AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
February 5, 2019 at 6:30 PM
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER: Ms. M. Cindy Wilson
2. INVOCATION AND PLEDGE OF ALLEGIANCE: January 22, 2019
3. APPROVAL OF MINUTES: Agenda Matters only
4. CITIZENS COMMENTS: Ms. Gracie S. Floyd (allotted 20 minutes)
5. TRASH IN ANDERSON COUNTY: none
6. ORDINANCE THIRD READING: none
7. ORDINANCE SECOND READING:
   a. **2019-002**: An ordinance consenting to the conversion by Anderson County of certain rights of Orian Rugs, Inc. (The “Company”) under that certain lease agreement with Anderson County dated December 1, 1997 to a fee agreement arrangement as provided in Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (The “Agreement”), and authorizing the execution and delivery of such Fee Agreement between the County and the Company in place of said Lease Agreement; authorizing the reconveyance of the property subject to such lease agreement by the County to the Company. PUBLIC HEARING-NO TIME LIMITS
      Mr. Burriss Nelson (allotted 5 minutes)
   b. **2019-003**: An ordinance consenting to the conversion by Anderson County of certain rights of Orian Rugs, Inc. (The “Company”) under that certain lease agreement with Anderson County dated December 1, 2003 to a Fee Agreement arrangement as provided in Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (The “Agreement”), and authorizing the execution and delivery of such fee agreement between the County and the Company in place of said lease agreement; authorizing the reconveyance of the property subject to such lease agreement by the County to the Company. PUBLIC HEARING-NO TIME LIMITS
      Mr. Burriss Nelson (allotted 5 minutes)
   c. **2019-004**: An ordinance to amend the Code of Ordinances, Anderson County, South Carolina, by adding Section 38-184 Titled Substance Abuse Treatment Facilities.
      Mr. Rusty Burns (allotted 5 minutes)
8. ORDINANCE FIRST READING:
   a. **2019-005**: an ordinance to amending the zoning map to rezone +/- 108.61 acres from PD (Planned Development) to PD Amendment at 2729 Highway 29 North and Cox Road. (District 7) Mr. Jeff Parkey (allotted 5 minutes)
9. RESOLUTIONS:
   a. **R2019-002**: A resolution expressing intent to cease county maintenance on and to authorize County consent to Judicial abandonment and closure of a portion of Dianna Street designated as C-09-0304A. (District 2) Mr. Rusty Burns (allotted 5 minutes)
10. REPORT FROM FINANCE COMMITTEE HELD FEBRUARY 1, 2019:
    a. Bid #19-036 Two Ram Baler Chairman Craig Wooten (allotted 15 minutes)
    b. Partial Release of Retainage and Reduction of future Retainage
    c. Museum Store
    d. FY 20 Budget Challenges and Calendar
    e. Transfers
    f. Executive Session- Contractual and Legal Matters regarding Pickens County TTI Building and Iva Sewer
11. **APPOINTMENTS:**

12. **REQUESTS BY COUNCIL:**
   - Senior Citizens Valentines Luncheon - District 2
   - Recreational Center - District 2
   - Sons of Confederate Veterans South Carolina Division - District 5
   - Anderson County Parks Department - District 6 & 7

13. **COMMITTEE APPOINTMENT:** Sewer Ad-hoc Committee

14. **EXECUTIVE SESSION:** Legal Matters involving Preston case and Jacobs case.

15. **ADMINISTRATORS REPORT:**

16. **CITIZENS COMMENTS:**

17. **REMARKS FROM COUNCIL:**

18. **ADJOURNMENT:**

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

For assistance please contact the Clerk to Council at 864-260-1036.
State of South Carolina  

County of Anderson  

ANDERSON COUNTY COUNCIL  
SPECIAL PRESENTATION MEETING  
JANUARY 22, 2019  

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

ALSO PRESENT:  
RUSTY BURNS  
LACEY CROEGAERT
TOMMY DUNN: ... the January 22nd
resolutions part of our County Council meeting,
proclamations, to order. I want to welcome each and
every one of you here tonight. Thank you for coming.

First of all we’ll do Resolution 2(a), it’s R-2019-
003, Councilman Davis. Councilman Davis.

JIMMY DAVIS: Thank you, Mr. Chairman. This
will be a resolution to recognize and honor Ms. Tamara
Cox, librarian at Wren High School, Anderson School
District 1, 2018-2019 Teacher of the Year, and other
matters thereto.

WHEREAS, on August 13, 2018, Anderson School
District 1 teachers and administrators gathered to
celebrate the annual kickoff back to school meeting to
include a ceremony recognizing district teachers of the
year; and

WHEREAS, during the ceremony, Ms. Tamara Cox,
librarian from Wren High School, was chosen at Anderson
School District 1 2018-2019 Teacher of the Year.
Tamara was selected as a result of the positive energy
and support she brings to the school and community; and

WHEREAS, Ms. Cox is the sole librarian, serving
almost twelve hundred students. She organizes and
promotes summer reading programs, a Yahooligan Book
Club, visits to middle school to share book talks to
encourage students to check out books. Tamara works at
the public library assisting the library with library
card sign-up, teen event promotion and coordinating
author visits. She not only encourages and supports
students, she also encourages teachers to read by
organizing book give-away contests and teacher summer
reading challenges; and

WHEREAS, on Tuesday, December 4th, 2018, the
American Library Association held its 2018 I Love My
Librarian Awards Ceremony in New York to honor the
librarians who have gone above and beyond the
traditional library service. Tamara was one of ten
librarians in the United States chosen for this
national honor; and

NOW, THEREFORE, the Anderson County Council wishes
to recognize and honor Tamara Cox who passionately
serves the children and families of our community. We
appreciate your dedication, leadership and personal
commitment to our youth who need guidance and support.

TOMMY DUNN: Mr. Davis puts that in the
form of a motion. Do we have a second? Second Ms.
Wilson. Any discussion. I’d just like to congratulate
you and appreciate what all you do for the community
and people of Anderson County. Anyone else? All in
favor of the motion show of hands. All opposed like
sign. Show the motion carries unanimously with the councilmen here.

Mr. Davis, do you want to ask them to step up, or Mr. Burns?

(PRESENTATION OF RESOLUTION)

TOMMY DUNN: At this time we’ll be moving on to 2(b). This will be a proclamation from Council members. At this time, Ms. Wilson.

CINDY WILSON: Thank you, Mr. Chairman. This is a proclamation proclaiming February 2019 as Black History Month in Anderson County, encouraging all residents to recognize the importance of black history throughout our county, to encourage participation in county-wide activities that promote unity for the betterment of our communities, and other matters relating thereto.

WHEREAS, Black History Month honors and affirms the importance of black history throughout our communities and the American experience; and

WHEREAS, the history of African heritage goes back thousands of years and includes some of the greatest, most advanced and innovative societies in the history of human existence; and

WHEREAS, Black History Month is a time for all Americans to reflect on the rich history and teachings of African Americans whose contributions are vast and wide; and

WHEREAS, the Anderson County Human Relations Council, the local NAACP Chapter, the local African American churches and many individuals throughout our county are dedicated to the principal of fostering civic, economic and educational programs throughout Anderson County and are dedicated to encouraging reflection and the rich history and teachings of African Americans and bearing witness to the progress, beauty and achievements they have made throughout our county; and

WHEREAS, the Anderson County Council sets aside a special time to acknowledge this important segment of our citizens in our county and their history.

NOW, THEREFORE, the Anderson County Council does hereby proclaim the month of February 2019 as Black History Month in Anderson County. The County Council urges all citizens to join in celebrating the diversity and character of our community and highlights the importance of sharing our culture and customs as the county observes and commemorates Black History Month.

PROCLAIMED this 22nd day of January 2019.

And may I put that in the form of a motion.

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

BRETT SANDERS: Second.

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

All opposed like sign. Show the motion carries unanimously for the council members here.

We’ll adjourn and convene back here and start our regular council meeting at 6:30.

(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:10 P.M.)
ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
JANUARY 22, 2019

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT
TOMMY DUNN: ... 22nd to order. At this
time I'd like to welcome each and every one of you here
and thank y'all for coming.

At this time I'd like to ask the Council Vice
Chairman, Ray Graham, if he'll lead us in the
invocation and pledge of allegiance. If we'd all rise,
please.

(INVOCATION AND PLEDGE OF ALLEGIANCE BY RAY GRAHAM)

TOMMY DUNN: At this time moving on to
Item number 3, approval of the minutes. Are there any
corrections to be made to the January 8th Council
meeting? Ms. Wilson.

CINDY WILSON: May I move that we accept
the minutes.

TOMMY DUNN: Ms. Wilson makes a motion
to accept the minutes as presented. Have a second?

RAY GRAHAM: Second.

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

At this time, Item number 4, citizens comments. As
Mr. Harmon calls your name, please restate your name
for the record and your district and address the chair.
You have three minutes. And this will be on agenda
matters only the first go-around.

Mr. Harmon.

LEON HARMON: Mr. Chairman, we have one
speaker tonight, Kurt Gibson.

KURT GIBSON: Thank you, Mr. Chairman and
Mr. Harmon. Speaking on the executive session. Is
that appropriate?

TOMMY DUNN: Yes, sir.

KURT GIBSON: I'd like to speak to you
about the executive session that you have and the items
that you speak about. The Preston matter has been
(inaudible) for ten years now and it's something that
we -- everybody would like to have resolved at this
time. The severance matter that we had at 1.14 million
dollars plus a luxury vehicle and other matters to Mr.
Preston in November of 2008 is now before the Supreme
Court and I understand you have a settlement offer on
the table in order for you to settle the matter with
Mr. Preston.

My understanding is that there's some amount of
money that Council will pay him even though we won the
case in the Appellate Court. It would seem that if
somebody had lost in the Appellate Court, they would be
offering to pay less than they were entitled to pay or
ordered to pay in the Appellate Court. And it seems to
me that we’re entitled to get 1.14 -- or 1.4 million dollars back from him instead of having (inaudible). And my understanding is that the offer on the table is that he’s going to request that we pay him. This case is more than just about money. This case is about whether or not somebody can try to get money from a Council by threatening the individual council members. In Richland County in 2018, and I will send this to you by email to each one of you, 2018, another council member, (unintelligible), tried to do this and did this successfully in Richland County; threatened to sue the council members for -- if they didn’t give him his settlement, at (inaudible) million dollars also. I’ll send you that cite by email. But this is a principal that you have to pursue to the end so that we can prevail and prevent this kind of corruption that continues in South Carolina. I think this matter is more than just about dollars and cents. Also about a matter even as a business principal as an insurance industry or anything that would decide this matter, they would decide based upon whether or not ---

LEON HARMON: Time, Mr. Chairman.

TOMMY DUNN: Thank you. Sorry, Mr. Gibson, that’s it. Thank you.

Anyone else?

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

TOMMY DUNN: Mr. Burns?

RUSTY BURNS: Yes, sir.

TOMMY DUNN: Would you grab this, please, before I forget it before we move on. Going to be something for you and your people.

At this time we’ll move on to Item number 5, Parker Memorial, Mr. Wooten.

CRAIG WOOTEN: Thank you, Mr. Chairman.

In November of this past year, I believe, I spoke with Mr. Andy Moore. Now at that time I believe he had already had conversation with staff and had been in contact with the county, but he had approached the county about putting a memorial for his son at the Civic Center. And this was a result of a traffic incident that happened last year, but it was rooted in his desire to give back to the community, honor his son, and do it in a way that helped other children at the complex.

So from that, over multiple council meetings, and some subcommittee meetings, he’s had a lead-up approach of being transparent, working directly with county staff, speaking directly with council members about his intent. With that he is raising his own money for the
project through numerous donors that support his efforts. And I believe at the end of the day it is something that is allowing him, as a lifelong Andersonian, to give back to the community. I think it makes thing nicer. It'll make the complex nicer. And it will be an honor and a memorial to the memory of his son.

There was some concern that if we do something like this then we would maybe have to do it for everyone who comes after that. And I think that’s a valid concern, and I’m glad that question was brought up. I believe at each step in these kind of scenarios that’s what we’re elected to do as a council, to use discretion and make decisions. But if other folks came forward to do something similar and they did it in the same way that Mr. Moore is doing it, then I think it could make our community nicer and it could be a good thing.

So with that I did invite him to come back to speak about his project and to answer any questions. And at this time, Mr. Moore, would you like to say anything?

ANDY MOORE: Thank you again for allowing me to come up again. Good to see y’all again tonight.

As far as Mr. Wooten was speaking, he is correct. I feel like over the years I’ve given -- I’ve given my life to Anderson County. I’ve lived here my whole life with my family, my wife’s family, our parents and their parents. Since I was sixteen years old I’ve given -- like I say, I’ve given myself to the county. I started volunteering with Anderson Rescue Squad. I went into EMS with MedShore Ambulance Service giving back to my community taking care of people. Even working at the Anderson Memorial Hospital. I’ve given -- even though people that I brought in, I helped get better and walked them back out. Over the years working with Medshore, I volunteered with the City Fire Department on the technical rescue team, volunteering my time there for about fifteen years. So it’s something that I’ve always done. I’ve always tried to make Anderson a better place.

But this is something that I feel like would make Anderson a better place. If there’s kids -- you know, I know soccer was my son’s passion and I know there’s a lot of kids that can’t afford it. So if there’s any children out there that are willing to play his passion and love it as much as he did, then I am willing to take the time and the effort and the expense to make sure that kid plays. I’d love to make that possible. And I’m just asking the council tonight for permission to make that happen.

TOMMY DUNN: Thank you, Mr. Moore.
Appreciate your time.

ANDY MOORE: Thank you.

CRAIG WOOTEN: With that -- and I thank you, Mr. Moore, for saying that. I just want to make a simple motion to allow staff, under the direction of the administrator, to work with Mr. Moore and his (inaudible) based on the location that was outlined in your packet which would be right in between KidVenture and the first soccer field. And I would just like to put forth just a motion to give staff the permission to do that.

CINDY WILSON: May I second that and make an amendment to that motion, please, that before anything is finalized we would have an opportunity to review that and issue final approval.

TOMMY DUNN: If we can, let's get just a little bit of clarification, because I think that's where we was at last council meeting.

Mr. Burns.

RUSTY BURNS: Yes, sir.

TOMMY DUNN: Have y'all or have y'all not worked out the details where something is going to be?

RUSTY BURNS: (Inaudible.)

TOMMY DUNN: Make sure you're talking into ---

RUSTY BURNS: It will consist of a memorial and flag poles, which are going to be raised by private funds.

TOMMY DUNN: That's what I'm saying is, Mr. Wooten, if you -- your motion, I think we done what you're talking about doing last council meeting. I think they've already got everything worked out as far as the flag pole and memorial. Maybe not the wording or what not, but it should be to proceed ahead.

CRAIG WOOTEN: Yes. I was just giving them permission to proceed ahead. I didn't necessarily think that we needed, unless the council desires, that every single detail of the memorial down to the wording to approve as much as that it's the ability for them to move ahead with what's reasonable to the staff.

TOMMY DUNN: Well, where it's at and what it's going to be has been worked out. That's what we asked them to do, I think, last council meeting. They had come back and that's what has been presented to us. So my thing is it shouldn't be coming back before council again, is what I'm getting at.

CRAIG WOOTEN: Yeah. Okay.

TOMMY DUNN: It should be worked out.

Isn't that correct, Mr. Burns?
RUSTY BURNS: (Inaudible.)

CRAIG WOOTEN: Okay. Well, if it’s worked out then they can proceed without a motion.

TOMMY DUNN: No, no. You need to make the motion to proceed ahead.

CRAIG WOOTEN: Oh, okay, make the motion to proceed ahead.

CINDY WILSON: I’ll withdraw my motion.

TOMMY DUNN: Okay. Do we have a second?

JIMMY DAVIS: Second.

TOMMY DUNN: Second Mr. Sanders -- Mr. Davis. Okay. Ms. Wilson seconds for the record. Now, any more discussion?

GRACIE FLOYD: Yes.

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: (Inaudible.)

TOMMY DUNN: Mr. Burns.

GRACIE FLOYD: Mr. Burns, what -- have you had any thoughts about how we will manage the next one? Would we -- are we going to have one site to do it all or will each person asking for this privilege have a -- can choose and pick their own sites? Do we have any rules or any kind of regulations in place of how we’re going to proceed with this kind of thing?

RUSTY BURNS: No. As Mr. Wooten stated, it would be on an individual basis. But during this process, we looked to find an appropriate site and this was the one because it’s in essence a very small corner right there between those two areas. And we discussed what would go there. And those were the items we discussed. But for anything in the future it would have to come before council on an individual basis. And the other thing on this one is the fact that the county would have no funds allocated to this project. It would all be raised with private donations.

GRACIE FLOYD: Okay. Thank you.

TOMMY DUNN: Anyone else?

