



AGENDA
ANDERSON COUNTY COUNCIL
Regular Meeting – March 3, 2015 – 6:30 p.m.
 Historic Courthouse – Council Chambers – Second Floor
 Chairman Tommy Dunn, Presiding

**ANDERSON
 COUNTY**

Making News.
Making Progress.

Council Members:

Tommy Dunn
 Chairman
 District 5

Ken Waters
 Vice-Chairman
 District 6

Francis M. Crowder, Sr.
 District 1

Gracie S. Floyd
 District 2

J. Mitchell Cole
 District 3

Thomas F. Allen
 District 4

M. Cindy Wilson
 District 7

Kimberly Poulin
 Clerk to Council
kpoulin@andersoncountysc.org

Rusty Burns
 County Administrator

P. O. Box 8002
 Anderson, SC 29622
 Fax: 864-260-4356
 Office: 864-260-4062

1. **CALL TO ORDER:** Chairman Tommy Dunn
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Ms. M. Cindy Wilson
3. **APPROVAL OF MINUTES:** February 24, 2015 meeting
4. **CITIZEN COMMENTS:** Agenda Matters
5. **PRESENTATION/K9 DEMONSTRATION HONORING TROOPER E. F. NICHOLSON:** Ms. Misty Nicholson (allotted 15 minutes)
6. **BUDGET AND INSURANCE CONCERNS:** Ms. Gracie S. Floyd (allotted 15 minutes)
7. **ORDINANCE – SECOND READING:**
 - a. **2015-006:** an ordinance authorizing pursuant to Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, the expansion of the boundaries of the joint county industrial and business park jointly developed with Greenville County, South Carolina to include certain real property located in Anderson County, South Carolina; the execution and delivery of an infrastructure credit agreement by and among Anderson County, South Carolina, **PROJECT UPSTATE** and landlord, to provide for infrastructure credits; and other related matters. Mr. Burriss Nelson (allotted 5 minutes)
8. **ORDINANCE – FIRST READING:**
 - a. **2015-005:** a supplemental ordinance to amend ordinance 2014-016, the Operating and Capital Budgets of Anderson County for the fiscal year beginning July 1, 2014 and ending June 30, 2015. Ms. Rita Davis (allotted 30 minutes)
9. **RESOLUTION:**
 - a. **#R2015-012:** a resolution regarding coverage under the South Carolina Counties Worker's Compensation Trust for coverage of Volunteer Rescue-Ham Radio Operators and other matters related thereto. Mr. Rusty Burns (allotted 5 minutes)
10. **FINAL REPORT FROM PERSONNEL COMMITTEE MEETING FEBRUARY 6, 2015:** Chairman Tom Allen (allotted 5 minutes)
11. **APPOINTMENTS:**
12. **VARIOUS BOARDS/COMMISSIONS:** All Districts (allotted 2 minutes)
13. **REQUESTS BY COUNCIL MEMBERS:** All Districts (allotted 14 minutes)
14. **ADMINISTRATOR'S REPORT:**
 - a. Letters of Appreciation.
 1. **To:** Anderson County, specifically: Scott Stoller, Todd Tillirson, Matthew Littleton, Matt Schell and Dwain Brown **From:** Bassmaster Classic Representative, Bill Myers.
 2. **To:** Sheila Kaiser, Pendleton Rescue Training Coordinator **From:** Chief Scott Stoller, Anderson County EMS and Special Operations
 - b. PAWS Update
15. **CITIZEN COMMENTS:** Other Matters
16. **REMARKS FROM COUNCIL MEMBERS:**
17. **ADJOURNMENT:**

State of South Carolina)
County of Anderson)

3.

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
FEBRUARY 24, 2015

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
KEN WATERS, VICE CHAIRMAN
FRANCIS M. CROWDER
J. MICHAEL COLE
TOM ALLEN
M. CINDY WILSON

ALSO PRESENT:
RUSTY BURNS
KIM POULIN

1 TOMMY DUNN: ... 0009. This is from all
2 Council members. A resolution to acknowledge and
3 congratulate Anderson County Public Works and Planning
4 Division for receiving its first American Public Works
5 Association re-accreditation; and other matters
6 related thereto.

7 **WHEREAS**, the Anderson County Council
8 considers it a privilege to recognize and applaud the
9 Anderson County departments who provide services to
10 the citizens and fellow employees through their work,
11 those departments include: the Airport, Building and
12 Codes, Building and Grounds, Development Standards,
13 Fleet Services, Planning and Community Development,
14 Parks, Recreation and Tourism, Public Works
15 Administration, Roads and Bridges, Solid Waste,
16 Stormwater, and Wastewater; the departments and their
17 resourcefulness and dedicated service not only to
18 Anderson County government, but to the residents and
19 visitors; and,

20 **WHEREAS**, the American Public Works
21 Association Accreditation Program recognizes public
22 works agencies that go beyond the requirements of the
23 management practices established nationally in the
24 public works industry, and as set forth in the APWA
25 Public Works Management Practices Manual; and,

26 **WHEREAS**, Anderson County Public Works
27 received its original APWA Accreditation on December
28 2, 2010, and its first Re-Accreditation February 3,
29 2015; and,

30 **WHEREAS**, Anderson County Public Works; re-
31 accreditation signifies that County departments and
32 staff have met all applicable accreditation,
33 documentation, and practices over time as set forth by
34 the APWA; and,

35 **WHEREAS**, the Anderson County Public Works
36 staff has proven their dedication to the APWA concepts
37 through self-improvement and assessments of County
38 policies, procedures and practices that equips
39 employees with the necessary tools to deliver optimum
40 services/programs individually to our citizens, which
41 contributes to the greater good of the Anderson
42 community; and,

43 **WHEREAS**, Anderson County Council is pleased
44 to recognize and applaud its employees for being
45 innovative, hard working individuals who seek to
46 provide premium service to their co-workers, Anderson
47 County's residents and those who visit our County
48 whether through work, sports or leisure; and,

49 **Now, Therefore** it is hereby resolved that:
50 Anderson County Council commends and congratulates the

1 employees of the Anderson County Public Works and
2 Planning Division; Parks, Recreation and Tourism
3 Division; and, Central Administrative Services
4 Division for their commitment to excellence in service
5 to our community; we are appreciative of your
6 endeavors and salute your most recent recognition by
7 the American Public Works Association Re-
8 Accreditation.

9 This resolution shall take effect and be in
10 force immediately upon enactment; resolved in meeting
11 duly assembled the 17th day of February 2015.

12 Put that in the form of a motion.

13 CINDY WILSON: Second.

14 TOMMY DUNN: Have a second by Ms.
15 Wilson. Discussion? I'd just like to start off by
16 saying, the award is greatly appreciated. But it's
17 not the award to me; it's what our county employees
18 do. Just like the last couple of weeks. The weather
19 we went through and our county employees, the job that
20 they delivered and the services they did. In talking
21 to some of them I know personally working third shift,
22 up at night, cold weather, making our roadways safe
23 for the public, and it was a team effort. And here we
24 go again, looks like, hopefully we don't, but it looks
25 like we might get it again, another round of it. But
26 I know our employees are up to the task. Want you to
27 know any way this Council can support you, let us
28 know.

29 And I'll touch on this a little bit later
30 tonight, but I also would be remiss if I didn't
31 mention the Bass Masters Tournament. How smooth and
32 how well it run, and it was because the county
33 employees working as a team effort and getting them
34 here and running things smooth. There was some things
35 that come up, but it was handled immediately and on
36 top of it, because of our great county employees.

37 And also, thirdly, I'd just like to mention,
38 you know, Anderson County's -- just talking today to
39 some folks -- very blessed with our economic
40 development and where we stand in the state, really
41 the in Southeastern, really part of the whole country
42 as it just is the Wall Street Journal here a few weeks
43 ago about being one of the sixty-five counties in the
44 whole country with economic development on the
45 upswing. That's not because of the Council, it's not
46 because of Administrator, it's because of the team and
47 the county employees is part of the team. Putting
48 them all and working together and leading us through
49 this thing, and I know I've been a -- it's been an
50 honor and a privilege for me just to be a small part

1 of it. And I really do appreciate what all y'all do;
2 the hard work and the dedication. And Lord knows I
3 know y'all don't do it for the money. You do it for
4 the service of the citizens of Anderson County. And I
5 want you to know this Council's greatly appreciative.
6 Does anyone else have anything? Mr. Waters?
7 KEN WATERS: Mr. Burns, do you have that
8 list of the problems that we didn't get solved?
9 RUSTY BURNS: At the Bass Masters?
10 KEN WATERS: Yes, sir.
11 RUSTY BURNS: There wasn't a list. They
12 didn't allow a list.
13 KEN WATERS: That was exactly my point.
14 RUSTY BURNS: Every last thing better
15 than anything could have done. If anything came up it
16 was already fixed before anybody knew about it. We
17 have the best people in the United States of America.
18 It's just a privilege to be one of them.
19 KEN WATERS: I appreciate that. You
20 knew exactly what I was talking about. It wasn't that
21 we didn't have any problems. But they were fixed and
22 they were fixed with fluid, smooth, and everything
23 just rocked right along. And that was the worst
24 weather that a Bass Masters Tournament had ever been
25 in. So, man, I'll tell you what, I've been on a high.
26 And this is probably the slowest I've talked in three
27 days. So I haven't come down yet. And I appreciate
28 everything you do and that was the very point I wanted
29 to make, that the list is complete. Everything was
30 done and done very well. Thank you.
31 RUSTY BURNS: We're waiting to see if
32 some of the frost bite will go away. We don't ???.
33 TOMMY DUNN: Ms. Wilson?
34 CINDY WILSON: I'm just so sorry that the
35 folks in our county are not able to really witness
36 what we're presenting today. It's been said many
37 times that our best resource in Anderson County is the
38 people. And we have the can-do, what can we do to
39 help you, spirit here. And it's really, really -- you
40 can't compete against that in other areas where they
41 give better incentives. Good people are just hard to
42 beat. Thank y'all so much for what y'all have done.
43 TOMMY DUNN: Thank you, Ms. Wilson.
44 Anyone else? If you all would, ask all members step
45 up and present them -- all Council members step down,
46 please -- present this plaque. I'm sorry, Ms.
47 Wilson, I've already started off my thing. We had a
48 motion and discussion. Any more discussion? Hearing
49 none, all in favor of the motion show of hands. All
50 opposed like sign. Show the motion carries

1 unanimously. Thank you, Ms. Wilson.

2 **(PRESENTATION OF AWARD)**

3 TOMMY DUNN: I would just like to say in
4 closing that didn't touch much on it, but it is a very
5 -- something to be very proud of and honored to
6 receive this accreditation the first time and be re-
7 accredited. Very proud accomplishment.

8 Hearing nothing else, this part of our
9 Council meeting will be adjourned. We'll meet back at
10 6:30 for the start of our regular Council meeting.
11 Thank y'all.

12

13 **(SPECIAL PRESENTATION MEETING ADJOURNED 6:11 P.M.)**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
REGULAR COUNTY COUNCIL MEETING
FEBRUARY 24, 2015

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
KEN WATERS, VICE CHAIRMAN
FRANCIS M. CROWDER
J. MICHAEL COLE
TOM ALLEN
M. CINDY WILSON

ALSO PRESENT:
RUSTY BURNS
KIM POULIN
LEON HARMON

1 TOMMY DUNN: At this time I'd like to
2 call the regular Anderson County Council meeting to
3 order, February 24, 2015. Knowing we're a week behind
4 from having it, but this is our regular scheduled
5 Council meeting. Want to welcome everyone here.

