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

1. CALL TO ORDER:

2. RESOLUTIONS:
   a. R2018-055: A resolution to recognize and honor Hopewell Baptist Church on their 215 year Anniversary. Ms. M. Cindy Wilson, Mr. Tom Allen (allotted 5 minutes)

   b. R2018-057: A resolution to recognize and honor Palmetto High School student Logan Hawkins for his dedicated sportsmanship and outstanding performance during the Earl Wooten Memorial Golf Tournament and Watson Cup. Ms. M. Cindy Wilson (allotted 5 minutes)

3. ADJOURNMENT:

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
November 6, 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. M. Cindy Wilson

3. APPROVAL OF MINUTES: October 16, 2018

4. CITIZENS COMMENTS: Agenda Matters

5. PRESENTATION FROM ANDERSON FUTURE FARMERS OF AMERICA: (allotted 10 minutes)

6. UPDATE AND THANK YOU TO COUNCIL FROM ANGEL WHEELER: (allotted 10 minutes)

7. ORDINANCE THIRD READING: none

8. ORDINANCE SECOND READING:
   a. 2018-045: an ordinance imposing a prohibition on certain motor vehicle traffic on Ballard Road (C-06-0041). (District 7) Mr. Rusty Burns (allotted 5 minutes)

   b. 2018-046: an ordinance to provide approval for Anderson County to Quit Claim an area of 84 square feet to the current owner of Lot 1 of Buckwood Subdivision in order that the garage located on Lot 1 does not encroach into the Right way of Oswego Road. (District 4) Mr. Rusty Burns (allotted 5 minutes)

   c. 2018-047: 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 Fox) Mr. Burriss Nelson (allotted 5 minutes)

   d. 2018-048: an ordinance to amend Chapter 70-9:2 of the Anderson County Code of Ordinances, so as to provide compensation to members of the Board of Zoning Appeals. Mr. Jeff Parkey (allotted 5 minutes)

   e. 2018-049: an ordinance to amend Chapter 38-311 of the Anderson County Code of Ordinances, so as to clarify the decision making and public record and notification processes for preliminary subdivision proposals. Mr. Jeff Parkey (allotted 5 minutes)

   f. 2018-050: an ordinance to amend Chapter 38-66 of the Anderson County Code of Ordinances, so as to provide compensation to Planning Commissioners. Mr. Jeff Parkey (allotted 5 minutes)
9. **ORDINANCE FIRST READING:**

   a. **2018-051**: an ordinance to amending the zoning map to rezone +/- 1.00 acres from R-20 (Single Family Residential) to R-D (Residential –Duplex District) at 284 Grate Road. 
      (District 4) **PUBLIC HEARING-NO TIME LIMITS**
      Mr. Jeff Parkey (allotted 5 minutes)

   b. **2018-052**: an ordinance to amending the zoning map to rezone +/- .33 acres from R-M1 (Mixed Residential District) to C-2 (Highway Commercial) at 3 Beaverdam Road, 
      (District 7) **PUBLIC HEARING-NO TIME LIMITS**
      Mr. Jeff Parkey (allotted 5 minutes)

   c. **2018-053**: an ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 PARK) of Anderson County and Greenville Counties so as to enlarge the park. 
      (Project Triple) Mr. Burriss Nelson (allotted 5 minutes)

   d. **2018-054**: an ordinance authorizing the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to Armada Development, LLC to assist in the development of a senior housing project. (Project Armada) 
      Mr. Burriss Nelson (allotted 5 minutes)

   e. **2018-055**: 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 Armada) Mr. Burriss Nelson (allotted 5 minutes)

   f. **2018-056**: an ordinance authorizing, under certain conditions, the execution and delivery by Anderson County, South Carolina of an amended Fee in Lieu of Taxes Agreement with Project Trio with respect to a project in the county whereby the project would be subject to payment of certain Fees in Lieu of Taxes and would be provided certain Special Source credits against fee payments and Infrastructure Improvement Grant. (Project Trio) 
      Mr. Burriss Nelson (allotted 5 minutes)

   g. **2018-057**: an ordinance authorizing the execution and delivery of Special Resource Credit Agreements by and between Anderson County, South Carolina, Ace Solar, LLC, and Pelzer Solar I, LLC with respect to certain economic development in the County including provision of certain Special Source Revenue Credits. 
      (Project Avocado) Mr. Burriss Nelson (allotted 5 minutes)

10. **RESOLUTIONS:**

   a. **R2018-058**: a resolution adopting the FY 2018-2019 Road Improvement Plan for Anderson County.

   b. **R2018-059**: a resolution to approve an Intergovernmental Agreement with the Town of Pelzer for Anderson County to provide certain services within town limits which the County presently provides to unincorporated areas. 
      Mr. Rusty Burns (allotted 5 minutes)

   c. **R2018-060**: a resolution in support of Clemson University’s acquisition of real property in Anderson County for legal access to a portion of the Clemson Experimental Forest that does not presently exist to enhance the University’s programs for research, teaching, education, demonstration activities, and the community. 
      Mr. Rusty Burns (allotted 5 minutes)

   d. **R2018-061**: a resolution authorizing, under certain conditions, the execution and delivery by Anderson County, South Carolina of a Fee in Lieu of Taxes Agreement with Project Trio with respect to a project in the County whereby the project would be subject to payment of certain Fees in Lieu of Taxes, and would be provided certain Special Source Credits against fee payments. Mr. Burriss Nelson (allotted 5 minutes)

   e. **R2018-062**: a resolution authorizing the withdrawal of certain real property from the Fee in Lieu of Tax Agreement by and between Robert Bosch, LLC, AFCO and Anderson County, South Carolina. 
      Mr. Burriss Nelson (allotted 5 minutes)
11. **REPORT FROM PERSONNEL COMMITTEE MEETING HELD NOVEMBER 2, 2018:**
   a. Executive Session: Personnel Matter Chairman Tom Allen (allotted 15 minutes)

12. **EXECUTIVE SESSION: LEGAL MATTERS**

13. **REPORT FROM PUBLIC SAFETY COMMITTEE MEETING HELD NOVEMBER 2, 2018:**
   a. Weapons Release to Retirees Chairman Ray Graham (allotted 15 minutes)
   b. Chairs for Dispatch

14. **APPOINTMENTS:** none

15. **REQUESTS BY COUNCIL:**
   Lights of Hope- Anderson Christmas Lights- All Districts
   Anderson Area YMCA- Reindeer Run- District 1
   The Anderson Free Clinic- District 1
   Town of West Pelzer- District 7
   All Districts (14 minutes)

16. **ADMINISTRATORS REPORT:**
   (Allotted 2 minutes)

17. **CITIZENS COMMENTS:**

18. **REMARKS FROM COUNCIL:**

19. **ADJOURNMENT:**

   Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures in order to participate in this program, service or activity please contact the office of the program, service or activity as soon as possible but no later than 24 hours before the scheduled event.
RESOLUTION 2018-055

A RESOLUTION TO HONOR AND RECOGNIZE HOPEWELL BAPTIST CHURCH ON THEIR 215 YEAR ANNIVERSARY; AND OTHER MATTERS RELATING THERETO.

Whereas, Hopewell Baptist church implements ministry in the church and throughout the community by building right relationships, pursuing right beliefs and engaging in the right actions; and,

Whereas, Hopewell Baptist Church was constituted on September 23, 1803 becoming the third church to join the Saluda Association with 83 members who attended church services in a building constructed of logs; and,

Whereas, in 1891 the old log structure was torn down and a one room, one story structure was built. The building was 60' x 40' in size with nice pews and two wood stoves with a building cost of approximately $2500. It was considered one of the finer churches in the Saluda Association; and,

Whereas, in February, 1949 members of the church voted to rebuild the church and by August 1949 the new church was complete. The building was a brick structure with hardwood floors, a commodious arched auditorium, a Baptistry, eight Sunday school rooms and oil heat. On October 2, 1949 a dedication service was held; and,

Whereas, on June 30, 1959 the Men's Brotherhood was organized and the church voted to sponsor a Youth Fellowship Hour for the young people of the church and in October 1960 the Young Women's Auxiliary was organized; and,

Whereas on March 2, 1963 Hopewell voted to incorporate as the Hopewell Baptist Church of Anderson, SC; and,

Whereas, in 1971 a lighted sign for Hopewell Church was placed on Highway 81; and,

Whereas, on September 21, 1986 the church celebrated its 183 year anniversary and homecoming; and,

Whereas, on September 23, 2018 Hopewell Baptist Church celebrated their anniversary commemorating 215 years of service; and,

Whereas, The Anderson County Council is pleased to congratulate the members of Hopewell Baptist Church on their 215 year anniversary and salutes their efforts to continue to minister to the needs of others; and,

Whereas, the administration, residents and the County Council of Anderson are pleased to honor Hopewell Baptist Church for their contributions to the community and Anderson County.

RESOLVED in meeting duly assembled this 6th day of November, 2018.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
County Council

Tom Allen
District Four

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Lacey A. Croegaert
Clerk to Council
RESOLUTION R2018-057

A RESOLUTION TO HONOR AND RECOGNIZE PALMETTO HIGH SCHOOL STUDENT LOGAN HAWKINS FOR HIS DEDICATED SPORTSMANSHIP AND OUTSTANDING PERFORMANCES DURING THE EARL WOOTEN MEMORIAL GOLF TOURNAMENT AND THE WATSON CUP; AND OTHER MATTERS RELATED THERETO.

Whereas, Logan Hawkins is a 16 year old, junior attending Palmetto High School. He is a member of The Palmetto Mustang Varsity Golf Team; and,

Whereas, on August 26, 2018 Logan Hawkins did compete in the Earl Wooten Memorial Golf Tournament at the Saluda Valley Country Club in Williamston, SC. Logan shot two straight rounds of 3-under par 69 to win the Earl Wooten Memorial. Logan is the youngest golfer to win this title in the tournament; and,

Whereas, on October 15, 2018 Logan Hawkins did compete as member of the South Carolina Junior Golf Association Team consisting of eight golfers in the 2018 inaugural Watson Cup held at the Ocean and Cassique Course on Kiawah Island, South Carolina. Logan helped score the final three points for his South Carolina Junior Golf Team representing the USA to win the competition and defeat Team Scotland with a final score of 19.5 to 16.5; and,

NOW, THEREFORE, BE IT RESOLVED that, Anderson County Council wishes to commend our young adults who demonstrate high levels of sportsmanship and professionalism required to compete in a highly competitive environment. Developing life skills such as leadership, responsibility, dedication, and teamwork, reflecting the pride of their community and setting an example for peers to emulate. We are proud of your accomplishments and would like to wish you great success in all of your future endeavors.

RESOLVED in meeting duly assembled this 6th day of November, 2018.

FOR ANDERSON COUNTY:

______________________________  ________________________________
Tommy Dunn, Chairman          M. Cindy Wilson
County Council                     District Seven

ATTEST:

______________________________  ________________________________
Rusty Burns                      Lacey Croegaert
County Administrator            Clerk to Council
State of South Carolina
County of Anderson

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
OCTOBER 16, 2018

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
RAY GRAHAM
CRAIG WOOTEN
M. CINDY WILSON

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGEERT
TOMMY DUNN: Appreciate every one of you coming to the special part of our Council meeting, the special presentation meeting of October 16. Want to welcome everyone and thank you for coming.

At this time we’ll have a change to agenda item if there’s no objection. And that is with consent to add Lieutenant David Baker to our agenda tonight and put him first. Anybody object to that? If not then let’s let that show unanimous consent that that will be added to the agenda. And we’ll start on the first thing recognizing Lieutenant Baker where he can -- he’s got a presentation he wants to do.

LIEUTENANT BAKER: Thank you Council and Chairman of Council. I appreciate the opportunity to be here with you today. And appreciate the concession of having us in first on the agenda for tonight speaking.

We do have a special presentation. And this was a circumstance that was unfortunate for us here in Anderson County. But with the partnerships that we have and we’ve developed with some of our local fire departments, we’ll include Townville Fire Department, who is with us here today, we’re in a position to extend something back to them just for doing what they do. And we appreciate that. And that’s why we’re here.

So what I’d like to do is recognize Chief McAdams who is here along with some of his staff. During Hurricane Irma, they didn’t do anything really that most others don’t do. Get out and help us remove items from the roadway. Get it clear for first responders to get to their area. Their area was a little unique because they had probably some more trees down than others. But we partnered with the Townville Fire Department. They followed up with some paperwork and documentation and we did some documentation with them with FEMA and with a to-do list with the County and because it’s a volunteer fire department, we were offset some of our twenty-five percent expenditures with their volunteer hours.

In exchange we were able to get them reimbursed back for use of their vehicles from their particular fire department to the tune of -- their seventy-five percent right now is twelve thousand three hundred and seventy-eight dollars. I’m tickled that we get to put that back into the community, specifically the Townville Fire Department.

It’s looking like there’s a good possibility if we get our other twenty-five percent, we’ll be calling them back up here to give them a little bit
more. But I’m super excited to have Chief McAdams with us for this presentation. Chief, if I could get you to come up here. Again, this is from the County of Anderson in the total of twelve thousand three hundred seventy-eight dollars and twenty-four cents. And that’s seventy-five percent of your reimbursement for use of their equipment during Hurricane Irma. And we look forward to having them back here again when we get this other twenty-five percent.

TOMMY DUNN: Too, evidently, Chief,
salaries have went up since I sort of got off...

CHIEF MCADAMS: No, sir, I would say it’s going up. I would like to say something about this.

TOMMY DUNN: Yes, sir.

CHIEF MCADAMS: I want to say thank you to Lieutenant Baker and his staff. They went above and beyond. They extended this to all twenty-seven departments. So they took it out of their time and they extended it to everybody. Myself and one other department were the only ones that really reached back out to David. And then we were the only one with their help that went ahead and went further with this. Their staff, I worked with them several hours and that’s what I told all the rest of the Chiefs, I said, what you going to expand is that this money -- it took me about eight to twelve hours to put together the paperwork that they took and they extended their hand out to us to help us and bridge the gap between us. Because the first thing FEMA wanted to know is why we didn’t do our own paperwork. Well, I told them they was crazy if they thought that if they were willing to help us why would I want to have my own FEMA number and do everything? So I just want to say thank you to Lieutenant Baker and the rest of his staff because they were a great bunch to work with. They kept me in the loop the whole time from get-go. They called me. We went to four or five different meetings. They came to us. And I just want to say thank you to everything that they did.

TOMMY DUNN: Thank you, Chief. And Chief, if you would do me one more favor. Would you make sure the Fire Commission knows about this. Because I’m going to tell you, it’s a shame, twenty-seven stations and the only one getting the money.

CHIEF MCADAMS: I already have. And at the last one when the last hurricane came through, we were all invited and there was nine departments represented at that one. And I won’t tell you what I told them in that meeting. But pretty much I called
them a bunch of idiots for not filling out one extra
paper for each call we ran. But thank y’all ---
TOMMY DUNN: Thank you.
CHIEF MCADAMS; --- for what y’all have
done and thank you, David. Appreciate it.
TOMMY DUNN: Appreciate what y’all do,
Chief, and continue to do for Anderson County.

(APPLAUSE)

TOMMY DUNN: Thank y’all for allowing us
to do that.

Moving on to item, which will not be (b), R2018-
054. This is a resolution Ms. Wilson has brought
forward. Ms. Wilson?

CINDY WILSON: Thank you, Mr. Chairman.

We’re so blessed to have a large contingent of our
West Pelzer people here tonight. This is a
resolution to recognize and celebrate the Town of
West Pelzer’s 100th year centennial anniversary and
other matters related thereto.

WHEREAS, 2018 marks the 100th anniversary of the
Town of West Pelzer; and
WHEREAS, the Cherokee Indians were the first
settlers of the present day West Pelzer; and
WHEREAS, Greenville Northern Railroad Corporation
owned and operated a railroad that connected
Anderson, Belton and West Pelzer to Greenville and
beyond; and
WHEREAS, an unincorporated area outside of the
Pelzer area was beginning to flourish during the
early 1900's textile boom; and
WHEREAS, John Franks recorded the plat for a new
town and received official incorporation from the
South Carolina Secretary of State, named Frankville,
on December 24, 1913; and
WHEREAS, Franks and fellow Council Members
surveyed new roads and lots to expand the municipal
limits of Frankville; and
WHEREAS, John Franks, elected officials and
citizens filed a petition to change the name of
Frankville to West Pelzer on September 13, 1918; and
WHEREAS, special activities have been planned in
the spring to celebrate the occasion of this
anniversary; and
WHEREAS, it is fitting that we should join in the
expression of our pride and appreciation for the many
civic, economic and social benefits that West Pelzer
has enjoyed over the past 100 years.

NOW, THEREFORE, Members of Anderson County
Council do hereby proclaim the year 2018 as:
“TOWN OF WEST PELZER’S 100TH ANNIVERSARY”
in the Town of West Pelzer, and urge all citizens to
join with me in celebrating the Town of West Pelzer’s
Centennial Anniversary.

RESOLVED in meeting duly assembled this 16th day
of October, 2018.

May I put that in the form of a motion?

TOMMY DUNN: Have a motion Ms. Wilson.

Have a second?

RAY GRAHAM: Second.

TOMMY DUNN: Second Mr. Graham. Any
discussion? All in favor of the motion show of
hands. Show the motion carries unanimously.

CINDY WILSON: May I have my fellow
Council members join me down with our Pelzer
contingent.

(PRESENTATION OF RESOLUTION)

TOMMY DUNN: We’ll be moving on now to
Item (b) R2018-056. This is a resolution coming from
Ms. Wilson and Vice Chairman Graham. I believe Vice
Chairman Graham’s got it.

RAY GRAHAM: Thank you, Mr. Chair.

This comes in the form of a motion. It’s
Resolution 2018-056. This is a resolution to honor
and recognize Barker’s Creek Baptist Church on their
197th year anniversary; and other matters related
thereto.

WHEREAS, Barker’s Creek Baptist Church was
organized on November 3, 1821 with a membership of
eleven men and twelve women brought together by their
Baptist faith, declaring themselves to be a church of
Jesus Chris with keys of self government; and

WHEREAS, Arthur Williams was the first pastor of
Barker’s Creek Baptist Church serving for twenty
years; and

WHEREAS, The first church was a log house located
on the site where the current parsonage is now
present. In 1855, a new house of worship was built
across the road on property that was donated by
William Hunt; and

WHEREAS, in 1879, the church received the first
mention of special offerings for missions during the
pastorate of Reverend G.M. Rodgers. In 1891, the
church was able to provide $23.62 to State Missions,
$25.78 to Home Missions and $20.90 to Foreign
Missions; and

WHEREAS, Barker’s Creek Baptist Church has
prospered and progressed over the past 197 years,
building sanctuaries to host their growing
congregations, a parsonage in 1950, an educational
building in 1962, and an auditorium with a dedication
service in January 1972, marking the 150th
anniversary of the church; and
WHEREAS, on Sunday, October 7, 2018 Barker’s
Creek Baptist Church celebrated Homecoming,
commemorating 197 years of service; and
WHEREAS, the Anderson County Council is pleased
to congratulate the members of Barker’s Creek Baptist
Church on their 197 year anniversary and salutes
their efforts to continue to minister to the needs of
others; and
WHEREAS, the administration, residents and the
Anderson County Council are pleased to honor Barker’s
Creek Baptist Church for their contributions to the
Honea Path community and throughout Anderson County.
LET THIS BE RESOLVED in meeting duly assembled
this 16th day of October, 2018.
Mr. Chairman, I bring that forth as a motion.
CINDY WILSON: Second.
TOMMY DUNN: Have a motion by Mr. Graham. Second by Ms. Wilson. Any further
discussion? All in favor of the motion show of
hands. Show the motion carries unanimously.
Chairman Graham.
RAY GRAHAM: Mr. Chairman, if we could
have some of the members come up front and we’ll
present ... TOMMY DUNN: Anybody here? Anybody here
from the church? We’ll make sure -- Mr. Graham and
Ms. Wilson will make sure they get it. Hate that.
At this time we’ll move on to Item number (d)
Proclamation by Council members. It comes from all
Council members, National Disability Awareness Month.
Councilman Wooten. Councilman Wooten?
CRAIG WOOTEN: Thank you, sir. I put
this in the form of a motion declaring October as
National Disability Awareness Month.
WHEREAS, our country has been at the forefront of
civil and human rights of individuals. Therefore, it
is natural the United States recognizes and ensure
the innate liberal rights of people with disabilities
by passing the Americans With Disabilities Act which
South Carolina is committed to full compliance; and
WHEREAS, America needs the knowledge, skills,
talents and productivity of our forty-nine million
people with disabilities to help energize our economy
to provide individuals with disabilities the
opportunity to work and reduce the three hundred
billion spent annually in public assistance and loss
productivity; and
WHEREAS, persons with disabilities represent the
nation’s largest pool of talented, skilled,
knowledgeable and hard-working people encompassing
the full spectrum of race, religion, national origin,
age and gender. It is important for Anderson County
to move purposefully toward diversity in the
workplace because we have learned that people with
the severest disabilities can learn, work, pay taxes,
buy goods and services and be self-supporting if
given the appropriate opportunities; and

WHEREAS, this is the 28th anniversary of the
Americans With Disabilities Act of 1990 and the 73rd
anniversary of the National Disability Employment
Awareness Month; and

NOW, THEREFORE BE IT RESOLVED, we, the Anderson
County Council of Anderson, South Carolina do hereby
proclaim the month of October 2018 as National
Disability Awareness Month in Anderson County.

We ask all citizens to recognize the tremendous
potential of these disabled citizens, the quality
that they contribute to our culture, renewing our
commitment to full inclusion and equal opportunity
for them. We call on all citizens of Anderson County
to observe this month with appropriate programs and
activities that affirm our determination to fulfil
the promises of the Americans With Disabilities Act
and achieve full employment for people with
disabilities.

