AGENDA
ANDERSON COUNTY COUNCIL
April 16, 2019 at 6:00 PM
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER:

2. RESOLUTIONS/PROCLAMATIONS:
   a. R2019-015: A resolution to recognize and honor Mill Town Players for their exceptional theatrical performances. Ms. M. Cindy Wilson (allotted 5 minutes)
   b. Proclamation: A proclamation to recognize and honor Darien Rencher for his personal achievements and as a member of 2016 and 2018 Clemson Tigers National Champions. Mr. Tommy Dunn (allotted 5 minutes)
   c. Proclamation: A proclamation to recognize and honor Kendall Joseph for his personal achievements and as a member of 2016 and 2018 Clemson Tigers National Champions. Mr. Tommy Dunn (allotted 5 minutes)

3. ADJOURNMENT:

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
April 16, 2019 at 6:30 PM
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER:

2. INVOCATION AND PLEDGE OF ALLEGIANCE: Mr. Ray Graham

3. APPROVAL OF MINUTES: March 19, 2019 and April 2, 2019

4. CITIZENS COMMENTS: Agenda Matters only

5. APPALACHIAN COUNCIL OF GOVERNMENT ANNUAL REVIEW:
   Mr. Steve Pelissier (allotted 15 minutes)
   Ms. Gracie S. Floyd (allotted 10 minutes)

6. COMMENDATION:

7. ORDINANCE THIRD READING:
   a. 2019-006: An ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties so as to enlarge the Park. (Project Pak) PUBLIC HEARING-NO TIME LIMITS Mr. Burriss Nelson (allotted 5 minutes)
   b. 2019-009: An ordinance authorizing the execution and delivery of a Fee in Lieu of Tax Agreement by and between Anderson County, South Carolina and a COI Anderson Industrial, LLC with respect to certain economic development property in the County, whereby such property will be subject to certain payments in Lieu of Taxes, including the provision of certain Special Source Credits. (Project 20190114) PUBLIC HEARING-NO TIME LIMITS Mr. Burriss Nelson (allotted 5 minutes)
   c. 2019-012: An ordinance authorizing the execution and delivery of a Fee in Lieu of Tax Agreement by and between Anderson County, South Carolina and Tile Council of North America, Inc. with respect to certain economic development property in the County, whereby such property will be subject to certain payments in Lieu of Taxes, including the provision of certain Special Source Revenue Credits. (Project 20180801) PUBLIC HEARING-NO TIME LIMITS Mr. Burriss Nelson (allotted 5 minutes)
8. **ORDINANCE SECOND READING:**
   a. **2019-013:** An ordinance authorizing the execution and delivery of a Fee in Lieu of Tax Agreement by and between Anderson County, South Carolina and a company or companies known to the County at this time as Project Azul with respect to certain economic development property in the county, whereby such property will be subject to certain payments in Lieu of Taxes, including the provision of certain Special Source Revenue Credits. (Project Azul) Mr. Burriss Nelson (allotted 5 minutes)
   b. **2019-014:** An ordinance to amend Chapter 70, Article 5 of the Anderson County Code of Ordinances, so as to clarify storage of commercial equipment in residential zones. Dr. Jeff Parkey (allotted 5 minutes)
   c. **2019-015:** An ordinance to amend Chapter 70, Article 6 of the Anderson County Code of Ordinances, so as to clarify storage of commercial equipment in residential zones. Dr. Jeff Parkey (allotted 5 minutes)

9. **ORDINANCE FIRST READING:**
   a. **2019-016:** An ordinance authorizing the transfer of a tract of real property located within the City of Belton, South Carolina municipal limits to the City of Belton for use by the City for municipal purposes. Mr. Rusty Burns (allotted 5 minutes)

10. **RESOLUTIONS:**
    a. **R2019-016:** A resolution declaring April as "Fair Housing Month." Mr. Tommy Dunn (allotted 5 minutes)
    b. **R2019-018:** A resolution expressing intent to cease County maintenance on and to authorize County consent to Judicial Abandonment and closure of Abner Place designated as C-16-0069. (District 3) Mr. Rusty Burns (allotted 5 minutes)

11. **ROAD ACCEPTANCE INTO COUNTY INVENTORY:**
    Magnolia Farms Subdivision: (District 6)
    Magnolia Farms Way
    Sparrow Drive

12. **REQUESTS BY COUNCIL:**
    Ebeneezer Fire Department - D3

13. **ADMINISTRATORS REPORT:**
    a. Building and Codes Report
    b. Special Projects
    c. Paving Reports
    d. Transfers
    e. Sheriff’s Report

14. **CITIZENS COMMENTS:**

15. **REMARKS FROM COUNCIL:**

16. **ADJOURNMENT:**

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

For assistance please contact the Clerk to Council at 864-260-1036.
RESOLUTION #R2019-015

A RESOLUTION TO HONOR AND RECOGNIZE THE MILL TOWN PLAYERS FOR THEIR EXCEPTIONAL THEATRICAL PERFORMANCES; AND OTHER MATTERS RELATED THERETO.

Whereas, the Mill Town Players community theater was founded in 2014 by Will Ragland whose purpose was to entertain, inspire and enrich the community with a quality, affordable live theater; and,

Whereas, Mill Town Players hosts a variety of shows year round to include: American musicals, dramas, Southern comedies, themed concerts and youth shows. The season attendance has grown to over 34,000 patrons from all over the Upstate and surrounding areas; and,

Whereas, in 2016, the Mill Town Players received the prestigious Founders Award that recognizes an organization that has made the most significant contribution to theater in South Carolina; and,

Whereas, in November 2018, the Mill Town Players performed at the SC Theatre Association 52nd Annual Convention at Anderson University. After their performance, the Mill Town Players were chosen as the State winner in the SCTA Community Festival for their production of Romeo and Juliet. They also received honors for Best Ensemble, Best Costumes and Best Director, Best Supporting Actor and Best Supporting Actress; and,

Whereas, the 2019 Community Theatre Festival was held on February 28 - March 2, 2019 in Knoxville, Tennessee. During this festival the Mill Town Players competed against 9 others states and were chosen as Best Production for their performance of Romeo and Juliet; and,

Whereas, the Anderson County Council is grateful for your willingness to share your talents to entertain, and inspire our citizens, bringing a positive impact to our community. We wish the Mill Town Players great success as you represent the Upstate in the upcoming national competition at the American Association of Community Theatre in June 2019.

RESOLVED in a meeting duly assembled this 16th day of April 2019.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
County Council
Craig Wooten
District One
Gracie S. Floyd
District Two

Ray Graham
District Three
Brett Sanders
District Four
ATTEST:

Ray Graham
District Three
Brett Sanders
District Four
ATTEST:

M. Cindy Wilson
District Seven
Rusty Burns
County Administrator

Lacey Croegaert
Clerk to Council
PROCLAMATION

A PROCLAMATION TO RECOGNIZE AND HONOR DARIEN RENCHER FOR HIS PERSONAL ACHIEVEMENTS; AND, AS A MEMBER OF THE 2016 AND 2018 CLEMSON TIGERS NATIONAL CHAMPIONS.

WHEREAS, the Anderson County Council considers it a privilege to recognize those who have excelled in particular areas of personal achievement, especially the youth of Anderson County; and,

WHEREAS, the Anderson County Council considers it an honor to recognize its young athletes who have distinguished themselves as leaders academically and athletically; and,

WHEREAS, Darien Rencher is a graduate of TL Hanna High School, earning his letter in football for the TL Hanna Yellow Jackets; and,

WHEREAS, Darien is currently a junior at Clemson majoring in elementary education. Darien has followed his father’s path to Clemson athletics. Darien’s dad, Darwin Rencher, lettered in Clemson track and field, and still sixth in Tiger history for outdoor long jump; and,

WHEREAS, Darien Rencher is a walk-on player in the Clemson Tigers Football Program, and he has recorded 10 career games with 24 carries thus far in his Clemson career; and,

WHEREAS, the Anderson County Council wishes to congratulate Darien Rencher for his academic achievements and his remarkable athletic career; and,

NOW, THEREFORE, it is hereby proclaimed by the Anderson County Council:

The Anderson County Council commends and congratulates Darien Rencher on his personal achievements both academically and athletically and for representing the youth of our community by bringing the honor not only to himself, his family, TL Hanna High, but to Anderson County.

We, the Anderson County Council are proud of your outstanding representation of our community and wish you well as you continue pursue your degree and athletic dreams at Clemson University.

PROCLAIMED this 8th day of April, 2019.

ATTEST:

Tommy Dunn, Chairman
Anderson County Council

Rusty Burns, County Administrator

Lacey Croegaert, Clerk to Council
PROCLAMATION

A PROCLAMATION TO COMMEND AND HONOR KENDALL JOSEPH FOR HIS PERSONAL ACHIEVEMENTS; AND, TO SPECIFICALLY CONGRATULATE KENDALL JOSEPH AS A MEMBER OF THE 2016 AND 2018 CLEMSON TIGERS NATIONAL CHAMPIONS.

WHEREAS, the Anderson County Council considers it a privilege to recognize those who have excelled in particular areas of personal achievement, who have distinguished themselves as leaders academically and athletically; and,

WHEREAS, the Anderson County Council strives to encourage initiatives, activities, and programs that foster leadership, citizenship and life skills, which often are facilitated through our local education system and sports programs; and,

WHEREAS, Kendall Joseph is a graduate of Belton-Honea Path High School and he is a multi-sport athlete. Before arriving at Clemson, Kendall Joseph ranked 18th inside linebacker in the nation by ESPN, ranked 17th player in South Carolina by 247Sports.com, selected for Shrine Bowl, and three-time state weightlifting champion; and,

WHEREAS, Kendall Joseph began his time with Clemson Tigers Football as a redshirt freshman in 2014. Kendall Joseph demonstrated dependability, leadership, and his desire for team success giving way to his teammates naming Kendall as permanent team captain; and,

WHEREAS, Kendall Joseph completed his college career at Clemson playing in 48 games with 40 starts. Kendall received various accolades for his athletic abilities, receiving team awards, nominated as an NSCA Strength All-America, 2018 rankings: as the 57th player in the nation (preseason) by Sports Illustrated and 99th player by NFL.com.

WHEREAS, the Anderson County Council wishes to congratulate Kendall Joseph on his remarkable high school and college athletic career; and,

WHEREAS, the Anderson County Council and the residents of Anderson County are pleased to acknowledge and congratulate Kendall Joseph, for his achievement as a 2017 Clemson graduate with a degree in health science; for his outstanding career on the field as a dependable and selfless teammate and a champion athlete; and,

NOW, THEREFORE, it is proclaimed by the Anderson County Council:

The Anderson County Council commends Kendall Joseph on his achievements, both academically and athletically; for exemplifying the youth of our community.

We, the Anderson County Council extend our warmest wishes for much success to Kendall Joseph in future endeavors.

PROCLAIMED this 8th day of April, 2019.

ATTEST:

Tommy Dunn, Chairman
Anderson County Council

Rusty Burns, County Administrator

Lacey Croegaert, Clerk to Council
State of South Carolina  

County of Anderson  

ANDERSON COUNTY COUNCIL  
SPECIAL PRESENTATION MEETING  
MARCH 19, 2019  

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

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
LACEY CROEGAERT
TOMMY DUNN: At this time I'd like to call the presentations part of our regular Anderson County meeting of March 19th to order. I want to welcome each and every one of you here and thank y'all for coming.

Moving on to first order of business, Resolution 2(a), R2019-010, a resolution to recognize and honor Tactical Medical Solutions as EXIM's Exporter of the year. I ask the Honorable Councilman Craig Wooten if he would present this.

CRAIG WOOTEN: Thank you, Mr. Chairman. This is a resolution to recognize and honor Tactical Medical Solutions as EXIM's New Exporter of the Year, and other matters thereto.

WHEREAS, Tactical Medical Solutions was founded in 2003 by Ross Johnson, a special forces medic whose experiences in the military led to the improvement of existing life-saving medical equipment and the development of new products. The first product to be created was a soft tactical tourniquet. It is now one of only two tourniquets approved by the Department of Defense and is presently used by the American Red Cross as a product of choice; and

WHEREAS, Tactical Medical Solutions specializes in medical and triage supplies for first responders, military and law enforcement agencies. Currently over two thousand products are available to be sold locally and in seventy countries around the world, making Tactical Medical Solutions a global developer and manufacturer; and

WHEREAS, Tactical Medical Solutions is a supporter of the Stop-the-Bleed Initiative and National Campaign, bringing awareness and encouragement to bystanders and civilians to take action in emergency situations before medical professionals can arrive. Tactical Medical Solutions works diligently to support the campaign by ensuring the necessary gear is readily available for public access; and

WHEREAS, the EXIM's annual conference was held on April 19th and 20th, 2018 at the Shoreham Hotel in Washington, D.C. During this event the Export/Import Bank of the United States named Tactical Medical Solutions, Inc. as the new exporter of the year.

NOW, THEREFORE, be it resolved that Anderson County Council commends and honors Tactical Medical Solutions for your contributions to our business community in Anderson County. We are appreciative of your dedication and your personal commitment to the citizens of Anderson County.

RESOLVED in meeting duly assembled this 19th day of March, 2019.
I put that in the form of a motion.

CINDY WILSON: Second.
TOMMY DUNN: Motion Mr. Wooten; second Ms. Wilson. Any discussion?

CINDY WILSON: May I?
TOMMY DUNN: Ms. Wilson.
CINDY WILSON: I just think it’s a total delight to have Mr. Johnson and his wonderful family choose Anderson County for their home and for the development of an incredible business. He’s a very good representative of what we think of as the American Dream. He had a good idea and developed it and worked really hard. So we’re very proud of y’all.

TOMMY DUNN: Anyone else?
BRETT SANDERS: I’d like to thank Mr. Johnson for his service and for providing a valuable service saving lives. I’m honored to have them in my district. And just wanted to thank them once again.

TOMMY DUNN: I’d also like to thank -- say I had the opportunity to go out a few weeks ago and tour his facilities and meeting Ms. Johnson. It’s a first class operation. Anderson County is very fortunate to have that business here. I know they’re looking to expand. We look forward to that. Very fortunate to have him. He’s a quality individual and we thank him for his service to the country, for what he’s done for his business, and continue to save lives. We appreciate you very much.

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

If you would, Mr. Johnson, you and your wife step up here.

(TPRESENTATION)

TOMMY DUNN: At this time we’ll be moving on to 2(b), R2019-011, a resolution to recognize and honor Avery Reece as the 2018-2019 Class 4A State Wrestling Champion. Ms. Wilson. Ms. Wilson?

CINDY WILSON: Thank you, Mr. Chairman.

WHEREAS, Avery Reece, a senior at Belton-Honea Path High School did compete in the state wrestling championships held at the Anderson Civic Center on Saturday, February 23, 2019; and
WHEREAS, Avery Reece competed in the 285 pound weight class, ending this wrestling season with a 28 to 1 record and 20 pins; and
WHEREAS, Avery Reece defeated his opponent Jake James from Hartsville, earning the distinction of 2018-2019 South Carolina State Wrestling Champion; and
WHEREAS, on Saturday, March 2nd, 2019, Avery Reece did compete at the 2019 North-South All Star Wrestling
Anderson County Council - Special Presentation Meeting - March 19, 2019

1 Classic at Myrtle Beach, South Carolina. During the competition Avery helped the 4A-3A North All Stars Team win the 2019 Wrestling Classic; and

WHEREAS, Avery Reece is a dual sport athlete who also plays football for the Belton-Honea Path High School Bears as a tight end. Avery received offers from Alabama State, Coastal Carolina, Clemson and Georgia State to play as an offensive lineman. On December 3, 2018, Avery made a commitment to attend Georgia State University after graduation; and

NOW, THEREFORE, the Anderson County Council wishes to commend our youth who demonstrate high qualities of dedication, vision and personal commitment. We wish you great success as you represent yourself, your family and Anderson County in your future endeavors at Georgia State University.

RESOLVED in meeting duly assembled this 19th day of March, 2019.

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

TOMMY DUNN: Yes, ma'am. Have a motion Ms. Wilson. Do we have a second?

BRETT SANDERS: Second.

TOMMY DUNN: Second Mr. Sanders. Any further discussion? Hearing none, all in favor of the motion show of hands. Opposed like sign. The motion carries unanimously. Ms. Wilson, you want to ask them to step up.

(PRESENTATION)

TOMMY DUNN: This will conclude this part of our meeting. Council will reconvene back here at 6:30.

(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:11 P.M.)
State of South Carolina
County of Anderson

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
MARCH 19, 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: At this time I'd like to call the Anderson County Council's regular meeting of March 19th to order. Want to welcome each and every one of you here. Thank y'all for coming.

We're going to move on now with invocation and pledge of allegiance. We'll all rise. Councilman Jimmy Davis will give our invocation and pledge of allegiance.

(INVOCATION AND PLEDGE OF ALLEGIANCE BY JIMMY DAVIS)

TOMMY DUNN: Moving on to Item number 3, approval of minutes. Are there any corrections to be made to the March 5th regular council meeting minutes?

BRETT SANDERS: Mr. Chairman.

TOMMY DUNN: Yes, sir.

BRETT SANDERS: I noticed on page 25, line 3, they had the date as 1928 and it should read 1828.

TOMMY DUNN: Anything else?

BRETT SANDERS: That's it, sir.

TOMMY DUNN: Anybody else have anything?

Do you want to make the motion to accept the minutes with that correction, Mr. Sanders.

BRETT SANDERS: Yes, sir. I'm sorry.

TOMMY DUNN: Mr. Sanders makes a motion to accept the minutes with that correction. Do we have a second? Second Ms. Wilson. All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Moving on to citizens comments. When Mr. Harmon calls your name, the first round is on agenda matters only. You have three minutes. Please state your name and your district for the record. And address the chair, please. Mr. Harmon.

LEON HARMON: Mr. Chairman, first speaker is Eddie Waits.

TOMMY DUNN: Mr. Burns, make sure to get that mic on.

EDDIE WAITS: Good evening. My name is Eddie Waits, councilman for the town of Pelzer. And I wanted to speak just for a minute about the proposal from the Anderson County Sheriff's Department with the town of Pelzer with contracted law enforcement services. And I wanted somebody from the town to be here to let you know how important this is to us. We believe this is probably going to be one of the most important decisions that we make this year. And it's certainly something that every one in the town will benefit from. And we encourage your support in the matter with passing this issue when it gets to you. And wanted to let you know that on behalf of the town and the citizens, this is something that we need and
we’re looking forward to it. Thank you.

TOMMY DUNN: Thank you. Mr. Harmon?

LEON HARMON: Mr. Chairman, next speaker

is Elizabeth Fant.

ELIZABETH FANT: Elizabeth Fant, District 3.

It’s been a busy week. I’m speaking on number 10,
number 11, number 14. The van accessible parking, I
know what the problem is there. You’ve got people who
are parking in the blue lines for a van accessible.
It’s not just a slot. They have to have the blue line
section on the side so they can get the wheelchair out.
And I’ve seen people park in those places.

The biggest thing that I wanted to hear from is
number 11, the recycling/solid waste. I have a lot of
ideas of things that we could do in the county.
Yesterday I was on the way to Greenville and DOT had
about fifteen different people out there. I don’t know
whether they were inmates or who they were. But they
had just a pile of orange bags that they had picked up.
I talk to Greg Smith regularly and I’ve got him down on
the other side of where I live. And today when I rode
through, a large amount of that part had been picked
up. We’ve just got to get everybody mindful of not
pitching it out the window and not using the outdoors
for their trash cans. We can do a lot better. I have
a lot of ideas on that.

The building, number 14, 5(b), I’m glad to see that
since the tenant that was using that small building has
given it up that Belton, where I reside, has asked to
use that building which they hope to move their Farmers
Market up to the middle of town. Where it is now,
obody goes. They need a place where a policeman can
park his car. And it’s a tiny little building. They
can go in and use that to do their paperwork for law
enforcement.

And number 6 under number 14, the CAFR. There are
a lot of things in there about last year’s report that
are good. But there are a lot of things in there, too,
that I think we can tighten up on the way we’re
spending money. Thanks.

TOMMY DUNN: Thank you. Mr. Harmon.

LEON HARMON: Mr. Chairman, next speaker

is William Meredith.

WILLIAM MEREDITH: Thank y’all, Council.

Appreciate the opportunity to speak to you briefly
here. I also signed up to speak later because there’s
many things that I want to get into.

I want to piggyback on what Ms. Fant was talking
about as far as recycling. I’m very much kind of an
environmentalist. I think we all really should be. I
don’t know if y’all are aware of it, but you go buy a
bottle of water now, there’s microscopic bits of
plastic in our bottled water. I’m not trying to run
down our local water people either. I’m sure they’re
doing the best they can. But everything we can keep
out of watershed is that much better. And there’s just
a lot of things we can do. I think we have -- if
anything, we have just a lack of imagination in the way
we’re dealing with some of this stuff. I’ve heard
y’all talk about the landfill and the problems.
Everything that we can keep out of that landfill, I
think makes economic sense to do. There are programs
where they’re turning plastics into road resurfacing
materials. There are programs where now there’s new
developments to turn plastic waste into ethanol.
There’s a whole lot of stuff going on. We’ve got
clemson University right up the road that’s doing
recycling. I’d love to see us maybe do some partnering
with them. I’d love to see us take -- every school in
this county could be a drop-off place for people to
recycle. I would love to see our city, Anderson City,
work with Anderson County because when somebody throws
a piece of trash out in front of my yard and it washes
down the hill, it’s in the city. So it’s not a
boundary issue. If we could get beyond turf issues or
whatever, I think we could all pull the same way and
make some real headway.

But I’d like to challenge everybody on this council
to let’s turn this place into a green town. We were
the electric city at one point. We’re a very
progressive town. I’d like to see us get back to being
the kind of place that, you know, we could be proud to
claim from an environmental standpoint.

So like I say, I’ve got a good many things that
I’ve been thinking about. I’d like to incorporate AU,
some of the other larger generators of waste. There’s
a whole lot of things we can do, but I just wanted to
throw it out there. I’ve created a Facebook page
called waste nothing. That’s a ben franklin quote. He
didn’t waste any verbs. It’s waste nothing. And I’d
love to have you all join. I’m trying to get the
community involved because that’s very important.
There’s an EPA website that discusses that. And that’s
what I’m talking about, getting the community and the
elected officials involved in these programs. I know
there’s a lot of challenges. And I appreciate the job
our administration is doing now. I understand we’re
getting some recognition for the job we’re doing. I
just think there’s always room for improvement. I’d
like to see us do better. And thank you very much. I
Anderson County Council - County Council Meeting - March 19, 2019

hope we can do some (inaudible). Thank y’all.

TOMMY DUNN: Mr. Harmon?

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

TOMMY DUNN: Thank you, Mr. Harmon.

Moving on to Item number 5, Observations and Comments from District 2, Ms. Floyd. Mr. Floyd.

GRACIE FLOYD: We, in District 2, are beginning to come up with some ideas and some strides to assist with the trash that’s going to -- the trash pick-up that’s going to happen in April.

But we have some other issues in District 2 that we need help with, but it seems like when I make the call for help, the only thing I get is that we don’t have any money. Well, we do have money that we can do some things with. We’re going to work on the budget this year. And folks, you all need to be at the budget hearings, the budget meetings, to get your opinions in about what needs to be done. In District 2, we have burnt houses, they’re burnt down. People are living around there. Think about how you would feel if you were living next door to a burnt-up house and nobody was -- I mean there are a lot of people there and they just keep coming out there and just coming out there. They aren’t doing nothing but just sit around right next to it. You wouldn’t like that. But yet we allow people to live like that, people who have been coming and asking what to do.

Last year we only got fifty thousand dollars to tear down burnt houses. Now, you think about that. Fifty thousand dollars for seven districts to tear down burnt-up houses. We could -- we wouldn’t have to do that if we would follow our own laws. If your house is burnt down then it’s up to you, really, to clean it up. But you don’t do anything. You just sit there and sit there and it sits there and it sits there until we get enough people to complain about it. This year we need more money in that budget to tear down these burnt-up houses.

There’s water problems draining from one place to another on people’s property. And what I have heard is that the water problem came from when they were fixing something else, and they just fixed it and the water just started draining on other people’s property. We need something done about that.

Drugs. The sheriff’s department has been getting messages about drugs. And they say they don’t have
enough people to handle the drug problem. Now, that’s bad. That’s bad. I remember when there was a -- I have gone through a drug situation and I called the sheriff and they came out and they looked at it and they said, uh-huh, it’s a drug problem all right. We’ll see you later. Nothing was done. Absolutely nothing. And then there’s a neighborhood where people have loud music, loud music. It’s a neighborhood of seniors. They don’t need to hear that. And then when they call the police, the police told them that they just had to live with it. No, we don’t have to live with it. We have laws. We have regulations. We have ordinances. All these things should come together to solve some of these problems. 

Now, I can only speak about District 2 because that’s all I know. I don’t know the other districts. I don’t know if anyone else have said nothing. But I’m talking about District 2. And we need help. We need the kind of real help to help us solve some of these things.

There is a person who calls me constantly, but I can’t go over there and clean it up. I can’t do it. If I could, I would. Then there’s the loud music. I could go over there, but it wouldn’t be pleasant. But what we’re going to need is all of us together. You need to come to the -- to that budget meeting. It’s your money. It’s your budget. And you’re letting somebody else do it for you and you don’t say anything about it until it becomes a problem. I’ll be there with you. I got your back. But I just want you to have mine, too. I thank you.

TOMMY DUNN: Moving on to Item number 6, Ordinance’s third reading. There are none.

We’ll move on to+ Item number 7(a), ordinance’s second reading, 2019-008, ordinance authorizing the execution and delivery of fee in lieu of tax agreements by and between Anderson County, South Carolina and a company or companies known to the County at this time as Project Tarpon. This is second reading. Do you have anything you want to add, Mr. Nelson?

BURRIS NELSON: No, sir, Mr. Chairman, other than this is another solar project, twelve million dollars in capital investment. Properties, the total of the three properties that they’re looking at right now are generating six hundred and sixty-eight dollars in property tax and the new property tax in a year will be twenty-nine thousand thirty-four dollars. And over thirty years, eight hundred seventy-one thousand dollars in property tax. So an opportunity for a better return on those properties. But thank
you, sir.

TOMMY DUNN: Do we have a motion to move this on the floor? Motion Ms. Wilson. Do we have a second?

JIMMY DAVIS: Second.

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

Moving on to Item number 7(b), 2019-009, an ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and a company or companies known to the county at this time as Project 20190114 with respect to certain economic development property in the county. Again this is second reading. Do we have a motion to move this forward?

JIMMY DAVIS: So moved.

TOMMY DUNN: Motion Mr. Davis, second Ms. Wilson. Any discussion? Mr. Nelson, you have any comments or anything?

Burris Nelson: No, sir. Other than this is just a great opportunity for Anderson County where we won't have to be spending money to develop our own industrial park or build spec buildings. This is a developer who will be doing that for, of course his own purposes, but we don't have any buildings that are available, Class A industrial buildings. This is our opportunity to get that.

TOMMY DUNN: Thank you, Mr. Nelson. All in favor of the motion show of hands. All in favor. So the motion carries.

Moving on to Item number 8, ordinance first reading, 2019-012, an ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and a company or companies known to the county at this time as Project 20180801 with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits.

Brett Sanders: Excuse me, Mr. Chairman. I would like to recuse myself. I know the company that's doing this. I have some lease agreements with ---

TOMMY DUNN: Let the record show Mr. Sanders is recusing himself and stepping outside. Thank you, Mr. Sanders. We'll holler. Do we have a motion to move this forward?

Cindy Wilson: So moved.
second?

GRACIE FLOYD: Question.

TOMMY DUNN: We’ve got to get it on the floor, Ms. Floyd.

GRACIE FLOYD: Thank you.

TOMMY DUNN: We’ve got to have a second.

RAY GRAHAM: Second.

TOMMY DUNN: Second Mr. Graham. Now, discussion. Mr. Nelson.

BURRIS NELSON: Mr. Chairman, I apologize for the indulgence, but our copier blew up. These are the documents I normally hand you for first reading especially. If I could call on Mr. Burns to help me get those to you. I apologize. This is a project, the company is over fifty years old. It’s a high tech company that specializes in research and development of advance materials in aerospace, medical devices and construction materials. They’re promising -- they hope to create as many as eighteen jobs. However, they’re guaranteeing twelve jobs. Now, this was a competitive project with another state. And so we’ve worked very closely with these folks and we think we’ve won this project. We hope to have an announcement sometime in the next couple of months. But they’re going to create these jobs -- they have an average pay of thirty dollars an hour. So just with those twelve jobs, the annual income payroll will be seven hundred and twenty thousand dollars just out of those few jobs. And the SSRC that we’ve offered is a fifty percent SSRC. And the property tax will run -- on those properties last year they paid ninety-five -- they paid forty-eight thousand. And the total for the new year with the new project will be a total of ninety-five thousand in 2020. And over twenty years 1.392 million dollars. This comes to council as a recommendation from staff and from the Economic Development Advisor Board.

CINDY WILSON: Mr. Chairman?

TOMMY DUNN: Ms. Floyd had it first.

GRACIE FLOYD: Would you please explain, please, in layman’s language what this is all about? I know we can’t know what they make or what they are going to do, you know, with this property at this time. But it wasn’t clear during the reading of it. So would you please explain to the people that are here who might be interested what this is all about?

BURRIS NELSON: Sure.

GRACIE FLOYD: I thank you.
BURRIS NELSON: This is a company that’s been in our county about twenty-five years, that’s been in business for over fifty. They are a research and development organization that has developed alliances with Clemson University and use their technology and intellectual properties and developed those into a number of things. Basically advanced materials of all kinds that can be used. Anything plastic, ceramics, specialized metals that can be used in aerospace, medical industry and construction, as well. And they’re -- they do mostly research and development. So the average is thirty dollars an hour, but some of those will be much more than that. So it’s a good opportunity. And especially with the unemployment rate we have right now, it would be very difficult for us to find a lot of employees for anybody. So this is a good opportunity for the county to get high paying jobs and help us raise our average annual salary.

TOMMY DUNN: Anything else, Ms. Floyd?

CINDY WILSON: Thank you, Mr. Chairman.

Earlier this morning I called Mr. Burris Nelson asking some questions about the paperwork going with this inducement agreement and resolution. There was some confusing language. And he kindly had it clarified. And that’s before us that deals with the job creation. So I would recommend that we accept as an amendment to this inducement agreement the clarifying language. And he was kind enough to get it to us in time. We can go ahead and vote for it as it is, but maybe he’ll come back at the second reading to ---

BURRIS NELSON: Mr. Chairman, too, if you -- I’m sorry, Ms. Wilson. This was our first attempt at trying to get a standardized fee agreement. And of course we partner a great deal with Greenville in a lot of our multi-county park agreements. And this is almost identical to the Greenville format they use for fee in lieu of taxes. Some of their wording is not exactly what we’ve always used. But talking about the projected or anticipated jobs and the guaranteed number. That language is a little skewed. And I agree with Ms. Wilson about that language. And the change you have before you is the red lined component and change that we had our attorney that was reviewing these documents prepare for us.

One of the things, though, that simplifies a lot of this is in the ordinance itself there’s a summary page and that’s in your -- not before you, but it’s in your packet of the fee in lieu of tax special source revenue
credit agreement for this project. On page 4 is the summary page that identifies exactly and clarifies that language without having the words there. It’s just the numbers. But I apologize for not addressing that in my presentation just now about the red letter information.