6 At this time I'd like to ask Councilman Tom
7 Allen if he'd lead us in the Invocation and Pledge of
8 Allegiance. If we'd all rise, please.

9 **(INVOCATION AND PLEDGE OF ALLEGIANCE BY TOM ALLEN)**

10 TOMMY DUNN: Before we all sit down, I
11 would like to ask -- sorry for doing this backwards --
12 I would like to ask a moment of silence, prayer, keep
13 the Stanton family -- our firefighter in Sandy Springs
14 that lost his life. Please keep his family in your
15 thoughts and prayers. Bow our heads, please. Amen.
16 Thank y'all.

17 Moving on to Item number 3, approval of
18 minutes of the February 3rd, 2015 meeting. Are there
19 any changes or corrections to be made? Mr. Crowder?

20 FRANCIS CROWDER: Three, Chairman. On page
21 24, line 35, insert the word low bid. On page 24,
22 line 48 insert the word grant. On page 37 line 24
23 insert the word note, n-o-t-e.

24 TOMMY DUNN: Okay. Anyone else?

25 CINDY WILSON: Yes, sir.

26 TOMMY DUNN: Ms. Wilson?

27 CINDY WILSON: May I?

28 TOMMY DUNN: Ms. Wilson, you're acting
29 like it's cold.

30 CINDY WILSON: Thank you. Not as cold as
31 you who went to the fishing tournament. On page 16
32 line 26 the three little question marks the word
33 should be landfill. Taken into the landfill on line
34 26 and 16. And then on 38 there were several,
35 starting with line 19, former publisher of the
36 Anderson Independent. For clarification it should
37 have in parenthesis Fred Foster. Then the next words
38 Cordes Seabrook were misspelled. And that was C-o-r-
39 d-e-s and Seabrook, S-e-a-b-r-o-o-k. And then on --
40 that's not lines 19 and 20. On 25 it said they cost
41 the county around -- three question marks -- three to
42 four hundred thousand dollars of extra money and those
43 were those. And then on page 39, line 6 it says we
44 can't walk and chew gum, g-u-m instead of g-u-n. So
45 those are the only ones I have. Thank you.

46 TOMMY DUNN: Okay. Anyone else for the
47 February 3rd meeting? Have those in the form of a
48 motion to make those corrections? Are there a second?

49 TOM ALLEN: Second.

50 TOMMY DUNN: Second Mr. Allen. Hearing

1 none, all in favor of the motion show of hands. All
2 opposed show the like sign. Show the motion carries
3 unanimously.

4 And let the record show Ms. Floyd is not
5 present tonight.

6 Moving on, next on the agenda, approval of
7 minutes of the special February 5th, 2015 supplemental
8 budget meeting. Are there any changes or corrections
9 to be made? Ms. Wilson?

10 CINDY WILSON: Thank you, Mr. Chairman.
11 On page 4, line 2, the -- it should be going forth
12 with than, the Kroger site. So the word than was left
13 out. And that's page 4 line 2. And that's all I
14 have. Thank you.

15 TOMMY DUNN: Anyone else? Have a motion
16 for those changes and corrections from Ms. Wilson.
17 Have a second?

18 TOM ALLEN: Second.

19 TOMMY DUNN: Second Mr. Allen. All in
20 favor of the motion show of hands. All opposed like
21 sign. Show the motion carries unanimously with
22 members present. And that will conclude our part of
23 the approval of minutes.

24 Moving on to Item number 4, Citizens
25 Comments. At this time when Mr. Harmon calls your
26 name, please step forward and state your name for the
27 record. Your district you live in. Keep matters on
28 agenda items. And you have three minutes.

29 LEON HARMON: Mr. Chairman, one citizen
30 is signed up to speak. Jenna Stegall.

31 TOMMY DUNN: Mr. Burns, if you would,
32 make sure help her to get the mike and everything.

33 JENNA STEGALL: It's about the
34 redevelopment on Oakhill.

35 TOMMY DUNN: You can speak to that, now,
36 ma'am. And you can also -- we've got a public hearing
37 will be coming up in few minutes on that matter. You
38 can wait till then to speak. You can speak both times
39 if you'd like to.

40 JENNA STEGALL: Well, I'm not a really good
41 articulate speaker, but I -- okay. But we just feel
42 like we'd like to keep the neighborhood the way it is.
43 There's already so much traffic out there. And
44 Oakhill is kind of a treacherous road anyway. It's
45 curvy and it's narrow. It's even more narrow than
46 Reed Road. And I don't know, it's just a lot of
47 traffic and we don't want it, you know, coming in to
48 our neighborhood with like forty houses on eight
49 acres. That's kind of -- you know, we live in a
50 pretty nice neighborhood and I can just see like vinyl

1 houses this far apart with no windows on the sides.
2 You know, just kind of no character. But I guess we
3 really don't have much choice. Y'all do what you're
4 going to do. But anyway ...

5 TOMMY DUNN: That's what we're here for.
6 Listen, Ma'am -- you're Ms. Stegall, for the record,
7 in District 1? You live in District 1? Mr. Crowder's
8 District?

9 JENNA STEGALL: I ---

10 FRANCIS CROWDER: Yes, you're in District 1.

11 JENNA STEGALL: Yes. Okay. I'm not sure.

12 Okay.

13 TOMMY DUNN: That's fine. For the
14 record.

15 JENNA STEGALL: Okay. Thank you very much.

16 TOMMY DUNN: Yes, ma'am.

17 JENNA STEGALL: Appreciate it.

18 TOMMY DUNN: You're welcome. Thank you,
19 Mr. Harmon.

20 Moving on to Item number 5, Budget and
21 Insurance Concerns. Ms. Floyd had that on the agenda.
22 Her not being here, I guess we'll take that off and
23 see if she puts it on for next meeting.

24 Now moving on to Item number 6. I make a
25 motion we go into executive session to discuss
26 contractual matters with -- about some real estate.

27 TOM ALLEN: Second.

28 TOMMY DUNN: Second Mr. Allen. All in
29 favor of the motion show of hands. All opposed like
30 sign. Show the motion carries unanimously. We'll be
31 right back in a few minutes. We're going to meet in
32 the conference room.

33 **(EXECUTIVE SESSION FROM 6:37 PM to 6:52 PM)**

34 TOMMY DUNN: Do we have a motion to come
35 out of executive session?

36 MITCHELL COLE: So moved.

37 FRANCIS CROWDER: I make a motion that we
38 come out of executive session, having made no ---

39 TOMMY DUNN: Made no decisions.

40 CINDY WILSON: Information.

41 TOMMY DUNN: Information only. Mr. Cole
42 seconds that motion. All in favor. All opposed like
43 sign. Show the motion carries unanimously.

44 At this time, let me say we -- at our last
45 regular Council -- not regular Council but our special
46 called meeting, we instructed the Administrator and
47 his staff to do due diligence on a building. They
48 come back and reported that information to us. We
49 decided we're going to take no action, or not that
50 particular piece of property. We're instructing the

1 -- Chairman is instructing the Administrator and his
2 staff to come back in the next several weeks with an
3 option for the voter registration office to be moved
4 in another location. But to come back with us with
5 some options for Council to decide on.

6 Now moving on. Moving on to Item number 8,
7 first reading, 8(a) #2015-003, a rezoning application
8 by R.D. Garrett to rezone 8.5 acres on Oakhill Drive
9 from R-20 (Single-Family Residential with 20,000 sq.
10 ft. lots) to R-15 (Single-Family Residential with
11 15,000 sq ft. lots). At this time we'll ask Mr.
12 Freeman (verbatim) to give us brief report. And
13 please hold as many questions as you can. We'll let
14 him give a report and get everybody up, then we're
15 going to have a public hearing. Then we'll come back
16 to Council members for questions and whatnot and get
17 on that. Mr. Freeman (verbatim).

18 MICHAEL FORMAN: Thank you, Mr. Chair. This
19 is a request to, as you mentioned, to rezone from R-20
20 single family residential with 20,000 square foot lots
21 to R-15 single family residential 15,000 square foot
22 lots for approximately eight point seven three acres
23 on Oakhill Drive. And staff has recommended approval
24 of this request. As a reminder District 1 zoning
25 advisory group met on January 7th, recommended
26 approval by a vote to three to zero. Planning
27 Commission met on January 13th, 2015 and recommended
28 approval by a vote of four to one. That concludes our
29 staff report.

30 TOMMY DUNN: Thank you. At this time
31 we're going to go into a public hearing. Anyone
32 wishing to speak on this item, or this issue, please
33 step forward and state your name and district and
34 address the Chair. Keep matters related to this item.
35 Now in public hearing.

36 ???: ????, District 1, 103
37 Northridge Drive. My street just runs off of Oakhill
38 there. And I would recommend that you do not approve
39 this development because it's a two lane road,
40 Oakhill. It also has increased in traffic because of
41 the East-West Connector. And also, the school has
42 generated a lot of traffic with parents picking up
43 their children and so forth.

44 The way I look at that piece of property, it
45 looks like it's going to enter onto a curve in the
46 road. Therefore, it's going to be a little bit
47 dangerous. I would say the amount of houses he wants
48 to build in there is too much for the eight point five
49 acres that he has. If he built eight houses or six
50 houses in there with acre lots like the rest of the

1 property around us is, would be fine.

2 At this time, I would say -- I would ask that
3 you not approve it. Thank you.

4 TOMMY DUNN: Thank you. Anyone else
5 wishing to address Council? Anyone at all?

6 MIKE SUTTLE: My name is Mike Suttle.
7 I'm in District 1. And I recommend that you do
8 approve this project. When my father-in-law bought
9 this property -- it's currently zoned R-20 -- we went
10 to the sewer authority, Mr. Singleton down there --
11 first of all we went to DHEC and we asked permission
12 to -- I mean we were showing him that we were going to
13 develop this into R-20 and do septic tank lots. And
14 he said, well, the DHEC people said before you do
15 that, you got to go down to the sewer authority and
16 make sure sewer is not available here. So we did
17 that. We went down and met with Mr. Singleton. And
18 Mr. Singleton said, well, I can't sign off on sewer's
19 not available there because sewer is available there.
20 We said, well, it's fifteen, eighteen hundred feet
21 away. He said, doesn't matter. I say sewer is
22 available, so sewer's available. And I said, what if
23 it was a mile away, would it be available? He said,
24 well, I don't know if it'd be available or not. I
25 said, well, it either is or it isn't. By that theory,
26 if it's fifteen hundred feet or if it's five thousand
27 feet away, it doesn't really matter, it's just a
28 matter of how many zeros you have to sign on the check
29 when you connect onto the sewer. So he said, well,
30 sewer is available there and you're going to have to
31 pay impact fees and you're going to have to pay to
32 connect to the sewer line. So we said, well, what are
33 those fees? Well, we had gotten estimates on how many
34 dollars per lot it was going to cost us to put in
35 septic tanks. R-20 gets septic tanks. Septic tanks
36 cost an average of about four thousand dollars apiece.
37 That's ball park. And you're done. And I don't know
38 how many of you guys live in the county -- out in the
39 county versus in the city or where sewer is available,
40 but most of you that live in the county and most of
41 the people in this room that live in the county that
42 do not have a sewer bill, when they get their water
43 bill in the mail, it's forty, sixty dollars a month.
44 When I get my water bill in the mail, it's about a
45 hundred and eighty dollars, because my house is
46 attached to sewer. And so, while I use the same
47 amount of water as most of the people in this county,
48 I get charged three times that or four times that
49 because I get charged for everything that comes out of
50 my drains into the sewer pipes and gets processed by

1 our sewer treatment plants. So my bill on a perpetual
2 basis from now until eternity is going to be four
3 times higher than a normal person's water bill because
4 I'm not on a septic tank. I'm on a sewer. So that's
5 one little factor in connection to the sewer.