JIMMY DAVIS: Mr. Chairman.

TOMMY DUNN: Mr. Davis.

JIMMY DAVIS: The one question that kind of crosses my mind, as things do always change and improve and if we get into a part to where we’re doing some facilities improvement or redesign out there, do we need to have something up front to say this is what we’ll need to do with this monument or this memorial to move it, if we need to move it. I mean, things change.

TOMMY DUNN: Yes, sir. And keep in mind, if I can answer your question, this council can’t bind another council. If another council comes up and
wants to change and do it, you know, they can do it the
same way as this council. Six months from now if
something comes up, it’s not locked in stone. We would
have to vote to reverse it, but it would come up for a
vote, you know, be a vote.

JIMMY DAVIS: Do away ---

TOMMY DUNN: I know if it wants to be
moved or something else, it would have to come back for
a vote. The main thing is it will have to come back
before council and be voted on.

BRETT SANDERS: Mr. Chairman.

TOMMY DUNN: Yes, sir, Mr. Sanders.

BRETT SANDERS: We haven’t had any issues
in the past or anyone else approach us to do something
like this; have we?

TOMMY DUNN: No.

BRETT SANDERS: And as long as it’s been,
I’d like to thank Mr. Moore for his service to Anderson
County. I don’t have a problem with it. I would think
I would be willing to support what he wants to do.

TOMMY DUNN: Like I said, Lord forbid
something like this happens again. Anything that comes
up, like Mr. Wooten said, I think it should be looked
at. You can’t have a one glove fit all. You’ve got to
have a case-by-case basis comes up and council look at
it and judge it with staff and staff’s recommendation.

RUSTY BURNS: The only rule/ordinance in
place at this time, Mr. Chairman, is that no building
can be named after a living person.

TOMMY DUNN: That’s right.

Mr. Graham, do you have something?

RAY GRAHAM: Mr. Chairman, as far as
currently there is no flag poles at the soccer fields’
site?

RUSTY BURNS: No, sir, there’s one in
front ---

RAY GRAHAM: All fields needs a flag
pole.

RUSTY BURNS: Yes, sir.

RAY GRAHAM: So this is basically
accomplishing that?

RUSTY BURNS: Yes, sir.

RAY GRAHAM: And on top of that, they’re
putting a memorial -- a marker with the information
about his son; correct?

RUSTY BURNS: Yes, sir.

RAY GRAHAM: Thank you.

TOMMY DUNN: All in favor of the motion
show of hands. All opposed like sign. Show the motion
carries unanimously.
Be took care of and the staff will be working with you, Mr. Moore, and your family to make sure this happens. If we can be of more service just get with Mr. Wooten or any of us. Be glad to work with you; okay? Sorry for your loss and what you went through. But maybe we can turn something tragic into something good. Appreciate it. Okay? Thank y’all.

We have no 6, third readings. No 7, second readings.

Ordinance 8(a), ordinance first reading, 2019-001, an ordinance to amend an agreement for the development of a joint county industrial and business park, 2010 park, of Anderson and Greenville Counties to enlarge the park. And this will be Project Treehouse.

Mr. Nelson, do you want to ---

BURRISS NELSON: Mr. Chairman, members of Council, thank you for the opportunity to discuss Project Treehouse. This is a Greenville County project that’s not announced yet and we don’t know the name of the company yet. But as we have done many times, we are being asked to include Treehouse to the multi-county park agreement that we have existing. And it’s a reciprocal agreement that we have. They many times have allowed our projects into the park itself. And we’ve received benefits likewise from that.

And this is an opportunity, as well, for the company to receive state benefits that otherwise would not be available. And this comes as a recommendation from the Economic Development Advisory Board, from the Development Corporation of Anderson County and from our staff. Thank you, sir.

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

CINDY WILSON: So moved.

RAY GRAHAM: Make a motion.

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

CINDY WILSON: Real quick comment.

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: Whatever their fee in lieu of taxes revenue to Greenville County, we would get one percent of that. And sometimes it adds up. So it’s a very nice reciprocal arrangement. Thank you.

TOMMY DUNN: Thank you, Ms. Wilson.

BURRISS NELSON: Thank you.

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

At this time Item 8(b), 2019-002, an ordinance
consenting to the conversion by Anderson County of
certain rights of Orian Rugs, Inc., the company, under
that certain lease agreement with Anderson County dated
December 1, 1997 to a fee agreement arrangement as
provided in Title 12, Chapter 44 of the Code of Laws of
South Carolina 1976, as amended, The Agreement, and
authorizing the execution and delivery of such Fee
Agreements between the County and the Company in place
of said Lease Agreement; authorizing the reconveyance
of the property subject to such lease agreement by the
County to the Company. Mr. Nelson.

BURRISS NELSON: Thank you, Mr. Chairman,
and members of Council. You did a great job reading
all that. Thank you. This is -- and we’ve done this
several times before in the past of converting -- the
company is requesting we convert our lease agreements
where the county is actually in the chair of title to
the simplified fee. And if you don’t mind I’d like to
address both of these at the same time.

TOMMY DUNN: Okay.

BURRISS NELSON: These are identical. It’s
just one was dated 1997 and the other one in 2003. And
the company is trying to streamline its business model
and simply would like to change the fee agreement. It
doesn’t change the agreement at all. They’re up-to-
date with the jobs creation and the capital investment.
They paid a little over -- well, they paid a hundred
and ninety-two thousand dollars in property tax this
year alone for -- based on the agreements that they
currently have. So this comes as a recommendation from
the Economic Development staff and from the Economic
Development Advisory Board and the Development
Corporation of Anderson County.

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

RAY GRAHAM: Second.

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

BURRISS NELSON: Thank you for your support.

TOMMY DUNN: We’re going to move on to
Item number 8(c), 2019-033 (verbatim), ordinance
consenting to the conversion by Anderson County of
certain rights of Orian Rugs. I’m not going to read
that whole thing. The company is in it for the record.
As Mr. Nelson said this is -- he’s still here if you’ve
get any questions. Do we have a motion to move this
forward? Motion by Ms. Wilson; second by Mr. Davis.

Any discussion?
RAY GRAHAM: Mr. Chairman, you ---
TOMMY DUNN: Mr. Graham.
RAY GRAHAM: --- stated it's 033. It's
actually 003.
TOMMY DUNN: I'm sorry. For the record
that's 003. Anything else? All in favor of the motion
show of hands. Opposed like sign. Show the motion
carries unanimously. Thank you, Mr. Nelson.
Moving on to Item number 8(d), 2019-004, an
ordinance to amend the Code of Ordinances, Anderson
County, South Carolina, by adding Section 38-184 titled
Substance Abuse Treatment facilities. Mr. Harmon,
would you like to touch on this, or Mr. Burns, either
one, what this is about?
LEON HARMON: Yes, Mr. Chairman and
member of Council. This ordinance would add a new
section to Division 5 of Chapter 38 titled Supplemental
Development Standards for certain land uses and large
scale projects. And what this ordinance would do would
place location limits on drug treatment facilities that
would be located within the county. It’s similar in
nature to other items that are located in Division 5.
For example, tattoo facilities, adult uses, certain
public service uses like landfills, waste water
treatment plants, electric substations; that type of
ingredient.
I’ll be glad to answer any questions anybody might
have.
TOMMY DUNN: Go ahead, Ms. Floyd.
GRACIE FLOYD: Mr. Harmon.
LEON HARMON: Yes, ma’am.
GRACIE FLOYD: When I read this I didn’t
understand it to be where the location was the most
important thing. I thought it was to establish a
facility in Anderson County for dependency of drug and
stuff.
LEON HARMON: No, ma’am. At least I
didn’t intend to draft it that way. What it does is
place a limit on where it can be located. In other
words it can’t be located any closer than twenty-five
hundred feet ---
GRACIE FLOYD: Well, I read all that.
LEON HARMON: --- within a church or a
school or a playground.
GRACIE FLOYD: Well, I read all of that.
But first of all let me start my questioning from the
top; okay?
LEON HARMON: Okay.
GRACIE FLOYD: What -- did this come from
the Administrator’s office? I see his name is on it.
Or did it come from one of those committees?

TOMMY DUNN: It come from me. I asked Mr. Harmon to draft this.

GRACIE FLOYD: I was wondering why we are going to do this? First of all because we have a facility right here in Anderson that could accommodate this type thing. It’s barely being used. It’s not that much activity involved in it and it wouldn’t cost us a whole lot of money because you have to find a place to have this. Have y’all found a place to have this yet?

TOMMY DUNN: Ms. Floyd, excuse me, you misunderstood. This ain’t -- this has got nothing to do with starting a facility. This is keeping a facility from going next to a schoolhouse. That’s what this is about.

GRACIE FLOYD: Okay. Thank you. May I finish my question now because I’m going to tell you how I saw it; okay. Keeping this going from a schoolhouse, it doesn’t make sense because you don’t have anywhere right now to put it. But we have a facility already available here in Anderson that’s called the Mental Health Clinic, Pat Harris Hospital. They’re not doing anything there. That’s number one. Number two, we’re in the midst or we’re supposed to be in the midst of trying to find a suitable facility for our jailhouse. We don’t have a place for that yet. And you know, we have been in this kind of thing for a long time trying to build that.

It seems to me that we’re talking about where we’re going to put it or where we can’t put it. And I don’t see why it took all of this just to say where we can’t put it when we don’t even know we’re going to put it. I think we should have taken time to investigate this further. I think we should have had more time to discuss it. And I don’t think we’re ready for we’re not going to put it here, we’re not going to put it there. But my question is, where are we going to put it? Why are we going to spend money on this when we have to build a jail?

TOMMY DUNN: Ms. Floyd, we ain’t spending no money.

GRACIE FLOYD: Mr. -- what’s his name? -- Dunn, may I please finish?

TOMMY DUNN: Well, you were ---

GRACIE FLOYD: Thank you. This is what I’m thinking, when I read that, Mr. Harmon, I didn’t see -- well, I read down there where it couldn’t go, the location of the facility, but I think we need to slow down and take another look at this. We have a
place like that already here in Anderson if we’d just make use of it.

LEON HARMON: This really is directed toward any new facility that might be proposed in the county and where it could be located.

GRACIE FLOYD: I understand that.

LEON HARMON: There’s no one facility in mind that I’m aware of that is proposed to be located that the county would be spending any money on to place this facility in the county.

GRACIE FLOYD: Well, maybe we needed to complete it first. Maybe we need to discuss it some more. And we need to understand, you know, what it’s all about. We need to know how this came about, you know, to do this before talking about where we’re not going to put it. And I thank you.

TOMMY DUNN: Thank you. My fellow councilmen, if I can speak and explain this. This got brought up because one was going to go in my district next to Centerville school. I had an uproar in my community, what not. There was nothing we could do. Luckily, thanks to the Sheriff of Anderson County and a school board member and myself, I think we’ve got that situation solved. But to keep from this happening again in my district or anybody else’s, this is a place -- the state -- it’s regulated for tattoo parlors and everything what -- what this is -- what this certain facility was going to do is dispense drugs for drug treatment right beside a schoolhouse. Might not never nothing happen, but it caused very uneasiness for people in the community and the school system and all. And I told them I would do everything I could to see it didn’t happen again. Luckily the people that was going to put it there was willing enough not to put it there after they seen what it was causing. But the next fellow or next folks might not be so willing to do this. So this is all this is. And it goes right in the ordinances we’ve got now, as Mr. Harmon said, keeping adult book stores or adult movie things or strip clubs or anything else next to a schoolhouse. I think that’s appropriate. It was drafted on my thing. And I put this in the form of a motion, coming from Tommy Dunn.

RAY GRAHAM: Second.

TOMMY DUNN: Second by Mr. Graham. Now, any more discussion?

JIMMY DAVIS: Mr. Chairman.

TOMMY DUNN: Mr. Davis.

JIMMY DAVIS: Mr. Harmon, did I understand (inaudible).
TOMMY DUNN: Yes, sir.

LEON HARMON: Yes, it includes churches; that's correct. It includes churches, schools or playgrounds as those are defined within Section 44-34-110 of the South Carolina Codes.

JIMMY DAVIS: Thank you.


CINDY WILSON: Having witnessed firsthand since coming on council the transformation of our society with so much drug abuse and so much drug trafficking, and our county, unfortunately, is one of the main inland distribution points and has been for the last forty years, I would certainly not want to put people who have abused drugs -- they have no real control of themselves -- putting them next to little children or churches or playgrounds. I'm in support of your motion.

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

RAY GRAHAM: Thank you, Mr. Chairman. Just a couple of things to mention on this. You know, I think every council member realizes, as much as we hate to say it, Anderson County has a drug problem, just like all of our neighboring counties. It's not something that's just -- basically kind of covers its head here in Anderson. It's throughout our state. And with that being said, I don't think any of us is against treatment facilities. I think the key with Chairman Dunn bringing this proposal forward is to regulate where these locations can be.

We realize we've got some issues and we realize that we're going to have to somehow provide some treatment facilities for these individuals. And we definitely encourage that. But in doing so, I think it's a better protection of our community by regulating this. That's the very reason I support this. And I mean I appreciate Mr. Chairman bringing that forward.

TOMMY DUNN: Thank you. Anyone else?

All in favor of the motion show of hands. All opposed? All abstentions? Show the motion carries with Mr. Davis, Mr. Sanders, Mr. Dunn, Mr. Graham, Mr. Wooten and Ms. Wilson in favor, and Ms. Floyd abstains.

Moving on to Item number 9(a), resolution, R-2019-004, a resolution in support of Clemson University's acquisition of real property in Anderson County for additional protection of the Simpson Experimental Station, the research conducted there and will increase pasturelands and herd holding. Mr. Burns or Mr. Harmon, do you want to speak to this for ---

RUSTY BURNS: Mr. Chairman, this is a
request from Clemson University that they need
permission to pursue this, as you can understand. It’s
going to expand the Simpson Agricultural Station, open
up more pastureland, provide research opportunities for
Clemson. And they’re just merely informing us and
requesting permission to move ahead.

TOMMY DUNN: Thank you. Do we have a
motion to move this forward? Motion Ms. Wilson. Do we
have a second?

BRETT SANDERS: Second.

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

Moving on to appointments. Ms. Floyd?

GRACIE FLOYD: I have three appointments
to make today and I would like to do them all at one
time for the sake of time. I would like ---

TOMMY DUNN: If you would, Ms. Floyd,
speak into the mic where they can get you.

GRACIE FLOYD: I would like to appoint
William Meredith to the Economic Development Board.
Mr. Meredith lives in County Council District 2. And I
have his application. The next one is for Economic
Development Board appointee -- I think each of us have
two people on that board -- his name is Samuel L.
Stewart. He has submitted an application for this
position and I am recommending him for this. And the
third one -- just one moment -- the third one is to the
Museum Advisory Committee. Her name is Valerie L.
Stewart. She has -- she submitted an application.
She, too, is interested in this position. All three of
these appointees live in the District 2 Council area.
And I put all of this in the form of a motion.

TOMMY DUNN: Have a motion by Ms. Floyd.

Have a second?

CRAIG WOOTEN: Second.

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

Moving on to appointments, District 4. Mr.

BRETT SANDERS: Yes, sir, Mr. Chairman.

I’d like to appoint Mr. Michael A. Miller for the
Anderson-Oconee Behavioral Health Services Board. I
had a member resign. Mr. Miller is with the Anderson
County Sheriff’s Department. He’s the Forensics
Services Director. Been there since 2000. And I think
he’ll be a great asset. And he is from District 4.
TOMMY DUNN: Thank you, Mr. Sanders. We have a motion. Do we have a second?

CINDY WILSON: Second.


Does anyone else have anything that I’ve overlooked on appointments?

GRACIE FLOYD: I have another one.

TOMMY DUNN: Go ahead, Ms. Floyd.

GRACIE FLOYD: I would like to reappoint Ms. Yoko Simmons to the Library Committee. Yoko has done a very good job there and she would like to continue serving. And I’m putting this in the form of a motion, as well.

CINDY WILSON: Second.


Moving on -- anyone else have any more appointments that were overlooked?

Moving on to Item number 11, requests by council members. Mr. Davis, do you have any?

JIMMY DAVIS: None at this time.

TOMMY DUNN: Thank you.

Mr. Sanders, do you have any?

BRETT SANDERS: No, sir, not at this time.

TOMMY DUNN: Ms. Floyd, do you have any?

GRACIE FLOYD: I have one. I received a thing here from -- a request, yeah -- I received an application from a Mr. John Seegers for funding for Sadlers Creek. I think that’s an area that serves -- that’s an area that serves all of Anderson County. And they’re asking for -- money for a return initial cost for startup. They want trail work, they want tracks, they want gardens and other things out there. And I think that if we have a group of people who are willing to do this work -- now, I understand they couldn’t get any money from the state for this. But I think that we have a group of volunteers in Anderson County who would like to do this and it’s for a good reason, District 2 would like to support them with funds from their recreational account of one thousand dollars.

