement.

27. **Waiver.** Any consent to or waiver of any provision hereof shall not be deemed or construed to be a consent to or waiver of any other provision of this Agreement. Failure on the part of either party to complain of any act or failure to act of the other party, irrespective of the duration of such failure, shall not constitute a waiver or modification of rights hereunder. No waiver or modification hereunder shall be effective unless the same is in writing and signed by the party against whom it is sought.

28. **Governing Law, Jurisdiction, and Forum Selection.** This Agreement has been executed and delivered in the State of South Carolina (“State”), and its validity, interpretation, performance and enforcement and all matters relating thereto, shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina. The applicable State Court of Common Pleas with jurisdiction in Anderson County, South Carolina, is the sole and exclusive judicial forum and venue for the resolution of any disagreement arising from or relating to this Agreement.

29. **JURY TRIAL WAIVER. EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT EACH PARTY MAY HAVE OTHERWISE HAD TO A TRIAL BY JURY IN RESPECT TO ANY DISPUTE ARISING FROM OR RELATING TO THIS AGREEMENT.**

30. **Approval of Documents.** All documents in connection with the subject transaction shall be subject to approval by respective counsel and accountants for the parties hereto. In this connection, the parties agree to execute such other or further documents or instruments as may be reasonably necessary or desirable to further implement the transaction contemplated hereby.

31. **No Adverse Presumption.** It is acknowledged that this Agreement arose as the result of arms-length negotiations between the parties and that this Agreement, although prepared by representatives of Developer, was prepared with the advice, consent, recommendation and review of County and its counsel, and is the product of input by all parties. As a result, any ambiguity or uncertainty is not to be construed against the party whose counsel prepared this Agreement on the grounds that such party’s representatives drafted this Agreement.

32. **Effective Date.** The term “Effective Date” as used herein shall mean the later date on which County or Developer executes this Agreement below.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOW]
SIGNATURE PAGE FOR
PROPERTY DEVELOPMENT AGREEMENT

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS:

______________________________

By: __________________________

Ronald O. Swinson, Jr.
President

Date of Execution: _____________, 2018

PEACH PROPERTIES, INC.,
a South Carolina corporation
SIGNATURE PAGE FOR
PROPERTY DEVELOPMENT AGREEMENT

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS:

ANDERSON COUNTY, SOUTH CAROLINA
a perpetual body, politic and corporate

By: ________________________________
Name: ______________________________
Title: ______________________________

Date of Execution: ____________, 2018
EXHIBIT A
Existing Survey of Project Property
[to be provided prior to execution]
RESOLUTION NO.2018-052

A RESOLUTION REGARDING POTENTIAL IMPLEMENTATION OF A
HOSPITALITY TAX IN THE UNINCORPORATED AREAS OF ANDERSON COUNTY,
SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, an advisory referendum will be on the 2018 General Election ballot allowing
voters in the unincorporated areas of Anderson County to advise the Anderson County Council as
to whether they are in favor of imposition of a hospitality tax; and

WHEREAS, only Anderson County Council can impose a hospitality tax by Ordinance
pursuant to S.C. Code Section 6-1-720; and

WHEREAS, the use of revenue from a local hospitality tax must be used exclusively for
the purposes identified in South Carolina law, more specifically as enumerated in South Carolina
Code Section 6-1-730.

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

1. If the voters in the unincorporated areas of Anderson County vote in favor of a
hospitality tax and the Anderson County Council subsequently passes an Ordinance imposing a
hospitality tax in the unincorporated areas of Anderson County, the County Administrator is
directed to identify and obtain the services of a consultant to ascertain the highest and best use of
funds consistent with South Carolina law generated by the hospitality tax.

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

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

Resolved in meeting duly assembled this 18th day of September, 2018.

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

FOR ANDERSON COUNTY

Tommy Dunn, Chairman
Anderson County Council
## SOLICITATION OFFER AND AWARD FORM

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624

REQUEST FOR BIDS, OFFER, AND AWARD

<table>
<thead>
<tr>
<th>Solicitation Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Solicitation: #19-012</td>
</tr>
<tr>
<td>2. Issue Date: August 13, 2018</td>
</tr>
<tr>
<td>3. For Information Contact: <a href="mailto:rcarroll@andersoncountysc.org">rcarroll@andersoncountysc.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Brief Description of Project:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Green Pond Landing Restroom Grading and Building Construction</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Submit Bid To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anderson County Purchasing Department</td>
</tr>
<tr>
<td>101 South Main Street, Room 115</td>
</tr>
<tr>
<td>Anderson, SC 29624</td>
</tr>
<tr>
<td>Bid #19-012</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Submission Deadline: Thursday, September 6, 2018</th>
</tr>
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<tbody>
<tr>
<td>Time: 11:00 A.M.</td>
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| 7. Submit Sealed Bid |

<table>
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<tr>
<th>8. Firm Offer Period:</th>
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<tbody>
<tr>
<td>Bids submitted shall remain firm for a period of sixty (60) calendar days from date specified in block 6.</td>
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<thead>
<tr>
<th>Business Classification</th>
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<tbody>
<tr>
<td>9. (Check Appropriate Box)</td>
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<tr>
<td>- Woman Business Enterprise</td>
</tr>
<tr>
<td>- Minority Business Enterprise</td>
</tr>
<tr>
<td>- Disadvantaged Business Enterprise</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Additional Information:</th>
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<tbody>
<tr>
<td>In compliance with above, the undersigned agrees, if this bid is accepted within the period specified in Block 8 above, to furnish any or all other further information requested by Anderson County.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidder’s Name and Address (Type or Print):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glenn Constructors, LLC</td>
</tr>
<tr>
<td>525 N Main St</td>
</tr>
<tr>
<td>Anderson, SC 29621</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name &amp; Title of Person Authorized to Sign the Bid (Type or Print):</th>
</tr>
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<tbody>
<tr>
<td>Josh Hill Project Manager</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidder’s Signature &amp; Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>13. Josh Hill</td>
</tr>
<tr>
<td>9-6-18</td>
</tr>
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</table>

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<tr>
<th>Total Amount of Award:</th>
</tr>
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</table>

| Successful Bidder: |

<table>
<thead>
<tr>
<th>Contracting Officer or Authorized Representative: Robert E. Carroll</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Signature:</th>
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<table>
<thead>
<tr>
<th>Award Date:</th>
</tr>
</thead>
</table>
SECTION IV: BID FORM "B"
Green Pond Landing Restroom

Name of Party submitting the Bid: Glenn Constructors, LLC.

To: Purchasing Manager for Anderson County

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

Bid: Green Pond Landing Restroom  Bid No.: 19-012

<table>
<thead>
<tr>
<th>U/M</th>
<th>Qty.</th>
<th>Description</th>
<th>Lump Sum Price</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>L/S</td>
<td>Green Pond Landing Restroom</td>
<td>$399,819.00</td>
</tr>
</tbody>
</table>
## Anderson County Purchasing Department Bid Tabulation

**BID# 19-013 GREEN POND LANDING WATERLINE & SEPTIC SYSTEM**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 GLENN CONSTRUCTORS</td>
<td>$114,150.00</td>
</tr>
<tr>
<td>2 KMI OF EASLEY</td>
<td>$125,000.00</td>
</tr>
<tr>
<td>3 HDH CONSTRUCTION</td>
<td>$160,750.00</td>
</tr>
<tr>
<td>4 JONSCOT</td>
<td>NR</td>
</tr>
<tr>
<td>5 DAVIS PLUMBING</td>
<td>NR</td>
</tr>
<tr>
<td>6 GREENSTONE</td>
<td>NR</td>
</tr>
<tr>
<td>7 DENNIS</td>
<td>NR</td>
</tr>
<tr>
<td>8 MCG MECHANICAL</td>
<td>NR</td>
</tr>
<tr>
<td>9 WHAM</td>
<td>NR</td>
</tr>
<tr>
<td>10 J M CON</td>
<td>NR</td>
</tr>
<tr>
<td>11 LW INC.</td>
<td>NR</td>
</tr>
<tr>
<td>12 STILLWELL ENT.</td>
<td>NR</td>
</tr>
<tr>
<td>13 CRYSTAL SEWER</td>
<td>NR</td>
</tr>
<tr>
<td>14 DUVALL</td>
<td>NR</td>
</tr>
<tr>
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<td>Total Cost</td>
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<tr>
<td>PALMETTO UTILITY GROUP</td>
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</tr>
<tr>
<td>MOORHEAD CONSTRUCTION</td>
<td>NR</td>
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<tr>
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<td>MILLER CONSTRUCTION</td>
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<td>W. ANDERSON WATER</td>
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<td>NR</td>
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<td>ZAPPCO</td>
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</table>

**AWARD TO:** Glenn Constructors, LLC $114,150.00

Recommendation by: [Signature]
## Solicitation Information

1. **Solicitation**: #19-013  
2. **Issue Date**: August 13, 2018  
3. **For Information Contact**: rcarroll@andersoncountysc.org  
4. **Brief Description of Project**: Green Pond Landing Waterline & Septic System  
5. **Submit Bid To**:  
   Anderson County Purchasing Department  
   Attn: Bid #19-013  
   101 South Main Street, Room 115  
   Anderson, SC 29624  
6. **Submission Deadline**: Thursday, September 6, 2018  
7. **Time**: 11:30 a.m.  
8. **Firm Offer Period**: Bids submitted shall remain firm for a period of ninety (90) calendar days from date specified in block 6.

### Offer (To be completed by Bidder)

9. **Business Classification**  
<table>
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<tr>
<th>(Check Appropriate Box)</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Woman Business Enterprise</td>
</tr>
<tr>
<td>☐ Minority Business Enterprise</td>
</tr>
<tr>
<td>☐ Disadvantaged Business Enterprise</td>
</tr>
</tbody>
</table>

10. **Additional Information**: In compliance with above, the undersigned agrees, if this bid is accepted within the period specified in Block 8 above, to furnish any or all other further information requested by Anderson County.

### Award (To be completed by Anderson County)

11. **Bidder’s name and address (Type or print)**:  
    Glenn Constructors  
    525 N Main Street  
    Anderson, SC 29621  
    E-mail address: Jamie@glennmp.com  
    Telephone #: 864-711-0520  
    Fax #: 864-711-0521  
    Federal Identification #: [Redacted]

12. **Name & Title of Person Authorized to sign the Bid** (Type or Print): Jamie Lee

13. **Bidder’s Signature & Date**:  
   Date: 9/5/18

### Award (To be completed by Anderson County)

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

---

**Carolina 29624**
SECTION IV: Addendum A

BID FORM

Name of Party submitting the Bid: Glenn Constructors, LLC

To: Purchasing Manager for Anderson County

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

Bid: #19-013 Green Pond Landing Waterline & Septic System

<table>
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<th>EST. QTY.</th>
<th>UNIT COST</th>
<th>EST. COST</th>
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<td>$</td>
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<td>$</td>
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GRAND TOTAL $114,150.00
AGENDA
ADMINISTRATION POLICY/RULES COMMITTEE MEETING
Wednesday, September 5, 2018 at 10:00 am
Historic Courthouse, 2nd Floor Conference Room
101 South Main Street, Anderson, SC 29624

1. Call to Order
   Mr. Tom Allen

2. Invocation and Pledge of Allegiance
   Mr. Ray Graham

3. Executive Session: Discussion of Benefit Issues

4. Citizen Comments:

5. Adjournment:

Members: Tom Allen, Chairman
Honorable Tommy Dunn
Honorable Ray Graham
AGENDA
Planning and Public Works Committee Meeting
Monday, September 10, 2018 at 12:00 pm
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. Update and Recommendation on Traffic Study Mr. Jeff Parkey
4. Compensation on Planning Commissioners and Board of Appeals members Mr. Jeff Parkey
5. Zoning Advisory Groups Mr. Jeff Parkey
6. Subdivisions Approval Considerations Mr. Jeff Parkey
7. Remarks Mr. Steve Cooper
8. Citizens Comments
9. Adjournment

Committee Members: M. Cindy Wilson, Chair
Honorable Craig Wooten
Honorable Ken Waters
1. Traffic impact studies

Traffic impact studies are required when developments on county roads generate 100 or more peak hour trips. For single-family residential developments, a 90-unit threshold is used. SCDOT guidelines note that in rural areas and small cities, lower thresholds may be needed. A reduction in this threshold would require single-family developments with fewer than 90 units to conduct a traffic impact study. Other criteria for requiring traffic impact studies may include existing unsatisfactory level of service, number of accidents, or number of average daily trips.