TOMMY DUNN: Thank you. Mr. Harmon, would it be appropriate now to ask for an amendment to change this red line or wait and do it second reading?

LEON HARMON: We can do it now, Mr. Chairman. Or we could wait till second reading.

TOMMY DUNN: We can take care of it to night. Ms. Wilson made the motion to amend it. Do we have a second? Second Mr. Graham. Now, discussion to the amendment. All in favor of the amendment show of hands. Show the motion carries.

Now moving on back to the original motion. Do we have any questions or comments further on it? All in favor of the motion show of hands. Show the motion carries.

We’ll be moving on ---

BURRIS NELSON: Thank you, Mr. Chairman. I appreciate your support. And please forgive me for the confusion.

TOMMY DUNN: Moving on to number 9, resolutions, R2019-012, a resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project 20180801, whereby, under certain conditions. This is the same thing we just talked about. Do we have a motion to move this forward?

CINDY WILSON: So moved.

RAY GRAHAM: Second.

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

LEON HARMON: Mr. Chairman, if I may?

TOMMY DUNN: Yes.

LEON HARMON: There is those same language changes in this document, as well, so you may need to get an amendment and go ahead and approve that.

TOMMY DUNN: Do we have an amendment to get the numbers and the letters and the red liners in there would all be the same with an inducement to match the ordinance’s first reading. Do we have a motion for that?

CINDY WILSON: So moved.

TOMMY DUNN: Ms. Wilson makes a motion to move that. Do we have a second?

RAY GRAHAM: Second.

TOMMY DUNN: Second Mr. Graham. Now discussion on the amendment. All in favor of the
motion show of hands. Show the motion carries.

GRACIE FLOYD: No, it didn't.
TOMMY DUNN: Motion didn't carry.
GRACIE FLOYD: No.
TOMMY DUNN: How come it didn't?
GRACIE FLOYD: I didn't vote.
TOMMY DUNN: But it carried. How do you vote, Ms. Floyd?
GRACIE FLOYD: I vote to abstain, because I don't understand any of it.

TOMMY DUNN: Show the motion -- Ms. Floyd abstains, Mr. Davis is in favor, Mr. Dunn is in favor, Mr. Graham is in favor, Mr. Wooten is in favor, Ms. Wilson is in favor, Mr. Sanders has recused himself.

Now, going back to the original motion. Are there any discussion on that?

GRACIE FLOYD: Yes.
TOMMY DUNN: Go ahead, Ms. Floyd.
GRACIE FLOYD: I know that this resolution goes along with the resolution that -- on the first reading, 2019-012; okay? I know that. And the -- this -- where did he go? Did he leave?
TOMMY DUNN: Yes, ma'am. He was back there.

GRACIE FLOYD: I know that. And I know this thing about the red line thing that somebody caught. But there's no understanding here. I don't understand a bit of it. When we talked you didn't mention anything about any red line things and what was different in this one. We talked about the whole thing but there was nothing mentioned. It may have been back in this book back here. But when we talked I thought that it was explained very well. And I was pleased. But I'm not pleased now because I don't understand it. I'm sure there's a lot of other folks up here don't understand it either. But I'm just big enough and brave enough to say I don't understand it. So whatever it is I will not be voting for it. And I thank you so much.

We have some things to do this week anyway coming up and maybe while we're riding out to the homes of the ladies there we can get it down. But I'll vote on it the second reading if it's clear. And I thank you.

TOMMY DUNN: All in favor of the motion show of hands. All opposed? Abstentions? Show the motion carries with Mr. Davis in favor, Mr. Sanders recused himself, Mr. Dunn in favor, Mr. Graham in favor, Mr. Wooten in favor, Ms. Wilson in favor, Ms. Floyd abstains.
Moving on to Item 9(b), R2019-013, a resolution to approve the participation of Anderson County, South Carolina, in development of an Amicus Brief to the United States Supreme Court related to Kinder Morgan Energy Partners, L.P. v. Upstate Forever, Case No. 18-268. This is something we discussed I think in executive session on legal matters last meeting. Mr. Harmon, would you like to ---

LEON HARMON: Yes. I'll be glad to address it, Mr. Chairman and members of council. As you mentioned this resolution does concern the Kinder Morgan Plantation Pipeline spill that occurred in the Belton area. As you probably recall, a citizen case was brought under the Clean Water Act by Upstate Forever and the Savannah River Keeper. The environmental groups were represented by Southern Environmental Law Center, primarily by Mr. Frank Holleman, who is with SELC. In the Federal District Court, the Court ruled that it did not have jurisdiction to consider the case because of a definition within the Clean Water Act. The Fourth Circuit overturned that case and vacated the District Court opinion. Kinder Morgan has now petitioned the Supreme Court for a writ of certiorari to consider the case before the Supreme Court. Now, the Supreme Court has held this case in abeyance because there is another case before the Court involving a case out of Hawaii that has the same type issues in it.

And Mr. Holleman has contacted us and asked us to consider participating in an Amicus Brief to be filed with the Supreme Court in the Hawaii case. That case will determine the outcome, in all likelihood, in the Kinder Morgan case. We will be working with the Environmental and Regulatory Law Clinic of the University of Virginia Law School. They would actually prepare the brief. (End of this audio file) submit to the Supreme Court. This would be done by them at no cost to the county. And so that's what this resolution covers.

TOMMY DUNN: Mr. Harmon, for the record, I misspoke a while ago. This was not discussed in executive session. I was thinking about something else. This is about the spill. Do we have a motion to get this on the floor?

CINDY WILSON: So moved.

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

JIMMY DAVIS: Second.

TOMMY DUNN: Second Mr. Davis. Now discussion.
CINDY WILSON: May I?

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: This is a very, very important case for our county. And it basically involves the definition of waterway. Am I right, Mr. Harmon?

LEON HARMON: It involves -- the real issue in the case has to do with whether or not an action -- a citizen suit action can be brought under the Clean Water Act where the pollutants are migrating into a water course and not being dumped out of a pipe, if you will, into the water course. That’s the real issue in the case.

CINDY WILSON: Well, I think in that case it’s both. Just to give a recap, the Kinder Morgan Plantation Pipeline leaked somewhere between three hundred thousand and five hundred thousand gallons of petroleum product over a period of time. And the pollution, the product, is going directly into the waterway. It’s in surface water. If you go over there and look, it’s a creek. Beavers have dammed up in two places, so that’s probably a blessing in that it’s slowing down the migration downstream. But about seven, eight miles downstream is Broadway Lake. And beyond that, the Savannah River.

So the polluted water as it goes down the stream affects a lot of communities. And it’s very important that we make sure that we keep our position in Court on this matter because Kinder Morgan does not want to clean up the terrible mess they’ve made. They’ve made some clean-up measures, but they don’t want to clean up to the extent that should be appropriate.

My personal comment on that is it should be as clean as Mr. Kinder’s back yard. And Mr. Kinder is the gentleman who was very involved in Enron before it went down. A brilliant man. He’s made a lot of money; worked hard and made it. But I don’t think it’s really appropriate for a community like Belton to suffer the impact of this terrible leak without them making the appropriate effort to clean up. So getting this before the U.S. Supreme Court is important. Thank you.

TOMMY DUNN: Thank you, Ms. Wilson.

Anyone else?

GRACIE FLOYD: Yes.

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: Okay. At the time that this occurred, Broadway Lake and I contended that the water also affected the lake. But we were told it did not affect the lake, is what we were told. And but now
it seems as if they’ve changed their mind and it did 
affect the lake. I just picked up on tonight. But 
this Kinder Morgan thing is a bone of contention for 
some of us; okay? But I need -- I would like for you 
very much, Leon, to explain again to us about what is 
preparing to happen now? What are they trying to do 
now?

LEON HARMON: Ms. Floyd, what is 
preparing to happen is the Kinder Morgan case is at the 
Supreme Court. There’s a case from Hawaii with similar 
issues to the Kinder Morgan case that is also at the 
Supreme Court. I’m talking about the United States 
Supreme Court now. The Court has accepted cert in the 
Hawaii case and they’re holding in abeyance the Kinder 
Morgan case until they hear the case in the -- hear the 
Hawaii case and make a ruling. And that ruling will 
likely impact the Kinder Morgan case, depending on how 
the Supreme Court rules in that case.

And so where we are now is the county has been 
asked to participate in the preparation of a brief to 
the United States Supreme Court explaining our position 
with regard to the issue that is before the Court.

GRACIE FLOYD: Okay. So if the county is 
going to do that, will Broadway Lake be included in 
that this time? In fact, we were not even invited to 
the meeting. I think the newspaper said that if I 
wanted to have a meeting, I could have my own meeting 
when we were -- uh-huh (affirmative) -- when we were 
all discussing the same thing. But will Broadway Lake 
be in this particular court case as well? It was just 
said that it went down to Broadway Lake.

LEON HARMON: Well, the issue is a little 
broader than identifying a particular water body, if 
you will. What happened with respect to -- and what I 
think you are recalling is that some testing was done 
and the tests did not reveal any petroleum constituents 
in Broadway Lake, but did reveal constituents -- 
petroleum constituents in the creeks higher up in the 
watershed that feed into Broadway Lake. It might very 
well be that they simply had gotten diluted enough to 
the point in Broadway Lake that the equipment being 
used to perform the tests did not pick up an amount of 
material and it was just listed as non-detect. That’s 
what typically happens in the environmental area when 
testing is performed. But it almost would have to 
impact, to some extent, Broadway Lake because there are 
constituents in the upper reaches of watersheds that 
drain into Broadway Lake. But I want to reiterate that 
testing did not show any constituents actually in 
Broadway Lake when the tests were run.
GRACIE FLOYD: Well, okay, I guess you can understand I'm getting mixed messages here because it was just said that it went all the way down to Broadway Lake. So, but I guess you've got to consider the source. And I thank you so much for explaining that.

LEON HARMON: Yes, ma'am.

TOMMY DUNN: Anymore discussion? All in favor of the motion show of hands. Show the motion carries.

Moving on to Item number 10, report from the Planning and Public Works Committee. Without objection, Ms. Wilson, you can do both of your reports now, get them out of the way.

CINDY WILSON: Thank you. Oh, okay. We met on March the 6th at 11:30 a.m. to cover agenda items as follows:

Number 3 on our agenda dealt with the review of zoning standards in relation to commercial uses and storage on residential properties. Members of county council on this committee have had a number of complaints regarding what seems to be a loophole in our existing ordinance where heavy equipment, piles of mulch and logs are kept in a zoned area adjoining a subdivision, creating a haven for vermin. The principal in the -- the principal in question advertises the address of the residence as his place of business and county personnel have visited this site many times in the past eighteen months. But the ugly mess continues. And that's just one example of the issues.

The other concern was used car lots in subdivisions, creating safety and nuisance issues in residential zoned areas. South Carolina laws allow vehicle sales of up to five cars per year. Citizens and residents complain that some of these home sites are being used for permanent used car displays and sales far beyond the homeowner occasionally disposing of one or two family vehicles.

County staff recommended some language changes to correct these problems which would be more fully studied at the next Planning and Public Works Committee meeting.

Number 4, our committee was presented the Leadership Anderson Tiny House Project update. Our own Seth Ridley and Mr. Trey Burns and the leadership class are raising funds for this project for which they hope will alleviate some of the homelessness in Anderson and begin a process of redeveloping and making useful a formerly beautiful mill community that had not had new homes built in approximately fifty years. Leadership
Anderson has purchased the lot, bought the architectural plans and engineering for an approximate seven hundred square foot home on E Street. The neighbors there have been very welcoming and excited for an improvement in their neighborhood. Tonight this group is seeking some funding from County Council discretionary funds. This is a worthy project that represents one approach among many that our committee is exploring to help alleviate local affordable housing concerns.

Number 5. We discussed the quorum issue afflicting our Citizens Zoning Advisory Groups. Each zoned precinct in our county should have at least one resident citizen appointed to this board. Each district has multiple members according to their number of zoned precincts. In a rezoning process or an exception to the zoning of an application, our Planning Department researches the impact and other issues of the project in the immediate neighborhood and makes their recommendation to the -- in the first step in the process. The Planning Department must advertise the time, date, place and purpose of each application involving newspaper ads and postcards sent to each landowner of record within two thousand feet. The Planning Department does not initiate the process until they have a confirmed quorum for the associated citizen zoning advisory group. This board is not a state mandated part of the process, but that provides a vital insight as to the neighbors' desires as reflected by their comprehensive land use map and plan from which the zoning classifications were originally drawn. Our Planning Commission, which is the next step in the -- and is state mandated and has a regularly scheduled monthly meeting is the next step.

The problem that has come about in the last two years is that after elaborate arrangements and expenses are made, some of the committee members who committed to coming are not showing up, leading to canceled meetings. Surrounding landowners, applicants, county staff and others who came to participate are horribly inconvenienced by this situation. Our County Council has amended the ordinance to allow the application to proceed to the Planning Commission and schedule. But this dilemma was discussed and referred to our next Planning and Public Works meeting.

The sixth item, an abbreviated capital improvement project and capital maintenance project list for 2021-2024 was quickly looked at and request for further detail made. This is a state mandated part of our budget process.
Next we listened to a handicap parking issue which was mostly occurring in the city of Anderson and involved an elderly couple trying to park their van in the designated van handicap parking spot that are being taken by others. The county has no jurisdiction in this matter but suggestions were made to help alleviate the problem. And our Planning staff is trying to get in touch with the city to see what they can do to help the problem.

A motion to adjourn was made after we agreed to meet again on 15 March. So thank you to all who participated with us. Does anyone on our committee have anything they would like to add to our meeting?

Okay. The next Planning and Public Works Committee meeting was on the 15th of March and it convened at 9:30 a.m.

Number 3, our committee took up recommendations regarding amendments to the Zoning Standards Chapter 70 Article 6 in relation to commercial uses and storage on residential properties. Our committee voted to move this item to County Council for full council review and approval. The proposed amendment is in your packet marked Exhibit A, and it reads as follows: Exhibit A, 6.4, Commercial Equipment and Materials. In all our districts, with the exception of RA, which is residential agricultural, all commercial equipment and materials associated with an offsite business that are stored on a property must be kept enclosed or otherwise screened from public view. That is using a six-foot high stockade fence. Such equipment and materials may include, but are not limited to, tractors, backhoes, front end loaders, skid steers, ditch witches, grinders, chippers, shredders, large commercial equipment or other machinery, logs, stumps, mulch or debris; paper, plastic and cardboard debris or containers; auto parts and tires; appliances and furniture; rock, gravel, railroad ties, building materials or other supplies or materials. And that is -- that was voted on unanimously by our group and we bring it before you tonight for your consideration.

TOMMY DUNN: Coming from the Planning and Public Works Committee doesn’t need a second. Are there any discussion? All in favor of the motion show of hands. All opposed. Show the motion carries.

Moving on, Ms. Wilson.

CINDY WILSON: I’m trying to find the next matter. Item 4 was the traffic study resolution, which is in your packet. This measure was unanimously voted to be moved to full council for approval last year and somehow was overlooked. Our committee revisited this
serious matter and voted unanimously to recommend to County Council approval of the following resolution 2019-14. Let me try to find it so I can read the most important parts to y’all. And it’s in your packet.


CINDY WILSON: It’s under number 4. Maybe I can help. If you look at number 12 on our council agenda tonight, it is number 4, the number 4 tab, under 12.


CINDY WILSON: This is Resolution number 2019-014. The first item under that heading, it says the County Administrator is hereby directed through the county procurement process to develop a list of not fewer than two traffic engineering firms that have engineers licensed by the state of South Carolina with traffic impact study experience for the purpose of performing traffic impact studies for projects which section 38-118(f) of Anderson County Code requires.

The second item to consider in this resolution, the County Administrator is further directed to develop a procedure whereby any project within Anderson County requiring a traffic impact study will be performed by an engineering firm on the county’s approved list and hired by the county to perform the traffic impact study, including without limitation, the following:

(A) County staff shall determine the scope of services required in the traffic impact study and obtain a cost estimate for such services from an approved engineering firm.

(B) The project applicant shall provide funds to the county equal to the estimate, plus ten percent, for the traffic impact study. Any funds not used by the engineering firm for the traffic impact study shall be returned to the applicant in a timely matter without interest.

(C) The county may require additional fees for the traffic impact study from the applicant if the scope of the traffic study expands, the applicant substantially amends the application, additional meetings with the engineer are requested by the applicant, the engineer’s presence is requested at meetings with the federal, state or local agencies, boards or committees not anticipated in the earlier scope of services.

That’s the most salient part of that particular resolution. And we voted unanimously to recommend to
council approval.

TOMMY DUNN: Coming from the Planning and Public Works Committee it doesn’t need a second. Any discussion?

JIMMY DAVIS: Mr. Chairman?

TOMMY DUNN: Mr. Davis.

JIMMY DAVIS: This is very, very (not speaking into mic).

TOMMY DUNN: Thank you, Mr. Davis.

Anyone else?

GRACIE FLOYD: Yes.

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: Mr. Chairman, since we did not have this information in our booklets and this is the first time some of us have seen this, I ask that we please, let’s table this until we have had time to look at it, read it, and ask questions about it.

TOMMY DUNN: Ms. Floyd makes a motion to table it. It’s not a debatable thing. I think this is a very important issue. But Ms. Floyd makes a motion to table this. I don’t that we have time. But like I say it’s not debatable. Do we have a second? Second on Ms. Floyd’s motion.

CRAIG WOOTEN: I just ask for clarification, would it need to go through three readings?

TOMMY DUNN: Resolution is only good for a year. This has got to come back up to put it in the form of an ordinance.

CRAIG WOOTEN: Okay. So it’s now or we -- I second to table then.

TOMMY DUNN: Mr. Wooten seconds. All in favor of tabling this issue till next meeting show of hands. All opposed. Show the motion fails with Ms. Floyd and Mr. Wooten in favor. Mr. Davis, Mr. Sanders, Mr. Dunn, Mr. Graham and Ms. Wilson opposed.

Going back to the original motion.

CINDY WILSON: Mr. Chairman, may I?

TOMMY DUNN: I’d just like to say point blank what this does, we’ve got in our ordinance to do traffic studies when it meets certain criteria. What this is changing is, instead of the developer or whoever picking the engineer or traffic company, the county picks it. We have a list. The developer pays for it. What we’ve had in the past, it seems like -- I’m not accusing nothing -- but some very questionable studies. I was at the last Planning Commission meeting and there was some things brought up there that didn’t seem right. But this -- I think this shores it up.

This is much -- especially in Mr. Davis’ area, but
Anderson County Council - County Council Meeting - March 19, 2019

others too, developments we have going on, I think it’s
time sensitive. This will come back up. This is only
good for a year. Sometime in the next month or so,
this will come back up for debate and it’ll be put in
an ordinance, for three readings. The reason this was
done as far as a resolution was to get it on the books
and start getting some enforcement on it.

Anymore discussion?

CINDY WILSON: May I?

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: This has been bandied about
and discussed and researched for well over a year. And
I’m on record for railing for some measure to protect
our county taxpayers. Everywhere else in the world,
and I’ve made my living in real estate and done a
little bit of development, and I’m here to tell you,
anywhere else when you bring a project in, it’s usually
not a matter of whether you have to have accel, decel
and turn lanes, you’re going to put them in. And it’s
considered the cost of doing business. How can it be
fair to our traveling public and to our county
taxpayers for a developer to come in, make their
profit, skip out and we have bottlenecks of traffic and
there’s no way we have the money to go back and
retrofit that road or upfit that road to meet the new
traffic loads. So I’m sorry I don’t know the measure
got overlooked between our committee and coming back to
y’all. And I take responsibility because obviously I
thought it had passed and it didn’t. Thank you.

TOMMY DUNN: Thank you. Anyone else?

GRACIE FLOYD: Yes. Mr. Chair?

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: I think that what is before
us could be a good idea, suggestion, proposal or just
whatever, but the thing is that nobody knew about it.
I wasn’t privy to the Planning Commission where you may
have discussed it for years and years. This is the
first time we have offered -- we have been offered
anything to look at this most important situation. And
not to give, and not to give all council a chance to
understand what it is and why it is and just let a few
people know what it is, I think is -- I don’t think
it’s right. I really don’t think it’s right. If it’s
that important then it should have been privy for all
of us to have seen it. Some of them don’t even have
this in their booklets, but yet we were asked to vote
on it. It doesn’t seem right.

BRETT SANDERS: Mr. Chairman?

TOMMY DUNN: Ms. Sanders.

BRETT SANDERS: Yes, sir. I along with
Mrs. Floyd did not have that in my packet, but I did attend the Planning Commission meeting and a lot was discussed. And I do support what is going on here. But I also understand her and Mr. Wooten’s concerns about not having the packet. But the reason I voted the way I voted was because I did attend the meeting. I did not have the packet in front of me, but I did take notes at the meeting. I think it’s a good thing for the county. It will help the taxpayers. And I just wanted to go on record as saying that.

TOMMY DUNN: Thank you.
BRETT SANDERS: Thank you.
TOMMY DUNN: All in favor of the motion show of hands. All opposed. Show the motion carries, Mr. Davis, Mr. Sanders, Mr. Dunn, Mr. Wooten, Mr. Graham, Ms. Wilson. Ms. Floyd opposes.
CINDY WILSON: The recommendations regarding the Zoning Advisory Group was tabled after consideration discussion. There will be further review and it will be brought back for -- to this committee in the future as it’s noted that the value of the zoning -- Citizens Advisory Zoning Group have added especially to those newly zoned area. It’s such a vital link that we’re going to try to talk about it a little bit more.

The next item, number 6, the overview of the CIP and CNP plan for fiscal years 2021 to 2024 was set aside for the next meeting for greater study with the respective department heads. We had six citizens and five who spoke, and they were mostly concerned about big containers containing rental unit furniture that were set at a residence between Concord and Brown Roads, along with trash and other unsightly issues affecting their neighborhood. And that goes right in tandem with the previous Chapter 70 Article 6 part that we just amended. They were -- most of their complaints will be addressed by Chapter 70, Article 6 amendment. We really appreciate the citizen participation. And they’re a welcome part to our jobs. Their input was greatly good for the process, and we want to make sure our of our citizens know they’re welcome to come to their meetings. How else will we know about the impact and effects of measures that we’re studying. We voted to adjourn but will plan our next meeting soon.
Thank you to all that made this meeting possible. Does anyone have anything to add to what I just presented?
GRACIE FLOYD: Yes. Mr. Chairman.
TOMMY DUNN: Yes, ma’am.
GRACIE FLOYD: Question for Ms. Wilson.
Will we be getting minutes from these meetings in the near -- very near future?

CINDY WILSON: This is the report. I don’t know that we need verbatim minutes.

GRACIE FLOYD: Yes. If you receive your Roberts Rules of Order booklet it’s stated in there that all meetings should have minutes.

CINDY WILSON: These are my minutes.

GRACIE FLOYD: But will we be getting those minutes?

TOMMY DUNN: The minutes will be -- I’ve asked the county attorney to look at this. This will be coming before full council. Because if it’s not in our ordinance book, full council will vote one way or the other how it goes in the very near future. And look forward to that debate.

GRACIE FLOYD: All right. Thank you, Mr. Chair, but I believe it is in our ordinance.

TOMMY DUNN: And that’s been asked of the county attorney. That way I ain’t taking no chances.

Moving on to Item number 11, report from Recycling and Solid Waste Committee held March 13th. Mr. Sanders.

BRETT SANDERS: Yes, sir, Mr. Chairman. As you said, we met March the 13th, 10:00 a.m., to discuss long term and short term plans to reduce or help curb our litter epidemic. We had a representative from Palmetto Pride, which is working on a statewide campaign. We also had Anderson County Solid Waste, Greg Smith, Sargent Hayes was there, as well. We talked with them about working on a plan in accordance with the state’s initiative. I know they have a lot of things coming on, billboards.

There was also a discussion, and we voted to -- or discussed letting the Solid Waste Department come up with a plan, a financial plan, to determine what we need to actually get onboard with the state’s program. I mean it would be a statewide initiative and then the county can piggyback off of that. Like I said, they have ad campaigns with billboards. There were some things in there that was addressed to the state of South Carolina. And I believe during our meeting we requested that we could use their campaigns with Anderson County on there. And it was said that they did not have a problem doing that. So we basically put everything back -- the Anderson County Solid Waste Department is going to have a plan and a list of financials to bring back before us to take before the Finance Committee.
I don’t know if the public is aware, but the state wasn’t able to do -- they usually help in the spring and the fall with litter pickup, but in the fall we missed out because of hurricanes and some of the employees were sent elsewhere in the state.

I would also like to thank our Administrator, Mr. Burns. I received an email with a letter which I posted on social media, as well. I think I also got a letter afterwards, Councilman or Council Lady Wilson asking our state senators and representatives for some help. I do know that Mr. Burns’ letter was responded to and the state actually sent people out on March the 14th, and I actually witnessed them myself out on 29 picking up trash and litter along the roadway. It was also stated that they’re planning on coming back in the fall and the spring, as well. If anyone else on our committee would like to add, please feel free to do so at this time. And again, thank you, Mr. Burns and Ms. Wilson, for your letters.

TOMMY DUNN: Thank you, Chairman Sanders. Just for the record, two items on that, our TV station has started doing a little bit of advertising on that. I think that’s a great resource and everything. I think it can help get out the word. Also, get out the word about not only recycling but how you get the community on the Adopt A Road Highway Program. Also, Pickens County reached out this year wanting to do a thing -- I think it’s too late because we’ve already got our clean-up days set, but that might be something the committee looks at next year -- having it the same day as Pickens County and they’re looking at Greenville and Oconee, too, and that would maybe get more publicity out there if the counties are doing it all at the same time. Appreciate y’all’s work on this ongoing thing. Go ahead, Mr. Sanders.

BRETT SANDERS: On April the 13th is the county’s clean-up date. So I ask everyone to get their friends and family and businesses involved and hopefully we can make a difference one piece at a time.

TOMMY DUNN: Thank you. Appreciate the work y’all are doing.

Moving on to Item number 13, report from the Sewer Ad Hoc Committee, Chairman Wooten. Chairman Wooten.

CRAIG WOOTEN: Thank you, Chairman Dunn. On March 15th we had a Sewer Ad Hoc Committee, and we continued some items from a previous committee. Staff came forward with a memorandum of understanding that would allow the county to transition operations of our sewer system in the northwestern part of the county over to REWA, which is a much later entity that spans
into Greenville County. We thought that it would be a potentially cost effective solution that would allow for expanded service in that county and at the same time would allow the county to be able to step back on some of the infrastructure costs that that would take. So with that, within your packets was the Memorandum of Understanding. This would be a precursor to the county going into formal negotiations on a contract. It outlines on the bullet points the items that are of most importance to make sure that we’re in general agreement going into the contract negotiations that both parties have favorable intent and see the benefit of it and will take the resources and time to pursue a contract. So this comes from the Sewer Ad Hoc Committee with unanimous recommendation. I move that in the form of a motion to the council.

TOMMY DUNN: Coming from the committee, it doesn’t need a second. Are there any discussion? All in favor of the motion show of hands. Show the motion carries.

Moving on to Item number 4.

CRAIG WOOTEN: The second item was an item of discussion in regards to summer adjustments. If you think about it in a way when your water comes in and your water goes out via sewer. Well, in the summer time people will use water to water their grass, they’ll fill up their pools, they’ll wash their cars, at a higher rate. If that individual doesn’t have two water taps, it’s hard to differentiate what water came out and then went back out as sewer. And so traditionally there’s been some summer adjustments within billing to accommodate that. But that doesn’t always line up with the way the water companies do their billing and there’s some irregularities there. So the county talked about a phase-in approach where we can start reconciling those systems so that people will get accurate billing on those summer water outputs. So from the committee’s standpoint, we wanted to make sure that in aggregate people were not getting hit with any kind of increase but that we were searching a way to make it be equitable and fair to those across the board and would be favorable to the county. We’re going to continue the discussion with staff moving forward in the budget process.

TOMMY DUNN: Thank you, Mr. Chairman.

Anything else?

CRAIG WOOTEN: No, sir.

TOMMY DUNN: At this time we’ll be moving on to Item number 14, report from the Finance Committee held March 15, 2019. Chairman Wooten.
CRAIG WOOTEN: Thank you, Chairman Dunn.

With this committee we had a good many line items, but we started the committee meeting hearing from Coach Denny Floyd. He runs what they call a Cavaliers football team. Myself thought it was just a football team, but he went on to elaborate that they do many sports within the county. And they use the McCants field over here behind Mills on Wheels. And basically whether it's for home school, private school, alterative school, kids, boys and girls who need a place after school to play sports, have a mentor, have a positive role model in their life. They're doing a jam-up job with this. Coach Denny Floyd is very passionate about it. Don Peppers is a community leader from the Pendleton area who's heavily involved. Michael Cousar (Phonics) is a coach on this team. So this is a quality program that allows for young folks to have a mentor and to have some productive outlets in the afternoons with their time.

We talked about trying to help them with using the Civic Center for some practices. And that was a positive way the county could support their mission. We also talked about being a liaison to the city with them because they were incurring some costs with the city for using the McCants field and we wanted to work with them to help them with those expenses. And then individual council members talked about being able to help them moving forward in the budget process for next year. With that we received it as discussion and information, and it was a very positive way to start the meeting.

But from there we went on to some items of a more technical nature. And the first one is Bid 19-030. The title of it is a little confusing. It says aircraft rescue and fighting vehicle. So at first glance you think that this might be like an Apache helicopter. But in reality what it is, is a fire truck for the airport. And with our expanded ... (end of audio)

CRAIG WOOTEN: ... doing out there. We're seeing larger and larger planes come in on a more frequent basis. Heaven forbid if there were to be a fire out there, you know, with jet fuel. We want to make sure that we have the appropriate fire truck that can respond. And the fire truck that we have in Townville is (audio is going in and out) We wanted to make sure that the county had the appropriate vehicle. So there were two bidders. With it being a unique item you would expect only a couple of bidders. Not everybody makes things like this. But the bid that
procurement recommended was to a company called Oshkosh and it’s three hundred and twenty-two thousand one hundred and seven dollars. And that came as a unanimous recommendation from the committee. And I put that in the form of a motion.

TOMMY DUNN: Have a motion. Have a second? I’m sorry, don’t need a second. But discussion. I would just like to say -- correct me if I’m wrong, Mr. Burns or Chairman Wooten -- this is being funded by a grant. Is that not correct?

CINDY WILSON: Yes.

RUSTY BURNS: (Not speaking into mic) federal government, five percent from the state. We’ll have approximately seventeen thousand dollars in the year to put this in play. It’ll be in the process here now. Anymore discussion?

BRETT SANDERS: Yes, sir, Mr. Chairman.

TOMMY DUNN: Go ahead, Mr. Sanders.

BRETT SANDERS: Correct me if I’m wrong, but I think it’s required by the FAA; isn’t it? It’s a requirement from the FAA to have to respond within a certain time frame with a certain distance and what they have out there now does not meet those qualifications.

TOMMY DUNN: We’ve had trouble meeting them before and I want -- the trouble is we would have to have a fire truck that would be centralized that would have to come stand by there. They volunteered. It would be very difficult to come by there and stand. So to keep the airport open, we do need to do something.

BRETT SANDERS: Okay.

TOMMY DUNN: And I think it was our airport manager that went out and helped find it -- found this grant to help us fund this on that thing right there. Anything else? All in favor of the motion show of hands. Mr. Chairman, carry on.