TOMMY DUNN: Have a motion by Ms. Floyd.

Do we have a second?

CRAIG WOOTEN: Second.

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

Mr. Graham, do you have any?

RAY GRAHAM: None at this time, Mr.
Chairman.

TOMMY DUNN: Thank you, Mr. Wooten.
CRAIG WOOTEN: Not at this time.
TOMMY DUNN: Ms. Wilson?
CINDY WILSON: (Inaudible.)
TOMMY DUNN: District 5's rec account,
I'd like to appropriate fifteen hundred dollars for the
Foothill Allowance. Put that in the form of a motion.

CINDY WILSON: Second.
TOMMY DUNN: Second by Ms. Wilson. Have
any discussion? All in favor of the motion show of
hands. Opposed like sign. Show the motion carries
unanimously.

And I also asked Mr. Burns and Ms. Lacey to get in
touch with the people at Sadlers Creek to work out
something with our Parks and Recreation Department,
Matt Schell, to see what needs to be done out there and
see what we can do to help out.

At this time, I submit those names -- and we'll
talk about ad hoc committees in a second. At this time
I submit those names to the five standing committees to
serve. On Anderson County Recycling and Solid Waste,
Brett Sanders, Craig Wooten, Ms. Floyd; Planning and
Public Works, Cindy Wilson, Craig Wooten, Jimmy Davis;
Administrative/Personnel Committee and Policy Rules
would be Ray Graham, Chairman, Tommy Dunn and Brett
Sanders; Finance Committee, Craig Wooten, Ms. Wilson,
Brett Sanders -- that's one two -- Economic Development
-- I mean Finance Committee Craig Wooten, Cindy Wilson,
Brett Sanders -- make sure I got that -- Public Safety,
Craig Wooten, Mr. Davis and Chairman Ray Graham. Those
are the five standing committees. Put that in the form
of a motion.

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

GRACIE FLOYD: I have discussion.
TOMMY DUNN: Go ahead, Ms. Floyd.
GRACIE FLOYD: Have you gotten to the
Recodification Ad Hoc Committee?
TOMMY DUNN: No, ma'am. I was going to
do that next.

GRACIE FLOYD: Okay. Good.
TOMMY DUNN: All in favor of the motion.

All opposed. Abstentions? Show the motion carries.
Moving on I'd like to announce -- and there will be more coming later on. But at this time these ad hoc committee will be appointed. Civil Center Ad Hoc Committee, Ray Graham, Brett Sanders, Craig Wooten; the Shop -- this is redoing the -- talking about moving the shop to the TTI building and working on this -- that will be Mr. Davis -- I know the paper might say something different -- that's screwed up -- that Mr. Davis as Chairman, Ms. Wilson and Ray Graham; the TTI would be Brett Sanders, Chairman, Tommy Dunn and Craig Wooten; Courthouse Square would be Craig Wooten, Tommy Dunn and Ms. Floyd; Recodification Ad Hoc Committee, Ms. Floyd, Craig Wooten and Ray Graham. Those are the ad hoc committees, and there will be more. Go ahead, Ms. Floyd.

GRACIE FLOYD: What is Recodification Ad Hoc Committee? I've never heard of that before.

TOMMY DUNN: It's part of the codes, bringing them up and them being worked on. I'll let Mr. Harmon explain a little bit better; be working with him.

LEON HARMON: Ms. Floyd, that has to do with ever so often we need to update the Code because we've had a lot of amendments to it. And it's time to do that. We started this project probably two years ago and we simply need to get it completed and get a new code book in place.

GRACIE FLOYD: Okay. Now, what's the Courthouse Square?

TOMMY DUNN: That's the building behind us.

GRACIE FLOYD: You're not explaining this, Mr. Dunn. And Mr. Chairman, I respectfully decline ---

TOMMY DUNN: Okay. What you ---

GRACIE FLOYD: --- to sit on any of these committees. I have been on the -- I'm always appointed to the Solid Waste Committee. And Recodification, I don't think that I would be very good at that.

TOMMY DUNN: Okay.

GRACIE FLOYD: And the Courthouse Square, I know that's something that you guys have already figured out what you're going to do with that. So I will have my own committees. I will attend other committees and I will have my own. Thank you.

TOMMY DUNN: Okay. The only one that's got to be named tonight is the five standing committees, as I said, but on the Solid Waste, it's Brett Sanders, Craig Wooten and Ray Graham. You willing to serve on that? On the Courthouse Square, Ms. Wilson, are you willing to serve on that? And on
the Recodification, Craig, if you’ll be chairman of
that and I’ll serve on there with y’all.
Moving on next, do we have a motion to go into
Executive Session to discuss legal matters?
      CINDY WILSON: May I make that motion, Mr.
Chairman?
      RAY GRAHAM: Second.
      TOMMY DUNN: Ms. Wilson makes the
motion; Mr. Graham seconds it. All in favor of the
motion show of hands. All opposed. Abstentions. Show
the motion carries.
(EXECUTIVE SESSION)
      CINDY WILSON: ... received some
information pertaining to the legal matters involving
the Preston case.
      RAY GRAHAM: Second that.
      TOMMY DUNN: Motion Ms. Wilson to come
out of executive session after receiving legal
information and taking no action, no votes. Mr. Graham
seconds it. All in favor of the motion show of hands.
Opposed like sign.
And for the record and for the news media people
here, this is a legal and sensitive matter. Mr. Burns
and Mr. Harmon, our attorney, will be available after
this meeting to answer any comments you might have.

Moving on now to Item number 15, citizens comments.
When Mr. Harmon calls your name, please restate your
name for the record, you have three minutes, and
address the chair, please.
      LEON HARMON: Mr. Chairman, the first
citizen signed up is Joey Robinson.
      JOEY ROBINSON: My name is Joey Robinson.
Thank you for your time tonight. I’m a resident of
Anderson County for fifty-two years; my whole life.
I’ve donated thousands of hours volunteering with the
EMS and the county fire system in this county. That’s
not why I’m here.
Why I’m here, I need to know the opinion by the
state of South Carolina -- a lot of these are going to
be in question form and if y’all want to answer after
you can. So I’m going to try to get through with my
three minutes.
I need to know if subpoenaed by the state of South
Carolina will my comments to the Anderson County
Council be released to SLED upon official state law
request either by written statement or video from this
meeting?
This is another question. What is Anderson County
Council’s legal responsibility under South Carolina law
for complaints against the Anderson County Sheriff’s
Office? And what is required by South Carolina law for
Anderson County Council to do?

What is Anderson County Council’s legal governing
ability and its responsibility to the residents of
Anderson County on complaints against Anderson County
Sheriff’s Office? Since it’s a legal complaint report,
what do I need to do or request from the Anderson
County Council under the law required by South Carolina
law? Do they inform me of these rights?

I have many complaints against the Anderson County
Sheriff’s Office, but due to three minutes of my time
-- of time constraints, I will not be able to address
them. The Anderson County Sheriff’s Office website
states, the community we serve, we maintain high
standards of accountability, proactively but fairly
enforcing our laws. No, they do not.

When you go to the Anderson County Sheriff’s Office
you’re not treated as a human being. You’re treated
like you just fell off the turnip truck. You’re
treated as you’re stupid and have no knowledge of the
law. They require you to go up the chain of command,
which I have done. They say they will get back to me,
which they have not done. I’ve been to the Sheriff’s
Office three times. They want you to get frustrated,
discouraged, so that you will quit pursuing your
complaint. They are policing themselves with no
accountability to no one.

When I talk to supposedly the deputy chief per the
Sheriff’s Office, his name was Scott Hamby, I asked him
was there another state agency that I could file a
report about the complaints against Anderson County
Sheriff’s Office with? He stated no. I knew there
was. I knew he was going to say that. I stated, I
could file a complaint with SLED. He got exceedingly
angry at that point ---

LEON HARMON: Time, Mr. Chairman.

TOMMY DUNN: Mr. Robinson, your time is
up. But look here, when this meeting is over with, if
you’ll stick around, Mr. Harmon and Mr. Burns will get
your name and address and set up an appointment with
you where they can sit down and discuss and get your
questions. And whoever your councilman is, too,
wherever you live at -- do you still live in the
Cheddar Community; over that way?

JOEY ROBINSON: No, sir, I live ---

TOMMY DUNN: Mr. Graham’s? We’ll be
glad to sit down and see what your concerns are and
address them. You can’t do that on a council night or
in three minutes. I understand that.

JOEY ROBINSON: I didn’t know my rights.
TOMMY DUNN: Well, that’s what we’re here for. You’re a citizen. We’re going to see what we can do. Everybody’s got them; okay?

JOEY ROBINSON: Thank you.

TOMMY DUNN: Yes, sir.

RAY GRAHAM: Mr. Chairman.

TOMMY DUNN: Mr. Graham.

RAY GRAHAM: I just want to clarify one thing on this. Mr. Robinson, I appreciate you bringing forth your concerns. However, he has contacted the sheriff’s department. Steve Reeves, Lieutenant -- is that correct, Michael? Lieutenant Reeves is following up on this and looking into it. This just occurred this past week as far as contacting Mr. Reeves. So with all due respect they are working on this, and so is the sheriff.

TOMMY DUNN: He had some questions for County Council, so we’ll make sure Mr. Harmon finds out if there’s anything we need to do. Or get him to the right person. Ms. Floyd.

GRACIE FLOYD: Sir, may I have a copy of your questions, too, please? Thank you.

TOMMY DUNN: Mr. Robinson, you get your questions and Mr. Harmon can get copies and make sure he gets them. I know you’ve probably just got that one set; okay? Appreciate it.

Mr. Harmon, next? Excuse me just a minute before we go on to that. I skipped a part, Administrator’s Report, and I apologize. Do we have anything, Mr. Burns?

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

LEON HARMON: The next speaker, Mr. Chairman, is Elizabeth Fant.

TOMMY DUNN: Okay.

ELIZABETH FANT: Thank you. Elizabeth Fant, District 3. I wasn’t going to speak on executive action issue, but I guess I must. It’s been ten long years. There were so many things wrong about that situation. But you can’t let the water just go under the bridge and not do anything about it. Because if you don’t do something about it and address it, you’ve got another person in the wings who’s going to try to do it again. There are different interpretations of a lot of things that went on back then. But the biggest thing that I saw was that we were not spending our money, County tax money, appropriately. And the way that the money was moved around by the former administrator without due diligence of the county council who was here then, and a lot of those members
were complicit with it. If you research the case and
you see who was offered jobs or who was going to get
this and who was going to get that out of it, you had a
council then who had reason to support that give-away.
And I think we’ve got a different council now. We’ve
got upstanding people who see that the county
constituents are watching and that we don’t ever want
to have that happen again. So you need to put a nail
on that coffin and get that money back.

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

TOMMY DUNN: Thank you, Mr. Harmon.

Comments from council members. Mr. Davis.

JIMMY DAVIS: None at this time, Mr.
Chairman.

TOMMY DUNN: Mr. Sanders.

BRETT SANDERS: None at this time.

TOMMY DUNN: Ms. Floyd?

GRACIE FLOYD: I have several things.

First of all, Mr. Harmon -- got it that time -- Mr.
Harmon, when I was asking the question about this drug
facility thing, nothing in there said that it was a
NIMBY. You know what a NIMBY is; don’t you?

LEON HARMON: Not in my neighborhood.

GRACIE FLOYD: Yeah.

LEON HARMON: Yes, ma’am.

GRACIE FLOYD: Yeah, not in my
neighborhood thing is called a NIMBY. Nothing in that
piece said anything about it being a NIMBY. Okay. My
not knowing, I just took it at the face value of what
it was saying. Okay. Thank you for explaining that to
me, even through all the interruptions. But thank you
for explaining that to me. I know it’s a NIMBY now.

And folks, NIMBY means not in my backyard. Put it in
anybody else’s backyard you want to, but not in mind.

Second thing, about this Preston thing, yeah, I
know, I know that -- I don’t know how to say this --
but when you point out about the council members, point
out the right ones. Because there were people there,
and I was one of them, who did not have any collusions
in this thing whatsoever. None. Okay. In fact when
we went through -- oh, I can’t say that. In fact,
there was no collusion with Gracie Floyd. It will
never be. I will always say and do the right thing.
Even if I have to stand by myself, I will say and do
the right things. So when you point out about the
council members going along with him or her or it, say
the right things; okay?

All right. And let me tell you, there was a lot of
lying that went on during that time, too. And believe
me, it still is going on. There’s still lying. But
any information you want, I have the transcript to all
of it. See me. See me. You’ll get the truth because
I have no reason to lie. And I thank you.
TOMMY DUNN: Mr. Graham.
RAY GRAHAM: Nothing at this time.
Thank you.
TOMMY DUNN: Mr. Wooten.
CRAIG WOOTEN: Not at this time.
TOMMY DUNN: Ms. Wilson.
CINDY WILSON: Thank you, Mr. Chairman.
Justice delayed is justice denied. It’s a crime and a
shame that this civil matter has wandered around for
ten years. But in spite of it all, this county has
moved forward. We came out of the worst recession of
our lifetime one of the top ten counties in the United
States. Look at our unemployment. But there needs to
be consequences for bad behavior. And if they’re not
addressed, we are subject to having embolden bad
actions.
Anyway, it’s an honor to serve the people of this
county, an honor to serve with you honorable people.
Thank you.
TOMMY DUNN: Thank you. Chairman
Wooten, I would ask your committee, the Finance
Committee, one of your first order of businesses would
be to get with Mr. Burns, the Administrator, Mr.
Harmon, and come up with a recommendation or resolution
for the Iva Sewer situation.
And also, Mr. Sanders and Mr. Davis, welcome y’all
to Anderson County. Y’all thought y’all -- now you’re
welcome to Anderson County.
Council will be adjourned.

(MEETING ADJOURNED AT 7:40 P.M.)
ORDINANCE NO. 2019-002

AN ORDINANCE CONSENTING TO THE CONVERSION BY ANDERSON COUNTY OF CERTAIN RIGHTS OF ORIAN RUGS, INC. (THE "COMPANY") UNDER THAT CERTAIN LEASE AGREEMENT WITH ANDERSON COUNTY DATED DECEMBER 1, 1997 TO A FEE AGREEMENT ARRANGEMENT AS PROVIDED IN TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED (THE "AGREEMENT"), AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH FEE AGREEMENT BETWEEN THE COUNTY AND THE COMPANY IN PLACE OF SAID LEASE AGREEMENT; AUTHORIZING THE RECONVEYANCE OF THE PROPERTY SUBJECT TO SUCH LEASE AGREEMENT BY THE COUNTY TO THE COMPANY; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "FILOT Act"), to provide for payment of a fee in lieu of taxes pursuant to the Act through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to Title 4, Chapter 12 of the Code of Laws of South Carolina 1976, as amended (the "Lease Act"), the County Council authorized the execution by the County of a Lease Agreement dated as of December 1, 1997, as amended (the "1997 Lease Agreement") with Orian Rugs, Inc., a South Carolina corporation (the "Company") for the purpose of inducing investment by the Company in certain land, improvements, machinery, equipment, furnishings and fixtures with respect to the Company’s facilities in the County for the manufacture of rugs and related products (the "Project"), through the provision of a fee in lieu of tax benefits thereunder; and

WHEREAS, Section 12-44-170 of the FILOT Act provides that, with the County’s consent, an entity with property subject to an existing fee in lieu of property taxes arrangement under the Lease Act may convert property from the prior arrangement to a fee in lieu of tax arrangement under the FILOT Act and, in such case, such property shall then automatically be considered economic development property as defined in Section 12-44-30(7) of the FILOT Act; and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the proposed Fee in Lieu of Tax Agreement by and between the County and the Company which includes (1) the continuation of fee payments required of the Company under the 1997 Lease Agreement, as amended, and (2) the appropriate provisions and terms to continue the provisions and limitations of the 1997 Lease Agreement (the “Converted Fee Agreement”); and

WHEREAS, it appears that the instrument above referred to, 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; and
NOW, THEREFORE, BE IT ORDAINED by the County Council of Anderson County, South Carolina, as follows:

Section 1. In accordance with Section 4-12-30(C)(4) of the Lease Act and contemporaneous with the conversion described herein, the County Council hereby finds a substantial public benefit and the County approves the extension of the term of the 1997 Lease Agreement to thirty (30) years for each “Annual Increment” of the Project placed in service under the Lease.

Section 2. The terms of the Converted Fee Agreement presented to this meeting and filed with the Clerk to the County Council are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Converted Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council are hereby authorized, empowered and directed to execute, acknowledge and deliver the Converted Fee Agreement in the name and on behalf of the County, and thereupon to cause the Converted Fee Agreement to be delivered to the Company. The Converted Fee Agreement shall be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advise of the County Attorney, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Converted Fee Agreement now before this meeting.