Currently, developers contract for traffic impact studies when required. Alternatively, the County may assess a fee to developers and contract for the study itself, selecting from a pre-approved list of qualified engineers. In Charleston County, SC, a mutually-agreed upon independent consultant may be retained by the county to conduct a traffic impact study. All traffic impact studies are certified by a Professional Engineer (PE). Traffic impact studies are provided to Anderson County’s Roads and Bridges Department, which assesses the study and makes its recommendation to the Development Standards Department.

In addition to traffic counts, a range of other technical considerations are included in a traffic impact study. Both existing and buildout conditions are analyzed. Based on the results of the study, roadway improvements may be recommended to accommodate new traffic. With respect to state roads, developers are responsible for making roadway improvements (SCDOT ARMS Manual, 2008). In York County, SC, needed improvements are negotiated and funding participation through cost sharing is arranged. In Baldwin County, GA, right-of-way and either paving or funding for paving is required. In Athens-Clarke County, GA, traffic impact studies have a wider scope and time horizon than in other jurisdictions. In DeKalb County, GA, the Public Works department determines the scope of traffic impact studies as necessary and the improvements to mitigate impacts. In Goodhue County, MN, right-of-way, road expansion, and new road construction can be required, as well as alterations to the design of developments to reduce traffic generation.

Demonstrating the relationship between a development and the required improvements is essential. Computer-based modeling could also be helpful in analyzing traffic impacts.

2. Planning Commission and Board of Zoning Appeals compensation

Compensation to Planning Commissioners and Board of Zoning Appeals members will be provided. The total cost has been estimated at $32K. It will be expected that Planning Commissioners and BZA members maintain an acceptable meeting attendance record, and also meet requirements for continuing education hours mandated by state law.
3. Zoning Advisory Groups

Questions regarding Zoning Advisory Groups were raised in our last PPW meeting of August 27, 2018. Zoning Advisory Groups are local, council-appointed bodies that provide recommendations to Planning Commission, BZA, and County Council on zoning-related matters. Zoning Advisory Groups have no decision-making authority. Because they are not a state-mandated body, there is no continuing education requirement for members. When Zoning Advisory Groups do not meet, items continue on to either Planning Commission or BZA.

With the exception of Council District 2, each district has a dedicated Zoning Advisory Group. Currently, no Zoning Advisory Group is constituted in accordance with County ordinance. In addition to this, many other logistical, administrative, and financial issues will need to be addressed to return the Zoning Advisory Groups to good functioning order. Members are not being considered for compensation.

4. Subdivision decision criteria

The function of the Planning Commission is to undertake a continuing planning program for the physical, social, and economic growth, development, and redevelopment of the jurisdiction. Plans and programs must be designed to promote public health, safety, morals, convenience, prosperity, or the general welfare as well as the efficiency and economy of its area of jurisdiction. The Planning Commission has the powers as may be necessary to enable it to perform its functions and promote the planning of its jurisdiction (SC Planning Enabling Act, 1994).

As a basis for Planning Commission decisions regarding preliminary subdivision proposals, the language below is suggested for inclusion in Chapter 38 of the County code.

38-311 (c) (3) In addition to the standards set forth in this section and the recommendations of staff, the Planning Commission may also consider the following criteria when making its decision to reject or approve a preliminary subdivision plat:

- a) public health, safety, morals, convenience, and prosperity, the general welfare, and the efficiency and economy of the area
- b) the interests of subdividers, homeowners, and the general public
- c) effects on the local tax base
- d) the proposed development’s compatibility with surrounding uses
- e) the ability of existing or planned infrastructure and transportation systems to serve the proposed development
- f) environmental conditions on the site
- g) the character of the community
- h) the adopted Comprehensive Plan
Anderson County Zoning Advisory Groups

“Zoning advisory group means there shall be zoning advisory groups appointed in each county council district in which a precinct elects to be zoned. The zoning advisory group shall consist of one registered voter appointed by the county council from each precinct electing to be zoned plus two at large from the county council district. There shall be no maximum number of members of a zoning advisory group.” (Anderson County Code Chapter 70 Definitions)

The zoning advisory group will meet in public sessions and shall provide a written report and recommendation to the Planning Commission (Rezonings) and Board of Zoning Appeals (Variances and Special Exceptions). If the Zoning Advisory Group fails to submit a report and recommendation after their first scheduled meeting, it is deemed to have approved the request. (Anderson County Code Chapter 70)

District #1 Representatives (Should have 8 members)

Precincts elected to be zoned
Hammond School (Share with District #7) (Partially in the City) - Vacant
Hopewell (Share with District #7) - Vacant
Town Creek (Share with District #4) - Vacant
Edgewood Station B (Partially in the City) - Vacant
Glenview (Share with District #2) (Partially in the City) - Vacant
Hammond Annex (Partially in the City) - Vacant

At-Large (Only 2 required)
1. Ronnie Smith (Edgewood Station A - unzoned)
2. Vacant
3. Herbert Nymark (Five Forks - zoned) (Mr. Nymark does not live in District #1 and is therefore ineligible.)

Precincts with partial zoning due to redistricting - No representation required per Code.
Anderson 1/1 (Partially in the City)
Anderson 2/2 (Share with District #2)
Anderson 3/2 (Share with District #2)

District #2 Representatives (Should have 3 members)

Precincts elected to be zoned
Glenview (Share with District #1) (Partially in the City) - Vacant

At-Large (Only 2 required)
1. Vacant
2. Vacant
Precincts with partial zoning due to redistricting - No representation required per Code.
Anderson 2/2 (Share with District # 1)
Anderson 3/2 (Share with District # 1)

District #3 Representatives (Should have 4 members)

Precincts elected to be zoned
Barker’s Creek-McAdams (Partially in the City) - Vacant
High Point – Glenn Stevens

At-Large (Only 2 required)
1. Melissa Brannan (High Point – zoned)
2. Amanda Gambrell (High Point – zoned)
3. Tracy Harbin (High Point – zoned)
4. George Haynie (Rock Spring – unzoned)
5. Bill Boatwright (Belton Annex – unzoned)

District #4 Representatives (Should have 7 members)

Precincts elected to be zoned
Denver-Sandy Springs (Share with District #5) - Vacant
Five Forks (Partially in the City) - Vacant
Mount Tabor – Jack Jenkins
North Pointe - Vacant
Town Creek (Share with District #1) - Vacant

At-Large (Only 2 required)
1. Charles Wham (Fork No. 1 – zoned portion)
2. Tom Roose (Fork No. 1 – unzoned portion)
3. Steve Hartsell (Fork No. 2 – unzoned)

Precincts with partial zoning due to redistricting - No representation required per Code.
Fork No. 1
Melton

District #5 Representatives (Should have 4 members)

Precincts elected to be zoned
Centerville Station A – Graham Roberts
Denver-Sandy Springs – Vacant

At-Large (Only 2 required)
1. Charlie Poole (Centerville Station A – zoned)
2. Dale Franklin (Green Pond Station A - unzoned)
3. Ann Dixon (Ms. Dixon is currently serving on the Parks and Recreation Commission and therefore ineligible.)

**District #6 Representatives (Should have 3 members)**

Precincts elected to be zoned
Three and Twenty - Vacant

At-Large (Only 2 required)
1. Kelly Don Nations (Brushy Creek - unzoned)
2. David Bagwell (White Plains - unzoned)
3. Seth Landrum (Mt. Airy - unzoned)
4. Barry Orr (Mt. Airy - unzoned)
5. Randall C. Thompson (Hunt Meadows - unzoned)

**District #7 Representatives (Should have 8 members)**

Precincts elected to be zoned
Bowling Green - Susan Temple
Cedar Grove - Carolyn Cooley
Friendship - Norlene Leake
Hammond School (Share with District #1) (Partially in the City) - Kathryn Bucks
Hopewell (Share with District #1) - Bill Eaton
Williamston Mill - Vacant

Precincts with partial zoning due to redistricting - No representation required per Code.
Honea Path (Partially in the City)

**At-Large (Only 2 required)**
1. Vacant
2. Vacant
Concerns

1. There are 6 precincts that have not elected to be zoned, but with zoned parcels due to redistricting. These zoned parcels have no representation due to Code’s wording.

2. Some precincts that have elected to be zoned have unzoned parcels due to redistricting.

3. Some precincts that have elected to be zoned now cross Council district lines due to redistricting. Each Council district within the zoned precinct deserves representation; although to some, it appears as twice the representation as other precincts.

4. Code states the appointee must be a registered voter from the zoned precinct plus two at-large from the Council district. Who bears the responsibility of assuring the candidate is a registered voter prior to appointment? The current form does not inquire.

5. Due to appointees moving or redistricting, some appointees no longer represent the correct areas.

6. Some district ZAGs require more than 7 members. Logistically, the Chambers do not provide enough space for all members.

7. Some district ZAGs have a different meeting schedule and may cause confusion to the public and do cause additional time/expense on the County.

8. Due to the infrequency of the meeting schedule, it is difficult to obtain quorums when needed. Most members do not block this time on their calendars, as members of other more regular boards do.

9. In order to provide quality service and be good stewards of people’s time (applicants, the public and County), the Code allows for requests to move onto the Planning Commission (PC) or Board of Zoning Appeals (BZA), if a meeting is not held at its first scheduled time, having deemed to have approved the request. This has the unintended consequence of ZAG members believing it is “no big deal” if the meeting is cancelled. This can also cause members to decide not to meet, should they have no issue with the request.

10. These are public meetings. Notice is sent to citizens through postcards and newspaper advertisement in conjunction with PC or BZA public hearings. (ZAG meetings do not offer public hearings.) Agendas are publicized in accordance to FOIA. The County encourages the public and applicants to attend these meetings, in addition to the PC or BZA and ultimately Council meetings. It is aggravating to all
parties when a publicized meeting is cancelled, after preparations have been made.