CRAIG WOOTEN: The second item was bid 19-042 is the Historic McCants Gym re-roof. And this is a gym that I grew up having activities in. It’s a quality facility, but it’s an older facility and it needs to be taken care of. And for us we needed to seriously look at putting a roof on top of it because if it were to incur more damage then it could reach a point that we couldn’t insure it and we couldn’t bring it back up to speed. So the committee heard from staff on that and had discussion. And we unanimously recommended to go ahead and re-roof this gym at a cost
of two hundred fifty-one thousand seven hundred fifty
dollars. There were seven bids, which was encouraging.
I mean this was an item that a lot of people could do.
And what was also encouraging, the lowest bidder was Turnkey Construction, which was a local roofing company, and we've really made an initiative of hoping
to work local when it makes sense.

TOMMY DUNN: Coming from the committee, it doesn't need a second. Any discussion? All in favor of the motion show of hands. Opposed like sign. Show the motion carries. Mr. Chairman, moving on.

CRAIG WOOTEN: We had three capital items. One is the donation of a truck to the town of Honea Path. It was roughly about a four thousand dollar Chevy truck that was an older truck that we were rotating out of our fleet. And they were in need of a vehicle to be donated for their animal control department and this seemed like just a win-win for everybody and the fact that we could work with them to get that. So we bring -- that was unanimously approved or recommended. And we bring forth that as a motion to allow Honea Path to have the Chevy truck.

TOMMY DUNN: Again, coming from the committee it doesn't need a second. Any discussion? All in favor of the motion show of hands. Opposed like sign. Show the motion carries. Moving on, Mr. Chairman.

CRAIG WOOTEN: The second item was a building in Belton. It was talked about earlier, that Belton could use this small building as a Farmer's Market. It's in the middle of town. They could allow police access there. It's at 101 Breazeale Street. It was a building that the county owned and we leased for a nominal amount to a local entity. That lease came up and for us we had discussion about the benefit of it to Belton. Obviously, being in the county, we wanted to support them as much as we could. About a sixty thousand dollar market appraisal value. And we had a little bit of discussion, we want to make sure if we give somebody something like this that they use it for their benefit, they don't turn around and sell it. We were assured by staff that we could have some precautions put in there to make sure that didn't happen. So that comes as a unanimous recommendation from the Finance Committee.

TOMMY DUNN: Again, doesn't need a second from the committee. Any discussion? All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously. Moving on, Mr. Chairman.
CRAIG WOOTEN: The last capital item was the Mill Town Players sign. My children went to an event there two weeks or three weeks ago, I believe it was. They’re doing some very quality items up there that actually I feel is attracting folks from all over the county and even outside the county. But they had a sign that they put forth at a cost of about fifty-four hundred dollars and outlined what they were doing. It’s a good thing going on up there, and we made a motion to recommend that unanimously.

TOMMY DUNN: Coming from the Finance Committee, again, doesn’t need a second. Any discussion? All in favor of the motion show of hands. Opposed like sign. Show the motion carries.

Moving on, Mr. Chairman.

CRAIG WOOTEN: Last item, number 6, was a financial update that just led into a level of discussion. But, you know, from the comprehensive annual financial report from 2018 and schedule of expenditures. We looked at different line items that were performing well that were coming under budget. And just trying to get an understanding of where we’re going and where we’ve been. You know, in that same vein, we had discussion on how to improve operations and potentially how to incentivise staff or reward staff for operating under budget. And a lot of times spending throughout the year is not consistent. It can be up and down, depending on the timing of the year, ending of the year, beginning of the year, and we wanted to make sure that we put in procedures that allow staff to feel confident that they can provide the utmost service to county, but also that if they were to find ways to make improvements and to save money that they’re rewarded for that and recognized for that and that we didn’t have any negative incentives in place.

So we had a robust discussion about that. Heard from staff. Heard from council members. And really had a lot of items that we’ll take forward to the next meeting and continue the conversation with.

With that, that concludes what we spoke about at the Finance Committee held on March 15th.

TOMMY DUNN: Thank you, Mr. Chairman.

Moving on to Item number 15, report ---

GRACIE FLOYD: Mr. Chair?

TOMMY DUNN: Yes, ma’am.

GRACIE FLOYD: Thank you. Mr. Wooten, also in the Finance Committee meeting we had an issue there on 6(a). Will that one be carried over into the next council meeting as -- for discussion on that? Be continued in the next financial meeting? Because
that’s important.

CRAIG WOOTEN: Yes, ma’am. That’s what I asked staff with all this that, you know, whenever we have discussion on this, I don’t want it to end at one meeting. I want it to continue and hopefully grow to some kind of resolution; either that we either act on it or decide to change it. But most definitely.

GRACIE FLOYD: Okay. But we’re not prepared to discuss it at this time?

CRAIG WOOTEN: No, ma’am. No, ma’am.

TOMMY DUNN: Thank you, Mr. Chairman.

Moving on to item number 15, report from the Public Safety Committee held March 18, 2019. Chairman Graham.

RAY GRAHAM: Thank you, Mr. Chairman.

This is in reference to a meeting held March 18th for Public Safety Committee. As one of the council members from Pelzer had discussed earlier, this is an intergovernmental agreement with the town of Pelzer, along with Anderson County Sheriff’s Department. It’s a fairly common practice throughout the state. Basically what it’s doing it allowing county deputies -- they’ve done some figuring and basically they’ve got it down to where the town of Pelzer is going to hire off-duty deputies which would patrol in the Pelzer Town limits, naturally in uniform in marked vehicles as a deputy stationed specifically for that area. And the town of Pelzer is actually going to cover the cost of that. This will be in addition to the actual region deputy that’s already assigned to that area, which is actually outside of Pelzer, as well. And in a sense, it’s an opportunity for them to get some extra coverage without having to front the money up front for a police department or starting something like that up. Basically kind of gives us an opportunity to kind of get ahead of the game and see what benefits it brings.

A lot of times it can bring some tremendous benefits as far as economic development or curb some problems in some specific areas. Definitely commend them for taking a step toward doing this and commend the Sheriff and his staff for working this plan out. This was voted on at Public Safety and it’s brought before full council for your support, with one hundred percent support from the Public Safety Committee.

TOMMY DUNN: Coming from the committee, doesn’t need a second. Any discussion? All in favor of the motion show of hands. All opposed?

Abstentions? Show the motion carries unanimously. Ms. Floyd, you abstaining?

GRACIE FLOYD: I did.
TOMMY DUNN: Okay. Mr. Davis, Mr. Sanders, Mr. Dunn, Mr. Graham, Mr. Wooten, Ms. Wilson in favor and Ms. Floyd abstains.

Moving on, Mr. Chairman.

RAY GRAHAM: Thank you, Mr. Chairman.

For council members that did support that, I do appreciate it. It does bring some benefit to our citizens in Anderson County.

Moving on to number 4, discussion concerning small unmanned aircraft safety and privacy issues. This is basically the kind of -- bring it down to layman’s terms, it’s concerning drones throughout the county. It’s beginning to be a pretty popular hobby that people has as far as with these drones. And there’s been some issues as far as on personal level as far as with citizens and also members of the community that’s had some issues where basically they feel like their privacy has been impeded on.

With that being said, this was brought forth to Public Safety from last council meeting that we look at this. Basically there was no action taken. No action recommended back to full council. We have got several questions concerning basically what’s the FAA’s responsibilities as far as enforcing what’s already in place. And you know, on the other hand, what can the county do? What can we put in place that’s not going to step on FAA’s policy already there. And you know, basically how can we make a situation better? I mean whether it’s through an ordinance or whether it’s through working with FAA or whoever. So we’ve got a lot of questions from the committee. Our attorney is going to be checking on some of those and trying to get us some answers back. Ms. Wilson, she has done a tremendous amount of research on this with FAA and is remaining in contact with them on a regular basis and bringing information back as far as what’s already in place.

The biggest thing that we -- and I say we. I think all the way across through government lines whether it’s local, state, federal, it’s always real easy to raise your hand to enforce or to put something in place. But we don’t put the meat and potatoes behind it to actually enforce it or, you know, give the true backing as far as what it would need to basically solve the issue. So in a sense I think that’s what the committee has recommended, that we kind of do our homework and determine what can we actually do as a county to make it better for our citizens. At this time there’s no recommendation on that. We will be carrying that on with some other meetings. Thank you, Mr. Chairman.
TOMMY DUNN: Thank you, Mr. Chairman. Look forward to hearing that. Appreciate the committee’s work.

Moving on to Item number 16, road acceptance into county inventory. If there’s no objection we can take all three of these at one time. I make the motion we accept these in the county as inventory as long as they meet all county standards and with staff’s recommendation. Put that in the form of a motion.

CINDY WILSON: Second.

TOMMY DUNN: Second Ms. Wilson. Any discussion? All in favor of the motion show of hands. All opposed? Abstentions? Mr. Davis, Mr. Sanders, Mr. Dunn, Mr. Graham, Mr. Wooten, Ms. Wilson in favor and Ms. Floyd abstains.

Moving on to appointments. Are there any appointments tonight? I’m not aware of any.

Moving on to requests by council members. Mr. Davis.

JIMMY DAVIS: Thank you, Mr. Chairman. I would like to allocate from my special projects fund three hundred dollars to the Piedmont Public Service Convention to be carried on to the Piedmont Crime Watch Group. This is a group that’s very active in the Piedmont area and is working hand-in-hand with the Anderson County Sheriff’s Department, and they’re doing a lot of great things. And this will help them with their advertising and just reaching out to the community to aid our sheriff’s department and help curb crime in Piedmont. So I make that in the form of a motion.

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

CINDY WILSON: Second.


Anything else, Mr. Davis?

JIMMY DAVIS: That’s all, sir.

TOMMY DUNN: Mr. Sanders?

BRETT SANDERS: Yes, sir. I’d like to put in the form of a motion for the Riverside Middle and Pendleton High School Archery Teams in District 4, the sum of one thousand. And also, and I don’t know how to do this the proper way. Maybe you can assist me. The Anderson Class Tiny Home Foothills Community Foundation, I would like to donate a thousand to them, but I’m also in the process of working on getting the concrete poured and the foundation done as a gift. So I guess what I want to do is a thousand there and then
I’m working on getting the slab and some other things done for them.

TOMMY DUNN: Put that in the form of a motion?

BRETT SANDERS: Yes, sir.

CINDY WILSON: Second.

TOMMY DUNN: Second by Ms. Wilson. Any discussion?

CINDY WILSON: That’s awesome.

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

BRETT SANDERS: No, sir, I’m fine. Thank you.

TOMMY DUNN: Ms. Floyd?

GRACIE FLOYD: I have some plans, but I don’t have anything tonight.

TOMMY DUNN: Thank you, Ms. Floyd. Mr. Graham?

RAY GRAHAM: Thank you, Mr. Chairman. I’d like to -- if I could ---

TOMMY DUNN: Go ahead.

RAY GRAHAM: --- I’ve got several, do them all at one time if that’s fine with you.

TOMMY DUNN: Go ahead.

RAY GRAHAM: I’d like to do one thousand dollars to the Tiny Home fund. I’d like to do three hundred dollars to Westside Community Center, and I’d like to do two thousand dollars to Belton Alliance for the Chili Cookoff.

TOMMY DUNN: Mr. Graham puts that in the form of a motion. Do we have a second?

CINDY WILSON: Second.

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

RAY GRAHAM: That’s it, Mr. Chairman.

Thank you.

TOMMY DUNN: Mr. Wooten?

CRAIG WOOTEN: Yes. I would like to help the Leadership Anderson Tiny Home Foundation, but I plan to do it in the next fiscal year, just for budgeting. I don’t know that I can be of much help with what I have, my balance. But for the Westside Community Center made a request to all council members, I’d make a motion to do two hundred and fifty dollars.

CINDY WILSON: Second.

TOMMY DUNN: Have a second Ms. Wilson.

Anymore discussion -- I mean any discussion? All in
favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously. Anything else, Mr. Wooten?

CRAIG WOOTEN: No.

TOMMY DUNN: Ms. Wilson?

CINDY WILSON: District 7 is broke.

TOMMY DUNN: Okay. Out of District 5's special source account, I'd like to appropriate fifteen hundred dollars to the Westside Community Center. I'd also like to appropriate fifteen hundred dollars to Tiny Homes. Put that in the form of a motion.

CINDY WILSON: Second.


Moving on to Item number 19, request for endorsements. Family Promise of Anderson County and United Housing Connections. I think we've done this in the past and I'll let Mr. Burns explain it.

RUSTY BURNS: In the past these groups were to provide services for the homeless in Anderson County. There's no monetary contribution requested of the county. They just request county council to endorse and allow us to send a letter on your behalf.

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

CINDY WILSON: Second.

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

Administrator's report.

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

TOMMY DUNN: Thank you.

Moving on to Item number 21, Citizens Comments. When Mr. Harmon calls your name please step forward, state your name for the record and your district and address the chair. You've got three minutes.

LEON HARMON: Mr. Chairman, first citizen signed up is Tonya Winbush.

TONYA WINBUSH: Thank you so much. I am a part of, I think, District 2 or 1, Mr. Wooten. And again, my name is Tonya Winbush. I just really want to address Ms. Floyd, how she constantly asks questions and she clarifies everything. The only thing that we have is what you give us, which is this. And the people that come up to give a report or kind of give us background, we don’t have privy to any meeting minutes
that I think was appropriate to ask for the minutes
because if you tell us what they said, you’re going to
miss something. And that’s why the rules are there and
that’s why we have policies. That’s why we try to
follow what people have taught us to do with the rules
that Ms. Floyd has suggested. I don’t think that
that’s unreasonable to ask for minutes for every
meeting. I work. I have children. And I can’t be at
every planning meeting, every sewer ad hoc meeting,
every meeting that they’re talking about here. And I
would just want to really, really applaud Ms. Floyd for
allowing us the opportunity to break everything down
and to say this is what this means and this is why you
are saying this and this is what you’re referring to
because it makes it plain for me. And even the little
bit that she does, which I really want even more
explanation, I just want to applaud you. And I’m
hoping that we can bring more suggestions to that. I
would like to be able to get the video, as well. And
I’ve been trying to find it and I can’t, so I will ask
later on how to get that. But I think that that would
make more citizens want to be a part of these meetings
if they knew what was going on. It’s a lot of
information that’s being put out. And if we had those
minutes somewhere or if it was a part of the email or
those packets, those long documents. For you not to
have them available to us, it’s an insult to say maybe
that I wouldn’t understand, but I would. And a lot of
other citizens would, as well. And so I just
appreciate you and I thank you and I hope that you do
more of that. And I hope that this statement and this
comment will have more of an impact and an influence
and we will be getting more information in reference to
what’s going on in the county council. Thank you.

TOMMY DUNN: Mr. Harmon.

LEON HARMON: Mr. Chairman, next speaker

is Elizabeth Fant.

ELIZABETH FANT: Elizabeth Fant, District 3.

I want to talk about safety issues. You’ve talked
about -- touched on a lot of them tonight. I happened
to go on a street beside the Uptown Lounge heading
towards Main Street. There’s a building, the Johnson
Building that’s right there and there’s no curb or no
sidewalk beside it. Getting a little (not speaking
into mic) of road down. As I was coming down there
were two individuals who had what looked like a
forklift. The forklift kept raising up and raising up
(not speaking into mic). There weren’t any cones out
in the road. There weren’t any blocking to keep me
from going down there, but I saw it going on and I
thought about these commercials where you see a piano falling off a building on top of a car. And I said, I’m not going there. Anyway, it finally got to the top and there was an individual on top of the building that was trying to grab a box. After they grabbed the box, I came up to the two individuals and I was going to (not speaking into mic) they could forward a message to their boss and neither one of them spoke English. So I realized probably they didn’t even realize the safety issue there. I found that -- I find that unconscionable that how that can happen in the city. There must be safety regulations about blocking off with cones and so forth. I don’t understand how stuff like that happens.

The new courthouse is getting a roof. I had mentioned to Mr. Burns I thought they needed it. I could see tiles. They’ve had the parking lot blocked off for a good long while in the back. I want to suggest about that parking lot. Number one, there shouldn’t be any individual that parks back there that works in that courthouse with the exception perhaps of the major judges to have a designated parking place. Sheriff’s patrol, all the other employees, they need to park in the parking garage. That parking lot needs to be for the individuals who come for business. Not people who are coming there daily to work. When they rework the parking lot, they need to design it angle lines, not square lines. You can hardly get in a parking place there. And they’ve got so many jammed in there that when you do try to park in there, if there’s one empty, you’re at the risk of running into somebody or whacking a door off. Mr. Burns, I’m putting that as a hot and heavy recommendation.

We’ve got real problems with our roads. Over in Belton we have two sinkholes. I’m not talking about a pothole. I’m talking about where you look down into it, it goes to black in there. We’ve had so much rain, I don’t know what all is wrong with the roads there. It just so happens that one is in a private parking lot and the other one is ---

LEON HARMON: Time, Mr. Chairman.

TOMMY DUNN: Thank you, Mr. Harmon.

Next?

LEON HARMON: Next speaker is William Meredith.

WILLIAM MEREDITH: I want to reiterate what I was talking about and try to expand just to a small degree. But I’d like to thank y’all for what I heard tonight. I’m heartened to hear the Amicus Brief thing that we’re going to be standing up to these people that
are hopefully not going to be allowed to get away with polluting Broadway Lake. But yeah, again, we’ve got a little Facebook thing that I think somebody may have already signed up for, it’s called Waste Nothing. That’s what I want to do. But I’d like to see us commend the elected officials and as citizens, just try and do better. We’re wasting a lot of our resources by virtue of petty turf wars or bureaucratic whatever. I heard -- and I appreciate what you’re doing. I have worked for the Great American Clean-up or Anderson County Clean-up for several years now. I mean, it’s good. I’m glad we’re doing it. But we could do so much better. I don’t know why we’re just doing it twice a year? Why don’t we do it every season? Why don’t we do it four time a year?

Now, I said something about schools earlier. You know, every school could be a drop-off location for people to take their recycling. Cardboard is a profitable recyclable according to our recycling specialist. We’ve got Clemson University right up the road, the number one in college football, okay, rah-rah. We could be number one in environmentalist -- environmentalism if we dedicated ourselves to doing that. It would be incredibly beneficial economically. People want to live in desirable locations. We have a beautiful, natural environment here, but we’re not taking care of it.

And so I’d like to challenge -- this is what I’m trying to get citizens involved through this Facebook thing and that’ll make it happen. But we’ve got to get cities and towns working together. Because if you’re a resident of the city, you’re still a resident of the county. You’re still paying county taxes and they’re still using the same landfill. So I understand it costs us money ultimately to -- everything that goes in that landfill cost a little bit of money. So anything we can keep out of it will save us that little bit of money. So it makes economic sense, it makes environmental sense. And we’ve got to educate or kids. Why don’t we have competitions between Hanna and Westside, who’s the best environmentalist? Like I said, we have a lack of imagination, is the way I look at it. We’ve got a lot of doing things the way we’ve always done them and I think we ought to look outside the box a little bit. So I’d like to challenge every one of you to do it. Thank you for the job you’re doing. I just hope we can all do a little better.

Turn it up; okay? Thank you guys. Appreciate it.

TOMMY DUNN: Mr. Harmon?

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

TOMMY DUNN: Comments from council members. Ms. Wilson?

CINDY WILSON: Thank you, Mr. Chairman. Interestingly enough, our county finished number one in the state for recycling last year. So we’ve got a long ways to go, but it was a good start.

The other item is that our county council has in its Codes of Ordinances a prescription of how we run our meetings. And every January, after we nominate a new chairman, the next meeting he’s supposed to address the standing committees. Standing committees in our county are so vitally important. There were never any standing committees until 2009; not in the years I came on since ’01. I could not get public information. I even went all the way to the State Supreme Court trying to get access to the financial ledgers for our county and to look at why we were spending one million plus or minus every year on legal expenses. Not case files, mind you, just legal expense invoices.

Most of us up here are supposed to be considered part-time employees. Right now we have all the standing committees appointed. We have a number of ad hoc committees appointed. It’s our way to look at the issues and get input from people and study it before it comes back in the form of a resolution or an ordinance.

It’s not a perfect process. There’s a lot of discussion. Most all of us make reports back to the committee. The meetings are recorded. I’m sure you could get a copy of the recording and we’ll take up the potential of minutes for those meetings. But every report that’s made on the floor comes back in the next -- in the minutes of the regularly scheduled council.

So we may be adding more to the paper trail than what we want to deal with, but we are so grateful to have citizens who are interested, who want to come and learn with us and give us their input. That is a real treasure and of great value to the process of the county. Thank you.

TOMMY DUNN: Mr. Wooten?

CRAIG WOOTEN: Yeah. I think from my standpoint, anything that we can do to make it more transparent and readily accessible, I mean, I’d be willing to entertain that and figure out a functional way to make it happen.

In regards to recycling, I’m one hundred percent with you. We’ve got to be innovative, but we’ve also got to be tactical on what could we do in the immediate future? But both of those things are positive things and look forward to speaking about it in the future.
TOMMY DUNN: Mr. Graham?
RAY GRAHAM: Thank you, Mr. Chairman.

Kind of the same thing on recycling. The sad thing about it, this is a true issue all the way across the nation. And I definitely thing we’ve got a major problem here in Anderson County and it’s going to take citizens like yourself to spearhead ideas as far as getting out there and leading clean-ups. I know I’ve got one in my district that does it on a regular basis. And that’s what it’s going to take to truly make a difference.

I think another very important thing is getting -- we have truly been blessed with economic development. If we could get some of the industries involved for them to challenge their employees to get out and maybe have a clean-up day, as well, and I mean things like that is what’s going to truly make an impact. One or two people, you know, I like what Mr. Sanders commented on on Facebook, you know, one piece at a time. And that’s true. That’s what it’s going to take. But I mean to truly see an impact we’re going to have to get some major players involved. And I think that’s going to take getting some of your volunteer fire departments, you know, boy scout groups, some of your industry leaders. You go piling all that together, it’s going to be a lot of trash at the time. That’s where you’re going to drive through and you’re going to see a major difference over night and I think that’s what it’s going to take.

Another thing I think, I harp on this every time, is education. I think we’ve truly got to change the mentality. Kids don’t -- need to realize throwing a piece of trash out the window isn’t the norm. They need to realize it’s wrong. And we’ve got to educate them to change that mentality.

Appreciate what everyone in Public Safety is doing. I know we’ve had a couple of meetings and I’ve spoken to different ones through EMS, fire service, law enforcement. The Sheriff is doing a great job. And we continue moving forward. Appreciate everything every one is doing. Thank you, Mr. Chairman.

TOMMY DUNN: Thank you, Ms. Floyd?
GRACIE FLOYD: Thank you. We did not always have committee meetings because we found out years ago that when you have the committee meetings some folks don’t get information. Just the people that was in the room at the time, they’re the ones that know everything and they are the ones who we don’t get information.

Let me explain -- let me give you an illustration.
Sometimes back there in 2003 or '4, a bus company came to us, Anderson County, and offered us six hundred thousand dollars to buy a bus so we could take our kids back and forth to Tri-County Tech and back. Six hundred thousand dollars. It was, it was mentioned to the -- I think it was the Financial Committee, like the papers say, the powerful Financial Committee. They turned it down. They turned it down. I didn’t know about it until I went to a meeting up in Pendleton and I met with the people who told me that they offered to give us a bus to help us transport our kids. Financial -- the powerful Financial Committee didn’t say nothing. Didn’t even bring it to the county -- the council for us to vote it up or vote it down. They just said no. We didn’t get it. Other things have happened that we don’t know about because we aren’t there. We decided years ago that it would be best for all things to come before the county -- the council and we would discuss it. And it’s proven to be better.

The last Financial Committee meeting I went to, it was a good meeting, very good meeting, but they were tired. Why were they tired? Because the same people on -- they had three meetings that morning, 9:00, 11:00 and 12:30. And we had people there who was on all three committees and they were tired. They were tired because there’s not enough people to go around to all these committees. It’s the same people over and over and over and over again. So that’s -- and we did better. We did better.

Okay. The minutes. We’re going to have to have minutes, folks. It says in everything -- any meeting you have ever been to in your whole life, you have gotten minutes. And you mean to tell me that the powerful Financial Committees doesn’t have to give me minutes? Or the Sewer Committee, I don’t have to sit -- they can come and read to me what they want me to know. Suppose we did you like that? Okay. The roads that we were given tonight to bring into the county has always been a very, very watched thing because we don’t want to take in roads that do not meet the standards of Anderson County. Do not. And I remember Fred, Fred Tolly, used to always ask everybody, does it meet the standards of Anderson County? But tonight we voted on one that we said if it meets the standards we’ll take it in. We didn’t vote to take it in because it meets the standards.

Also, the lack of information that I did not get because it was not put in the books, a lot of the -- three of us didn’t have it in our books. So I was denied the, I was denied the fact of -- I don’t know
what they’re talking about. It was mentioned that this
is something that got by them last year, I think that’s
what I heard, because I don’t understand a lot of
what’s happening or what’s being said. I’m not deaf.
But anyway, anyway, those are the things that I have to
say. Sometime it makes me feel like I don’t know what
I’m talking about. But you know, I beg to differ. I
beg to differ. Thank you, Mr. Chair.

TOMMY DUNN: Mr. Sanders?

BRETT SANDERS: Yes, sir, Mr. Chairman.

I’d like to just quickly address Vice Chairman Graham
talking about getting manufacturers involved. I know
I’ve actually talked with Terry Gilstrap with the
Manufacturing Alliance. She’s working on a plan for
us. And also, I’m new to council. There’s a lot of
things I don’t know. I like the idea of committees. I
can go in there. I can ask questions. I’m talking
with the people in charge, whether it be dealing with
litter, I’m actually talking with the Solid Waste head
guy. I can ask questions. I can put them on the spot.
I can make a more informed decision. And then the
packets that I’ve heard a lady request about is -- it’s
a book. And I mean, I sit down and I take pride in
what I’m doing up here for Anderson County and my
district. I read every word, everything in there. If
I have a question, I’ll go back to the source.

I understand the litter problem. Printing all this
stuff out for everyone in the county, I mean look at
what we’re doing with litter there. I mean most people
will thumb through it and never read beyond the first
page or paragraph. But I would like to go on record
and say that any committee that I’m on, I think you can
reach out to our clerk of council, any committee I’m
on, my personal cell phone number is on there. If
someone is not able to attend the meeting, whether it
be in my district or not in my district, please feel --
reach out to me. I will discuss anything, try to
answer any questions. If I don’t know the answer, I
will find an answer for you. And hopefully we can get
it addressed to where people can be a little more
informed. But until then, like I said, reach out to
our clerk. Any questions, anything you have for me,
I’ll be more than happy to discuss with anyone. Thank
you.

TOMMY DUNN: Thank you, Mr. Sanders.

Mr. Davis?

JIMMY DAVIS: I have nothing, sir.

TOMMY DUNN: Appreciate it. Appreciate
everybody coming to the meeting tonight. Meeting
adjourned.
(MEETING ADJOURNED AT 8:20 P.M.)
State of South Carolina  
County of Anderson  

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
APRIL 2, 2019  

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

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
LACEY CROEGAERT
TOMMY DUNN: At this time I’d like to call the April 2nd regular Anderson County Council meeting to order. Want to welcome everyone here. Thank y’all for coming. At this time I’d like to ask that we all rise while Ms. Floyd gives the invocation and Pledge of Allegiance, please.

(INVOCATION AND PLEDGE OF ALLEGIANCE BY GRACIE FLOYD)

TOMMY DUNN: Before we sit down if you would let’s have a moment of silence, please, for prayer for Ms. Rita Davis. Her mother is ill and going through some times. And Mr. Bob McCormick from Honea Path passed away. Involved with Meals on Wheels and a lot of things down in Honea Path. If you would let’s give those folks a minute of silent prayer and our thoughts and prayers for them and their families.

(MOMENT OF SILENCE)

TOMMY DUNN: Thank y’all very much.

At this time are there any corrections to be made to the minutes of March 19, 2019 -- not received. I’m sorry about that. I didn’t catch that.

Moving on to Item number 4, citizens comments. As Mr. Harmon calls your name, please address the chair, state your name and district for the record. You have three minutes. The first go-around is on agenda items only, please. Mr. Harmon.

LEON HARMON: Mr. Chairman, the first speaker is Tonya Winbush.

TONYA WINBUSH: Thank you so much. Thank you, Council. I was looking at the agenda for today, and one thing that struck me and just kind of ignited some emotions in me was the -- when you all go to your executive session, you know, we don’t know what’s going on because you leave and you talk about things that we don’t have privy to. But it says legal advice regarding sewer matters and appeals for Planning Commission decision, and it talks about acquiring the property for the county, condemning the property for right-of-way for sewer lines and the appeals needed for the Planning Commission decision. This is very personal to me because I don’t know any -- I don’t know if you all know, and if you don’t I will remind you, but I am Tonya Winbush whose property was condemned and eminent domain was used to take our property for sewer lines for the city of Anderson. And it was done in such a very callous, cold and menacing way, that we came home one day and our property was cleared out and we were supposedly in negotiations with the attorneys who sent us a letter and told us, well, don’t get attorneys involved because they will cost too much money and you don’t want to do that, and we’ll
negotiate. And it was very, very hard to know that our
family property that we've had in our family since
1912, which I think everyone understands how hard it is
for a black family, African-American family to acquire
that type of property in 1912, so it was very value.
It was at a time when my father was dying from cancer
and we are still in litigation to this day.
And what I want to say is, when you are getting
your legal advice, if you care about your constituents,
if you care about the people whose land that you are
about to acquire, if you would please talk to them and
be honest. Don't just try to acquire the land and do
not try to give them their just due. The law says that
we have a right for just compensation. And just
compensation should be negotiated to a point to where
the family is left better off than what you are going
to them with. And if you have a heart, if you have
compassion, if you have humanity, land ownership is
very important to most citizens that I know. And it's
hard to acquire. It's blood, sweat and tears is the
way we acquired it. And it felt like rape and robbery
the way it was taken from us. And I just want you all
to keep that in mind. I don't have any more comments,
but I just want to say that that land is attached to
people who have family ---

LEON HARMON: Time, Mr. Chairman.
TONYA WINBUSH: Thank you very much.
TOMMY DUNN: Next, Mr. Harmon?
LEON HARMON: Next speaker is Elizabeth Fant.

ELIZABETH FANT: Elizabeth Fant, District 3.
I'm speaking mostly on number 11, the Duke Power grant
in Belton for the kayak location. I think that's
wonderful that they're doing that. Just as two
sidelights to that, last time we met you realize that
the county gave Belton the property right out beside
the library now going to be used for the Farmer's
Market and also police station, which is great. And
the other thing that's really great going on in Belton
is the museum had an opening yesterday, A Little Bit of
Country. And a lot of you who are interested in old
artifacts, you need to go.
LEON HARMON: No one else is signed up, Mr.
Chairman.
TOMMY DUNN: Thank you, Mr. Harmon.
Moving on to Item number 5, South Carolina
Association of Counties State Award Presentation, Mr.
Robert Benfield. Mr. Burns, will you get him and make
sure he gets took care of.
ROBERT BENFIELD: Mr. Chairman, County
Council, it's a privilege to be with you all here tonight. Thank you for allowing me to come before you. My name is Robert Benfield. I'm the Director of Risk Management Services for the Association of Counties. The Association of Counties operates two insurance trusts, one is liability and one is workers' comp. Anderson County has been a member of our workers' comp trust for many years and you have one of the best risk management programs in South Carolina. And I want to commend you guys for your efforts and your support in those areas.