PROCLAIMED this 16th day of October, 2018.
I put that in the form of a motion.

TOMMY DUNN: Have a motion from Mr.
Wooten. And I think all Council members, coming from
will be a second. Any discussion? Hearing none, all
in favor of the motion show of hands. All opposed
like sign. Show the motion carries unanimously.

At this time that will conclude our meeting of
the presentations part. We’ll reconvene back here at
6:30 and start our regular Council meeting.

(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:20 P.M.)
ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
OCTOBER 16, 2018

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT
TOMMY DUNN: At this time I'd like to call the October 16th regular Anderson County Council meeting to order. Want to welcome each and every one here tonight. Thank you for coming. We'll get started. Ask Vice Chairman Graham if he'll lead us in the invocation and pledge of allegiance. If we'll all rise, please.

(INVOCATION AND PLEDGE OF ALLEGIANCE BY RAY GRAHAM)

TOMMY DUNN: At this time are there any corrections or changes to be made to the October 2nd, 2018 meeting?

GRACIE FLOYD: Yes.

TOMMY DUNN: Ms. Floyd?

GRACIE FLOYD: For the record, my name was left off of the list of the last meeting. Ms. Hanks and I have talked about it and she is aware. Also, the minutes of the last meeting kind of -- on the first two, three, four -- on the first two three pages it has Anderson County Council - County Council Meeting - October the 2nd. On page four it has Anderson County Council - Special Presentation Meeting - October the 2nd. I think that should be the same meeting because I don't believe that we had a special presentation at that last meeting.

TOMMY DUNN: We didn't.

GRACIE FLOYD: We didn't? OKAY. So most of it says Special Presentation. But that needs to be corrected. And also, there is a -- I circled the word but I didn't mark the page. But anyway, there's another error in there but it's just a grammatical error or something. I don't want to bother for that. But those are the two main things that need to be corrected. And I thank you.

TOMMY DUNN: Ms. Wilson, you have anything?

CINDY WILSON: Yes, sir, Mr. Chairman. Thank you. On page 26, line 34, the last word is out, but it should be our. I don't know how anyone can transcribe with the acoustics here and at the other courthouse, too. And then the next one is line 38, the last part of that sentence, even our -- it's supposed to be adjoining state of Georgia; adjoining instead of joining. And that's all I had. Thank you.

TOMMY DUNN: Ms. Floyd has one.

GRACIE FLOYD: Since we're going to do that, on page 30, line 37, it says found out that I like his better very much. Well, that should have
been him, that I like him very, very much.

TOMMY DUNN: Anything else, Ms. Floyd?

GRACIE FLOYD: Nothing further.

TOMMY DUNN: Anyone else? Do we have a motion to accept the minutes with those changes?

CINDY WILSON: Mr. Chairman, may we accept the minutes as amended?

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

RAY GRAHAM: Second. 

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

Before we move on to the next item, just for the record, let it be shown Mr. Allen is absent tonight. He's out of town on a family function. And Mr. Waters is out of town with work related issues related to the storm.

So we’ll be moving on now. Citizens comments.

For Mr. Harmon, our legal advisor, our attorney calls your name, please step forward and state your name and district again for the record. You have three minutes. Address the chair. And it’s only on agenda items only this first go-around. Mr. Harmon?

LEON HARMON: Mr. Chairman, we have one speaker, Elizabeth Fant.

ELIZABETH FANT: Elizabeth Fant, District 3. I’m speaking on 6(b), and I’m not sure where the other one is. That’s the one about the renovation of the property downtown. But 6(b) special resource bond for twenty-eight million. I first was against that. But I’ve since changed my mind because now that I understand where it’s going to go out on the interstate and at different interchanges that may draw business, I’m pretty much okay with that because it looks like we’ll get our money back from the entities that will be using the sewer.

The other one I also rethought. I went downtown and looked to see where those properties were going to be that we’re giving the okay to pass-through for some company to renovate some buildings, including some office buildings. And some of those buildings were down there across from the City Police Department. And if you went on the backside, two of them had nothing but plastic strewn all the way down and out of those six buildings, I think only two were buyable. So if some company wants to belly up to the bar and put their money where their mouth is and renovate that and they’ve also already worked on the Palmetto property buildings and it’s looking better.
I'm just not sure how and who you're going to draw that many more businesses downtown. But that area right across from the police department and subsequent area down is not a good area. You've got McDuffie Street. You've got South Main. You've got Murray and Tower Street. That whole area there is a bad crime area. So anything we can do to spiff up that area, we need to do it.

However, the city, I think, is the one that put on one of those front buildings, they've got a sign there that says, I wish I was a candy store, encouraging somebody to rent the building and put some kind of business in it. But they really need to change that because that's a subjunctive mood and it needs to say, I wish I were a candy store. I can't help it. I'm just an English major.

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

TOMMY DUNN: Thank you. Moving on to Item number 5(a), ordinance's third reading, 2018-035, ordinance authorizing the lease of a portion of the Anderson Sports and Entertainment Center consisting of approximately .75 acres of Tax Parcel Number 122-00-01-001 to Duke Energy Carolinas, LLC, for location of an energy storage system. This will be a public hearing. Before we go into that public hearing, I'll ask Mr. Burns if he would just -- or Mr. Harmon, either one, to say a few words.

RUSTY BURNS: Mr. Chairman, this is going to be a battery storage facility that's going to be located directly behind the Civic Center. As you know, this is an area emergency shelter. Duke power uses it; citizens use it; the Salvation Army uses it, so in case, the power goes out we'll have emergency backup supply. We will be allocating the land. Duke will be paying for the battery.

TOMMY DUNN: Thank you. At this time we'll be going into a public hearing on this. Anyone wishing to speaking to this, please step forward, state your name and district and address the chair, please. Anyone at all? Seeing and hearing no one, the public hearing will be closed. Do we have a motion to move this forward?

CINDY WILSON: So moved.

TOMMY DUNN: Motion Ms. Wilson, second Mr. Graham. Now, any discussion from Council?

GRACIE FLOYD: Yes.

TOMMY DUNN: Ms. Floyd?
GRACIE FLOYD: I have voted on this several times. And I don’t have a problem with it. But I never asked. Where is this thing going to be?

RUSTY BURNS: Ms. Floyd, directly behind this building in that little area where presently there’s nothing there; right back there.

GRACIE FLOYD: Where they park?

RUSTY BURNS: No, ma’am.

GRACIE FLOYD: Behind the ---

RUSTY BURNS: Beyond that in the grass; yes, ma’am.

GRACIE FLOYD: And how much space will they have to have?

RUSTY BURNS: Ms. Floyd, it is very little space; .75 — seventy-five percent of an acres. It’s not very big.

GRACIE FLOYD: Okay. Thank you.

TOMMY DUNN: Thank you. Anyone else?

Moving on to Item 5(b), 2018-041, ordinance approving the sale of approximately 4.04 acres of property owned by Anderson County, South Carolina, located near the southwest corner of Orange Way and Martin Road to One World Technologies, Inc. We have a public hearing on this. Before that, I would ask Mr. Burns if he’d just speak to this.

RUSTY BURNS: This is land that the county owns. We will be selling it for the appraised price. A retail operation will go on that property. It will offer a variety of products manufactured by One World Technologies. We expect that to start almost immediately upon this transfer of land.

TOMMY DUNN: Thank you, Mr. Burns. This will be a public hearing. Anyone wishing to speak to this, step forward and state your name and district and address the chair. Anyone at all? Anyone? Seeing and hearing none, the public hearing will be closed. Do we have a motion to move this forward?

RAY GRAHAM: Make a motion.

CINDY WILSON: So moved.

TOMMY DUNN: Motion by Mr. Graham, second Ms. Wilson. Any discussion?

GRACIE FLOYD: Yes.

TOMMY DUNN: Ms. Floyd?

GRACIE FLOYD: Mr. Burns?

RUSTY BURNS: Yes, ma’am.

GRACIE FLOYD: When we talked today,
this is one of the things I intended to ask you.

RUSTY BURNS: Yes, ma’am.

GRACIE FLOYD: But I didn’t have the book with me. This is the one where we are going --

we own the property ---

RUSTY BURNS: Yes, ma’am, absolutely.

GRACIE FLOYD: --- but we’re selling it to ---

RUSTY BURNS: Yes, ma’am.

GRACIE FLOYD: Okay. The money that we’re going to make off of this, where will that money be?

RUSTY BURNS: General funds.

GRACIE FLOYD: Okay. To be used for whatever?

RUSTY BURNS: Yes, ma’am.

GRACIE FLOYD: Okay. Good. Thank you.

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

Moving on to Item 6(a), ordinance second reading, 2018-042, a Master Bond Ordinance to provide for the issuance and sale of Special Resource Revenue ---

LEON HARMON: Mr. Chairman, I believe you missed 5(c).

TOMMY DUNN: I have it marked out.

I’m sorry. Go back to 5(c). It’s still third reading. This will be a public hearing also.

Ordinance to amend agreement for development of a joint county industrial and business park (2010) of Anderson and Greenville Counties so to enlarge the park. (Project Avocado).

Mr. Burns, do you want this or -- Mr. Nelson isn’t here; is he? Oh, he’s here. I’m sorry.

BURRESS NELSON: Thank you, Mr. Chairman, members of Council. If you’ll remember about three months ago or two months ago we passed Project Avocado, which is a solar company, Southern Current, had chosen six or seven properties across the county to put solar panel installations in for solar power and put the cells for solar power. And just merely putting those properties in the multi county park agreement that we have with Greenville so that they may qualify for any state incentives to apply to multi county park agreements. That’s the sum total of it. But this comes to ---

TOMMY DUNN: This is also adding revenue to our tax base that was the farms; is that correct?

BURRESS NELSON: Those farm properties
were I believe the total was like, off the top of my
head, six or seven thousand dollars in tax per year
and this is going to increase to about forty thousand
a year, I believe, total. I don’t have those numbers
with me.

TOMMY DUNN: That’s close enough.
BURRISS NELSON: Substantially increased
the property tax.

TOMMY DUNN: Thank you, Mr. Nelson.

This will be a public hearing. Anyone wishing to
speak to this, please step forward with your name and
district and address the chair. Anyone at all?
Anyone? Seeing and hearing none, the public hearing
will be closed. Have a motion to move this forward?

TOMMY DUNN: Thank you, Mr. Nelson.

This will be a public hearing. Anyone wishing to
speak to this, please step forward with your name and
district and address the chair. Anyone at all?
Anyone? Seeing and hearing none, the public hearing
will be closed. Have a motion to move this forward?

TOMMY DUNN: So moved.
TOMMY DUNN: Motion Ms. Wilson.
CRAIG WOOTEN: Second.
TOMMY DUNN: Second Mr. Wooten. Any
discussion? Hearing none, all in favor of the motion
show of hands. Opposed like sign. Show the motion
carries unanimously.

Now moving on to 6(a), second reading, 2018-042,
a Master Bond Ordinance to provide for the issuance
and sale of special resource revenue bonds for
Anderson County. Ms. Davis, would you mind -- I know
this is second reading, but just for the people that
don’t know highlight this for a second, if you would?
Help her out, Mr. -- somebody help her out.

RITA DAVIS: Yes, sir. I don’t want
to tear it up.

TOMMY DUNN: Lord, no, don’t do that.

We can’t afford that.

RITA DAVIS: Yes, sir. This is in
furtherance of what the Sewer Ad Hoc Committee, the
three projects that they approved, Welpine, Six &
Twenty and Exit 14. And this will benefit more sewer
infrastructure, but it will be paid by fee in lieu of
revenue generated by our industry. Sewer fund or
general fund will not have to pay for this.

TOMMY DUNN: Thank you, Ms. Davis.

Do we have a motion to move this forward?

CINDY WILSON: So moved.
TOMMY DUNN: Motion Ms. Wilson. Have
a second?

CRAIG WOOTEN: Second.
TOMMY DUNN: Second Mr. Wooten. Any
discussion?

CINDY WILSON: May I very quickly?
TOMMY DUNN: Ms. Wilson?
CINDY WILSON: This fund will refund
old bonds that are at higher interest rates. But
most importantly, it will finally put sewer
infrastructure in the areas that were supposed to
have had it thirty years ago. Especially along the
interstate. So this is a very helpful measure for
our county.

RITA DAVIS: It will help economic
development. Yes, ma’am, definitely.

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

Moving on to 6(b), 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. Ms.
Davis, again, would you ---

RITA DAVIS: Yes, sir. They are both
related. The one that you just voted on, the Master
Bond ordinance covers the -- if you issued any
further special source revenue, it keeps them on
parity. It talks about covenants. It’s just the
umbrella -- the master ordinance dictating and
controlling how we issue special source revenue bonds
in the future and how we treat this one. The one
that’s -- 043 that’s before you now is specific to
the bonds that we want to issue. So that just sets a
precedent and rules, 042. 043 is the actual twenty-
eight million dollar one that we are asking Council
to approve.

TOMMY DUNN: Thank you, Ms. Davis.

Do we have a motion to move this on the floor?

CINDY WILSON: So moved.

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

CRAIG WOOTEN: Second.

TOMMY DUNN: Second Mr. Wooten. Now
discussion?

CINDY WILSON: May I?

TOMMY DUNN: Ms. Wilson?

CINDY WILSON: Just to point out, both
this item and the one previous has extensive verbiage
and it’s very, very detailed. Even down to every
aspect of selecting a trustee and if they decide to
leave or so forth. It is very, very detailed. Thank
you.

TOMMY DUNN: Thank you. All in favor
of the motion show of hands. Opposed like sign.

Show the motion carries unanimously.

We’re moving on now first reading, Item 7(a),
2018-045, an ordinance imposing a prohibition on
certain motor vehicle traffic on Ballard Road. Comes
from Mr. Burns. Mr. Burns, did you want to speak to
this?

RUSTY BURNS: Mr. Chairman, we have
improved a bridge in that area and now this road has
become a cut-through for eighteen wheelers. And this
residential area is not suitable for that. The road
is not designed to handle that traffic. The road
specifically connects U.S. Highway 29 North to South
Carolina 8 and it’s become a hazard. We’ve been
requested by citizens in that area to restrict it to
no vehicles over six wheels. You have an ordinance
before you. This is first reading.

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

CINDY WILSON: So moved.

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

RAY GRAHAM: Second.

TOMMY DUNN: Second Mr. Graham. Any
discussion?

CINDY WILSON: May I quickly point out,

-is

TOMMY DUNN: Ms. Wilson?

CINDY WILSON: --- please, that not only
is the road narrow, but turning onto this road from
Highway -- well, turning from this road to Highway 8
is a very, very death-defying way to go. And turning
left onto 29, there’s a blind hill right before that.
So it’s imperative that we keep the heavy eighteen
wheelers off of that road for their safety and
others. Thank you.

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

Moving on to Item number 7(b), 2018-046,
ordinance to provide approval for Anderson County to
quit claim an area of 84 square feet to the current
owner of Lot 1 of Buckwood Subdivision in order that
the garage located on Lot 1 does not encroach into
the right-of-way of Oswego Road. I had to get some
assistance on that. I hope I said that right, for
the record.

RUSTY BURNS: That’s good, Mr. Dunn.

TOMMY DUNN: It ain’t what you call
it. Mr. Burns or Mr. Harmon, do one of y’all want to

RUSTY BURNS: Mr. Chairman, what this
is, we have an encroachment permit. The garage is
about 88 feet over into it. This really just merely
cleans up a situation for that property owner, the
Popovich family and also gives us plenty of room to
do what we need to do. But this would clear this up
and make it neat and clean.

TOMMY DUNN: In other words, it got
built on the right-of-way then?

RUSTY BURNS: I think it’s kind of
grey on who did what first.

TOMMY DUNN: Okay. Oh, I got you.

We have a motion?

CINDY WILSON: So moved.

TOMMY DUNN: Motion Ms. Wilson.

Second?

RAY GRAHAM: Second.

TOMMY DUNN: Second Mr. Graham. Any
discussion?

GRACIE FLOYD: What district is this?

TOMMY DUNN: What district is this,
Mr. Harmon? It don’t say on -- have you got it, Mr.
Wooten, what district?

CRAIG WOOTEN: I don’t.

TOMMY DUNN: Do you know, Ms. Wilson,
what district that road is in?

LEON HARMON: I don’t have that
information; I’m sorry.

RUSTY BURNS: Let me look at the map,
Mr. Dunn. The map is attached that shows the
location. It’s near Hartwell Lake. I believe that
would be, off the top of my head, in Mr. Allen’s
district.

TOMMY DUNN: Wait a minute. We can
find it, I’m sure. It’s in the thing there. It
should be.

CINDY WILSON: I think it’s out in the
Centerville area.

TOMMY DUNN: That’s news to me if it
is. I’m not saying it ain’t.

CINDY WILSON: It’s definitely on the
-- okay. It’s out on the lake. There’s right-of-way
frontage on the lake.

CRAIG WOOTEN: It looks like it’s in
Townville.

TOMMY DUNN: Townville? Okay. It’ll
be Mr. Allen’s district. Anything else, Ms. Floyd?

GRACIE FLOYD: No. It was just I was
trying to understand what’s going on with it, but
he’s not here today.

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

We’ll be moving on to Item 7(c), 2018-047, 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. Mr. Burriss, do you want to speak to this just for a second?

BURRIS NELSON: Yes, sir. Thank you, Mr. Chairman, members of Council. We have done this many times where Greenville County is our partner in a multi county park agreement. They are adding this project to the park. It is an unannounced park. It’s still confidential. Project Fox. But this allows that project to received benefits that may be available through the state through the multi county park agreement. However, we get one percent of the tax load to come off that. And currently we are certainly in the black in the trade between Greenville and Anderson Counties somewhere in the tune of sixty thousand dollars a year. So it is certainly in our best interest to be able to participate in the multi county park agreement and share in that tax income. Thank you, Mr. Chairman. That comes from our economic development advisory board and our staff. Thank you, sir.

TOMMY DUNN: Thank you, Mr. Nelson. Do we have a motion to move this forward?

CINDY WILSON: So moved.

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

CRAIG WOOTEN: Second.

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

Now we’re going to move on to Item number 7(d), first reading, 2018-48, an ordinance to amend Chapter 70-9:2 of the Anderson County Code of Ordinances so as to provide compensation to members of the Board of Zoning Appeals. This is something Council voted on in the past, but this is the concept. This is to put it in the code book itself. Dr. Parkey, do you want to speak to this, exactly what it says?

JEFF PARKEY: Thank you, Mr. Chair. The state planning legislation makes provisions to compensate members of boards of zoning appeals as well as planning commissioners, which is further down on the agenda. We have seven BZA members. We also have seven Planning Commissioners. We appreciate their service to our county. They deal with complex
issues that are very controversial and we just look forward to them continuing to participate with us and also maintaining their educational requirements. And you have an ordinance in front of you that deals with that.

TOMMY DUNN: These do have to have continuing education. Mr. Burns, refresh everybody. How much money are we talking per meeting?

RUSTY BURNS: Our estimate, and this is only if they attend a meeting, around sixteen thousand five hundred dollars for both boards. And they do have to receive extensive training and they also have to ---

TOMMY DUNN: Yeah, but how much per meeting does that come to, roughly? Is that fifty dollars a meeting, hundred dollars a meeting?

RUSTY BURNS: Fifty dollars a meeting, yes, sir ---

TOMMY DUNN: Per person?

RUSTY BURNS: Per person; yes, sir.

RUSTY BURNS: For a total of sixteen five if everybody has a hundred percent attendance.

TOMMY DUNN: Ms. Floyd’s got a question.

GRACIE FLOYD: Mr. Burns, this is usually one meeting a month; am I correct?

RUSTY BURNS: It can be one meeting a month, but there can be other meetings; yes, ma’am.

TOMMY DUNN: But to answer Ms. Floyd’s question, sorry Ms. Floyd, it’s once a month.

GRACIE FLOYD: How many meetings are we talking about because sometimes when you do stuff like this where it start out one meeting a month but before you know it, it’s two or three meetings a month.

RUSTY BURNS: This should be monthly.

It should be one meeting a month.

GRACIE FLOYD: One meeting a month.

Okay. Good.

TOMMY DUNN: The way it’s been going I can promise you they don’t want to make regular meetings, I don’t think.

RAY GRAHAM: Mr. Chairman?

TOMMY DUNN: Mr. Graham?

RAY GRAHAM: In the past we’ve had trouble getting enough there to hold it, have we not?

RUSTY BURNS: We’ve had a lot of problems, Mr. Graham, on our advisory boards, the local advisory boards. But we haven’t had trouble with this because they’re thrust into very unhappy
circumstances and tasked with making very, very difficult decisions. And also, their training is more than just walk in for an hour and walk out. It is very extensive. And they have to have that training to be on those boards. You cannot serve without it.

RAY GRAHAM: Thank you, sir.

GRACIE FLOYD: But we’ve had problems getting most of our folks to get to meetings for all of the boards. This is not germaine to just one or two boards. This is several of our boards.

RUSTY BURNS: Yes, ma’am. That’s true.

GRACIE FLOYD: And this has been going on for a long time?

RUSTY BURNS: Yes, ma’am. That’s true.

TOMMY DUNN: All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously. Thank you, Dr. Parkey.

Moving on now to Item number (e), 2018-49, ordinance to amend Chapter 38-311 of the Anderson County Code of Ordinances so as to clarify the decision-making and public record notification processes for preliminary subdivision proposals. Dr. Parkey, do you want to touch on this.

JEFF PARKEY: Thank you, Mr. Chair.

The planning commission has authority to approve or reject preliminary subdivision proposals. The language that’s proposed here just highlights important considerations that are noted in our current and also state law for -- to take into consideration when they’re making their decisions. And also recording and notification of obligations. That will also be fulfilled with that, too. And the commission voted in favor of including this language in the ordinance at their meeting in October.