11. Sometimes the public and applicant feel overwhelmed with meetings. Citizens have often expressed frustration in the amount of meetings they feel they should attend regarding a particular request. (For instance, rezoning requests offer up to 5 public meetings with 2 public hearings.) The goal of allowing additional public forums has the unintended consequence of citizens choosing the meeting that best fits their schedule or the meeting they believe carries the most weight. This means 1) ZAG meetings are the least attended and 2) A cancelled meeting prevents some citizens in having a voice, if this is the only meeting they choose to attend.

12. The goal of ZAGs is to provide a district specific recommendation to the Planning Commission (PC), Board of Zoning Appeals (BZA) and County Council. The PC, BZA and County Council lose this perspective when the respective group does not meet and when the group does not carry the appropriate representation.

13. However, it is unfair to the applicant, public and County staff to continually attempt a rescheduled meeting. Rescheduled meetings cause delays to the request; require rescheduled public hearings leading to additional public notification that produces confusion and additional expense to the County; and is a lack of regard to citizens’, the applicant’s and staff’s time.

14. Should quorums be based on the current roster of each ZAG or the required number of members as stated by Code, as are other boards? Current rosters do not meet requirements as listed in Code. If quorums were based on these requirements, very few quorums are even possible, currently.

15. The Code states two at-large members. Many ZAGs have an excess of at-large members or multiple representatives from a particular precinct leading to a perceived bias.

16. As State Code does not recognize zoning advisory groups in any capacity, it does not include ZAG members in mandated educational requirements. State Code specifically mentions planning commissioners, board of zoning appeals members, board of architectural review members and professional planning and zoning employees, who must earn 6 hours of orientation training their first year and 3 hours of continuing education each year thereafter. (Exemptions are allowed, but those with an exemption bear additional requirements, such as a certified planner (AICP), who must earn 32 hours every two years.) Due to the nature of the requests before them, training has been encouraged, though not required, in the past; and may prove beneficial to the group members in regards to their decisions. Should the
County encourage or require educational credits again; additional time and expense will be placed on County departments.

17. Some ZAG members consistently refuse to observe Robert’s Rules of Order regarding meeting management and particularly open and public debate. Staff provides guidance, but since each district’s ZAG meets so infrequently and due to the informal nature of the group; adherence is short-lived.

18. Currently, no district’s ZAG maintains by-laws. Section 2-351, subsection (8) states “Each board or committee shall enact by-laws, not in conflict with this section, which govern the conduct of meetings, attendance, committees and the regular business of the board or committee.”

19. County Code is silent on ZAG terms in Chapter 70. Regarding all County advisory committees, Section 2-351, subsection (5) states that “no member shall serve more than two consecutive terms unless specified by state law or by separate ordinance pertinent to the specific board or committee, with the exception of the representatives serving on technical boards and committees, who may serve more than two consecutive terms at council's discretion.” There is no definition of a technical board or committee. It is unclear whether ZAG members are to observe this requirement. If so, most members are serving expired terms.

20. Some members have served on their respective ZAG, since its inception. Many of these individuals suffer from burn-out; however, finding replacements is increasingly difficult, as Council is well-aware. In the past few years, there have been a number of members who have resigned after 15+ years of service. Without regular and appropriate replacements, ZAGs lose the influence initially granted.
<table>
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AGENDA
ADMINISTRATION POLICY/RULES COMMITTEE MEETING
Monday, September 10, 2018 at 2:00 pm
Historic Courthouse, 2nd Floor Conference Room
101 South Main Street, Anderson, SC 29624

1. Call to Order
Mr. Tom Allen

2. Invocation and Pledge of Allegiance
Mr. Ray Graham

3. Executive Session: Discussion of Benefit Contractual Issues

4. Citizen Comments:

5. Adjournment:

Members: Tom Allen, Chairman
Honorable Tommy Dunn
Honorable Ray Graham
PARKS & RECREATION AD HOC COMMITTEE AGENDA

Committee Members:
The Honorable Craig Wooten, Chairman
The Honorable Ken Waters
The Honorable Tom Allen

Monday, September 17, 2018- 8:30 a.m.
Historic Courthouse
Administrator's Conference Room - Second Floor

Chairman Craig Wooten, Presiding

1. Call to Order
2. Invocation and Pledge of Allegiance
3. Updates on potential park consolidation
4. Discussion on park maintenance
5. Recreation Project Update
6. Update on KidVenture 2.0 Master Plan
7. Citizens Comments
8. Adjournment
AGENDA
ANDERSON COUNTY COUNCIL
PUBLIC SAFETY COMMITTEE
Monday, September 17, 2018 AT 9:30am
HISTORIC COURTHOUSE, 2ND FLOOR
CONFERENCE ROOM
CHAIRMAN S. RAY GRAHAM, PRESIDING

1. Call to order:

2. Invocation/Pledge of Allegiance: Mr. Tom Allen

3. Approve Grants- 2018 Justice Assistance Grants (2), Victim Service Grant Mr. Ray Graham

4. Approve two appointments for Upstate EMS Council Mr. Ray Graham

5. Public Comment:

6. Adjournment:

Members: Chairman Ray Graham
Honorable Ken Waters
Honorable Craig Wooten
August 22, 2018

Mr. C. Chad McBride  
Sheriff  
Anderson County Sheriff's Office  
305 Camson Road  
Anderson, South Carolina 29625

RE: Victims of Crime Act Program Grant No. 1V16125  
Victim Services

Dear Sheriff McBride:

I am pleased to provide you with a grant award approved by this office in the amount of $271,822 for the grant project referenced above. In order to complete the contract for this award it is necessary for you, as the Official Authorized to Sign, to return the attached grant award with an original signature within 30 days from the date of this award. The signed original should be mailed to:

Bonnie Brooks, Administrative Coordinator  
S.C. Department of Crime Victim Assistance Grants  
1205 Pendleton Street, Room 401  
Columbia, South Carolina 29201

If you have any questions or concerns, please contact Barbara Jean (BJ) Nelson at bnelson@scag.gov.

Sincerely,

Burke O. Fitzpatrick  
Director

BOF:bb  
Enclosures  
c: Andrew Tribble  
VOCA Official File
Subrecipient: Anderson County Sheriff’s Office
Grant Title: Victim Services
Grant Period: 10/1/2018 - 9/30/2019
Date of Award: October 1, 2018
Amount of Award: $271,822
Grant No.: 1V16125

In accordance with the provisions of the Victims of Crime Act of 1984, 42 U.S.C. 10601, et seq., CFDA No. 16.575, and on the basis of the application submitted, the South Carolina Department of Crime Victim Assistance Grants hereby awards to the foregoing subrecipient a grant in the federal amount shown above, for the projects specified in the application and within the purposes and categories authorized for Victims of Crime Act grants.

This grant is subject to the terms and conditions set forth in the application and to the special conditions attached to the grant award. By accepting this grant award the subrecipient certifies that the federal and state conditions are fully understood and will be complied with, including the applicable provisions of VOCA Program Guidelines, and the requirements of the OJP Financial Guide, effective edition. The VOCA Program Guidelines may be downloaded at www.ojp.usdoj.gov/ovc/scad/guides/vaguide.htm. Financial Guidance may be accessed at: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200.main_02.tpl.

Payment of Funds: Grant funds will be disbursed to subrecipients (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended; i.e., invoices, contracts, itemized expenses, etc.

The award shall become effective, as of the date of award, upon return to the Department of Crime Victim Assistance Grants of an original signed copy of this form signed by the Official Authorized to Sign in the space provided below. This award must be accepted within thirty days from the date above, and such reports required by the South Carolina Office of the Attorney General must be submitted to Department of Crime Victim Assistance Grants in accordance with regulations and guidelines.

ACCEPTANCE FOR THE SUBRECIPIENT

BJ Nelson, Deputy Director
Department of Crime Victim Assistance Grants

Signature of Official Authorized to Sign
C. Chad McBride

ACCEPTANCE FOR THE SFA

Burke O. Fitzpatrick, Director
Crime Victim Assistance Division

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO SPECIAL CONDITIONS ATTACHED AND THE TERMS AND CONDITIONS CONTAINED IN THE APPLICATION PAGES.
REQUEST FOR GRANT EXTENSION AND/OR REVISION

Date: 08/28/2018

SUBGRANTEE: Anderson County Sheriff's Office

GRANT TITLE: Victim Services

Type of Request:
☐ Programmatic Revision
☐ Budget Revision:

1. REQUEST FOR EXTENSION

Last Approved Grant Period:
Begin Date:  
End Date:

Proposed Grant Period:
Begin Date:  
End Date:

Section 1a.
JUSTIFICATION FOR PROPOSED EXTENSION:

2. REQUEST FOR BUDGET AND/OR PROGRAMMATIC REVISION

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JUSTIFICATION FOR THE REQUESTED REVISION: Per special conditions of grant award approved by SC Department of Crime Victim Assistance Grants

PAGE NUMBER(S) OF REVISED GRANT PAGES: 1-4

3. SUBGRANTEE GRANT OFFICIAL:

Print Name: Andrew Tribble
Signature: (Signature not required for Electronic Submissions)

FOR STATE FUNDING AGENCY ONLY:

Senior Accountant: ✔
Date:  
Initial:

Program Coordinator: ✔
Date:  
Initial:

Availability of Funds: ✔
Date:  
Initial:

Comments:

### STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
VICTIMS OF CRIME ACT GRANT APPLICATION

**Grant #** 1V16125

**App #** AV18128

To Be Completed by Project Director

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<tbody>
<tr>
<td><strong>County Name:</strong></td>
</tr>
<tr>
<td><strong>Other county/counties this project will serve:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Grant Period:</strong></td>
</tr>
<tr>
<td><strong>Begin:</strong></td>
</tr>
<tr>
<td><strong>End:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section 3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Title:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Summary</strong> (max. 300 characters):</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section 5</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type of Application</strong></td>
</tr>
<tr>
<td>a. <strong>[Initial]</strong></td>
</tr>
<tr>
<td>b. <strong>Year of Funds:</strong></td>
</tr>
<tr>
<td>Other <strong>(Specify)</strong></td>
</tr>
<tr>
<td>c. <strong>Other:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section 6</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>a. Organization Type:</strong></td>
</tr>
<tr>
<td>Other <strong>(Specify)</strong></td>
</tr>
<tr>
<td>b. <strong>U. S. Congressional District:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section 7</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agency DUNS number</strong>:</td>
</tr>
<tr>
<td>(fedgov.dnb.com/webform)</td>
</tr>
<tr>
<td><strong>Has your agency registered with Central Contractor Registration (CCR)?</strong></td>
</tr>
<tr>
<td>(<a href="http://www.sam.gov">www.sam.gov</a>)</td>
</tr>
<tr>
<td>For Central Contractor Registration (CCR) handbook click here.</td>
</tr>
</tbody>
</table>

* This data is not required to submit this application but will become necessary for federal reporting requirements if this project is awarded.