Section 3. If the FILOT Act is ever declared unconstitutional or otherwise found invalid by a court of competent jurisdiction, it is the intention of the County Council that pursuant to the terms of the FILOT Act as well as the terms of the Lease Act, the Company shall be afforded, at its expense, the maximum opportunity to convert the Converted Fee Agreement back to a lease agreement pursuant to the Lease Act, pursuant to terms mutually agreeable to the parties, in order to preserve the benefits of the Company’s fee in lieu of tax arrangements with the County.

Section 4. Pursuant to the terms of Section 12-44-170 of the FILOT Act, the County consents to the conversion of property from the 1997 Lease Agreement to the Converted Fee Agreement. In this regard, the Chairman of County Council and the Clerk to County Council, in compliance with the terms of the 1997 Lease Agreement, are hereby authorized, empowered and directed to execute, acknowledge and deliver such documents, including all releases of leasehold interests and all deeds and bills of sale, along with any terminations of existing agreements, as are necessary to reconvey the property comprising the Project, including but not limited to a Deed, Bill of Sale, and Termination of Memorandum of Lease that the Company has caused or will cause to be prepared and presented to the County.

Section 5. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Converted Fee Agreement and the performance of all obligations of the County thereunder.

Section 6. 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 7. 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. [Signature pages follow.]
Passed and approved this ___ day of ____________, 2019.

(SEAL)

ATTEST:

Rusty Burns
Anderson County Administrator

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert, Clerk to Council
Anderson County, South Carolina

APPROVED AS TO FORM:

Leon C. Harmon, County Attorney
Anderson County, South Carolina

First Reading: January 22, 2019
Second Reading:
Third Reading:
Public Hearing:
STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

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

__________________________
Lacey A. Croegaert
Clerk to Anderson County Council

Dated: ________________, 20__
FEE IN LIEU OF TAX AGREEMENT

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

ORIAN RUGS, INC.

Dated as of ____________, 2019
with an effective date as of December 1, 1997
(as a conversion under Title 12, Chapter 44, Code of Laws of South Carolina 1976, of a Lease Agreement dated as of December 1, 1997 Between Anderson County and Orian Rugs, Inc.)
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EXHIBIT A – DESCRIPTION OF LAND
SUMMARY OF CONTENTS OF
FEE IN LIEU OF TAX AGREEMENT

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

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Orian Rugs, Inc.</th>
<th>Project Code Name:</th>
<th>Orian Rugs Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected Investment:</td>
<td>$10,000,000</td>
<td>Projected Jobs:</td>
<td>N/A</td>
</tr>
<tr>
<td>Location (street):</td>
<td>2415 N Hwy 81 Anderson, SC 29621</td>
<td>Tax Map No.:</td>
<td>See Exhibit A</td>
</tr>
</tbody>
</table>

1. FILOT

- Required Investment: $10,000,000
- Investment Period: Ended.
- Assessment Ratio: 6.0%
- Millage: [207.58 mils] [County to confirm]
- Adjustable or fixed millage: Adjustable every five years.
- Clawback information: See Section 4.03

2. MCIP

- Included in an MCIP: N/A
- If yes, Name & Date: 

3. SSRC

- N/A

4. Other information

- Total Amount: 
- No. of Years: 
- Yearly Increments: 
- Clawback information: 

Ordinance 2019-002
FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AGREEMENT (the “Fee Agreement”) is made and entered into as of __________________________ by and between ANDERSON COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through the Anderson County Council (the “County Council”) as the governing body of the County, and Orian Rugs, Inc., a South Carolina corporation (the “Company”), pursuant to Section 12-44-170, Code of Laws of South Carolina 1976, as amended, as a conversion of a Lease Agreement dated as of December 1, 1997 between the parties.

WITNESSETH:

WHEREAS, pursuant to the provisions of Section 4-12-30, Code of Laws of South Carolina 1976, as amended, the County and the Company did previously enter into a Lease Agreement dated as of December 1, 1997, as amended, (the “Lease Agreement”) for purposes of providing a fee in lieu of tax incentive with respect to the Company’s investment in certain land, improvements, fixtures, machinery, equipment and other tangible personal property at the Company’s facilities in the County for the provision of supply chain distribution services; and

WHEREAS, pursuant to Section 12-44-170, Code of Laws of South Carolina 1976, as amended, the Company has notified the County of its desire to convert the Lease Agreement to a fee in lieu of tax agreement, containing substantially similar material provisions as does the Lease Agreement in respect of fee in lieu of tax payments, term of the arrangement and other payment obligations of the Company, to be governed by the provisions of Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the “FILOT Act”); and the County, pursuant to ordinance of the County Council of Anderson County enacted ________________, has consented to the same; and

WHEREAS, the parties desire to (1) enter into this Fee Agreement in order to provide for the conversion of the Lease Agreement to a fee in lieu of taxes arrangement under the Act, and (2) have this Agreement take effect upon the conveyance by the County to the Company of all portions of the Project currently titled in the name of the County upon payment by the Company of the purchase price therefor as prescribed in Section 10.03 of the Lease Agreement; and

WHEREAS, upon the payment of the purchase price and consummation of the conveyance referred to in the preceding paragraph, this Fee Agreement shall supersede the provisions of the Lease Agreement and, at such time, the Lease Agreement shall be deemed terminated (except for those provisions thereof expressly stated to survive termination); and

WHEREAS, the FILOT Act authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property;

WHEREAS, the Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the continuation of the Project (as defined herein) to constitute a manufacturing facility in the County;

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

WHEREAS, By enactment of an Ordinance on ________________, 2019, the County Council has
authorized the County to enter into this Fee Agreement with the Company which classifies the Project as
Economic Development Property under the FITOT Act and provides for the payment of fees in lieu of taxes
in connection with the Project, all as further described herein.

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

DEFINITIONS

Section 1.01 Definitions

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

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

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

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

"Commencement Date" shall mean the last day of the property tax year during which the Project
or first Phase thereof was placed in service.

"Company" means Orian Rugs, Inc., and any surviving, resulting, or transferee entity in any
merger, consolidation, or transfer of assets, or any other person or entity which may succeed to the rights
and duties of the Company.

"Condemnation Event" shall mean any act of taking by a public or quasi-public authority through
condemnation, reverse condemnation or eminent domain.
“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least Ten Million Dollars ($10,000,000.00) in Economic Development Property subject (non-exempt) to ad valorem taxation (in the absence of this Fee Agreement).

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

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

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

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

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

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

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

“Deficiency Amount” shall have the meaning set forth for such term in Section 4.03(a) hereof.

“Department” shall mean the South Carolina Department of Revenue.

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

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

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

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

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

“Fee Agreement” shall mean this Fee in Lieu of Tax Agreement.

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

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

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

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

“Investment Period” shall mean, and shall be equal to, the Standard Investment Period.

“Land” means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

“Phase” or “Phases” in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

“Project” shall mean the Land and all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to ad valorem taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project, (b) property described in Section 12-44-110(3) of the FILOT Act to the extent the Company and any Sponsor Affiliates invest at least an additional $45,000,000 in the Project, exclusive of such described property, and (c) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

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

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.
“Sponsor Affiliate” shall mean any entity that joined with the Company and that participates in the investment in, or financing of, the Project and which met the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

“Standard Investment Period” shall mean the period that began with the first day of any purchase or acquisition of Economic Development Property and ended the fifth anniversary thereof.

“State” shall mean the State of South Carolina.

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

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

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

Section 1.02 Project-Related Investments

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

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01  Representations, Warranties, and Agreements of the County

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is [207.58] mils.

Section 2.02  Representations, Warranties, and Agreements of the Company

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

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

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of manufacturing rugs and related products, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(c) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d) The Company, together with any Sponsor Affiliates, used commercially reasonable efforts to meet, or cause to be met, the Contract Minimum Investment Requirement within the Investment Period.

[End of Article II]
ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01  The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to construct and acquire the Project. The first Phase of the Project was placed in service during the calendar year ending [December 31, 1998].

(b) Pursuant to the PILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for PILOT payments under the PILOT Act and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all ad valorem taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project.

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

Section 3.02  Diligent Completion

The Company used its reasonable efforts to complete the Project within the Investment Period.

Section 3.03  Filings and Reports

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

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

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

[End of Article III]
ARTICLE IV

FILOT PAYMENTS

Section 4.01   FILOT Payments

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

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the FILOT Act permits the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of [207.58] mills, which millage rate shall be adjustable every five (5) years during the Exemption Period, against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.
In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the PILOT Act and/or the herein-described PILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to ad valorem taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular ad valorem taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted PILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of PILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02  Reserved.

Section 4.03  Reserved.

Section 4.04  Removal of Equipment

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

Section 4.05  PILOT Payments on Replacement Property

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

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

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

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

In the event of a Diminution in Value of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; provided, however, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular ad valorem taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]
ARTICLE V
PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01  Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County’s obligation to provide the FILOT incentive ends, and this Fee Agreement is terminated, if the Company ceases operations at the Project. For purposes of this Section, “ceases operations” means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02  Rights to Inspect

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

Section 5.03  Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein “Confidential Information”). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County “Confidential Information.” The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.
Section 5.04  Limitation of County’s Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for mandamus or specific performance.

Section 5.05  Mergers, Reorganizations and Equity Transfers

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

Section 5.06  Indemnification Covenants

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

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

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

Section 5.07 Qualification in State

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

Section 5.08 No Liability of County’s Personnel

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

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, Nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the
obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

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

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

Section 5.10 Administration Expenses

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

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, at the rate for non-payment of ad valorem taxes under State law and subject to the penalties the law provides until payment.
Section 5.13 Sponsor Affiliates

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

[End of Article V]
ARTICLE VI

DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with any Sponsor Affiliates) failure to meet the Contract Minimum Investment Requirement, other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and
notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any PILOT payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company and any Sponsor Affiliate may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement as to the acting party; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.04 No Waiver

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

[End of Article VI]
ARTICLE VII
MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

Orian Rugs, Inc.
2415 N. Hwy 91
Anderson, SC 29621
Attn: Robert Merritt, CEO

With a copy to:

Frank T. Davis, III
Haynsworth Sinkler Boyd, P.A.
ONE North Main St., 2nd Floor
Greenville, SC 29601

If to the County:

County Administrator
Anderson County
101 S Main St.
Anderson, SC 29624

With a copy to:

Leon C. Harmon, Esq.
Anderson County Attorney
101 S Main St.
Anderson, SC 29624

Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.
Section 7.03 Counterparts

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

Section 7.04 Governing Law

This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 7.05 Headings

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

Section 7.06 Amendments

The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 7.07 Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 7.08 Invalidity; Change in Laws

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

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days’ written notice; provided, however, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party
hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

**Section 7.10 Entire Understanding**

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

**Section 7.11 Waiver**

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

**Section 7.12 Business Day**

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

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

ANDERSON COUNTY, SOUTH CAROLINA

______________________________
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

______________________________
Lacey A. Croegaert, Clerk to Council
Anderson County, South Carolina

[Signature Page 1 to Fee in Lieu of Tax Agreement]
ORIAN RUGS, INC.

By: Robert Merritt
Its: CEO

[Signature Page 2 to Fee in Lieu of Tax Agreement]
EXHIBIT A

LEGAL DESCRIPTION
[**Subject to Company review**]

Parcel 1:

All that certain lot or tract of land in Hopewell Township, School District Number Five, Anderson County, South Carolina containing 1.48 acres, more or less, and being all of that certain tract of land containing 5.72 acres, more or less, as shown on plat made by John C. Smith, surveyor, dated August, 1957, recorded in the office of the Register of Deeds for Anderson County, South Carolina in Plat Book 43, at page 1, and described thereon as follows:

BEGINNING at the southeast corner of said parcel of land at the point of intersection of a public road with the Anderson-Greenville Highway and running thence along said highway N 16-36 E 426.1 feet to a corner in said Anderson-Greenville Highway; thence S 85-15 W 798.6 feet to an iron pin corner; thence S 22-45 E 466 feet to a corner in road; thence along said road S 87-28 E 397.3 feet to the beginning corner.

LESS AND EXCEPT the following parcels:

(1) Lots 1, 2, 3 and 4 as shown on plat made by Frank D. Thompson, Surveyor, dated August 12, 1960, of record in the office of the Register of Deeds for Anderson County in Plat Book 50, at page 139.

(2) Deed of Ralph J. Chasteen to Carroll G. Ayers and Dorothy B. Ayers dated March 12, 1980 and recorded in the office of the Register of Deeds for Anderson County in Deed Book 19-H, at page 444; and

(3) Deed of Ralph J. Chasteen to South Carolina Department of Transportation dated October 13, 1993 and recorded in the office of the Register of Deeds for Anderson County in Records Book 1809, at page 059.

Parcel 2:

ALL that certain lot of land in Hopewell Township, School District Number Five, Anderson County, South Carolina containing .59 acres, more or less, and being shown as Lot Number 3 on plat made at the request of P. W. Chasteen by Frank D. Thompson, Surveyor, dated August 12, 1960, or record in the office of the Register of Deeds for Anderson County, South Carolina in Plat Book 50, at page 139, and as shown thereon said lot fronts 115 feet on the northwestern side of the centerline of S.C. Highway 81 and extends back therefrom between parallel lines to a depth of 225 feet on its northeastern and southwestern boundary lines and having a width of 115 feet on its rear boundary line. Said lot is bounded on the northeast by Lot Number 2, on the southwest by Lot Number 4, on the northwest by other property of P. W. Chasteen and on the southeast by S.C. Highway 81.
Parcel 3:

ALL the certain lot of land in Hopewell Township, School District Number Five, Anderson County, South Carolina containing 0.84 acres, more or less, and being shown as Lot Number 4 on plat made at the request of P. W. Chasteen by Frank D. Thompson, Surveyor, dated August 12, 1960, of record in the office of the Register of Deeds for Anderson County, South Carolina in Plat Book 50, at page 139, and as shown thereon said lot fronts 135.1 feet on S.C. Highway 81 and extends back therefrom on its northeastern boundary for a distance of 225 feet and on its southern boundary for a distance of 231.5 feet and having a width of 190 feet along its rear boundary line.

Parcel 4:

ALL of that certain tract of land in Hopewell Township, School District Number Five (5), Anderson County, South Carolina, containing 11.25 acres, more or less, and being shown as Tract F-1 on plat made by Farmer and Simpson Engineers dated November 28, 1995, revised October 25, 1996 and November 1, 1996 or record in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Slide 736 at pages 8 and 9 and being described thereon as follows: Beginning at an iron pin on the Northwestern side of the right of way for Sam McGee Road (C-10—142), said point being the joint front corners between Lots F-1 and F-2 shown on said plat, thence North 15-12-47 West, 1,450.22 feet to an iron pin, thence North 77-00-34 East 263.87 feet to an iron pin, thence South 19-40-19 East 1,259.00 feet to iron pin, thence South 20-09-04 East 320.25 feet to iron pin on the Northwestern side of the right of way for Sam McGee Road, thence in a Northwesterly directly along the right of way for Sam McGee Road the following courses and distance to wit: North 83-47-54 West 43.50 feet to iron pin, thence South 02-48-22 West 15.04 feet to iron pin, thence North 84-07-03 West 368.60 feet to the beginning corner.
ORDINANCE NO. 2019-003

AN ORDINANCE CONSENTING TO THE CONVERSION BY ANDERSON COUNTY OF CERTAIN RIGHTS OF ORIAN RUGS, INC. (THE “COMPANY”) UNDER THAT CERTAIN LEASE AGREEMENT WITH ANDERSON COUNTY DATED DECEMBER 1, 2003 TO A FEE AGREEMENT ARRANGEMENT AS PROVIDED IN TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED (THE “AGREEMENT”), AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH FEE AGREEMENT BETWEEN THE COUNTY AND THE COMPANY IN PLACE OF SAID LEASE AGREEMENT; AUTHORIZING THE RECONVEYANCE OF THE PROPERTY SUBJECT TO SUCH LEASE AGREEMENT BY THE COUNTY TO THE COMPANY; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Anderson County, South Carolina (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “FILOT Act”), to provide for payment of a fee in lieu of taxes pursuant to the Act through which powers the industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to Title 4, Chapter 12 of the Code of Laws of South Carolina 1976, as amended (the “Lease Act”), the County Council authorized the execution by the County of a Lease Agreement dated as of December 1, 2003 (the “2003 Lease Agreement”) with Orian Rugs, Inc., a South Carolina corporation (the “Company”) for the purpose of inducing investment by the Company in certain land, improvements, machinery, equipment, furnishings and fixtures with respect to the Company’s facilities in the County for the manufacture of rugs and related products (the “Project”), through the provision of a fee in lieu of tax benefits thereunder; and

WHEREAS, Section 12-44-170 of the FILOT Act provides that, with the County’s consent, an entity with property subject to an existing fee in lieu of property taxes arrangement under the Lease Act may convert property from the prior arrangement to a fee in lieu of tax arrangement under the FILOT Act and, in such case, such property shall then automatically be considered economic development property as defined in Section 12-44-30(7) of the FILOT Act; and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the proposed Fee in Lieu of Tax Agreement by and between the County and the Company which includes (1) the continuation of fee payments required of the Company under the 2003 Lease Agreement, as amended, and (2) the appropriate provisions and terms to continue the provisions and limitations of the 2003 Lease Agreement (the “Converted Fee Agreement”); and

WHEREAS, it appears that the instrument above referred to, 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; and

HSB 5678686 v.1
Ordinance 2019-003
NOW, THEREFORE, BE IT ORDAINED by the County Council of Anderson County, South Carolina, as follows:

Section 1. In accordance with Section 4-12-30(C)(4) of the Lease Act and contemporaneous with the conversion described herein, the County Council hereby finds a substantial public benefit and the County approves the extension of the term of the 2003 Lease Agreement to thirty (30) years for each “Annual Increment” of the Project placed in service under the Lease.