TOMMY DUNN: Thank you, Dr. Parkey.

Mr. Harmon, would you just summarize that? At first we couldn’t hear him. If you’d just summarize not in legal terms, just the general concept of what this is.

LEON HARMON: Yes. What we’re doing is amending Section 38-311 C1 of the Code in Item number 1. That’s to make it more consistent with the state statute that is part of the state planning act. This would require that the planning commission provide, in writing, to an applicant the reason for approval or denial of their request to the planning commission.

And then the second part of this is to add some
additional standards into our Code of Ordinances to provide guidance to the planning commission for how to review these submissions that come before them. And these are taken, generally speaking, from the state planning act that’s entitled 6 Chapter 29 of the State Code.

TOMMY DUNN: And Mr. Harmon, correct me if I’m wrong, we’re already are doing this. This just clearly spells it out for the general public to make it clear that these are the guidelines that give him some standing to stand behind when they turn something down or approve something.

LEON HARMON: That is correct.

CRAIG WOOTEN: Mr. Chairman?

TOMMY DUNN: Mr. Wooten?

CRAIG WOOTEN: Is this the same language that we reviewed in committee that talked about the character of a property and was sort of the broad guidance ---

TOMMY DUNN: No.

CRAIG WOOTEN: I just wanted to clarify. I think that’s something separate?

TOMMY DUNN: Yes, sir, it is.

CRAIG WOOTEN: Okay. I just wanted to make sure. Okay.

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

CINDY WILSON: So moved.

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

CRAIG WOOTEN: Second.

TOMMY DUNN: Second Mr. Wooten. Any discussion? Or any further discussion? Hearing none, all in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Now moving on to Item number (f), 2018-050, ordinance to amend Chapter 38-66 of the Anderson County Code of Ordinances so as to provide compensation to Planning Commissioners. This is the same thing we just done for the Board of Zoning Appeals. Just doing it to the Planning Commission. Same dollar figure, fifty dollars a meeting?

RUSTY BURNS: Yes, sir; correct.

TOMMY DUNN: And they’re meeting once a month unless something comes up unforeseen or something and they have to meet twice. Have to meet what you call it. And it’s guided, too, by the state and county ordinances, what it is. Do we have a motion to move this forward?
CINDY WILSON: So moved.
TOMMY DUNN: Motion Ms. Wilson.
RAY GRAHAM: Second.
TOMMY DUNN: Second Mr. Graham. Now, discussion? Anybody got anything? All in favor of the motion show of hands. Show the motion carries unanimously. Thank you, Dr. Parkey.

Moving on to the Finance Committee report. Mr. Waters was out of town. He’s out of town again tonight. So I’ll be filling in for him.

Item number 8, resolutions; we have none.

Moving on to the Finance Committee report. Mr. Waters was out of town. He’s out of town again tonight. So I’ll be filling in for him.

Item number 3, -- I’m going by what’s on the agenda for the Finance Committee -- is transfers for fiscal year ’18 year-end transfers. We’ve all had copies of these I believe since Friday. Have we got any questions, comments? Do we need to discuss anything? Can we vote on them all at one time? But if we’ve got any questions or any concerns, let’s hear them now.

GRACIE FLOYD: Are you talking about voting for 3, 4 and 5?
TOMMY DUNN: No, ma’am. Just one time. We’re voting for 3(a), I’m going to say, fiscal year ’18, year-end transfers.
GRACIE FLOYD: Okay.
TOMMY DUNN: Okay. Coming from the Finance Committee, it doesn’t need a second. So it’s on the floor. Are there any discussion? All in favor of the motion, show of hands. Opposed like sign. Show the motion carries.

Now we can move on to Item number 3(b). I’m going to call it fiscal year ’19 transfers thus far. Again, we’ve had since Friday to look at this. Are there any -- coming from the Finance Committee, it doesn’t need a second. Are there any discussion or concerns or questions about any of these in ’19 we need to pull up and look at for anyone at all? Got any questions? Seeing and hearing none, all in favor of the motion, show of hands. Opposed like sign. Show the motion carries unanimously.

Now, we’re going to be moving on to Item number 4, Capital Bid #19-021, asphalt paver. This is requesting permission to purchase an asphalt paver for the roads and bridges from Blanchard Machinery in Simpsonville for one hundred and sixty-seven thousand dollars -- one hundred sixty-seven four hundred and seventy-four dollars -- let me do that again. One hundred sixty-seven thousand four hundred and seventy-four dollars total. This bid was sent out to nine vendors, with two responses. Low bid was
Blanchard. And the reason it was the other bid -- there was one a little bit lower, but it did not meet the specifications so it was kicked out. This item was a budgeted item in the capital replacement plan for fleet services. Sold the old paver for thirty-five thousand dollars. It had mechanical issues. The paver was having issues with screening heat. This is something that's used for the bridge and covering work and stripping paving and stuff. So coming from the Finance Committee, again, it doesn't need a second. Any discussion on this item?

GRACIE FLOYD: Yes.

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: How are the bids being handled now? I remember one time it was said that we had to have a county person -- county Council person to be there when they opened the bids and all of this. What do they do now?

RUSTY BURNS: Approximately two years ago, if I'm not -- I think I'm correct -- Mr. Wooten chaired a committee to review the purchasing standards and codes for Anderson County. Some changes were made at that time. Usually when we open bids, I'm there, Mr. Robert Carroll is there. We always have at least two representatives in the room. If it involves purchase of equipment, Mr. Stone is usually in the room. If it involves road maintenance or items like that, those people are in the room. And that's how it's handled now, Ms. Floyd. These bids are sealed and they're opened in the conference room. And anybody who's made a bid or any member of the general public or anybody who has any questions can come to that bid opening.

GRACIE FLOYD: Okay. And the bids are received how?

RUSTY BURNS: They're received by the Purchasing Department.

GRACIE FLOYD: Okay. And at the last time, years ago, it was said that they were going to be placed in a lockbox or something.

TOMMY DUNN: Double lockbox.

GRACIE FLOYD: They were going to be placed in a lockbox. Are y'all still doing that now?

RUSTY BURNS: I'm not exactly sure where Mr. Carroll is putting them. It's a save and secure place. And the lockbox is still there.

GRACIE FLOYD: Okay. The last time it was made public because it was discussed on the floor. But it has since then not been discussed. And there are folks out there wanting to know, you
know, just how did the bids was handled now. And I
only could tell them what I knew -- was it four or
five years ago?

RUSTY BURNS: Approximately, yes,
ma’am.
GRACIE FLOYD: Yeah. Okay. Well, thank
you.
TOMMY DUNN: All in favor of the
motion show of hands. Like sign. Show the motion
carries unanimously.

Moving on to Item number 5(a), shelving for the
Human Resources Department. Request permission to
purchase a Dannon mobile filing system for the Human
Resources Department costing fifteen thousand five
hundred twenty-two dollars and thirty-six cents under
state contract. This would replace thirteen lateral
files that are currently being used. These lateral
files will be repurposed to the other departments for
use. It’s coming out of capital projects fund. And
this is also in accordance -- Mr. Burns, if you want
to just for the thing. This is bringing a couple of
people from Finance and moving them into that
department to make it more user friendly.

RUSTY BURNS: We’re not adding new
personnel. We’re moving them downstairs. We’re
trying to divide it up into four areas to provide
privacy when people come to apply for jobs and when
employees come in there and have questions to ask
about health insurance, their life insurance, their
benefits and things like that. We think it’ll be a
more conducive workplace. And that’s pretty much it
in a nutshell.

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

GRACIE FLOYD: What about those two
ladies that have been down there for years now. Will
they have a private office ---

RUSTY BURNS: Yes, ma’am, they will.
GRACIE FLOYD: That’s good. Thank you.
TOMMY DUNN: Anyone else? All in
favor of the motion, show of hands. Opposed like
sign. Show the motion carries unanimously.

Now moving on to Item 5(b). This is a Samsung 82
Smart LED TV. Request to purchase an 82 inch Samsung
TV for the administrator’s conference room for three
thousand nine hundred eighty-four dollars and
thirteen cents from Crenshaw’s TV and Appliance. The
price includes installation, fix mount, standard
cables. The TV will be used to video conference
using Skype and will save on the travel costs. In addition, it will be used for presentations. The TV will replace the Smart Board that is thirteen years old and been having trouble with. This will come out of the capital projects fund.

Mr. Burns, is this -- correct me if I’m wrong -- this thirty-nine, is that the final price? Wasn’t there a five hundred dollar rebate on that or is that including that?

RITA DAVIS: That is correct. It’s a total of four thousand dollars. That is a revised invoice for thirty-nine hundred dollars, approximately.

TOMMY DUNN: So this is it with rebates and all?

RITA DAVIS: Yes, sir.

TOMMY DUNN: Okay. I just wanted to make sure.

GRACIE FLOYD: But it’s four thousand dollars you said?

RITA DAVIS: It was. Yes, ma’am.

Initially it was over ---

GRACIE FLOYD: It was for thousand yesterday.

RITA DAVIS: That’s right.

GRACIE FLOYD: Four thousand and how much yesterday?

TOMMY DUNN: Forty-five.

RITA DAVIS: Just a moment. I have that cost right here. It was four thousand five hundred and something; right.

GRACIE FLOYD: I couldn’t hear you. Go ahead; say that again.

RITA DAVIS: It was four thousand five hundred.

GRACIE FLOYD: Okay. So what happened to the ---

RITA DAVIS: And we got a revised invoice for thirty-nine eighty-four thirteen.

GRACIE FLOYD: When did we get that?

RITA DAVIS: Yesterday.

GRACIE FLOYD: But we didn’t talk about that; did we?

RITA DAVIS: Yes. It was forwarded to us yesterday.

RUSTY BURNS: We didn’t have that when we had the meeting.

TOMMY DUNN: After the meeting.

GRACIE FLOYD: Oh, after the meeting, because I knew it was ---
RUSTY BURNS: Yes, ma’am, you are correct.

GRACIE FLOYD: Okay. Mr. Burns?

RUSTY BURNS: Yes, ma’am.

GRACIE FLOYD: I’m going to have to ask you about that, because I’ve had several phone calls. Will you please explain to the people, explain what was the purpose of it and why you did it without Council permission and ---

RUSTY BURNS: That’s why I’m seeking forgiveness.

GRACIE FLOYD: Yeah, Uh-huh (affirmative). But I’m not forgiving.

RUSTY BURNS: I know.

GRACIE FLOYD: Because you folks do that. But anyway, the question is not whether you asked for permission or not. The question is why? And after seeing it, I think it was a good idea and I think it brings us a little bit closer to the new technology and I think it could be useful. Would you tell the people why you did it and the purpose of this thing?

RUSTY BURNS: The purpose is we’ve got a Smart Board, which is old technology. It’s thirteen years old. It doesn’t even light up very well. So what we have now is the state of the art. Is it a television? Yes, it’s a television. But it does all of the other presentations we have. When we bring an industry in there ad we want to show them Anderson County from the air, we are able to do that. And we have done that in the past. And we also can have teleconferences in that room. We can also receive training in that room and not have to travel for that training. And it also serves as a computer. And seven or eight other uses that we have.

TOMMY DUNN: Mr. Burns, it’ll also help out if we have an emergency, like a hurricane thing, you’ll have access to it in the conference room.

RUSTY BURNS: The last television we had was struck by lightning, as well as the cable box. And so we secured a professional installation to make sure that it’s doubly protected.

GRACIE FLOYD: Okay. Mr. Burns, also, did it not meet the criteria to have to bid it out?

RUSTY BURNS: We purchased it, and it should have been bid out because it was a capital item, but that’s my mistake. I did that. Nobody else did that.

GRACIE FLOYD: So we need to slap you on
the wrist two times; right?

RUSTY BURNS: I have received many compliments about can I come watch your TV and what time are cartoons coming on. So I believe that’s being done.

GRACIE FLOYD: We’re not talking about that. We’re talking about ---

RUSTY BURNS: No. But I’m telling you what I’ve heard.

GRACIE FLOYD: Yeah. Well, I’m telling you what I’ve heard. Okay. All right. It hasn’t made the Anderson Independent yet?

RUSTY BURNS: Yes, ma’am. It has. There was a story in there online last night. I don’t think it’s made the print edition.

GRACIE FLOYD: Online, but not in the paper itself. In the paper itself? In the paper?


GRACIE FLOYD: Well, you see, a lot of folks don’t do online. We want to provide a newspaper because the kids that can do it might read them.

RUSTY BURNS: Well, Mr. Curt Brown is here. He can handle the newspaper questions.

GRACIE FLOYD: Well, anyway, it was not in the newspaper because people were calling me asking me questions, I just told them to watch Charlie. And I had a round with them today, too; with Charlie. You’re right. But anyway, we’re going to be watching you.

RUSTY BURNS: Always.

TOMMY DUNN: All in favor of the motion -- again, coming from the Finance Committee doesn’t need a second -- show of hands. All opposed like sign. Show the motion carries unanimously.

And that will conclude the report from the Finance Committee.

Item number 10, appointments. I don’t believe there are none.

Now moving on to Item number 11. Request from Council members. Ms. Floyd, do you have any?

GRACIE FLOYD: Yeah, I have three. All right. I’ll start at the bottom. Calvary Home for Children. I’m sure all of you know about them. It’s on Simpson Road. They’re getting ready for their Halloween thing that they do. Each house does one. And District 2 would like to allocate a thousand dollars for this endeavor so the kids can -- they buy candy for the kids. If they want costumes they’ll
have money to do that. So they can participate in a natural way. Put that in the form of a motion.

TOMMY DUNN: Have a motion from Ms. Floyd. Have a second?

CINDY WILSON: Second.

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

GRACIE FLOYD: And this is a new one for me. But this is a request from the Federation of the Blind. They have come to ask for funds for their Christmas party. They like to have one at the hotel. And every year they have to gravel and grovel for the money to do so, to buy the food and put up the decorations and everything, you know, for the National Federation of the Blind. And I would like to -- I think it was a thousand dollars. Is the lady here?

FEMALE: Yes, ma'am.

GRACIE FLOYD: Was it a thousand dollars?

FEMALE: Yes, ma'am.

GRACIE FLOYD: So I put that in the form of a motion for District 2's recreational fund that we'll allocate a thousand dollars to them so they can do their Christmas party.

TOMMY DUNN: Have a motion by Ms. Floyd. Have a second?

CINDY WILSON: Second.

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

GRACIE FLOYD: My third and last one is for the New Foundations Home for Children. Now, they didn't call me. I called them to see what their plans were for the children at Halloween. You know, Halloween doesn't mean a thing to us anymore. In fact, I get scared when they come to my door. But for the children it means a big thing. And in order for them to participate the same way the Calvary Children's Home do, I'm going to allocate a thousand dollars to them to be able to put on the activities that's needed or they said that they just needed to be able to take the children to places for them to have -- some of those children are older children. But anyway, District 2 would like to allocate a thousand dollars to them for their program. And that's in the form of a motion.
TOMMY DUNN: Have a motion Ms. Floyd.

Do we have a second?

CINDY WILSON: Second.

TOMMY DUNN: Second Ms. Wilson. Any discussion? All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously. Anything else, Ms. Floyd?

GRACIE FLOYD: That’s it. Thank you.

TOMMY DUNN: Mr. Graham?

RAY GRAHAM: Thank you, Mr. Chairman.

I’d like to put this in the form of a motion of two hundred dollars from District 3 rec account to Anderson County Chapter of Genealogical Society. I bring this forth in the form of a motion.

TOMMY DUNN: Have a motion by Mr. Graham. A second?

CINDY WILSON: Second.

TOMMY DUNN: Have a second Ms. Wilson. Any discussion? All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously. Anything else, Mr. Graham?

RAY GRAHAM: That’s it.

TOMMY DUNN: Mr. Wooten?

CRAIG WOOTEN: Yes. I put in the form of a motion five hundred dollars to the South Carolina Genealogical Society. And I put that in the form of a motion.

TOMMY DUNN: Motion Mr. Wooten, five hundred dollars. Do we have a second?

CINDY WILSON: Second.

TOMMY DUNN: Second Ms. Wilson. Any discussion? All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously. Anything else, Mr. Wooten?

Ms. Wilson?

CINDY WILSON: Thank you, Mr. Chairman.

May I appropriate from the District 7 recreation account two hundred and fifty dollars for the Anderson County Chapter of the South Carolina Chapter of the Genealogical Society; thirty-five hundred dollars for the Cheddar Youth Center; and two hundred and fifty dollars for the Town of Honea Path senior citizens. I put that in the form of a motion.

TOMMY DUNN: Have a motion from Ms. Wilson. Do we have a second?

CRAIG WOOTEN: Second.

TOMMY DUNN: Second Mr. Wooten. Any discussion? All in favor of the motion show of hands. Opposed like sign. The motion carries.

From District 5's rec account to finish out for
the Anderson Genealogical Society, District 5's rec
account appropriate four hundred and sixty-six
dollars and ninety-eight cents. I think that’s
right. I put them in the form of a motion. Second?
CINDY WILSON: Second.
TOMMY DUNN: Second Ms. Wilson. Any
discussion? All in favor of the motion show of
hands. Opposed like sign. Show the motion carries
unanimously.
Moving on now to administrator’s report.
RUSTY BURNS: Nothing at this time, Mr.
Chairman.
TOMMY DUNN: Moving on to Item number
13, citizens comments. When Mr. Harmon calls your
name, please step forward, restate your name and
district and address the chair. You have three
minutes. Mr. Harmon?
LEON HARMON: Mr. Chairman, we have one
citizen signed up. Elizabeth Fant.
ELIZABETH FANT: Good evening, friends.
For Halloween in Belton, Brown Avenue is going to be
shut off from about the church all the way down to
Carroll Lane. No traffic, whatever, for a couple of
hours. So if you want to take your kids trick or
treating, park your car somewhere and that’s going to
be a good safe place to see the Halloween costumes.
7(a), Ballard Road, I’m glad to see that there’s
a prohibition on the cut-through. You realize
Ballard Road is right above where the doughnut is
going to be put on 29. So it’s already a bad place.
The trucks come over that bridge, including the gas
tanks or gas tankers, where I witnessed one have a
wreck about a month ago. It’s already a bad road,
bad place and truckers trying to cut through is not a
good thing.
I wish that Mr. Burns would do an administrator’s
report. I’m frustrated with him saying each time
nothing at this time. Now, if you want to find out
the administrator’s report, though, you can get a
subscription to the Journal and every week it lists
all the stuff that’s happening in Anderson County.
But not everybody has a subscription to the Journal.
And I think it needs to be on record. So I want Mr.
Burns to start including that information even if
it’s nothing more to say, here it is, you can look at
it because it needs to be written in the agenda.
One last thing. I am so glad that we’ve gotten a
Council finally where we can talk about issues and
disagree without acting like crazy loons. I tell you
what, what’s happened in the last month on TV just
amazed me. It amazed me that people can be so
uncouth and so selfish and so me, my, and in people’s
face just because they have a disagreement over an
issue. That is not how my America works. My America
works with people getting up and having discourse,
with people asking questions and getting a reasonable
answer; not with all of that joking stuff that’s been
going on. I prayer for our country, because if we
can start accusing people with no evidence and
basically putting them in jail with no evidence, we
no longer have a free America.

TOMMY DUNN: Mr. Harmon?
LEON HARMON: No one else is signed up,
Mr. Chairman.
TOMMY DUNN: Thank you, Mr. Harmon.
GRACIE FLOYD: I’ll just hold mine.
I’ll just hold my comments because it doesn’t pertain
to what goes on in this county, or what’s happening
in this county. I have opinions about the world and
nation also. But it’s not in keeping with what we do
here. So I’ll just hold my comments.
TOMMY DUNN: Thank you, Ms. Floyd.
Mr. Graham?
RAY GRAHAM: Nothing at this time, Mr.
Chairman.
TOMMY DUNN: Thank you, Mr. Graham.
Mr. Wooten?
CRAIG WOOTEN: Yes. I just had a
question. I didn’t know if it’s something that Mr.
Burns or Mr. Harmon would know or could look into.
With the new TV that will allow like enhanced
teleconferencing ability, would it be considered a
quorum if you attended a committee meeting through
the teleconference or is that an ordinance? Or how
does that work?
RUSTY BURNS: Not by our ordinance.
CRAIG WOOTEN: Well that might be
something, I mean, we could think about. At least
from committee only recommendations come to full
account. And it would allow people to maybe
participate even if you’re not on that committee you
could tune in. Just an idea. That’s all, sir.
TOMMY DUNN: New technology, Mr.
Wooten.
CINDY WILSON: Thank you, Mr. Chairman.
There was a recent presentation that Mr. Mike Miller
and our Sheriff Chad McBride provided to the
Republican Party regarding the methamphetamine,
opoids, all the horrific new drugs. It was one of
the most compelling presentations I’ve ever seen since in high school when they showed that very graphic, you know, drinking and driving. I think it was called Scared Straight. I wonder if it wouldn’t be a very good thing to try to put this program together and take it to our schools. Right now our EMS people are overwhelmed with a lot of drug calls. And one of the men that was telling me about an episode that happened to him about six years ago, and he’s still not right. He was called by the squad to go help an individual having some kind of a methamphetamine seizure or something. They got the individual to the hospital and in his handling that person he spent fourteen days, he said, in the ICU and has had serious health issues ever since.

There’s so many ramifications to this drug epidemic, it’s beyond someone making poor choices and forever altering their lives. But it’s altering other innocent people, even people who are called to help them. And I think it would be a good start to get that information into our schools, to the churches, everywhere in this county. And I wanted to applaud our Sheriff’s Department for a really fine job in getting the statistics and the information together.