**FEIN:**

**Agency Name:** Anderson County Sheriff's Office

**Address:** 205 Cameron Road

**City:** Anderson

**State:** South Carolina

(Please use the Name/Address above instead of this field)

https://www.schponline.com/gms/FormGenerator.asp?P=0&G=21923&F=197&OM=2&I... 8/28/2018
ANDERSON COUNTY GRANT FISCAL IMPACT FORM

2018-2023 FISCAL IMPACT

<table>
<thead>
<tr>
<th>Grant Name</th>
<th>2018 Justice Assistance Grant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant Number</td>
<td>Application # 2018-H4009-SC-DJ</td>
</tr>
<tr>
<td>Grant Period</td>
<td>Oct 1, 2018 - Sept 30, 2022</td>
</tr>
<tr>
<td>Grant Award</td>
<td>$63,107</td>
</tr>
</tbody>
</table>

Address/ Location: 305 Camson Rd. Anderson, SC 29625
Area Served: Anderson County
Council District: All

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

Justification:
With funds from this year's allocation, we would like to fund the purchase of body-worn cameras along with storage and licensing for each. With this funding, we are estimating we can purchase about 25 cameras, accessories, & necessary storage/licensing. Ongoing expenses, will include licensing, data storage, & maintenance for subsequent years estimated at $30,000/year which will be built into the subsequent budget years for the Sheriff's Office.

Grant Description:
The JAG Program, administered by the Bureau of Justice Assistance (BJA), is the leading source of federal justice funding to state and local jurisdictions. This JAG Program provides states, tribes, and local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution and court, prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, and technology improvement, and crime victim and witness initiatives.

COSTS

<table>
<thead>
<tr>
<th>COSTS</th>
<th>Grant Award Amount</th>
<th>Ongoing Grant Consultants</th>
<th>Cumulative Operational Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>FY 17-18</td>
<td>FY 18-19</td>
<td>FY 19-20</td>
</tr>
<tr>
<td>Operating Costs</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Contractual Costs</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Insurance Costs</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Capital Costs</td>
<td>63,107</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Total</td>
<td>63,107</td>
<td>0</td>
<td>30,000</td>
</tr>
<tr>
<td>FTE (new)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

FTE (new) 0

Source of Funds

<table>
<thead>
<tr>
<th>Source of Funds</th>
<th>Grant Award Amount</th>
<th>Cumulative Operational Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018 JAG Grant</td>
<td>63,107</td>
<td>213,107</td>
</tr>
<tr>
<td>Sheriff's Office Fiscal Year Budget</td>
<td>30,000</td>
<td>150,004</td>
</tr>
<tr>
<td>Total Funds</td>
<td>63,107</td>
<td>213,107</td>
</tr>
</tbody>
</table>

Form approved for submission by:

Date Approved by Finance Committee:

Date Approved by County Council: 8/23/2018
ANDERSON COUNTY GRANT FISCAL IMPACT FORM

<table>
<thead>
<tr>
<th>FY 2019-2022 FISCAL IMPACT</th>
<th>Dept 5161 --</th>
<th>Sheriff's Office Forensic Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant Name:</td>
<td>2018 Justice Assistance Grant</td>
<td>Address/ Location: 1019 David Lee Coffee Place, Anderson, SC 29625</td>
</tr>
<tr>
<td>Grant Period:</td>
<td>project: 10/1/2018 - 9/30/19</td>
<td>Area Served: Council District: ALL</td>
</tr>
<tr>
<td>Grant Award:</td>
<td>Requested $168,885</td>
<td></td>
</tr>
<tr>
<td>Project Manager:</td>
<td>Michael A. Miller</td>
<td></td>
</tr>
<tr>
<td>Contact Number:</td>
<td>864-222-3939</td>
<td></td>
</tr>
<tr>
<td>Grant Description:</td>
<td>(use back of form for more details)</td>
<td></td>
</tr>
<tr>
<td>The Justice Assistance Grant (JAG) Program exists to assist states and local units of government in improving the function of the criminal justice system. It is a 90% federal funding program with a required 10% local cash match with funding available for up to three years. Our Grant project addresses needs in Forensics Division.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Justification:
This grant project is the 2nd year continuation of a 3 year project to provide much needed equipment and training to enhance the latent print and trace evidence capabilities of our crime scene unit. This project also addresses training needed to obtain desired best practice certifications for crime scene unit members. Latent print and trace evidence are two of the most prevalent types of evidence left at crime scenes. Specialized equipment, training, and techniques are required for the detection, collection, analysis, and court presentation of this type of evidence. This grant project addresses a serious gap in our current capabilities and will allow us to purchase the necessary equipment and obtain the necessary training with a 90% savings over normal costs. This equipment and training will be utilized by crime scene unit members on a daily basis to provide better case solving tools and better case prosecution outcomes. Grant Period was listed as 10/1/18 - 9/30/19 at the time of the application, due to changes that period may now be 7/1/19 - 6/30/20. |

<table>
<thead>
<tr>
<th>Costs</th>
<th>Grant Award Amount</th>
<th>FY 18-19</th>
<th>FY 19-20</th>
<th>Ongoing Grant Commitments</th>
<th>Cumulative Operational Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Cost (Training and travel)</td>
<td>$15,196</td>
<td>1,689</td>
<td></td>
<td>$16,885</td>
<td></td>
</tr>
<tr>
<td>Contractual Costs</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance Costs</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Costs</td>
<td>$136,800</td>
<td>15,200</td>
<td></td>
<td>$152,000</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$151,996</td>
<td>$16,889</td>
<td></td>
<td>$168,885</td>
<td></td>
</tr>
<tr>
<td>FTE (new)</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

Source of Funds

| Grant covers 90% | $151,996 | $151,996 |
| General Fund Provides 10% Match requirement | 16,889 | $16,889 |
| | $0 | $0 |
| Total Funds | $151,996 | $16,889 | 0 | 0 | 0 | 0 | $168,885 |

If Grant is for capital items, please complete the Grant Capital Items form and attach to fiscal impact form a form that shows location where items will be used. If new capital items to be purchased replaces items already on hand, please state now and where old items are to used.

Date Approved by County Council:
Date Grant Awarded: 8/22/2018
DATE: September 6, 2018
TO: Lacey Croegert
    Executive Clerk to Council
FROM: Tim Cartee
    Subdivision Administrator
CC: Holt Hopkins, Alesia Hunter

SUBJECT: Avendell Subdivision Phase II Section V

Based on the recommendation of the Roads and Bridges Department, would you please place on
The next County Council Agenda for consideration of acceptance for the following roads into the
County Maintenance System at their September 18, 2018 Meeting.

This will add 1,405 feet of paved roads to the county maintenance system.

Developer: Avendell Investments, LLC
Location: Three & Twenty Road
County Council District: 6
Roads: Waterside Drive

Please feel free to contact me at (260-4719) if you need more information.
DATE: August 30, 2018

TO: Alesia Hunter
Development Standards

FROM: Norman McGill
Roadway Management Supervisor

CC: Holt Hopkins

SUBJECT: Avendell Subdivision Phase 2, Section 5
(Waterside Drive)

To the best of my ability, I certify that there are no known drainage issues in Avendell Subdivision Phase 2, Section 5. All drainage facilities and roadways within the proposed county right of way meet the county standards that were approved by the Planning Commission from the preliminary plat. This phase of this subdivision is now eligible to be considered for acceptance into the county maintenance system. This will add 1,405 feet of paved roads to the county maintenance system.

District: 6
Location: Avendell Subdivision
Road: Waterside Drive (P-02-0218)
BOARDS, COMMITTEES AND COMMISSIONS
APPLICATION

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: Kathryn Y. Smith
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:

____________________________________ Physical
____________________________________ Mailing

Home Phone: N/A Cell Phone: __________

Email: ___________________________ Preferred method of contact: e-mail

County Council District: 1 GED Equivalent: Yes or No

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

College Attended: UNIV. of Georgia Degree: Journalism

Address of College: Athens, Ga.

Employment History:

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>POSITION</th>
<th>EMPLOYMENT DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independent-Mail</td>
<td>Editorial editor</td>
<td>1986-1996</td>
</tr>
<tr>
<td>Non-profit incl Cancer Association of Anderson (ED)</td>
<td>Author &amp; Speaker</td>
<td>2012-present</td>
</tr>
</tbody>
</table>

Signature of Applicant ___________________________ Date 9-6-18

Recommendation of Council: ________________________________
September 6, 2018

Hon. Craig Wooten
Anderson County Council
c/o Clerk to Council
PO Box 8002
Anderson, SC 29622

Dear Mr. Wooten:

Please find my application to serve on the Anderson County Museum’s Advisory Committee for our district. I am a 31-year resident of 400 Heyward Road.

My interest and involvement in the Museum are long-standing. As a historian, I have spoken there several times, most recently in August about Gertrude Sanford Legendre, a fascinating South Carolina woman whose biography I am writing. I also wrote the book “A Necessary War: Anderson County Residents Remember World War II” that was published under the Museum’s auspices in 2013 and included interviews with twenty veterans and civilians about their war experiences. The Museum hosted the local launch for publication of my 2016 book “The Gatekeeper: Missy LeHand, FDR and the Untold Story of the Partnership that Defined a Presidency,” and I worked closely with the staff on an exhibit that accompanied the launch. (I also bring my grandchildren to the Museum when they visit. They are fascinated by the miniature fair!)

If you have any questions for me, I’d be glad to speak to you. My phone number is 202.7093.

Sincerely,

Kathryn Smith
BOARDS, COMMITTEES AND COMMISSIONS
APPLICATION

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:  Martin, Rebac

Last, First, Middle Initial

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

2. 

3. 

Physical Address and Mailing Address, if different:

_________________________ Physical

_________________________ Mailing

Home Phone: Cell Phone:

Email: Preferred method of contact: Email

County Council District: 4 GED Equivalent: Yes or No

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

College Attended: Easley College Degree: Associate

Address of College: Due West, SC

Employment History:

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>POSITION</th>
<th>EMPLOYMENT DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anderson area Chamber</td>
<td>Special Events</td>
<td></td>
</tr>
<tr>
<td>Lockhart First Baptist Ch.</td>
<td>Secretary</td>
<td></td>
</tr>
<tr>
<td>Town of Lockhart</td>
<td>Council member</td>
<td></td>
</tr>
</tbody>
</table>

Reba m. Martin

Signature of Applicant

Date

Recommendation of Council: 

I live in District 4 and I feel I am available to serve.

Applicant's Signature

My Application to District 5

Date
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: 5

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:
   Homeland Park Fire Department

2. Amount of request (If requesting funds from more than one district, annotate amount from each
district): $559,74

3. The purpose for which the funds are being requested: Work at Homeland Park Fire Dept

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: Inernal Transfer to Ace Bonds & Bridg
   Mailing Address:
   Phone Number:
   Email:

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 / Dusty Burns 9-12-18
Print Name
Date
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: 2, 3, 4, 5, 6, 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 Free Clinic

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

   District 2: $2,500  District 3: $2,500  District 4: $2,500  District 5: $2,500
   District 6: $2,500  District 7: $2,500

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

   Free Clinic patients live throughout Anderson County. Services are provided at the Anderson location and our satellite location, the Rene’e and Bob McCormick Free Clinic, located in Honea Path. Funding will be used to fund operations of the Clinic as it provides medical care, dental care and medications to low income, uninsured residents of Anderson County. Activities include administrative tasks such as patient intake and certifications, scheduling of patients, scheduling volunteers, purchase of medical and dental supplies. Also included are the costs associated with maintaining an onsite pharmacy such as salaries of a licensed pharmacist and pharmacy tech, medication vials, labels and the purchase of medications not available through pharmaceutical company. Patient Assistance Programs are also included.