The reason I'm with you all tonight is every year we evaluate our members' work, we look at their achievements and accomplishments, and then if they met certain criteria, they're given a certain award. This year, of our hundred plus members in our workers' comp trust, Anderson County had the third fastest reporting time for getting claims to us when one of your employees gets hurt. Risk Management in general is what we do to keep bad stuff from happening. And to be successful takes a team effort. You have an incredible Risk Management team in Anderson County. You have Charles Pinson, you have Denise Holly, with support from Mr. Burns and county council, and every one of your department heads is critical to what you guys do every day.

The award you guys are going to receive tonight means that on average when one of your employees was injured, it was turned in to us in less than half a day. The quicker we get the notification of it, the quicker we can take care of your people and get them back to work. Over the last year, you have seen a massive reduction in the number of workers' comp claims your county has had. It has saved your employees, which is the best asset you've got from injury, it's also saved your taxpayers a lot of money.

So I want to commend you guys for your hard work, your efforts and all the support it takes to make a risk management program successful. Tonight I am here to present Denise and County Council for having the third fastest reporting record in South Carolina for our workers' compensation trust.

TOMMY DUNN: If we could step down and everybody step with, and Mr. Burns, can you step up also?

(PRESENTATION OF AWARD)

TOMMY DUNN: Just want to say I appreciate the county employees, appreciate that award and for him making his way up here and presenting that to us. Appreciate all the people that makes this possible.
Mr. Pinson and staff in there do an outstanding job. And like I said, they take care of our most valuable asset, our employees. Thank you very much on that.

Moving on now to Item number 6, ordinances third reading. There are none.

Moving to number 7, Ordinance 2019- ---

BRETT SANDERS: Excuse me, Mr. Chair.

TOMMY DUNN: I'm sorry?

BRETT SANDERS: May I recuse myself from this one?

TOMMY DUNN: Yeah.

Moving on to Item number 7(a), 2019-012, ordinance second reading. Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and a company or companies known to the county at this time as Project 20180801 with respect to certain economic development property in the county whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits. Do we have a motion to put this on the floor?

CINDY WILSON: So moved.

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

RAY GRAHAM: Second.

TOMMY DUNN: Second Mr. Graham.

Discussion. Mr. Nelson, do you have anything?

BURRISS NELSON: Mr. Chairman, thank you.

This is an excellent project opportunity with excellent pay, twelve jobs that they're guaranteeing, eighteen that they will likely create, average salaries in the sixty to eighty thousand. Some of those will actually be a hundred thousand a year. Great opportunity for Anderson County.

TOMMY DUNN: Thank you. Anyone else? All in favor of the motion show of hands. All opposed like sign. Show the motion carries. Let the record show that Mr. Sanders did recuse himself. He's back in the room.

Moving on to Item number 8(a), ordinance first reading, 2019-013, an ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and a company or companies known to the county at this time as Project A-z-u-1 with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source revenue credits. Do we have a motion to
get this on the floor? Motion Ms. Wilson. Do we have
a second?
JIMMY DAVIS: Second.
TOMMY DUNN: Second Mr. Davis. Mr.
Nelson.
BURRISS NELSON: Mr. Chairman, if you would
allow me to approach to give this to council.
TOMMY DUNN: Yeah.
BURRISS NELSON: Mr. Chairman, members of
council, this project is another solar array project
for the county. The property where it’s going is about
a forty acre tract of land. Last year they paid sixty-
one dollars and nine cents in property tax. With the
solar array in place and paying taxes, it will generate
-- the solar array alone will generate ten thousand
eight hundred dollars and the property itself will
start to generate six thousand seven hundred dollars,
for a total of seventeen thousand dollars a year in
increased tax income just on the solar array. No
impact to the community. There’s no pollution from
this. No cars, no traffic. It is simply a good
opportunity and a project for a non-polluting
manufacturing and it doesn’t create jobs. Right now
we’ve got a full house of employees and lots of jobs
still open. So good opportunity for Anderson County,
as well. And this comes as a recommendation to council
from our Advisory Board and from our staff.
TOMMY DUNN: Anyone else have any
questions or comments?
GRACIE FLOYD: Yes.
TOMMY DUNN: Ms. Floyd.
GRACIE FLOYD: Would you please explain to
folks here, do you pronounce the name by spelling it A-
z-u-l?
BURRISS NELSON: Azul, it’s a Spanish word.
GRACIE FLOYD: It’s Azul?
BURRISS NELSON: Right.
GRACIE FLOYD: Would you explain to our
folks here what is Azul and how come it was so cheap at
sixty-one dollars and nine cents and now we could be
getting ten thousand dollars, because they don’t know
any of this.
BURRISS NELSON: The investment from the solar
array will generate -- it’s somewhere in the
neighborhood of thirty million dollars in total capital
investment and the solar array will generate property
tax each year by the design of the fee in lieu
agreement that we have, it’ll generate ten thousand
eight hundred dollars each year. And then because it
becomes manufacturing, it’s no longer an agricultural
assessment, no longer valued in the same fashion, it will be addressed tax-wise as a manufacturing location with a ten and a half percent assessment ratio which makes changes — just the land along from the sixty-one dollars to six thousand seven hundred dollars. So that would be a total of seventeen thousand five hundred dollars each year that will be paid for the next twenty years and likely for the next thirty. But twenty years alone is three hundred and fifty thousand dollars in property tax as compared to, if it were left and no longer in use, just like it is today, at sixty one dollars over the twenty year period it would generate one thousand two hundred and twenty-one dollars. It is a good opportunity. It’s non-polluting, no impact to the schools, no impact to sewer. It just sits there and soaks up sunshine.

BRETT SANDERS: Mr. Nelson?
BURRISS NELSON: Yes, sir.
BRETT SANDERS: This says Council District 6. This is actually 4; correct?
BURRISS NELSON: Yes, sir, that’s correct.
BRETT SANDERS: That’s fine. I was just ---
BURRISS NELSON: Yeah, that’s right.
BRETT SANDERS: Thank you.
GRACIE FLOYD: Mr. Nelson.
BURRISS NELSON: Yes, ma’am.
GRACIE FLOYD: We also have another one similar to this over in District 2; am I right?
BURRISS NELSON: That’s correct. And that one is actually a bigger total investment. It will be coming to council floor soon.
GRACIE FLOYD: Okay. Thank you.
BURRISS NELSON: Yes, ma’am.
TOMMY DUNN: Anyone else? All in favor of the motion show of hands. Opposed like sign. Show the motion carries.
BURRISS NELSON: Thank you.
TOMMY DUNN: Thank you, Mr. Nelson.

Moving on to Item number 8(b), 2019-014, an ordinance to amend Chapter 70, Article 5 of the Anderson County Code of Ordinances, so as to clarify storage of commercial equipment in residential zones. Do we have a motion to put this on the floor?
CINDY WILSON: So moved.
TOMMY DUNN: Motion Ms. Wilson. Do I have a second?
BRETT SANDERS: Second.
TOMMY DUNN: Second Mr. Sanders. Dr. Parkey, would you like to ---
JEFF PARKEY: Thank you, Mr. Chairman.
This ordinance was prepared at the direction of the PPW Committee to require storage buildings in residential zones to be located in rear yards if they are going to remain on the property for more than a hundred and eighty days. And you have ordinance language to that effect in front of you there. Thank you.

TOMMY DUNN: That’s what’s in red is what’s been added to the language?

JEFF PARKEY: Yes, sir.

CINDY WILSON: Mr. Chairman?

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: I just see one typo on this Exhibit A. The third sentence down, shouldn’t for be from?

LEON HARMON: Could you look at that, Mr. Harmon?

CINDY WILSON: Third line down.

RAY GRAHAM: You’re talking about where it says for ---

CINDY WILSON: It says -- the previous line ends with which shall be completely removed for the site.

LEON HARMON: From. From the site.

CINDY WILSON: From the site?

LEON HARMON: Yes, ma’am.

CINDY WILSON: Okay. May I make a motion that we just correct that typo? Or can that be done without going through a motion?

TOMMY DUNN: Why don’t we do it next reading? That way we can have it typed up and we can adopt it that way. Won’t that be clean, Mr. Harmon?

LEON HARMON: It can be done that way; yes, Mr. Chairman. We’ll have to do second and third reading on this.

TOMMY DUNN: Yep. Anymore discussion?

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

Moving on to Item number (c), 8(c), 2019-015, an ordinance to amend Chapter 70, Article 6 of the Anderson County Code of Ordinances so as to clarify storage of commercial equipment in residential zones. Dr. Parkey. I mean, do we have a motion to put this on the floor?

CINDY WILSON: So moved.

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

BRETT SANDERS: Second.

TOMMY DUNN: Second Mr. Sanders. Now,
discussion. Dr. Parkey.

JEFF PARKEY: Thank you, Mr. Chairman.

Again, this ordinance was also prepared at the direction of the PPW Committee to prohibit commercial equipment and materials from being stored in public view in residential zones. You have language to that effect in this ordinance in front of you.

TOMMY DUNN: Okay. Anyone have any discussion?

CINDY WILSON: Just very quickly. There are a few refining measures that we may have ready for everyone's consideration at second reading.

TOMMY DUNN: Dr. Parkey, can you clarify, is this just in subdivisions or is this like out in -- say out on Smith Road that’s not a subdivision and they’ve got five acres of land?

JEFF PARKEY: In residentially zoned areas, yes, sir.

TOMMY DUNN: Got to be zoned?

JEFF PARKEY: That’s right. That’s right.

CINDY WILSON: With the exception of RA.

JEFF PARKEY: That’s right.

TOMMY DUNN: And this is I think to be studied. There will be some more discussion, I think, that’s going to be coming up on this to make sure we -- I want to make sure we don’t tie somebody’s hands or hurt somebody or some another. We’ve got two more readings on this to get some input -- go out and get some input from our citizens. Anybody got anything else?

RAY GRAHAM: I do.

TOMMY DUNN: Mr. Graham.

RAY GRAHAM: I guess my question on this is some of these property owners that basically has been doing this for years, I mean, how are we going to address that? Even in a residential zoned areas, I’m sure we’ve got situations that literally has been storing -- I mean whether it’s a trackhoe or lawn equipment, whatever, in place for years at their residence. And I mean basically we’re fixing to put some rules in place that’s not going to allow that.

JEFF PARKEY: The language that’s here is requiring that they be fenced or enclosed on the property. So outside of ---

RAY GRAHAM: When you say enclosed, you’re talking about a building structure; correct?

JEFF PARKEY: Either that or a fencing;

yes, sir.

RAY GRAHAM: Again, I’m just wanting to make sure the citizens is taken care of. When you say
fencing are we talking about just a chainlink fence or
are we talking about privacy fence where it cannot be
seen from the road?

JEFF PARKEY: Yeah, I think the stockade
style privacy fence is the typical kind of fencing that
would be utilized in this kind of an application.
That’s right.

RAY GRAHAM: Okay. Thank you.

TOMMY DUNN: I just want to say, I’ve got
-- we’ve got to vote on this one more time, and I’ve
got some reservations, too, because, you know, a lot of
this ought to be took care of on a civil matter as far
as you buy a piece of property, it ought to be on your
deed. If you buy a piece of property that don’t say
that, the county is asking you to do something that
should be on a civil thing. You’re walking on a
slippery slope here in my opinion. But like I said,
I’m ready to move forward until I do some more research
and talk to some people. Anyone else have anything?

CINDY WILSON: May I? There were two
examples that came before our committee. One was, I
believe, in Mr. Sanders’ District and it had the
containers and a lot of equipment
in the yard in a
subdivision that had covenants and restrictions, but it
was also zoned.
And then one in my district, which is really a
strange situation. About an acre lot that was sold a
couple or three years ago and the neighbors are all
complaining that it has mounds of mulch and big logs
and firewood stacked up and the ground all torn up.
They have large equipment there every day and mostly
every night. And it’s gone from being a nice little
residence to a place of business. And it’s in a zoned
area.

TOMMY DUNN: Well, I can understand ---
CINDY WILSON: They should have known when
they bought it, it was zoned.

TOMMY DUNN: If it’s zoned, looks like to
me there’s some tools to take care of it. My thing is,
like I said, we’re going to look at this, but to fix --
I don’t want to say a small problem, but for lack of
term, I’m going to say a smaller problem, we create a
bigger mess. Like in Mr. Sanders’ area, if that’s in a
-- got a subdivision that’s got regulations and
restrictions on it, there’s the neighbors’ tool right
there. They’ve got tools to take care of it.

CINDY WILSON: They’re old.

TOMMY DUNN: Well, that’s the thing, you
know, about people dragging the county in sometimes on
neighborhood fights. Everybody’s got a right to keep
Anderson County Council - County Council Meeting - April 2, 2019

1 their -- most of the time their covenants up and
2 everything and ought to know this. But like I said,
3 I'm willing to look at this tonight, but I've
4 definitely got some concerns before we move on to
5 second and third reading before I vote for it.
6 Mr. Wooten.
7 CRAIG WOOTEN: Yeah, I guess my thoughts
8 are the egregious examples are easy where there's
9 something very strong going on. I guess my fear is the
10 same as yours, that we will write the ordinance to go
11 after the egregious examples and then we'll
12 unintentionally capture the folks who have routinely
13 used it in a side way. So maybe between first and
14 second we can get more comfortable with how to
15 differentiate between those two.
16 TOMMY DUNN: I agree. Mr. Graham.
17 RAY GRAHAM: I guess kind of the same
18 thing on that. You know, I understand -- I guess in my
19 mind if the ordinances -- the covenants that's in
20 place, to me that should be able to take care of its
21 own situation. If the subdivision failed to renew that
22 covenant, I think it's ten years after ---
23 TOMMY DUNN: Every one of them’s
24 different.
25 RAY GRAHAM: --- whatever on different.
26 ones. But you know, a lot of times that creates an
27 issue and then they come back on the county wanting to
28 know why can we not enforce this? Well, it wasn’t
29 renewed and it kind of tied our hands on that. I know
30 we dealt with an instance last year, I'm thinking
31 Chairman Dunn's area. But you know, I guess I'm the
32 same way. I'm willing to send it on through tonight,
33 but I'll be honest with you, unless there some more
34 clarification, I think we're going to open up a
35 hornet's nest here. I know in some of the subdivisions
36 in my district where there's private business owners
37 that stores -- whether it's a septic tank clean-out
38 truck or whether it's lawn care equipment. I mean it's
39 very neatly managed as far as their yards and stuff.
40 But I mean I think we're going to tie our hands where
41 it's going to have to be enforced on them, as well, so
42 we'll see.
43 CINDY WILSON: I think what -- where the
44 confusion is, zoning in Anderson County is relatively
45 young. So if that's been the case in your district
46 where these properties have been like that since prior
47 to zoning, I think we call that being grandfathered.
48 But when you have new transactions where new people
49 come in or later on people bring in all of this
50 equipment or material and leave it on their yard in a
very unsightly and in some cases unsafe manner, that’s what we’re looking to try to remedy here. Not what’s been there for years. And it certainly won’t apply to agricultural zoned areas.

TOMMY DUNN: And I appreciate it and I understand the intent. But a lot of times intent -- we’ve got good intentions but we get in trouble with it trying to enforce something.

RAY GRAHAM: Mr. Chairman, one more thing?

TOMMY DUNN: Mr. Graham.

RAY GRAHAM: Back to what Mr. Parkey stated, to my understanding I mean they would be required to go and put up a fence, even the current ones. If that is something that’s going to be grandfathered, then we definitely need to document that. Right now, the way I’m understanding this, I mean I’ll support it tonight to move it through, but I do not foresee supporting moving this through on the third reading because I think we’ve definitely got some questions.

TOMMY DUNN: Got some work to do, I think.

Anybody else?

BRETT SANDERS: I was under the impression during our meeting it was more of someone operating a business from the neighborhood; not just storing it. I think the people in my district, they renovate and develop properties and they have this property here and they’re using their house and that container for business purposes, not for residential storage. And I think that’s where I’m getting a little confused. And I understand everyone else’s concern. And I’m concerned, as well. But I thought during the Public and Planning Works meeting it was more geared toward someone operating a business from a residential house or neighborhood.

TOMMY DUNN: Well, and I understand even -- like I say I think it just needs to -- we need to be certain before we put a stamp on this what we’re doing. Because one thing in business, there’s a lot of people that cuts grass for a living that ain’t got offices and stuff.

JIMMY DAVIS: Mr. Chairman?

TOMMY DUNN: Yes, sir, Mr. Davis.

JIMMY DAVIS: I think what we looked at was kind of a three-fold thing. And Mr. Sanders is correct there was a neighborhood type of setting, there was an individual that renovates houses and has rental furniture and fixtures that they use to fix these houses up. They use the house itself to operate their business. The garage was used for storage and there
was an Ocean container out in the yard, maybe more than one; I can’t remember, that was used for storage, as well. And it became an eyesore in this quiet community.

Also, there was a situation down in Ms. Wilson’s district where there was an individual operating a free service stump grinding business in his own environment, in his own neighborhood and he had stump grinders and big trucks and logs and stumps and everything piled up in the yard. And so we had a couple of different ways of looking at that.

And while I agree that, you know, one of our most important jobs is to protect the value of the property owners, but we also have to protect the rights of the citizens. So I agree with you, Mr. Chairman, that we probably need to study it a little bit more. But I want to make it very clear why we approached it this way, was in zoned areas there was some concern about what was going on. And if I’m not mistaken, and Ms. Wilson, you may correct me, but there was also some talk about a used car lot in people’s front yards, as well.

CINDY WILSON: That was taken up, but state law, as Dr. Parkey and Ms. Hunter pointed out to us, no individual homeowner can sell more than five vehicles per year. And some of the complaints that we were hearing, there were like more than five vehicles parked in somebody’s yard in a neighborhood that’s zoned where they were basically doing a less formal version of a used car lot. And it was not very pleasant for the neighbors to have all that traffic.

TOMMY DUNN: Thank you. Anyone else? Dr. Parkey, one last thing on my end, I’ve just got to get my mind wrapped around this and I’m sure we’ll have more questions. But if there’s a tree service, whatever kind of business, in a zoned area, and it’s zoned RA or zoned this or that, as long as it ain’t zoned commercial or nothing, shouldn’t we have enough tools already in place to take care of that?

JEFF PARKEY: I think the question that’s being addressed with this is business or commercial materials or equipment coming from an offsite location and being stored at a person’s residence in a residential zone is -- my understanding is what’s trying to be dealt with.

TOMMY DUNN: What I’m thinking, though, if that’s the case that would be operating a business in a zoned area.

JEFF PARKEY: I would probably leave that to Ms. Hunter to make that determination as Zoning
Administrator, but I don’t know whether it could be argued that way. I think, as Mr. Davis pointed out and Ms. Wilson pointed out in committee, we were trying to deal with an issue of people bringing their business equipment and materials home with them, basically.

TOMMY DUNN: Okay. Thank you. All in favor of the motion show of hands. All opposed. Abstentions. How do you vote, Ms. Floyd?

GRACIE FLOYD: I’m going to have to abstain because I don’t know the whole picture of this thing. I think that y’all might have to go back and discuss this one more because none of that’s in here.

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

Thank you, Dr. Parkey. Appreciate it. Moving on to Item number 9. I make a motion we go into executive session to receive legal advice regarding the sewer matters and appeals of Planning Commission decisions.

CINDY WILSON: So moved.

TOMMY DUNN: Second Ms. Wilson. All in favor of the motion show of hands. Opposed like sign. Show the motion carries. If we could step in the back, back here.

(EXECUTIVE SESSION)

CINDY WILSON: Mr. Chairman, may I make the motion that we come out of executive session, having received legal advice regarding sewer matters and appeals from Planning Commission decisions, with no action taken.

TOMMY DUNN: Have a motion Ms. Wilson.

Have a second?

BRETT SANDERS: Second.

TOMMY DUNN: Second Mr. Sanders. All in favor of the motion show of hands. Opposed like sign. Motion carries.

Moving on ---

RAY GRAHAM: Mr. Chairman.

TOMMY DUNN: Mr. Graham.

RAY GRAHAM: I’d like to bring this forth in a motion. I move that County Council authorize development of legal documents to acquire an easement for Welpine Sewer Project. I bring this forth in a motion.

TOMMY DUNN: Have a motion Mr. Graham.

Have a second.

BRETT SANDERS: Second.

TOMMY DUNN: Second Mr. Sanders. Any
discussion?

CINDY WILSON: May I?

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: I will vote for developing the document and giving it to the landowner, but I have a very hard time voting for an eminent domain proceeding that’s actually going through the Court. But to get the parties to the table, I will vote for that. Thank you.

TOMMY DUNN: Anyone else? All in favor of the motion show of hands. Opposed like sign. Show the motion carriers unanimously. Thank you, Mr. Graham. Moving on to Item number 10, road acceptance into the county inventory. Anybody got a problem taking all of these at one time?

GRACIE FLOYD: Mr. Chairman?

TOMMY DUNN: Yes, ma’am.

GRACIE FLOYD: I don’t have a problem, but -- in fact it would be good if we did take it all at one time. But the question has not been asked the last time we did this, are these roads all in compliance with the county, with the county coming into the ---

TOMMY DUNN: We’re getting there.

RUSTY BURNS: Mr. Hopkins?

TOMMY DUNN: Before we -- can we have a motion on the floor to accept this ---

CINDY WILSON: So moved.

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

BRETT SANDERS: Second.

TOMMY DUNN: Second Mr. Sanders. Mr. Hopkins, does all these meet Anderson County standards?

HOLT HOPKINS: Yes, sir. They have all been inspected multiple times as they were being built and they meet the standards.

TOMMY DUNN: Thank you. Any more discussion? All in favor of the motion show of hands. Show the motion carries.

Moving on to Item number 11, approval of Duke Energy Foundation grant for the Belton Landing. Mr. Burns.

RUSTY BURNS: Mr. Chairman, we’ve received a one hundred thousand dollar grant from Duke Energy to build a handicapped kayak access on the Saluda River. We have done this in concert with the town of Belton. They are our full partner in this. It will be another step in opening up the Saluda Blue Trail and request permission from Council to accept this grant and move forward.

TOMMY DUNN: Do I have a motion to put it
on the floor?

CINDY WILSON: So moved.
RAY GRAHAM: Second.
TOMMY DUNN: Motion Ms. Wilson; second Mr. Graham. Discussion?

CINDY WILSON: May I very quickly?
TOMMY DUNN: Ms. Wilson.
CINDY WILSON: This is such an exciting development starting from the Dolly Cooper Park down to Piedmont, down to the Timmerman Ramp, down to Lee Steam Plant where Duke employees actually made portage and a launch area there, and taking it further down the Saluda River to Belton. And eventually other areas will pick up, hopefully, and carry it all the way through. It’s so exciting.

I haven’t had a chance to go down the river in a kayak but one time, and I would just highly recommend people get out and do that. It is so beautiful. It’s like living in the Last of the Mohicans time where you see nothing but wild river most of the way. And it’s a gentle river. It’s not, you know, there are not major shoals where you have to be a very experienced kayaker to negotiate them. And it’s what we call a Blue Trail. It’s open to the public. And having the handicapped launch where people who have issues where they can’t go the normal way, they can get out and enjoy it, too.

It’s really a rare, wonderful opportunity, and we greatly appreciate Duke Energy. Thank you.

RAY GRAHAM: Mr. Chairman?
TOMMY DUNN: Mr. Graham.
RAY GRAHAM: While this is in Ms. Wilson’s district, I have spoken a great deal with the city of Belton and definitely thank Duke Energy and the city of Belton for their partnerships in making this project come to fruition. It definitely will continue growing the Blue Trail. And I know a lot of the citizens in the area has complicated on the opportunities that they foresee it bringing. So definitely appreciate Council’s support on this.

TOMMY DUNN: Thank you, Mr. Graham. All in favor of the motion show of hands. Opposed like sign. Show the motion carries.

Moving on to requests by council members. And just a reminder, I think we had one on our desks tonight as we got here. Mr. Davis, do you have any? This is requests by council members?

JIMMY DAVIS: Thank you, Mr. Chairman, I have two and I’ll make them in the form of one motion. From the District 6 rec fund, I would like to allocate one hundred dollars to the South Carolina Physically
Handicapped Society, and two thousand dollars to the Foothills Community Foundation for the benefit of Go Play Outside Disc Golf.

TOMMY DUNN: Have a motion by Mr. Davis.

TOMMY DUNN: Have a second?

TOMMY DUNN: Second Mr. Sanders. Do we have any discussion? All in favor of the motion show of hands. Anything else, Mr. Davis?

JIMMY DAVIS: No, sir.

TOMMY DUNN: Second Mr. Sanders. I'd like to put in the form of one motion. I would like to take five hundred from my rec account fund for the Junior League of Anderson County. I'd also like to do three hundred to Proverbs Mentoring Organization. And I'd like to also do one hundred for the South Carolina Physically Handicapped Society.

TOMMY DUNN: Have a motion by Mr. Sanders. Have a second?

TOMMY DUNN: Second Ms. Wilson. Any discussion? All in favor of the motion show of hands. Thank you. Ms. Floyd. I don't know. Mr. Sanders, how many of your children are in that Proverbs Mentoring?

BRETT SANDERS: I have zero children, but there are taking, on the form I read, they take children to visit different colleges in ---

GRACIE FLOYD: From your district?

BRETT SANDERS: Yes, ma'am. That's what I meant. You've got four from your district?

GRACIE FLOYD: Yes, ma'am.

BRETT SANDERS: And you're giving them three hundred dollars; right? Okay. Yes. I have -- in my district I have two kids, and I would like to give an allocation of two hundred dollars to the Proverbs Mentoring Organization. And that's in the form of a motion. Last year I think I did the whole thousand dollars.

Mr. Graham.

RAY GRAHAM: Thank you, Mr. Chairman. I’d like to give a thousand dollars to the Sheriff’s Department. This is actually -- the officer that we tragically lost in the boating fatality, his wife is doing a fund raiser basically to raise some money for basically a wireless lanyard. Basically it’s like a smart watch for the operators to actually have on their person while operating a boat. And also there’s actual onboard piece of the operation that works, as well, in the event someone falls into the water it basically will stop the motor and basically cut the water craft off. His wife is in the process of trying to raise some money on this on a Go Fund Me. In speaking with Captain Brown today, it looks like with this thousand dollars, we should be able to equip our vessels with Anderson County with these operations. And I guess the way I just kind of justify -- to my fellow council members, the way I’m justifying this as far as coming direct from rec funds, coming from the Sheriff’s Department, being part of the dive team, being part of the water team, basically in the summer months that team literally is responsible for ensuring all the recreational activities on the water in Anderson County is people operating boats safely, people doing what they need to do, responding to emergencies in the event of something taking place. So that’s how I’m kind of linking this to recreational because basically in a roundabout way, it’s providing the Sheriff’s Department an opportunity to operate and maintain a safe environment for all of our citizens out on the waterway. And it also is protecting our officers while they’re on patrol. So I bring this in the form of a motion, a thousand dollars to be transferred to the Sheriff’s Department for this specific funding.

TOMMY DUNN: Have a motion by Mr. Graham. Second Ms. Wilson. Any discussion? All in favor of the motion show of hands. It carries. Mr. Wooten.

CRAIG WOOTEN: Yes. For Proverbs -- I’d like to make a motion that for Proverbs Mentoring Organization, Don Peppers and Kenneth Cunningham are two individuals I’ve known for a long time and feel like they do really quality work in this regard. And if possible, Ms. Croegaert, backstop me if I’m over-committing. I think I have enough money in the account, but I will try my best to do a thousand dollars. And if it hits zero, then I’ll try to make it up to them next year.

TOMMY DUNN: He’s writing back checks. Pick him up.
CRAIG WOOTEN: That’s it. I put that in the form of a motion.

TOMMY DUNN: Mr. Wooten has a motion. Mr. Sanders seconds it. Any further discussion? All in favor of the motion show of hands. Show the motion carries unanimously.

Show Ms. Floyd has left the building.

Ms. Wilson.

TOMMY DUNN: Out of District 5’s special appropriations account, I’d like to appropriate three hundred dollars to the South Carolina Physically Handicapped Society of Anderson. Put that in the form of a motion.

CINDY WILSON: Second.

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

Moving on now, Administrator’s report.

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

TOMMY DUNN: Moving on citizens comments. When Mr. Harmon calls your name you have three minutes. Please address the chair. State your name and your district for the record. Go ahead, Mr. Harmon.

LEON HARMON: Mr. Chairman, the first speaker signed up is Tanya Winbush.

TONYA WINBUSH: I want to comment on what I talked about last county council about being more transparent and I had gave kudos and thanked Ms. Floyd for being so adamant about slowing things down and explaining everything. And I do get the email from Ms. Lacey that kind of shows everything that y’all see. It gives more detail, and I’m able to read and follow along. And I guess my comment is, I don’t understand why we can’t have that on the website, the Anderson County website. I don’t understand why, also, I looked at YouTube and there’s something where my council, Mr. Wooten, he did like a, like a observation or -- to talk about what happened at the County Council. It was on like the Anderson Observer. And I don’t understand why like the whole meeting that you all are -- like we’ve having here, why the whole meeting can’t be videotaped and put on I guess the Anderson Observer so that everyone can see, you know, what’s going on because maybe someone can’t be here or I think it would be good because the people, your constituents, would love to see you, you know, do what you do. I mean, I would. So I guess my comment is if we can get more information, the county council meetings the address where it’s going to be, the times is not on the
website. I think there was a pdf form that kind of just had dates and maybe times, but there wasn’t an address. And it’s just a lot of vague information. And I don’t know who’s responsible for information or social media or internet or website, but if we would be able to put those things out there, I think it would be better for everyone in the county, the people who put you in office, to see what’s going on so that we can understand and have more transparency of more meetings, more policies, more what’s being voted on. It would just be more informative. And in the age and the day of information, you know, I want more and I think there needs to be more. Thank you.

TOMMY DUNN: Mr. Harmon.

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

ELIZABETH FANT: Okay. Starting now.

Elizabeth Fant, District 3. You know, Anderson County is right on the verge of emerging as the county. You know, we have -- our risk management people got honors here recently. I went to First Monday yesterday. We have top-of-line elections. Katie Smith is actually on the Board in Columbia. Our airport is just singing along. Roads and Bridges got an award. We have low unemployment. The Sheriff is reporting crime down. We have a high save rate at PAWS, Pets Are Worth Saving. We obviously have a lot of hard work by all of the council people on their committees. And as tonight, you all got an award on Risk Management.

But I had the same thing that I wanted to say. We need better information on our county website and advertising. Basically nobody in the county knows about the TV station, how to access it. So the money you’re spending on that is just going out the window. County Council dates, I mentioned to Lacey that it would be great if she could do a little Facebook blurb of the time we’re going to have a County Council meeting. You could do that as well on the committee meetings. And that gets wide exposure. Whereas a lot of people don’t do that now, but they do the Facebook. It’s very easy to do. Got it myself. Do each one between three and four minutes.