6 But instead of having four thousand dollars
7 to be done with the septic, you build a house like
8 these gentlemen suggested and just eight or ten or
9 fifteen houses -- however many houses on that piece of
10 property -- and be done. Nope, you got to attach to
11 sewer. So the sewer tap fees -- or excuse me -- the
12 sewer impact fees are -- or capacity fees I think you
13 guys call them -- are forty-one hundred dollars --
14 forty one hundred and fifty dollars per house. And
15 you've got to pay that up front. So if you're a
16 developer, you have to come out of pocket if you have
17 thirteen or fifteen lots or whatever it is, you have
18 to come out of pocket with four thousand -- forty-one
19 hundred dollars per lot, just before you even start.
20 And then you have to run your sewer line for x-number
21 of feet, however far you are.

22 Anyway, the bottom line is, we're requesting
23 this increase in the number of lots that this property
24 yields, we're going from twenty -- we're requesting
25 from twenty thousand square feet per lot down to
26 fifteen thousand square feet per lot. That's going to
27 give us three to four more lots on this entire piece
28 of property. Now, why are we going through all that
29 mess? Because the cost of just attaching to the
30 sewer, which we're required by DHEC and now Anderson
31 County to do, is going to cost us an extra hundred and
32 something thousand dollars. And to absorb some of
33 that cost we're asking for three to four more lots.
34 That's it. And so, we're not trying to dump a lot of
35 traffic on Oakhill Drive. We're not trying to do that
36 at all. We're not trying to over-populate Oakhill
37 Drive. We're trying to recoup some of our cost that
38 we're required to do by Anderson County. So that's
39 one point.

40 The second point is, it seems like every time
41 that a developer comes to town to develop something,
42 they're going to put up a significant amount of money
43 to develop a piece of property. All the residents who
44 live in subdivisions around, they say, we don't want
45 them, we don't want those new people because we're
46 already here and we like -- there's already too much
47 traffic with us being here; how in the world are we
48 going to handle more traffic? And so that's always an
49 issue. And so, we're not trying to overload the road
50 system. That's another subject for a different

1 format, but we're just asking to increase -- we're
2 asking to go from twenty thousand square foot lots to
3 fifteen thousand square foot lots so we can have three
4 or four more lots to recoup some of that cost. Thank
5 you very much.

6 TOMMY DUNN: Thank you. Anyone else
7 wishing to speak on this matter? Anyone at all?
8 Hearing none, public hearing will be closed. Mr.
9 Freeman (verbatim), got anything else?

10 MICHAEL FORMAN: No, sir.

11 TOMMY DUNN: Any council members have
12 any questions, comments for Mr. Freeman (verbatim)?
13 Do we have a motion?

14 FRANCIS CROWDER: I make a motion that we
15 deny it based on the fact that the people that live
16 out there are already invested in the kinds of houses
17 and surroundings and ambience they have. So I make
18 that motion.

19 CINDY WILSON: I'll second. And may I ---

20 TOMMY DUNN: Discussion, Ms. Wilson?

21 CINDY WILSON: The rezoning application
22 has so many changes on it and in the comments that
23 were made, I have concerns about how they would get
24 sewer across private property. I think when I read
25 the minutes from the -- one of the meetings, one of
26 the landowners that would have to go across indicated
27 that he would be unwilling to have the sewer go across
28 his property. And then purpose of rezoning, it says
29 fifty-five plus retirement community and it's crossed
30 out. The actual acreage is crossed out. There are a
31 number of changes that aren't really very clear. But
32 anyway, those are some concerns. Thank you.

33 TOMMY DUNN: Thank you. Anyone else?
34 All in favor of Mr. Crowder's motion, show of hands.
35 All opposed like sign. Show the motion carries
36 unanimously.

37 Moving on to the next item on the list. Item
38 number 8(b), 2015-006, an ordinance authorizing
39 pursuant to Title 4, Chapter 1 of the Code of Laws of
40 South Carolina, 1976, as amended, the expansion of the
41 boundaries of the joint county industrial and
42 business park jointly developed with Greenville
43 County, South Carolina to include certain real
44 property located in Anderson County, South Carolina;
45 the execution and delivery of an infrastructure credit
46 agreement by and among Anderson County, South
47 Carolina, PROJECT UPSTATE and landlord, to provide for
48 infrastructure credits; and other matters related
49 thereto. Mr. Burns. Oh, I'm sorry. Mr. Burriss.

50 BURRISS NELSON: Thank you, Mr. Chairman,

1 members of Council, Mr. Burns, Mr. Harmon, Ms. Poulin.
2 We're bringing the project to you today that is
3 Project Upstate. This job -- project will be creating
4 a hundred and forty-seven jobs with an average salary
5 of nineteen dollars and seventy-two cents an hour,
6 with a new annual payroll of five point seven million
7 dollars. This is a hundred year old international
8 company with international success. This will be a
9 regional corporate headquarters and marketing and
10 distribution facility. This company is in the food
11 and beverage industry. The capital investment amount
12 will be thirteen million five hundred thousand. The
13 multi-county park agreement with an infrastructure
14 credit agreement would be a six percent assessment
15 ratio thirty year period. The special source revenue
16 credit would be thirty percent for a ten year period,
17 tax year ones through ten, and that's to help offset
18 the cost of sewer and other infrastructure
19 construction. Currently this property this year paid
20 a hundred and seventeen dollars in property tax. And
21 when the project's finished in 2016 it will pay a
22 hundred and seventy-five thousand dollars in property
23 tax. Projected over -- that projected over thirty
24 years is six point four million. The first year
25 community impact with all the ripple effects will be
26 twelve point seven million and over a twenty year
27 period a hundred and forty-eight million. This comes
28 to Council as a recommendation from staff and from the
29 Advisory Board. We would respectfully request you
30 give favorable consideration to this project.

31 TOMMY DUNN: We have a motion?

32 TOM ALLEN: So moved.

33 CINDY WILSON: Second.

34 TOMMY DUNN: Motion Mr. Allen, second

35 Ms. Wilson. Now, any discussion, comments, questions?

36 CINDY WILSON: Just a quick question. The
37 2016 projected taxes, would that be before or after
38 the special source revenue credit?

39 BURRISS NELSON: That's taking the credit
40 out.

41 CINDY WILSON: Okay. Thank you. So
42 that's the total.

43 BURRISS NELSON: Yes, ma'am.

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

47 Mr. Nelson, anything else?

48 BURRISS NELSON: No, sir, that's got it.

49 Thank you very much for your support.

50 TOMMY DUNN: Appreciate it. Thanks a

1 lot.
2 BURRISS NELSON: Thank you.
3 TOMMY DUNN: Moving on to Item number 9,
4 Request for Asphalt Crack Sealing Machining from Roads
5 and Bridges. Mr. Carroll.
6 ROBERT CARROLL: Thank you, Mr. Chairman.
7 We took bids on an asphalt crack sealing machine for
8 Roads and Bridges Department. I think seven different
9 vendors requested it. We had two responses and we're
10 recommending low bidder of fifty-two thousand seven
11 thirty-five and eighty-two cents, Adams Equipment.
12 And Mr. Owens and Mr. Stone at Fleet Services and
13 myself actually was able to meet with the
14 manufacturer. They were over in Athens when we called
15 and had some questions for them. And they offered to
16 bring it over to Roads and Bridges, so we were able to
17 actually look at the unit and they were very satisfied
18 with it. And it does meet all specs. We recommend
19 approval.
20 TOMMY DUNN: Anybody have any questions
21 or comments? Mr. Allen?
22 TOM ALLEN: Yeah. Just a quick
23 question. The money for that's coming out of ----
24 ROBERT CARROLL: Capital.
25 TOM ALLEN: Out of -- I'm sorry.
26 ROBERT CARROLL: Capital budget.
27 TOM ALLEN: Capital budget and it's
28 there. Okay. Thank you.
29 TOMMY DUNN: And y'all correct me if I'm
30 wrong, just for information, this is coming before us
31 because it needs to be done and we wasn't able to have
32 a Finance meeting because of the weather. Is that
33 correct?
34 ROBERT CARROLL: Yes, and ---
35 TOMMY DUNN: Need to get to move this
36 ---
37 ROBERT CARROLL: And the lead time on this
38 and they need this quickly to get going.
39 TOMMY DUNN: Just wanted to bring out,
40 that's the reason we're going through this a little
41 bit procedure. We generally don't go through, but
42 that's the reason because of the weather. Mr. Crowder
43 let it get bad weather on us.
44 FRANCIS CROWDER: My fault. My fault.
45 TOMMY DUNN: We have a motion?
46 CINDY WILSON: So moved.
47 TOMMY DUNN: Motion Ms. Wilson. We have
48 a second?
49 FRANCIS CROWDER: Second.
50 TOMMY DUNN: Second Mr. Crowder. Any

1 further discussion, comments? All in favor of the
2 motion show of hands. All opposed like sign. Show
3 the motion carries unanimously.

4 We will be moving on now to Item number 10,
5 report from the Planning and Public Works Committee
6 meeting of January 28th. Chairman, Ms. Wilson --
7 Chairwoman Ms. Wilson.

8 CINDY WILSON: Thank you, Mr. Chairman.
9 We issued a quick report without our meeting to
10 approve minutes at the last meeting, but I did request
11 of Mr. Forman if he could kind of give us a roadmap
12 based on what we've done so far to kind of set us up
13 for the next meeting, so we'll know what we need to
14 accomplish there. Thank you.

15 MICHAEL FORMAN: Mr. Chair, Ms. Wilson.
16 Basically where we're at is there are nine separate
17 chapters to the Comprehensive Plan as you all are
18 aware of. The Planning and Public Works Committee has
19 met now on two of them and approved them through this
20 point and they're basically sitting with you guys
21 until the other seven can catch up to it, with the
22 intent of having all nine be voted on as one single
23 ordinance -- all nine chapters. So that should
24 hopefully be coming up as we move forward through the
25 Planning and Public Works Committee. But that's sort
26 of a quick snapshot of where we're at right now. And
27 I'd be happy to answer any questions.

28 TOMMY DUNN: Have any questions,
29 comments? Ms. Wilson.

30 CINDY WILSON: Mr. Forman, you're
31 recommending that we don't take the sections that we
32 have already approved and were sent to the Planning
33 Commission as stand-alone chapters and then with the
34 total at one time. You're thinking to do the whole
35 thing at one time?

36 MICHAEL FORMAN: Yes, ma'am. I think it
37 would be cleanest to have them all together as one
38 ordinance. That way we're let the other ones catch up
39 and do it as one.

40 CINDY WILSON: Okay. So if any of our
41 Council members who are not on the committee need to
42 talk with you and review the chapter with staff or
43 even attend our meeting, they'd be welcome to.

44 MICHAEL FORMAN: Certainly.

45 CINDY WILSON: And I'll be talking with my
46 fellow committee members to set up the next meeting
47 soon. Thank you.

48 TOMMY DUNN: Ms. Wilson, would you or
49 Mr. Forman, one, like elaborate on a meeting we had a
50 few weeks ago about the Plan, going to have a new

1 staff member coming on pretty soon to help out with
2 some of this stuff. And you might be subbing some of
3 this comprehensive plan out to somebody, be looking at
4 that? That what we sort of talked about and agreed
5 upon, going to be working on through the
6 Administrator?