TOMMY DUNN: Thank you, Ms. Wilson. Just a couple of things. I want to give an attaboy to the convention business bureau for another good announcement this week on Lake Hartwell and the fishing thing that’s coming. I think that’s going to be a big boost for the economy of Anderson County. Also just wanted to make mention, coming through again this weekend at the Civic Center. If you ride by, it’s plum full, from every ball park down to the tennis thing, all the way up here. People don’t think that the Civic Center is not -- as Mr. Burns has said several times, it’s our big park in the town here. It’s our central park. And it really is. People from all over. A lot of tags from Atlanta, Georgia here for a ball tournament. So that’s outside economics. Want to appreciate that. Appreciate everybody coming out tonight. Be adjourned.

(MEETING ADJOURNED AT 7:27 P.M.)
ORDINANCE NO. 2018-045

AN ORDINANCE IMPOSING A PROHIBITION ON CERTAIN MOTOR VEHICLE TRAFFIC ON BALLARD ROAD (C-06-0041); AND OTHER MATTERS RELATED THERETO.

WHEREAS, the State of South Carolina (the “State”) and certain of its political subdivisions have the authority, pursuant to Title 56, Chapter 5 of the South Carolina Code of Laws, 1976, as amended (the “State Code”), to regulate the use of State highways and roadways through the establishment of traffic regulations;

WHEREAS, Anderson County (the “County”), a body politic and corporate and political subdivision of the State of South Carolina, acting by and through its County Council (the “Council”), is responsible for the creation, management, upkeep, maintenance, and safety of all public roads in the County not designated as either State or Federal roadways or highways;

WHEREAS, the County, acting by and through its Council, is authorized by Section 56-5-4210 of the State Code to regulate or prohibit, in whole or in part, the operation of any specified class of size of motor vehicle on County maintained roads, whenever such regulation is necessary to provide for the public’s safety;

WHEREAS, truck traffic has increased on Ballard Road, which is a local road not intended for heavy vehicle use of a constant nature, to the degree that truck traffic is endangering residents living in the area as well as the motorists who utilize the road located therein; and,

WHEREAS, the subject road is more particularly described as Ballard Road (C-06-0041), running from U.S. Highway 29 North to S.C. Highway 8, as set forth in Exhibit A attached hereto and made a part hereof (the “Road”);

WHEREAS, the County has performed traffic count studies on the Road to represent daily traffic whose results are set forth in Exhibit B attached hereto and made a part hereof:

WHEREAS, County Council desires to restrict trucks and other large vehicles from using the Road by posting notice and enforcing prohibition against “through trucks in excess of six (6) wheels” on the Road.

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

1. Anderson County hereby imposes, and shall post notice of, a prohibition against “through trucks in excess of six (6) wheels,” pursuant to Section 56-5-4210 of the State Code, on Ballard Road (C-06-0041).

2. Once the new prohibition has been imposed and posted, any single-unit or multi-unit truck or other motor vehicles, as defined in Section 56-3-20 of the State Code, in excess of six (6) wheels, shall be prohibited from traveling upon the Road except as set forth below in Paragraph 3 below.
3. This Ordinance shall not apply to federal, state, county, municipal and other public service maintenance and emergency vehicles and school buses, nor delivery by commercial vehicles serving local addresses.

4. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance, all of which is hereby deemed separable.

5. All ordinances, orders, resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

6. This Ordinance shall become effective and be in full force and effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting duly assembled, this _____ day of __________________ 2018.

ATTEST: ___________________________ FOR ANDERSON COUNTY: ___________________________

Rusty Burns
Anderson County Administrator

Lacey A. Croegaert
Anderson County Clerk to Council

Leon C. Harmon
County Attorney

First Reading: October 16, 2018
Second Reading: 
Public Hearing: 
Third Reading: 
MEMORANDUM
ANDERSON COUNTY ROADS AND BRIDGES

DATE: September 28, 2018
TO: Matt Hogan
Roads & Bridges Manager
FROM: Thulasi Vinayagam
Principal Engineer
SUBJECT: Ballard Road Truck Restriction Request

As requested, Roads & Bridges staff conducted a volume and vehicle classification count and examined the impact of restricting trucks on Ballard Road between US 29 and SC 8. Ballard Road is located in the outskirts of Williamston and Pelzer and serves between Midway Road, US 29 and SC 8. It is functionally classified as a minor collector. It has two 9 feet asphalt travel lanes and some, or no, grassed shoulders on the majority of the roadway.

The data collection was conducted between Wednesday, September 19th and Wednesday, September 26th, 2018. One counter was placed at 2300 feet East of US 29. Current average daily traffic volume is 327 vehicles/day. As shown in the table below, the count indicates that less than one percent (0.8%) of the traffic on Ballard Road is tractor trailers, with a total of 19 tractor trailers for the one week study period, which is approximately 2.7 tractor trailers per day.

<table>
<thead>
<tr>
<th>TYPE OF VEHICLE*</th>
<th>PERCENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bikes</td>
<td>0.6%</td>
</tr>
<tr>
<td>Cars &amp; Trailers</td>
<td>72.3%</td>
</tr>
<tr>
<td>2 Axle Long</td>
<td>20.8%</td>
</tr>
<tr>
<td>Buses</td>
<td>0.6%</td>
</tr>
<tr>
<td>2 Axle, Six Tires</td>
<td>4.7%</td>
</tr>
<tr>
<td>&lt;5 Axle, Double</td>
<td>0.7%</td>
</tr>
<tr>
<td>5 Axle, Double</td>
<td>0.1%</td>
</tr>
<tr>
<td>Not Classified</td>
<td>0.0%</td>
</tr>
<tr>
<td>TOTAL TRACTOR TRAILERS</td>
<td>0.8%</td>
</tr>
</tbody>
</table>

* See attached “Federal Highway Administration Scheme F” for definitions.

As shown in the attached maps, the alternate route for the trucks from US 29 and Ballard Road intersection would be US 29 North Ramp (R5301) to SC 8 South. This alternate route would add 0.6 miles to the trip. The alternate route for trucks from
SC 8 and Ballard Road intersection would be US 29 North Ramp (R5300 and then RS 6300) to US 29. This alternate route would add 1.0 miles to the trip.

The function of collector roads is to draw traffic from local roads and bring it to major collectors or arterial routes. A minor collector road is expected to carry truck traffic in normal condition. In the case of Ballard Road, truck restrictions are recommended, considering the physical condition of the roadway. It has inadequate roadway width and inconstant shoulder widths, which makes Ballard Road incapable of handling truck traffic.

Attachments:
1. Volume Study report
2. Vehicle Classification Study report
3. Alternate Route Maps (East and West)
4. Vehicle Classification Definition
Route 2 - 1.9 Miles
Route 1 - 1.3 miles

C-06-0041 Ballard Road Alternate Route - Eastbound
Route 1 - 1.3 miles

Route 2 - 2.3 miles

C-06-0041 Ballard Road Alternate Route - Westbound
ORDINANCE NO. 2018-046

AN ORDINANCE TO PROVIDE APPROVAL FOR ANDERSON COUNTY TO QUIT CLAIM AN AREA OF 84 SQUARE FEET TO THE CURRENT OWNER OF LOT 1 OF BUCKWOOD SUBDIVISION IN ORDER THAT THE GARAGE LOCATED ON LOT 1 DOES NOT ENCROACH INTO THE RIGHT OF WAY OF OSWEGO ROAD; 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; and,

WHEREAS, the County has a right of way for Oswego Road within Buckwood Subdivision located within the County; and,

WHEREAS, the garage located on Lot 1 of Oswego Road (TMS No. 014-02-01-019) and presently owned by J. Michael Popovich and Jordon J. Popovich encroaches into the right of way of Oswego Road; and,

WHEREAS, the County desires to remedy the encroachment by quit claim deed of 84 square feet to J. Michael Popovich and Jordon J. Popovich as shown on Exhibit A attached hereto; and,

WHEREAS, the County, because of the location of Oswego Road, will retain a sufficient amount of right of way to appropriately conduct any required maintenance of Oswego Road.

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

1. Anderson County Council hereby approves the grant of 84 square feet by quit claim deed to J. Michael Popovich and Jordan J. Popovich, the current owner of Lot 1 within Buckwood Subdivision (TMS No. 014-02-01-019) as shown on Exhibit A attached hereto and further directs the Anderson County Administrator to execute all documents related thereto on behalf of Anderson County.

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

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

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

ATTEST:
COUNTY:

___________________________
Rusty Burns
Anderson County Administrator

___________________________
Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

___________________________
Leon C. Harmon
County Attorney

First Reading: October 16, 2018
Second Reading: ____________, 2018
Public Hearing: ____________, 2018
Third Reading: ____________, 2018
ORDINANCE NO. 2018-047

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 Greenville County;

NOW, THEREFORE, be it ordained by Anderson County Council that Exhibit A to the Agreement is hereby and shall be amended and revised to include property located in Greenville County described in the schedule attached to this Ordinance, and, pursuant to Section 3(B) of the Agreement, upon adoption by 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 ______________, 20__.

(SEAL)

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey Croegaert, Clerk
Anderson County Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman
Anderson County Council

First Reading: October 16, 2018
Second Reading: ____, 20__
Third Reading: ____, 20__
Public Hearing: ____, 20__
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

**GREENVILLE COUNTY PROPERTIES**

[Project Fox property TMS # 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 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.

________________________________________

Clerk, Anderson County Council

Dated: ____________, 20__
ORDINANCE NO. 2018-048

AN ORDINANCE TO AMEND CHAPTER 70-9:2 OF THE ANDERSON COUNTY CODE OF ORDINANCES, SO AS TO PROVIDE COMPENSATION TO MEMBERS OF THE BOARD OF ZONING APPEALS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Board of Zoning Appeals is established in Chapter 70 Section 9:1 of the Anderson County Code of Ordinances;

WHEREAS, the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, as amended, authorizes compensation of Board of Zoning Appeals members at the discretion of the local governing body; and

WHEREAS, Anderson County Council wishes to amend Chapter 70-9:2 of the Anderson County Code of Ordinances, as set forth herein.

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

1. Chapter 70, Section 9:2 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

   70-9:2 Membership and Compensation. The board shall be governed by the provisions applicable to the land use board of appeals as codified in Sec. 38-74 of the Anderson County Code of Ordinances. Board members shall be compensated in an amount as approved from time to time by county council.

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

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

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

5. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.
ORDAINED in meeting duly assembled this _______ day of ________, 2018.

ATTEST:

Rusty Burns
Anderson County Administrator

FOR ANDERSON COUNTY:

Leon C. Harmon
Anderson County Attorney

ATTEST:

Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
Anderson County Council

1st Reading: October 16, 2018

2nd Reading: ________

3rd Reading: ________

Public Hearing: ________
ORDINANCE NO. 2018-049

AN ORDINANCE TO AMEND CHAPTER 38-311 OF THE ANDERSON COUNTY CODE OF ORDINANCES, SO AS TO CLARIFY THE DECISION-MAKING AND PUBLIC RECORD AND NOTIFICATION PROCESSES FOR PRELIMINARY SUBDIVISION PROPOSALS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Resolution No. 2018-007 calls for the review of the Anderson County Code of Ordinances to streamline land development processes; and

WHEREAS, the Anderson County Code of Ordinances and the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, as amended, charges the Anderson County Planning Commission with oversight of the administration of subdivision regulations; and

WHEREAS, Anderson County Council wishes to amend Chapter 38-311 of the Anderson County Code of Ordinances, as provided herein.

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

1. Chapter 38, Section 38-311 (c) (1) of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

   If the planning commission votes to reject the plat, it shall make its grounds for such rejection known for the public record, and shall notify the subdivider of such rejection, including the grounds for rejection, in writing. The subdivider may then submit a corrected preliminary plat, which will be considered in the same manner as a newly submitted preliminary plat.

2. The Code of Ordinances, Anderson County, South Carolina, is hereby amended by adding a section to be numbered Section 38-311(c)(3), which section reads as follows:

   In addition to the standards set forth in this chapter and the recommendations of staff, the Planning Commission will also take into consideration the following criteria when making its decision to reject or approve a preliminary subdivision plat:

   i. public health, safety, convenience, prosperity, and the general welfare
   ii. balancing the interests of subdividers, homeowners, and the public
   iii. the effects of the proposed development on the local tax base
   iv. the ability of existing or planned infrastructure and transportation systems to serve the proposed development.
3. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.

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

5. 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.

6. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.
ORDAINED in meeting with duly assembled this _______ day of _______, 2018.

ATTEST: 

FOR ANDERSON COUNTY:

______________________________ ______________________________
Rusty Burns             Tommy Dunn, District #5, Chairman
Anderson County Administrator

______________________________
Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

______________________________
Leon C. Harmon
Anderson County Attorney

1st Reading: October 16, 2018

2nd Reading: ____________

3rd Reading: ____________

Public Hearing: ____________
ORDINANCE NO. 2018-050

AN ORDINANCE TO AMEND CHAPTER 38-66 OF THE ANDERSON COUNTY CODE OF ORDINANCES, SO AS TO PROVIDE COMPENSATION TO PLANNING COMMISSIONERS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Planning Commission is established in Chapter 38 Section 66 of the Anderson County Code of Ordinances;

WHEREAS, the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, as amended, authorizes compensation of Planning Commissioners at the discretion of the local governing body; and

WHEREAS, Anderson County Council wishes to amend Chapter 38-66 of the Anderson County Code of Ordinances, as set forth herein.

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

1. The Code of Ordinances, Anderson, South Carolina, is hereby amended by adding a section to be numbered Section 38-66(d), which section reads as follows:

   38-66 (d) Compensation. The planning commission shall be compensated in an amount as approved from time to time by county council.

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

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

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

5. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.
ORDAINED in meeting duly assembled this ______ day of ______, 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
Anderson County Attorney

1st Reading:          October 16, 2018
2nd Reading:          ______
3rd Reading:          ______
Public Hearing:       ______
Applicant: Randy M. Williams
Current Owner: Randy M. Williams
Property Address: 284 Grate Road
Precinct: Mount Tabor
Council District: 4
TMS #(s): 044-01-01-009
Acreage: +/- 1.00
Current Zoning: R-20 (Single-Family Residential, 20,000 Square Foot Minimum Lots)
Requested Zoning: R-D (Residential - Duplex District)
Surrounding Zoning: North: R-20
South: R-20
East: R-20
West: R-20

Evaluation: This request is to rezone the parcel of property described above from R-20 (Single-Family Residential) to R-D (Residential - Duplex District). The applicant’s stated purpose for the rezoning is to “construct a duplex.”

The R-D district is established to provide for one- and two-family dwellings, and the recreational, religious, and educational facilities which are normally found in residential areas. The district is primarily intended for areas which represent a transition between low-density, single-family development and high-density, multifamily development and for sites which are located in predominantly low-density areas but contain a mix of uses such as single-family manufactured, modular, and multifamily residential units.

The Future Land Use Map in the County’s Comprehensive Plan (2016) identifies the area as agricultural. The surrounding area is rural in nature with single-family (low-density) homes in the vicinity.

Public Outreach: Staff hereby certifies that the required public notification actions have been completed, as follows:
Public Feedback: To date, staff has received three phone calls for more information.

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

Zoning Advisory Group Recommendation: The District 4 Zoning Advisory Group attempted to meet on October 3, 2018, but couldn’t due to a lack of quorum. Pursuant to Chapter 70, Section 10.2 of the Anderson County Code of Ordinances, if the Zoning Advisory Groups fail to submit a report and recommendation after their first scheduled meeting, it is deemed to have approved the request.

Planning Commission Recommendation: The Anderson County Planning Commission met on October 9, 2018 and after a duly noted public hearing recommended Denial of a request to rezone from R-A to R-M1. The vote was 4 in favor, 1 opposed and 1 absent.
Rezoning Application

September 13, 2018

Applicant's Information
Name: Randy M. Williams
Mailing Address: 1101 Burns Bridge Rd
Telephone and Fax: 864-520-4382 E-Mail: Rmwilliams2050@yahoo.com

Owner's Information
Name: Randy Williams
Mailing Address: 1101 Burns Bridge Rd
Telephone and Fax: E-Mail:

Designation of Agent: (Complete only if owner is not the applicant)
I (We) hereby appoint the person named the Applicant as my (our) agent to represent me (us) in this request for rezoning.

Owner's Signature

Date

Project Information
Property Location: 284 Grant Rd 29625
Parcel Number(s)/TMS: 04-01-01-009
County Council District: 4 School District: 4
Total Acreage: 1 Acre Current Land Use: Open Land/Resident
Current Zoning: R20 Requested Zoning: R
Purpose of Rezoning: I wish change to Rd to construct a Duplex.
Private Covenants or Deed Restrictions on the Property: Yes __________ No __________
If you indicated no, your signature is required.

Randy Williams
Applicant Signature
9/13/17

Date

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

Comments: This would enhance the community growth and property value in the near future.

Please attach an accurate plat (survey) of the property to this application.

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

Please refer to the Anderson County Planning & Community Development Fee Schedule for amount due.

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

Randy Williams
Applicant's Signature
9/13/17

Date

Page 3 of 2

For Office Use Only:

Application Received By: __________________ Date Complete Application Received: 9-13-18
Scheduled Advisory Public Meeting Date: 10-3-18 Zoning Advisory Recommendation: __________________
Scheduled Commission Public Hearing Date: 10-9-18 Planning Commission Recommendation: __________________
Scheduled Council Public Hearing Date: 11-6-18 County Council Decision: __________________
I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the "Hilton Standards Manual for the Practice of Land Surveying in South Carolina," and meets or exceeds the requirements for a Class II survey as specified therein; also there are no visible encroachments or projections other than those shown.

State of South Carolina
County of Anderson
Township of Pendleton

Plat of Lots 1A1 & 1A2
Surveyed at the Request of
Johnny R. Williams

Farmer & Simpson Engineers
211 Society Street
Anderson, S.C. 29621
Tel. 864-226-0980

Scale: 1"=50' April 22, 1999
Rezoning Request
284 Grate Road
R-20 to R-D
Rezoning Request
284 Grate Road
R-20 to R-D
Rezoning Request
284 Grate Road
R-20 to R-D
Rezoning Request
284 Grate Road
R-20 to R-D
Applicant: Mouris Mekhaeil
Current Owner: Mouris Mekhaeil and Hany Nashed
Property Address: 3 Beaverdam Road
Precinct: Williamston Mill
Council District: 7
TMS #(s): 221-06-04-001
Acreage: +/- .33
Current Zoning: R-M1 (Mixed Residential District)
Requested Zoning: C-2 (Highway Commercial)
Surrounding Zoning: North: Town of Williamston
South: R-M1 and C-2
East: C-2
West: R-M1

Evaluation:
This request is to rezone the parcel of property described above from RM-1 (Mixed Residential District) to C-2 (Highway Commercial). The applicant’s stated purpose for the rezoning is for a car lot.

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

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

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

- September 20: Rezoning notification signs posted on subject property;
- September 21: Rezoning notification postcards sent to 171 property owners within 2,000’ of the subject property;

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

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

Zoning Advisory Group Recommendation: The District 7 Zoning Advisory Group attempted to meet on October 3, 2018, but couldn’t due to a lack of quorum. Pursuant to Chapter 70, Section 10.2 of the Anderson County Code of Ordinances, if the Zoning Advisory Groups fails to submit a report and recommendation after their first scheduled meeting, it is deemed to have approved the request.

Planning Commission Recommendation: The Anderson County Planning Commission met on October 9, 2018 and after a duly noted public hearing recommended Approval of a request to rezone from RM-1 to C-2. The vote was 4 in favor, 2 opposed, and 1 absent.
Rezoning Application

Date of Application Completion
Application Status (Approved or Denied)

Applicant’s Information
Name: Mourn’s Mehneel
Mailing Address: 100 plum orchard ct simpsonville sc 29681
Telephone and Fax: 864-517-0761 E-Mail: meonesmekheerl@gmail.com

Owner’s Information
(If Different from Applicant)
Name: Mourn’s Mehneel & HanY marshed
Mailing Address: 100 plum orchard ct simpsonville sc 29681
Telephone and Fax: 864-517-0761 E-Mail: meonesmekheerl@gmail.com
Designation of Agent: (Complete only if owner is not the applicant)
I (We) hereby appoint the person named the Applicant as my (our) agent to represent me (us) in this request for rezoning.

Owner’s Signature
8-13-18
Date

Project Information
Property Location: 3 Beaverdam Road
Parcel Number(s)/TMS: 2210604001
County Council District: School District: 1
Total Acreage: 0.33 Current Land Use: Residential
Requested Zoning: Commercial Call
Purpose of Rezoning: Car lot

Page 1 of 2
Private Covenants or Deed Restrictions on the Property: Yes [ ] No [ ]

If you indicated no, your signature is required.

Applicant's Signature: ________________________ Date: 8-13-18

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

Comments: ____________________________________________

Please attach an accurate plat (survey) of the property to this application.

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

Please refer to the Anderson County Planning & Community Development Fee Schedule for amount due.

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

Applicant's Signature: ________________________ Date: 8-13-18

Page 2 of 2

For Office Use Only:

Application Received By: ________________________ Date Complete Application Received: _____________

Scheduled Advisory Public Meeting Date: _____________ Zoning Advisory Recommendation: _____________

Scheduled Commission Public Hearing Date: _____________ Planning Commission Recommendation: _____________

Scheduled Council Public Hearing Date: _____________ County Council Decision: ________________________
Rezoning Request
3 Beaverdam Road
R-M1 to C-2
Aerial Photography

Rezoning Request
3 Beaverdam Road
R-M1 to C-2
Rezoning Request
3 Beaverdam Road
R-M1 to C-2
Rezoning Request
3 Beaverdam Road
R-M1 to C-2
ORDINANCE NO. 2018-053

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; AND OTHER MATTERS RELATED THERETO.

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 Greenville County;

NOW, THEREFORE, be it ordained by Anderson County Council that Exhibit A to the Agreement is hereby and shall be amended and revised to include property located in Greenville County described in the schedule attached to this Ordinance, and, pursuant to Section 3(B) of the Agreement, upon adoption by 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.