And also the Elite Bass Masters is coming up. I’ve seen one blurb on it. But it needs to be also on the Facebook account. As I mentioned to Rusty last time, the courthouse across there is getting a roof. I want him to say to employees that they cannot park in that back parking lot; that they must park in the parking garage unless they are a judge that has to be accessed in and out and unless the sheriff’s patrol is bringing
a prisoner in. The parking lot spaces need to be
diagonal instead of straight. They need to be larger,
wider. You need to take some of them out. And you
need more opportunities for handicapped.
When and whatever happens behind here where the
Bailes building is, we’re going to really have a
parking problem. Tonight I had a parking problem just
getting here and I was already early. When that
becomes something that takes away the parking places
that the sewer people here are using during the
daytime. You’ve got a new deli over there, Groucho’s
Deli, we’re going to be in a parking pickle.
LEON HARMON: No one else is signed up, Mr.
Chairman.
TOMMY DUNN: Thank you, Mr. Harmon. No.
You’ve got to sign up. I’m sorry. Oh, you was? Go
WILLIAM MEREDITH: Yes, sir. Appreciate the
opportunity.
TOMMY DUNN: Look forward to hearing from
you.
WILLIAM MEREDITH: I don’t know if you
remember me. I spoke last meeting.
TOMMY DUNN: Vaguely.
WILLIAM MEREDITH: And I introduced myself.
I’m William Meredith. I’m in Ms. Floyd’s district. I
am very concerned about a lot of things; one of which
is our local environment and the money we are -- I’m
afraid we might be spending more than we need to as far
as some of our litter disposal. I think we’ve got room
for improvement in some recycling, and that is an issue
I’d like to speak to.
First, to reiterate, I spoke last week at the last
meeting. I have a Facebook -- she’s speaking Facebook
-- community that I’ve started, a page called Waste
Nothing, which is a Ben Franklin quote, and I’d love to
have you all join in because it’s about simply that
idea. Everything that we keep out of that landfill is
something that we can not have to pay for, as I
understand it. So it makes economic sense, I believe,
for us to be as smart as we can with our stuff, and I
want to just encourage that, and continue, as I did
last week, to challenge every one of us to think of
ways to improve what we’re doing. I understand we’re
doing some good work and I’m thankful for it. And I
think there’s room for improvement still.
To that end, I spoke with Ms. Fant and she agrees,
so I feel good about it, in just a week or so, let’s
see, Saturday, April 13th, we’re doing the Great
Anderson County Cleanup. I’ve done it the last couple
of years, and I know probably some of y’all -- or all
of y’all probably have participated, too, and I thank
y’all. I think that’s great. I think we need more of
it. I’d like to see us do it not just once a year but
maybe once every season. I mean I don’t see any reason
why 4th of July, you know, we have independence from
litter or something. Maybe in the fall we do
something. Every time a gully washer comes down and it
washes out into our rivers and then down to the oceans
and then out there and it strangles whales and we see
this terrible stuff, we can contribute to that waste
even from up here. So we need to be aware of that and
try to encourage more cleanup. I think by doing that,
say, four times a year we would put that in people’s
minds more of the importance of the environment in
addition to removing the waste from the side of our
roads and from our environment. I wanted to throw that
out there just the kind of thinking outside the box I
want to encourage.

I also mentioned last week I’d love to see the
county reach out and try to do some partnership work
with Clemson University or with the Anderson County,
with AU, with the hospital, with any number of
institutions, with our schools. Let’s see what we can
do to just create a community that’s as clean as we can
make it possible. So I’m challenging all of us to do
that. And I’d like to thank you again for the
opportunity to speak. And good luck to all of you.

TOMMY DUNN: Thank you. Is that it?
LEON HARMON: That’s all, Mr. Chairman.
TOMMY DUNN: Mr. Davis.
JIMMY DAVIS: Thank you, Mr. Chairman. I
just want to say a word of appreciation to all of our
county staff for the wonderful jobs that I have
witnessed them doing since taking office here in 2019.
It’s just been an eye-opening experience and I am so
appreciative of Mr. Burns on down and all the support
and all the great people that we as a county have. And
I want to go on record of showing my appreciation for
the county staff.

Also, June 1st will be here soon, and the Saluda
River Rally will be coming around. This is a wonderful
event. Starts at Dolly Cooper Park. Matt Schell and
his department are working very hard to make this the
greatest one ever. I’m thinking we’re going to have a
couple hundred boats floating down the Saluda River.
Anderson County is leading the way in the Saluda River
development and recreation. This is going to be a
jewel for our country. It’s going to be great for
economic impact. And I’m just so excited for all we’re
doing with it to have the Blue Trail. One day this
ing thing is going to go all the way to the ocean. It's
exciting to be on the front end of that. And that's
all I have.

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

BRETT SANDERS: Yes, sir. I'm, like Mr.
Davis, that Blue Trail, I'm thankful for Duke Energy's
contribution. That'll give us a jump on -- that is the
dividing line between Anderson and Greenville County.
So maybe we can get a jump there.

Also, we've got a lot of good events coming up.
The clean-up. We just participated in one in
Pendleton. The town-wide cleanup. I'd like to thank
-- Mr. Craig Wooten came out and helped. Again, it's
not about just our individual districts. We all need
to work together and I think we do a good job of
working together for the county as a whole. And I
appreciate the opportunity to serve. Thank you.

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

RAY GRAHAM: Thank you, Mr. Chairman.

I've got one thing I want to mention to fellow council
members to just kind of put in your mind. And I'd
truly appreciate it if you'd kind of go online and kind
of do some research because I hope this is something
that we're going to pursue with Anderson County, as
well. Abbeville County and also Greenwood
County has basically started a -- and this has been
over the past several years -- has started a Promise
Campaign that they're basically operated with -- is it
Piedmont Technical College? I think that's the one
down there. And basically in a sense a young person
that's graduating high school that is wanting to attend
a technical school, the money that the lottery does not
pay and some of the other opportunities that they have
as far as scholarships that doesn't pay, it ends up
being, I'm going to say eight hundred dollars a
semester, is kind of a rough estimate. And basically
what this Promise Campaign does is it picks up that tab
to keep those individuals from having to pay a tuition.

You know, a lot of times it's where the families
are not able to send their kids to college or whatever
the case might be. But if you truly look at the
economic development in Anderson County and where we're
standing and moving forward with, we are in so much of
a great need with our unemployment rate as far as
getting these kids graduated from high school, getting
some type of trade skill from a technical college to
give them an opportunity to go to some of these
industries and literally change their lifestyle. And Abbeville has been able to do it. Greenwood has been able to do it. I had Mike Thomas with -- he’s actually a board member for West Carolina which is down in Starr-Iva, Abbeville area. And also -- he’s also a member of Starr-Iva Water Board. He has approached me about this. We’re already kind of making some contacts. Rusty, what’s the name of that group again, with the county? We’re actually hoping to set up a meeting with the Development Corporation because it’s a 501(3)(c) program and see if it’s something we can get off the ground. And ideally would be basically your local industries helping support this. And basically these kids will be able to go to technical college at no cost to them or their families. It’s nothing but a win-win situation. I mean it’s a great opportunity. It’s a win for the industry. It’s a win for us as a county. It’s a win for these families that’s able to -- for these kids to go to college.

Eight hundred dollars might not be a lot to some people, but people that don’t have much it’s a tremendous amount. We’re pursuing this. Definitely will be bringing more information back to council. Again I encourage each and every one of you -- I’m going to try to get Lacey to see if she can pull up some articles, I’ve kind of printed some off -- to put in your boxes on what Abbeville and Greenwood has done. Please look at this and see if it’s something you feel like we can support as a county and hopefully get the industries involved, as well.

Again, I do appreciate everybody tonight. Definitely want to thank Duke Energy again for the contribution on the Blue Trail. I think it’s going to be a tremendous opportunity for Ms. Wilson and my district, as well, as far as bringing some more opportunities for the citizens down there. Thank you so much.

TOMMY DUNN: Mr. Wooten?
CRAIG WOOTEN: Yes. Thank you, Mr. Sanders, for having me out at Pendleton last week. I had a great time. I was disturbed about how much trash I picked up in a half a mile section. But I joked with somebody that with four kids at home, a quiet Saturday morning walking beside the road was actually pretty nice.

But in saying that I did want to bring up one thing and I know some of my predecessors on the Finance Committee sort of talked a lot about the budget and then brought it on to council. With us being three months out, I mean if it’s okay with council, I’d like
for the budget just to come straight to council in the
parts that it’s available from the staff and that
allows everybody to see it and really be able to dig
into it and have as much time as possible.

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

CINDY WILSON: Thank you, Mr. Chairman.

This county is so blessed with outdoor opportunities
and sports that are available. The Blue Trail is an
incredible development and we have many trails like at
the Clemson Experimental Forest just up the road where
people can go hiking on seven to eight thousand acres.
A group that I’m a part of that this county helped
initiate has volunteers that went out and mapped the
trails in conjunction with Clemson University. You can
go to the trail head, it’s the Fants Grove Trail Head
and get a little map and follow if you want to go for
an hour hike or a longer ride on your horse or your
bike, it’s available. Those are free opportunities
that are already paid for through other means and
they’re available. Not to mention all the other
sports. The South Carolina Upstate Equine Council has
their fundraiser show this weekend and it helps to fund
the trails and the vet tech programs at Tri-County Tech
and a lot of youth groups.

In reference to our transparency, we have the
Channel 23. I can’t afford to pay the cable to get
Channel 23, but that’s available. On the free side,
WAIM Radio has filmed every meeting and you can access
their website. I’m not sure what it is, but you can
actually see each council meeting and they have
archives.

On FOIs, the state law changed and a quick rundown,
you have to respond -- if a governmental body gets a
FOI request, you have to respond within ten days giving
an estimate of the records available for that request
and time span and the cost. This county does not
charge for FOI. Many of you don’t know what I went
through trying to get access to public records and many
citizens, you were not allowed to get public records
before 2009. Believe me, I went to the State Supreme
Court even trying to get access. So if anybody wants
anything all they have to do is call one of us or call
the County Administrator’s office. We really invite
public input. We really want our citizens involved. A
lot of committees that we’ve had fielded here, people
show up and they have brilliant ideas that we didn’t
know about. So please take advantage of that. And
thank you to our county staff for all the wonderful
things that were announced today, including the
Greenpond development, the Blue Trail development and all of these other wonderful companies that are coming here that are giving good jobs to help our citizens. So thank you, y'all.

TOMMY DUNN: Thank you, Ms. Wilson. I’ll try to be brief. I also want to thank the Blue Trail, Duke Energy and all the folks working on that. I think that’s going to be a big success. I want to thank the county staff and all involved about Greenpond. Had the ribbon cutting today for the bathroom; going to be in time for the fishing tournament this weekend. These things are not in my district; they’re Anderson County’s. Past council, council now and council in the future is going to make this successful and that’s what’s so great about it. We look at what’s best for Anderson County. I really do appreciate it.

I also want to thank the High School Fisherman Association. They spent last weekend or last Saturday out at the Greenpond Landing and went all the way up picking up trash. They’re doers. They don’t just talk about it. We’ve got seventy-five groups that adopts roads in Anderson County. We need a hundred and fifty. I want to say something. Trash is bad in Anderson County, but it’s bad all over the state. I remember when I was little, we’ve come a long ways, you ride down the road and there was washing machines and frigidaires on the side of the road. You don’t see that no more. Now it’s trash. We’ve got educational programs. That’s what’s going to stop this, is educational programs. We’re talking about doing this and doing that. One of our biggest things -- and Anderson County is very fortunate, the people we’ve got, our staff, Greg Smith and his teams, about our recycling. If you look close to Charleston the trouble they’re having with recycling. You can’t give it away. So where does it end up at? It ends up in a landfill. And the sorting, what happens to so much waste. There’s a lot of things coming down the pike we’ve got to look at about stuff, but want to keep everybody involved and get it.

And I also want to thank all council for all the work they do and the people here tonight. And about the parking issue, I think it’ll get better. But you know, I remember at one time you could park anywhere you want to. So I think it’s a good problem to have. We’ve got things going on downtown. It’s good for the city. And hopefully it’ll keep things getting on. Y’all have a good night.
MEETING ADJOURNED AT 8:09 P.M.
ORDINANCE NO. 2019-006

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

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

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

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

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

DONE in meeting duly assembled this 16th day of April, 2019.

(SEAL)

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey Croegaert
Clerk to Anderson County Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

ANDERSON COUNTY, SOUTH CAROLINA

First Reading: February 19, 2019
Second Reading: March 5, 2019
Third Reading: April 16, 2019
Public Hearing: April 16, 2019
ADDISON TO EXHIBIT A TO
Agreement for the Development of a Joint County Industrial and
Business Park dated as of December 1, 2010, as amended,
between Anderson County and Greenville County

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN GREENVILLE
COUNTY, SOUTH CAROLINA, BEING A PORTION OF TMS 0411000100106 AND BEING MORE
FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT IRON PIN ON THE NORTHWEST CORNER OF THE INTERSECTIONS OF FORK
SHOALS ROAD AND SCOTCH DRIVE, THENCE ALONG THE RIGHT-OF-WAY OF SCOTCH
DRIVE S66°38'06"W A DISTANCE OF 516.04 FEET TO AN IRON PIN, THENCE TURNING AND
RUNNING ALONG THE RIGHT-OF-WAY OF PERIMETER ROAD THE FOLLOWING CALLS:
N21°51'23"W A DISTANCE OF 449.66 FEET TO AN IRON PIN, THENCE N20°21'26"W A
DISTANCE OF 167.62 FEET TO AN IRON PIN, THENCE N76°38'44"E A DISTANCE OF 9.92 FEET
TO AN IRON PIN, THENCE N16°13'54"W A DISTANCE OF 531.37 FEET TO AN IRON PIN,
THENCE S73°48'15"W A DISTANCE OF 9.89 FEET TO AN IRON PIN, THENCE N18°08'59"W A
DISTANCE OF 11.55 FEET TO AN IRON PIN, THENCE TURNING AND RUNNING ALONG N/F
CITY OF GREENVILLE & COUNTY OF GREENVILLE N07°08'13"E A DISTANCE OF 1298.14
FEET TO AN IRON PIN, THENCE TURNING AND RUNNING ALONG THE RIGHT-OF-WAY OF
FORK SHOALS ROAD S17°34'36"E A DISTANCE OF 2285.31 FEET TO THE POINT OF
BEGINNING AND CONTAINING 21.33 ACRES (928,943 S.F.).
STATE OF SOUTH CAROLINA  

COUNTY OF ANDERSON  

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of February 19, 2019, March 5, 2019 and April 16, 2019, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

_____________________________________
Lacey Croegaert
Clerk, Anderson County Council

Dated: __________, 2019
ORDINANCE NO. 2019-009

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

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

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on March 5, 2019 an inducement resolution (the “Inducement Resolution”) with respect to certain proposed investment by COI Anderson Industrial, LLC, a South Carolina limited liability company (the “Company”) (which was known to the County at the time as “Project 20190114”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new distribution/manufacturing facility in the County (collectively, the “Project”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately $13,000,000 in the County within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

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

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

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

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

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

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

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

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

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

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

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the Chairman of County Council, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.
Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this 16th day of April, 2019.

ATTEST:

Rusty Burns
Anderson County Administrator

FOR ANDERSON COUNTY

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert,
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon Harmon
Anderson County Attorney

First Reading: March 5, 2019
Second Reading: March 19, 2019
Third Reading: April 16, 2019
Public Hearing: April 16, 2019
STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of March 5, 2019, March 19, 2019, and April 16, 2019, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

________________________
Lacey Croegaert, Clerk to County Council,
Anderson County, South Carolina

Dated: April ____, 2019
FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

COI Anderson Industrial, LLC

Dated as of May 1, 2019
# TABLE OF CONTENTS

## ARTICLE I

**DEFINITIONS**

- Section 1.01 Definitions ........................................................................................................ 3
- Section 1.02 Project-Related Investments ........................................................................... 7

## ARTICLE II

**REPRESENTATIONS, WARRANTIES, AND AGREEMENTS**

- Section 2.01 Representations, Warranties, and Agreements of the County ......................... 8
- Section 2.02 Representations, Warranties, and Agreements of the Company ....................... 8

## ARTICLE III

**COMMENCEMENT AND COMPLETION OF THE PROJECT**

- Section 3.01 The Project ........................................................................................................ 9
- Section 3.02 Diligent Completion ....................................................................................... 9
- Section 3.03 Filings and Reports ...................................................................................... 9

## ARTICLE IV

**FILOT PAYMENTS**

- Section 4.01 FILOT Payments .......................................................................................... 11
- Section 4.02 Special Source Revenue Credits .................................................................. 12
- Section 4.03 Failure to Achieve Minimum Investment Requirement .................................. 13
- Section 4.04 Removal of Equipment .................................................................................. 14
- Section 4.05 FILOT Payments on Replacement Property .................................................. 14
- Section 4.06 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement .................................................. 15

## ARTICLE V

**PARTICULAR COVENANTS AND AGREEMENTS**

- Section 5.01 Cessation of Operations .................................................................................. 16
- Section 5.02 Rights to Inspect ............................................................................................ 16
- Section 5.03 Confidentiality ............................................................................................... 16
- Section 5.04 Limitation of County’s Liability ..................................................................... 16
- Section 5.05 Mergers, Reorganizations and Equity Transfers ............................................ 17
- Section 5.06 Indemnification Covenants .......................................................................... 17
- Section 5.07 Qualification in State ..................................................................................... 18
- Section 5.08 No Liability of County’s Personnel .............................................................. 18
- Section 5.09 Assignment, Leases or Transfers .................................................................. 18
- Section 5.10 Administration Expenses .............................................................................. 19
- Section 5.11 Priority Lien Status ....................................................................................... 19
- Section 5.12 Interest; Penalties ......................................................................................... 19
- Section 5.13 Sponsor Affiliates ......................................................................................... 19

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Ordinance 2019-009
ARTICLE VI

DEFAULT

SECTION 6.01 EVENTS OF DEFAULT

SECTION 6.02 REMEDIES UPON DEFAULT

SECTION 6.03 REIMBURSEMENT OF LEGAL FEES AND EXPENSES AND OTHER EXPENSES

SECTION 6.04 NO WAIVER

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 NOTICES

SECTION 7.02 BINDING EFFECT

SECTION 7.03 COUNTERPARTS

SECTION 7.04 GOVERNING LAW

SECTION 7.05 HEADINGS

SECTION 7.06 AMENDMENTS

SECTION 7.07 FURTHER ASSURANCE

SECTION 7.08 INVALIDITY; CHANGE IN LAWS

SECTION 7.09 TERMINATION BY COMPANY

SECTION 7.10 ENTIRE UNDERSTANDING

SECTION 7.11 WAIVER

SECTION 7.12 BUSINESS DAY

EXHIBIT A – DESCRIPTION OF LAND

EXHIBIT B – INVESTMENT CERTIFICATION

EXHIBIT C – INFRASTRUCTURE INVESTMENT CERTIFICATION
SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AGREEMENT

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

<table>
<thead>
<tr>
<th>Company Name: COI Anderson Industrial, LLC</th>
<th>Project Name: Project 20190114</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected Investment: $13,000,000</td>
<td></td>
</tr>
<tr>
<td>Location (street): Highway 86</td>
<td>Tax Map No.: 240-00-01-010-000</td>
</tr>
</tbody>
</table>

1. FILOT

<table>
<thead>
<tr>
<th>Required Investment: $13,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investment Period: 5 years</td>
</tr>
<tr>
<td>Assessment Ratio: 6%</td>
</tr>
<tr>
<td>Fixed Millage: 316.5 mills</td>
</tr>
</tbody>
</table>

Clawback information: If the Contract Minimum Investment Requirement is not made during the Standard Investment Period, the FILOT is terminated retroactively.

2. MCIP

<table>
<thead>
<tr>
<th>Included in an MCIP: To be included in Anderson/Greenville Park (2010)</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, Name &amp; Date:</td>
</tr>
</tbody>
</table>

3. SSRC

<table>
<thead>
<tr>
<th>Total Amount: Not to exceed $205,000 each year for years 1 - 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. of Years: 30</td>
</tr>
<tr>
<td>Yearly Increments: 85% years 1 - 4, 35% years 5 - 30</td>
</tr>
<tr>
<td>Clawback information: If the Contract Minimum Investment Requirement is not made during the Standard Investment Period, the SSRC is terminated retroactively</td>
</tr>
</tbody>
</table>

4. Other information

| In the event $13,000,000 has been invested within the Standard Investment Period, the Standard Investment Period shall be extended an additional 5 years. |
FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the “Fee Agreement”) is made and entered into as of May 1, 2019 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 COI Anderson Industrial, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (the “Company”).

RECITALS

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

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

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

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

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

6. By enactment of an Ordinance on April 16, 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 PILOT Act and provides for the payment of fees in lieu of taxes and the
provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

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

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

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

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

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

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

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

"Company" shall mean COl Anderson Industrial, LLC, a South Carolina limited liability company, 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 $13,000,000 in Economic Development Property subject (non-exempt) to ad valorem taxation (in the absence of this Fee Agreement).

"County" shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.
“County Administrator” shall mean the Anderson County Administrator, or the person holding any successor office of the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“FILOT” or “FILOT Payments” shall mean the amount paid or to be paid in lieu of ad valorem property taxes as provided herein.
“PILOT Act” shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

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

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

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

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

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

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

“MCIP Act” shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“MCIP Agreement” shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

“MCIP” shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

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

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

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

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

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

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

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

“State” shall mean the State of South Carolina.

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

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

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

Section 1.02 Project-Related Investments

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

Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 316.5 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2019, as permitted under Section 12-44-50(A)(1)(d) of the PILOT Act.

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

Section 2.02 Representations, Warranties, and Agreements of the Company

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

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

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

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

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

[End of Article II]
ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Standard Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2019. In the event, the Contract Minimum Investment Requirement has been met within the Standard Investment Period, the Investment Period shall be extended to include the Extended Investment Period.

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

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

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

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

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

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

Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company’s FILOT Payments for a period of four (4) consecutive years in an amount equal to eighty-five percent (85%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement, but not to exceed $250,000 each year and thereafter, for a period of twenty-six (26) consecutive years in an amount equal to thirty-five percent (35%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

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

(c) In no event shall the aggregate amount of all Special Source Credits claimed by the Company exceed the amount expended with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit C.

(d) Should the Contract Minimum Investment Requirement not be met by the end of the Standard Investment Period, any Special Source Credits otherwise payable under this Agreement shall no longer be payable by the County, and the Company shall be retroactively liable to the County for the amount of the Special Source Credits previously received by the Company, plus interest at the rate payable for late payment of taxes. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Standard Investment Period.
(e) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

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

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

Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement by the end of the Standard Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Standard Investment Period, over (ii) the total amount of PILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Revenue Credits received) (such excess, a “Deficiency Amount”) for the period through and including the end of the Standard Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Standard Investment Period.

(b) As a condition to the PILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to ad valorem property taxes to the extent the Property remains in the State and is otherwise subject to ad valorem property taxes.
Section 4.05  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:

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

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

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

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

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

Section 5.01  Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County’s obligation to provide the FILOT incentive ends, and this Fee Agreement is terminated, if the Company ceases operations at the Project. For purposes of this Section, “ceases operations” means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twenty-four (24) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Standard Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02  Rights to Inspect

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

Section 5.03  Confidentiality

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

Section 5.04  Limitation of County’s Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Revenue Credits shall be payable only from FILOT payments received
from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

**Section 5.05  Mergers, Reorganizations and Equity Transfers**

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

**Section 5.06  Indemnification Covenants**

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

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

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

Section 5.07 Qualification in State

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

Section 5.08 No Liability of County’s Personnel

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

Section 5.09 Assignment, Leases or Transfers

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

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

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Fee Agreement or in the Project may cause all or part of the Project to become ineligible for the FILO T 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 FILOT Act Minimum Investment Requirement or the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

18

NPGVL1:1689197.3
Ordinance 2019-009
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 FILOT payments due hereunder.

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

(i) bring an action for specific enforcement;

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

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

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]
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:

COI Anderson Industrial, LLC
c/o: VanTrust Real Estate, LLC
4900 Main Street, Suite 400
Kansas City, Missouri 64112

With a copy to:

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

If to the County:

Anderson County
Attn: Rusty Burns, County Administrator
P.O. Box 8002
Anderson, South Carolina 29622-8002

With a copy to:

Anderson County Attorney
P.O. Box 8002
Anderson, South Carolina 29622-8002

Section 7.02 Binding Effect

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

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity; Change in Laws

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

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; provided, however, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party
hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to \textit{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.

FOR ANDERSON COUNTY:

(SEAL)

__________________________
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

__________________________
Lacey Croegaert
Anderson County Clerk to Council

[Signature Page 1 to Fee in Lieu of Tax and Special Source Credit Agreement]
COI ANDERSON INDUSTRIAL, LLC
a South Carolina limited liability company

By: ____________________________
Name:  David M. Harrison
Its:   Manager

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

LEGAL DESCRIPTION

All that piece, parcel or lot of land in Williamston Township, Anderson County, State of South Carolina, containing seventy-three (73) acres, more or less, lying and being on the north side of Highway #86 as shown on that certain plat prepared by B.F. Wigington, surveyor, dated March 19, 1941 and recorded in the Register of Deeds Office for Anderson County in Plat Book 15 at Page 105.

TMS#240-00-01-010-000
EXHIBIT B

INVESTMENT CERTIFICATION

I __________, the __________ of __________ (the “Company”), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of __________, 2019 between Anderson County, South Carolina and the Company (the “Agreement”), as follows:

(1) The total investment made by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20__ was $___________.

(2) The cumulative total investment made by the Company and any Sponsor Affiliates in the Project from the period beginning __________, 20__ (that is, the beginning date of the Investment Period) and ending December 31, 20__, is $___________.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of ________, 20__.

Name: ______________________________________
Its: ______________________________________
EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I __________, the __________ of __________ (the “Company”), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of __________, 2019 between Anderson County, South Carolina and the Company (the “Agreement”), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Revenue Credits previously received by the Company and any Sponsor Affiliates is $_______.

(2) As of December 31, 20__, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than $_______.

(3) Of the total amount set forth in (2) above, $_______. pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

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<th>Personal Property Description</th>
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All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of __________, 20__.

Name: ____________________________
Its: ____________________________
ORDINANCE NO. 2019-012

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

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

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on March 19, 2019 an inducement resolution (the “Inducement Resolution”) with respect to certain proposed investment by Tile Council of North America, Inc., a New York non-profit corporation (the “Company”) (which was known to the County at the time as “Project 20180801”), with respect to the acquisition, construction, and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion of the Company’s existing research and development facility in the County (collectively, the “Project”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately $5,350,000 in the County and the projected creation of approximately eighteen (18), but not less than twelve (12), net new, full-time, jobs (with benefits) at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the Chairman of County Council, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.
Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this 16th day of April, 2019.

ATTEST:

Rusty Burns
Anderson County Administrator

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert,
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon Harmon
Anderson County Attorney

First Reading: March 19, 2019
Second Reading: April 2, 2019
Third Reading: April 16, 2019
Public Hearing: April 16, 2019
STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of March 19, 2019, April 2, 2019, and April 16, 2019, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

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

Dated: April ____ , 2019
FEES IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

TILE COUNCIL OF NORTH AMERICA, INC.

Dated as of May 1, 2019
# TABLE OF CONTENTS

## ARTICLE I

**DEFINITIONS**

SECTION 1.01 DEFINITIONS ................................................................. 3
SECTION 1.02 PROJECT-RELATED INVESTMENTS ...................................... 7

## ARTICLE II

**REPRESENTATIONS, WARRANTIES, AND AGREEMENTS**

SECTION 2.01 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COUNTY .................................................. 8
SECTION 2.02 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COMPANY .................................................. 8

## ARTICLE III

**COMMENCEMENT AND COMPLETION OF THE PROJECT**

SECTION 3.01 THE PROJECT ..................................................................... 9
SECTION 3.02 DILIGENT COMPLETION .................................................. 9
SECTION 3.03 PAYMENTS AND REPORTS ............................................. 9

## ARTICLE IV

**FILOT PAYMENTS**

SECTION 4.01 FILOT PAYMENTS ............................................................ 11
SECTION 4.02 SPECIAL SOURCE REVENUE CREDITS .............................. 12
SECTION 4.03 FAILURE TO ACHIEVE FILOT ACT MINIMUM INVESTMENT REQUIREMENT ........................................ 13
SECTION 4.04 REMOVAL OF EQUIPMENT ............................................. 14
SECTION 4.05 FILOT PAYMENTS ON REPLACEMENT PROPERTY ............. 14
SECTION 4.06 REDUCTIONS IN PAYMENT OF TAXES UPON DIMINUTION IN VALUE; INVESTMENT MAINTENANCE REQUIREMENT ....... 15

## ARTICLE V

**PARTICULAR COVENANTS AND AGREEMENTS**

SECTION 5.01 CESSION OF OPERATIONS .............................................. 16
SECTION 5.02 RIGHTS TO INSPECT ....................................................... 16
SECTION 5.03 CONFIDENTIALITY .......................................................... 16
SECTION 5.04 LIMITATION OF COUNTY’S LIABILITY ................................ 16
SECTION 5.05 MERGERS, REORGANIZATIONS AND EQUITY TRANSFERS ................................................................. 17
SECTION 5.06 INDEMNIFICATION COVENANTS ........................................ 17
SECTION 5.07 QUALIFICATION IN STATE .................................................. 18
SECTION 5.08 NO LIABILITY OF COUNTY’S PERSONNEL ....................... 18
SECTION 5.09 ASSIGNMENT, LEASES OR TRANSFERS ............................. 18
SECTION 5.10 ADMINISTRATION EXPENSES ......................................... 19
SECTION 5.11 PRIORITY LIEN STATUS ................................................... 19
SECTION 5.12 INTEREST; PENALTIES .................................................. 19
SECTION 5.13 SPONSOR AFFILIATES .................................................... 19
ARTICLE VI

DEFAULT

SECTION 6.01 EVENTS OF DEFAULT .................................................. 21
SECTION 6.02 REMEDIES UPON DEFAULT ........................................ 21
SECTION 6.03 REIMBURSEMENT OF LEGAL FEES AND EXPENSES AND OTHER EXPENSES .................................................. 22
SECTION 6.04 NO WAIVER ................................................................ 22

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 NOTICES .................................................................... 23
SECTION 7.02 BINDING EFFECT .......................................................... 23
SECTION 7.03 COUNTERPARTS .......................................................... 24
SECTION 7.04 GOVERNING LAW ....................................................... 24
SECTION 7.05 HEADINGS ................................................................. 24
SECTION 7.06 AMENDMENTS ........................................................... 24
SECTION 7.07 FURTHER ASSURANCE .............................................. 24
SECTION 7.08 INVALIDITY; CHANGE IN LAWS .................................. 24
SECTION 7.09 TERMINATION BY COMPANY .................................... 24
SECTION 7.10 ENTIRE UNDERSTANDING ......................................... 25
SECTION 7.11 WAIVER .................................................................... 25
SECTION 7.12 BUSINESS DAY .......................................................... 25

EXHIBIT A – DESCRIPTION OF LAND
EXHIBIT B – INVESTMENT AND JOBS CREATION CERTIFICATION
EXHIBIT C – INFRASTRUCTURE INVESTMENT CERTIFICATION
SUMMARY OF CONTENTS OF
FEE IN LIEU OF TAX AGREEMENT

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

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Tile Council of North America, Inc.</th>
<th>Project Name:</th>
<th>Project 20180801</th>
</tr>
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<tbody>
<tr>
<td>Projected Investment:</td>
<td>$5,350,000</td>
<td>Projected Jobs:</td>
<td>18</td>
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<tr>
<td>Location (street):</td>
<td>100 Clemson Research Blvd</td>
<td>Tax Map No.:</td>
<td>025-00-02-033</td>
</tr>
</tbody>
</table>

1. FILOT

- Required Investment: $5,350,000
- Investment Period: 5 years
- Assessment Ratio: 6%
- Fixed Millage: 321.5 mills

Clawback information: If the FILOT Act Minimum Investment Requirement is not made during the Investment Period, the FILOT is terminated retroactively.