7 MICHAEL FORMAN: Yes, sir, that's correct.
8 We have Dr. Jeff Parkie who started with us last week
9 and we're real excited to have him on board. He's
10 going to be helping us out with a lot of the
11 Comprehensive Planning and a lot of the plans we're
12 working on coming up in the near future. So that is
13 correct, we are excited to have him on board and ready
14 to roll.

15 TOMMY DUNN: Didn't we talk about
16 subbing some of this stuff out? Working on that,
17 about getting something for Council?

18 MICHAEL FORMAN: Correct.

19 TOMMY DUNN: You want to keep this --
20 not laying blame on nobody, but we want to move this
21 through. This is very important. As y'all know,
22 Anderson County, much as other thing, we're getting a
23 lot of growth and development right now. And we want
24 to make sure it's the right kind as we touched on
25 before. We want to make sure it is the right kind and
26 work with it, because as I've said before you don't
27 get but one shot at this to do it right. We don't
28 want to sit here and think back -- I don't think
29 nobody wants another Clemson Highway if we can help
30 it. Mr. Burns.

31 RUSTY BURNS: Remind everyone about the
32 public hearing.

33 MICHAEL FORMAN: Yes, sir, we are ---

34 TOMMY DUNN: Is this Thursday?

35 FRANCIS CROWDER: This Thursday.

36 MICHAEL FORMAN: Yes, sir, the kick-off
37 meeting for the Highway 81 overlay district will be
38 happening this Thursday.

39 TOMMY DUNN: Keep in mind -- want to
40 make sure we'll get plenty of advertise, Ms. Mayo --
41 but also, if the weather ---

42 KEN WATERS: Don't forget Mr. Wilson
43 over there.

44 TOMMY DUNN: --- bad, let's make sure we
45 get this thing rescheduled as soon as possible if it's
46 bad.

47 MICHAEL FORMAN: Yes, sir, it will be. It's
48 scheduled right now, weather permitting, at six PM at
49 the Reed Road YMCA. All discussions we've had to this
50 point the YMCA will be open and ready to roll

1 regardless of the weather, but there's a chance it
2 could be closed.

3 TOMMY DUNN: Keep in mind, even if it's
4 open, the weather's bad, people ain't going to get
5 out. They just ain't. And I just -- give this a
6 little food for thought, too. Times has changed. We
7 schedule it next, might be able to try to do it on a
8 Monday night or a Tuesday night. Thursdays starts
9 people's -- like Mr. Harmon there -- starts their
10 weekend. They don't want to deal with none of these
11 stuff on it. They want to be out eating and partying
12 on Thursdays. So just keep that in mind. And I know
13 we're going to have several of these things. Just
14 keep that in mind. Anybody? Ms. Wilson?

15 CINDY WILSON: Added to what you were
16 pointing out, it's not so much the right kind of
17 development but it's ensuring the quality and the
18 safety. We've had developers to come in that were
19 quite happy to throw up something that anyone who had
20 any experience would look at and say that is wretched.
21 And I think that reflects poorly on our county. And
22 at some point when people buy poor quality at a high
23 price they look back to our county who may have issued
24 permits and say, why didn't you catch these issues?
25 An example is, I think it was over not far from where
26 we are, expensive houses but one of these out-of-town
27 type builders coming in and the top blew off one the
28 other day. So, that's kind of scary when you think
29 that they're putting up, I think OSB, and it's just
30 not the solid construction that we have looked forward
31 to here in our county up until a few years ago. We've
32 got people coming in and while it's minimum
33 requirement, it's not necessarily good. So we're
34 hoping we can figure out a way to deal with that so
35 that when people buy property or homes in our county,
36 they feel like they're buying something that's going
37 to stand. Thank you.

38 TOMMY DUNN: Thank you, Ms. Wilson.
39 Thank you, Mr. Forman. Appreciate it.

40 Moving on to Item number 11, report from the
41 Personnel Committee meeting of February 6th. Mr.
42 Allen.

43 TOM ALLEN: Yes, thank you, Mr.
44 Chairman. We had a Personnel Committee meeting a few
45 weeks ago. And the purpose of that meeting was to try
46 and cover two items and that deals with the Clerk to
47 Council. Since this is a one person shop, it puts us
48 a little bit in a unique situation. For instance when
49 the Clerk needs to go on vacation, how do we cover it?
50 That was one question. And number 2, when the Clerk

1 has overtime, how will that overtime be utilized? So
2 we discussed a few things that we thought might work.
3 Then we had to run it to the attorney and look at the
4 federal labor laws on this and how do they butt up
5 against the personnel ordinances here for the county.
6 So we're looking into that right now. We're going to
7 have to have another Personnel meeting and at that
8 time we'll come up with a recommendation on how we can
9 best do that and assure that we have coverage in the
10 office and assure that overtime is properly utilized
11 by the Clerk. So those two things is what we want to
12 cover. But nothing is simple so we've got to throw in
13 some more law to take a look at it. And that was all
14 I had.

15 TOMMY DUNN: Thank you, Mr. Allen.
16 Moving on to Item number 12, appointments by
17 Council members. Ms. Wilson, you have any? None for
18 Ms. Wilson? Mr. Crowder?

19 FRANCIS CROWDER: Yes, Chairman, I have one
20 appointment. Ms. Rosalyn Silverstein to the Library
21 Board.

22 TOMMY DUNN: Put that in the form of a
23 motion. We have a second?

24 CINDY WILSON: Second.

25 TOMMY DUNN: Second Ms. Wilson. Any
26 further discussion? All in favor of Mr. Crowder's
27 motion, show of hands. All opposed like sign. Show
28 the motion carries unanimously.

29 Anything else, Mr. Crowder?

30 FRANCIS CROWDER: No, thank you, Chairman.

31 TOMMY DUNN: Mr. Cole?

32 MITCHELL COLE: I should have some at our
33 next meeting so I'll delay until then.

34 TOMMY DUNN: Thank you, appreciate it.
35 Mr. Allen?

36 TOM ALLEN: None at this time.

37 TOMMY DUNN: Mr. Waters? Any
38 appointments to boards?

39 KEN WATERS: I have none at this time.

40 TOMMY DUNN: Okay. District 5 has none
41 neither.

42 Moving on now ...

43 TOM ALLEN: Twelve is confusing.

44 TOMMY DUNN: It is. I am confused.

45 TOM ALLEN: Twelve and thirteen are the
46 same thing.

47 TOMMY DUNN: I just wanted to make sure
48 -- I wanted to make sure before you corrected me. I
49 wanted to make sure before I opened my mouth and get
50 my hand spanked, I wanted to make sure. I was sitting

1 there looking at that.
2 Moving on to Item number 14, requests by
3 Council members. Mr. Waters.
4 KEN WATERS: I do. I have a transfer to
5 the -- six thousand dollars to the ---
6 TOMMY DUNN: To the Waters Foundation?
7 KEN WATERS: ---to the repaving -- the
8 County will actually be taking care of it. Paving
9 some walking up in the Hurricane Springs Park. And I
10 bring that in the form of a motion.
11 TOMMY DUNN: Have a second?
12 TOM ALLEN: Second.
13 TOMMY DUNN: Second Mr. Allen. Any
14 discussion? All in favor of the motion show of hands.
15 Opposed like sign. Show the motion carries
16 unanimously. Mr. Waters, anything else?
17 KEN WATERS: That's all I have at this
18 time.
19 TOMMY DUNN: Thank you. Mr. Allen.
20 TOM ALLEN: Yes, I have two that I'd
21 like to do. The first one is to the New Light
22 Community Center out on Wild Hog Road. I'd like to
23 take two thousand dollars out of my rec funds for
24 their Community Center out there. And the second one
25 is two hundred and fifty dollars for the Pendleton
26 High School Junior ROTC Drill competition that was
27 held.
28 TOMMY DUNN: Have a motion -- or have a
29 second with Mr. Waters? Any discussion? All in favor
30 of the motion show of hands. All opposed like sign.
31 Show the motion carries unanimously.
32 Mr. Allen, anything else?
33 TOM ALLEN: That's all.
34 TOMMY DUNN: Thank you. Mr. Cole?
35 MITCHELL COLE: I'd also like to donate two
36 hundred and fifty dollars to the Pendleton ROTC from
37 my rec account.
38 TOMMY DUNN: Have a second?
39 CINDY WILSON: Second.
40 TOMMY DUNN: Second Mr. Allen. Any
41 further discussion? All in favor of the motion show
42 of hands. Mr. Cole. Show the motion carries
43 unanimously. Anything else, Mr. Cole?
44 MITCHELL COLE: That's it.
45 TOMMY DUNN: Mr. Crowder?
46 FRANCIS CROWDER: I'd like to transfer two
47 hundred and fifty dollars from my rec account to the
48 Pendleton JROTC.
49 TOMMY DUNN: Have a motion Mr. Crowder.
50 Have a second?

1 CINDY WILSON: Second.
2 TOMMY DUNN: Ms. Wilson. Any further
3 discussion? All in favor of the motion show of hands.
4 Opposed like sign. Show the motion carries
5 unanimously.
6 Mr. Crowder, anything else?
7 FRANCIS CROWDER: No, thank you, sir,
8 Chairman.
9 TOMMY DUNN: Ms. Wilson?
10 CINDY WILSON: I have none. Thank you.
11 TOMMY DUNN: And District 5 has none.
12 Moving on to Item number 15, Administrator's
13 report, Mr. Burns.
14 RUSTY BURNS: Just one thing, Mr.
15 Chairman. There's a gentleman here, oftentimes he comes
16 to our Council meetings. He volunteered the entire
17 time out ---
18 TOMMY DUNN: Talking about Mr. Waters?
19 RUSTY BURNS: No, he volunteered the day
20 before.
21 TOMMY DUNN: Well, I know he often comes
22 to Council meetings.
23 RUSTY BURNS: But Mr. Rumsey, could you
24 please stand up? That gentleman was there practically
25 every second the event took place. He works for the
26 City of Anderson ---
27 TOMMY DUNN: We won't hold that against
28 him.
29 RUSTY BURNS: He made Anderson County
30 look good. He made Anderson County proud. And he got
31 so close to the anglers that he was backing the
32 trailers in and driving their boats out. Some of
33 those boats cost more than a hundred dollars. But he
34 did -- he made Anderson County look good and he worked
35 just tremendous. Thank you, sir.
36 (APPLAUSE)
37 KEN WATERS: You tell me how you got
38 close to them boats to drive them. I'd like to do
39 that.
40 TOMMY DUNN: They heard about you on my
41 computer. You couldn't get next to those fish
42 finders. We appreciate you. That's the -- that's
43 what makes events like this in Anderson successful, is
44 the people. We really do appreciate it. Thank you a
45 lot.
46 CINDY WILSON: Mr. Dunn, would you repeat
47 his name? We couldn't catch it.
48 TOMMY DUNN: Mr. Crowder -- I mean Mr.
49 Burns.
50 RUSTY BURNS: Mr. Doug Rumsey.