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

ATTEST: FOR ANDERSON COUNTY:

______________________________________
Rusty Burns
Anderson County Administrator

______________________________________
Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

______________________________________
Leon C. Harmon
County Attorney

First Reading: ________________, 2018
Second Reading: ________________, 2018
Public Hearing: ________________, 2018
Third Reading: ________________, 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

GREENVILLE COUNTY PROJECT
(PRESENTLY KNOWN AS PROJECT TRIPLE)

TRACT 1

All that certain piece, parcel or lot of land being situate in the County of Greenville, State of South Carolina, as is more particularly shown on the plat of property titled “Survey for Nobert Plating, Inc.” and dated October 1990 by Webb Surveying & Mapping Group containing approximately 8.55 + acres located in Beechtree Business Park near Augusta Road and having according to said plat the following metes and bounds to-wit:

BEGINNING at the State Plane Coordinate N=642,845.9260, E=1,579,161.149; thence running S 84°55'18" E for 509.85 feet to an iron pin on the creek; thence turning and running down the creek with the creek as the eastern boundary of said lot; the traverse of the creek being S 00°06'54" E for 272.78 feet to an iron pin; thence continuing along the traverse of the creek S 13°40'43" W for 453.27 feet to an iron pin; thence continuing along the traverse of the creek S 66°44'50" W for 107.5 feet to an iron pin on the northern right-of-way of Beechtree Boulevard; thence turning and running along the curve of Beechtree Boulevard N 42°26'33" W for 34.10 feet to an iron pin; thence continuing N 48°23'20" W for 100.0 feet to an iron pin; thence continuing N 60°17'21" W for 100.0 feet to an iron pin; thence continuing N 74°42'29" W for 142.12 feet to an iron pin; thence continuing N 89°48'43" W for 111.46 feet to an iron pin; thence turning and leaving the right-of-way of Beechtree Boulevard and running N 11°50'17" E for 635.08 feet to an iron pin which is the point of beginning. The curve data for the right-of-way of Beechtree Boulevard can be obtained by reference to the plat of Beechtree Business Park as same is shown on the plat of survey at Beechtree Business Park prepared by Webb Surveying & Mapping Group and recorded in the RMC Office of Greenville County in Plat Book 18-T at page 99-100.

ALSO

All non-exclusive rights of ingress, egress and regress on, over and upon that certain private road known as Beechtree Boulevard as the same is shown on the plat of survey of Beechtree Business Park above cited:

This property is subject to easements and rights-of-way of record and subject to the restrictions and easements recorded in Deed Book 1410 at page 77.

TRACT 2

All that certain piece, parcel or lot of land being situate in the County of Greenville, State of South Carolina, as is more particularly shown on Plat of property entitled “Plat for Beechtree” and dated August 1990 by Webb Surveying & Mapping Group containing approximately 8.00 acres located in Beechtree Business Park near Augusta Road and having according to said plat the following metes and bounds to-wit:

Beginning at a point at the State Plane Coordinate N=642,845.9260, E=1,579,161.149; thence turning
and running S 11°50'17" W for 635.08 feet to an iron pin; thence turning and running along the northern right-of-way of Beechtree Boulevard S 77°00'20" W for 110.00 feet to an iron pin; thence continuing along the northern side of Beechtree Boulevard S 70°27'42" W for 230.96 feet to an iron pin; thence turning and leaving Beechtree Boulevard and running N 21°40'13" W for 313.05 feet to an iron pin; thence turning and running N 09°59'49" W for 423.11 feet to an iron pin; thence turning and running N 79°25'58" E for 270.26 feet to an iron pin; thence continuing S 84°55'18" E for 380.0 feet to an iron pin which is the point of the beginning. The curve data for the right of way of Beechtree Boulevard can be obtained by reference to the plat of Beechtree Business Park prepared by Webb Surveying & Mapping Group and recorded in the RMC Office of Greenville County in Plat Book 18-T at page 99-100.

ALSO

All non-exclusive rights of ingress, egress and regress on, over and upon that certain private road known as Beechtree Boulevard as the same is shown on the plat of survey of Beechtree Business Park above cited.

This property is subject to easements and rights-of-way of record and subject to the restrictions and easements recorded in Deed Book 1410 at page 77.
STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

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

Clerk, Anderson County Council

Dated: ________, 20__

GREENVILLE 1537636.2
ORDINANCE NO. 2018-054

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS TO ARMADA DEVELOPMENT, LLC TO ASSIST IN THE DEVELOPMENT OF A SENIOR HOUSING PROJECT; AND OTHER RELATED MATTERS.

WHEREAS, Anderson County, South Carolina ("County"), acting by and through its County Council ("County Council"), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act"), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from ad valorem property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of ad valorem property taxes in an amount equal to the ad valorem taxes that would have been due and payable but for the location of the property in such multicounty park ("Fee Payments");

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments ("Infrastructure Credits") to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County, and (ii) improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise (collectively, "Infrastructure");

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

WHEREAS, Armada Development, LLC ("Company") desires to construct a senior living facility within the County ("Project"), consisting of taxable investments in real and personal property of not less than $20,000,000;

WHEREAS, pursuant to Ordinance No. [], the County intends to authorize the expansion of the boundaries of the Park to include the real and personal property relating to the Project, specifically, approximately 36.41 acres located at the intersection of Highway 187 and Boscobel Road, more particularly described in Exhibit A to the Agreement (as defined below) ("Property"), in the Park; and

WHEREAS, the County desires to enter into an Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit A ("Agreement"), to provide Infrastructure Credits against certain of the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure.

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

Section 1. Statutory Findings. Based on representations made by the Company to the County, the County finds that the Project and the Infrastructure will enhance the economic development of the County.

Section 2. Approval of Infrastructure Credit; Authorization to Execute and Deliver Agreement. The Infrastructure Credits, as more particularly set forth in the Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that
are before this meeting are approved and all of the Agreement’s terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair of County Council ("Chair") is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

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

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

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

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

Rusty Burns  
Anderson County Administrator  

Lacey Croegaert  
Anderson County Clerk to Council  

APPROVED AS TO FORM:  

Leon C. Harmon  
Anderson County Attorney  

First Reading:  
Second Reading:  
Public Hearing:  
Third Reading:
EXHIBIT A

FORM OF AGREEMENT
INFRASTRUCTURE CREDIT AGREEMENT

by and between

ANDERSON COUNTY, SOUTH CAROLINA

and

ARMADA DEVELOPMENT, LLC

Effective as of: __________________
INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of December 4, 2018 ("Agreement"), is by and between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina ("County"), and ARMADA DEVELOPMENT, LLC, a South Carolina limited liability company, acting for itself, one or more affiliates, assigns or other sponsors (collectively, "Company" together with the County, "Parties," each, a "Party").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council ("County Council"), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act"), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from ad valorem property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of ad valorem property taxes in an amount equal to the ad valorem taxes that would have been due and payable but for the location of the property in such multicounty park ("Fee Payments");

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments ("Infrastructure Credit") to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, "Infrastructure");

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

WHEREAS, the Company has committed to develop a senior housing development in the County ("Project") on property more particularly identified by Exhibit A ("Land"), consisting of taxable investment in real and personal property of approximately $20,000,000;

WHEREAS, by Ordinance No. [ ] enacted on [DATE] ("MCIP Ordinance"), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project ("Property") in the Park; and

WHEREAS, pursuant to Ordinance No [], enacted on December 4, 2018 ("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.

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;

(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 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; and

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

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

(a) The Company is in good standing under the laws of the State of South Carolina, has power to conduct business in the State of South Carolina 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, each 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 shall invest approximately $20,000,000 in taxable property at the Project (“Investment Commitment”) by [], 2023 (“Certification Date”).

Section 2.2. Infrastructure Credits.

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against the Company’s Fee Payments due with respect to the Project, the amount and calculation of which is described in Exhibit B.
(b) The Company shall receive the Infrastructure Credit for a period of 30 years ("Credit Term"), with such 30-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 Project. For each property tax year of the Credit Term, the County shall prepare and issue the Company’s annual bill with respect to the Project net of the Infrastructure Credit set forth Exhibit B ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY 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 COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

Section 2.3. Filings. To assist the County in administering the Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, and PT-300 with respect to 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.

Section 2.5 Company Option to Terminate Agreement. The Company may terminate this Agreement at any time by delivering written notice of termination to the County at the address provided in Section 4.7. For any tax years after termination of this Agreement, the Project will be taxed as provided under then applicable South Carolina law.

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, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) A Cessation of Operations. For purposes of this Agreement, a “Cessation of Operations” means closure of the Project or the total vacancy of the Project for a continuous period of twelve (12) months;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;
(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in Sections 2.1 and 2.2 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

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

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

Section 3.2. Remedies on Default.

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

(i) terminate the Agreement; or

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

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

(i) bring an action for specific enforcement; or

(ii) terminate the Agreement.

Section 3.3. Reserved.

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

ARTICLE IV
MISCELLANEOUS

Section 4.1. Examination of Records; Confidentiality.
(a) The County 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 for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; and (iii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges 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 could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and, at the expense of the Company, 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 County, which may be given by Resolution of County Council, and which consent will not be unreasonably withheld.

Section 4.3. Provisions of Agreement for Sole Benefit of County 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 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 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 County is 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 County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys 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 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 County, 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 County’s 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 County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its 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 County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County 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 County 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 County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County 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 delivered and confirmed by United States first-class, registered mail, postage prepaid and addressed as follows:

if to the County: Anderson County, South Carolina
Attn: County Administrator
Post Office Box 8002
Anderson, South Carolina 29622

with a copy to
(does not constitute notice): Anderson County Attorney
Attn: Leon Harmon
The County 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. Administrative Fees. The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of $3,500. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County’s direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 45 days following receipt of the written request from the County. For purposes of this Section, “Administration Expenses” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys’ fees. Administration Expenses do not include any costs, expenses, including attorneys’ fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County’s Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice.

Section 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 County agrees 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.

[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

______________________________
Tommy Dunn, Chairman
Anderson County Council

(SEAL)
ATTEST:

______________________________
Lacey Croegaert
Anderson County Clerk to Council

[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]
IN WITNESS WHEREOF, Armada Development, LLC, has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

ARMADA DEVELOPMENT, LLC

By: _____________________________
Name: _____________________________
Its: _______________________________

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]
EXHIBIT A

LAND DESCRIPTION

TMS# 041-00-04-008-000
EXHIBIT B

DESCRIPTION OF INFRASTRUCTURE CREDIT

The Company shall be entitled to an Infrastructure Credit against its Fee Payments for each year of the Credit Term. The amount of the Infrastructure Credit will vary depending on the year in which the Company is receiving the Credit. The Infrastructure Credit in the first year of the Credit Term shall be equal to the amount necessary to reduce the Net Fee Payment to $330,000, and the Net Fee Payment shall be subject to a 1% annual increase as set forth in the table below:

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ORDINANCE NO. 2018-055

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 the adoption of ordinances by the County Councils of Anderson County and Greenville County; and

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 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 without further action by either county.

DONE in meeting duly assembled this ___ day of ______________, 20__.

(SEAL)

ATTEST:

ANDERSON COUNTY, SOUTH CAROLINA

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

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

PPAB 4497406v3
Addition to Exhibit B 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

ANDERSON COUNTY PROPERTIES

Armada Development, LLC – TMS # 041-00-04-008-000
STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of November 6, 2018, November 20, 2018, and December 4, 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.

________________________

Clerk, Anderson County Council

Dated: ________, 2018
ORDINANCE 2018-056

AN ORDINANCE AUTHORIZING, UNDER CERTAIN CONDITIONS, THE EXECUTION AND DELIVERY BY ANDERSON COUNTY, SOUTH CAROLINA OF AN AMENDED FEE IN LIEU OF TAXES AGREEMENT WITH PROJECT TRIO WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES AND WOULD BE PROVIDED CERTAIN SPECIAL SOURCE CREDITS AGAINST FEE PAYMENTS; AND RELATED MATTERS

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (jointly hereinafter the "Act"), to acquire, or cause to be acquired, own, lease and dispose of properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry to construct, lease, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; to provide for a special source credit pursuant to the Act; and, to accept any grants for such projects through which 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 and remain in the State, and thus utilize and employ the manpower, agricultural products and natural resources of the State; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Project Trio ("Project Trio") has requested the County to participate in adopting an ordinance, to provide by amendment for the inclusion of an additional project in the fee agreement entered into by and between the County and an existing company located in the County (the "Fee Agreement" and as amended, the "Amended Fee Agreement") pursuant to the Act for the purpose of authorizing and promoting the acquisition and inclusion of certain land, an existing building or buildings, and machinery, apparati and equipment in the County in order to continue the development of a manufacturing facility in which the minimum level of investment subsequent to the amendment of the Fee Agreement will be not less than Forty-Five Million Dollars ($45,000,000) subsequent to January 1, 2018, all as more fully set forth in the Amended Fee Agreement attached hereto; and

WHEREAS, Project Trio has represented to the County that the Project will constitute a project, as defined in the Act; and

WHEREAS, the County Council, having previously determined that the Project will provide employment of at least 20 employees, in addition to those employed by the Company as of
January 1, 2018 for persons from the County and areas adjacent thereto with a resulting alleviation of unemployment, and a substantial increase in payrolls and other public benefits incident to the conducting of industrial operations, proposes to authorize the Amended Fee Agreement and to execute and deliver the Amended Fee Agreement, to be granted under and pursuant to the provisions of the Act, and to be secured by and to contain such terms and provisions as are set forth in the Amended Fee Agreement, by and between the County and Project Trio, or its assigns; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing enhanced service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project 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 Project, i.e., economic development, creation of jobs; and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the Project will include certain infrastructure, as defined in the Act, to be owned, leased or used by Project Trio (the “Infrastructure”), and previously the County has previously placed the site of the Project in the Anderson County and Greenville County Multi-County Industrial/Business Park (the “Park”); and

WHEREAS, the County has determined to enter into and execute the aforesaid amendment to the Fee Agreement and to that end has, by this Ordinance, authorized the execution of the Amended Fee Agreement containing the fee in lieu of tax, special source credits and infrastructure and improvements grant; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Amended Fee Agreement by and between the County and Project Trio which includes the agreement for payment of a payment in lieu of tax, special source credits and an infrastructure and improvements grant; and

WHEREAS, it appears that the Amended Fee Agreement, which is now before this meeting, 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 Anderson County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting Project Trio to continue to develop and expand industrial facilities in the State, by the acquisition, inclusion and expansion of land, a building or buildings and various machinery, apparati, equipment, office facilities and furnishings, all as a part of the Project to be utilized as a facility for the manufacturing and production of automotive parts and products is hereby authorized, ratified and approved.
Section 2. The Amended Fee Agreement shall be a limited obligation of the County and all obligations of the County pursuant to the Amended Fee Agreement shall be payable solely out of the revenues derived by the County from the Amended Fee Agreement. The fee in lieu of tax, special source credit and infrastructure and improvements grant shall never constitute an indebtedness of the County within the meaning of any state constitutional provision 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 powers.

Nothing in this Ordinance or the Amended Fee Agreement shall be construed as an obligation or commitment by the County to expend any of its funds other than the revenues derived by the County from the Amended Fee Agreement.

Section 3. The Amended Fee Agreement shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the County Council and shall be attested by the manual or facsimile signature of the Clerk to the County Council, and shall have the seal of the County impressed or imprinted thereon.

Section 4. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of Project Trio, the Project constitutes a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) It is anticipated that the Project and the payments in lieu of taxes set forth herein will be beneficial to the County;

(c) The terms and provisions of the Amended Fee Agreement are incorporated herein and made a part hereof, but in the event of a conflict between the Ordinance and the Amended Fee Agreement authorized herein, the Amended Fee Agreement shall control;

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

(e) Neither the Project, the special source credits or the grant granted by the County to defray the Infrastructure improvement costs thereof, nor any documents or agreements entered into by the County in connection therewith will constitute or give rise to any pecuniary liability of the County or a charge against the general credit or taxing power of the County or any municipality;
(f) 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;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and

(h) The benefits of the Project will be greater than the costs.

Section 5. The form, terms and provisions of the Amended Fee Agreement presented to this meeting and filed with the Clerk to the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amended Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and the Clerk to the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amended Fee Agreement in the name and on behalf of the County, and thereupon to cause the Amended Fee Agreement to be delivered to Project Trio and the County. The Amended 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 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 the Amended Fee Agreement now before this meeting. The Chairman of the County Council and the Clerk to the County Council are hereby each authorized and directed to do any and all things necessary to affect the performance of all obligations of the County under and pursuant to the Amended Fee Agreement.

Section 6. Pursuant to the authority of the Act and subject to the limitations set forth in the Amended Fee Agreement, the County agrees to continue the Special Source Credits now contained in the Fee Agreement and to provide the infrastructure and improvement grant contained in the Amended Fee Agreement.

Section 7. 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 8. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Amended Fee Agreement for the Project, to the extent and so long as Project Trio makes and continue to make all filings with the County otherwise required by the Act.

Section 9. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.
ORDAINED in meeting duly assembled this ___ day of ____________, 2018.

ATTEST:

______________________________
Rusty Burns
Anderson County Administrator

______________________________
Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

______________________________
Leon C. Harmon
County Attorney

First Reading: _____________ ___, 2018
Second Reading: _____________, 2018
Public Hearing: _____________, 2018
Third Reading: _____________, 2018

FOR ANDERSON COUNTY:

______________________________
Tommy Dunn, Chairman
The Amended Fee Agreement is to be attached
ORDINANCE NO. 2018-057

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF SPECIAL SOURCE REVENUE CREDIT AGREEMENTS BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, ACE SOLAR, LLC, AND PELZER SOLAR I, LLC WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE REVENUE CREDITS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, ANDERSON COUNTY, SOUTH CAROLINA (the “County”), acting by and through its County Council (the “County Council”), and as authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “FILOT Act”), entered into a Fee-in-Lieu of Ad Valorem Taxes Agreement having an effective date of June 19, 2018 (the “Fee Agreement”) with Pelzer Solar I, LLC, a South Carolina limited liability company (“Pelzer I”), being a qualifying industry under the FILOT Act, whereby the County covenanted with Pelzer I to accept certain payments in lieu of ad valorem taxes (“FILOT”) with provision for certain special source revenue credits, with respect to investments by Pelzer I toward the installation of solar power generating facilities located at leased sites situated in Anderson County, South Carolina at TMS # 215-00-07-006 (“Project Ace”) and TMS # 219-00-04-008 (“Project Pelzer,” and collectively with Project Ace, the “Projects”); and

WHEREAS, Pelzer I is the sole owner of Project Pelzer and Ace Solar, LLC, a South Carolina limited liability company (“Ace,” and collectively with Pelzer I, the “Project Owners”) is the sole owner of Project Ace; and

WHEREAS, the Project Owners have requested the County replace the Fee Agreement with individual Special Source Revenue Credit Agreements for each Project (“SSRC Agreements”); and

WHEREAS, the County Council finds that granting the request of the Project Owners to so replace the Fee Agreement is in the best interest of the County and its people since it will encourage investment by the project Owners in the Projects; and

WHEREAS, pursuant to the authority granted to the County under Title 4, Section 1 of the Code of Laws of South Carolina, 1976, as amended (the “Park Act”) and Article VIII, Section 13 of the South Carolina Constitution, County Council placed the sites upon which the Projects are located in the Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties (the “Park”) by County Ordinance No. 2018-044 enacted October 16, 2018; and

WHEREAS, the Project Owners have each represented that each Project will involve an investment of not less than $1,400,000 during the Investment Period (as such term is defined in the applicable SSRC Agreement); and

WHEREAS, the County has agreed to, among other things, enter into the SSRC Agreements, whereby the County would provide for certain special source revenue credits to be claimed by the Project Owners against their payments of ad valorem taxes with respect to the applicable Project pursuant to the Park Act; and
WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the SSRC Agreements 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) Each 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;

(b) Neither the Projects, nor any documents or agreements entered into by the County in connection therewith, will give rise to any pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

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

(d) The benefits of the Projects are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the SSRC Agreements presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the SSRC Agreements were set out in this Ordinance in their entirety. The Chairman of County Council or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the SSRC Agreements 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 each SSRC Agreement to be delivered to the applicable Project Owner and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The SSRC Agreements are to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the Chairman of County Council or the County Administrator, upon advice of counsel, such official’s execution thereof to constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the SSRC Agreements now before this meeting.

Section 3. The County shall use its best efforts to maintain the Project sites in the Park during the term of the incentives provided for pursuant to the SSRC Agreements or subsequent ordinances or agreements.

Section 4. 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 SSRC Agreements and the performance of all obligations of the County thereunder.

Section 5. 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 6. 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.

[signature page follows]
ENACTED in meeting duly assembled this ___th day of _________________ 2018.

(SEAL)

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
Anderson County Council

First Reading:
Second Reading:
Public Hearing:
Third Reading:
SPECIAL SOURCE REVENUE CREDIT AGREEMENT

BETWEEN

PELZER SOLAR I, LLC AS SPONSOR

AND

ANDERSON COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF ________________, 2018
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SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT ("SSRC Agreement") is entered into, effective, as of ______________, 2018, between Anderson County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting through the Anderson County Council ("County Council") as the governing body of the County, and Pelzer Solar I, LLC, a limited liability company organized and existing under the laws of the State of South Carolina ("Sponsor"), previously identified as Project Avocado.

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 (the "Multi-County Park Act"), Title 4, Chapter 29, Section 69 and Title 12, Chapter 44, Section 70 (collectively, the "Infrastructure Credit Act") of the Code of Laws of South Carolina 1976, as amended (the "Code"): to enter into agreements with certain entities to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced credits against Payments in Lieu of Taxes to such investors;

WHEREAS, the Sponsor is a wholly owned subsidiary of Soltage, LLC. 