2. MCIP

- Included in an MCIP: Yes
- If yes, Name & Date: Anderson County/Greenville County 2010 Park

3. SSRC

- No. of Years: 30 years
- Yearly Increments: 50% years 1 – 5, 40% years 6 – 15

Clawback information:

4. Other information

If either the Contract Minimum Investment Requirement or the Jobs Creation Requirement is not made by the end of the fourth year during the Investment Period, the 50% SSRC will reduce to 20% through the 5th year.

If the Contract Minimum Investment Requirement and the Jobs Creation Minimum Requirement are made by the end of the 5th year (Investment Period), the 40% Special source revenue credit shall apply to the Project for the following 10-year period.

If either the Contract Minimum Investment Requirement or the Jobs Creation Minimum Requirement are not made by the end of the Investment Period, the 20% Special source revenue credit shall continue through the 6th year.

If the Contract Minimum Investment Requirement and the Jobs Creation Requirement are made by the end of the sixth year, the 40% SSRC shall apply for the following 9-year period.
FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT (the “Fee Agreement”) is made and entered into as of May 1, 2019 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 The Council of North America, Inc., a non-profit corporation organized and existing under the laws of the State of New York (the “Company”).

RECITALS

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

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

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute an expansion of the Company’s facilities in the County for research and development.

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

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

6. By enactment of an Ordinance on April 16, 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 and the
provision of Special source revenue credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

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

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

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

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

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

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

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

"Company" shall mean Tile Council of North America, Inc., formerly known as Tile Council of America, Inc., a New York non-profit corporation, 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 $5,350,000 in Economic Development Property subject (non-exempt) to ad valorem taxation (in the absence of this Fee Agreement).

"County" shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.
“County Administrator” shall mean the Anderson County Administrator, or the person holding any successor office of the County.

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

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

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

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

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

“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 and Special source revenue credit Agreement.

“FILOT” or “FILOT Payments” shall mean the amount paid or to be paid in lieu of ad valorem property taxes as provided herein.
“FILOT Act” shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

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

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

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

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

“Jobs Creation Minimum Requirement” shall mean the creation of at least twelve (12) new, full-time, jobs (with benefits) at the Project.

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

“MCIP Act” shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“MCIP Agreement” shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special source revenue credits to the Company hereunder.

“MCIP” shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

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

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

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

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

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

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

“State” shall mean the State of South Carolina.

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

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

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

Section 1.02 Project-Related Investments

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

[End of Article I]
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 321.5 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2019, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

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

Section 2.02  Representations, Warranties, and Agreements of the Company

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

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

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

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

(d) The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met, (i) the Contract Minimum Investment Requirement and (ii) the Jobs Creation Minimum Requirement, all within the Investment Period.

[End of Article II]
ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement and the Jobs Creation Minimum Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2019.

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

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

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

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

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

[End of Article III]
ARTICLE IV

FILOT PAYMENTS

Section 4.01 FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make payments in lieu of ad valorem taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of ad valorem taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of ad valorem taxes on all 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 321.5 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.
(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILO-T Act and/or the herein-described FILO-T 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 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 FILO-T 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 FILO-T Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 Special source revenue credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILO-T Act and Section 4-1-175 of the MCIP Act and subject to subsections (d), (e) and (f) below, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special source revenue credits against the Company’s FILO-T Payments for a period of five (5) consecutive years in an amount equal to fifty percent (50%) of that portion of FILO-T Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement, and thereafter, for a period of ten (10) consecutive years in an amount equal to forty percent (40%) of that portion of FILO-T Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

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

(c) In no event shall the aggregate amount of all Special source revenue credits claimed by the Company exceed the amount expended with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit C.

(d) In the event the Company, together with any Sponsor Affiliates, fails to meet either the Contract Minimum Investment Requirement or the Jobs Creation Minimum Requirement by the end of the fourth (4th) year following the Commencement Date, the 50% Special source revenue credit will reduce to 20% through the remainder of the initial 5-year period.

(e) In the event the Company, together with any Sponsor Affiliates, meets the Contract Minimum Investment Requirement and the Jobs Creation Minimum Requirement by the end of the Investment Period, the 40% Special source revenue credit shall apply to the Project for the following 10-
year period, but no lost Special source revenue credits, if any, may be captured by the Company. If, however, the Company, together with any Sponsor Affiliates, fails to meet either the Contract Minimum Investment Requirement or the Jobs Creation Minimum Requirement by the end of the Investment Period, the 20% Special source revenue credit shall continue through the sixth (6th) year following the Commencement Date.

(f) In the event the Company, together with any Sponsor Affiliates, meets the Contract Minimum Investment Requirement and the Jobs Creation Minimum Requirement by the end of the sixth (6th) year following the Commencement Date, the 40% Special source revenue credit shall apply to the Project for the remainder of the 10-year period, but no lost Special source revenue credits, if any, may be captured by the Company. If, however, the Company, together with any Sponsor Affiliates, fails to meet either the Contract Minimum Investment Requirement or the Jobs Creation Minimum Requirement by the end of the sixth (6th) year following the Commencement Date, the Special source revenue credit will terminate.

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

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

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

Section 4.03 Failure to Achieve FILOT Act Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the FILOT Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special source revenue credits received) (such excess, a “Deficiency Amount”) for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Investment Period.
(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project and the cumulative number of new, full-time jobs created by the Company with respect to the Project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

Section 4.04 Removal of Equipment

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

Section 4.05 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the 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 research and development 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 (it being intended herein that any obligations of the County with respect to the Special source revenue credits shall be payable only from FILOT payments received
from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05  Mergers, Reorganizations and Equity Transfers

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

Section 5.06  Indemnification Covenants

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

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

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

(i) terminate this Fee Agreement; or

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

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company's (together with any Sponsor Affiliates) failure to meet the FILOT Act Minimum Investment Requirement, the Contract Minimum Investment Requirement or the Jobs Creation Minimum Requirement other than as expressly set forth in this Fee Agreement.
In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

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

(i) bring an action for specific enforcement;

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

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

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]
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:

Tile Council of North America, Inc.
Attn: Eric Astrachan, Executive Director
100 Clemson Research Boulevard
Anderson, South Carolina 29625

With a copy to:

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

If to the County:

Anderson County
Attn: Rusty Burns, County Administrator
P.O. Box 8002
Anderson, South Carolina 29622-8002

With a copy to:

Anderson County Attorney
P.O. Box 8002
Anderson, South Carolina 29622-8002

Section 7.02  Binding Effect

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

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

Section 7.04  Governing Law

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

Section 7.05  Headings

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

Section 7.06  Amendments

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

Section 7.07  Further Assurance

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

Section 7.08  Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

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.

FOR ANDERSON COUNTY,

(SEAL)

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Lacey Croegaert
Anderson County Clerk to Council

[Signature Page 1 to Fee in Lieu of Tax and Special source revenue credit Agreement]
TILE COUNCIL OF NORTH AMERICA, INC.

By: __________________________
Name: _________________________
Its: ____________________________

[Signature Page 2 to Fee in Lieu of Tax and Special source revenue credit Agreement]
EXHIBIT A

LEGAL DESCRIPTION

Lot 1, containing 4.0 acres, situate, lying and being on the Northwestern side of S.C. Highway 187 in Pendleton Township, County of Anderson, State of South Carolina. Said lots are located between Pant's Grove Road and Road S-1095, as shown on a Plat of 4 lots of land surveyed at the request of the South Carolina Research Authority by Farmer & Simpson Engineers, Inc., dated September 19, 1994 and recorded in Plat Book 109 at Page 529.

TMS# 025-00-02-033
EXHIBIT B

INVESTMENT AND JOBS CREATION CERTIFICATION

I __________, the __________ of Tile Council of North America, Inc. (the “Company”), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special source revenue credit Agreement dated as of May 1, 2019 between Anderson County, South Carolina and the Company (the “Agreement”), as follows:

(1) The total investment made by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20__ was $___________.

(2) The cumulative total investment made by the Company and any Sponsor Affiliates in the Project from the period beginning __________, 20__ (that is, the beginning date of the Investment Period) and ending December 31, 20__, is $___________.

(3) The number of full-time jobs at the Company facilities where the Project is located was _____ persons as of __________, 20__ (the beginning date of the Investment Period).

(4) The number of net new, full-time jobs created at the Project since __________, 20__ (the beginning date of the Investment Period) is _____ persons.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of __________, 20__.

Name: ____________________________
Its: ____________________________
EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I ____________________, the __________________ of Tile Council of North America, Inc. (the “Company”), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special source revenue credit Agreement dated as of May 1, 2019 between Anderson County, South Carolina and the Company (the “Agreement”), as follows:

(1) As of the date hereof, the aggregate amount of Special source revenue credits previously received by the Company and any Sponsor Affiliates is $_________.

(2) As of December 31, 20__, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than $_________.

(3) [Use only if expenditures for personal property will be used to account for Special source revenue credits.] Of the total amount set forth in (2) above, $_________ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

<table>
<thead>
<tr>
<th>Personal Property Description</th>
<th>Investment Amount</th>
</tr>
</thead>
</table>

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of __________, 20__.

Name: __________________________________________
Its: __________________________________________
ORDINANCE NO. 2019-013

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

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

WHEREAS, a company (the “Sponsor”), whose identity is being withheld at Sponsor’s request until it is in a position to make a public announcement, is considering making an investment of not less than $4,000,000 (“Project Azul,” or the “Project”) in order to produce and supply to the public electricity by conversion of solar energy at a site in Anderson County, South Carolina; and

WHEREAS, the Sponsor has represented that the Project will involve an investment in at least the amount detailed above within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

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

WHEREAS, pursuant to the authority granted to the County under Section 4-1-170 of the Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park (a “Park”) such that the Project will receive the benefits of the FILOT Act; and
WHEREAS, the County has agreed to, among other things, enter into a Fee in Lieu of Tax and Special Source Revenue Credit Agreement with the Sponsor for the Project (the “Fee Agreement”), whereby the County would (a) provide therein for a payment of a fee-in-lieu-of taxes by the Sponsor with respect to the Project, and (b) provide for certain special source revenue credits to be claimed by the Sponsor against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Park Act; and

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

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

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

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

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

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

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

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

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

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Sponsor and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the Chairman of County Council or the County Administrator, upon advice of counsel, such official’s execution thereof to constitute conclusive

2

02943860 v2
Ordinance 2019-013
evidence of approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The County shall use its best efforts and endeavor to work with one or more adjoining counties (and, to the extent any portion of any Project site is located within the corporate limits of a municipality, to work with such municipality) to cause the Project site to be located within a Park, through amendment of an existing Park or creation of a new Park in accordance with the Park Act. The County shall undertake those procedures and documents necessary for the creation or expansion of such Park and shall use its best efforts to maintain the Project site in such Park during the term of the incentives provided for pursuant to the inducement resolution and the Fee Agreement or subsequent ordinances or agreements.

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

Section 5. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

[signature page follows]
ENACTED in meeting duly assembled this __th day of _______________ 2019.

(SEAL)

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
Anderson County Council

First Reading: April 2, 2019
Second Reading:
Public Hearing:
Third Reading:
FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

BETWEEN

PROJECT AZUL AS SPONSOR

AND

ANDERSON COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _____________, 2019
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Recitals</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE I</td>
<td></td>
</tr>
<tr>
<td>PROJECT OVERVIEW</td>
<td></td>
</tr>
<tr>
<td>Section 1.1</td>
<td>Agreement to Waive Requirement of Recapitulation</td>
</tr>
<tr>
<td>Section 1.2</td>
<td>Rules of Construction; Defined Terms</td>
</tr>
<tr>
<td>ARTICLE II</td>
<td></td>
</tr>
<tr>
<td>REPRESENTATIONS AND WARRANTIES</td>
<td></td>
</tr>
<tr>
<td>Section 2.1</td>
<td>Representations of the County</td>
</tr>
<tr>
<td>Section 2.2</td>
<td>Representations of the Sponsor</td>
</tr>
<tr>
<td>ARTICLE III</td>
<td></td>
</tr>
<tr>
<td>COMMENCEMENT AND COMPLETION OF THE PROJECT</td>
<td></td>
</tr>
<tr>
<td>Section 3.1</td>
<td>The Project</td>
</tr>
<tr>
<td>Section 3.2</td>
<td>Diligent Completion</td>
</tr>
<tr>
<td>ARTICLE IV</td>
<td></td>
</tr>
<tr>
<td>PAYMENTS IN LIEU OF TAXES</td>
<td></td>
</tr>
<tr>
<td>Section 4.1</td>
<td>Special Source Revenue Credit</td>
</tr>
<tr>
<td>Section 4.2</td>
<td>Negotiated Payments</td>
</tr>
<tr>
<td>Section 4.3</td>
<td>Payments in Lieu of Taxes on Replacement Property</td>
</tr>
<tr>
<td>Section 4.4</td>
<td>Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty</td>
</tr>
<tr>
<td>Section 4.5</td>
<td>Place and Allocation of Payments in Lieu of Taxes</td>
</tr>
<tr>
<td>Section 4.6</td>
<td>Removal of Equipment</td>
</tr>
<tr>
<td>Section 4.7</td>
<td>Damage or Destruction of Project</td>
</tr>
<tr>
<td>Section 4.8</td>
<td>Condemnation</td>
</tr>
<tr>
<td>Section 4.9</td>
<td>Merger of Sponsor with Related Party</td>
</tr>
<tr>
<td>Section 4.10</td>
<td>Indemnification Covenants</td>
</tr>
<tr>
<td>Section 4.11</td>
<td>Confidentiality/Limitation on Access to Project</td>
</tr>
<tr>
<td>Section 4.12</td>
<td>Records and Reports</td>
</tr>
<tr>
<td>Section 4.13</td>
<td>Payment of Administrative Expenses</td>
</tr>
<tr>
<td>Section 4.14</td>
<td>Collection and Enforcement Rights of County</td>
</tr>
<tr>
<td>Section 4.15</td>
<td>Assignment and Subletting</td>
</tr>
<tr>
<td>Section 4.16</td>
<td>County's Estoppel Certification for Sponsor's Financing Transactions</td>
</tr>
<tr>
<td>Section 4.17</td>
<td>Sponsor's Continuing Obligations After Termination by Sponsor</td>
</tr>
<tr>
<td>Section 4.18</td>
<td>Events of Default</td>
</tr>
<tr>
<td>Section 4.19</td>
<td>Remedies on Default</td>
</tr>
<tr>
<td>Section 4.20</td>
<td>Remedies Not Exclusive</td>
</tr>
</tbody>
</table>
## ARTICLE V
### MISCELLANEOUS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 5.1</td>
<td>Notices</td>
<td>14</td>
</tr>
<tr>
<td>Section 5.2</td>
<td>Binding Effect</td>
<td>15</td>
</tr>
<tr>
<td>Section 5.3</td>
<td>Counterparts</td>
<td>15</td>
</tr>
<tr>
<td>Section 5.4</td>
<td>Governing Law</td>
<td>15</td>
</tr>
<tr>
<td>Section 5.5</td>
<td>Headings</td>
<td>15</td>
</tr>
<tr>
<td>Section 5.6</td>
<td>Amendments</td>
<td>15</td>
</tr>
<tr>
<td>Section 5.7</td>
<td>Further Assurance</td>
<td>15</td>
</tr>
<tr>
<td>Section 5.8</td>
<td>Severability</td>
<td>16</td>
</tr>
<tr>
<td>Section 5.9</td>
<td>Limited Obligation</td>
<td>16</td>
</tr>
<tr>
<td>Section 5.10</td>
<td>Force Majeure</td>
<td>16</td>
</tr>
<tr>
<td>Section 5.11</td>
<td>Execution Disclaimer</td>
<td>16</td>
</tr>
</tbody>
</table>
FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("Fee Agreement") is entered into, effective, as of ____________, 2019, between Anderson County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting through the Anderson County Council ("County Council") as the governing body of the County, and [________], a limited liability company organized and existing under the laws of the State of South Carolina ("Sponsor"), previously identified as Project Azul.

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina 1976, as amended (the "Code") and the Multi-County Park Act (as defined herein): (i) to enter into agreements with certain entities meeting the requirements of the Act to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing corporate headquarters, manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of ad valorem taxes with respect to the project; and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, the Sponsor proposes to develop, install or operate, as applicable solar power generating facilities located at a leased site on parcel tax map number [_________] (the "Land") in Anderson County, South Carolina (the "Project");

WHEREAS, the Project will involve an investment which, but for this Fee Agreement, would have a value for ad valorem taxation purposes, of not less than $4,000,000 within the time period required under the Act ("Project Commitment"), meeting the minimum investment requirement under the Act;

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

WHEREAS, the County Council adopted an ordinance on ________________, (the "Fee Ordinance"), as an inducement to the Sponsor to develop the Project and at the Sponsor’s request, the County Council authorized the County to enter into this Fee Agreement as a fee-in-lieu of ad valorem tax agreement with the Sponsor which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof;

WHEREAS, the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, for the purposes set forth above, based solely on information provided by the Sponsor to the County, the County has determined that it is in the best interests of the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions herein set forth.
NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I
PROJECT OVERVIEW

Section 1.1. Agreement to Waive Requirement of Recapitulation. Pursuant to Section 12-44-55(B) of the Act, the County and the Sponsor agree to waive the requirement of including in this Agreement the recapitulation information as set forth in Section 12-44-55(A) of the Act. If the Sponsor should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Sponsor’s noncompliance that are within the County’s control.

Section 1.2. Rules of Construction; Defined Terms. In addition to the words and terms elsewhere defined in this Fee Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

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

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

“Act Minimum Investment Requirement” shall mean an investment of at least $2,500,000 by the Sponsors of eligible economic development property under the Act.

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

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

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

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


“Commencement Date” shall mean the last day of the property tax year during which Economic Development Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor execute this Fee Agreement.
“County” shall mean Anderson County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina, its successors and assigns, acting by and through the Anderson County Council as the governing body of the County.

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

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

“Decommissioning” shall mean the removal and proper disposal of all Equipment, stabilization and rehabilitation of the Land, and restoration of the Land to its original state. Notwithstanding the foregoing, Sponsor shall have no obligation to remove roads constructed on the Land, or to remove fencing that the then current landowner requests to remain, or to remove subsurface improvements below 30 inches of depth.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.2 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsor’s removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Sponsor in connection with its annual filing of a SCDOR PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsor, except as may be necessary to take advantage of Section 12-44-160 of the Act.

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

“Event of Default” shall mean any Event of Default specified in Section 4.18 of this Fee Agreement.

“Fee Agreement” shall mean this Fee-In-Lieu of Ad Valorem Taxes Agreement.

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

“FILOT” shall mean the fee-in-lieu of taxes, which the Sponsor is obligated to pay to the County pursuant to Section 4.2 hereof.

“FILOT Payments” shall mean the payments to be made by the Sponsor pursuant to Section 4.2 hereof.

“FILOT Revenues” shall mean the revenues received by the County from the Sponsor’s payment of the FILOT.
“Investment Period” shall mean the period commencing in 2019 and ending on the last day of the fifth property tax year following the earlier of the property tax year in which Economic Development Property is placed in service or the property tax year in which this Fee Agreement is executed; provided a later date may be agreed to by the Sponsor and County pursuant to Section 12-44-30(13) of the Act.

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

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

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

“Negotiated FILOT Payments” shall mean the FILOT payments due pursuant to Section 4.2 hereof with respect to that portion of the Project consisting of Economic Development Property.

“Net FILOT Payment” shall mean a total annual payment of $11,250 for the entire term of this Fee Agreement, for those years for which a FILOT payment is due hereunder. It is anticipated that the first Net FILOT Payment due hereunder shall be the payment for property tax year 2020, due and payable to the County on or before January 15, 2021. Provided, the Net FILOT Payments shall be increased in any year in which the total power generation capacity of the Project exceeds three megawatts of AC power, in proportion to the excess. For example, and by way of example only, if the total power generation capacity of the Project as of the last day of the 2024 tax year is 125% of three megawatts of AC power, then the Net FILOT Payment for such year shall be increased by 25%. The Sponsor shall provide the County Administrator and Finance Director with report(s) (including third party reports, if applicable) not less frequently than annually, at the end of the calendar year, or any time the power generation capacity of the Project is increased, providing conclusive evidence of the then-current power generation capacity of the Project and the actual maximum power production of the Project since the last such report.

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

“Phase Termination Date” shall mean with respect to each Phase of the Project the day thirty (30) years after each such Phase of the Project becomes subject to the terms of this Fee Agreement with an option to extend the term for a further ten (10) years in accordance with the Act. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2054, unless an extension of time in which to complete the Project is granted by the County pursuant to Section 12-44-30(13) of the Act or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Sponsor under Section 12-44-30(20) of the Act, as amended.

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

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

“Qualifying Infrastructure Costs” shall have the meaning set forth in Section 4.1 of this Fee Agreement.
“Real Property” shall mean the Land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement, all improvements hereafter situated thereon and all fixtures hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component under Section 4.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, but only to the extent that such property may be included in the calculation of the FILOT pursuant to Section 4.2 hereof and Section 12-44-60 of the Code.

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

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

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

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

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

ARTICLE II
REPRESENTATIONS AND WARRANTIES

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

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

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) 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; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.
(c) Based upon representations by the Sponsor, the Project constitutes a “project” within the meaning of the Act.

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

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

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

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

Section 2.2. Representations of the Sponsor. The Sponsor hereby represents and warrants to the County as follows:

(a) The Sponsor is duly organized and in good standing under the laws of the State of South Carolina, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

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

(c) The Sponsor intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Sponsor intends to develop, install or operate, as applicable solar power generating facilities, to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Sponsor to undertake the Project in the County.

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

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

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

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

Pursuant to the Act, the Sponsor and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act.

Section 3.2. Diligent Completion. The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable.

ARTICLE IV
PAYMENTS IN LIEU OF TAXES

Section 4.1. Special Source Revenue Credit. The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a Special Source Revenue Credit, in reimbursement of investment in Qualifying Infrastructure Costs as described below, to be applied to its annual fee-in-lieu of taxes liability in an amount equal to the FILOT Payments due under this Fee Agreement, to be calculated as set forth in Section 4.2, minus the Net FILOT Payment. For illustration purposes, and only as a means of illustration, a formula of this calculation is shown on Exhibit B, attached hereto. In no event may the Sponsor’s aggregate Special Source Revenue Credit claimed pursuant to this Section exceed the aggregate amount of Qualifying Infrastructure Costs.

(a) The Special Source Revenue Credit shall be effective starting with the first property tax year following execution of this Fee Agreement and, so long as the Sponsor meets the Project Commitment within the Investment Period, shall remain effective for the entire Fee Term. For purposes of this Fee Agreement, “Qualifying Infrastructure Costs” shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate in connection with the Project, and any other such similar or like expenditures authorized by the Code.

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

Section 4.2. Negotiated FILOT Payments. Pursuant to Section 12-44-50 of the Act, the Sponsor is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Sponsor anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Sponsor have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsor shall make payments in lieu of ad valorem taxes on all the Equipment, Structures and Real Property which collectively comprise the Project and are placed in service, as follows: the Sponsor shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service
on or before each December 31 through December 31, 2024, 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, less the Special Source Revenue Credit. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act and to Section 4.4 hereof):

Step 1: Determine the fair market value of the improvements to the Real Property and Equipment in the Phase of the Project placed in service in any given year for such year and for the following 29 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Sponsor for any Equipment as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Sponsor under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement. The County and Sponsor also agree pursuant to Section 12-44-50(A)(1) of the Act that the value of the Real Property included in any Phase of the Project shall be its fair market value as determined by appraisal but the fair market value of the Real Property shall be subject to reappraisal by the South Carolina Department of Revenue not more than once every five (5) years.

Step 2: Apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine (29) years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.

Step 3: Use a millage rate of 321.5 mils, or the combined millage rates set for the tax year 2019 by the County and Anderson County School District (or the applicable school district) (these combined millage rates being in effect on June 30 prior to the calendar year in which this Agreement is signed as permitted by Section 12-44-50(A)(1)(d) of the Act) and any other overlapping political units having taxing jurisdiction where the Real Property is located, to determine the amount of the payments in lieu of taxes which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.

Step 4: Reduce the calculated amounts determined in the previous Steps by the Special Source Revenue Credit as described in Section 4.1 herein. The Special Source Revenue Credit shall be, at the option of the County, shown on the bill sent by the County to the Sponsor, or paid by a check from the County Treasurer.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the permitted level so determined.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsor with the benefits to be derived hereof, it being the intention of the County to offer the Sponsor an inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad valorem taxes to be paid to the County by the
Sponsor shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsor with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Sponsor to the County hereunder, shall be reduced by the total amount of payments in lieu of ad valorem taxes made by the Sponsor with respect to the Project pursuant to the terms hereof.

To the extent permitted by law, because the Negotiated FILOT Payments agreed to herein are intended to be paid by the Sponsor to the County in lieu of taxes, it is agreed that said Negotiated FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Sponsor to the County in property taxes if the Sponsor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said Negotiated FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

If the Sponsor fails to meet the Act Minimum Investment Requirement by December 31, 2024, the Fee Agreement shall terminate and the Sponsor shall owe the County a retroactive tax payment in an amount equal to the difference between ad valorem property taxes on the Real Property and the Equipment subject to payments in lieu of taxes under this Fee Agreement computed as if this Fee Agreement had not been in effect for such retroactive period and FILOT Payments made under this Fee Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code (hereinafter “Retroactive Tax Payment”). The repayment obligations arising under this Section survives termination of this Fee Agreement.

Section 4.3. Payments in Lieu of Taxes on Replacement Property. If the Sponsor elects to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Sponsor shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows (subject in all events to the applicable provisions of the Act):

(a) to the extent that the income tax basis of the Replacement Property (the “Replacement Value”) is less than or equal to the original income tax basis of the Removed Components (the “Original Value”) the amount of the payments in lieu of taxes to be made by the Sponsor with respect to such Replacement Property shall be calculated in accordance with Section 4.2 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.2 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, the maximum number of years for which the annual fee payments are available to the Sponsor for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the “Excess Value”), the payments in lieu of taxes to be made by the Sponsor with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.4. Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in
Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.2 hereof.

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

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

Section 4.7. Damage or Destruction of Project.

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

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this Fee Agreement, the Sponsor may in their sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Sponsor to the County under Section 4.2 hereof.

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

Section 4.8. Condemnation.

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

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

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

Section 4.10. Indemnification Covenants.

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

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs. In no event shall the Sponsor’s reimbursement of these costs exceed $8,000.

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

(d) Notwithstanding anything herein to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.
(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

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

Section 4.12. Records and Reports. The Sponsor agrees to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and its computations of all payments in lieu of taxes made hereunder and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to payments in lieu of taxes under the Act, including without limitation the reports required by Section 12-44-90 of the Act (collectively, “Filings”).

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

Section 4.13. Payment of Administrative Expenses. The Sponsor will reimburse the County from time to time for its Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County including a general statement of the amount and nature of the Administration Expense and requesting the payment of the same. The payment by the Sponsor of the County’s Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice. In no event shall the Sponsor’s reimbursement of these expenses exceed $5,000.

Section 4.14. Collection and Enforcement Rights of County. The parties acknowledge that, as provided in Section 12-44-90 of the Code, the County’s right to receive payments in lieu of taxes hereunder
shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of ad valorem property taxes and, for purposes of this application, payments in lieu of taxes due hereunder shall be considered a property tax.

Section 4.15. Assignment and Subletting. This Fee Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act; provided, however, that in connection with any assignment or total subleasing by the Sponsor in which the Sponsor requests the release of the Sponsor from this Fee Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent, and to the extent any required or further consent is requested, the County may do so by passage of a resolution.

Section 4.16. County’s Estoppel Certificates for Sponsor’s Financing Transactions. The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor, respectively, any estoppel certificates, acknowledgements or other documents certifying, to the County Administrator’s knowledge, the full force and effect of this Fee Agreement and the absence of any default hereunder and acknowledging the continuing validity of this Fee Agreement after its transfer required in any financing related transfers authorized by Section 12-44-120 of the Act, as may be reasonably requested by the Sponsor or any lender of the Sponsor from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor as contemplated under Section 12-44-120 of the Act.

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

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

(a) Failure by the Sponsor to make, upon levy, the payments in lieu of taxes described in Section 4.2 hereof; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or

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

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

(a) Terminate the Fee Agreement; or

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

Section 4.21. Decommissioning the Project. The Sponsor shall obtain a bond listing the County as obligee in the amount of $50,000 to ensure performance of Sponsor’s Decommissioning obligations within six months of the Abandonment, termination of the lease governing the Land, or other termination of the Project by the Sponsor. The obligations arising under this Section survive termination of this Fee Agreement.

ARTICLE V
MISCELLANEOUS

Section 5.1. 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:

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

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

James K. Price
Nexsen Pruet, LLC
55 E. Camperdown Way, Suite 400
Greenville, SC 29601
(864) 282-1164

AS TO THE SPONSOR: [__________________]
Section 5.2. Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Sponsor and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any party of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this 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 5.3. 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 5.4. 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 of South Carolina.

Section 5.5. 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 5.6. Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

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

Section 5.8. Severability. 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 so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Sponsor the strongest inducement possible to locate the Project in the County.

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

Section 5.10. Force Majeure. Except for payments in lieu of taxes under this Fee Agreement the due dates of which are statutorily mandated, the Sponsor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, acts or regulations, war or national emergency, or acts of God.
Section 5.11. Execution Disclaimer. Notwithstanding any other provisions, the County is executing this Fee Agreement as a statutory accommodation to assist the Sponsor in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Fee Agreement in reliance upon representations by the Sponsor that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

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

FOR ANDERSON COUNTY:

________________________
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

________________________
Lacey Croegaert,
Anderson County Clerk to Council

SPONSOR:

________________________
By:
Its:

Signature Page

Ordinance 2019-013
Exhibit A

Description of Real Estate

A portion of that certain piece, parcel, or tract of land, with all improvements thereon, situate lying or being in the County of Anderson, State of South Carolina, bearing Tax Map Number [______________].
Exhibit B

Illustration of Special Source Revenue Credit Calculation

**Negotiated FILOT Payment**
(Fair Market Value (as adjusted for depreciation) x 6% Assessment Ratio x 321.5 mils)

- **Net FILOT Payment**
($11,250 (as adjusted for increases in power production))

= **The Special Source Revenue Credit**
(for the applicable year)
ORDINANCE #2019-014

AN ORDINANCE TO AMEND CHAPTER 70, ARTICLE 5 OF THE ANDERSON COUNTY CODE OF ORDINANCES, SO AS TO CLARIFY STORAGE OF PERSONAL PROPERTY IN RESIDENTIAL ZONES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the County wishes to clarify requirements for the storage of personal property in residentially zoned areas; and

WHEREAS, Anderson County Council wishes to amend Chapter 70, Article 5 of the Anderson County Code of Ordinances, attached hereto and incorporated herein as Exhibit A.

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

1. Chapter 70, Article 5 of the Anderson County Code of Ordinances is hereby amended to include the language attached hereto as Exhibit A.