1 TOMMY DUNN: Mr. Doug Rumsey.
2 CINDY WILSON: Oh. Thank you.
3 TOMMY DUNN: Anything else, Mr. Burns?
4 RUSTY BURNS: No, sir.
5 TOMMY DUNN: Moving on to Item number
6 16, Citizens Comment. As Mr. Harmon calls your name
7 please step forward and address the Chair. State your
8 name and district and you have three minutes.
9 LEON HARMON: Mr. Chairman, one citizen
10 is signed up. Elizabeth Fant.
11 ELIZABETH FANT: Elizabeth Fant, District 3.
12 Don't have too much to say tonight. I think the
13 meeting went pretty well tonight. And Ms. Kim Poulin
14 and I have figured out what the problem was tonight
15 with the agenda. I get the packet ahead of time.
16 They used to mail it. Now they just have it down at
17 the office downstairs, pick it up and whatever. And
18 the packet evidently was down there a week ago because
19 we canceled a meeting, right? The weather. But the
20 agenda was updated and two things were added to the
21 agenda, so they were not on my agenda. And when I got
22 up here and looked at my packet, y'all went to leave
23 for a meeting but it didn't say there. So we've got
24 that straight and she's going to make sure that that
25 gets done because that's where I pick it up. I don't
26 check my mail every day.
27 We did not have Item 5, Budget and Insurance
28 Concerns, and that's fine. But the backup that was in
29 the thing says Budget and Insurance Concerns, which is
30 not backup, that's just again listing whatever it is.
31 I don't care, whoever it is, that gets up and has a
32 speciality thing that they want to talk about, that's
33 the rule that we need to know in the packet what
34 they're going to talk on. Otherwise I could talk on
35 anything I wanted to related to budget or insurance
36 concerns and it probably wouldn't be what was going to
37 be discussed. This needs to be done. If the item is
38 on the agenda and this is not done, that person should
39 not speak. Period. Thank you.
40 TOMMY DUNN: Anyone else, Mr. Harmon?
41 LEON HARMON: That's all, Mr. Chair.
42 TOMMY DUNN: Thank you. Moving on to
43 Item number 17, remarks from Council members. Ms.
44 Wilson.
45 CINDY WILSON: Oh, thank you, Mr.
46 Chairman. I think that in spite of the cold weather,
47 it sounded like there was a hot time in the old -- out
48 on the old lake this weekend. And then we had this
49 wonderful new industrial project coming, and a
50 regional headquarters. That's exciting. There's so

1 much really, really good things -- so many good things
2 that are happening in our county with so many good
3 people. It's, it's very reassuring to hear all of
4 this. Thank you.

5 TOMMY DUNN: Thank you, Ms. Wilson. Mr.
6 Crowder?

7 FRANCIS CROWDER: I have none, Chairman.

8 TOMMY DUNN: Thank you.

9 FRANCIS CROWDER: Thank you.

10 TOMMY DUNN: Mr. Cole?

11 MITCHELL COLE: Considering that just
12 recently South Carolina was on the very bottom of the
13 list of states in litter; seems like we have more
14 litter than anybody else in the country. And
15 considering that I'd like to commend Mr. Burns' staff
16 that got out and picked up trash from 85 over to
17 Highway 24. Sounded like tons of it. But I'd like to
18 just challenge anybody listening, we all need to clean
19 up on our own back door and get this county looking
20 good and continue drawing industry and the people
21 willing to pay nineteen plus an hour to get them in
22 here.

23 TOMMY DUNN: Amen. Hear, hear. Mr.
24 Allen?

25 TOM ALLEN: Yes, just one item. This
26 past weekend Pendleton High School sponsored a Junior
27 ROTC Drill competition over at the Civic Center. If
28 you haven't seen one of those it's really pretty neat.
29 They had twelve teams over there this year of high
30 school ROTC members drilling. And I'm hoping at the
31 next Council meeting we might have just a couple of
32 minutes of video to show you what they went through.
33 But it worked out real well. First year they've had
34 it. They're planning for next year already and it
35 looks like it's going to be a much bigger meet in the
36 coming years. So I enjoyed going to that and it was a
37 lot warmer than being out on the lake. So I wanted to
38 give them a little plug and hopefully we'll have
39 something at the next meeting to show. That was all I
40 had.

41 TOMMY DUNN: Thank you. Mr. Waters?

42 KEN WATERS: Yes. That was a -- the
43 ROTC, that was very interesting. And I think they had
44 somebody as far as Charlotte, maybe, come up? So
45 that's going to be a pretty good thing.

46 The Bass Masters, because of people like you
47 was the reason that was a success. You know, there's
48 not any, just one person you could just, you know,
49 name. Because people worked together so well out
50 there. It was just -- if something wasn't getting

1 done, somebody picked up and done something else. And
2 it just -- everything worked so fluid and flowed and
3 just -- it was a pleasure working with Greenville
4 County because I went to both places and watched how
5 it went. And this thing couldn't have been pulled off
6 had it not been for Anderson County and Greenville
7 County ---

8 TOMMY DUNN: And that makes what?
9 Andersonville.

10 KEN WATERS: Mr. Burns saw, he saw me,
11 I'm just now getting down off my high. I couldn't
12 stay over at the Expo because I definitely went in
13 there and spent more money than I meant to. And it
14 was just overflowing over there. The lake, everybody
15 had nothing but good comments. The cold morning, I
16 was out there at -- I'd have loved to stay out there
17 the whole time, it just -- but I had a ball.

18 But I wanted to mention this also. On the
19 ESPN 2, Saturday, March the 7th at 7 AM, they'll start
20 coverage of the Bass Masters. And so that'll go on
21 till lunch time. And I can't wait to see that,
22 because I'm hoping it's rainy and cold that same day
23 so I'll have a reason to stay in and watch it. But
24 that'll be the first time it'll air and then it'll be
25 on after that. So you can -- you know, if you missed
26 some of the stuff, you'll actually be able to see
27 that.

28 And it was -- already been some figures
29 thrown out that -- how much money they made and I
30 believe it was about twenty million dollars, Mr.
31 Burns, maybe? That this thing brought in between
32 Anderson and Greenville. And so this is going to be
33 good for us. Mr. Burns, today we looked at, what,
34 eight tournaments coming between now and June?

35 RUSTY BURNS: Eight that we've already
36 booked.

37 KEN WATERS: Okay.

38 RUSTY BURNS: Coming from June and as you
39 know, while this tournament was going on, we were --
40 people from other major tournaments were there looking
41 to see how we did this and how we performed, and we
42 secured another very large tournament that we'll be
43 working with coming up pretty quick.

44 KEN WATERS: Right, right. And not to
45 mention the people not only from our -- all across the
46 United States, we had people from Japan here and that
47 was -- I kind of tripped over that a little bit and
48 met some people from Japan. I speak Japanese fluent.

49 RUSTY BURNS: Mr. Chairman, can I say one
50 thing?

1 TOMMY DUNN: Yes, sir.
2 RUSTY BURNS: People don't know this and
3 Mr. Waters probably doesn't want me to say this, but
4 I'm going to tell you this. We had one of our
5 Japanese visitors who had a slight heart ailment while
6 we were out there and Mr. Waters went with him to the
7 hospital and sat in the waiting room with his friends.
8 So just to let you know how people went out of their
9 way, Mr. Waters was sitting in the emergency room
10 helping those people get oriented and straightened out
11 and he didn't have to do that.
12 TOMMY DUNN: He didn't have to do it,
13 that's right. And made sure they got to the hospital
14 is a good thing. That is -- was an outstanding, shows
15 the kind of person he is, even though those people's
16 computer probably will never work again. That's
17 beside the point.
18 KEN WATERS: The gentleman -- it
19 appeared the gentleman was going to be okay after
20 that, too. Just the cold weather. And they've got an
21 Anderson County flag in Japan now. We probably need
22 to go home because I could talk about this all night.
23 Thank you very much. I appreciate that.
24 TOMMY DUNN: Thank you, Mr. Waters.
25 Just got a quick few things on business. I know we
26 had bad weather, and looks we're going to have bad
27 weather this week, but Mr. Chairman, if you would, Mr.
28 Allen, get your airport committee together. I know me
29 and you have talked. We've got a -- I think to have a
30 vibrant county you've got to have a vibrant airport
31 and I'd like to see it up. And I'd like -- Mr. Allen
32 if y'all hadn't, to look at our fee structure out
33 there. You know, we've gotten some empty things. A
34 county or two around us is -- say they've got a
35 waiting list, so we need to see what we can do on
36 that. And ---
37 KEN WATERS: Could I mention something
38 on that?
39 TOMMY DUNN: Yes, sir.
40 KEN WATERS: On the airport there. Last
41 week during the ice storm, the Duke Energy Corporate
42 helicopter flew in out there during the ice storm.
43 TOMMY DUNN: I wished I'd have known it.
44 KEN WATERS: Well, I didn't want to tell
45 you.
46 TOMMY DUNN: It needs to go up.
47 TOM ALLEN: Also, Mr. Chairman ---
48 TOMMY DUNN: That's an inside one for me
49 and Mr. Waters.
50 TOM ALLEN: In addition on the airport,

1 I'm going to put in an early plug now for May 27th.
2 Going to be a huge air show out there with ---

3 TOMMY DUNN: Please do, Mr. Allen,
4 please do.

5 TOM ALLEN: --- Snowbirds and a lot of
6 other activities going on out there. It's going to be
7 a great show and we're going to start early
8 publicizing it. Thank you.

9 TOMMY DUNN: And I thank you for that
10 plug because that's -- that is wonderful things going
11 on, as Ms. Wilson says, a lot of good stuff going on
12 in Anderson County.

13 I would just like to touch briefly on the
14 Bass Masters as Mr. Waters has done so adequately, but
15 I hope -- look forward to hearing the numbers to come
16 back and see -- I've talked to Mr. Norman about
17 getting those numbers back about what it -- the impact
18 it has on Anderson County. None this long, as me and
19 Mr. Burns talked about it -- just getting, landing
20 these other tournaments to come here because there was
21 people that watched that. It's going to be huge. And
22 the people I know wish this thing could have happened
23 all in Anderson and not had to share this, but we just
24 couldn't. Greenville County -- as I said conversation
25 -- Greenville County couldn't have this -- they had to
26 have the TD Center and the Old Bi-Lo Center to have
27 this event. So we couldn't have had this at the Civic
28 Center. Just wasn't big enough. Greenville also paid
29 a pretty good few dollars to get them to have it --
30 come to Greenville. But Anderson got its part and
31 sharing things and hope as it comes on the light even
32 shine a little bit brighter on Anderson as it goes up.
33 Real happy. But my biggest thing is the volunteers.
34 I went out to the airport Saturday morning real early
35 before the boat launch and seen the people out there
36 working. Working at the Green Pond boat landing and
37 other places. All the people that worked over, the
38 county staff and everything, just tremendously. Out
39 there icing the -- de-icing I should say, the landing
40 at the Green Pond boat landing, the workers and all.
41 Just outstanding. This was truly a team effort and
42 all under the directions of Mr. Burns. Every time I
43 went out there and seen, I mean, there's no telling
44 how many hours of meetings -- the things -- some
45 people think things just happen. I'm a firm believer
46 it don't. You got to plan. You can't plan for
47 everything, but you can have a contingency plan, when
48 that don't happen something's going to happen, and the
49 hours of meetings Mr. Burns and his staff had getting
50 this thing pulled off and working with people, and as

1 Mr. Waters alluded to earlier, things didn't go
2 exactly right some time. But they adapted and went
3 and the people out there watching never known there
4 was any problems. And I'm going to tell you, the bus
5 thing and doing at the airport I thought worked
6 wonderful. And when I say partnerships, even the
7 school districts. School district 1, school district
8 5 with the buses, helping out and everything, Senior
9 Solutions buses, just tremendously, and all the staff
10 on this. Just can't say enough.