WHEREAS, the Sponsor proposes to develop, install or operate, as applicable solar power generating facilities located at a leased site situated at tax map parcel 219-00-04-008 (the "Land") in Anderson County, South Carolina (the "Project");

WHEREAS, the Project will involve an investment which, but for this SSRC Agreement, would have a value for ad valorem taxation purposes, of not less than $1,400,000 within the time period required under the Act ("Project Commitment");

WHEREAS, the County has determined that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, the County Council adopted an Inducement Resolution on May 15, 2018, (the "Resolution"), wherein the County Council, as an inducement to the Sponsor to develop the Project, committed the County to enter into, and authorized the County Administrator, County Attorney and the Executive Director of the Anderson County Economic Development Commission to negotiate with the Sponsor the terms of, this SSRC Agreement;

WHEREAS, the County Council adopted an ordinance on ______________, (the "SSRC Ordinance"), as an inducement to the Sponsor to develop the Project and at the Sponsor's request, the County Council authorized the County to enter into this SSRC Agreement with the Sponsor subject to the terms and conditions hereof;
WHEREAS, for the purposes set forth above, based solely on information provided by the Sponsor to the County, the County has determined that it is in the best interests of the County to enter into this SSRC Agreement with the Sponsor subject to the terms and conditions herein set forth.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I
PROJECT OVERVIEW

Section 1.1. Rules of Construction; Defined Terms. In addition to the words and terms elsewhere defined in this SSRC Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

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

“Administrative Expenses” shall mean the reasonable and necessary expenses, including attorneys’ fees, incurred by the County with respect to the Project and this SSRC Agreement.

“Authorized Sponsor Representative” shall mean any person designated from time to time to act on behalf on the Sponsor as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Sponsor by its Manager, its President, one of its vice presidents, its general counsel, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Sponsor Representatives to act for the Sponsor with respect to different sections of this SSRC Agreement.

“Chairman” shall mean the Chairman of the County Council of Anderson County, South Carolina.

“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.


“Commencement Date” shall mean the last day of the property tax year during which the Project Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor execute this SSRC Agreement.

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

“County Administrator” shall mean the person appointed by the County Council to act as county administrator of the County at any one time during the term of this SSRC Agreement, or in the event that the form of government of the County changes from that which is in place at the time of the execution of
this SSRC Agreement, the person who is authorized to perform the managerial and/or administrative duties presently assigned to the County Administrator.

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

“Decommissioning” shall mean the removal and proper disposal of all Equipment, stabilization and rehabilitation of the Land, and restoration of the Land to its original state.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value of the items which constitute a part of the Phase which may be caused by (i) the Sponsor’s removal of equipment pursuant to Section 4.6 of this SSRC Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this SSRC Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this SSRC Agreement.

“Equipment” shall mean all of the equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such equipment and fixtures become a part of the Project under this SSRC Agreement.

“Event of Default” shall mean any Event of Default specified in Section 4.14 of this SSRC Agreement.

“Infrastructure Credit Act” shall mean Title 4, Chapter 29, Section 69 and Title 12, Chapter 44, Section 70 of the Code, as amended through the date hereof.

“Investment Period” shall mean the period commencing in 2018 and ending on the last day of the fifth property tax year following the earlier of the property tax year in which Equipment, Structure, or Project Property is placed in service or the property tax year in which this SSRC Agreement is executed; provided a later date may be agreed to by the Sponsor and County.

“Land” shall mean the real estate upon which the Project is to be located, as described on Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof.

“Multi-County Park” shall mean that multi-county industrial/business park established pursuant to a qualifying agreement with Greenville County, dated November 16, 2010, and any amendments there to (the “Multi County Park Agreement”).

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“Net Payment in Lieu of Tax” shall mean a total annual payment of $3,200 for the SSRC Term, subject to the following: It is anticipated that the first Net Payment in Lieu of Tax due hereunder shall be the payment for property tax year 2019, due and payable to the County on or before January 15, 2020. Provided, the Net Payment in Lieu of Tax shall be increased in any year in which the total power generation capacity of the Project exceeds two megawatts of AC power, in proportion to the excess. For example, and by way of example only, if the total power generation capacity of the Project as of the last day of the 2022 tax year is 125% of two megawatts of AC power, then the Net Payment in Lieu of Tax for such year shall be increased by 25%. The Sponsor shall provide the County Administrator and Finance Director with report(s) (including third party reports, if applicable) not less frequently than annually, at the end of the calendar year, or any time the power generation capacity of the Project is increased, providing conclusive
evidence of the then-current power generation capacity of the Project and the actual maximum power production of the Project since the last such report.

“Payments in Lieu of Tax” shall mean the annual payments in lieu of taxes applicable to any Equipment, Structure, and Project Property determined to be within the Project in accordance with Article VIII, Section 13(D) of the South Carolina Constitution.

“Phase” or “Phases” in respect of the Project shall mean the Structure and Equipment placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day thirty (30) years after each such Phase of the Project becomes subject to the terms of this SSRC Agreement with an option to extend the term for a further ten (10) years.

“Project” shall mean the Structure and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

“Project Commitment” shall have the meaning set forth in the recitals to this SSRC Agreement.

“Project Property” shall mean all items of real and tangible personal property comprising the Project which become subject to this SSRC Agreement, and which are identified by the Sponsor in connection with its appropriate annual filing with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Project Property shall at all times remain vested in the Sponsor.

“Qualifying Infrastructure Costs” shall have the meaning set forth in Section 4.1 of this SSRC Agreement.

“Real Property” shall mean the Land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this SSRC Agreement, all improvements now or hereafter situated thereon and all fixtures now or hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this SSRC Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component under Section 4.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment.

“Special Source Revenue Credit” shall mean the Special Source Revenue Credit described in Section 4.1 hereof.

“Sponsor” shall mean Pelzer Solar I, LLC, a South Carolina limited liability company duly qualified to transact business in the State of South Carolina and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

“SSRC Agreement” shall mean this Special Source Revenue Credit Agreement.
“SSRC Term” or “Term” shall mean the period from the date of delivery of this SSRC Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this SSRC Agreement.

“State” shall mean the State of South Carolina.

“Structure” shall mean the structures and other improvements to be constructed or installed upon the Real Property as part of the implementation of the Project.

“Substantial Energy Generation” shall mean generation of at least 50% of energy capacity at the Project.

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

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations of the County. The County hereby represents and warrants to the Sponsor as follows:

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

(b) By proper action of the County Council, the County has duly authorized the execution and delivery of this SSRC Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(c) This SSRC Agreement has been duly executed and delivered on behalf of the County.

(d) The County agrees to use its best efforts to cause the Land to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included with the boundaries of the Multi-County Park or another multi-county park in order that the maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

(e) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this SSRC Agreement or which could, in any way, adversely affect the validity or enforceability of this SSRC Agreement.

Section 2.2. Representations of the Sponsor. The Sponsor hereby represents and warrants to the County as follows:
(a) The Sponsor is duly organized and in good standing under the laws of the State of South Carolina, has power to enter into this SSRC Agreement, and by proper company action has duly authorized the execution and delivery of this SSRC Agreement.

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

(c) The Sponsor intends to develop, install or operate, as applicable solar power generating facilities, to conduct other legal activities and functions with respect thereto, and for such other purposes as the Sponsor may deem appropriate.

(d) The availability of the Special Source Revenue Credits with regard to the Project has induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and commits to achieve its Project Commitment by the end of the Investment Period.

(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

(g) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the incentives granted by this SSRC Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the incentives granted by this SSRC Agreement.

ARTICLE III
THE PROJECT

Section 3.1. The Project. The Sponsor has acquired and/or installed since the Commencement Date or made plans for the acquisition and/or installation of certain Equipment on the Land which comprises the Project.

Section 3.2. The Park. Pursuant to Ordinance No. 2018-044 enacted October 16, 2018 by County Council, the Land upon which the Project is located is included in the Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties.

Section 3.3. Diligent Completion. The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable.

ARTICLE IV
PAYMENTS IN LIEU OF TAXES

Section 4.1. Special Source Revenue Credit. The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a Special Source Revenue Credit, in reimbursement of investment in Qualifying Infrastructure Costs as described below, to be applied to its annual Payment in Lieu of Tax equal to an amount equal to the Payment in Lieu of Tax due minus the Net Payment in Lieu of Tax.
(a) The Special Source Revenue Credit shall be effective starting with the first property tax year following execution of this SSRC Agreement and, so long as the Sponsor meets the Project Commitment within the Investment Period, shall remain effective for the entire Term. For purposes of this SSRC Agreement, “Qualifying Infrastructure Costs” shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate in connection with the Project, and any other such similar or like expenditures authorized by the Code.

(b) In order to receive the Special Source Revenue Credit the Sponsor agrees to waive the tax exemptions that otherwise may be applicable to the Project, including the exemptions allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina, and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(c) If for any reason the Payment in Lieu of Tax to be made with respect to any year is less than the Net Payment in Lieu of Tax, thus resulting in an SSRC that is a negative number, and if a court of competent jurisdiction holds or determines that a negative SSRC is not permitted under the Multi-County Park Act or Infrastructure Credit Act, the Sponsor shall not be entitled to receive the SSRC with respect to such year and shall make an additional payment to the County that is equal to the difference between the Net Payment in Lieu of Tax and the Payment in Lieu of Tax of that given year. Any payment made under the foregoing sentence shall be due at the time the corresponding Payment in Lieu of Tax is due and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25, Code of Law of South Carolina 1976, as amended.

Section 4.2. Failure to Achieve Minimum Investment Requirement. If the Sponsor fails to make $1,400,000 of investment in the Project by December 31, 2023, the SSRC Agreement shall terminate and the Sponsor shall owe the County a retroactive tax payment in an amount equal to the difference between ad valorem property taxes on the Real Property and the Equipment subject to Payments in Lieu of Taxes under this SSRC Agreement computed as if this SSRC Agreement had not been in effect for such retroactive period and the Net Payments in Lieu of Tax actually made under this SSRC Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code (hereinafter “Retroactive Tax Payment”).

Section 4.3. Net Payment in Lieu of Tax on Replacement Property. If the Sponsor elects to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, the Net Payment in Lieu of Tax shall apply to such Replacement Property in accordance with the SSRC Agreement provided as follows:

(a) Replacement Property does not have to serve the same function as the property it is replacing. Replacement Property is deemed to replace the oldest property, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. More than one piece of Replacement Property can replace a single piece of disposed of property. Replacement Property is entitled to treatment under the SSRC Agreement for the period of time remaining during the SSRC Term for the property which it is replacing.

Section 4.4. Reductions in Net Payment in Lieu of Tax Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the Net Payment in Lieu of Tax with
regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project.

Section 4.5. Place and Allocation of Net Payment in Lieu of Tax. The Sponsor shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6. Removal of Equipment. The Sponsor shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this SSRC Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Sponsor, in their sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof. To the extent that the Special Source Revenue Credit is used as payment for personal property, including machinery and equipment, and the Removed Component is removed from the Project at any time during the life of the Payment in Lieu of Tax for said Removed Component, the amount of the Payment in Lieu of Tax on the Removed Component for the year in which the Removed Component was removed from the Project also shall be due for the two years immediately following the removal. To the extent that any Special Source Revenue 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. Notwithstanding the foregoing, if the Removed Component is removed from the Project but is replaced with qualifying Replacement Property, then the Removed Component will not be considered to have been removed from the property.

Section 4.7. Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate this SSRC Agreement; provided, however, that (i) if there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this SSRC Agreement, and (ii) the Sponsor has not met the Project Commitment at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Project Commitment within the time period required under this SSRC Agreement, it shall owe no Retroactive Tax Payment.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this SSRC Agreement, the Sponsor may in its sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof.

(c) Election to Remove. In the event the Sponsor elects not to terminate this SSRC Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.8. Condemnation.
(a) **Complete Taking.** If at any time during the SSRC Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this SSRC Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) **Partial Taking.** In the event of a partial taking of the Project or transfer in lieu thereof, the Sponsor may elect: (i) to terminate this SSRC Agreement; provided, however, that if the Sponsor has not met the Project Commitment at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Project Commitment within the Investment Period, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

**Section 4.9. Merger of Sponsor with Related Party.** The County agrees that, without again obtaining the approval of the County, the Sponsor may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor and the merged entity assumes all duties and liabilities of the Sponsor set forth in this SSRC Agreement.

**Section 4.10. Indemnification Covenants.**

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, 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 SSRC Agreement, performance of the County’s obligations under this SSRC Agreement or the administration of its duties pursuant to this SSRC Agreement, or otherwise by virtue of the County having entered into this SSRC Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its 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 County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor 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 Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County 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 SSRC Agreement, performance of the County’s obligations under this SSRC Agreement, or the administration of its duties under this SSRC Agreement, or otherwise by virtue of the County having entered into this SSRC Agreement.
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 Sponsor 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 Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.11. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Sponsor utilizes confidential and proprietary “state-of-the-art” trade equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor’s operations would result in substantial harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this SSRC Agreement as confidential information (“Confidential Information”). Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by law and pursuant to the County’s police powers and except as deemed reasonably necessary by the County in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such Confidential Information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12. Records and Reports. The Sponsor agrees to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and its computations of all Payments in Lieu of Taxes made hereunder and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to Payments in Lieu of Taxes (collectively, “Filings”).

Notwithstanding any other provision of this Section 4.12, the Sponsor may designate as Confidential Information any Filings delivered to the County segments thereof that the Sponsor believes contain proprietary, confidential, or trade secret matters. The County shall conform, to the extent permitted by law, with all reasonable, written requests made by the Sponsor with respect to maintaining confidentiality of such designated segments.

Section 4.13. Payment of Administrative Expenses. The Sponsor will reimburse the County from time to time for its Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County including a general statement of the amount and nature of the Administration Expense and requesting the payment of the same. The payment by the
Sponsor of the County’s Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice.

Section 4.14. **Collection and Enforcement Rights of County.** The parties acknowledge that the County’s right to receive Net Payments in Lieu of Tax hereunder shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of *ad valorem* property taxes and, for purposes of this application, Net Payments in Lieu of Tax due hereunder shall be considered a property tax.

Section 4.15. **Assignment and Subletting.** This SSRC Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor; provided, however, that in connection with any assignment or total subleasing by the Sponsor in which the Sponsor requests the release of the Sponsor from this SSRC Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent, and to the extent any required or further consent is requested, the County may do so by passage of a Resolution.

Section 4.16. **County’s Estoppel Certificates for Sponsor’s Financing Transactions.** The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor, any estoppel certificates, acknowledgements or other documents certifying, to the County Administrator’s knowledge, the full force and effect of this SSRC Agreement and the absence of any default hereunder and acknowledging the continuing validity of this SSRC Agreement after its transfer required in any financing related transfers, as may be reasonably requested by the Sponsor or any lender of the Sponsor from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor.

Section 4.17. **Sponsor’s Continuing Obligations After Termination by Sponsor.** In the event the Sponsor terminates this SSRC Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.10, the payment of outstanding Administrative Expenses under Section 4.13, and any outstanding Net Payments in Lieu of Tax under Article IV or retroactive payments required under this SSRC Agreement.

Section 4.18. **Events of Default.** The following shall be “Events of Default” under this SSRC Agreement, and the term “Events of Default” shall mean, whenever used with reference to this SSRC Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsor to make, upon levy, the Net Payments in Lieu of Tax; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or

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

Section 4.19. **Remedies on Default.** Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) day cure period the County shall grant to the Sponsor (which cure period shall not be applicable in the case of failure to make the payments in lieu of taxes due under this SSRC Agreement), may take any one or more of the following remedial actions:

(a) Terminate the SSRC Agreement; or
(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Sponsor under this SSRC Agreement.

Section 4.20. Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this SSRC Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Sponsor is not competent to waive.

Section 4.21. Decommissioning the Project. The Sponsor shall obtain a bond listing the County as obligee in an amount sufficient to ensure performance of Sponsor’s Decommissioning obligations upon abandonment, termination of the lease governing the Land, or other termination of the Project by the Sponsor, and taking into consideration the salvage value of the Equipment. The obligations arising under this Section survive termination of this SSRC Agreement.

ARTICLE V
MISCELLANEOUS

Section 5.1. Notices. Any notice, election, demand, request or other communication to be provided under this SSRC Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Anderson County, South Carolina
Attn: Anderson County Administrator
101 S Main St.
Anderson, SC 29624

WITH COPIES TO: Leon Harmon
Anderson County Attorney
101 S Main St.
Anderson, SC 29624

James K. Price
Nexsen Pruet, LLC
55 E. Camperdown Way, Suite 400
Greenville, SC 29601
(864) 282-1164
Section 5.2. Binding Effect. This SSRC Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Sponsor and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any party of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this SSRC Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3. Counterparts. This SSRC Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4. Governing Law. This SSRC Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 5.5. Headings. The headings of the articles and sections of this SSRC Agreement are inserted for convenience only and shall not be deemed to constitute a part of this SSRC Agreement.

Section 5.6. Amendments. The provisions of this SSRC Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

Section 5.7. Further Assurance. From time to time the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request to effectuate the purposes of this SSRC Agreement.

Section 5.8. Severability. If any provision of this SSRC Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Sponsor the strongest inducement possible to locate the Project in the County.

Section 5.9. Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS SSRC AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS
SSRC AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10. Force Majeure. Except for payments in lieu of taxes under this SSRC Agreement the due dates of which are statutorily mandated, the Sponsor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, acts or regulations, war or national emergency, or acts of God.

Section 5.11. Execution Disclaimer. Notwithstanding any other provisions, the County is executing this SSRC Agreement as a statutory accommodation to assist the Sponsor in achieving the intended benefits and purposes of the Multi-County Park Act and Infrastructure Credit Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this SSRC Agreement in reliance upon representations by the Sponsor that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

[Signature page follows]
IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this SSRC Agreement to be executed in its name and behalf by its Chairman and to be attested by the County Manager; and the Sponsor has caused this SSRC Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By: ____________________________
   Tommy Dunn, Chairman
   Anderson County Council

ATTEST:

______________________________
Lacey Croegaert
Anderson County Clerk to Council

SPONSOR:

PELZER SOLAR I, LLC

By: Paul Fleury
Its: Manager
Exhibit A

Description of Real Estate

A portion of that certain piece, parcel, or tract of land, with all improvements thereon, situate lying or being in the County of Anderson, State of South Carolina, bearing Tax Map Number 219-00-04-008.
SPECIAL SOURCE REVENUE CREDIT AGREEMENT

BETWEEN

ACE SOLAR, LLC as SPONSOR

AND

ANDERSON COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _____________, 2018
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SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT ("SSRC Agreement") is entered into, effective, as of ____________, 2018, between Anderson County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting through the Anderson County Council ("County Council") as the governing body of the County, and Ace Solar, LLC, a limited liability company organized and existing under the laws of the State of South Carolina ("Sponsor"), previously identified as Project Avocado.

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 (the "Multi-County Park Act"), Title 4, Chapter 29, Section 69 and Title 12, Chapter 44, Section 70 (collectively, the "Infrastructure Credit Act") of the Code of Laws of South Carolina 1976, as amended (the "Code"); to enter into agreements with certain entities to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced credits against Payments in Lieu of Taxes to such investors;

WHEREAS, the Sponsor is a wholly owned subsidiary of Soltage, LLC, a [______________];

WHEREAS, the Sponsor proposes to develop, install or operate, as applicable solar power generating facilities located at a leased site situated at tax map parcel 215-00-07-006 (the "Land") in Anderson County, South Carolina (the "Project");

WHEREAS, the Project will involve an investment which, but for this SSRC Agreement, would have a value for ad valorem taxation purposes, of not less than $1,400,000 within the time period required under the Act ("Project Commitment");

WHEREAS, the County has determined that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, the County Council adopted an Inducement Resolution on May 15, 2018, (the "Resolution"), wherein the County Council, as an inducement to the Sponsor to develop the Project, committed the County to enter into, and authorized the County Administrator, County Attorney and the Executive Director of the Anderson County Economic Development Commission to negotiate with the Sponsor the terms of, this SSRC Agreement;

WHEREAS, the County Council adopted an ordinance on _________________ (the "SSRC Ordinance"), as an inducement to the Sponsor to develop the Project and at the Sponsor’s request, the County Council authorized the County to enter into this SSRC Agreement with the Sponsor subject to the terms and conditions hereof;
WHEREAS, for the purposes set forth above, based solely on information provided by the Sponsor to the County, the County has determined that it is in the best interests of the County to enter into this SSRC Agreement with the Sponsor subject to the terms and conditions herein set forth.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I
PROJECT OVERVIEW

Section 1.1. Rules of Construction; Defined Terms. In addition to the words and terms elsewhere defined in this SSRC Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

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

“Administrative Expenses” shall mean the reasonable and necessary expenses, including attorneys’ fees, incurred by the County with respect to the Project and this SSRC Agreement.

“Authorized Sponsor Representative” shall mean any person designated from time to time to act on behalf on the Sponsor as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Sponsor by its Manager, its President, one of its vice presidents, its general counsel, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Sponsor Representatives to act for the Sponsor with respect to different sections of this SSRC Agreement.

“Chairman” shall mean the Chairman of the County Council of Anderson County, South Carolina.

“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.


“Commencement Date” shall mean the last day of the property tax year during which the Project Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor execute this SSRC Agreement.

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

“County Administrator” shall mean the person appointed by the County Council to act as county administrator of the County at any one time during the term of this SSRC Agreement, or in the event that the form of government of the County changes from that which is in place at the time of the execution of
this SSRC Agreement, the person who is authorized to perform the managerial and/or administrative duties presently assigned to the County Administrator.

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

“Decommissioning” shall mean the removal and proper disposal of all Equipment, stabilization and rehabilitation of the Land, and restoration of the Land to its original state.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value of the items which constitute a part of the Phase which may be caused by (i) the Sponsor’s removal of equipment pursuant to Section 4.6 of this SSRC Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this SSRC Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this SSRC Agreement.