   In April, our pharmacy increased its hours from 16 to 30 hours per week. This was done to accommodate the addition of the 400 participants in AnMed Health's Healthy Outcomes Program (HOP) who, due to the closure of AnMed Health’s retail pharmacies, now receive their prescriptions at the Free Clinic. In September, the Clinic plans to increase the hours available for patient visits by adding Monday hours. This increase in patient visits will require increasing the hours of administrative staff.

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.

5. Contact Person:
   Name: Tammie Collins, Exec. Director
   Mailing Address: P.O. Box 728, Anderson, SC 29622
   Phone Number: (864)512-7810 (w) (803)546-1031 (c)
   Email: tammie.collins@anmedhealth.org
   Secondary: Karen Mauch, Grants Coord.
   Primary: P.O. Box 728, Anderson, SC 29622
   Phone Number: 419-733-6937 (c)
   Email: karen.mauch@anmedhealth.org
6. Statement as to whether the entity will be providing matching funds:

The Anderson Free Clinic receives funding from a variety of sources. These funding sources include donations made by individuals, memorial gifts, and donations from churches and local businesses, annual appeals and fundraising events. Additionally, the Clinic receives funding from the United Way of Anderson County and well as grants from private foundations. If approved, the funding requested will be combined with other funding received by the Clinic.

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.

Tammie Collins

September 6, 2103

Signature

Print Name

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

Jun 5, 2018

Anderson Free Clinic
Tammie Collins
414 N FANT ST
ANDERSON, SC 296215716

RE: Registration Confirmation
Charity Public ID: P2857

Dear Tammie Collins:

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

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

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

• Annual financial reports must either be submitted on the Internal Revenue Service Form 990 or 990-EZ or the Secretary of State's Annual Financial Report Form.

• If you wish to extend the filing of that form with us, please submit a written request by email or fax to our office using the contact information below. Failure to submit the annual financial report may result in an administrative fine of up to $2,000.00.

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

Sincerely,

[Signature]
Kimberly S. Wickersham
Director, Division of Public Charities

South Carolina Secretary of State, Division of Public Charities
1205 Pendleton Street, Suite 525, Columbia, SC 29201
Phone (803) 734-1790  Fax (803) 734-1604  Email: charities@sos.sc.gov  www.sos.sc.gov
Anderson County Building & Codes
Monthly Activity Report
Aug-18

**Total Number Permit Transactions:** 931

<table>
<thead>
<tr>
<th>Category</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Single Family</td>
<td>77</td>
</tr>
<tr>
<td>New Multi-Family</td>
<td></td>
</tr>
<tr>
<td>Residential Additions/Upgrades</td>
<td>17</td>
</tr>
<tr>
<td>Garages/Barns/Storage</td>
<td>29</td>
</tr>
<tr>
<td>New Manufactured Homes</td>
<td>16</td>
</tr>
<tr>
<td>New Commercial</td>
<td>4</td>
</tr>
<tr>
<td>Commercial Upfits/Upgrades</td>
<td>6</td>
</tr>
<tr>
<td>Courtesy Permits/Fees Waived</td>
<td>7</td>
</tr>
</tbody>
</table>

(See Attached)

**Inspection Activity:**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citizens Inquiries (New &amp; Follow Up; Includes Sub-Standard Housing/Mobile Homes)</td>
<td>60</td>
</tr>
<tr>
<td>Tall Grass Complaints (New and Follow Ups)</td>
<td>31</td>
</tr>
<tr>
<td>Number of Scheduled Building Inspections Performed (# of Site Visits)</td>
<td>1069</td>
</tr>
<tr>
<td>Courtesy, Site and Miscellaneous Inspections</td>
<td>46</td>
</tr>
<tr>
<td>Manufactured Home Inspections</td>
<td>85</td>
</tr>
</tbody>
</table>

Total Number of Inspections (Site Visits) for Department: 1291

**Reviews/Misc. Activity:**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plans Reviewed</td>
<td>329</td>
</tr>
<tr>
<td>Mech/Elec/Plumb Reviews</td>
<td>23</td>
</tr>
<tr>
<td>New Derelict Manufactured Home Cases</td>
<td>0</td>
</tr>
<tr>
<td>Hearings</td>
<td>1</td>
</tr>
<tr>
<td>Court Cases</td>
<td>0</td>
</tr>
</tbody>
</table>

(Includes preliminary consultations, resubmittals and solar)

**Revenue Collected:**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reinspection Fees Collected</td>
<td>$560.00</td>
</tr>
<tr>
<td>Plan Review Revenue</td>
<td>$5,771.60</td>
</tr>
</tbody>
</table>

Total Revenue For The Month: $86,022.00
# Anderson County Building & Codes
Permits Issued for 2018

<table>
<thead>
<tr>
<th>Month</th>
<th>Building</th>
<th>Electrical</th>
<th>Plumbing</th>
<th>HVAC</th>
<th>MH</th>
<th>Wrecking</th>
<th>Moving</th>
<th>Misc.</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>194</td>
<td>232</td>
<td>116</td>
<td>139</td>
<td>81</td>
<td>10</td>
<td>9</td>
<td>30</td>
<td>811</td>
</tr>
<tr>
<td>February</td>
<td>202</td>
<td>207</td>
<td>91</td>
<td>110</td>
<td>201</td>
<td>21</td>
<td>8</td>
<td>35</td>
<td>875</td>
</tr>
<tr>
<td>March</td>
<td>263</td>
<td>385</td>
<td>171</td>
<td>167</td>
<td>89</td>
<td>14</td>
<td>10</td>
<td>25</td>
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<td>310</td>
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<tr>
<td>May</td>
<td>213</td>
<td>270</td>
<td>116</td>
<td>124</td>
<td>94</td>
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<td>15</td>
<td>38</td>
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<td>June</td>
<td>240</td>
<td>229</td>
<td>134</td>
<td>140</td>
<td>84</td>
<td>10</td>
<td>12</td>
<td>49</td>
<td>898</td>
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<td>July</td>
<td>242</td>
<td>247</td>
<td>111</td>
<td>121</td>
<td>59</td>
<td>24</td>
<td>7</td>
<td>31</td>
<td>842</td>
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<td>August</td>
<td>246</td>
<td>251</td>
<td>119</td>
<td>123</td>
<td>106</td>
<td>22</td>
<td>24</td>
<td>40</td>
<td>931</td>
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<tr>
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<td>2131</td>
<td>997</td>
<td>1065</td>
<td>820</td>
<td>117</td>
<td>97</td>
<td>272</td>
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</table>

## Permits Issued

- **January**: 1400
- **February**: 1300
- **March**: 1200
- **April**: 1100
- **May**: 1000
- **June**: 900
- **July**: 800
- **August**: 700
- **September**: 600
- **October**: 500
- **November**: 400
- **December**: 300
Anderson County Building & Codes
Permit Revenue for 2018

<table>
<thead>
<tr>
<th>Month</th>
<th>Building</th>
<th>Electrical</th>
<th>Plumbing</th>
<th>HVAC</th>
<th>MH</th>
<th>Wrecking</th>
<th>Moving</th>
<th>Misc.</th>
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<tbody>
<tr>
<td>January</td>
<td>$43,222.40</td>
<td>$13,505.00</td>
<td>$5,276.50</td>
<td>$8,308.00</td>
<td>$1,470.96</td>
<td>$450.00</td>
<td>$135.00</td>
<td>$5,048.90</td>
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<td>$120.00</td>
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<td>$47,939.80</td>
<td>$28,578.00</td>
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<td>$9,658.50</td>
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<td>$540.00</td>
<td>$120.00</td>
<td>$2,161.60</td>
<td>$104,266.20</td>
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<td>$50,679.00</td>
<td>$22,975.00</td>
<td>$5,916.50</td>
<td>$8,120.00</td>
<td>$2,935.30</td>
<td>$270.00</td>
<td>$180.00</td>
<td>$27,857.80</td>
<td>$118,933.60</td>
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<td>$15,833.00</td>
<td>$6,720.50</td>
<td>$7,865.00</td>
<td>$2,706.10</td>
<td>$450.00</td>
<td>$225.00</td>
<td>$6,937.50</td>
<td>$90,597.10</td>
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<td>$119,209.80</td>
<td>$19,047.00</td>
<td>$6,182.00</td>
<td>$17,949.00</td>
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<td>$360.00</td>
<td>$180.00</td>
<td>$12,108.60</td>
<td>$177,367.00</td>
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<td>July</td>
<td>$48,728.60</td>
<td>$17,313.00</td>
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<td>$6,590.00</td>
<td>$1,323.20</td>
<td>$630.00</td>
<td>$105.00</td>
<td>$4,177.90</td>
<td>$84,578.20</td>
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<tr>
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<td>$13,267.00</td>
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<td>$2,550.30</td>
<td>$540.00</td>
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<tr>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>October</td>
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<tr>
<td>November</td>
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<td></td>
</tr>
<tr>
<td>December</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Total</td>
<td>$498,203.80</td>
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<td>$4,095.00</td>
<td>$1,395.00</td>
<td>$72,846.10</td>
<td>$860,970.40</td>
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</tbody>
</table>

Permit Revenue
# Building Permits Issued and Local Public Construction

**ANDERSON COUNTY BUILDING & CODES**  
P.O. Box 8002  
ANDERSON, SC 29622-8002

For the month of:  
**Aug-18**

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

- If your building permit system has changed, mark (X) in the appropriate place below:
  - [ ] Discontinued issuing permits
  - [ ] Merged with another system
  - [ ] Split into two or more systems
  - [ ] Annexed land areas
  - [ ] Had other changes