11 I also want to put a plug in for our staff
12 about the weather. They worked tremendously past the
13 -- this past week in unfortunate weather and looks
14 like we might have some more coming up, and the job
15 that they do to keep our roads out and on a phone
16 call, we're very fortunate to have the staff that we
17 do and let's keep them in our thoughts and prayers as
18 we have this bad weather.

19 Would like to remind the Council members -- I
20 know everybody can't make it, but the ones that can,
21 we've got an Innovate Anderson meeting at 8 o'clock
22 and I think we might have some issues coming up with
23 Innovate Anderson in the near future, it might be good
24 to go to a meeting. I'm going to try to go, might be
25 a little bit -- have to leave early -- I got a dental
26 appointment that morning and another meeting. But I
27 am going to try to tend to it. Kind of think it'll be
28 good to sort of see what's going on. I've heard when
29 I made some comments about it, they asked me when the
30 last time I made a meeting so I'm going to try to make
31 one and see what's going on.

32 And we are very fortunate in Anderson as we
33 had this company tonight we voted on. I hope it's the
34 first thing -- first step in getting them to come to
35 Anderson to close the deal on that, I hope. And we've
36 gotten some very big things in the near future, I
37 hope, we're working on to come through.

38 And don't forget we've got a spec building
39 out here that's getting a lot of interest in it and
40 bringing us people up and coming on out and getting
41 some things, so very exciting time in Anderson County
42 and about getting our -- getting jobs for people and
43 for our citizenry. And got a good environment right
44 now with the citizens working together, staff, and our
45 partners throughout -- our school districts, Tri-
46 County Tech, Anderson University, makes all this
47 happen. And that's what we need. We need to keep our
48 atmosphere we can all work together and keep things
49 going.

50 I appreciate each and everyone of y'all.

1 Please be careful going home and be careful throughout
2 the week. Meeting be adjourned.

3
4

(MEETING ADJOURNED AT 7:34 P.M.)

5,

Kim A. Poulin

From: Misty Nicholson <ni_misty@bellsouth.net>
Sent: Friday, February 27, 2015 9:30 AM
To: Kim A. Poulin
Cc: Misty Nicholson
Subject: Trooper Nicholson K9 Fund

Hi Kim,
Please let me know if this ok and if you received it:

The Trooper Nicholson K9 Fund was founded in late 2009 in anticipation of the 10th anniversary of Trooper Eric Nicholson's death in December 2010. The idea was to raise money and donate a K9 in his memory. The response was overwhelming and within a few weeks we had enough money to donate a second dog. The community and law enforcement response was so positive we decided to continue the K9 Fund and it has grown to what it is today.

Since the inception we have raised funds and donated a total of 4 K9s to upstate law enforcement agencies. Our 5th dog, the one we are currently working on raising funds for, will be donated to the Anderson County Sheriff's Office and specifically Deputy Creamer. After losing K9 Bolt unexpectedly in December we understand there is a need and the K9 team is not at full capacity. We have partnered with the Upstate Defenders MC to raise funds as quickly as possible to get a K9 back on the road. Each K9 costs approximately \$13,000 trained. You can see that these K9s are quite an investment but the return on public and officer safety is well worth the price. You can learn more about the Trooper Nicholson K9 Fund and what we do at our website

www.troopernicholsonk9fund.org

Thank you,
Misty Nicholson
Founder and Surviving Spouse

AGENDA BACK UP FOR COUNTY COUNCIL DISTRICT TWO:

BUDGET AND INSURANCE CONCERNS

6
1082



Tommy Dunn
Chairman
Council District 5

Ken Waters
Vice-Chairman
Council District 6

Francis M. Crowder, Sr.
Council District 1

Gracie S. Floyd
Council District 2

J. Mitchell Cole
Council District 3

Thomas F. Allen
Council District 4

M. Cindy Wilson
Council District 7

Kimberly A. Poulin
Clerk to Council

Rusty Burns
County Administrator

TO: The Honorable Members of County Council
FROM: Ms. Rita Davis, Finance Manager
SUBJECT: Retiree Health Reimbursement Accounts
DATE: February 17, 2015

In regards to retiree health reimbursement accounts, the following info is provided:

- County Council voted to amend Section 55 of the Anderson County Code of Ordinances in November 2008 to allow for Health Reimbursement Accounts (HRA). Retirees can access their account to pay for allowable medical expenses. The Plan was effective January 1, 2009.
- The County contracted with a Third-Party Administrator (TPA) to handle the accounts and process claims at that time.
- The contract was good for one year with five one-year renewable options.
- The County bid out the TPA services since the original contract expired and Council awarded the contract to another company.
- The County has been working with them transitioning the accounts to the new company.
- There are approximately 930 new accounts that needed to be set up.
- The County will save approximately \$26,000 annually by Council approving the new company.
- Most if not all of the accounts have been set up and retirees are getting reimbursed for their claims.
- Nobody's insurance lapsed as a result of the transition.

Post Office Box 8002
Anderson, SC 29622-8002
864.260.4224
864.260.1046 fax
www.andersoncountysc.org

7.
a.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR ANDERSON COUNTY
ORDINANCE NUMBER 2015 - 006

AUTHORIZING PURSUANT TO TITLE 4, CHAPTER 1 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, THE EXPANSION OF THE BOUNDARIES OF THE JOINT COUNTY INDUSTRIAL AND BUSINESS PARK JOINTLY DEVELOPED WITH GREENVILLE COUNTY, SOUTH CAROLINA TO INCLUDE CERTAIN REAL PROPERTY LOCATED IN ANDERSON COUNTY, SOUTH CAROLINA; THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT BY AND AMONG ANDERSON COUNTY, SOUTH CAROLINA, PROJECT UPSTATE AND LANDLORD, TO PROVIDE FOR INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Anderson County ("County"), acting by and through its County Council ("County Council"), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act"), to (i) jointly develop a multi-county industrial park with a county having coterminous borders with the County; (ii) in the County's discretion, include within the boundaries of the multi-county industrial park the property of qualifying companies; and (iii) accept payments in lieu of taxes with respect to that property located in the multi-county industrial park;

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant a credit ("Infrastructure Credit") to a company located in a multi-county industrial park against the company's payments in lieu of tax as a reimbursement for qualifying expenditures made by the company for the cost of designing, acquiring, constructing, improving or expanding infrastructure serving the company's project or the County and for improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County ("Infrastructure");

WHEREAS, pursuant to the authority provided in the Act, the County has previously developed a Joint County Industrial and Business Park ("Park") with Greenville County, South Carolina ("Greenville") and executed an "Agreement for Development of Joint County Industrial Park," dated effective as of December 1, 2010, as amended ("Master Park Agreement");

WHEREAS, pursuant to the Master Park Agreement and the Act, real and personal property having a *situs* in the Park is exempt from all *ad valorem* taxation, however, the owners or lessees of the real and personal property are obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of property within the Park ("Fee Payment");

WHEREAS, the Tenant (through a lease with the Landlord) has agreed to establish, equip and maintain a new commercial facility within the County ("Project") on property more particularly described on Exhibit A ("Property"). The Tenant reasonably expects that it will make (or cause to be made through the Landlord) real estate capital investments, in previously untaxed property, at the Project of \$12,427,913 ("Real Estate Commitment"), which capital investments qualify as Infrastructure under the Act;

WHEREAS, the Tenant reasonably expects it will also invest an additional \$1,125,550 in personal property at the Project (the "Personal Property Commitment");

WHEREAS, the Tenant anticipates that it will create 147 new full-time jobs paying an average of \$19.72 per hour within the first two years after the Project has been placed in service (the “Jobs Commitment”) in connection with the Project;

WHEREAS, the Project is expected to provide significant economic benefits to the County and surrounding areas;

WHEREAS, as an inducement to locate the Project in the County, the County desires to expand the boundaries of the Park and amend the Master Park Agreement to include in the Park the Property; and

WHEREAS, as an inducement to the Company to locate the Project in the County, the County desires to grant Infrastructure Credits against the Company’s payments in lieu of taxes on the Project in lieu of a FILOT incentive; and

WHEREAS, the terms and conditions of the Infrastructure Credit are more fully described in the Infrastructure Credit Agreement (“Credit Agreement”) attached hereto as Exhibit B.

THE COUNTY COUNCIL OF ANDERSON COUNTY, SOUTH CAROLINA, ORDAINS:

Section 1. There is hereby authorized an expansion of the Park boundaries and an amendment to the Master Park Agreement to include the Property. The County Council Chair (“Chair”), or the Vice Chair in the event the Chair is absent, the County Administrator and the Clerk to the County Council are hereby each separately authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the Master Agreement, the expansion of the Park’s boundaries to include the Property is complete upon the adoption of this Ordinance by the County Council and a companion ordinance by the Greenville County Council.

Section 2. The form and terms of the Credit Agreement, attached as Exhibit B that is before this meeting are approved and all of the Credit Agreement’s terms are incorporated in this Ordinance by reference as if the Credit Agreement was set out in this Ordinance in its entirety.

Section 3. The Chair is authorized and directed to execute the Credit Agreement, subject to the approval of any revisions, which are not materially adverse to the County, by the County Administrator and counsel to the County, and the Clerk of the County Council is authorized and directed to attest the Credit Agreement; and the County Administrator is further authorized and directed to deliver the Credit Agreement to the Company.

Section 4. The County Administrator (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to take whatever further actions and execute whatever further documents as the County Administrator (and his designated appointees) deems to be reasonably necessary and prudent to effect the intent of this Ordinance.

Section 5. The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. This Ordinance is effective after its third reading and public hearing.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman
Anderson County Council

(SEAL)
ATTEST:

Kimberly A. Poulin, Clerk to Council
Anderson County Council

Approved as to form:

Leon C. Harmon, County Attorney

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

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B
FORM OF CREDIT AGREEMENT

INFRASTRUCTURE CREDIT AGREEMENT

among

ANDERSON COUNTY, SOUTH CAROLINA

PROJECT UPSTATE

and

[LANDLORD]

_____, 2015

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of [____], 2015 (“Agreement”), among ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), PROJECT UPSTATE (“Tenant”), a _____, and [LANDLORD], a _____ (“Landlord” and with the Tenant and the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) jointly develop a multi-county industrial park with a county having coterminous borders with the County; (ii) in the County’s discretion, include within the boundaries of the multi-county industrial park the property of qualifying companies and (iii) accept payments in lieu of taxes with respect to that property located in the multi-county industrial park;

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant a credit (“Infrastructure Credit”) to a Tenant or Landlord (or both) located in a multi-county industrial park against the Tenant or Landlord’s payments in lieu of tax as a reimbursement for qualifying expenditures made by the Tenant or Landlord for the cost of designing, acquiring, constructing, improving or expanding (i) infrastructure serving the Tenant or Landlord’s project or the County and (ii) for improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, the “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has previously developed a joint county industrial and business park (“Park”) with Greenville County, South Carolina (“Greenville”) and executed an “Agreement for Development of Joint County Industrial Park,” dated effective as of December 1, 2010, as amended (“Master Park Agreement”);

WHEREAS, pursuant to the Master Park Agreement and the Act, real and personal property having a *situs* in the Park is exempt from all *ad valorem* taxation, however, the owners or lessees of the real and personal property are obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of property within the Park (“Fee Payment”);

WHEREAS, the Tenant (through a lease with the Landlord) has agreed to establish, equip and maintain a new commercial facility within the County (“Project”) on property more particularly described on Exhibit A (“Property”). The Tenant reasonably expects that it will make (or cause to be made through the Landlord) real estate capital investments, in previously untaxed property, at the Project of \$12,427,913 (“Real Estate Commitment”), which capital investments qualify as Infrastructure under the Act;

WHEREAS, the Tenant reasonably expects it will also invest an additional \$1,125,550 in personal property at the Project (the “Personal Property Commitment”);

WHEREAS, the Tenant anticipates that it will create 147 new full-time jobs, with benefits, paying an average of \$19.72 per hour within the first two years after the Project has been placed in service (the "Jobs Commitment") in connection with the Project;

WHEREAS, pursuant to the County's Ordinance No. _____ ("Ordinance"), the County authorized the expansion of the boundaries of the Park and an amendment to the Master Park Agreement to (i) include the Property and the Project in the Park and (ii) extend the term of the Park through the Term of this Agreement, as defined below; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement and agreed to provide Infrastructure Credits for a period of 10 years ("Term") against the Tenant's and Landlord's Fee Payments on the Project to reimburse the Tenant and Landlord for qualifying expenditures on Infrastructure, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County, the Tenant and the Landlord agree as follows:

ARTICLE I REPRESENTATIONS

SECTION 1.01. Representations by the County. The County makes the following representations:

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

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

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

(d) The County has included the Project and the Property in the Park and authorized the extension of the term of the Park through the Term of this Agreement; and

(e) The County enters into this Agreement for the purpose of promoting the economic development of the County.