Section 2. The terms of the Converted Fee Agreement presented to this meeting and filed with the Clerk to the County Council are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Converted Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council are hereby authorized, empowered and directed to execute, acknowledge and deliver the Converted Fee Agreement in the name and on behalf of the County, and thereupon to cause the Converted Fee Agreement to be delivered to the Company. The Converted Fee Agreement shall be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advise of the County Attorney, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Converted Fee Agreement now before this meeting.

Section 3. If the FILOT Act is ever declared unconstitutional or otherwise found invalid by a court of competent jurisdiction, it is the intention of the County Council that pursuant to the terms of the FILOT Act as well as the terms of the Lease Act, the Company shall be afforded, at its expense, the maximum opportunity to convert the Converted Fee Agreement back to a lease agreement pursuant to the Lease Act, pursuant to terms mutually agreeable to the parties, in order to preserve the benefits of the Company’s fee in lieu of tax arrangements with the County.

Section 4. Pursuant to the terms of Section 12-44-170 of the FILOT Act, the County consents to the conversion of property from the 2003 Lease Agreement to the Converted Fee Agreement. In this regard, the Chairman of County Council and the Clerk to County Council, in compliance with the terms of the 2003 Lease Agreement, are hereby authorized, empowered and directed to execute, acknowledge and deliver such documents, including all releases of leasehold interests and all deeds and bills of sale, along with any terminations of existing agreements, as are necessary to reconvey the property comprising the Project, including but not limited to a Deed, Bill of Sale, and Termination of Memorandum of Lease that the Company has caused or will cause to be prepared and presented to the County.

Section 5. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Converted Fee Agreement and the performance of all obligations of the County thereunder.

Section 6. 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 7. 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. [Signature pages follow.]
Passed and approved this ___ day of ____________, 2019.

(SEAL)

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey A. 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: January 22, 2019
Second Reading:
Third Reading:
Public Hearing:
STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

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

______________________________
Lacey A. Croegaert
Clerk to Anderson County Council

Dated: ________________, 20__
FEE IN LIEU OF TAX AGREEMENT

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

ORIAN RUGS, INC.

Dated as of _____________, 2019
with an effective date as of December 1, 2003
(as a conversion under Title 12, Chapter 44, Code
of Laws of South Carolina 1976, of a
Lease Agreement dated as of December 1, 2003
Between Anderson County and Orian Rugs, Inc.)
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EXHIBIT A – DESCRIPTION OF LAND
SUMMARY OF CONTENTS OF
FEE IN LIEU OF TAX AGREEMENT

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

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Orian Rugs, Inc.</th>
<th>Project Code Name:</th>
<th>Orian Rugs Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected Investment:</td>
<td>$8,000,000</td>
<td>Projected Jobs:</td>
<td>N/A</td>
</tr>
<tr>
<td>Location (street):</td>
<td>2415 N Hwy 81 Anderson, SC 29621</td>
<td>Tax Map No.:</td>
<td>See Exhibit A</td>
</tr>
</tbody>
</table>

1. FILOT

| Required Investment: | $8,000,000 | Required Jobs: | N/A |
| Investment Period: | Ended. | Ordinance No./Date: | [To come] |
| Assessment Ratio: | 6.0% | Term (years): | 30 years |
| Millage: | 264.0 mils | Net Present Value (if yes, discount rate): | N/A |
| Adjustable or fixed millage: | Fixed. | | |
| Clawback information: | See Section 4.03 | | |

2. MCIP

| Included in an MCIP: | N/A. | If yes, Name & Date: | |

3. SSRC

| Total Amount: | N/A; complete. | No. of Years | |
| Yearly Increments: | | Clawback information: | |

4. Other information
FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AGREEMENT (the “Fee Agreement”) is made and entered into as of ____________ by and between ANDERSON COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through the Anderson County Council (the “County Council”) as the governing body of the County, and Orian Rugs, Inc., a South Carolina corporation (the “Company”), pursuant to Section 12-44-170, Code of Laws of South Carolina 1976, as amended, as a conversion of a Lease Agreement dated as of December 1, 2003 between the parties.

WITNESSETH:

WHEREAS, pursuant to the provisions of Section 4-12-30, Code of Laws of South Carolina 1976, as amended, the County and the Company did previously enter into a Lease Agreement dated as of December 1, 2003 (the “Lease Agreement”) for purposes of providing a fee in lieu of tax incentive with respect to the Company’s investment in certain land, improvements, fixtures, machinery, equipment and other tangible personal property at the Company’s facilities in the County for the provision of supply chain distribution services; and

WHEREAS, pursuant to Section 12-44-170, Code of Laws of South Carolina 1976, as amended, the Company has notified the County of its desire to convert the Lease Agreement to a fee in lieu of tax agreement, containing substantially similar material provisions as does the Lease Agreement in respect of fee in lieu of tax payments, term of the arrangement and other payment obligations of the Company, to be governed by the provisions of Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the “FILOT Act”); and the County, pursuant to ordinance of the County Council of Anderson County enacted ________________, has consented to the same; and

WHEREAS, the parties desire to (1) enter into this Fee Agreement in order to provide for the conversion of the Lease Agreement to a fee in lieu of taxes arrangement under the Act, and (2) have this Agreement take effect upon the conveyance by the County to the Company of all portions of the Project currently titled in the name of the County upon payment by the Company of the purchase price therefor as prescribed in Section 10.03 of the Lease Agreement; and

WHEREAS, upon the payment of the purchase price and consummation of the conveyance referred to in the preceding paragraph, this Fee Agreement shall supersede the provisions of the Lease Agreement and, at such time, the Lease Agreement shall be deemed terminated (except for those provisions thereof expressly stated to survive termination); and

WHEREAS, the FILOT Act authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property;

WHEREAS, the Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the continuation of the Project (as defined herein) to constitute a manufacturing facility in the County;

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

WHEREAS, By enactment of an Ordinance on _________________. 2019, the County Council has
authorized the County to enter into this Fee Agreement with the Company which classifies the Project as
Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes
in connection with the Project, all as further described herein,

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

DEFINITIONS

Section 1.01 Definitions

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

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

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


“Commencement Date” shall mean the last day of the property tax year during which the Project
or first Phase thereof was placed in service.

“Company” means Orian Rugs, Inc., and any surviving, resulting, or transferee entity in any
merger, consolidation, or transfer of assets, or any other person or entity which may succeed to the rights
and duties of the Company.

“Condemnation Event” shall mean any act of taking by a public or quasi-public authority through
condemnation, reverse condemnation or eminent domain.
"Contract Minimum Investment Requirement" shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least Eight Million Dollars ($8,000,000.00) in Economic Development Property subject (non-exempt) to ad valorem taxation (in the absence of this Fee Agreement).

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

"County Administrator" shall mean the County Administrator, or the person holding any successor office of the County.

"County Assessor" shall mean the County Assessor, or the person holding any successor office of the County.

"County Auditor" shall mean the County Auditor, or the person holding any successor office of the County.

"County Council" shall mean County Council, the governing body of the County.

"County Treasurer" shall mean the County Treasurer, or the person holding any successor office of the County.

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

"Deficiency Amount" shall have the meaning set forth for such term in Section 4.03(a) hereof.

"Department" shall mean the South Carolina Department of Revenue.

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

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

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

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

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

"Fee Agreement" shall mean this Fee in Lieu of Tax Agreement.

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

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

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

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

"Investment Period" shall mean, and shall be equal to, the Standard Investment Period.

"Land" means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

"Phase" or "Phases" in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word "Phase" shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

"Project" shall mean the Land and all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to ad valorem taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project, (b) property described in Section 12-44-110(3) of the FILOT Act to the extent the Company and any Sponsor Affiliates invest at least an additional $45,000,000 in the Project, exclusive of such described property, and (c) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

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

"Replacement Property" shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.
“Sponsor Affiliate” shall mean any entity that joined with the Company and that participates in the investment in, or financing of, the Project and which met the requirements under the PILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

“Standard Investment Period” shall mean the period that began with the first day of any purchase or acquisition of Economic Development Property and ended the fifth anniversary thereof, unless otherwise extended.

“State” shall mean the State of South Carolina.

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

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

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

Section 1.02 Project-Related Investments

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

[End of Article I]
ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 264.0 mils.

Section 2.02 Representations, Warranties, and Agreements of the Company

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

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

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of manufacturing rugs and related products, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(c) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d) The Company, together with any Sponsor Affiliates, used commercially reasonable efforts to meet, or cause to be met, the Contract Minimum Investment Requirement within the Investment Period.

[End of Article II]
ARTICLE III
COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to construct and acquire the Project. The first Phase of the Project was placed in service during the calendar year ending December 31, 2003.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all ad valorem taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project.

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

Section 3.02 Diligent Completion

The Company used its reasonable efforts to complete the Project within the Investment Period.

Section 3.03 Filings and Reports

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

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

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

[End of Article III]
ARTICLE IV

FILOT PAYMENTS

Section 4.01  FILOT Payments

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

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the FILOT Act permits the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of 264.0 mils, which millage rate shall be fixed during the Exemption Period, against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.
(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to ad valorem taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular ad valorem taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 Reserved.

Section 4.03 Reserved.

Section 4.04 Removal of Equipment

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

Section 4.05 FILOT Payments on Replacement Property

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

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

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

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

In the event of a Diminution in Value of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; provided, however, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular ad valorem taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]
ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County’s obligation to provide the FILOT incentive ends, and this Fee Agreement is terminated, if the Company ceases operations at the Project. For purposes of this Section, “ceases operations” means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

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

Section 5.03 Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein “Confidential Information”). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County “Confidential Information.” The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.
Section 5.04  Limitation of County’s Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for mandamus or specific performance.

Section 5.05  Mergers, Reorganizations and Equity Transfers

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

Section 5.06  Indemnification Covenants

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

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

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

Section 5.07 Qualification in State

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

Section 5.08 No Liability of County’s Personnel

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

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all
or any of their rights and interests under this Fee Agreement or with respect to all or any part of the
Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of
such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part
of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease,
synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar
arrangement or succession of such arrangements, regardless of the identity of the income tax owner of
such portion of the Project, whereby the transferee in any such arrangement leases the portion of the
Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or
any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any
Sponsor Affiliate. In order to preserve the PILOT benefit afforded hereunder with respect to any portion
of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any
transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing
arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the
Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent
ratification of the County which consent or subsequent ratification may be granted by the County in its
sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the
Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the
obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

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

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

Section 5.10 Administration Expenses

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

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, at the rate for non-payment of ad valorem taxes under State law and subject to the penalties the law provides until payment.
Section 5.13  Sponsor Affiliates

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

[End of Article V]
ARTICLE VI
DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company's (together with any Sponsor Affiliates) failure to meet the Contract Minimum Investment Requirement, other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and
notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of \textit{ad valorem} taxes to collect any PILOT payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company and any Sponsor Affiliate may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement as to the acting party; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

\textbf{Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses}

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

\textbf{Section 6.04 No Waiver}

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

[End of Article VI]
ARTICLE VII
MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

Orian Rugs, Inc.
2415 N. Hwy 91
Anderson, SC 29621
Attn: Robert Merritt, CEO

With a copy to:

Frank T. Davis, III
Haynsworth Sinkler Boyd, P.A.
ONE North Main St., 2nd Floor
Greenville, SC 29601

If to the County:

County Administrator
Anderson County
101 S Main St.
Anderson, SC 29624

With a copy to:

Leon C. Harmon, Esq.
Anderson County Attorney
101 S Main St.
Anderson, SC 29624

Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any
entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of
the County has been transferred.

Section 7.03 Counterparts

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

Section 7.04 Governing Law

This Fee Agreement and all documents executed in connection herewith shall be construed in
accordance with and governed by the laws of the State.

Section 7.05 Headings

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

Section 7.06 Amendments

The provisions of this Fee Agreement may only be modified or amended in writing by any
agreement or agreements entered into between the parties.

Section 7.07 Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County
agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments
as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and
reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the
purposes of this Fee Agreement.

Section 7.08 Invalidity; Change in Laws

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

Section 7.09 Termination by Company
The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; provided, however, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

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

ANDERSON COUNTY, SOUTH CAROLINA

_________________________
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

_________________________
Lacey A. Croegaert
Anderson County Clerk to Council

[Signature Page 1 to Fee in Lieu of Tax Agreement]
ORIAN RUGS, INC.

By: Robert Merritt
Its: CEO

[Signature Page 2 to Fee in Lieu of Tax Agreement]
EXHIBIT A

LEGAL DESCRIPTION
[**Subject to Company review**]

All of Grantor's right, title and interest, if any, in and to (a) the land and all buildings, improvements and structures thereon shown as the "Expansion Area" on that particular "Orian Rugs - Building Expansion Landscape and Overall Vicinity Plan" prepared by Dunn and Associates Engineering, Inc. and dated March 1, 2004, a copy of which is attached hereto as Item A; (b) all building equipment and personal property used in the operation and maintenance of the Expansion Area, whether or not affixed to this area, including without limitation, fixtures, machinery, apparatus, fittings, elevators, tools, air conditioning systems and equipment; and (c) all additions, alterations, restorations, repairs and replacements or any of the foregoing within the Expansion Area.

Being:

(1) all of the property acquired by the Grantor herein by deed of Anderson County, South Carolina dated December 20, 2005, and recorded in Deed Book 1139 at Page 302e. [Part of Tax Map # 146-00-09-007-000]; and

(2) a portion of the property acquired by the Grantor herein by deed of Anderson County, South Carolina dated March 24, 1982 and recorded in Deed Book 19T and Page 243 [Part of Tax Map # 146-00-09-003-000].
ORDINANCE NO. 2019-004

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, BY ADDING SECTION 38-184 TITLED SUBSTANCE ABUSE TREATMENT FACILITIES; AND OTHER MATTERS RELATED THERETO

WHEREAS, the County Council desires to enhance compatibility between various substance abuse treatment facilities and other uses and areas around such facilities;

WHEREAS, Anderson County Council, pursuant to the South Carolina Constitution and the laws of the State of South Carolina has the power and duty to provide for the general health, safety, and welfare of Anderson County and to exercise police power; and

WHEREAS, Anderson County Council desires to enact certain standards for the location of substance abuse treatment facilities within unincorporated areas of the County.

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

1. The Code of Ordinances of Anderson County, South Carolina is hereby amended by adding Section 38-184 which section reads as follows:

Sec. 38-184-Substance Abuse Treatment Facilities.

In order to enhance compatibility between substance abuse treatment facilities and other uses and areas around them, the location of such uses in the county shall be subject to supplemental siting criteria of this section:

(1) If a license from DHEC is required for a proposed substance abuse treatment facility it must be obtained before the County issues a County land use permit. The DHEC license shall be valid and have been issued within six months of the date of the request for the county permit.

(2) Location of substance abuse facilities:
   a. The place of business cannot be located within 2,500 feet of a church, school, or playground as defined in Section 44-34-110 of the Code of Laws of South Carolina, 1976, as amended.
   b. These distances in this section shall be computed by following the shortest route of ordinary pedestrian or vehicular travel along the public thoroughfare from the nearest point of the grounds in use as part of the church, school, or playground.
   c. Any substance abuse treatment facility shall meet any and all applicable requirements relating to setbacks, bufferyards and parking standards.
2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.

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

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

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

ORDAINED in meeting duly assembled this _______ day of ________, 2019.