**PLEASE RETURN THE WEEK OF:**

<table>
<thead>
<tr>
<th>Section</th>
<th>Type of Building</th>
<th>Privately Owned</th>
<th>Publicly Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1</td>
<td>NEW RESIDENTIAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Single-Family houses, detached</td>
<td>101</td>
<td>77</td>
</tr>
<tr>
<td></td>
<td>(Excluding mobile homes)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Single-family houses, attached</td>
<td>102</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Two-family buildings</td>
<td>103</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Three- and four family buildings</td>
<td>104</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Five- or more family buildings</td>
<td>105</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL: Sum of 101-105</td>
<td>109</td>
<td>77</td>
</tr>
<tr>
<td>Section 2</td>
<td>NEW RESIDENTIAL NON-RESEACH BUILDINGS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hotels, motels and tourist cabins</td>
<td>213</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other non-Residential buildings</td>
<td>214</td>
<td></td>
</tr>
<tr>
<td>Section 3</td>
<td>NONRESIDENTIAL BUILDINGS</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Amusement, social and recreational</td>
<td>318</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Churches and other religious</td>
<td>319</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Industrial</td>
<td>320</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Parking garages (buildings &amp; open decks)</td>
<td>321</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Service stations and service garages</td>
<td>322</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hospitals and institutional</td>
<td>323</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Offices, banks, and professional</td>
<td>324</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Public, rights and utilities</td>
<td>325</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Schools and other educational</td>
<td>326</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stores and consumer services</td>
<td>327</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other non-residential buildings</td>
<td>328</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Structures other than buildings</td>
<td>329</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL: Sum of 318-329</td>
<td>336</td>
<td></td>
</tr>
<tr>
<td>Section 4</td>
<td>ADDITIONS, ALTERATIONS AND CONVERSIONS</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Residential: Class A-1, consists of garages and carports in Item 436</td>
<td>434</td>
<td>17</td>
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<tr>
<td></td>
<td>Nonresidential and non-housekeeping</td>
<td>437</td>
<td>6</td>
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<tr>
<td></td>
<td>Additions of residential garages and carports attached and detached</td>
<td>438</td>
<td>10</td>
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<tr>
<td>Section 5</td>
<td>DEMOLITIONS AND RAZING OF BUILDINGS</td>
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</tr>
<tr>
<td></td>
<td>Single-family houses (attached and detached)</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Two-family buildings</td>
<td>646</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Three- and four family buildings</td>
<td>647</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Five- or more family buildings</td>
<td>648</td>
<td></td>
</tr>
<tr>
<td></td>
<td>All other buildings, structures or mobile homes</td>
<td>649</td>
<td></td>
</tr>
<tr>
<td>PERMIT #</td>
<td>ISSUE DATE</td>
<td>COST</td>
<td>OWNER NAME</td>
</tr>
<tr>
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<td>-----------------------------------</td>
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<td>201803613</td>
<td>8/08/2018</td>
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<td>8/15/2018</td>
<td>1.00</td>
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<tr>
<td>201803699</td>
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<td>BELL DOROTHY</td>
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<tr>
<td>201803706</td>
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<td>2,500.00</td>
<td>SUNDAY DONALD E + SUSAN KAYE</td>
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<tr>
<td>201803707</td>
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<td>SUNDAY DONALD E + SUSAN KAYE</td>
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<td>201803711</td>
<td>8/30/2018</td>
<td>8,900.00</td>
<td>ANDERSON COUNTY</td>
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**TOTALS:** 7 674,402.00
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<th>Check Date</th>
<th>Check Number</th>
<th>Vendor / Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>7/10/2018</td>
<td>7/18/2018</td>
<td>Anderson YMCA (Midnight Flight)</td>
<td>5,000.00</td>
</tr>
<tr>
<td></td>
<td>8/7/2018</td>
<td>8/22/2018</td>
<td>American Red Cross - Upstate Chapter</td>
<td>-1,500.00</td>
</tr>
<tr>
<td></td>
<td>8/21/2018</td>
<td>8/29/2018</td>
<td>Anderson Life Crisis Center</td>
<td>-1,500.00</td>
</tr>
<tr>
<td></td>
<td>8/21/2018</td>
<td>8/29/2018</td>
<td>Salvation Army of Anderson County</td>
<td>-8,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Budget 2018 - 2019</strong></td>
<td><strong>25,000.00</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>From Accommodations Fee</strong></td>
<td><strong>5,000.00</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Brought Forward</strong></td>
<td><strong>1,259.43</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>To YMCA during budget process</strong></td>
<td><strong>(2,500.00)</strong></td>
</tr>
</tbody>
</table>

**SUB-TOTAL**  
12,759.43

**Committed:**

**Ending Balance**  
12,759.43

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council  
DATE: September 12, 2018

Jana Pressley, Assistant Finance Manager  
DATE: September 12, 2018
DISTRICT 2 - SPECIAL PROJECTS
001-5829-002-241
FY Ended June 30, 2019

<table>
<thead>
<tr>
<th>Council Meeting of:</th>
<th>Check Dated:</th>
<th>Check Number</th>
<th>Vendor / Description</th>
<th>Amount</th>
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<tr>
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<td>25,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>From Accommodations Fee</td>
<td>5,000.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Brought Forward</td>
<td>10,041.23</td>
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<tr>
<td>8/7/2018</td>
<td>8/22/2018</td>
<td>62912</td>
<td>Anderson Jet Track Club</td>
<td>(1,000.00)</td>
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<tr>
<td>8/7/2018</td>
<td>8/22/2018</td>
<td>62978</td>
<td>Friends of Broadway Lake</td>
<td>(1,500.00)</td>
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<tr>
<td>8/7/2018</td>
<td>8/22/2018</td>
<td>63061</td>
<td>Shepherd Guild</td>
<td>(1,000.00)</td>
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<tr>
<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63303</td>
<td>Concerned Citizens for the Eastside (Community activity for school)</td>
<td>(600.00)</td>
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</table>

SUB-TOTAL: 35,941.23

Committed:

- 8/15/2017
  Games for Rehab Center: (341.23)
- 9/6/2018
  City of Anderson Recreation (Assist with children's program): (1,500.00)

Ending Balance: 34,100.00

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: September 12, 2018
### DISTRICT 3 - SPECIAL PROJECTS

001-5829-003-241  
FY Ended June 30, 2019

<table>
<thead>
<tr>
<th>Council Meeting of:</th>
<th>Check Dated:</th>
<th>Check Number</th>
<th>Vendor / Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>Budget 2018 - 2019</td>
<td>25,000.00</td>
</tr>
<tr>
<td></td>
<td>7/10/2018</td>
<td>7/18/2018</td>
<td>From Accommodations Fee</td>
<td>5,000.00</td>
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<tr>
<td></td>
<td>7/10/2018</td>
<td>7/18/2018</td>
<td>Brought Forward</td>
<td>136.54</td>
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<td>7/10/2018</td>
<td>7/18/2018</td>
<td>Transfer to District 5</td>
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<tr>
<td></td>
<td>7/10/2018</td>
<td>7/18/2018</td>
<td>Anderson YMCA (Midnight Flight)</td>
<td>(300.00)</td>
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<tr>
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<td>7/10/2018</td>
<td>7/18/2018</td>
<td>Distinguished Young Women of Anderson County</td>
<td>(200.00)</td>
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<td>7/10/2018</td>
<td>7/18/2018</td>
<td>Leverette-Thomas American Legion (Insurance on Bldg.)</td>
<td>(1,300.00)</td>
</tr>
<tr>
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<td>7/10/2018</td>
<td>7/18/2018</td>
<td>Widows Watchman Ministries</td>
<td>(200.00)</td>
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<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63249</td>
<td>Anderson Co 4-H (Clemson Coop)</td>
<td>(500.00)</td>
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<tr>
<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63252</td>
<td>Anderson Jets Track Club</td>
<td>(500.00)</td>
</tr>
<tr>
<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63255</td>
<td>Anderson Life Crisis Center</td>
<td>(1,500.00)</td>
</tr>
<tr>
<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63272</td>
<td>Belton Area Museum</td>
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</tr>
<tr>
<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63341</td>
<td>Homeland Park Fire Department</td>
<td>(1,500.00)</td>
</tr>
<tr>
<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63346</td>
<td>Iva Community Improvements Assoc</td>
<td>(700.00)</td>
</tr>
<tr>
<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63403</td>
<td>Salvation Army of Anderson County</td>
<td>(1,500.00)</td>
</tr>
</tbody>
</table>

**SUB-TOTAL**: 18,936.54

**Committed:**

- 9/4/2018 Anderson School District 2 (700.00)
- 9/4/2018 WLS Foundation (250.00)
- 9/4/2018 Shalom (Annual Bike Ride) (800.00)

**Ending Balance**: 17,186.54

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council  
Jana Pressley, Assistant Finance Manager  
DATE: September 12, 2018
<table>
<thead>
<tr>
<th>Council Meeting of:</th>
<th>Check Dated:</th>
<th>Check Number</th>
<th>Vendor / Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/10/2018</td>
<td>7/18/2018</td>
<td>61882</td>
<td>Budget 2018 - 2019</td>
<td>25,000.00</td>
</tr>
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<td></td>
<td>7/18/2018</td>
<td>61736</td>
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<tr>
<td></td>
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<td>Brought Forward</td>
<td>9,606.99</td>
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<tr>
<td></td>
<td>8/29/2018</td>
<td>63249</td>
<td>Anderson YMCA (Midnight Flight)</td>
<td>(300.00)</td>
</tr>
<tr>
<td></td>
<td>8/29/2018</td>
<td>63255</td>
<td>Distinguished Young Women of Anderson County</td>
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<tr>
<td></td>
<td>8/29/2018</td>
<td>63403</td>
<td>Widows Watchman Ministries</td>
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<tr>
<td></td>
<td>8/29/2018</td>
<td>63350</td>
<td>Anderson Co 4-H (Clemson Coop)</td>
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<td>8/29/2018</td>
<td>63403</td>
<td>Anderson Life Crisis Center</td>
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<td>Salvation Army of Anderson County</td>
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**SUB-TOTAL** 35,806.99

**Committed:**

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<td>9/4/2018</td>
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<td>Anderson County Humane Society</td>
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</tr>
<tr>
<td>9/4/2018</td>
<td>Anderson Cavaliers Athletic Program</td>
<td>(300.00)</td>
</tr>
<tr>
<td>9/4/2018</td>
<td>Shalom (Annual Bike Ride)</td>
<td>(1,000.00)</td>
</tr>
</tbody>
</table>

**Ending Balance** 33,956.99

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council  
Jana Pressley, Assistant Finance Manager  

DATE: September 12, 2018
### DISTRICT 5 - SPECIAL PROJECTS
001-5829-005-241
FY Ended June 30, 2019

<table>
<thead>
<tr>
<th>Council Meeting of</th>
<th>Check Dated</th>
<th>Check Number</th>
<th>Vendor \ Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/10/2018</td>
<td></td>
<td></td>
<td>Budget 2018 - 2019</td>
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<td>7/10/2018</td>
<td>7/18/2018</td>
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<tr>
<td>7/10/2018</td>
<td>7/18/2018</td>
<td>61874</td>
<td>Brought Forward</td>
<td>11,394.77</td>
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<tr>
<td>7/10/2018</td>
<td></td>
<td></td>
<td>To YMCA during budget process</td>
<td>(2,500.00)</td>
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<tr>
<td>7/10/2018</td>
<td>8/29/2018</td>
<td>63249</td>
<td>Transfer From District 3</td>
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<tr>
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<td></td>
<td>Distinguished Young Women of Anderson County</td>
<td>(300.00)</td>
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<tr>
<td>7/10/2018</td>
<td>8/29/2018</td>
<td>63255</td>
<td>Widows Watchman Ministries</td>
<td>(200.00)</td>
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<tr>
<td>8/21/2018</td>
<td></td>
<td></td>
<td>Anderson Co 4-H (Clemson Coop)</td>
<td>(500.00)</td>
</tr>
<tr>
<td>8/21/2018</td>
<td></td>
<td></td>
<td>Anderson Life Crisis Center</td>
<td>(1,500.00)</td>
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<tr>
<td>8/21/2018</td>
<td></td>
<td></td>
<td>Salvation Army of Anderson County</td>
<td>(2,000.00)</td>
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**SUB-TOTAL** 36,394.77

**Committed:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>9/4/2018</td>
<td>Anderson County Humane Society</td>
<td>(500.00)</td>
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<tr>
<td>9/4/2018</td>
<td>Anderson Cavaliers Athletic Program</td>
<td>(300.00)</td>
</tr>
<tr>
<td>9/4/2018</td>
<td>Shalom (Annual Bike Ride)</td>
<td>(1,500.00)</td>
</tr>
</tbody>
</table>

**Ending Balance** 34,094.77

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: September 12, 2018
### Council Check Check