SECTION 1.02. Representations by Tenant. Tenant makes the following representations:

(a) Tenant is a _____ duly organized, validly existing, and in good standing, under the laws of the State of _____, has power to enter into this Agreement, and by proper action has authorized the officials signing this Agreement to execute and deliver it; and

(b) The Infrastructure Credits provided by the County in the manner set forth in this Agreement have been instrumental in inducing Tenant to invest in the Project in the County and to cause Tenant to enter into the lease with Landlord.

SECTION 1.03. Representations by Landlord. Landlord makes the following representations:

(a) Landlord is a _____ duly organized, validly existing, and in good standing, under the laws of the State of South Carolina, has power to enter into this Agreement, and by proper action has authorized the officials signing this Agreement to execute and deliver it.

**ARTICLE II
INFRASTRUCTURE CREDITS**

SECTION 2.01. Infrastructure Commitment. The Tenant shall (a) meet the Real Estate Commitment, and (b) the Personal Property Commitment, and (c) the Jobs Commitment (collectively, the "Commitments") all on or before the end of the second calendar year (i.e. December 31) following the end of the calendar year in which the Project is first placed in service (the "Commitment Date"). By way of example, if the Project is placed in service June, 2016, the Commitments must be met on or before December 31, 2018. The Project shall be deemed to be placed in service in the calendar year in which the Certificate of Occupancy is issued.

The Real Estate Commitment and Personal Property Commitment shall be measured by the total reported cumulative investment as reported by the Tenant and the Landlord on the annual filings of a SCDOR PT-100, or comparable forms with the South Carolina Department of Revenue ("DOR") or the County in the applicable year plus the cost of construction of any Infrastructure if not reported by the Landlord or Tenant on a form provided by DOR. The Jobs Commitment shall be measured by the Tenant delivering a copy of its payroll (with confidential information such as Social Security Numbers redacted) on or before the Commitment Date, and a calculation showing the average hourly rate.

SECTION 2.02. Infrastructure Credits.

(a) Commencing with the first Fee Payments applicable to the property tax year in which the Project is reported after being placed in service and ending with the eleventh (11th) Fee Payment after that, the County shall provide an annual Infrastructure Credit in an amount equal to thirty percent (30%) of the Fee Payments, so that a total of ten (10) annual Infrastructure Credits shall be provided to the Landlord and the Tenant.

The Tenant and/or Landlord shall remit the Fee Payment net of the Infrastructure Credit to the County.

(b) If subsection 2.02(a) is found to be invalid by a court of competent jurisdiction, the County agrees to provide the Tenant and Landlord with a credit in an amount and for a term that is valid pursuant to such court ruling, but in no event may the value of the valid benefit exceed the value of the invalid benefit offered to the Tenant under this Agreement.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PAYABLE BY THE COUNTY SOLELY FROM THE FEE PAYMENTS DERIVED BY THE COUNTY FROM THE TENANT AND THE LANDLORD PURSUANT TO THE MASTER PARK AGREEMENT, AND DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY

CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF NEITHER THE COUNTY NOR ANY MUNICIPALITY ARE PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(d) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments received from the Tenant. The County shall not be required to provide the Infrastructure Credits except with respect to the Fee Payments received from the Tenant and the Landlord.

(e) In the event that the Tenant fails to reach one or more of the Commitments by the Commitment Date, the Infrastructure Credit shall, as of such date, drop to 15% (prospectively only) and will end if by the second anniversary of the Commitment Date the Commitments have not been met by then, provided however, that for the Jobs Commitment only ninety percent (90%) of the Jobs Commitment number needs to be reached in order for it to be satisfied.

For example, if the Certificate of Occupancy was issued in June of 2016, and by December 31, 2018 the Commitments have not been met, the Infrastructure Credit for the taxes due on or before January 15, 2019 (i.e. 2018 tax year) shall be 15%. If by December 31, 2020, the Commitments still have not been met, the Infrastructure Credit shall terminate altogether. If the Commitments are met by December 31, 2019, the Infrastructure Credit shall be increased to 30% so that the taxes due on January 15, 2020 (tax year 2019) shall be reduced by 30%.

There shall be no rebate of any past Infrastructure Credits received by Tenant or Landlord to the County, nor shall the Tenant or Landlord be entitled to a return of any lost Infrastructure Credits as a result of failure to meet the Commitments.

(f) The Tenant will certify to the County the level of achievement the Commitments on or before the Commitment Date and annually thereafter until the Commitments are achieved. Once the 100% achievement of the Commitments is certified, there shall be no further obligation to maintain any of the Commitments by Landlord or Tenant.

(g) Prior to the first year's Infrastructure Credit to be credited against the Fee Payments received from the Tenant and the Landlord, the Tenant shall certify the cumulative total amount of the costs of the Infrastructure incurred as of December 31 of the year to which such Fee Payments relate. For example, should the Tenant elect to first apply the Infrastructure Credit against the 2018 fee in lieu of tax bills of the Tenant and the Landlord which would be due on or before January 15, 2019 (i.e. 2018 tax year), the Tenant will certify to the County the cumulative amount of the costs of the Infrastructure as of December 31, 2017. The form of such certification is attached hereto as Exhibit B and shall be accompanied by any supporting details as the County may reasonably request. The Tenant shall re-certify the cumulative amount of the costs of Infrastructure incurred if, in any year in which an Infrastructure Credit is to be applied, the cumulative amount of the Infrastructure Credits previously received and proposed to be

received in a given year will exceed the cumulative costs of the Infrastructure incurred as previously certified.

(h) Notwithstanding any other provision of this Agreement, the Tenant acknowledges and agrees that the County's obligation to provide the Infrastructure Credit ends if the Tenant ceases operations (a "Cessation of Operations"). For purposes of this Agreement, a Cessation of Operations means closure of the Project or the cessation of distribution and shipment of products to customers for a continuous period of twelve (12) months.

(i) Any amount owing pursuant to Section 2.02 shall be paid within 30 days of the Commitment Date, and any such amount shall be subject to the minimum amount of interest that the Act may require in the case of a repayment of any taxes as a result of a failure to qualify for fee in lieu of taxes.

(j) Neither the Tenant nor the Landlord shall claim any abatement of *ad valorem* property taxes to which it might otherwise be entitled with respect to any property for which an Infrastructure Credit is provided by the County.

SECTION 2.03. Allocation of Credit

(a) The Infrastructure Credit is deemed to reimburse the Landlord and Tenant first for any Infrastructure expenditures related to real property necessary to serve the Project, thereby avoiding the application of the recapture provisions in Section 4-29-68(A)(2)(ii)(a) of the Code. Upon request of the Tenant, the County shall reduce the Landlord's annual Fee Payments by the dollar amount of the annual Infrastructure Credit that the Tenant is entitled to and, in such case, Tenant shall not receive the Infrastructure Credit against the Tenant's annual Fee Payment.

(b) If the Infrastructure Credit is nonetheless used as a reimbursement for expenditures related to personal property and the Tenant removes or disposes of personal property from the Project during the term of the Master Park Agreement, then, pursuant to the Act, as applicable, the Tenant is required to continue to pay the Fee Payment due on the removed personal property for the two property tax years following the year in which the Tenant removes the personal property from the Project. The amount of the Fee Payment due on the removed personal property under this section is equal to the Fee Payment due on the removed personal property for the property tax year in which the Tenant removes or disposes of the personal property. If the Tenant replaces the removed property with qualifying replacement property, as defined in the Act, then the removed personal property is deemed not to have been removed from the Projects.

SECTION 2.04. Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Tenant and Landlord on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Tenant and Landlord.

ARTICLE III DEFAULTS AND REMEDIES

SECTION 3.01. Events of Default. If any Party fails duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such Party to be performed (except for the failure to meet the Commitments, the remedies for

which are spelled out in Section 2.02 hereof), which, except as otherwise provided in this Agreement, failure shall continue for a period of 30 days after written notice by the other Party specifying the failure and requesting that it be remedied is given to the defaulting Party by certified mail, return receipt requested, then such Party is in default under this Agreement ("Event of Default").

SECTION 3.02. Legal Proceedings by Tenant, Landlord, and County. On the happening of any Event of Default by a Party, then and in every such case the other Party, in its discretion may:

- (1) terminate this Agreement;
- (2) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the defaulting Party to perform its duties under the Act and this Agreement;
- (3) bring suit upon this Agreement;
- (4) exercise any or all rights and remedies in effect in the State of South Carolina, or other applicable law; or
- (5) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 3.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved either to the Tenant or Landlord or County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 3.04. Nonwaiver. No delay or omission of the Tenant or Landlord or County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article III to the Tenant or Landlord or County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

SECTION 4.01. Examination of Records; Confidentiality.

(a) The Tenant or Landlord agrees that the County and its authorized agents shall have the right at all reasonable times and on prior reasonable notice to enter and examine the Project and to have access to and examine all the Tenant's or Landlord's books and records pertaining to the Project, but only in each case for the sole purpose of verifying compliance with the Commitments. The Tenant or Landlord may prescribe reasonable and necessary terms and conditions of the County's right to examination and inspection of the Project and the Tenant or Landlord's books and records pertaining to the Project. The terms and conditions of the Tenant

or Landlord may include those necessary to protect the Tenant or Landlord's confidentiality and proprietary rights.

(b) The County, and County Council, acknowledges and understands that the Tenant and Landlord may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, financial, sales or other information concerning the Tenant or Landlord's operations ("Confidential Information") and that any disclosure of the Confidential Information would result in substantial harm to the Tenant or Landlord and could thereby have a significant detrimental impact on the Tenant or Landlord's employees and also upon the County. Therefore, except as required by law, the County, and County Council, agrees to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Tenant or Landlord, its agents or representatives. The County, and County Council, shall not disclose and shall cause all employees, agents and representatives of the County not to disclose the Confidential Information to any person other than in accordance with the terms of this Agreement.