ATTEST: FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: January 22, 2019
Second Reading:
Third Reading:
Public Hearing:
Applicant: Ridgecliff, LLC
Current Owner: Anderson University
Property Address: 2729 Highway 29 North/Cox Road
Precinct: Hammond School
Council District: 7
TMS #(s): 173-00-04-025
Acreage: +/- 108.61
Current Zoning: PD
Requested Zoning: PD Amendment
Surrounding Zoning: North: R-A and R-20
South: Unzoned
East: R-20 and C-2
West: R-A

Evaluation:
This request is to amend the 2004 approved planned development for Kay’s Hill Subdivision. The request includes a change in name to Rocky River Subdivision and a change in the layout of the subdivision, through the movement of the amenity area. This change in site plan has been deemed a major change, necessitating the amendment request. No alterations have been made to the previously approved statement of intent, other than the proposed development’s name.

Pending rezoning, the applicant will be required to obtain preliminary plat approval through the Planning Commission, in order to develop the site.

The property is located at the corner of Highway 29 North (US Hwy - principal arterial) and Cox Road (County – major urban collector). This site is serviced by the County Sheriff’s office, EMS Zone 4-2 and Broadway Fire Station 8 for emergency services.

The Future Land Use Map in the County’s Comprehensive Plan (2016) identifies the area as residential and/or agricultural.
Ordinance 2019-005
Page 2 of 2

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

- December 20: Rezoning notification postcards sent to 89 property owners within 2,000' of the subject property;
- December 21: Rezoning notification signs posted on subject property;

Public Feedback: To date, staff has received 2 requests for more information.

Staff Recommendation: Due to the compatibility with the previously approved Statement of Intent, surrounding area and future land use map, staff recommends approval of this request.

Zoning Advisory Group Recommendation: The District 7 Zoning Advisory Group did not meet on January 2, 2019 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 January 9, 2019 and after a duly noted public hearing recommended APPROVAL of a request for PD Amendment. The vote was 6 in favor, 0 opposed, 1 abstention and 0 absent.
# Rezoning Request Recommendation

**January 9, 2019**

<table>
<thead>
<tr>
<th>Date of Planning Commission Meeting</th>
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**Project Information**

<table>
<thead>
<tr>
<th>Name of Applicant:</th>
<th>Ridgecliff, LLC</th>
</tr>
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<tbody>
<tr>
<td>Property Location:</td>
<td>2729 Highway 29 North and Cox Road</td>
</tr>
<tr>
<td>County Council District:</td>
<td>Seven</td>
</tr>
<tr>
<td>School District:</td>
<td>Five</td>
</tr>
<tr>
<td>Total Acreage:</td>
<td>+/- 108.61</td>
</tr>
<tr>
<td>Current Land Use:</td>
<td>Vacant</td>
</tr>
<tr>
<td>Current Zoning:</td>
<td>Planned Development (approved 2004)</td>
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<tr>
<td>Requested Zoning:</td>
<td>Amendment to PD</td>
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<tr>
<td>Purpose of Rezoning:</td>
<td>Change in subdivision layout and change name of development</td>
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**Recommendation**

<table>
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<th>Recommendation Rendered:</th>
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**Reason(s) for Denial, if applicable:**

- Compatibility with Future Land Use Map
- Availability of Infrastructure Support
- Compatibility with Traffic Levels
- Compatibility with Surrounding Properties
- Use and Value of Surrounding Properties
- Other (please elaborate): |

**Explanation of Reasons:**

<table>
<thead>
<tr>
<th>Planning Commission Presiding Chairman:</th>
<th>DAVID COTHRAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td></td>
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<tr>
<td>Date:</td>
<td>Jan. 9, 2019</td>
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**For Office Use Only:**

<table>
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<tr>
<th>Scheduled Advisory Public Session Date:</th>
<th>1-2-19</th>
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<tbody>
<tr>
<td>Citizens' Advisory Recommendation:</td>
<td>NA / No Quorum</td>
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<tr>
<td>Scheduled Commission Public Hearing Date:</td>
<td>1-9-19</td>
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<tr>
<td>Planning Commission Recommendation:</td>
<td>Approval</td>
</tr>
<tr>
<td>Scheduled Council Public Hearing Date:</td>
<td>3-5-19</td>
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<tr>
<td>County Council Decision:</td>
<td></td>
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</table>
Rezoning Application

Date of Application Completion: 12/5/18
Application Status (Approved or Denied):

Applicant's Information

Name: Ridgecliff, LLC
Mailing Address: 4983 Rabbit Farm Rd, Loganville, GA 30052
Telephone and Fax: 770-913-8465 E-Mail: danny1030k@gmail.com

Owner's Information

(If Different from Applicant)

Name: Anderson University
Mailing Address: 316 Boulevard
Telephone and Fax: 864-231-2100 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.

Edward Brown
Owner's Signature

Date: 11-30-18

Project Information

Property Location: 2729 Hwy 29 North / Cox Road
Parcel Number(s)/TMS: 173-00-04-025
County Council District: School District: Midway
Total Acreage: 108.61 Current Land Use: Residential
Current Zoning: P.D Requested Zoning: P.D Amendment
Purpose of Rezoning: Approval to relocate amenity area
from Cox Road Entrance to Interior of Property
per Cox Road conceptual plan.
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: 12/15/18

For Office Use Only:

Application Received By: CMYERS Date Complete Application Received: 12-10-2018
Scheduled Advisory Public Meeting Date: 1-2-2019 Zoning Advisory Recommendation: __________
Scheduled Commission Public Hearing Date: 1-8-2019 Planning Commission Recommendation: __________
Scheduled Council Public Hearing Date: 2-6-2019 County Council Decision: __________
Statement of Intent

Rocky River Subdivision
Highway 29 and Cox Road
Anderson, South Carolina 29621

The intent of this application for rezoning is to seek approval to relocate the amenity area for the development to the interior of the property as shown on the attached Cox Road Conceptual Plan. Prior approval was for amenity area to be located at entrance of Cox Road which topography is not feasible.
1.0 PURPOSE

This Statement of Intent describes the Rockledge Planned Development, which will contain single-family detached homes to be constructed on approximately 110 acres at the intersection of US Highway 29 and Cox Road in Anderson County.

2.0 EXISTING ZONING

The site is currently zoned RF, Single-Family Residential, in Anderson County.

3.0 DEVELOPMENT SCHEME

The project will be developed in phases, with the site work and construction in the initial phase to commence as soon as zoning is complete and all necessary permits are obtained. The exact number of phases and units in each phase will be determined by market demand. The development will not exceed 25 units. The project will have a density of approximately 2.5 dwelling units per acre.

Recreation amenities will be developed within the community and will include a community pool, cabana/pool house, picnic area and walking trails.

The precise configuration of the community will be determined by a team consisting of the developer, the home builder, professional land-use planners, site plan engineers and environmental engineers in consultation with the appropriate regulatory authorities.

Individual lots will vary in widths ranging from 60 feet at the building line to 90 feet at the building line. No lot will consist of less than 8000 square feet.

The single-family homes will be a combination of one and two-story dwellings. The exterior finishes will be a combination of vinyl, brick, stucco or stone. All lawns will be landscaped and the front yards will be sodded by the builder. The homes will be a combination of slab, crawl-space and basement dwellings depending upon the topography of the individual lots.
4.0 ACCESS, UTILITIES AND SITE CONDITIONS

A. Community Entrances will be developed on Highway 29 and Cox Road with decorative and functional entrance features that are appropriately and attractively landscaped.

B. Sanitary Sewer service will be handled by a new gravity system that will be constructed by the developer and which will tie into the existing system owned and operated by the Anderson County Sewer Authority.

C. Water Service for the project is available on Highway 29 and Cox Road. Water lines and connections will be constructed by the developer and dedicated to the Big Creek Water District.

D. Electricity is available from Duke Power Company and underground service will be installed within the community.

E. Natural Gas is available from Piedmont Natural Gas and service lines will be installed within the community to homes that will be served by natural gas.

5.0 STORM WATER MANAGEMENT

Storm water will be managed by a system constructed by the developer and designed to meet or exceed local, state and federal regulations involving storm flow and silt and erosion control. Any necessary ponds or detention areas will be appropriately landscaped, screened or fenced in accordance with applicable regulations. Storm water will be released into existing natural drainage areas without adverse impact on existing flows. The storm water management system will be maintained by a property owners association through dues paid by all residents in the development.

6.0 GROUP MAINTENANCE AGREEMENT

A property owners association (POA) will be established to own and maintain all common areas and improvements constructed within those common areas. Funding for common area maintenance and other association activities will be provided by pro-rata contributions from all property owners in the form of POA dues pursuant to a recorded Declaration of Covenants and Restrictions. The Declaration will also contain other provisions appropriate to provide proper control of the design, construction, use and maintenance of residences and related improvements and to ensure the safety of all residents of the development.
STATEMENT OF INTENT

for

KAY'S HILL SUBDIVISION

HIGHWAY 29 & COX ROAD

ANDERSON, SOUTH CAROLINA

JULY 9, 2004
1.0 PURPOSE

This Statement of Intent describes the Kay’s Hill Planned Development, which will contain single-family detached homes to be constructed on approximately 110 acres at the intersection of US Highway 29 and Cox Road in Anderson County.

2.0 EXISTING ZONING

The site is currently zoned R-A Single-Family Residential, in Anderson County.

3.0 DEVELOPMENT SCHEME

The project will be developed in phases, with the site work and construction in the initial phase to commence as soon as zoning is complete and all necessary permits are obtained. The exact number of phases and units in each phase will be determined by market demand. The development will not exceed 275 units. The project will have a density of approximately 2.5 dwelling units per acre.

Recreation amenities will be developed within the community and will include a community pool, cabana/pool house, picnic area and walking trails.

The precise configuration of the community will be determined by a team consisting of the developer, the home builder, professional land-use planners, site plan engineers and environmental engineers in consultation with the appropriate regulatory authorities.

Individual lots will vary in widths ranging from 60 feet at the building line to 90 feet at the building line. No lot will consist of less than 8000 square feet.

The single-family homes will be a combination of one and two-story dwellings. The exterior finishes will be a combination of vinyl, brick, stucco or stone. All lawns will be landscaped and the front yards will be sodded by the builder. The homes will be a combination of slab, crawl-space and basement dwellings depending upon the topography of the individual lots.
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C. Water Service for the project is available on Highway 29 and Cox Road. Water lines and connections will be constructed by the developer and dedicated to the Big Creek Water District.

D. Electricity is available from Duke Power Company and underground service will be installed within the community.

E. Natural Gas is available from Piedmont Natural Gas and service lines will be installed within the community to homes that will be served by natural gas.

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AMENDMENT

TO

STATEMENT OF INTENT

For Kay’s Hill Subdivision
Highway 29 & Cox Road
Anderson, South Carolina
Dated July 9, 2004

The first paragraph of Section 3.0 entitled "DEVELOPMENT statement, "The development will not exceed 275 units" and as follows: "The development will not exceed 255 units."

Sca
August 22, 2018

Ashley Nietzer
Ridgecliff, LLC

RE: 2729 Hwy 29N
Proposed 250 lot Development

Dear Ms. Nietzer:

Anderson County does have sewer line capacity for the above-referenced project and the proposed approximate 250 residences. Anderson County sets aside capacity in its system on a “first come first served basis” as determined when all fees are paid. Capacity for this project will not be set aside until all paperwork is completed and fees paid to Anderson County Wastewater Management. All lines must be inspected and approved.

If you have any questions or need any additional information, give me a call at (864) 260-4023.

Sincerely,

Timothy A Haynes
Engineer
To whom it may concern,

Please know that Piedmont Natural Gas does have an 8" natural gas main along Cox Rd. all the way through to Hwy 29 N. in Anderson, SC. This line carries adequate capacity to serve this newly proposed Rocky River subdivision. Please encourage the developer to get in contact with me as soon as the layout becomes final. At that time, we can enter into conversations about what commitments are going to be made relative to the use of natural gas.

I look forward to working on this project moving forward.

Respectfully,

Sean

Piedmont Natural Gas

T Sean Leahey
Commercial/Residential Sales Specialist
P 864.716.4602 F 864.261.4122 M 864.844.0091
sean.leahey@duke-energy.com
PO Box 13137
Anderson, SC 29624
24-Hour Customer Service: 1-800-752-7504

From: Danny Herrmann [mailto:danny1030k@gmail.com]
Sent: Tuesday, December 11, 2018 2:13 PM
To: Leahey, Sean <Sean.Leahey@duke-energy.com>
Subject: 2729 Hwy 29 N. Anderson S C 29621 (Rocky River)
December 12, 2018

Danny Herrmann
Ridgecliff, LLC
4983 Rabbit Farm Rd
Loganville, GA 30052
(770) 913-8465

Subject: Letter of Electric Availability

Dear Mr. Herrmann:

This letter confirms that Duke Energy can provide electric service to the proposed site at 2729 Hwy 29 N, Anderson, SC (tax ID 173-00-04-025) provided all necessary easements, permits and rights-of-way can be obtained. Please call Aubrey Dixon at Duke Energy at (864) 276-9869 when your construction plans are complete so we can discuss your electrical service requirements.

Duke Energy appreciates the opportunity to provide your electric service.

Sincerely,

Kandace S. Collins

Kandace S. Collins
Engineering Design Associate
425 Fairforest Way
Greenville, SC 29607
(864) 234-4153
Kandace.Collins@duke-energy.com
11 December 2018

Ridgecliff, LLC.
Danny K. Hermann
(No other contact information provided)


Mr. Hermann,

Hammond Water District is the potable water provider for this area. We currently have existing water mains located on both Cox Road and U.S. 29. We do have the ability to provide potable water to these parcels of land.

Please understand that there may be offsite water main extensions that will be required in order to provide adequate fire protection availability to this development. All costs associated with the water main installation will be at the expense of the owner/developer.

If you have any further questions regarding this development, please feel free to contact me.

Sincerely,

Chuck Cortez
Manager, Hammond Water District.
Rezoning Request
2729 Highway 29 North
PD Amendment
Rezoning Request
2729 Highway 29 North
PD Amendment
Future Land Use
- Agriculture
- Commercial
- Residential

Rezoning Request
2729 Highway 29 North
PD Amendment
RESOLUTION R2019-002

A RESOLUTION EXPRESSING INTENT TO CEASE COUNTY MAINTENANCE ON AND TO AUTHORIZE COUNTY CONSENT TO JUDICIAL ABANDONMENT AND CLOSURE OF A PORTION OF DIANNA STREET DESIGNATED AS C-09-0304A; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Dianna Street (the “Road”) is currently a paved Anderson County (the “County”) public road, and,

WHEREAS, the portion of the Road proposed to be closed extends 197 feet from Lewis Street (S-04-47) and exists on two parcels of property identified as Anderson County tax map numbers 124-06-02-018 and 124-06-03-001, all of which has common ownership, as shown on the map prepared by Anderson County Roads and Bridges Department on December 12, 2018 attached hereto as Exhibit A and incorporated herein by reference;

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

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

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

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

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

1. Anderson County, acting by and through its County Council, consents to the judicial abandonment and closure of Dianna Street (C-09-0304A) by the property owners.

2. In the event Dianna Street (C-09-0304A) is closed by a Judicial Order, the county shall immediately cease all maintenance of this Road.
3. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

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

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

RESOLVED this 5th day of February, 2019, in meeting duly assembled.

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey A. Croegaert
Clerk to County Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney
Roadway Abandonment Petition

*Only one signature per household will be counted

Date: Oct 11, 2018

I am the Contact Person for this road and will be responsible for the expedition of information between the Anderson County Roads & Bridges Engineering Section and the landowners on the proposed road.

Name: Veronica Lynn Smith-King
Mailing Address: 923 Lewis St
City: Anderson
Telephone #: (864) 401-8825

Road Name: Dianna St. c-9-3044

Reason for abandonment: Road is crumpling, people use to run from law, too narrow, only one home on road, waste of taxpayers money, unsafe, not enough traffic to be considered a road, other roads in which people can use. No business's.

We, the undersigned landowners, do petition Anderson County Roads & Bridges to abandon the road, or portion of road, named above.

Signature (Do not print)  Address  Phone Number

(Daehan Smith)  911 Lewis St. Anderson  225-6214
(Daehan Smith)  914 Lewis St. Anderson  224-7252
(Neal Smith)  923 Lewis St  401-8825
(Jared Kirby)  923 Lewis St. 401-8825

__________________________  ____________________________  ____________________________
__________________________  ____________________________  ____________________________
__________________________  ____________________________  ____________________________
Dear Sirs: Madame of Anderson County Council,

I live at 413 Harris St., Anderson, S.C. 29624, in which my driveway is off of Harris St.

I am petitioning you all truthfully begging you all to allow from my property line on Harris St. up to Harris St. to be closed, due to hard drumbling, sidewalk washing off road and yards, and being used as an escape to gain a easy way into the old golf course after they have stolen thing's from Wal-Mart.