<table>
<thead>
<tr>
<th>Meeting of:</th>
<th>Dated:</th>
<th>Check Number</th>
<th>Vendor / Description</th>
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<tr>
<td>---</td>
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<td>Budget 2018 - 2019</td>
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<td>---</td>
<td>---</td>
<td>---</td>
<td>From Accommodations Fee</td>
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<tr>
<td>7/10/2018</td>
<td>7/18/2018</td>
<td>61738</td>
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<td>(500.00)</td>
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<tr>
<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63292</td>
<td>CESA - Tri County</td>
<td>(3,000.00)</td>
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<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63389</td>
<td>Powdersville High (Fishing Team)</td>
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<tr>
<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63391</td>
<td>Powdersville YMCA</td>
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<tr>
<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63403</td>
<td>Salvation Army of Anderson County</td>
<td>(1,000.00)</td>
</tr>
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</table>

**SUB-TOTAL**  
21,194.45

**Committed:**

**Ending Balance**  
21,194.45

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council  
DATE: September 12, 2018

Jana Pressley, Assistant Finance Manager  
DATE: September 12, 2018
### DISTRICT 7 - SPECIAL PROJECTS

001-5829-007-241  
FY Ended June 30, 2019

<table>
<thead>
<tr>
<th>Council Meeting of:</th>
<th>Check Dated:</th>
<th>Check Number</th>
<th>VENDOR</th>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>7/10/2018</td>
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<td>7/10/2018</td>
<td>7/18/2018</td>
<td>61739</td>
<td>From Accommodations Fee</td>
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<tr>
<td>7/10/2018</td>
<td>7/18/2018</td>
<td>61874</td>
<td>Brought Forward</td>
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<td>7/10/2018</td>
<td>7/18/2018</td>
<td>61707</td>
<td>Caroline Community Center</td>
<td>(5,000.00)</td>
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<tr>
<td>7/10/2018</td>
<td>7/18/2018</td>
<td>61739</td>
<td>Distinguished Young Women of Anderson County</td>
<td>(300.00)</td>
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</tr>
<tr>
<td>7/10/2018</td>
<td>7/18/2018</td>
<td>61874</td>
<td>Widows Watchman Ministries</td>
<td>(2,000.00)</td>
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<tr>
<td>8/7/2018</td>
<td>8/22/2018</td>
<td>62912</td>
<td>Anderson Jet Track Club</td>
<td>(300.00)</td>
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<tr>
<td>8/7/2018</td>
<td>8/22/2018</td>
<td>63079</td>
<td>Town of Honea Path (Fire &amp; EMS)</td>
<td>(5,000.00)</td>
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<tr>
<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63249</td>
<td>Anderson Co 4-H (Clemson Coop)</td>
<td>(500.00)</td>
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</tr>
<tr>
<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63382</td>
<td>Pelzer Heritage Commission</td>
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</tr>
<tr>
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<td>8/29/2018</td>
<td>63403</td>
<td>Salvation Army of Anderson County</td>
<td>(1,000.00)</td>
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**SUB-TOTAL**: 12,700.00

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<tr>
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<tbody>
<tr>
<td>9/4/2018</td>
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<tr>
<td>Anderson School District 2</td>
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<tr>
<td>9/4/2018</td>
</tr>
<tr>
<td>Shalom (Annual Bike Ride)</td>
</tr>
</tbody>
</table>

**Ending Balance**: 11,900.00

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council  
DATE: 

Jana Pressley, Assistant Finance Manager  
DATE: September 12, 2018
District 1 Paving Report
Through August 31, 2018

<table>
<thead>
<tr>
<th>FY18-19 Budget includes Carryforward from FY17-18 Budget</th>
<th>$182,180.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Committed</td>
<td>$156,953.81</td>
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</tbody>
</table>

| AVAILABLE | $25,226.19 |

**FDP** = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
<th>Scope/Towns-Cities/Other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>City of Anderson</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
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</tr>
<tr>
<td>11/2/2016</td>
<td>Civic Center</td>
<td>Upgrade roads, landscaping</td>
<td>$119,000.00</td>
<td>$56,306.16</td>
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<td>1/16/2018</td>
<td>Oak Hill Drive Traffic Control</td>
<td>Radar sign &amp; reflectors</td>
<td>$6,500.00</td>
<td>$3,903.03</td>
<td>incomplete</td>
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</table>

Totals: $125,500.00 $60,209.19

District 1 Paving Plan

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/15/2017</td>
<td>Paving (Pending C-Fund match)</td>
<td></td>
<td>$91,663.00</td>
<td>$0.00</td>
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</tr>
</tbody>
</table>

Totals: $91,663.00 $0.00

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31, 2018

Prepared By: Sherry McGraw

Roads & Bridges

Date

Certified By: Neil Carney

Date
## District 2 Paving Report

Through August 31, 2018

<table>
<thead>
<tr>
<th>FY18-19 Budget includes Carryforward from FY17-18 Budget</th>
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</thead>
<tbody>
<tr>
<td>Committed</td>
<td>$61,088.00</td>
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</table>

**AVAILABLE** $75,002.00

**FDP** = Full Depth Patching; **FDR** = Full Depth Reclamation; **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>City of Anderson</td>
<td>Grading/Drainage</td>
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</table>

**Totals:**

- $0.00
- $0.00

### District 2 Paving Plan

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/15/2017</td>
<td>Paving (Pending C-Fund match)</td>
<td></td>
<td>$61,088.00</td>
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<td></td>
</tr>
</tbody>
</table>

**Totals:**

- $61,088.00
- $0.00

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31, 2018.

Prepared By: Sherry McGraw

Roads & Bridges

Sherry McGraw

Date

Certified By: Neil Carney

Neil Carney

Date
**District 3 Paving Report**
**Through August 31, 2018**

<table>
<thead>
<tr>
<th>FY18-19 Budget includes Carryforward from FY17-18 Budget</th>
<th>$122,250.00</th>
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<tbody>
<tr>
<td>Committed</td>
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<td><strong>AVAILABLE</strong></td>
<td><strong>$56,179.54</strong></td>
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</tbody>
</table>

**FDP = Full Depth Patching; FDR = Full Depth Reclamation; ST = Single Treat; FS = Fog Seal; Pave = Resurface with Asphalt; CS = Crack Seal**

### Projects/Towns & Cities/Other

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/8/2013</td>
<td>Town of Iva</td>
<td>Grading/Drainage</td>
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<td>$21,040.24</td>
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<td>7/7/2015</td>
<td>Town of Iva</td>
<td>Grading/Drainage</td>
<td>$16,250.00</td>
<td>$0.00</td>
<td>Incomplete</td>
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<tr>
<td>7/7/2015</td>
<td>Town of Starr</td>
<td>Grading/Drainage</td>
<td>$8,000.00</td>
<td>$5,518.30</td>
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<td></td>
<td>City of Belton</td>
<td>Grading/Drainage</td>
<td>$0.00</td>
<td>$0.00</td>
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</table>

**Totals:**
- $69,250.00
- $26,558.54

### District 3 Paving Plan

<table>
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<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
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</thead>
<tbody>
<tr>
<td>8/15/2017</td>
<td>Paving (Pending C-Fund match)</td>
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<td></td>
</tr>
</tbody>
</table>

**Totals:**
- $23,379.00
- $0.00

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31, 2018.

Prepared By: Sherry McGraw
Roads and Bridges
Date

Certified By: Neil Carney
Date

Sherry McGraw
September 6, 2018
District 4 Paving Report
Through August 31, 2018

<table>
<thead>
<tr>
<th>FY18-19 Budget includes Carryforward from FY17-18 Budget</th>
<th>$120,845.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Committed</td>
<td>$120,845.00</td>
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</tbody>
</table>

| AVAILABLE | $0.00 |

FDP = Full Depth Patching; FDR = Full Depth Reclamation, ST = Single Treat; FS = Fog Seal; Pave = Resurface with Asphalt; CS = Crack Seal

### Projects/Towns & Cities / Other

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project Description</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/7/2015</td>
<td>Town of Pendleton</td>
<td>Grading/drainage</td>
<td>$39,500.00</td>
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<tr>
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</tbody>
</table>

Totals: $39,500.00 $27,042.90

### District 4 Paving Plan

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project Description</th>
<th>Scope</th>
<th>Appropriated Amount</th>
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<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/15/2017</td>
<td>Paving (Pending C-Fund match)</td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Totals: $108,388.00 $0.00

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31, 2018

Prepared By: Sherry McGraw
Date

Certified By: Neil Carney
Date

Prepared By: Sherry McGraw
Date

Certified By: Neil Carney
Date
## District 5 Paving Report

Through August 31, 2018

<table>
<thead>
<tr>
<th>FY18-19 Budget includes Carryforward from FY17-18 Budget</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Committed</td>
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</tbody>
</table>

### AVAILABLE $2.00

**FDP** = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
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**Totals:** $0.00 $0.00

### District 5 Paving Plan

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
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</thead>
<tbody>
<tr>
<td>8/15/2017</td>
<td>Paving (Pending C-Fund match)</td>
<td></td>
<td>$196,148.00</td>
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<td></td>
</tr>
</tbody>
</table>

**Totals:** $196,148.00 $0.00

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31, 2018.

Prepared By: Sherry McGraw Roads and Bridges

Certified By: Neil Carney

Sherry McGraw

Date

September 6, 2018

Neil Carney

Date

[Signature]
## District 6 Paving Report

Through August 31, 2018

<table>
<thead>
<tr>
<th>FY18-19 Budget includes Carryforward from FY17-18 Budget</th>
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<tr>
<td><strong>AVAILABLE</strong></td>
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</table>

---

**FDP** = Full Depth Patching; **FDR** = Full Depth Reclamation; **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/07/18</td>
<td>Powdersville - School District One</td>
<td>Paving</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
<td>8/29/2018</td>
</tr>
</tbody>
</table>

Totals: $20,000.00 $20,000.00

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<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/15/2017</td>
<td>Paving (Pending C-Fund match)</td>
<td></td>
<td>$18,867.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Totals $18,867.00 $0.00

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31, 2018.