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

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

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

5. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.
ATTEST: Ordinance 2019-014

Rusty Burns
Anderson County Administrator

Lacey Croegaert
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon, Esq.
Anderson County Attorney

1st Reading: April 2, 2019

2nd Reading:

3rd Reading:

Public Hearing:
5:3.1 Uses permitted

Temporary building, incidental to construction and used primarily for storage of equipment, tools, building materials and other items located on the same site and which shall be completely removed from the site upon completion of such construction; or temporary sales office used exclusively for the sale of properties or dwelling units located within the same development or subdivision and contained either within a building which will be completely removed immediately after all sales are completed, or within a building which will be sold or used as a residential dwelling unit immediately after all sales are completed. “Temporary” means for a period of no longer than 180 days. Buildings used primarily for storage of items of any type that remain on a property for more than 180 days are considered permanent and shall be located in the rear yard of the property.
ORDINANCE #2019-015

AN ORDINANCE TO AMEND CHAPTER 70, ARTICLE 6 OF THE ANDERSON COUNTY CODE OF ORDINANCES, SO AS TO CLARIFY STORAGE OF COMMERCIAL EQUIPMENT IN RESIDENTIAL ZONES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the County wishes to clarify requirements for the storage of commercial equipment in residentially zoned areas; and

WHEREAS, Anderson County Council wishes to amend Chapter 70, Article 6 of the Anderson County Code of Ordinances, attached hereto and incorporated herein as Exhibit A.

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

1. Chapter 70, Article 6 of the Anderson County Code of Ordinances is hereby amended to include the language attached hereto as Exhibit A.

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

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

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

5. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.
ATTEST: Ordinance 2019-015

Rusty Burns
Anderson County Administrator

Lacey Croegaert
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon, Esq.
Anderson County Attorney

1\textsuperscript{st} Reading: April 2, 2019

2\textsuperscript{nd} Reading:

3\textsuperscript{rd} Reading:

Public Hearing:
Exhibit A

6.4 *Commercial equipment and materials.* In all “R” Districts, with the exception of R-A, all commercial equipment and materials associated with an off-site business that are stored on a property must be kept enclosed or otherwise screened from public view, e.g. using 6-foot high stockade fence. Such equipment and materials may include but are not limited to tractors, backhoes, front end loaders, skidsteers, ditchwitches, grinders, chippers, shredders, large commercial equipment, or other machinery; logs, stumps, mulch, or debris; paper, plastic, and cardboard debris or containers; auto parts and tires; appliances and furniture; rock, gravel, railroad ties, building materials, or other supplies or materials.
ORDINANCE NO. 2019-016

AN ORDINANCE AUTHORIZING THE TRANSFER OF A TRACT OF REAL PROPERTY LOCATED WITHIN THE CITY OF BELTON, SOUTH CAROLINA MUNICIPAL LIMITS TO THE CITY OF BELTON FOR USE BY THE CITY FOR MUNICIPAL PURPOSES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County owns an approximately 0.22 acre lot containing a 600 square foot building, TMS NO. 225-01-08-001, located at 101 Breazeale Street, Belton, South Carolina 29627 (the “Property”);

WHEREAS, the City of Belton has expressed a desire to obtain ownership of the Property for use for municipal purposes; and

WHEREAS, the Anderson County Council has expressed its intent to transfer title to the property to the City of Belton for use for municipal purposes; and

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

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

1. The Anderson County Council hereby approves the transfer of the real property located at 101 Breazeale Street; Belton, South Carolina 29627, TMS No.: 225-01-08-001 to the City of Belton for use for municipal purposes. The Chairman of County Council and the County Administrator are hereby authorized, empowered, and directed to execute, acknowledge, and deliver all documents in the name of and on behalf of the County to carry out the transaction contemplated by this Ordinance, including without limitation deeds, affidavits, settlement statements, and other such documents necessary and appropriate to the transfer of the property.
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 Tommy Dunn, Chairman
Anderson County Administrator Anderson County Council

__________________________________________
Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

__________________________________________
Leon C. Harmon
Anderson County Attorney

1st Reading:

nd Reading:

2nd Reading:

3rd Reading:

Public Hearing:
RESOLUTION #R2019-016

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

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

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

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

WHEREAS, April is recognized nationally as Fair Housing Month;

NOW, THEREFORE, BE IT RESOLVED that Anderson County does hereby designate April 2019 as Fair Housing Month.

RESOLVED in meeting duly assembled this 16th day of April 2019.

ATTEST: FOR ANDERSON COUNTY:

______________________________
Rusty Burns
County Administrator

______________________________
Lacey Croegaert
Clerk to Council

APPROVED AS TO FORM:

______________________________
Leon C. Harmon
Anderson County Attorney

______________________________
Tommy Dunn, Chairman
District Five
RESOLUTION R2019-018

A RESOLUTION EXPRESSING INTENT TO CEASE COUNTY MAINTENANCE ON AND TO AUTHORIZE COUNTY CONSENT TO JUDICIAL ABANDONMENT AND CLOSURE OF ABNER PLACE DESIGNATED AS C-16-0069; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Abner Place (the “Road”) is currently an asphalt Anderson County (the “County”) public road, designated as Anderson County Road C-16-0069; and,

WHEREAS, the Road extends 388 feet from Shannon And Lauren Lane to its terminus with Antreville Highway (SC-184) and lies between two (2) parcels of property identified as Anderson County tax map numbers 159-00-09-004 and 159-00-12-001, all of which have common ownership, as shown on the map prepared by Anderson County Roads and Bridges Department on January 23, 2019 attached hereto as Exhibit A and incorporated herein by reference;

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

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

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

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

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

1. Anderson County, acting by and through its County Council, consents to the judicial abandonment and closure of Abner Place (C-16-0069) by the property owners.

2. In the event Abner Place 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 16th day of April, 2019, in meeting duly assembled.

ATTEST:

__________________________________________  ________________________________
Rusty Burns                             Tommy Dunn, Chairman
Anderson County Administrator

__________________________________________
Lacey A. Croegaert
Clerk to County Council

APPROVED AS TO FORM:

__________________________________________
Leon C. Harmon
County Attorney
MEMORANDUM
ANDERSON COUNTY ROADS AND BRIDGES

DATE: February 8, 2018
TO: Mr. Rusty Burns, County Administrator
FROM: Matt Hogan, Roads and Bridges Manager
SUBJECT: Proposed abandonment of Abner Place, C-16-69
Council District Three

Please find attached information regarding the proposed abandonment of Abner Place. Property owners have requested abandonment due to increased traffic at night, speeding, and other disturbances.

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 January 8, 2019. Signs were in place for 30 days on February 7, 2019.

Notification of the proposed abandonment was mailed to Emergency Service providers and Anderson School District Three Transportation Department. Anderson School District Three Transportation has no issue with the road abandonment. Their buses do not travel this road. 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 was one inquiry opposed to the closure. Caller uses road often.
- This road is in general public use
- Road runs Antreville Hwy. (SC-184) to Shannon and Lauren Ln. (C-16-68A)
- The asphalt road is 338 linear feet and 19 feet wide
- Prescriptive right-of-way
- Average Daily Traffic Count is 23 cars per day

With the information provided, I recommend Anderson County abandon interest Abner Place.

Photographs and location map are enclosed for your convenience.

Enclosures

Tommy Dunn
Chairman, District 5

Ray Graham
V. Chairman, District 3

Craig Woolen
Council District 1

Gracie Floyd
Council District 2

Tom Allen
Council District 4

Ken Waters
Council District 6

Cindy Wilson
Council District 7

Lacey Croegaert
Clerk to Council

Rusty Burns | County Administrator
rbums@andersoncountysc.org

PO Box 8002, Anderson, South Carolina 29622-8002 | www.andersoncountysc.org
Roadway Abandonment Petition

*Only one signature per household will be counted

Date: January 11, 2019

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: Carl Randall Williams
Mailing Address: 102 Abner Place
City: Iva
Telephone #: (864) 348-4082 or (864) 933-8880
State: SC
Zip: 29655

Road Name: Abner Place

Reason for abandonment: Property owned by same individual on both sides of road - the amount of through traffic has increased and disturbs 44 hours of quiet. Loud music - used as "turn around" for public - speeding on road with disregard to presence of children

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

Signature (Do not print)

[Signature]

Address

102 Abner Pl, Iva, SC 29655

Phone Number

(864) 348-4082

103 Abner Pl, Iva, SC 29655

(864) 933-8880
Abner Place, C-16-69 Abandonment

View from Shannon and Lauren Lane

View Antreville Hwy (SC-184)
From: Matt Hogan
Sent: Thursday, January 17, 2019 7:02 AM
To: Jill Sanders
Subject: Fwd: Abner Place C-16-69

FYI

Matt Hogan
Anderson County Roads and Bridges Manager
(864)260-4190

Begin forwarded message:

From: Sandra Lollis <lolliss@acsd3.org>
Date: January 17, 2019 at 6:32:08 AM EST
To: Matt Hogan <wmhogan@andersoncountysc.org>
Subject: Abner Place C-16-69

Mrs. Watkins retired last school year and I (Sandra Lollis) am the new Director of Transportation for ACSD3. Thank you for asking for our input on this road closure. We do not travel on this road and the closure will not impact bus routing for our District.

Sandra

All communications are the property of Anderson County School District 3 and are subject to monitoring. If you have received this message in error, please notify us and remove it from your system.
January 8, 2019

Cindy Watkins, Director of Transportation
Anderson County School District Three
9104 Highway 81 South
Iva, South Carolina 29655

Dear Mrs. Watkins,

This letter is to inform you that we have received a request to abandon the Abner Place, C-16-69 which runs from Antreville Highway, SC 184 to Shannon And Lauren Lane, C-16-68A.

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 wmbogan@andersoncountysc.org if you desire.

Sincerely,

Matt Hogan
Roads and Bridges Manager

Enclosures
January 8, 2019

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 Abner Place, C-16-69 which runs from Antreville Highway, SC 184 to Shannon And Lauren Lane, C-16-68A.

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 wminhogan@andersoncountysc.org if you desire.

Sincerely,

Matt Hogan
Roads and Bridges Manager

Enclosures
<table>
<thead>
<tr>
<th>Date</th>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/5/2019</td>
<td>Kenneth Norwood</td>
<td>Iva, SC</td>
<td>940-9039</td>
<td>Opposed - uses road often</td>
</tr>
</tbody>
</table>
DATE: April 1, 2019

TO: Lacey Croegert
    Executive Clerk to Council

FROM: Tim Cartee
      Subdivision Administrator

CC: Holt Hopkins, Alesia Hunter

SUBJECT: Magnolia Farms Subdivision

Based on the recommendation of the Roads and Bridges Department, would you please place on the next County Council Agenda for consideration of acceptance for the following roads into the County Maintenance System at their April 16, 2019 Meeting.

This will add 2,403 feet of paved roads to the county maintenance system.

Developer: Saint Paul Properties, LLC
Location: Off Roper Road near Wren High School
County Council District: 6
Roads: Magnolia Farms Way, Sparrow Drive

Please feel free to contact me at (260-4719) if you need more information.
To the best of my ability, I certify that there are no known drainage issues in Magnolia Farms. All drainage facilities and roadways within the proposed county right of way meet the county standards that were approved by the Planning Commission from the preliminary plat. The roads of this subdivision are now eligible to be considered for acceptance into the county maintenance system. This will add 2,403 feet of paved roads to the county maintenance system.

District: 6
Location: Magnolia Farms Subdivision off of Roper Road
Roads: Magnolia Farms Way (P-02-0248) and Sparrow Drive (P-02-0249)
# Anderson County Building & Codes
## Monthly Activity Report
### Mar-19

### Total Number Permit Transactions:

<table>
<thead>
<tr>
<th>Permit Category</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Single Family</td>
<td>56</td>
</tr>
<tr>
<td>New Multi-Family</td>
<td>8</td>
</tr>
<tr>
<td>Residential Additions/Upgrades</td>
<td>19</td>
</tr>
<tr>
<td>Garages/Barns/Storage</td>
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<tr>
<td>New Manufactured Homes</td>
<td>10</td>
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<tr>
<td>New Commercial</td>
<td>3</td>
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<tr>
<td>Commercial Upfits/Upgrades</td>
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<tr>
<td>Courtesy Permits/Fees Waived</td>
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</table>

*Note: See Attached*

### Inspection Activity:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Count</th>
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</thead>
<tbody>
<tr>
<td>Citizens Inquiries (New &amp; Follow Up; Includes Sub-Standard Housing/Mobile Homes)</td>
<td>53</td>
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<tr>
<td>Tall Grass Complaints (New and Follow Ups)</td>
<td>3</td>
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<tr>
<td>Number of Scheduled Building Inspections Performed (# of Site Visits)</td>
<td>857</td>
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<tr>
<td>Courtesy, Site and Miscellaneous Inspections</td>
<td>13</td>
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<tr>
<td>Manufactured Home Inspections</td>
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<tr>
<td>Total Number of Inspections (Site Visits) for Department</td>
<td>1013</td>
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### Reviews/Misc. Activity:

<table>
<thead>
<tr>
<th>Activity</th>
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<tbody>
<tr>
<td>Plans Reviewed</td>
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<tr>
<td>Mech/Elec/Plumb Reviews</td>
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<tr>
<td>New Derelict Manufactured Home Cases</td>
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<td>Hearings</td>
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<tr>
<td>Court Cases</td>
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</table>

*Note: Includes preliminary consultations, resubmittals and solar*

### Revenue Collected:

<table>
<thead>
<tr>
<th>Revenue Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reinspection Fees Collected</td>
<td>$140.00</td>
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<tr>
<td>Plan Review Revenue</td>
<td>$6,927.00</td>
</tr>
<tr>
<td><strong>Total Revenue For The Month</strong></td>
<td><strong>$73,413.70</strong></td>
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</tbody>
</table>
Anderson County Building & Codes
Permits issued for 2019

<table>
<thead>
<tr>
<th>Month</th>
<th>Building</th>
<th>Electrical</th>
<th>Plumbing</th>
<th>HVAC</th>
<th>MH</th>
<th>Wrecking</th>
<th>Moving</th>
<th>Misc.</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>178</td>
<td>185</td>
<td>121</td>
<td>133</td>
<td>86</td>
<td>17</td>
<td>10</td>
<td>39</td>
<td>769</td>
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<td>February</td>
<td>181</td>
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<td>95</td>
<td>102</td>
<td>64</td>
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<td>38</td>
<td>646</td>
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<td>March</td>
<td>237</td>
<td>228</td>
<td>126</td>
<td>129</td>
<td>84</td>
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<td>862</td>
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</table>

Total 596 567 342 364 234 34 34 106 2277

Permits Issued

- January
- February
- March
- April
- May
- June
- July
- August
- September
- October
- November
- December
## Anderson County Building & Codes
### Permit Revenue for 2019

<table>
<thead>
<tr>
<th>Month</th>
<th>Building</th>
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<th>Plumbing</th>
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<th>MH</th>
<th>Wrecking</th>
<th>Moving</th>
<th>Misc.</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>January</td>
<td>$43,648.80</td>
<td>$11,291.00</td>
<td>$5,620.00</td>
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<td>$1,891.20</td>
<td>$675.00</td>
<td>$150.00</td>
<td>$3,141.50</td>
<td>$74,312.50</td>
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<tr>
<td>February</td>
<td>$32,766.00</td>
<td>$10,541.00</td>
<td>$4,332.50</td>
<td>$5,455.00</td>
<td>$1,534.20</td>
<td>$270.00</td>
<td>$75.00</td>
<td>$3,710.30</td>
<td>$69,684.00</td>
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<tr>
<td>March</td>
<td>$37,851.60</td>
<td>$12,481.00</td>
<td>$4,714.50</td>
<td>$8,141.00</td>
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<td>$495.00</td>
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<tr>
<td>April</td>
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<td>$0.00</td>
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<tr>
<td>May</td>
<td>$0.00</td>
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<td>December</td>
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<td>$34,293.00</td>
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### Permit Revenue

- **January**: $43,648.80
- **February**: $32,766.00
- **March**: $37,851.60
- **April**: $0.00
- **May**: $0.00
- **June**: $0.00
- **July**: $0.00
- **August**: $0.00
- **September**: $0.00
- **October**: $0.00
- **November**: $0.00
- **December**: $0.00
### Report of Building or Zoning Permits Issued and Local Public Construction

####沖月 of: **Mar-19**

**ANDERSON COUNTY BUILDING & CODES**  
P.O. Box 8002  
ANDERSON, SC 29622-8022

#### PLEASE RETURN THE WEEK OF:

<table>
<thead>
<tr>
<th>Section 1</th>
<th>NEW RESIDENTIAL</th>
<th>PRIVATLY OWNED</th>
<th>PUBLIC OWNED</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Item</td>
<td>Number of Buildings</td>
<td>Housing Units</td>
</tr>
<tr>
<td></td>
<td>No.</td>
<td>(a)</td>
<td>(b)</td>
</tr>
<tr>
<td>Single-Family houses, detached</td>
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<td>56</td>
<td>56</td>
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<tr>
<td>Single-Family houses, attached</td>
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<tr>
<td>Two-Family buildings</td>
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<tr>
<td>TOTAL: Sum of 101-103</td>
<td>109</td>
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<thead>
<tr>
<th>Section 2</th>
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<td></td>
<td>Item</td>
<td>Number of Buildings</td>
<td>Housing Units</td>
</tr>
<tr>
<td></td>
<td>No.</td>
<td>(a)</td>
<td>(b)</td>
</tr>
<tr>
<td>Hotels, motels, and tourist cabins</td>
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<tr>
<td>Other non-housekeeping shelter</td>
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<table>
<thead>
<tr>
<th>Section 3</th>
<th>NEW NONRESIDENTIAL</th>
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<th>PUBLIC OWNED</th>
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<tbody>
<tr>
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<td>Item</td>
<td>Number of Buildings</td>
<td>Housing Units</td>
</tr>
<tr>
<td></td>
<td>No.</td>
<td>(a)</td>
<td>(b)</td>
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<tr>
<td>Amusement, social, and recreational</td>
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<tr>
<td>Churches and other religious</td>
<td>319</td>
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<td></td>
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<tr>
<td>Industrial</td>
<td>320</td>
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<tr>
<td>Parking garages (buildings &amp; open decked)</td>
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<td></td>
<td></td>
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<tr>
<td>Service stations and repair garages</td>
<td>322</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hospitals and institutional</td>
<td>323</td>
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<tr>
<td>Offices, banks, and professional</td>
<td>324</td>
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</tr>
<tr>
<td>Public works and utilities</td>
<td>325</td>
<td>1</td>
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<tr>
<td>Schools and other educational</td>
<td>326</td>
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<tr>
<td>Stores and customer services</td>
<td>327</td>
<td>2</td>
<td></td>
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<tr>
<td>Other nonresidential buildings</td>
<td>328</td>
<td>13</td>
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<tr>
<td>Structures other than buildings</td>
<td>329</td>
<td>6</td>
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</table>

<table>
<thead>
<tr>
<th>Section 4</th>
<th>ADDITIONS, ALTERATIONS, AND CONVERSIONS</th>
<th>PRIVATLY OWNED</th>
<th>PUBLIC OWNED</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Item</td>
<td>Number of Buildings</td>
<td>Housing Units</td>
</tr>
<tr>
<td></td>
<td>No.</td>
<td>(a)</td>
<td>(b)</td>
</tr>
<tr>
<td>Residential – Classify additions of garages and carparks in Item 438</td>
<td>434</td>
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<tr>
<td>Nonresidential and non-housekeeping</td>
<td>437</td>
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<tr>
<td>Additions of residential garages and carparks (attached and detached)</td>
<td>438</td>
<td>16</td>
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<table>
<thead>
<tr>
<th>Section 5</th>
<th>DEMOLITIONS AND RAZING OF BUILDINGS</th>
<th>PRIVATLY OWNED</th>
<th>PUBLIC OWNED</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Item</td>
<td>Number of Buildings</td>
<td>Housing Units</td>
</tr>
<tr>
<td></td>
<td>No.</td>
<td>(a)</td>
<td>(b)</td>
</tr>
<tr>
<td>Single-family houses (attached and detached)</td>
<td>645</td>
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<tr>
<td>Two-family buildings</td>
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<td></td>
</tr>
<tr>
<td>Three-and four-family buildings</td>
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<td></td>
<td></td>
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<tr>
<td>Five-or-more family buildings</td>
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<td></td>
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<tr>
<td>All other buildings, structures or mobile homes</td>
<td>649</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>PERMIT #</td>
<td>ISSUE DATE</td>
<td>COST</td>
<td>OWNER NAME</td>
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<tr>
<td>---------</td>
<td>------------</td>
<td>----------</td>
<td>--------------------------------</td>
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<tr>
<td>201905761</td>
<td>3/26/2019</td>
<td>170,000.00</td>
<td>HOLY INFANT MANAGEMENT LLC</td>
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**TOTALS:**

1

170,000.00
### Council Meeting

<table>
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<tr>
<th>Meeting Date</th>
<th>Dated Date</th>
<th>Check Number</th>
<th>Vendor Description</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>7/10/2018</td>
<td>7/18/2018</td>
<td>61880</td>
<td>Anderson YMCA (Midnight Flight)</td>
<td>From Accommodations Fee</td>
<td>5,000.00</td>
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<tr>
<td>8/1/2018</td>
<td>8/22/2018</td>
<td>62900</td>
<td>American Red Cross - Upstate Chapter</td>
<td>Brought Forward</td>
<td>1,259.43</td>
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<tr>
<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63255</td>
<td>Anderson Life Crisis Center</td>
<td>To YMCA during budget process</td>
<td>(2,500.00)</td>
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<tr>
<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63403</td>
<td>Salvation Army of Anderson County</td>
<td>(2,500.00)</td>
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<tr>
<td>10/16/2018</td>
<td>10/31/2018</td>
<td>65863</td>
<td>SC Genealogical Society</td>
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<td>11/7/2018</td>
<td>11/14/2018</td>
<td>66278</td>
<td>Anderson Free Clinic</td>
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<td>11/14/2018</td>
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<td>Anderson YMCA</td>
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<td>67331</td>
<td>Outdoor Dream Foundation</td>
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<tr>
<td>1/8/2019</td>
<td>1/23/2019</td>
<td>68763</td>
<td>GAMAC</td>
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<td>2/19/2019</td>
<td>2/27/2019</td>
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<td>Meals on Wheels (Connector Run)</td>
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<td>3/5/2019</td>
<td>3/20/2019</td>
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<td>Anderson Voices for Animals</td>
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<td>3/5/2019</td>
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<td>71005</td>
<td>Cancer Association of Anderson</td>
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<td>3/19/2019</td>
<td>4/3/2019</td>
<td>71696</td>
<td>Westside Community Center (Employability Class)</td>
<td>(250.00)</td>
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<table>
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<tr>
<td>Budget 2018 - 2019</td>
<td>25,000.00</td>
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<tr>
<td>From Accommodations Fee</td>
<td>5,000.00</td>
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<tr>
<td>Brought Forward</td>
<td>1,259.43</td>
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</tr>
<tr>
<td>To YMCA during budget process</td>
<td>(2,500.00)</td>
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<tr>
<td>Salvation Army of Anderson County</td>
<td>(8,000.00)</td>
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<tr>
<td>SC Genealogical Society</td>
<td>(500.00)</td>
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<tr>
<td>Anderson Free Clinic</td>
<td>(4,000.00)</td>
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<tr>
<td>Anderson YMCA</td>
<td>(3,000.00)</td>
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<tr>
<td>Outdoor Dream Foundation</td>
<td>(1,500.00)</td>
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<tr>
<td>GAMAC</td>
<td>(1,500.00)</td>
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<tr>
<td>Meals on Wheels (Connector Run)</td>
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<tr>
<td>Anderson Voices for Animals</td>
<td>(100.00)</td>
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<tr>
<td>Cancer Association of Anderson</td>
<td>(100.00)</td>
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<tr>
<td>Westside Community Center (Employability Class)</td>
<td>(250.00)</td>
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**SUB-TOTAL** 1,309.43

**Committed:**

**Ending Balance** 1,309.43

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: 4/12/19

DATE: April 10, 2019
<table>
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<tr>
<td>8/22/2018</td>
<td>62912</td>
<td>Anderson Jet Track Club</td>
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<td>8/22/2018</td>
<td>62978</td>
<td>Friends of Broadway Lake</td>
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<tr>
<td>8/22/2018</td>
<td>63061</td>
<td>Shepherd Guild</td>
<td>(1,000.00)</td>
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<td>8/22/2018</td>
<td>63303</td>
<td>Concerned Citizens for the Eastside</td>
<td>(600.00)</td>
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<td>8/22/2018</td>
<td>63872</td>
<td>City of Anderson Recreation (Assist District 2 citizens with scholarship programs)</td>
<td>(1,500.00)</td>
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<td>8/22/2018</td>
<td>65753</td>
<td>Calvary Home for Children (Halloween, Thanksgiving and Birthday Activities)</td>
<td>(1,000.00)</td>
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<td>8/22/2018</td>
<td>65827</td>
<td>New Foundations (Halloween and Thanksgiving)</td>
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<td>8/22/2018</td>
<td>67011</td>
<td>Empowerment Resource Fund (Men at Work)</td>
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<tr>
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<td>New Foundation Home for Children</td>
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<td>8/22/2018</td>
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<td>SC Dogs Therapy Group</td>
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<tr>
<td>8/22/2018</td>
<td>67112</td>
<td>Shalom</td>
<td>(1,000.00)</td>
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<tr>
<td>8/22/2018</td>
<td>68260</td>
<td>Shalom</td>
<td>(1,000.00)</td>
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<td>8/22/2018</td>
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<td>Friends of Sadler’s Creek State Park</td>
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<td>City of Anderson Recreation (Programs for Seniors and Children)</td>
<td>(2,000.00)</td>
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<td>8/22/2018</td>
<td>60756 - Treas</td>
<td>Dove Catering (Valentine Banquet for Seniors)</td>
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<td>Alpha Kappa Alpha Sorority (Scholarship assistance)</td>
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<td>8/22/2018</td>
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<td>Palmetto Knights (Athlete Fighters Competition)</td>
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<td>8/22/2018</td>
<td>71051</td>
<td>Generation 4</td>
<td>(1,000.00)</td>
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</table>

**SUB-TOTAL**: 11,273.43

**Committed:**

- 8/15/2017 | Games for Rehab Center | (341.23) |
- 2/5/2019 | Senior Citizen Valentine Luncheon | (1,332.20) |

**Ending Balance**: 9,500.00

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council  
Jana Pressley, Assistant Finance Manager
## DISTRICT 3 - SPECIAL PROJECTS

**001-5829-003-241**

**FY Ended June 30, 2019**

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<th>Vendor</th>
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<td>7/18/2018</td>
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<td>7/18/2018</td>
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<td>Anderson YMCA (Midnight Flight)</td>
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<tr>
<td>7/10/2018</td>
<td>7/18/2018</td>
<td>61780</td>
<td>Distinguished Young Women of Anderson County</td>
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<td>Leverette-Thomas American Legion (Insurance on Bldg.)</td>
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<td>8/21/2018</td>
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<td>8/29/2018</td>
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<td>8/29/2018</td>
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<tr>
<td>8/21/2018</td>
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<td>63840</td>
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<td>9/4/2018</td>
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**SUB-TOTAL** | **2,186.54**

**Committed:**

**Ending Balance** | **2,186.54**

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council  
DATE: 4/10/2019

Jana Pressley, Assistant Finance Manager  
DATE: April 10, 2019
### District 4 - Special Projects

**FY Ended June 30, 2019**

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<tr>
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<th>Check Date</th>
<th>Vendor</th>
<th>Description</th>
<th>Amount</th>
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<td>10/17/2018</td>
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<tr>
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<td>12/12/2018</td>
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</table>

**SUB-TOTAL** 19,756.99

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council  
DATE: April 10, 2019

Jana Pressley, Assistant Finance Manager  
DATE: April 10, 2019
## District 5 - Special Projects

**001-5829-005 - 241**

FY Ended June 30, 2019

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<tr>
<th>Council Meeting</th>
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<th>Check Number</th>
<th>Vendor / Description</th>
<th>Amount</th>
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<td>From Accommodations Fee</td>
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<td>To YMCA during budget process</td>
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<td>7/10/2018</td>
<td>7/18/2018</td>
<td>61737</td>
<td>Distinguished Young Women of Anderson County</td>
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<tr>
<td>7/10/2018</td>
<td>7/18/2018</td>
<td>61874</td>
<td>Widows Watchman Ministries</td>
<td>(200.00)</td>
</tr>
<tr>
<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63249</td>
<td>Anderson Co 4-H (Clemson Coop)</td>
<td>(500.00)</td>
</tr>
<tr>
<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63255</td>
<td>Anderson Life Crisis Center</td>
<td>(1,500.00)</td>
</tr>
<tr>
<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63403</td>
<td>Salvation Army of Anderson County</td>
<td>(2,000.00)</td>
</tr>
<tr>
<td>9/4/2018</td>
<td>9/12/2018</td>
<td>63832</td>
<td>Anderson Cavaliers Athletic Program</td>
<td>(300.00)</td>
</tr>
<tr>
<td>9/4/2018</td>
<td>9/12/2018</td>
<td>63836</td>
<td>Anderson County Humane Society</td>
<td>(500.00)</td>
</tr>
<tr>
<td>9/4/2018</td>
<td>9/12/2018</td>
<td>64001</td>
<td>Shalom (Annual Bike Ride)</td>
<td>(1,500.00)</td>
</tr>
<tr>
<td>9/18/2018</td>
<td>9/26/2018</td>
<td>64429</td>
<td>Anderson Free Clinic</td>
<td>(2,000.00)</td>
</tr>
<tr>
<td>9/18/2018</td>
<td>9/18/2018</td>
<td>JE 9039</td>
<td>Transfer to Roads and Bridges (Homeland Park Fire)</td>
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<td>Transfer to Civic Center - Cavaliers Football</td>
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<tr>
<td>12/4/2018</td>
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<td>67331</td>
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<td>12/18/2018</td>
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<td>JE 9082</td>
<td>Parks Dept. - Equinox Park</td>
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<td>JE 1063</td>
<td>Parks Dept. - Wellington Park</td>
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<td>Sons of Confederate Veterans</td>
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<td>3/5/2019</td>
<td>3/20/2019</td>
<td>70983</td>
<td>Anderson Voices for Animals</td>
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<tr>
<td>3/5/2019</td>
<td>3/20/2019</td>
<td>71005</td>
<td>Cancer Association of Anderson</td>
<td>(100.00)</td>
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<td>3/19/2019</td>
<td>4/3/2019</td>
<td>71582</td>
<td>Foothills Community Foundation (Leadership Class)</td>
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<td>71698</td>
<td>Westside Community Center (Employability Class)</td>
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</tbody>
</table>

**SUB-TOTAL: 9,860.05**

**Committed:**

**Ending Balance: 9,860.05**

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council  
DATE: April 10, 2019

Jena Pressley, Assistant Finance Manager  
DATE: April 10, 2019
<table>
<thead>
<tr>
<th>Meeting of:</th>
<th>Check Dated:</th>
<th>Check Number</th>
<th>Vendor / Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
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**SUB-TOTAL** 9,294.45

**Committed:**

**Ending Balance** 9,294.45

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council  
DATE: April 10, 2019

Jana Pressley, Assistant Finance Manager  
DATE: April 10, 2019
<table>
<thead>
<tr>
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<th>Vendor / Description</th>
<th>Amount</th>
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<tr>
<td>7/10/2018</td>
<td>7/18/2018</td>
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<td>8/7/2018</td>
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<td>8/29/2018</td>
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<tr>
<td>9/4/2018</td>
<td>9/12/2018</td>
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<td>Anderson School District 2</td>
<td>(500.00)</td>
</tr>
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<td>9/4/2018</td>
<td>9/12/2018</td>
<td>64001</td>
<td>Shalom (Annual Bike Ride)</td>
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<td>8/21/2018</td>
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<td>10/31/2018</td>
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<td>SC Genealogical Society</td>
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<td>Town of Pelzer (check voided)</td>
<td>(1,000.00)</td>
</tr>
<tr>
<td>2/5/2019</td>
<td>2/7/2019</td>
<td>JE 9095</td>
<td>Saluda River Rally</td>
<td>(1,000.00)</td>
</tr>
</tbody>
</table>