“Equipment” shall mean all of the equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such equipment and fixtures become a part of the Project under this SSRC Agreement.

“Event of Default” shall mean any Event of Default specified in Section 4.14 of this SSRC Agreement.

“Infrastructure Credit Act” shall mean Title 4, Chapter 29, Section 69 and Title 12, Chapter 44, Section 70 of the Code, as amended through the date hereof.

“Investment Period” shall mean the period commencing in 2018 and ending on the last day of the fifth property tax year following the earlier of the property tax year in which Equipment, Structure, or Project Property is placed in service or the property tax year in which this SSRC Agreement is executed; provided a later date may be agreed to by the Sponsor and County.

“Land” shall mean the real estate upon which the Project is to be located, as described on Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof.

“Multi-County Park” shall mean that multi-county industrial/business park established pursuant to a qualifying agreement with Greenville County, dated November 16, 2010, and any amendments there to (the “Multi County Park Agreement”).

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“Net Payment in Lieu of Tax” shall mean a total annual payment of $3,200 for the SSRC Term, subject to the following: It is anticipated that the first Net Payment in Lieu of Tax due hereunder shall be the payment for property tax year 2019, due and payable to the County on or before January 15, 2020. Provided, the Net Payment in Lieu of Tax shall be increased in any year in which the total power generation capacity of the Project exceeds two megawatts of AC power, in proportion to the excess. For example, and by way of example only, if the total power generation capacity of the Project as of the last day of the 2022 tax year is 125% of two megawatts of AC power, then the Net Payment in Lieu of Tax for such year shall be increased by 25%. The Sponsor shall provide the County Administrator and Finance Director with report(s) (including third party reports, if applicable) not less frequently than annually, at the end of the calendar year, or any time the power generation capacity of the Project is increased, providing conclusive
evidence of the then-current power generation capacity of the Project and the actual maximum power production of the Project since the last such report.

“Payments in Lieu of Tax” shall mean the annual payments in lieu of taxes applicable to any Equipment, Structure, and Project Property determined to be within the Project in accordance with Article VIII, Section 13(D) of the South Carolina Constitution.

“Phase” or “Phases” in respect of the Project shall mean the Structure and Equipment placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day thirty (30) years after each such Phase of the Project becomes subject to the terms of this SSRC Agreement with an option to extend the term for a further ten (10) years.

“Project” shall mean the Structure and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

“Project Commitment” shall have the meaning set forth in the recitals to this SSRC Agreement.

“Project Property” shall mean all items of real and tangible personal property comprising the Project which become subject to this SSRC Agreement, and which are identified by the Sponsor in connection with its appropriate annual filing with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Project Property shall at all times remain vested in the Sponsor.

“Qualifying Infrastructure Costs” shall have the meaning set forth in Section 4.1 of this SSRC Agreement.

“Real Property” shall mean the Land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this SSRC Agreement, all improvements now or hereafter situated thereon and all fixtures now or hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this SSRC Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component under Section 4.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment.

“Special Source Revenue Credit” shall mean the Special Source Revenue Credit described in Section 4.1 hereof.

“Sponsor” shall mean Ace Solar, LLC, a South Carolina limited liability company duly qualified to transact business in the State of South Carolina and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

“SSRC Agreement” shall mean this Special Source Revenue Credit Agreement.
“SSRC Term” or “Term” shall mean the period from the date of delivery of this SSRC Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this SSRC Agreement.

“State” shall mean the State of South Carolina.

“Structure” shall mean the structures and other improvements to be constructed or installed upon the Real Property as part of the implementation of the Project.

“Substantial Energy Generation” shall mean generation of at least 50% of energy capacity at the Project.

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

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations of the County. The County hereby represents and warrants to the Sponsor as follows:

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

(b) By proper action of the County Council, the County has duly authorized the execution and delivery of this SSRC Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(c) This SSRC Agreement has been duly executed and delivered on behalf of the County.

(d) The County agrees to use its best efforts to cause the Land to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included with the boundaries of the Multi-County Park or another multi-county park in order that the maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

(e) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this SSRC Agreement or which could, in any way, adversely affect the validity or enforceability of this SSRC Agreement.

Section 2.2. Representations of the Sponsor. The Sponsor hereby represents and warrants to the County as follows:
(a) The Sponsor is duly organized and in good standing under the laws of the State of South Carolina, has power to enter into this SSRC Agreement, and by proper company action has duly authorized the execution and delivery of this SSRC Agreement.

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

(c) The Sponsor intends to develop, install or operate, as applicable solar power generating facilities, to conduct other legal activities and functions with respect thereto, and for such other purposes as the Sponsor may deem appropriate.

(d) The availability of the Special Source Revenue Credits with regard to the Project has induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and commits to achieve its Project Commitment by the end of the Investment Period.

(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

(g) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the incentives granted by this SSRC Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the incentives granted by this SSRC Agreement.

ARTICLE III
THE PROJECT

Section 3.1. The Project. The Sponsor has acquired and/or installed since the Commencement Date or made plans for the acquisition and/or installation of certain Equipment on the Land which comprises the Project.

Section 3.2. The Park. Pursuant to Ordinance No. 2018-044 enacted October 16, 2018 by County Council, the Land upon which the Project is located is included in the Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties.

Section 3.3. Diligent Completion. The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable.

ARTICLE IV
PAYMENTS IN LIEU OF TAXES

Section 4.1. Special Source Revenue Credit. The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a Special Source Revenue Credit, in reimbursement of investment in Qualifying Infrastructure Costs as described below, to be applied to its annual Payment in Lieu of Tax equal to an amount equal to the Payment in Lieu of Tax due minus the Net Payment in Lieu of Tax.
(a) The Special Source Revenue Credit shall be effective starting with the first property tax year following execution of this SSRC Agreement and, so long as the Sponsor meets the Project Commitment within the Investment Period, shall remain effective for the entire Term. For purposes of this SSRC Agreement, "Qualifying Infrastructure Costs" shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate in connection with the Project, and any other such similar or like expenditures authorized by the Code.

(b) In order to receive the Special Source Revenue Credit the Sponsor agrees to waive the tax exemptions that otherwise may be applicable to the Project, including the exemptions allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina, and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(c) If for any reason the Payment in Lieu of Tax to be made with respect to any year is less than the Net Payment in Lieu of Tax, thus resulting in an SSRC that is a negative number, and if a court of competent jurisdiction holds or determines that a negative SSRC is not permitted under the Multi-County Park Act or Infrastructure Credit Act, the Sponsor shall not be entitled to receive the SSRC with respect to such year and shall make an additional payment to the County that is equal to the difference between the Net Payment in Lieu of Tax and the Payment in Lieu of Tax of that given year. Any payment made under the foregoing sentence shall be due at the time the corresponding Payment in Lieu of Tax is due and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25, Code of Law of South Carolina 1976, as amended.

Section 4.2. Failure to Achieve Minimum Investment Requirement. If the Sponsor fails to make $1,400,000 of investment in the Project by December 31, 2023, the SSRC Agreement shall terminate and the Sponsor shall owe the County a retroactive tax payment in an amount equal to the difference between ad valorem property taxes on the Real Property and the Equipment subject to Payments in Lieu of Taxes under this SSRC Agreement computed as if this SSRC Agreement had not been in effect for such retroactive period and the Net Payments in Lieu of Tax actually made under this SSRC Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code (hereinafter "Retroactive Tax Payment").

Section 4.3. Net Payment in Lieu of Tax on Replacement Property. If the Sponsor elects to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, the Net Payment in Lieu of Tax shall apply to such Replacement Property in accordance with the SSRC Agreement provided as follows:

(a) Replacement Property does not have to serve the same function as the property it is replacing. Replacement Property is deemed to replace the oldest property, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. More than one piece of Replacement Property can replace a single piece of disposed of property. Replacement Property is entitled to treatment under the SSRC Agreement for the period of time remaining during the SSRC Term for the property which it is replacing.

Section 4.4. Reductions in Net Payment in Lieu of Tax Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the Net Payment in Lieu of Tax with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project.
Section 4.5. Place and Allocation of Net Payment in Lieu of Tax. The Sponsor shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6. Removal of Equipment. The Sponsor shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the “Removed Components”) shall no longer be considered a part of the Project and shall no longer be subject to the terms of this SSRC Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Sponsor, in their sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof. To the extent that the Special Source Revenue Credit is used as payment for personal property, including machinery and equipment, and the Removed Component is removed from the Project at any time during the life of the Payment in Lieu of Tax for said Removed Component, the amount of the Payment in Lieu of Tax on the Removed Component for the year in which the Removed Component was removed from the Project also shall be due for the two years immediately following the removal. To the extent that any Special Source Revenue 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. Notwithstanding the foregoing, if the Removed Component is removed from the Project but is replaced with qualifying Replacement Property, then the Removed Component will not be considered to have been removed from the property.

Section 4.7. Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate this SSRC Agreement; provided, however, that (i) if there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this SSRC Agreement, and (ii) the Sponsor has not met the Project Commitment at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Project Commitment within the time period required under this SSRC Agreement, it shall owe no Retroactive Tax Payment.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this SSRC Agreement, the Sponsor may in its sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof.

(c) Election to Remove. In the event the Sponsor elects not to terminate this SSRC Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.8. Condemnation.

(a) Complete Taking. If at any time during the SSRC Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued
occupancy of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this SSRC Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or transfer in lieu thereof, the Sponsor may elect: (i) to terminate this SSRC Agreement; provided, however, that if the Sponsor has not met the Project Commitment at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Project Commitment within the Investment Period, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9. Merger of Sponsor with Related Party. The County agrees that, without again obtaining the approval of the County, the Sponsor may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor and the merged entity assumes all duties and liabilities of the Sponsor set forth in this SSRC Agreement.

Section 4.10. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, 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 SSRC Agreement, performance of the County’s obligations under this SSRC Agreement or the administration of its duties pursuant to this SSRC Agreement, or otherwise by virtue of the County having entered into this SSRC Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its 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 County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor 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 Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County 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 SSRC Agreement, performance of the County’s obligations under this SSRC Agreement, or the administration of its duties under this SSRC Agreement, or otherwise by virtue of the County having entered into this SSRC 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 Sponsor with prompt notice, reasonable under the
Section 4.11. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Sponsor utilizes confidential and proprietary “state-of-the-art” trade equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor’s operations would result in substantial harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this SSRC Agreement as confidential information (“Confidential Information”). Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by law and pursuant to the County’s police powers and except as deemed reasonably necessary by the County in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such Confidential Information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12. Records and Reports. The Sponsor agrees to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and its computations of all Payments in Lieu of Taxes made hereunder and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to Payments in Lieu of Taxes (collectively, “Filings”).

Notwithstanding any other provision of this Section 4.12, the Sponsor may designate as Confidential Information any Filings delivered to the County segments thereof that the Sponsor believes contain proprietary, confidential, or trade secret matters. The County shall conform, to the extent permitted by law, with all reasonable, written requests made by the Sponsor with respect to maintaining confidentiality of such designated segments.

Section 4.13. Payment of Administrative Expenses. The Sponsor will reimburse the County from time to time for its Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County including a general statement of the amount and nature of the Administration Expense and requesting the payment of the same. The payment by the Sponsor of the County’s Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice.

Section 4.14. Collection and Enforcement Rights of County. The parties acknowledge that the County’s right to receive Net Payments in Lieu of Tax hereunder shall be the same as its rights conferred
under Title 12 of the Code relating to the collection and enforcement of *ad valorem* property taxes and, for purposes of this application, Net Payments in Lieu of Tax due hereunder shall be considered a property tax.

**Section 4.15. Assignment and Subletting.** This SSRC Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor; provided, however, that in connection with any assignment or total subleasing by the Sponsor in which the Sponsor requests the release of the Sponsor from this SSRC Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent, and to the extent any required or further consent is requested, the County may do so by passage of a Resolution.

**Section 4.16. County’s Estoppel Certificates for Sponsor’s Financing Transactions.** The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor, any estoppel certificates, acknowledgements or other documents certifying, to the County Administrator’s knowledge, the full force and effect of this SSRC Agreement and the absence of any default hereunder and acknowledging the continuing validity of this SSRC Agreement after its transfer required in any financing related transfers, as may be reasonably requested by the Sponsor or any lender of the Sponsor from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor.

**Section 4.17. Sponsor’s Continuing Obligations After Termination by Sponsor.** In the event the Sponsor terminates this SSRC Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.10, the payment of outstanding Administrative Expenses under Section 4.13, and any outstanding Net Payments in Lieu of Tax under Article IV or retroactive payments required under this SSRC Agreement.

**Section 4.18. Events of Default.** The following shall be “Events of Default” under this SSRC Agreement, and the term “Events of Default” shall mean, whenever used with reference to this SSRC Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsor to make, upon levy, the Net Payments in Lieu of Tax; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or

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

**Section 4.19. Remedies on Default.** Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) day cure period the County shall grant to the Sponsor (which cure period shall not be applicable in the case of failure to make the payments in lieu of taxes due under this SSRC Agreement), may take any one or more of the following remedial actions:

(a) Terminate the SSRC Agreement; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Sponsor under this SSRC Agreement.
Section 4.20. Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this SSRC Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Sponsor is not competent to waive.

Section 4.21. Decommissioning the Project. The Sponsor shall obtain a bond listing the County as obligee in an amount sufficient to ensure performance of Sponsor’s Decommissioning obligations upon abandonment, termination of the lease governing the Land, or other termination of the Project by the Sponsor, and taking into consideration the salvage value of the Equipment. The obligations arising under this Section survive termination of this SSRC Agreement.

ARTICLE V
MISCELLANEOUS

Section 5.1. Notices. Any notice, election, demand, request or other communication to be provided under this SSRC Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Anderson County, South Carolina
Attn: Anderson County Administrator
101 S Main St.
Anderson, SC 29624

WITH COPIES TO: Leon Harmon
Anderson County Attorney
101 S Main St.
Anderson, SC 29624

James K. Price
Nexsen Pruet, LLC
55 E. Camperdown Way, Suite 400
Greenville, SC 29601
(864) 282-1164
Section 5.2. Binding Effect. This SSRC Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Sponsor and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any party of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this SSRC Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3. Counterparts. This SSRC Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4. Governing Law. This SSRC Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 5.5. Headings. The headings of the articles and sections of this SSRC Agreement are inserted for convenience only and shall not be deemed to constitute a part of this SSRC Agreement.

Section 5.6. Amendments. The provisions of this SSRC Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

Section 5.7. Further Assurance. From time to time the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request to effectuate the purposes of this SSRC Agreement.

Section 5.8. Severability. If any provision of this SSRC Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Sponsor the strongest inducement possible to locate the Project in the County.

Section 5.9. Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS SSRC AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS SSRC AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO
CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY
CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10. Force Majeure. Except for payments in lieu of taxes under this SSRC Agreement the
due dates of which are statutorily mandated, the Sponsor shall not be responsible for any delays or non-
performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire,
floods, inability to obtain materials, conditions arising from government orders, acts or regulations, war or
national emergency, or acts of God.

Section 5.11. Execution Disclaimer. Notwithstanding any other provisions, the County is executing
this SSRC Agreement as a statutory accommodation to assist the Sponsor in achieving the intended benefits
and purposes of the Multi-County Park Act and Infrastructure Credit Act. The County has made no
independent legal or factual investigation regarding the particulars of this transaction and it executes this
SSRC Agreement in reliance upon representations by the Sponsor that this document complies with all laws
and regulations, particularly those pertinent to industrial development projects in South Carolina.

[Signature page follows]
IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this SSRC Agreement to be executed in its name and behalf by its Chairman and to be attested by the County Manager; and the Sponsor has caused this SSRC Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By: ____________________________

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

______________________________
Lacey Croegaert
Anderson County Clerk to Council

SPONSOR:

ACE SOLAR, LLC

By: Paul Fleury
Its: Manager
Exhibit A

Description of Real Estate

A portion of that certain piece, parcel, or tract of land, with all improvements thereon, situate lying or being in the County of Anderson, State of South Carolina, bearing Tax Map Number 215-00-07-006.
Resolution No. R2018−058

A RESOLUTION ADOPTING THE FY 2018-2019 ROAD IMPROVEMENT PLAN FOR ANDERSON COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County Council wishes to adopt a priority list of road improvements for the 2018-2019 fiscal year;

WHEREAS, Anderson County Council desires that several techniques and treatments be utilized to efficiently preserve as many roads as possible with the available funding, including but not limited to, full depth patching, full depth reclamation, single treatment, fog seal, resurfacing, crack seal, and cold in place recycling; and

WHEREAS, Anderson County Council intends for County Staff to use this priority list to solicit bids;

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

1. Anderson County, acting by and through its County Council, hereby adopts the Road Improvement Plan Priority List, as presented in Exhibit A.

2. Anderson County authorizes $1,743,454.07 from the combined District Paving accounts to be used for completing the adopted paving list, presented in priority order.

3. Anderson County Council authorizes County staff to solicit competitive bids for road work at their earliest opportunity.

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

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

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

RESOLVED in meeting duly assembled this 6th day of November 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
### Recommended Paving List and Estimated Cost for FY 2018-2019

Scope of work Legend:

- FDP = Full Depth Patching
- FDR = Full Depth Reclamation
- ST = Single Treat
- FS = Fog Seal
- Pave = Resurface with Asphalt
- CS = Crack Seal
- CIPR = Cold in Place Recycle

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<tr>
<th>Council District</th>
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**ESTIMATED TOTAL** $ 1,976,214
A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF PELZER FOR ANDERSON COUNTY TO PROVIDE CERTAIN SERVICES WITHIN TOWN LIMITS WHICH THE COUNTY PRESENTLY PROVIDES TO UNINCORPORATED AREAS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Town of Pelzer has requested that Anderson County provide certain services within the Town limits;

WHEREAS, the Town of Pelzer has adopted certain sections of the Code of Ordinances, Anderson County, South Carolina as ordinances of the Town;

WHEREAS, an intergovernmental Agreement between Anderson County and the Town of Pelzer has been developed for the provision of certain services within the Town limits of the Town of Pelzer; and

WHEREAS, Anderson County provides similar services to other municipalities within Anderson County;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY Anderson County Council in meeting duly assembled that:

1. The Anderson County Council approves the provision of services within the Town of Pelzer as set forth in the Intergovernmental Agreement attached hereto as Exhibit A and further authorizes the County Administrator to sign the Agreement.

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 6th day of November, 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
INTERGOVERNMENTAL AGREEMENT BETWEEN ANDERSON COUNTY AND THE TOWN OF PELZER TO PROVIDE ENFORCEMENT OF ANDERSON COUNTY ORDINANCES WITHIN THE CORPORATE AREA OF THE TOWN OF PELZER.

This agreement, (hereinafter “Agreement”), made and entered into this ___ day of __, 20__ by and between Anderson County, South Carolina (hereinafter “County”), and the Town of Pelzer, South Carolina (hereinafter “Municipality”).

Whereas, the parties to this Agreement are all public agencies and are authorized by state law particularly S.C. Code Section 4-9-40 and Section 5-7-60 to exercise and enjoy the powers, privileges, responsibilities and authority exercised or capable of exercise by a public agency of this State; and,

WHEREAS, Anderson County has a large staff of qualified individuals in departments such as Building and Codes, Development Standards, Environmental Enforcement, and Stormwater; and,

WHEREAS, the Municipality desires to enforce certain ordinances, as adopted by Anderson County Council, in their incorporated area; and,

WHEREAS, the Municipality understands that the Anderson County Ordinance will be adopted in full and will be enforced as described therein; and,

WHEREAS, Anderson County desires to assist the Municipality with enforcement to ensure consistent enforcement of safety and environmental issues in Anderson County; and,

WHEREAS, the Municipality understands that the Anderson County Code of Ordinances is subject to change by vote of Council after three readings; and,

WHEREAS, the Municipality understands that after three readings and affirmative votes, amended County Ordinances will also take effect within the town limits; and,

WHEREAS, ordinances offered for enforcement are attached herein as EXHIBIT A; and,

WHEREAS, the Municipality understands that because the services offered come at an extra operational and personnel cost to the County, the County will collect and retain all fees associated with implementation and enforcement of the Code Sections identified in Exhibit A; and,

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Municipality and the County agree as follows:

1. Authority for County Administration:
   a. Designation of County as Municipality’s Agent: The Municipality hereby designates the County as its limited agent to fulfill and implement the ordinances which the Municipality has adopted through action by their Council.
b. **Authorization to Enact Rules and Regulations:** The Municipality authorizes the County to enact rules and regulations that may affect the jurisdiction of the Municipality, and will be enforced by the County.

c. **Delegation of Authority to County:** The Municipality, to the fullest extent allowable by law, delegates to the County the authority necessary to enforce the ordinances referenced in Exhibit A of this agreement.

d. **Responsibilities of the Municipality:** The Municipality has adopted the chosen Anderson County Ordinances as referenced with no changes or updates specific to the Municipality only. The County will only enforce what has been adopted as County Ordinance.

e. **Changes to Ordinance:** The Municipality understands that County Ordinance is subject to change and will be enforced as written and amended.

2. **Compensation for Services:**
   a. **Monetary Compensation for Services:** In consideration of the County providing services described in Exhibit A of this agreement, the County will collect and retain all fees associated with implementation and enforcement of the Code Sections identified in Exhibit A as if those services were being performed in the unincorporated areas of the County.

3. **Liability for Errors, Acts, or Omissions:**
   a. **Error, Act or Omission by the County:** If a claim arises from the act, omission, or error of the County, the County will be responsible for and address the County’s own damages, liabilities, claims, penalties, expenses and costs, including but not limited to, attorney’s and other professional fees, arising out of the act, omission or error, as it would any other.

   b. **Error, Act or Omission by the Municipality:** If a claim arises from the act, omission, or error of the Municipality, the municipality will be responsible for and address the Municipality’s own damages, liabilities, claims, penalties, expenses and costs, including but not limited to, attorney’s and other professional fees, arising out of the act, omission or error, as it would any other.