It would in no way interfer with any business issues on private property, since it would start cutting...
property line or Dianne St.

There are 7 access roads in which to get to 28 by-pass in such a short of a distance to have 7 access unnecessary.

I would offer whole-heartly any permission to anyone who accidentally turned down Dianne after closure to use my drive to turn around in.

Thank you for taking the time to take this matter into consideration.

Sincerely,
Dorothy Smith
MEMORANDUM
ANDERSON COUNTY ROADS AND BRIDGES

DATE: January 22, 2019
TO: Mr. Rusty Burns, County Administrator
FROM: Matt Hogan, Roads and Bridges Manager
SUBJECT: Proposed abandonment of a section of Dianna Street, C-09-0304A

Council District Two

Please find attached information regarding the proposed abandonment of the section of Dianna Street, C-09-0304A, from Lewis Street to end of property line of TMS 124-06-03-001. Property owners have requested abandonment due to speeding traffic and for safety reasons.

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

Notification signs were posted on the road on November 19, 2018. Signs were in place for 30 days on December 19, 2018.

Notification of the proposed abandonment was mailed to Emergency Service providers and Anderson School District Five Transportation Department. Anderson School District has no issue with the road abandonment. They do not utilize Dianna Street for buses. No response was received from Emergency Services.

Our department has conducted a thorough investigation of this road.

- Public notification signs were posted for 30 days
- There were no inquiries
- Section of road is in general public use
- Road runs from Lewis Street (S-4-47) for 197 linear feet westerly
- The paved road is feet 21 wide
- Prescriptive right-of-way
- Average Daily Traffic Count is 75 cars per day
Peoples Bank, who owns the gas stations at the most northwest corner of Dianna Street and Highway 28 By-pass prefers the road remain open as not to affect the sale of the property.

With the information provided, I do not recommend Anderson County abandon interest in this section of Dianna Street at this time.

Photographs and location map are enclosed for your convenience.

Enclosures
Roadway Abandonment Petition

*Only one signature per household will be counted

Date: Oct 11, 2018

I am the Contact Person for this road and will be responsible for the expedition of information between the Anderson County Roads & Bridges Engineering Section and the landowners on the proposed road.

Name: Veronica Lynn Smith-King
Mailing Address: 923 Lewis St
City: Anderson State: SC Zip: 29624
Telephone #: (864) 401-8825

Road Name: Dianna St C-9-304A

Reason for abandonment: Road is crumbling people use to run farm lawns to access own home on road, waste of taxpayers money, unsafe, not enough traffic to be considered a road. Other roads in which people can use. No business.

We, the undersigned landowners, do petition Anderson County Roads & Bridges to abandon the road, or portion of road, named above.

Signature (Do not print)

[Signatures]

Address

[Addresses]

Phone Number

[Phone Numbers]
Dear Sirs: Madame O.B. Anderson, County Council,
I live at 9235 Hebrew St.
Anderson, S.C. 29624, in which
town address is old of
Dianne St.
I am petitioning you
to protect my
all of property, line on Dianne St.
up to Hebrew St. to be closed,
due to Brad Grumbling,
Speeding, Drashing of tread
and yards, and Being used
as an escape to gain
a easy way into the old
city line after they have
stolen things from Wal-
Mart.
It would in no way
interfere with any busines
area on private property.
since it would start cat any
property line on Dianne St.

There are 7 access roads in which to get to 28-typew.p.m. in such a short of a distance to have 7 seems unnecessary. I would give whole hearted permission to anyone who accidentally turned down Dianne after closure to use my drive to turn around in.

Thank you for taking the time to take this matter into consideration.

Sincerely,

Dorothy Smith
Proposed Abandonment of a section of Dianna Street
Dianna St, C-9-304A Abandonment of section from Lewis Street (S-47), Westerly for Approximately 197 feet

View from Lewis Street

View from proposed end of abandonment (at 197')
From: Webb, Darryl [mailto:DarrylWebb@anderson5.net]
Sent: Friday, January 04, 2019 9:57 AM
To: Matt Hogan <wmhogan@andersoncountysc.org>
Subject: DIANNA STREET ABANDONMENT

Mr. Hogan:

Anderson School District Five’s buses do not utilize Dianna Street. If you need any additional information from me, please let me know.

Thanks,

Darryl
December 27, 2018

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

Dear Mr. Webb:

This letter is to inform you that we have received a request to abandon the section of Dianna Street, C-09-0304A from Lewis Street for approximately 200 feet.

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

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

Sincerely,

Matt Hogan
Roads and Bridges Manager

Enclosures
December 27, 2018

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

Dear Chief Sutherland:

We have received a request to abandon the section of Dianna Street, C-09-0304A from Lewis Street for approximately 200 feet.

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

Thank you in advance for your assistance with this matter. You may contact me via email at wmgohan@andersoncounty.sc.gov if you desire.

Sincerely,

Matt Hogan
Roads and Bridges Manager

Enclosures
FINANCE COMMITTEE AGENDA

Committee Members:
The Honorable Craig Wooten, Chairman
The Honorable M. Cindy Wilson
The Honorable Brett Sanders

Friday February 1, 2019 - 10:00 a.m.

Historic Courthouse
Administrator’s Conference Room - Second Floor

Chairman Craig Wooten, Presiding

1. Call to Order
2. Invocation and Pledge of Allegiance
3. Bid # 19-036 Two Ram Baler
4. Partial Release of Retainage & Reduction of Future Retainage
5. Museum Store
6. FY 20 Budget Challenges & Calendar
7. Transfers
8. Executive Session – Contractual and Legal Matters regarding Pickens County TTI Building & Iva Sewer
9. Citizens Comments
10. Adjournment

Chairman Wooten
Honorabe M. Cindy Wilson
Mr. Robert Carroll
Mr. Robert Carroll
Mr. Rusty Burns
Ms. Rita Davis
Ms. Rita Davis
Mr. Rusty Burns

PO Box 8002, Anderson, South Carolina 29622-8002 | www.andersoncountysc.org
## Anderson County Purchasing Department Bid Tabulation

### BID# 19-036 TWO RAM BALER

<table>
<thead>
<tr>
<th>Vendor</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. REI</strong></td>
<td>$479,984.25</td>
</tr>
<tr>
<td><strong>2. BECKER</strong></td>
<td>$625,701.39</td>
</tr>
<tr>
<td><strong>3. CRIGLER</strong></td>
<td>$458,602.00</td>
</tr>
<tr>
<td><strong>4. CRIGLER (ALT. BID)</strong></td>
<td>$492,521.00</td>
</tr>
<tr>
<td><strong>5. WASTEQUIP</strong></td>
<td>NO BID</td>
</tr>
<tr>
<td><strong>6. RUDCO</strong></td>
<td>NR</td>
</tr>
<tr>
<td><strong>7. TRI COUNTY BATTERY</strong></td>
<td>NR</td>
</tr>
<tr>
<td><strong>8. BULLZ EYE EQUIPMENT</strong></td>
<td>NR</td>
</tr>
<tr>
<td><strong>9. TRI STATE PROCESS</strong></td>
<td>NR</td>
</tr>
<tr>
<td><strong>10. NU LIFE</strong></td>
<td>NR</td>
</tr>
<tr>
<td><strong>11. WASTE CARE</strong></td>
<td>NR</td>
</tr>
<tr>
<td><strong>12. BWE</strong></td>
<td>NR</td>
</tr>
<tr>
<td><strong>13. MAX PAK BALERS</strong></td>
<td>NR</td>
</tr>
<tr>
<td><strong>14. IRON CONTAINER</strong></td>
<td>NR</td>
</tr>
<tr>
<td>Vendor</td>
<td>Total Cost</td>
</tr>
<tr>
<td>-------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>WASTE PROCESSING EQUIPMENT</td>
<td>NR</td>
</tr>
<tr>
<td>RJM</td>
<td>NR</td>
</tr>
<tr>
<td>ARMSTRONG</td>
<td>NR</td>
</tr>
<tr>
<td>DELORESK</td>
<td>NR</td>
</tr>
<tr>
<td>CHANCEY BECNEL</td>
<td>NR</td>
</tr>
<tr>
<td>LARRY VINE</td>
<td>NR</td>
</tr>
</tbody>
</table>

**AWARD TO:** CRIGLER $458,602.00
On January 2, 2019, the Anderson County Purchasing Department issued bids out for a two ram baler for the Anderson Regional MRF in Belton, SC. The baler will be replacing our current baler due to wear and tear on unit. The bid number is #19-036.

We requested that the baler be a two ram baler for the compaction and ejection of the recycled bales with an Accent Wire Tie Series 470 automatic wire tie system. The vendor will supply technical support and 3 days of training at the MRF facility. Warranty will include a minimum of one (1) year manufacturer's warranty, including parts & labor.

The 3 bidders placing bids for the baler are Crigler Enterprises, Inc., Recycling Equipment, Inc. and Becker Complete Compactor, Inc. The bids were as follows:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Trade In</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crigler (Harris)</td>
<td>$32,000.00</td>
<td>$458,602.00</td>
</tr>
<tr>
<td>Model – Gorilla 2 x 50–54-12/9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crigler (Harris)</td>
<td>$32,000.00</td>
<td>$492,521.00</td>
</tr>
<tr>
<td>Model – Gorilla 2 x 75-54-12/9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recycling Equipment (American)</td>
<td>$20,000.00</td>
<td>$479,984.25</td>
</tr>
<tr>
<td>Model – W828–T75</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Becker Complete Compactor $25,000.00 $625,701.39
Model – Galaxy2R

The Anderson County Solid Waste Department would like to recommend to Anderson County Council that we purchase the baler from Crigler with a low bid of $458,602.00. We would like to thank Anderson County Council for their consideration in this matter.
ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624
REQUEST FOR SOLICITATIONS, OFFER AND AWARD

SOLICITATION OFFER AND AWARD FORM

1. SOLICITATION: # 19-036
   Brief Description: TWO RAM BALER AT THE ANDERSON REGIONAL MRF (SEE SCOPE OF WORK & SPECIFICATIONS)

2. ISSUE DATE: January 2, 2019

3. FOR INFORMATION CONTACT:
   rcarroll@andersoncountysc.gov

5. SUBMIT BID TO:
   Anderson County Purchasing Department
   101 South Main Street, Room 115
   Anderson, S.C. 29624
   Attn: Bid # 19-036

6. Submission Deadline: Date: Thursday, January 24, 2019 Time: 11:00 a.m.

7. Submit Sealed Bid

8. Firm Offer Period: Bids submitted shall remain firm for a period of 120 calendar days from date specified in block 6.

9. BUSINESS CLASSIFICATION (Check Appropriate Box)
   ☐ Woman Business Enterprise
   ☐ Minority Business Enterprise
   ☐ Disadvantaged Business Enterprise

10. Additional Information: In compliance with above, the undersigned agrees, if this proposal is accepted within the period specified in Block 8 above, to furnish any or all other further information requested by Anderson County.

11. Bidder’s name and address (Type or print):

12. Name & Title of Person Authorized to sign the Bid.
   (Type or Print):
   EDWARD M. MARTIN, V.P.
   LAURA P. ORIQUIER, SECRETARY

13. Bidder’s Signature & Date

14. Total amount of award:

15. Successful Bidder:

16. Contracting Officer or Authorized Representative:
   Robert E. Carroll

17. Signature:

18. Award date:
SECTION III

Baler for Anderson Regional MRF Bid Form

Name of Party submitting the Bid: CRIGLER ENTERPRISES, INC.

To: Purchasing Manager for Anderson County

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

Bid: Two Ram Baler for Anderson Regional MRF

Bid No.: 19-036

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Est. Qty.</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furnish and Install Two Ram Baler</td>
<td>1</td>
<td>Each</td>
<td>$460,600</td>
<td>$460,600</td>
</tr>
<tr>
<td>TRADE-IN of existing Two Ram Baler</td>
<td>(Less)</td>
<td>$62,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$458,600</td>
<td></td>
</tr>
</tbody>
</table>

* See Scope of Work

Each individual bid term shall be determined from visiting the work site, reviewing the plans and specifications and all other portions of the bid documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Contractor’s Agreement, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, the furnishing of tools, equipment, permanent and temporary construction signs, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, and all bonds, insurance and submittals, pursuant to the requirements of the Bid Package, including, but not limited to, the Contractor’s Agreement and all Bid Documents, whether or not expressly listed or designated. It is understood that each item is estimated and quantities may change and that the final bill will reflect actual quantities in place per the unit priced of that bid item.

3. It is understood that the County reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for 120 days.

4. The required (5%) bid security is attached.
January 28, 2019

Mr. Rusty Burns
Anderson County, SC
101 South Main Street
Anderson, SC 29624

RE: Request for Partial Release of Retainage and Reduction of Future Retainage – Project NASA

Mr. Burns,

Due to various construction and weather related delays in the Project NASA project, Morgan Corp requests a release of 50% of the retainage withheld through January 25, 2019. We also request that the retainage on the project moving forward be reduced from 10% to 5%.

The project has experienced numerous delays related to material procurement and weather, and the contract for Project NASA does not include a stored materials line item. Due to these delays, installation of work has not taken place, thus resulting in large stockpiles of materials on the project. Release of this retainage will aid in payment to vendors and subcontractors for materials not yet installed. Morgan Corp requests this release of retainage in order to maintain compliance with the “prompt payment clause” in regards to subcontractors and vendors for Anderson County projects.

Thank you for your consideration. Please feel free to contact me if you have any questions.

Chase Wideman
Project Manager – Morgan Corp.
### Inventory Summary

<table>
<thead>
<tr>
<th>Department</th>
<th>On-hand Qty</th>
<th>Ext Cost</th>
<th>Ext Price</th>
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</thead>
<tbody>
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<td>29.70</td>
<td>35.96</td>
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<td>Books</td>
<td>893</td>
<td>5,319.11</td>
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<tr>
<td>Cards</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
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<td>Children's</td>
<td>68</td>
<td>502.54</td>
<td>980.80</td>
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<td>Education</td>
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<td>0.00</td>
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<tr>
<td>Food</td>
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<td>(1.38)</td>
<td>(7.00)</td>
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<tr>
<td>Fundraising</td>
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<td>0.00</td>
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<tr>
<td>Gift Items</td>
<td>222</td>
<td>2,126.84</td>
<td>4,001.25</td>
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<tr>
<td>Gift Wrap</td>
<td>1,508</td>
<td>15.12</td>
<td>1,107.50</td>
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<tr>
<td>Home</td>
<td>376</td>
<td>2,389.50</td>
<td>5,910.97</td>
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<tr>
<td>Jewelry</td>
<td>57</td>
<td>487.87</td>
<td>995.75</td>
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<tr>
<td>Local</td>
<td>379</td>
<td>2,437.51</td>
<td>3,661.00</td>
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<tr>
<td>Miscellaneous</td>
<td>0</td>
<td>11.50</td>
<td>(4.00)</td>
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<tr>
<td>Music</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
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<td>Novelty</td>
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<td>560.03</td>
<td>1,733.95</td>
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<td>QuickBooks Financial</td>
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<td>Seasonal</td>
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<td>Toys</td>
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<td>University</td>
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<td>10.92</td>
<td>19.00</td>
</tr>
<tr>
<td>Video</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
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| Total             | 3,906       | 14,393.60| 38,464.23 |

---

**Software:** $480

$14,873.60

\[
\frac{15000}{10.95} = 1370.32
\]

2 installments

1 case of Katherine McIver, "a necessary man" nominee Richard Campbell during Home.