**SUB-TOTAL** 5,150.00

**Committed:**

<table>
<thead>
<tr>
<th>Date:</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/6/2018</td>
<td>ACOG Grant administering for Town of Pelzer (5,000.00)</td>
</tr>
</tbody>
</table>

**Ending Balance** 150.00

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager
## Paving Report - March 2019

<table>
<thead>
<tr>
<th>Total</th>
<th>$2,270,842.04</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 18-19 Budget</td>
<td>$1,500,000.00</td>
</tr>
<tr>
<td>Transfer in</td>
<td>$770,842.04</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Committed</th>
<th>$2,270,840.04</th>
</tr>
</thead>
<tbody>
<tr>
<td>AVAILABLE</td>
<td>$2.00</td>
</tr>
</tbody>
</table>

### Projects/Towns-Cities/Other

<table>
<thead>
<tr>
<th>Approved Date</th>
<th>Project</th>
<th>Scope of Work</th>
<th>Appropriated Amount</th>
<th>Total Spent to Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/07/18</td>
<td>Townville Fire Department</td>
<td>Park Lot</td>
<td>$10,000.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>08/07/18</td>
<td>Town of Honea Path</td>
<td>Paving</td>
<td>$48,000.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>08/07/18</td>
<td>Town of Pelzer</td>
<td>Paving</td>
<td>$17,000.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>08/07/18</td>
<td>Town of West Pelzer</td>
<td>Paving</td>
<td>$25,000.00</td>
<td>$2,700.00</td>
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<tr>
<td>08/07/18</td>
<td>Town of Williamston</td>
<td>Paving</td>
<td>$50,000.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>08/21/18</td>
<td>School District Road in D6</td>
<td>Paving</td>
<td>$20,000.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>10/02/18</td>
<td>Mental Health Parking Lot</td>
<td>Park Lot</td>
<td>$60,000.00</td>
<td>$23,158.55</td>
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<tr>
<td>10/04/18</td>
<td>C-Fund Matching Funds</td>
<td>Paving</td>
<td>$315,000.00</td>
<td>$315,000.00</td>
<td>Transfer complete</td>
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<tr>
<td>11/07/18</td>
<td>Road Improvement Plan</td>
<td>See Below</td>
<td>$1,723,840.04</td>
<td>$1,800.00</td>
<td></td>
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</table>

Totals: $2,270,840.04 $342,658.55

<table>
<thead>
<tr>
<th>Road Name</th>
<th>District</th>
<th>Scope of Work</th>
<th>Estimate</th>
<th>Completion Date</th>
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</thead>
<tbody>
<tr>
<td>Hobson Road</td>
<td>1</td>
<td>CS/Pave</td>
<td>$83,571</td>
<td></td>
</tr>
<tr>
<td>Oakridge Court</td>
<td>1</td>
<td>CS/Pave</td>
<td>$18,908</td>
<td></td>
</tr>
<tr>
<td>Harris Drive</td>
<td>7</td>
<td>FDP/Pave</td>
<td>$46,633</td>
<td></td>
</tr>
<tr>
<td>Plantation Road</td>
<td>4</td>
<td>CPR</td>
<td>$31,000</td>
<td></td>
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<tr>
<td>Branch Road</td>
<td>4</td>
<td>CPR</td>
<td>$86,288</td>
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<tr>
<td>Valley Drive</td>
<td>4</td>
<td>CPR</td>
<td>$43,144</td>
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<tr>
<td>Meadow Road</td>
<td>4</td>
<td>CPR</td>
<td>$51,584</td>
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<tr>
<td>Governor's Boulevard</td>
<td>1</td>
<td>FDP/Pave</td>
<td>$171,024</td>
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</tr>
<tr>
<td>Hopewell Ridge</td>
<td>7</td>
<td>CPR/Pave</td>
<td>$152,636</td>
<td></td>
</tr>
<tr>
<td>Winding Creek Road</td>
<td>7</td>
<td>CPR/Pave</td>
<td>$173,901</td>
<td></td>
</tr>
<tr>
<td>Creekside Court</td>
<td>7</td>
<td>CPR/Pave</td>
<td>$14,425</td>
<td></td>
</tr>
<tr>
<td>Crossridge Lane</td>
<td>7</td>
<td>CPR/Pave</td>
<td>$17,224</td>
<td></td>
</tr>
<tr>
<td>Old Oak Trail</td>
<td>7</td>
<td>CPR/Pave</td>
<td>$21,092</td>
<td></td>
</tr>
<tr>
<td>Grove Road</td>
<td>2/3</td>
<td>Pave</td>
<td>$142,944</td>
<td></td>
</tr>
<tr>
<td>Shirley Drive</td>
<td>2</td>
<td>Pave</td>
<td>$175,467</td>
<td></td>
</tr>
<tr>
<td>Airline Road</td>
<td>3/5</td>
<td>FDP/ST/FS</td>
<td>$245,293</td>
<td></td>
</tr>
<tr>
<td>Firetower Road</td>
<td>644</td>
<td>FDP/ST/FS</td>
<td>$142,982</td>
<td></td>
</tr>
<tr>
<td>Old Webb Road</td>
<td>5</td>
<td>FDP/Pave</td>
<td>$184,905</td>
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<tr>
<td>Holden Lane</td>
<td>5</td>
<td>Mill/Blinder/Pave</td>
<td>$10,515</td>
<td></td>
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<tr>
<td>City Lane</td>
<td>6</td>
<td>FDP/Pave</td>
<td>$234,679</td>
<td></td>
</tr>
</tbody>
</table>

FDP = Full-Depth Patching; FDR = Full-Depth Reclamation; ST = Single-Treatment; FS = Fog Seal; Pave = Resurface with Asphalt; CS = Crack Seal
Council Meeting: April 16, 2019

Attached transfers have been posted to General Ledger. This is notice to council of the processed transfers.
# BUDGET TRANSFER

<table>
<thead>
<tr>
<th>DIVISION:</th>
<th>PRT</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPARTMENT:</td>
<td>CIVIC CENTER</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>BUILDING REPAIRS</td>
</tr>
<tr>
<td>ACCT.#</td>
<td>001-5955-000-250</td>
</tr>
<tr>
<td>TITLE</td>
<td></td>
</tr>
<tr>
<td>ACCT#</td>
<td></td>
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<td>TITLE</td>
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<td>TITLE</td>
<td></td>
</tr>
<tr>
<td>ACCT#</td>
<td></td>
</tr>
<tr>
<td>Total:</td>
<td>700.00</td>
</tr>
</tbody>
</table>

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

REASON:
ADDITIONAL MONEY IS NEEDED IN OUR OFFICE SUPPLY ACCOUNT FOR SUPPLIES AND EQUIPMENT
Refrigeration replacement to be used for staff and customers

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 #: 1027

DATE: 2/8/19
DATE: 3/1/19
# BUDGET TRANSFER

**DIVISION:** PUBLIC WORKS  
**DEPARTMENT:** SOLID WASTE

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TO:</th>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>STONE</td>
<td>TITLE</td>
</tr>
<tr>
<td>ACCT.#</td>
<td>420-5954-000-244</td>
<td>ACCT#</td>
</tr>
<tr>
<td>TITLE</td>
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<td>ACCT#</td>
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<tr>
<td>TITLE</td>
<td></td>
<td>ACCT#</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>0.00</td>
</tr>
</tbody>
</table>

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

**REASON:**
Budget was underestimated due to the need of more personal protection equipment such as safety gloves, safety vests, hard hats and safety glasses.

---

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:**

<table>
<thead>
<tr>
<th>Journal Entry #</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1027</td>
<td>3/1/19</td>
</tr>
</tbody>
</table>
BUDGET TRANSFER

DIVISION: CIVIL/CRIMINAL
DEPARTMENT: CLERK OF COURT

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TO:</th>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>ACCT. #</td>
<td>TITLE</td>
</tr>
<tr>
<td>REPAIRS TO EQUIPMENT</td>
<td>6052-000-251</td>
<td>DUES &amp; SUBSCRIPTIONS</td>
</tr>
</tbody>
</table>

Total $200.00

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

REASON:
Sc Biz News Subscription, SC Assoc of Clerks, ISA Subscription

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

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

DEPT. HEAD: DATE: 2-25-19
DIVIS HEAD: DATE: 2-28-19
FINANCE: DATE: 3-1-19
ADMINISTRATOR: DATE: 3-1-19

Journal Entry # 1027 DATE: 3-1-19
# Budget Transfer

**Division:** Public Works  
**Department:** 5221 - Roads and Bridges  

<table>
<thead>
<tr>
<th>From Title</th>
<th>ACCT. #</th>
<th>To Title</th>
<th>ACCT. #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt</td>
<td>001-5221-000-261</td>
<td>Stripping</td>
<td>001-5221-000-335</td>
<td>4,632.84</td>
</tr>
<tr>
<td></td>
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</tr>
</tbody>
</table>

**Total:** 0.00

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

**Reason:**

This transfer is to cover the additional cost of the pavement marking bid that came in for the striping contract for the year. Please see the attached bid information.

<table>
<thead>
<tr>
<th>Is this transfer within your department?</th>
<th>(Circle One)</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Is this transfer within your division?</th>
<th>(Circle One)</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

**Dept. Head:**  
**Division Head:**  
**Finance:**  
**Administrator:**  

<table>
<thead>
<tr>
<th>Journal Entry #</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1027</td>
<td>3/1/19</td>
</tr>
<tr>
<td>2/25/19</td>
<td>2/25/19</td>
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<tr>
<td>2/26/19</td>
<td>2/26/19</td>
</tr>
<tr>
<td>3/1/19</td>
<td>3/1/19</td>
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</tbody>
</table>
**BUDGET TRANSFER**

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TITLE</strong></td>
<td>Professional Services 001-5011-000-304</td>
</tr>
<tr>
<td><strong>ACCT.#</strong></td>
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</tr>
<tr>
<td><strong>TITLE</strong></td>
<td>Awards and Recognitions 001-5011-000-217</td>
</tr>
<tr>
<td><strong>ACCT.#</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TITLE</strong></td>
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<tr>
<td><strong>ACCT.#</strong></td>
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</tr>
<tr>
<td><strong>TITLE</strong></td>
<td></td>
</tr>
<tr>
<td><strong>ACCT.#</strong></td>
<td></td>
</tr>
</tbody>
</table>

**AMOUNT:** 1800.00

Total 1825.00

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

**REASON:**

To cover cost for Morris Solutions document printing cost

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

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

DEPT. HEAD: [Signature] DATE: 3/4/2019

DIVIS HEAD: [Signature] DATE: 3/4/19

FINANCE: [Signature] DATE: 3-5-19

ADMINISTRATOR: [Signature] DATE: 3-18-19

Journal Entry #: 1028 DATE: 3-18-19
## BUDGET TRANSFER

**DIVISION:** Administration  
**DEPARTMENT:** Finance

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TO:</th>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>Mgmt Consulting</td>
<td>TITLE</td>
</tr>
<tr>
<td>ACCT.#</td>
<td>001-5043-000-339</td>
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</tr>
<tr>
<td>TITLE</td>
<td>Mgmt Consulting</td>
<td>TITLE</td>
</tr>
<tr>
<td>ACCT.#</td>
<td>001-5043-000-339</td>
<td>ACCT#</td>
</tr>
</tbody>
</table>

**Total**  
7,500.00

---

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

**REASON:**
- 269 = Cartridges, toners and desk to set up new personnel offices
- 275 = wifi card one laptop

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:**

Date: 3/13/19  
Date: 3/14/19

**Journal Entry #**  
1028  
**DATE:** 3/18/19
### BUDGET TRANSFER

**DIVISION:** 5057  
**DEPARTMENT:** ANDERSON SUMMARY COURT

<table>
<thead>
<tr>
<th>FROM:</th>
<th></th>
<th>TO:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>REGISTRATIONS FEES</td>
<td>TITLE</td>
<td>BOOKS&amp;PUBLICATIONS</td>
</tr>
<tr>
<td>ACCT.#</td>
<td>294</td>
<td>ACCT#</td>
<td>204</td>
</tr>
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<tr>
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</tr>
<tr>
<td>ACCT.#</td>
<td></td>
<td>ACCT#</td>
<td></td>
</tr>
</tbody>
</table>

Total 1,000.00

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

**REASON:**
To pay invoices for books received, total $1,760.00. Reference # 20190016, 20190017, 20190018, 20190019, 20190020, & 20190035.

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

**DEPT. HEAD:**  
**DATE:** 3/15/19  
**DIVIS HEAD:**  
**DATE:** 3/12/19  
**FINANCE:**  
**DATE:** 3/12/19  
**ADMINISTRATOR:**  
**DATE:** 3/18/19  

**Journal Entry #** 1028  
**DATE:** 3/18/19
BUDGET TRANSFER

DIVISION: Information Technology

03.13.19

DEPARTMENT: 5092-001 Technology Services

FROM: 

TO: 

AMOUNT: 

<table>
<thead>
<tr>
<th>TITLE</th>
<th>ACCT.#</th>
<th>TITLE</th>
<th>ACCT.#</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel</td>
<td>001-5092-001-279</td>
<td>Meals</td>
<td>001-5092-001-236</td>
<td>200.00</td>
</tr>
</tbody>
</table>

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

REASON: Moving money to help cover costs of meals purchased while deployed to Horry and Marion counties for Hurricane Florence relief/assistance with communications. This is expected to be refunded from the counties upon FEMA approval.

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

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

DEPT. HEAD: [Signature]

DATE: 3/14/19

DIVIS HEAD: [Signature]

DATE: 3/14/19

FINANCE: [Signature]

DATE: 3/15/19

ADMINISTRATOR: [Signature]

DATE: 3/18/19

Journal Entry # 1098

DATE: 3/18/19
### BUDGET TRANSFER

<table>
<thead>
<tr>
<th>DIVISION:</th>
<th>Information Technology</th>
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<tbody>
<tr>
<td>03.13.19</td>
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<tr>
<td>DEPARTMENT:</td>
<td>5092-001 Technology Services</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>Comm Equip Maint</td>
</tr>
<tr>
<td>ACCT.#</td>
<td>001-5092-001-306</td>
</tr>
<tr>
<td>AMOUNT:</td>
<td>$1,200.00</td>
</tr>
</tbody>
</table>

**REASON:**
Moving money to help cover costs of Starr tower site rental. In this 11th year of the contract, the price increases by $100 per month and was inadvertently left out during the budget process.

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

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

DEPT. HEAD: [Signature] DATE: 3/14/19
DIVIS HEAD: [Signature] DATE: 3/14/19
FINANCE: [Signature] DATE: 3/17/19
ADMINISTRATOR: [Signature] DATE: 3/18/19

Journal Entry #: 1028 DATE: 3/18/19
# BUDGET TRANSFER

**DIVISION:** PUBLIC WORKS  
**DEPARTMENT:** ENVIRONMENTAL ENFORCEMENT

<table>
<thead>
<tr>
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<th>TO:</th>
</tr>
</thead>
<tbody>
<tr>
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<td>TITLE</td>
</tr>
<tr>
<td>ACCT.#</td>
<td>ACCT.#</td>
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<tr>
<td>FUEL AND OIL</td>
<td>SUPPLIES</td>
</tr>
<tr>
<td>001-5182-000-216</td>
<td>001-5182-000-289</td>
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</table>

**AMOUNT:** 10,000.00

<table>
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<th>TITLE</th>
<th>ACCT.#</th>
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</tr>
</tbody>
</table>

**Total:** 0.00

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

**REASON:**

- Needing to order more roll carts for special events and parks.
- More trash bags for the parks cleanup crew and community cleanups.

---

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

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

**DEPT. HEAD:**  
**DATE:** 3/18/19

**DIVIS HEAD:**  
**DATE:** 3/13/19

**FINANCE:**  
**DATE:** 3/14/19

**ADMINISTRATOR:**  
**DATE:** 3/14/19

**Journal Entry #**  
**DATE:** 3/18/19
# BUDGET TRANSFER

**DIVISION:** PUBLIC WORKS

**DEPARTMENT:** ENVIRONMENTAL ENFORCEMENT

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>FUEL AND OIL</td>
</tr>
<tr>
<td>ACCT.#</td>
<td>001-5182-000-216</td>
</tr>
<tr>
<td>TITLE</td>
<td>SAFETY</td>
</tr>
<tr>
<td>ACCT.#</td>
<td>001-5182-000-284</td>
</tr>
<tr>
<td>AMOUNT:</td>
<td>8000.00</td>
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</table>

<table>
<thead>
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<td>TITLE</td>
<td>ACCT.#</td>
</tr>
<tr>
<td>TOTAL</td>
<td>0.00</td>
</tr>
</tbody>
</table>

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

**REASON:**
Due to higher participation with cleanups we are having to order more safety vest and gloves to hand out to volunteers.

<table>
<thead>
<tr>
<th>Is this transfer within your department?</th>
<th>(Circle One)</th>
<th>Yes</th>
<th>No</th>
</tr>
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<tbody>
<tr>
<td>Is this transfer within your division?</td>
<td>(Circle One)</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEPT. HEAD:</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3/4/19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIVIS HEAD:</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3/13/19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FINANCE:</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3/14/19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADMINISTRATOR:</th>
<th>DATE:</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>3/4/19</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Journal Entry #</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1028</td>
<td>3/18/19</td>
</tr>
</tbody>
</table>
BUDGET TRANSFER

03.13.19  FROM: Printing

001-5213-000-245

TO: Travel

001-5213-000-279

$ 50.00

50.00

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

Moving money to help cover costs of flight ticket for viewing new prospective software for dispatch.

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

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

DEPT. HEAD: DATE: 03-14-19

DIVIS HEAD: DATE: 3-15-19

FINANCE: DATE: 3-15-19

ADMINISTRATOR: DATE: 3-16-19

Journal Entry # 1028 DATE: 3-16-19
BUDGET TRANSFER

DIVISION: COUNTY SERVICES
DEPARTMENT: Master In Equity

FROM:

<table>
<thead>
<tr>
<th>TITLE</th>
<th>TO: TITLE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training for Employees</td>
<td>Supplies - Office</td>
<td>$175.00</td>
</tr>
<tr>
<td>ACCT # 5054-000-277</td>
<td>ACCT # 5054-000-269</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TITLE</th>
<th>TO: TITLE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lodging</td>
<td>Supplies Office</td>
<td>$500.00</td>
</tr>
<tr>
<td>ACCT # 5054-000-293</td>
<td>ACCT # 5054-000-269</td>
<td></td>
</tr>
</tbody>
</table>

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

REASON:
Our office is in need of dictation equipment. Judge Kirven does not have a Law Clerk to draft orders in contested cases. This equipment would increase efficiency, workflow and get orders out in a more timely manner. Costs to be funded from current account. Due to spouse's health issues, Judge Kirven was unable to attend SC Bar annual meeting in July 2019, so these funds can be used on a one time basis for purchase of the equipment. Olympus AS-9000 Transcription Kit SKU: AS9000 $349.99
Olympus DS 9500 Digital Voice Recorder - Slide Switch SKU: DS9500 $599.00

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

DEPT. HEAD: [Signature] DATE: 3/13/19
DIVIS HEAD: [Signature] DATE: 3/13/19
FINANCE: [Signature] DATE: 3/13/19
ADMINISTRATOR: [Signature] DATE: 3/21/19

Journal Entry # 1032 DATE: 3/27/19
BUDGET TRANSFER

DIVISION: Administration
DEPARTMENT: Planning & Community Development (5062)

FROM: Traiuiug
TO: Transfer Employees/Registration Fees

<table>
<thead>
<tr>
<th>TITLE</th>
<th>ACCT.#</th>
<th>TITLE</th>
<th>ACCT.#</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training for Employees</td>
<td>001-5062-000-277</td>
<td>Registration Fees</td>
<td>001-5062-000-294</td>
<td>988.88</td>
</tr>
<tr>
<td>Printing</td>
<td>001-5062-000-245</td>
<td>Office Supplies</td>
<td>001-5062-000-269</td>
<td>500.00</td>
</tr>
<tr>
<td>Advertising</td>
<td>001-5062-000-201</td>
<td>Office Supplies</td>
<td>001-5062-000-269</td>
<td>500.00</td>
</tr>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Total 1,300.00

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

REASON: Additional notification cards (postcards for public hearing, community meetings, public input, etc.) printed this year, leading to an increase in toner purchases.

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

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

DEPT. HEAD: DATE: 03/22/2019
DIVIS HEAD: DATE:
FINANCE: DATE: 03/22/19
ADMINISTRATOR: DATE: 03/26/19
Journal Entry #: 1032 DATE: 03/27/19
BUDGET TRANSFER

DIVISION: Parks, Recreation & Tourism
DEPARTMENT: Parks

FROM:
TITLE
ACCT.# 001-5065-000-304

TO:
TITLE Meals
ACCT.# 001-5065-000-236

AMOUNT: $2,000.00

REASON:
1) We purchase food and drinks for staff and volunteers when they are working tournaments & events. During the remaining budget year there are 4 single day tournaments and 2 multiple day tournaments when most staff will be on-site for approximately 14 hours per day.
2) We use a wide base of staff from throughout the county for events. It is important that the staff be easily identified as the professional to guests from all over country. We also need to purchase hats as "thank you" gifts for fire departments, dignitaries and fishing organizations.

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

DEPT. HEAD: [Signature] DATE: 3/19/17
DIVIS HEAD: [Signature] DATE: 3/19/19
FINANCE: [Signature] DATE: 3/21/19
ADMINISTRATOR: [Signature] DATE: 3/27/19

Journal Entry # 1032 DATE: 3/27/19
## BUDGET TRANSFER

**DIVISION:** Public Works  
**DEPARTMENT:** Roads and Bridges - 5221

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>Asphalt</td>
</tr>
<tr>
<td>ACCT.#</td>
<td>001-5221-000-261</td>
</tr>
<tr>
<td>------</td>
<td>------</td>
</tr>
<tr>
<td>TITLE</td>
<td>Asphalt</td>
</tr>
<tr>
<td>ACCT.#</td>
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<tr>
<td>------</td>
<td>------</td>
</tr>
<tr>
<td>TITLE</td>
<td>Asphalt</td>
</tr>
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<td>ACCT.#</td>
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<tr>
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<td>Asphalt</td>
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<td>ACCT.#</td>
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</table>

**AMOUNT:** $500

**EXPLAIN, IN COMPLETE DETAIL, THE REASON FOR THE TRANSFER.**

**REASON:**
This transfer is to cover the cost of the water utility for the rest of the budget. The water usage and rate was higher this budget year than predicted to be.

---

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

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

**DEPT. HEAD:**  
**DATE:** 3/15/19

**DIVIS HEAD:**  
**DATE:** 3-19-19

**FINANCE:**  
**DATE:** 3-20-19

**ADMINISTRATOR:**  
**DATE:** 3-21-19

**Journal Entry #**  
**DATE:** 3-27-19
# BUDGET TRANSFER

**DIVISION:** Public Works  
**DEPARTMENT:** Stormwater

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TO:</th>
<th>AMOUNT:</th>
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</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>Books &amp; Publication</td>
<td>TITLE</td>
</tr>
<tr>
<td>ACCT.#</td>
<td>415-5813-000-204</td>
<td>ACCT.#</td>
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<tr>
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</tbody>
</table>

**Total** 35.00

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

**REASON:**  
A second drone was needed due to increasing inspection workload and so a drone is available when the other is down for maint. or repair.

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:** 3/21/19  
**DATE:** 3/24/19  
**DATE:** 3/25/19  
**DATE:** 3/26/19  
**DATE:** 3/27/19
BUDGET TRANSFER

DIVISION: 

DEPARTMENT: Treasurer (5042)

FROM: 

TITLE | ACCT.# | TO: | TITLE | ACCT.# | AMOUNT:

| Photo Supplies | 001-2043-003-271 | Travel | 001-2043-000-271 | 500.00 |

Total $500.00

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

REASON: Continued responsibilities as past SCATT president resulting in additional meetings, travel, etc.

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

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

DEPT. HEAD: 

DATE: 4/1/2019

DIVIS HEAD: 

DATE: 

FINANCE: 

ADMINISTRATOR: 1041

DATE: 4/8/19

Journal Entry # 1041

DATE: 4/8/19
# BUDGET TRANSFER

**DIVISION:** Administration  
**DEPARTMENT:** Planning & Community Development (5062)

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TITLE</th>
<th>ACCT.#</th>
<th>TO:</th>
<th>TITLE</th>
<th>ACCT.#</th>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>Professional Services</td>
<td>001-5062-000-304</td>
<td>TITLE</td>
<td>Salaries - Temp/Part Time</td>
<td>001-5062-000-102</td>
<td>1,400.00</td>
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</table>

**Total** 1,400.00

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

**REASON:**
Transfer needed, in order to hire a summer intern to assist in various projects.

---

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

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

**DEPT. HEAD:** [Signature]  
**DATE:** 03/26/2019

**DIVIS HEAD:** [Signature]  
**DATE:** 3/27/19

**FINANCE:** [Signature]  
**DATE:** 7/28/19

**ADMINISTRATOR:** [Signature]  
**DATE:** 4/8/19

**Journal Entry #** 1040  
**DATE:**
## BUDGET TRANSFER

**DIVISION:** Public Works  
**DEPARTMENT:** 5226 Fleet Services

<table>
<thead>
<tr>
<th>FROM</th>
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<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Training</td>
<td>ACCT# 001-5226-000-277</td>
</tr>
<tr>
<td>Title</td>
<td>Uniforms</td>
<td>ACCT# 001-5226-000-280</td>
</tr>
<tr>
<td>Title</td>
<td>Registration</td>
<td>ACCT# 001-5226-000-294</td>
</tr>
<tr>
<td>Title</td>
<td>Small Hand Tools</td>
<td>ACCT# 001-5226-000-260</td>
</tr>
</tbody>
</table>

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

**REASON:**

Fuel usage has been higher than we estimated with increase in loaner vehicle usage and service work on the road has increased.  
Transfer to cover lodging shortage. Additional hotel fees that we were not aware of.  
Transfer to cover postage shortage. We have used more than normal this year to send off samples and other mailed items.

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 #: 1001  

DATE: 3/26/2019  
DATE: 3/26/2019  
DATE: 9-28-19  
DATE: 4-8-19
**BUDGET TRANSFER**

**DIVISION:** PUBLIC DEFENDER - OCONEE OFFICE

**DEPARTMENT:** PUBLIC DEFENDER

<table>
<thead>
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</tr>
<tr>
<td><strong>ACCT.#</strong></td>
<td><strong>ACCT.#</strong></td>
</tr>
<tr>
<td>BOOKS &amp; PUBLICATIONS</td>
<td>COMPUTER SOFTWARE</td>
</tr>
<tr>
<td>114-5056-001-204</td>
<td>114-5056-001-209</td>
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<tr>
<td>200.00</td>
<td></td>
</tr>
<tr>
<td>BOOKS &amp; PUBLICATIONS</td>
<td>SUPPLIES - OFFICE</td>
</tr>
<tr>
<td>114-5056-001-204</td>
<td>114-5056-001-269</td>
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<tr>
<td>475.00</td>
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</tr>
<tr>
<td>TRAINING FOR EMPLOYEES</td>
<td>SUPPLIES - OFFICE</td>
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<tr>
<td>114-5056-001-277</td>
<td>114-5056-001-269</td>
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<tr>
<td>800.00</td>
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<td>CAPITAL PURCHASES</td>
<td>SUPPLIES - OFFICE</td>
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<tr>
<td>114-5056-001-499</td>
<td>114-5056-001-269</td>
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<tr>
<td>3,000.00</td>
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</tbody>
</table>

**AMOUNT:**

| **TOTAL** |
| 4,475.00 |

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

**REASON:**

TRANSFERS ARE NEEDED TO COVER THE EXPENSE OF REPLACING COMPUTER EQUIPMENT THAT IS OLDER THAN THE RECOMMENDED USEFUL LIFE OF FIVE YEARS. MOST OF THE MONEY WAS INCORRECTLY INCLUDED IN THE CAPITAL PURCHASE REQUEST RATHER THAN OFFICE SUPPLIES AND SOFTWARE.

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

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

DEPT. HEAD: [Signature] DATE: 4. 3. 19

DIVIS HEAD: [Signature] DATE: 4. 5. 19

FINANCE: [Signature] DATE: 4. 8. 19

ADMINISTRATOR: [Signature] DATE: [Signature]

Journal Entry #: 1041 DATE: 4. 8. 19
**Anderson County Sheriff's Office**
March Metrics 2019

### Uniform Patrol

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Average Daily Calls for Service</td>
<td>399</td>
</tr>
<tr>
<td>Total Calls for Service</td>
<td>12,392</td>
</tr>
<tr>
<td>Total Number of Incident Reports</td>
<td>1,455</td>
</tr>
<tr>
<td>Total Number of Arrests</td>
<td>433</td>
</tr>
<tr>
<td>Total Number of &quot;Domestic&quot; Incidents</td>
<td>60</td>
</tr>
<tr>
<td>Total Number of &quot;Unlawful Conduct Towards a Child&quot; Reports</td>
<td>3</td>
</tr>
</tbody>
</table>

### Animal Control

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Average Daily Calls for Service</td>
<td>24</td>
</tr>
<tr>
<td>Total Calls for Service</td>
<td>721</td>
</tr>
<tr>
<td>Total Number of Animals Collected/Transported</td>
<td>122</td>
</tr>
<tr>
<td>Total Number of State Tickets/Arrest Warrants</td>
<td>5</td>
</tr>
<tr>
<td>Total Number of County-Ordinance Tickets/Warnings Issued</td>
<td>20/178</td>
</tr>
<tr>
<td>Traffic Stops/Reports Written</td>
<td>15/31</td>
</tr>
</tbody>
</table>

### Detention Center

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Daily Population</td>
<td>391</td>
</tr>
<tr>
<td>Average Daily Population Capacity Percentage</td>
<td>156.0%</td>
</tr>
<tr>
<td>Total Number of Meals Served</td>
<td>35,406</td>
</tr>
<tr>
<td>Litter Crew: Total Miles Cleaned/Cleared</td>
<td>49</td>
</tr>
<tr>
<td>Litter Crew: Total Number of Trash Bags Processed</td>
<td>1,841</td>
</tr>
<tr>
<td>Litter Crew: Total Number of Tires Removed</td>
<td>368</td>
</tr>
</tbody>
</table>

### Communications Center

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Daily Calls for Service</td>
<td>972</td>
</tr>
<tr>
<td>Total Calls for Assistance</td>
<td>30,139</td>
</tr>
</tbody>
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### Forensics

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Individual Analysis Completed</td>
<td>3,174</td>
</tr>
<tr>
<td>Total Number of Evidence Pieces Collected</td>
<td>996</td>
</tr>
<tr>
<td>Total Number of Evidence Pieces Processed</td>
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<td>Total Number of CSI Calls</td>
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<tr>
<td>Total Number of Photos Taken</td>
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<tr>
<td>Total Number of Finger Prints Collected</td>
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### Records and Judicial Order

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<tr>
<td>Total Number of Civil Papers Received</td>
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<tr>
<td>Total Number of Civil Papers Served</td>
<td>1,162</td>
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<tr>
<td>Total Number of Warrants Received</td>
<td>385</td>
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<tr>
<td>Total Number of Warrants Served</td>
<td>274</td>
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