4. **Term of Agreement:**
   a. **Written Notice of Termination:** The County or the Municipality may terminate this agreement providing written notice of Termination on or before the thirtieth (30th) day prior to the Date of Termination.
b. **Non-Appropriation of Funds**: This Agreement is subject to the appropriation of funds by the County and the Municipality. In the event that either party fails to appropriate funds to carry out terms of the Agreement, the non-appropriating party will provide written notice of such non-appropriation. The Agreement will be deemed terminated on the thirtieth (30th) day after delivery of notice of non-appropriation.

5. **Breach of Agreement**: Failure of either party to perform any of its covenants or conditions under the Agreement is a breach of the Agreement, and, in the event of breach, the non-breaching party will have the right to any legal remedy provided under the laws of the State of South Carolina.

6. **Notice to County and Municipality**: Unless otherwise specifically provided in this Agreement or by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party to this Agreement shall be in writing and shall be deemed duly served, given, delivered, and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following the deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested addressed to:

   County: Anderson County Public Works  
   Attn: Holt Hopkins, Deputy County Administrator  
   731 Michelin Blvd  
   Anderson, SC 29626  

   Municipality: Town of Pelzer  
   Attn: The Honorable Roger Scott, Mayor  
   P.O. Box 427  
   Pelzer, SC 29669

   Either party may change its address for the purpose of this paragraph by giving notice to the other party in the manner provided in this paragraph.

7. **No Transfer of Agreement**: Neither Party may assign or transfer any interest in this Agreement.

8. **Unavoidable Delay**: Force Majeure: If either party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act will be excused for the period of the delay; and the period for the
performance of any such act will be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section shall excuse Municipality from the prompt payment of any fee or other charge required of Municipality except as may be expressly provided elsewhere in this Agreement.

9. **Severability of Agreement:** In the event any portion of this Agreement is declared invalid or unenforceable, the remaining portions hereof shall remain in full force and effect.

10. **Waivers and Amendments to Agreement:** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

11. **No Waiver of Breach:** No failure by either the County or Municipality to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

12. **Captions:** Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms hereof.

13. **Integrated Agreement:** This Agreement constitutes the entire agreement between the parties and there are no collateral contracts or agreements between the parties relating to the services to be performed hereunder.

14. **Controlling Law:** This Agreement shall be construed and enforced under the laws of the State of South Carolina.

15. **Mandatory Mediation:** In the event a dispute arises between the Parties arising out of, or related in any manner to, this Agreement, the Parties agree to first mediate the dispute within sixty (60) days. The Parties shall agree on a third party neutral to serve as the mediator. In the event they cannot agree, the Parties shall request the American Arbitration Association to appoint a mediator. The mediation shall take place in Anderson, South Carolina. The costs of mediation shall be borne equally by the Parties.

16. **Representation of Authority:** The individuals signing on behalf of the parties represent that they have the authority to execute this Agreement on behalf of the
respective public entity and that this Agreement is not prohibited or restricted by any contract or other legally recognized arrangement applicable to them.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

COUNTY OF ANDERSON

BY:____________________
   Rusty Burns

Its: County Administrator

TOWN OF PELZER

BY:____________________
   Roger Scott

Its: Mayor

RESOLUTION NO. R2018-060

A RESOLUTION IN SUPPORT OF CLEMSON UNIVERSITY’S ACQUISITION OF REAL PROPERTY IN ANDERSON COUNTY FOR LEGAL ACCESS TO A PORTION OF THE CLEMSON EXPERIMENTAL FOREST THAT DOES NOT PRESENTLY EXIST TO ENHANCE THE UNIVERSITY’S PROGRAMS FOR RESEARCH, TEACHING, EDUCATION, DEMONSTRATION ACTIVITIES, AND THE COMMUNITY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Clemson University presently owns the Clemson Experimental Forest (CEF);

WHEREAS, Clemson University proposes to acquire approximately twenty (20) acres in Anderson County adjacent to the University’s G.H. Aull Natural Area of the CEF;

WHEREAS, the proposed acquisition of real property consists of two (2) tax maps parcels delineated as TMS parcels 041-00-04-004 and 041-00-04-005 located on the former Milliken property off Dalton Road in Pendleton, South Carolina;

WHEREAS, acquisition of these parcels would provide legal access to a portion of the CEF which currently does not exist and would enhance the University’s programs for teaching, research, education, demonstration activities, and the community;

WHEREAS, the property would become tax exempt upon acquisition;

WHEREAS, in addition to the educational benefits, the University plans to incorporate a trailhead at the location of the parcels which would provide recreational benefits and opportunities to the community and potentially connect greenways being planned by the Town of Pendleton; and

WHEREAS, Clemson University has requested a letter of support from Anderson County for acquisition of the subject parcels.

NOW, THEREFORE, IT IS HEREBY RESOLVED Anderson County Council in meeting duly assembled that:

1. The Anderson County Council hereby supports the proposed acquisition of two (2) parcels of real property consisting of a total of approximately 20 acres having County TMS numbers 041-00-04-004 and 041-00-04-005, located adjacent to the G.H. Aull Natural Area of the Clemson Experimental Forest and further directs the County Administrator to send a letter of support for this acquisition to Clemson University.

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 6th day of November, 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
October 26, 2018

Mr. W. Russell Burns
Anderson County Administrator
101 South Main Street
Anderson, South Carolina 29624
SENT VIA EMAIL: rburns@andersoncountysc.org

RE: Clemson University Acquisition in Anderson County

Dear Mr. Burns,

The Clemson University Board of Trustees has approved the acquisition of approximately 20 acres in Anderson County adjoining the University’s GH Aull Natural Area of the Clemson Experimental Forest (CEF). Following state guidelines, we must obtain a letter of support from the County Council before completing the project and declaring the property tax exempt.

The subject property, is a portion of two tax map numbers delineated as Anderson County Parcels 41-00-04-004 and 41-00-04-005, and is located on the former Milliken Property off Dalton Drive in Pendleton. For the 2018 tax year, the total tax amount for both parcels was $369.77. Acquisition of the 20 acres is extremely important to the University as it will provide legal access to a portion of the CEF which currently does not exist. More importantly, acquisition would open a significant natural resource area of the CEF that has never been harvested or farmed making it an area of extreme interest to University programs for research, teaching, education, demonstration activities and the community.

In addition to the educational benefits this property would bring, the University plans to incorporate a trailhead at this location which would provide recreational benefits and opportunities to the community and potentially connect greenways which are currently being planned by the Town of Pendleton. Enclosed please find a map of the property, survey, and property information from Anderson County.

I respectfully request a letter of support for the subject property, and would appreciate receiving it by November 15, 2018. If I can provide any additional information, please do not hesitate to contact me at (864) 283-7107 or via email at haselde@clemson.edu

Thank you in advance for your consideration and attention regarding this matter.

Kindest regards,

Laura H. Stoner
Director

Enclosure
Enclosures
General Location Map of Property
### Property Record Detail

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Legal Disclaimer - HELP - Privacy Disclaimer

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https://acpass.andersoncountysc.org/asrdetail1.cgi?mapno=0041000400400000
Main=>Property Tax=> Property Tax Search=>Select Record=>Record Detail

**RPC Tax Inquiry**

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**Description**

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**Payment History**

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<tr>
<th>Charges</th>
<th>Payments</th>
<th>Refunds</th>
<th>Paid Date</th>
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Please Make Check Payable to: Anderson County Treasurer, P.O. Box 8002, Anderson SC 29622

---

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## Property Record Detail

<table>
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<tr>
<th>TAXMAP NO.</th>
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### Owner Information

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<th>Name</th>
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<tr>
<td>PACOLET GROVE HOLDINGS LLC</td>
<td>PACOLET GROVE INVESTMENTS LLC</td>
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<table>
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<tr>
<td>PO BOX 399</td>
<td>6004 HWY 24</td>
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<table>
<thead>
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<td>TOWNVILLE SC</td>
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### Property Information

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https://acpass.andersoncountysc.org/asrmain.cgi
Main=>Property Tax=> Property Tax Search=>Select Record=Record Detail

![RPC Tax Inquiry](image)

**Account Number:** 2018 000833188  
**TMS#:** 041-00-04-005  
**Owner#:**  
**PIN#:**

**Owner Address**
- **Name:** PACOLET GROVE HOLDINGS LLC  
- **Address:** PO BOX 399  
- **City:** SANDY SPRINGS  
- **State:** SC  
- **Zip:** 29677-0000  
- **Transaction Date:** 10/01/2018  
- **District:** 44  
- **Levy:** City: 12700  
- **County:** 31850  
- **Assessment:** 580

**Description:** TR 5 HWY 75 128.04 AC

**Payment History**

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**Please Make Check Payable to:** Anderson County Treasurer, P.O. Box 8002, Anderson SC 29622

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COPYRIGHT 2002, ANDERSON COUNTY SC
Ms. Laura H. Stoner  
Director of Land & Capital Asset Stewardship  
5 Research Drive  
Greenville, SC  29607  

RE: Support for Acquisition in Anderson County  

Dear Ms. Stoner,  

I am happy to learn that Clemson University is working to acquire approximately 20 acres adjoining the GH Aull Natural Area of the Clemson Experimental Forest in Anderson County.  

On behalf of Anderson County, our representatives, residents, and visitors, we look forward to the University’s acquisition of the property, expanding the footprint of the Clemson Experimental Forest, and making that area of the Forest more accessible to the students, faculty, and staff of the University, as well as the community for recreational purposes.  

Sincerely,  

W. Russell Burns  
County Administrator
RESOLUTION NO. 2018-061

A RESOLUTION AUTHORIZING, UNDER CERTAIN CONDITIONS, THE EXECUTION AND DELIVERY BY ANDERSON COUNTY, SOUTH CAROLINA OF A FEE IN LIEU OF TAXES AGREEMENT WITH PROJECT TRIO WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WOULD BE PROVIDED CERTAIN SPECIAL SOURCE CREDITS AGAINST FEE PAYMENTS; AND RELATED MATTERS

WHEREAS, Anderson County, South Carolina (the “County”), acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended (the “FILOT Statute”), to enter into agreements with any qualifying industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; through which powers the 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;

WHEREAS, the County is recruiting an investment in the County by Project Trio (the “Company”), for the expansion of and improvements to a manufacturing facility (the “Facility”) located in the County (the “Project”), which Facility is currently subject to a negotiated fee in lieu of tax agreement (the “Agreement”);

WHEREAS, the Company desires to add additional land, building, machinery, equipment and personal property to the Agreement by amendment to the Agreement (the “Amended Agreement”);

WHEREAS, the Council, in order to induce the Company to purchase the additional land and building and add the additional machinery, equipment and personal property to the Facility and proceed with the Project in the County, has been asked to commit to the Company that the Council will take certain actions and provide certain incentives, including the Amended Agreement which will provide certain benefits to the Company, if the Company purchases the facility and locates the Project in the County;

WHEREAS, it is anticipated that the Project and the ongoing investment in the Agreement will increase the investment by way of the Amended Agreement in excess of the Forty-Five Million Dollars ($45,000,000) in taxable investment required by Section 12-44-50(A)(3) to include an existing building in the Fee Agreement;

WHEREAS, in order to assist the Company with infrastructure and building improvements necessary for the Project to proceed, the County will assist the Company by providing an
infrastructure and building improvements grant as such grant will be more specifically described and limited in the Amended Agreement;

WHEREAS, the County has determined and found after considering all relevant factors and criteria as prescribed by law that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, keeping of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and

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

NOW, THEREFORE, BE IT RESOLVED by the Anderson County Council that:

1. If the Company expands the Project in the County and invests not less than Forty-Five Million ($45,000,000) of new taxable investment in the Amended Agreement subsequent to January 1, 2018 and prior to December 31, 2024, the Council, upon request by the Company, hereby agrees to amend the Agreement pursuant to the FILOT Statute and to include the Facility.

2. Subject to the limitations set forth in the Agreement and the Amended Agreement, the County agrees that the special source credits contained in the Agreement will be applied to the facility and any taxable investment made therein and that it will provide a grant to assist in infrastructure and building improvements.

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

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

5. It is the intention of the Council that this Resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Statute.
RESOLVED in meeting duly assembled this 6th day of November 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
RESOLUTION NO. R2018-062

A RESOLUTION AUTHORIZING THE WITHDRAWAL OF CERTAIN PROPERTY FROM THE FEE IN LIEU OF TAX AGREEMENT BETWEEN ROBERT BOSCH LLC, ASSOCIATED FUEL PUMP SYSTEMS CORPORATION AND ANDERSON COUNTY, SOUTH CAROLINA

WHEREAS, Anderson County (the "County"), Robert Bosch LLC ("Bosch") and Associated Fuel Pump Systems Corporation ("AFCO") entered into a Fee Agreement dated as of December 1, 2011 (the "Fee Agreement"), which included certain real property and machinery and equipment of Bosch and AFCO;

WHEREAS, AFCO has ceased manufacturing in the facility included in the Fee Agreement and desires to be able to sell the land and building constituting the facility;

WHEREAS, AFCO and Bosch desire that the County consent to AFCO property included in the Fee Agreement being withdrawn from the Fee Agreement while allowing the Bosch properties included in the Fee Agreement to remain in the Fee Agreement and continue to receive the benefits of a fee in lieu of tax for the term of the Fee Agreement; and

WHEREAS, the County has determined that it will be in the best interest of the County and the citizens of the County that AFCO be allowed to withdraw its property and facility from the Fee Agreement and therefore be able to sell the property and facility to a party that can invest in the property and facility and thus strengthen the economy and employ the citizens of the County.

NOW, THEREFORE, be it resolved that the County consents to the withdrawal of AFCO, its land, building and fixtures, from the Fee Agreement and that the Fee Agreement will continue between the County and Bosch for the term of the Fee Agreement.

RESOLVED in meeting duly assembled this 6th day of November 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
AGENDA
ADMINISTRATION POLICY/RULES COMMITTEE MEETING
Friday, November 2, 2018 at 9:00 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: Personnel Matter

4. Citizen Comments:

5. Adjournment:

Members: Tom Allen, Chairman
Honorable Tommy Dunn
Honorable Ray Graham
AGENDA
ANDERSON COUNTY COUNCIL
PUBLIC SAFETY COMMITTEE
Friday, November 2, 2018 AT 10am
HISTORIC COURTHOUSE, 2ND FLOOR
CONFERENCE ROOM
CHAIRMAN S. RAY GRAHAM, PRESIDING

Tommy Dunn
Chairman
Council District 5

Ray Graham
Vice Chairman
Council District 3

Craig Wooten
Council District 1

Gracie S. Floyd
Council District 2

Thomas F. Allen
Council District 4

Ken Waters
Council District 6

M. Cindy Wilson
Council District 7

Lacey A. Croegaert
Clerk to Council

Rusty Burns
County Administrator

1. Call to order:

2. Invocation/Pledge of Allegiance: Mr. Ken Waters

3. Weapons Release to Retirees Mr. Ray Graham

4. Chairs for Dispatch Mr. Ray Graham

5. Public Comment:

6. Adjournment:

Members: Chairman Ray Graham
Honorable Ken Waters
Honorable Craig Wooten
October 15, 2018

Dear Ms. Lacey Croegaert,

On behalf of Anderson Christmas Lights, I am seeking recreation fund appropriations to assist with our mission. Anderson Christmas Lights is the only remaining traditional Christmas light display show in the Upstate. We will be celebrating our 25th anniversary as an Anderson County event this year. Our purpose is to promote Anderson County, expand our programs, and ensure that all county residents are aware of the event and that it is affordable ($10 per car).

Anderson Christmas Lights opens daily at 5:30 pm beginning Thanksgiving Day and continuing through Christmas Day. We are expecting crowds in excess of 50,000 this year.

As a non-profit 501(c)3 organization, we use profits made from our Christmas light display to benefit others, having donated $32,600 to local charities. This past year, we built and repaired 16 Veterans’ homes, and used resources to support and empower local students. In addition to providing funding to our partner charities, we look forward to working again with the T. L. Hanna Astra Club to provide meals to the hungry. Last year we gave out 13,000+ meals and our goal is to give 15,000+ this year.

Our partner groups for 2018 include Habitat for Humanity of Anderson, Cancer Association of Anderson, Family Promise of Anderson County, Nami of Anderson, Oconee & Pickens, as well as six separate fundraising clubs and organizations.

Enclosed you will find:
- Recreation Fund Appropriations Application Form
- IRS Federal Income Tax Exemption Documentation
- Recent Fiscal Figures as documented by the South Carolina Secretary of State
- South Carolina Solicitation of Charitable Funds Act Registration/Compliance Letter

Please respond to Ben Phillips, Administrative Director of the Anderson Lights of Hope at P.O. Box 1413, Anderson, SC 29622 or contact Ben at (864) 933-2547 with any inquiries you may have or to discuss funding.

We appreciate your time and attention, thanking you ahead of time for your consideration and any consequently appropriated funding as well as your support of Anderson Lights of Hope and the charities who benefit from our event.

Sincerely,

Ben Phillips, Administrative Director
Anderson Lights of Hope
RECREATION FUND APPROPRIATIONS
Application Form

1. Name of entity requesting recreation fund appropriations:
   Anderson Christmas Lights

2. Amount of Request:
   up to $1,000.00 each

3. The purpose for which the funds are being requested:
   With the closure of Greenville’s Roper Mountain Lights, we have the only traditional Christmas light display show in the Upstate. PROMOTION of Anderson County, the purchase of even more new displays. To ensure all Anderson County residents are aware of the event and affordable for them to attend. ($10 per car)

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: We are in good standing and please see attached from SCSOS.

5. Contact Person: Ben Phillips or Dennis Lavold, Co-Founders
   Mailing Address: PO Box 1413, Anderson, SC 29622
   Telephone number: (864)933-2547

6. Statement as to whether the entity will be providing matching funds:
   Several of the larger corporations in Anderson County have expressed their support if granted funding.

REQUIRED DOCUMENTATION MUST BE FURNISHED TO THE CLERK TO COUNTY COUNCIL CONCERNING THE MANNER IN WHICH THE FUNDS WERE ACTUALLY SPENT.

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

Signature

Ben R. Phillips, Jr.

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

Sep 22, 2018

Anderson Lights of Hope
Ben Phillips Jr
806 CONCORD AVE
ANDERSON, SC 29621-1900

RE: Registration Confirmation

Dear Ben Phillips Jr:

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 Oct 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 1/2 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,

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
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: 1

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

1. Name of entity requesting recreation fund appropriation: Anderson Area YMCA – Reindeer Run

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): District 1 - $3000.00

3. The purpose for which the funds are being requested: To market and promote the family friendly road race.

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, please see attached

5. Contact Person: Julie Usherwood
Mailing Address: Anderson Area YMCA 201 East Reed Road Anderson, SC 29621
Phone Number: 864-716-6271

6. Statement as to whether the entity will be providing matching funds:
There will be no matching funds.

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

Signature: Julie Usherwood
Print Name: Julie Usherwood
Date: 10/22/18
State of South Carolina  
Office of the Secretary of State  
The Honorable Mark Hammond  

May 9, 2018

YMCA of Anderson, Inc.  
Mr. Joe Drennon  
201 E. Reed Rd.  
Anderson, SC 29621

RE: Registration Confirmation

Dear Mr. Joe Drennon:

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.govm
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: 1

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:
The Anderson Free Clinic

2. Amount of request (If requesting funds from more than one district, annotate amount from each
district): $4,000.00/from District 1

3. The purpose for which the funds are being requested: Walk With the Docs 2019, Run With the Nurses
2019, Party On the Porch our new fall gala

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 we are.

5. Contact Person: Katherine Gorritti
Mailing Address: 414 N. Fant St. Anderson, SC 29621
Phone Number: (864)226-1294

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 grants from private foundations.

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

Signature: ___________________________ Print Name: ___________________________ Date: 10/25/18
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’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 1/2 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,

Kimberly S. Wickensham
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
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: 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:
   Town of Pelzer

2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
   $5,000

3. The purpose for which the funds are being requested:
   Funding will be used to pay for ACOG grant administration services of ARC Master Plan Grant

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.
   Entity is a municipal body

5. Contact Person: Mayor Roger Scott
   Mailing Address:
   Phone Number:
   Email:

6. Statement as to whether the entity will be providing matching funds:
   The Town of Pelzer has committed $12,000 towards this project. The Palmetto Business Association has committed $2,500; Friends of Pelzer and Pelzer Heritage Commission have each committed $2,000.

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.

PLEASE SEE ATTACHED __________________________/ __________________________
Signature                  Print Name                     Date
August 28, 2018

Mr. Rusty Burns  
Anderson County Administrator's Office  
P.O. Box 8002  
Anderson, SC 29622-8002

Dear Mr. Burns:

As you are aware, the Town of Pelzer recently received a $60,000 grant from the Appalachian Regional Commission for creation of a Master Plan for Pelzer. The plan will include corridor analysis, adaptive reuse options, an assessment of economic development opportunities, and other items needed to help guide our community in the years to come.

We have secured the necessary grant match for this project; however, we are in need of assistance from someone who can guide us through the complexities of ARC grant administration. At the suggestion of Mr. Steve Newton, we solicited and received a quote from the Appalachian Council of Governments in the amount of $5,000 to provide this service.

We have had to access several different funding sources to come up with the match for the ARC grant, and the town simply cannot absorb an additional $5,000 expense for this project.

I am asking for your assistance. Would it be possible for the County to provide the $5,000 needed to pay ACOG for grant administration services?

Please advise at your convenience. Thanks for your ongoing efforts to assist us here in Pelzer.

Sincerely,

Roger Scott  
Mayor, Town of Pelzer