Prepared By: Sherry McGraw  
Roads and Bridges  
Date: September 6, 2018

Certified By: Neil Carney  
Date: 9/10/18
**District 7 Paving Report**

Through August 31, 2018

<table>
<thead>
<tr>
<th>FY18-19 Budget includes Carryforward from FY17-18 Budget</th>
<th>$109,045.00</th>
</tr>
</thead>
</table>

| Committed | $91,074.46 |

| AVAILABLE | $17,970.54 |

**FDP** = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

<table>
<thead>
<tr>
<th>Projects/Towns/Cities/Other</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approval Date</td>
<td>Project</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/19/2016</td>
<td>Town of Honea Path</td>
<td>Grading/drainage</td>
<td>$48,000.00</td>
<td>$22,602.55</td>
</tr>
<tr>
<td>11/18/2014</td>
<td>Town of Pelzer</td>
<td>Grading/drainage</td>
<td>$5,000.00</td>
<td>$2,812.55</td>
</tr>
<tr>
<td>7/7/2015</td>
<td>Town of Pelzer</td>
<td>Grading/drainage</td>
<td>$2,500.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>10/19/2016</td>
<td>Town of Pelzer</td>
<td>Grading/drainage</td>
<td>$17,000.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>10/19/2016</td>
<td>Town of West Pelzer</td>
<td>Grading/drainage</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>10/19/2016</td>
<td>Town of Williamston</td>
<td>Grading/drainage</td>
<td>$52,000.00</td>
<td>$13,850.24</td>
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<tr>
<td></td>
<td>Totals:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$124,500.00</td>
<td>$39,265.34</td>
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<table>
<thead>
<tr>
<th>District 7 Paving Plan</th>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/15/2017</td>
<td>Paving (Pending C-Fund match)</td>
<td>Scope</td>
<td>$5,411.00</td>
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<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Totals:</td>
<td></td>
<td></td>
<td></td>
<td>$5,411.00</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31, 2018

Prepared By: Sherry McGraw
Roads and Bridges
Date

Certified By: Neil Carney
Date
All Districts Paving Report  
Through August 31, 2018

<table>
<thead>
<tr>
<th>FY18-19 Budget</th>
<th>$1,500,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Committed</td>
<td>#REF!</td>
</tr>
<tr>
<td>AVAILABLE</td>
<td>#REF!</td>
</tr>
</tbody>
</table>

**FDP** = Full-Depth Patching; **FDR** = Full-Depth Reclamation; **ST** = Single-Treatment; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent to Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/07/18</td>
<td>Townville Fire Department</td>
<td>Pave Parking Lot</td>
<td>$10,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>08/07/18</td>
<td>Town of Honea Path</td>
<td>Paving</td>
<td>$48,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>08/07/18</td>
<td>Town of Pelzer</td>
<td>Paving</td>
<td>$17,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>08/07/18</td>
<td>Town of West Pelzer</td>
<td>Paving</td>
<td>$25,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>08/07/18</td>
<td>Town of Williamston</td>
<td>Paving</td>
<td>$52,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Totals:       |                      |                        | $152,000.00         | $0.00                      |                 |

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31, 2018

Prepated By: Sherry McGraw  
Roads & Bridges Date

Certified by: Neil Carney  
Date
Attached transfers have been posted to General Ledger. This is notice to council of the processed transfers.
**BUDGET TRANSFER**

**DIVISION:**

**DEPARTMENT:** CIVIC CENTER

<table>
<thead>
<tr>
<th>FROM: TITLE</th>
<th>ACCT.#</th>
<th>TO: TITLE</th>
<th>ACCT.#</th>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPAIRS TO BUILDING</td>
<td>001-5955-000-250</td>
<td>LANDSCAPING</td>
<td>001-5955-000-313</td>
<td>1000.00</td>
</tr>
</tbody>
</table>

Total $1000.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

**REASON:**
ADDITIONAL MONEY NEEDED FOR MULCH TO MAKE OUR COMPLEX BEAUTIFUL FOR EVENTS.

Mulch for area around complex for Celebrate Anderson

Is this transfer within your department? (Circle One) **Yes** No

Is this transfer within your division? (Circle One) **Yes** No

DEPT. HEAD: [Signature] DATE: 8-21-18
DIVIS HEAD: [Signature] DATE: 8-21-18
FINANCE: [Signature] DATE: 8-21-18
ADMINISTRATOR: [Signature] DATE: 8-21-18

Journal Entry # 1003 DATE: 8-21-18
## BUDGET TRANSFER

**DIVISION:**
- Public Works

**DEPARTMENT:**
- 5221- Roads and Bridges

### FROM:

<table>
<thead>
<tr>
<th>TITLE</th>
<th>ACCT.#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Services</td>
<td>001-5221-000-304</td>
</tr>
</tbody>
</table>

### TO:

<table>
<thead>
<tr>
<th>TITLE</th>
<th>ACCT.#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment Rental</td>
<td>001-5221-000-247</td>
</tr>
</tbody>
</table>

**AMOUNT:**
- 10,000.00

**REASON:**
Due to rental of paving machine for Ballard Rd project and paving the Belton Walking Trail this has depleted our rental equipment account.

Is this transfer within your department? (Circle One) Yes No

Is this transfer within your division? (Circle One) Yes No

**DEPT. HEAD:**
- Matt Hagan

**DIVIS HEAD:**
- [Signature]

**FINANCE:**
- [Signature]

**ADMINISTRATOR:**
- [Signature]

**Journal Entry #**
- 1003

**DATE: 8-6-2018**

**DATE: 6-7-18**

**DATE: 8-9-18**

**DATE: 8-11-18**

**DATE: 8-21-18**
# BUDGET TRANSFER

**DIVISION:** AIRPORT  
**DEPARTMENT:** AIRCRAFT MAINTENANCE

<table>
<thead>
<tr>
<th>FROM</th>
<th>TO</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>SUPPLIES - OFFICE</td>
<td>400.00</td>
</tr>
<tr>
<td>ACCT.#</td>
<td>ACCT#</td>
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</tr>
<tr>
<td>142-5775-00-250</td>
<td>142-5775-001-269</td>
<td></td>
</tr>
</tbody>
</table>

Total 400.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

**REASON:**
The Aircraft Maintenance Parts Room Printer was in such a poor state of disrepair, the decision was made that it needed to be replaced. The former printer was heavily utilized by the Aircraft Maintenance Shop to conduct business operations such as creating shipping labels and printing documents in color. As the device will be replacing the existing all-in-one printer, we hope to utilize additional support functions such as scanning documents and transmitting faxes.

Is this transfer within your department?  
(Circle One) Yes ☑️ No

Is this transfer within your division?  
(Circle One) Yes ☑️ No

**DEPT. HEAD:**  
**DIVIS HEAD:**  
**FINANCE:**  
**ADMINISTRATOR:**  
**Journal Entry #:** 1003  
**DATE:** F-2-19

**NEW BUDGET:**
18-19
PURSUANT TO ANDERSON COUNTY BUDGET ORDINANCE WHICH PERMITS THE ADMINISTRATOR TO TRANSFER APPROPRIATIONS BETWEEN OBJECT CLASSIFICATIONS CODES WITHIN A DEPARTMENT AND BETWEEN DEPARTMENTAL ACCOUNTS. THE FOLLOWING TRANSFERS ARE AUTHORIZED:

DIVISION: CENTRAL ADMINISTRATIVE SERVICES
DEPARTMENT: ASSESSOR/GIS E911

FROM: 

<table>
<thead>
<tr>
<th>TITLE</th>
<th>COMPUTER SOFTWARE</th>
<th>ACCT.#</th>
<th>174-5063-001-209</th>
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</thead>
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TO: 

<table>
<thead>
<tr>
<th>TITLE</th>
<th>TRAINING</th>
<th>ACCT.#</th>
<th>174-5063-001-277</th>
</tr>
</thead>
</table>

AMOUNT: $2,500.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON: These funds are needed to continue to give our GIS Analyst ESRI ArcGIS training. She has completed ESRI ArcGIS I. I would like to set her up for ESRI ArcGIS II. This course is an online training session and will require no travel, lodging or per diem. My GIS training budget was reduced for this fiscal year and I currently do not have enough Training fund available to cover the cost of this session which is $1,815. This training is vital to the GIS employees as they progress in their field. As she completes these courses we are able to utilize her skills more and more reducing the heavy work load on the GIS Supervisor.

Is this transfer within your department? (Circle One) YES

Is this transfer within your division? (Circle One) YES

DEPT. HEAD: 
DIVIS HEAD: 
FINANCE: 
ADMINISTRATOR: 

Journal Entry # 1003

DATE: 08/08/2018
DATE: 8/1/18
DATE: 8/9/18
DATE: 8/10/18
**BUDGET TRANSFER**

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TO:</th>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>REPAIRS TO BUILDING</td>
<td>TITLE</td>
</tr>
<tr>
<td>ACCT.#</td>
<td>001-5955-000-250</td>
<td>ACCT.#</td>
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<tr>
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<tr>
<td>TITLE</td>
<td>ACCT.#</td>
<td>TITLE</td>
</tr>
</tbody>
</table>

Total 0.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

**REASON:**
WE DID NOT HAVE A SUBSCRIPTION BUDGET LINE ITEM AND NEEDED ONE IN ORDER TO PURCHASE A SUBSCRIPTION.

Amazon Prime - currently county does not have a corporate acct.

Is this transfer within your department? (Circle One) **Yes**  No

Is this transfer within your division? (Circle One) **Yes**  No

DEPT. HEAD:  DATE: 8/29/18
DIVIS HEAD:  DATE: 9-3-15
FINANCE:  DATE: 9-5-18
ADMINISTRATOR:  METAL  DATE: 9-5-18

Journal Entry #  1005
BUDGET TRANSFER

DIVISION: PUBLIC DEFENDER
DEPARTMENT: 6056

FROM:

<table>
<thead>
<tr>
<th>TITLE</th>
<th>Salaries - Temp</th>
<th>TO:</th>
<th>TITLE</th>
<th>Contracted labor</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACCT.#</td>
<td>114-5056-001-102</td>
<td>AMOUNT:</td>
<td>ACCT#</td>
<td>114-5056-001-324</td>
</tr>
<tr>
<td>TITLE</td>
<td></td>
<td></td>
<td>ACCT#</td>
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<td>TITLE</td>
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<td>ACCT.#</td>
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<td>ACCT#</td>
<td></td>
</tr>
</tbody>
</table>

Total 6,000.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

Transferring money into contracted labor to get a short-term (4 month) contract with attorney to cover the caseload until a permanent replacement is hired.

Is this transfer within your department? (Circle One) Yes No
Is this transfer within your division? (Circle One) Yes No

DEPT. HEAD: 08/15/2018
DIVIS HEAD: 
FINANCE: 
ADMINISTRATOR: 8-23-18
Journal Entry # 1005 DATE: 9-8-18
BUDGET TRANSFER

DIVISION: library

DEPARTMENT: Cunie Center

FROM:

TITLE
Building Repairs

ACCT. #
5955-400-250

TO:

TITLE
Landscaping

ACCT. #
5955-400-315

AMOUNT:
3900. 00

AMOUNT:
460. 00

AMOUNT:
7490. 00

EXPLAIN IN COMPLETE DETAIL the reason for the transfer.

REFERENCE:

In progress: New and repair lights in building lost for Cuniei Peel. And. for Event

Is this transfer within your department? (Circle one) Yes No

Is this transfer within your division? (Circle one) Yes No

DEPT. HEAD:

DIV. HEAD:

FINANCE:

ADMINISTRATOR:

Journal Entry #
1007

DATE:
9/7/18

DATE:
9/7/18

DATE:
9/12/18
**BUDGET TRANSFER**

**DIVISION:**

**DEPARTMENT:**

**FROM:**

<table>
<thead>
<tr>
<th>TITLE</th>
<th>Books &amp; Publications</th>
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<tr>
<td>ACCT.#</td>
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**TO:**

<table>
<thead>
<tr>
<th>TITLE</th>
<th>Rent - Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACCT.#</td>
<td>114-5056-000-246</td>
</tr>
</tbody>
</table>

**AMOUNT:** 20.00

**REASON:**

Budget for storage was reduced in anticipation of relocating into new office at McDuffie St. Office is not yet relocated and we continue to need off site file storage.

**Total:** 20.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

**Is this transfer within your department?** (Circle One) Yes No

**Is this transfer within your division?** (Circle One) Yes No

**DEPT. HEAD:**

**DATE:** 09/10/2018

**DIVIS HEAD:**

**DATE:** 09/11/18

**FINANCE:**

**DATE:** 09/12/18

**ADMINISTRATOR:**

**DATE:** 09/12/18

**Journal Entry #**

**Date:** 1007