For exempt ?
<table>
<thead>
<tr>
<th>DATE</th>
<th>BUDGET PREPARATION</th>
<th>ACTION BY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday, February 11, 2019</td>
<td>Distribute budget packets</td>
<td>Finance Dept.</td>
</tr>
<tr>
<td>Friday, March 1, 2019</td>
<td>Budget Packet including Personnel and Missions and Goals due to Finance department</td>
<td>Finance</td>
</tr>
<tr>
<td></td>
<td>Budget to Finance Committee</td>
<td></td>
</tr>
<tr>
<td>Tuesday, April 16, 2019</td>
<td>Administrator Recommended Budget to Council</td>
<td>Administrator, and Staff</td>
</tr>
<tr>
<td>Wednesday, May 1, 2019</td>
<td>Council Workshop</td>
<td>Council, Administrator and Staff</td>
</tr>
<tr>
<td>Tuesday, May 7, 2019</td>
<td>First Reading</td>
<td>County Council</td>
</tr>
<tr>
<td>Tuesday, June 4, 2019</td>
<td>Second Reading/Public Hearing</td>
<td>County Council</td>
</tr>
<tr>
<td>Tuesday, June 18, 2019</td>
<td>Third Reading</td>
<td>County Council</td>
</tr>
<tr>
<td>Monday, June 24, 2019</td>
<td>Notification of funding levels to Departments and Agencies</td>
<td>Finance Dept.</td>
</tr>
</tbody>
</table>
### DEPARTMENTAL TRANSFERS

**For Budget Year 2018 - 2019**

<table>
<thead>
<tr>
<th>Mark APPROVED</th>
<th>DEPARTMENT NAME</th>
<th>FROM: ACCOUNT NAME ACCOUNT NUMBER</th>
<th>TO: ACCOUNT NAME ACCOUNT NUMBER</th>
<th>AMOUNT</th>
<th>REASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finance Meeting of:</td>
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<td></td>
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</tr>
<tr>
<td>Council Meeting:</td>
<td>2/1/2019</td>
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<tr>
<td>2/5/2019</td>
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</tr>
<tr>
<td>1</td>
<td>Between Deps. Contingency to Build Maint</td>
<td>Contingency 001-5003-000-010</td>
<td>Repairs to Buildings 001-5021-000-250</td>
<td>71,750.00</td>
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<td>2</td>
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<td>Repairs to Buildings 001-5021-000-250</td>
<td>6,000.00</td>
<td>Fire Alarms, Pumps, Boiler and Elevator</td>
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<td>Building Maintenance</td>
<td>Training 001-5021-000-277</td>
<td>Building Maint - Elevator 001-5021-000-379</td>
<td>3,000.00</td>
<td>Fire Alarms, Pumps, Boiler and Elevator</td>
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<td>4</td>
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<td>Travel 001-5021-000-279</td>
<td>Building Maint - Elevator 001-5021-000-379</td>
<td>2,300.00</td>
<td>Fire Alarms, Pumps, Boiler and Elevator</td>
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<td>5</td>
<td>Building Maintenance</td>
<td>Supplies - Safety 001-5021-000-284</td>
<td>Building Maint - Elevator 001-5021-000-379</td>
<td>1,000.00</td>
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<td>6</td>
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<td>Water and Sewer 001-5021-000-286</td>
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<td>Lodging 001-5021-000-293</td>
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<tr>
<td>8</td>
<td>Building Maintenance</td>
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<td>15,000.00</td>
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<td>9</td>
<td>Building Maintenance</td>
<td>Small Hand Tools 001-5021-000-260</td>
<td>Building Maint - Elevator 001-5021-000-379</td>
<td>1,500.00</td>
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<td>10</td>
<td>Building Maintenance</td>
<td>Supplies - Cleaning 001-5021-000-265</td>
<td>Building Maint - Elevator 001-5021-000-379</td>
<td>5,000.00</td>
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<td>Building Maintenance</td>
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<td>Supplies - Landscaping 001-5021-000-270</td>
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<td>Building Maintenance</td>
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<td>14</td>
<td>Building Maintenance</td>
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<td>Building Maint - Elevator 001-5021-000-379</td>
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<td>Fire Alarms, Pumps, Boiler and Elevator</td>
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<tr>
<td>15</td>
<td>Building Maintenance</td>
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<td>Fire Alarms, Pumps, Boiler and Elevator</td>
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<tr>
<td>16</td>
<td>Between Funds I T to Media</td>
<td>Salary 001-5092-000-101</td>
<td>Salary 001-5013-001-191</td>
<td>14,950.00</td>
<td>Social Media Web Coordinator</td>
</tr>
</tbody>
</table>
### DEPARTMENTAL TRANSFERS

**For Budget Year 2018 - 2019**

<table>
<thead>
<tr>
<th>Mark</th>
<th>DEPARTMENT NAME</th>
<th>FROM: ACCOUNT NAME</th>
<th>TO: ACCOUNT NAME</th>
<th>AMOUNT</th>
<th>REASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>Between Funds</td>
<td>Retirement - SC</td>
<td>Retirement - SC</td>
<td>2,175.00</td>
<td>Social Media Web Coordinator</td>
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<tr>
<td>18</td>
<td>Between Funds</td>
<td>Social Security</td>
<td>Social Security</td>
<td>925.00</td>
<td>Social Media Web Coordinator</td>
</tr>
<tr>
<td>19</td>
<td>Between Funds</td>
<td>Medicare</td>
<td>Medicare</td>
<td>220.00</td>
<td>Social Media Web Coordinator</td>
</tr>
<tr>
<td>20</td>
<td>Between Funds</td>
<td>Health Insurance</td>
<td>Health Insurance</td>
<td>8,500.00</td>
<td>Social Media Web Coordinator</td>
</tr>
<tr>
<td>21</td>
<td>Communications</td>
<td>Salary</td>
<td>Overtime</td>
<td>75,000.00</td>
<td>to Cover for FMLA leaves, Vacations, sickness and vacancies</td>
</tr>
<tr>
<td>22</td>
<td>Between Funds</td>
<td>Council Paving</td>
<td>C Fund CIP</td>
<td>4,127.00</td>
<td>matching Funds for Town of Pelzer</td>
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<tr>
<td>23</td>
<td>Between Funds</td>
<td>District 7 Paving</td>
<td>C Fund CIP</td>
<td>20,873.00</td>
<td>matching Funds for Town of Pelzer</td>
</tr>
<tr>
<td>24</td>
<td>Detention Center</td>
<td>Salary</td>
<td>Overtime</td>
<td>68,000.00</td>
<td>OT to cover vacations, sickness, vacations - will need to look at this account again before year end</td>
</tr>
<tr>
<td>25</td>
<td>Sheriff</td>
<td>Salary</td>
<td>Overtime</td>
<td>100,000.00</td>
<td>OT to cover vacations, sickness, vacations - will need to look at this account again before year end</td>
</tr>
</tbody>
</table>

---

**DATE**

Lacey Croegaert, Clerk to Council
**BUDGET TRANSFER**

DIVISION: Central Admin Services
DEPARTMENT: Between Depts - Contingency to Building Maint

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TO:</th>
<th>AMOUNT:</th>
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<tbody>
<tr>
<td>TITLE</td>
<td>ACCT.#</td>
<td>TITLE</td>
</tr>
<tr>
<td>Contingency</td>
<td>001-5853-000-010</td>
<td>Repairs to Building</td>
</tr>
<tr>
<td>Landscaping</td>
<td>001-5021-000-313</td>
<td>Repairs to Building</td>
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<td></td>
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</tbody>
</table>

Explain, in COMPLETE DETAIL, the reason for the transfer.

**REASON:**

Fire Alarms, Pumps, Boiler, and Elevator

Is this transfer within your department? (Circle One) Yes No

Is this transfer within your division? (Circle One) Yes No

DEPT. HEAD: DATE:
DIVIS HEAD: DATE:
FINANCE: DATE:
ADMINISTRATOR: DATE: 11-2-18
Journal Entry #: DATE:
**BUDGET TRANSFER**

DIVISION: Central Services

DEPARTMENT: Building & Grounds-5021

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TO:</th>
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</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>TITLE</td>
<td>ACCT.#</td>
</tr>
<tr>
<td>Training</td>
<td>Serv. Contract Elevators</td>
<td>001-5021-000-377</td>
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<tr>
<td>Lodging, Travel</td>
<td>Serv. Contract Elevators</td>
<td>001-5021-000-279</td>
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<tr>
<td>Safety Supplies</td>
<td>Serv. Contract Elevators</td>
<td>001-5021-000-286</td>
</tr>
<tr>
<td>Water &amp; Sewer</td>
<td>Serv. Contract Elevators</td>
<td>001-5021-000-293</td>
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<table>
<thead>
<tr>
<th>ACCT.#</th>
<th>ACCT.#</th>
</tr>
</thead>
<tbody>
<tr>
<td>001-5021-000-377</td>
<td>001-5021-000-279</td>
</tr>
<tr>
<td>001-5021-000-286</td>
<td>001-5021-000-293</td>
</tr>
</tbody>
</table>

Total 12,250.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:
253-270 Transfer of funds to cover the costs of 2 major elevator repairs at the Historical Courthouse and New Courthouse.

Is this transfer within your department? (Circle One) Yes No

Is this transfer within your division? (Circle One) Yes No

DEPT. HEAD: [Signature] DATE: 1/2/19

DIVIS HEAD: [Signature] DATE: 1/25/19

FINANCE: [Signature] DATE: 

ADMINISTRATOR: [Signature] DATE: 1/5/19

Journal Entry # [Signature] DATE: 
# BUDGET TRANSFER

**DIVISION:** Central Services  
**DEPARTMENT:** Building & Grounds-5021

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TITLE</th>
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<th>TITLE</th>
<th>ACCT.#</th>
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<tbody>
<tr>
<td>Park Maintenance</td>
<td>001-5021-000-253</td>
<td>Serv. Contract Elevators</td>
<td>001-5021-000-379</td>
<td>15,000.00</td>
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<tr>
<td>Small Hand Tools</td>
<td>001-5021-000-265</td>
<td>Serv. Contract Elevators</td>
<td>001-5021-000-379</td>
<td>1,500.00</td>
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<tr>
<td>Janitorial Supplies</td>
<td>001-5021-000-265</td>
<td>Serv. Contract Elevators</td>
<td>001-5021-000-379</td>
<td>5,000.00</td>
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<td></td>
</tr>
<tr>
<td>Office Supplies</td>
<td>001-5021-000-269</td>
<td>Serv. Contract Elevators</td>
<td>001-5021-000-379</td>
<td>2,500.00</td>
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<tr>
<td>Landscape Supplies</td>
<td>001-5021-000-270</td>
<td>Serv. Contract Elevators</td>
<td>001-5021-000-379</td>
<td>5,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total:** 29,000.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

**REASON:**
253-270 Transfer of funds to cover the costs of 2 major elevator repairs at the Historical Courthouse and New Courthouse.

**Is this transfer within your department?** Yes

**Is this transfer within your division?** Yes

**DEPT. HEAD:**  
**DIVIS HEAD:**  
**FINANCE:**  
**ADMINISTRATOR:**  
**Journal Entry #**
**BUDGET TRANSFER**

**DIVISION:** Central Services  
**DEPARTMENT:** Building & Grounds-5021  

<table>
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<th>FROM:</th>
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<tbody>
<tr>
<td>TITLE</td>
<td>Exterminator</td>
<td>TITLE</td>
</tr>
<tr>
<td>TITLE</td>
<td>Serv Contract Landscaping</td>
<td>TITLE</td>
</tr>
<tr>
<td>TITLE</td>
<td>Professional Cleaning</td>
<td>TITLE</td>
</tr>
</tbody>
</table>

Total 31,000.00

Explain, in **COMPLETE DETAIL**, the reason for the transfer.

**REASON:**
253-270 Transfer of funds to cover the costs of 2 major elevator repairs at the Historical Courthouse and New Courthouse.

Is this transfer within your department? (Circle One) **Yes**  
Is this transfer within your division? (Circle One) **Yes**

DEPT. HEAD:  
DIVIS HEAD:  
FINANCE:  
ADMINISTRATOR:  
Journal Entry #
BUDGET TRANSFER

DIVISION:  
DEPARTMENT: Information Technology to Media Team

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TO:</th>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>Salary</td>
<td>ACCT.#</td>
</tr>
<tr>
<td>Retirement - SC</td>
<td>001-5092-000-120</td>
<td>001-5013-001-120</td>
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<tr>
<td>Social Security</td>
<td>001-5092-000-130</td>
<td>001-5013-001-130</td>
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<tr>
<td>Medicare</td>
<td>001-5092-000-135</td>
<td>001-5013-001-135</td>
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<tr>
<td>Health Insurance</td>
<td>001-5092-000-160</td>
<td>001-5013-001-160</td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:
Social Media Web Coordinator

Is this transfer within your department? (Circle One) Yes No

Is this transfer within your division? (Circle One) Yes No

DEPT. HEAD:           DATE:
DIVIS HEAD:           DATE:
FINANCE:             DATE:
ADMINISTRATOR:       DATE: 1-30-19
Journal Entry #: DATE:
### BUDGET TRANSFER

**DIVISION:** Sheriff's Office

**12.07.18**

**DEPARTMENT:** 5213 - Communications

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TO:</th>
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<tbody>
<tr>
<td>TITLE</td>
<td>Salaries - Full Time</td>
</tr>
<tr>
<td>ACCT.#</td>
<td>001-5213-000-101</td>
</tr>
<tr>
<td>TITLE</td>
<td>Salaries - OT</td>
</tr>
<tr>
<td>ACCT#</td>
<td>001-5213-000-103</td>
</tr>
<tr>
<td>AMOUNT:</td>
<td>$75,000.00</td>
</tr>
</tbody>
</table>

**REASON:**

Moving money to help cover OT costs for communications staff. Efforts have been made with scheduling changes, but with shortages due to FMLA leaves and holidays the last few pay periods, there have been high OT costs.

Is this transfer within your department? (Circle One) Yes ☑️ No

Is this transfer within your division? (Circle One) Yes ☑️ No

**DEPT. HEAD:**

**DIVMS HEAD:**

**FINANCE:**

**ADMINISTRATOR:**

**DATE:** 12/12/19

**DATE:** 12/20/19

**DATE:** 1/30/19

**Journal Entry #**

**DATE:**
## BUDGET TRANSFER

**DIVISION:** public works  
**DEPARTMENT:** roads and bridges

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TO:</th>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>council paving</td>
<td>TITLE</td>
</tr>
<tr>
<td>ACCT.#</td>
<td>001-5828-000-261</td>
<td>ACCT#</td>
</tr>
<tr>
<td>$4,127</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TITLE</td>
<td>district 7 council paving</td>
<td>TITLE</td>
</tr>
<tr>
<td>ACCT.#</td>
<td>001-5828-007-261</td>
<td>ACCT#</td>
</tr>
<tr>
<td>$20,873</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Explain, in COMPLETE DETAIL, the reason for the transfer.

**REASON:**
matching funds from the Town of Pelzer for C-Fund projects allocated on September 24, 2018 - letter attached from Mayor Roger Scott

Is this transfer within your department?  
(Circle One)  
Yes  
No

Is this transfer within your division?  
(Circle One)  
Yes  
No

DEPT. HEAD:  
DIVIS HEAD:  
FINANCE:  
ADMINISTRATOR:  
Journal Entry #  
DATE:  
DATE:  
DATE:  
DATE:  
DATE:
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: ____5____

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

1. Name of entity requesting recreation fund appropriation: Sons of Confederate Veterans South Carolina Division (Palmetto Sharpshooters host camp)

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $500

3. The purpose for which the funds are being requested: To help defray the cost of the State Convention March 15-16, 2019. Planned activities will be held at the Woodman of the World Building on Friday and the Anderson Civic Center all day on Saturday. Host Hotel is the Holliday Inn. Meal on Friday provided by Pompous Pig and on Saturday by Carolina Catering.

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. Yes.

5. Contact Person: Timothy Medlin
Mailing Address: 233 Alice Drive, Anderson, SC 29625
Phone Number: 864 226-1430
Email: medlin25@charter.net

6. Statement as to whether the entity will be providing matching funds: South Carolina Division SCV is providing support in excess of $500.

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] 1/23/19
State of South Carolina  
Office of the Secretary of State  
The Honorable Mark Hammond

Nov 3, 2018

Sons of Confederate Veterans, South Carolina Division  
Mr. Timothy I Medlin  
233 ALICE DR  
ANDERSON, SC 296255025

RE: Registration Confirmation  
Charity Public ID: P5727

Dear Mr. Timothy I Medlin:

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 Dec 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 4¼ 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: ___6___

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

1. Name of entity requesting recreation fund appropriation:
   Anderson County Parks Dept – 10th Annual Saluda River Rally

2. Amount of request (If requesting funds from more than one district, annotate amount from each
district): $1,500.00

3. The purpose for which the funds are being requested:
   Annual Saluda River Rally paddling event; celebrating its 10th year. Spanning from Powdersville to
   Piedmont and Pelzer.

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so,
   please attach evidence of that good standing. Yes

5. Contact Person: Matt Schell
   Mailing Address: PO Box 8002 Anderson SC 29622
   Phone Number: 231.7275
   Email: mschell@andersoncountysc.org

6. Statement as to whether the entity will be providing matching funds: Funding assistance request also
   submitted to Councilwoman Wilson and event sponsors

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

Signature / Matthew Schell / Date

________________________ / ______________ / 1/31/18
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:
   Anderson County Parks Dept – 10th Annual Saluda River Rally

2. Amount of request (If requesting funds from more than one district, annotate amount from each
district): $1,000.00

3. The purpose for which the funds are being requested:
   Annual Saluda River Rally paddling event; celebrating its 10th year. Spanning from Powdersville to
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5. Contact Person: Matt Schell
   Mailing Address: PO Box 8002 Anderson SC 29622
   Phone Number: 231.7275
   Email: mschell@andersoncountysc.org

6. Statement as to whether the entity will be providing matching funds: Funding assistance request also
   submitted to Councilman Davis and event sponsors

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

Signature

Print Name

Date