SECTION 4.02. Indemnity Covenants.

(a) To the extent of its negligence or the negligence of Landlord or any Third Parties (as defined below), the Tenant shall and agrees to indemnify and save the County, including the members of the governing body of the County, and the employees, officers and agents of the County (herein collectively referred to as the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm, company or legal entity arising from the conduct or management of, or from any work or thing done on the Project during the Term, and, the Tenant further, to the extent of its negligence or the negligence of the Landlord or any Third Parties (as defined below), shall indemnify and save the Indemnified Parties harmless against and from all claims arising from any act, error or omission occurring during the Term from: (i) any condition of the Project, (ii) any breach or default on the part of the Tenant in the performance of any of its obligations under this Agreement, (iii) any act of the Tenant or any of its agents, contractors, servants, employees or licensees, related to the Project, (iv) any act of any assignee or sublessee of the Tenant, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Tenant, related to the Project (such third parties under (iii) and (iv) being collectively referred to as "Third Parties"), or (v) any environmental violation, condition, or effect of, upon or caused by the Project. the Tenant shall indemnify, defend and save the Indemnified Parties 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 an Indemnified Party, the Tenant shall defend it in any such action, prosecution or proceeding, with counsel reasonably acceptable to the County.

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties not incur pecuniary liability by reason of the terms of this Agreement and related to Tenant's, Landlord's or Third Parties' negligence, or the undertakings required of the County hereunder, by reason of the execution of this Agreement, by reason of the performance of any act requested of it by the Tenant, or by reason of the operation of the Project by the Tenant and related to Tenant's, Landlord's or Third Parties' negligence, including all claims, liabilities or losses, insofar as such claims, liabilities or losses result from Tenant's, Landlord's or Third Parties' negligence, arising in connection with the violation of any statutes or regulations pertaining to

the foregoing, nevertheless, if the Indemnified Parties should incur any such pecuniary liability, then in such event the Tenant shall indemnify and hold them harmless against all claims, resulting from Tenant's or Third Parties' negligence, by or on behalf of any person, firm, corporation or other legal entity, arising out of the same, and all costs and expenses, including, but not limited to, attorneys fees, incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Tenant shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Tenant shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Tenant has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Tenant reasonably determines that a conflict of interest exists between the County and the Tenant, the County may, with the approval of Tenant, such approval not to be unreasonably withheld, hire independent counsel to pursue its own defense, and the Tenant shall be liable for the reasonable cost of such counsel.

These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

SECTION 4.03 Successors and Assigns. All covenants, stipulations, promises, and agreements contained in this Agreement, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 4.04. Provisions of Agreement for Sole Benefit of County and Tenant or Landlord. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the County and the Tenant and Landlord any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Tenant and Landlord.

SECTION 4.05. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 4.06. No Liability for Personnel of County or Tenant or Landlord. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any member, agent, or employee of the County or its governing body or the Tenant or Landlord or any of its officers, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement is liable personally on the Credits or the Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 4.07. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) personally delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, return receipt requested, postage prepaid, addressed as follows:

- (a) if to the County: Anderson County, South Carolina
Attn: Anderson County Administrator
101 South Main Street
Anderson, South Carolina 29621
Fax: _____

- (b) with a copy to Anderson County Attorney
101 South Main Street
Anderson, South Carolina 29621
Fax: _____

- (c) if to the Tenant: _____

Fax: _____

- (d) if to the Landlord: _____

Fax: _____

- (e) with a copy to Haynsworth Sinkler Boyd, P.A.
(does not constitute notice): 1201 Main Street, Suite 2200
Post Office Box 11889
Columbia, South Carolina 29211-1889
Fax: (803) 765-1243

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

SECTION 4.07. Administrative Fees.

(a) The Tenant shall reimburse the County for reasonable expenses, including, reasonable attorneys' fees, related to (i) review and negotiation of this Agreement, (ii) review and negotiation of any other documents related to the Project, or (iii) the Project itself (collectively, "Transaction"), in an amount not to exceed \$5,000.

SECTION 4.08. Merger. This Agreement constitutes the entire agreement among the Parties with respect to the matters contemplated in it, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had among the Parties are merged herein.

SECTION 4.09. Agreement to Sign Other Documents. The County agrees that it will from time to time upon request and expense of the Tenant execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of South Carolina.

SECTION 4.10. Agreement's Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

SECTION 4.11. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement.

SECTION 4.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 4.13. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 4.14. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

SECTION 4.15. Termination. This Agreement terminates on the expiration of the Term.

***[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]***

IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be hereunto affixed and attested, effective the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chair,
Anderson County Council

(SEAL)
ATTEST:

Kimberly A. Poulin, Clerk to Council
Anderson County Council

IN WITNESS WHEREOF, _____ and _____ have caused this Agreement to be executed by their authorized officers, effective the day and year first above written.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT A
DESCRIPTION OF PROPERTY

[TO BE PROVIDED]

EXHIBIT B

**CERTIFICATE AS TO CUMULATIVE INVESTMENT IN
COST OF INFRASTRUCTURE**

I _____, the _____ of _____ (the
"Tenant"), do hereby certify to Anderson County that as of _____, the Tenant and
_____ (the "Landlord") have invested a cumulative amount of at least \$ _____
in the costs of Infrastructure at the Project, as such terms are defined in the Infrastructure Credit
Agreement among Anderson County, South Carolina, the Tenant and the Landlord, dated as of
_____, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand, this Certificate to be dated the
___ day of _____, 20__.

8.
b

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR ANDERSON COUNTY
ORDINANCE NUMBER 2015 - 006

AUTHORIZING PURSUANT TO TITLE 4, CHAPTER 1 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, THE EXPANSION OF THE BOUNDARIES OF THE JOINT COUNTY INDUSTRIAL AND BUSINESS PARK JOINTLY DEVELOPED WITH GREENVILLE COUNTY, SOUTH CAROLINA TO INCLUDE CERTAIN REAL PROPERTY LOCATED IN ANDERSON COUNTY, SOUTH CAROLINA; THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT BY AND AMONG ANDERSON COUNTY, SOUTH CAROLINA, PROJECT UPSTATE AND LANDLORD, TO PROVIDE FOR INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Anderson County ("County"), acting by and through its County Council ("County Council"), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act"), to (i) jointly develop a multi-county industrial park with a county having coterminous borders with the County; (ii) in the County's discretion, include within the boundaries of the multi-county industrial park the property of qualifying companies; and (iii) accept payments in lieu of taxes with respect to that property located in the multi-county industrial park;

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant a credit ("Infrastructure Credit") to a company located in a multi-county industrial park against the company's payments in lieu of tax as a reimbursement for qualifying expenditures made by the company for the cost of designing, acquiring, constructing, improving or expanding infrastructure serving the company's project or the County and for improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County ("Infrastructure");

WHEREAS, pursuant to the authority provided in the Act, the County has previously developed a Joint County Industrial and Business Park ("Park") with Greenville County, South Carolina ("Greenville") and executed an "Agreement for Development of Joint County Industrial Park," dated effective as of December 1, 2010, as amended ("Master Park Agreement");

WHEREAS, pursuant to the Master Park Agreement and the Act, real and personal property having a *situs* in the Park is exempt from all *ad valorem* taxation, however, the owners or lessees of the real and personal property are obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of property within the Park ("Fee Payment");

WHEREAS, the Tenant (through a lease with the Landlord) has agreed to establish, equip and maintain a new commercial facility within the County ("Project") on property more particularly described on Exhibit A ("Property"). The Tenant reasonably expects that it will make (or cause to be made through the Landlord) real estate capital investments, in previously untaxed property, at the Project of \$12,427,913 ("Real Estate Commitment"), which capital investments qualify as Infrastructure under the Act;

WHEREAS, the Tenant reasonably expects it will also invest an additional \$1,125,550 in personal property at the Project (the "Personal Property Commitment");

WHEREAS, the Tenant anticipates that it will create 147 new full-time jobs paying an average of \$19.72 per hour within the first two years after the Project has been placed in service (the "Jobs Commitment") in connection with the Project;

WHEREAS, the Project is expected to provide significant economic benefits to the County and surrounding areas;

WHEREAS, as an inducement to locate the Project in the County, the County desires to expand the boundaries of the Park and amend the Master Park Agreement to include in the Park the Property; and

WHEREAS, as an inducement to the Company to locate the Project in the County, the County desires to grant Infrastructure Credits against the Company's payments in lieu of taxes on the Project in lieu of a FILOT incentive; and

WHEREAS, the terms and conditions of the Infrastructure Credit are more fully described in the Infrastructure Credit Agreement ("Credit Agreement") attached hereto as Exhibit B.

THE COUNTY COUNCIL OF ANDERSON COUNTY, SOUTH CAROLINA, ORDAINS:

Section 1. There is hereby authorized an expansion of the Park boundaries and an amendment to the Master Park Agreement to include the Property. The County Council Chair ("Chair"), or the Vice Chair in the event the Chair is absent, the County Administrator and the Clerk to the County Council are hereby each separately authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the Master Agreement, the expansion of the Park's boundaries to include the Property is complete upon the adoption of this Ordinance by the County Council and a companion ordinance by the Greenville County Council.

Section 2. The form and terms of the Credit Agreement, attached as Exhibit B that is before this meeting are approved and all of the Credit Agreement's terms are incorporated in this Ordinance by reference as if the Credit Agreement was set out in this Ordinance in its entirety.

Section 3. The Chair is authorized and directed to execute the Credit Agreement, subject to the approval of any revisions, which are not materially adverse to the County, by the County Administrator and counsel to the County, and the Clerk of the County Council is authorized and directed to attest the Credit Agreement; and the County Administrator is further authorized and directed to deliver the Credit Agreement to the Company.

Section 4. The County Administrator (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to take whatever further actions and execute whatever further documents as the County Administrator (and his designated appointees) deems to be reasonably necessary and prudent to effect the intent of this Ordinance.

Section 5. The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. This Ordinance is effective after its third reading and public hearing.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman
Anderson County Council

(SEAL)
ATTEST:

Kimberly A. Poulin, Clerk to Council
Anderson County Council

Approved as to form:

Leon C. Harmon, County Attorney

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

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B
FORM OF CREDIT AGREEMENT

INFRASTRUCTURE CREDIT AGREEMENT

among

ANDERSON COUNTY, SOUTH CAROLINA

PROJECT UPSTATE

and

[LANDLORD]

_____, 2015

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of [____], 2015 (“Agreement”), among ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), PROJECT UPSTATE (“Tenant”), a _____, and [LANDLORD], a _____ (“Landlord” and with the Tenant and the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) jointly develop a multi-county industrial park with a county having coterminous borders with the County; (ii) in the County’s discretion, include within the boundaries of the multi-county industrial park the property of qualifying companies and (iii) accept payments in lieu of taxes with respect to that property located in the multi-county industrial park;

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant a credit (“Infrastructure Credit”) to a Tenant or Landlord (or both) located in a multi-county industrial park against the Tenant or Landlord’s payments in lieu of tax as a reimbursement for qualifying expenditures made by the Tenant or Landlord for the cost of designing, acquiring, constructing, improving or expanding (i) infrastructure serving the Tenant or Landlord’s project or the County and (ii) for improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, the “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has previously developed a joint county industrial and business park (“Park”) with Greenville County, South Carolina (“Greenville”) and executed an “Agreement for Development of Joint County Industrial Park,” dated effective as of December 1, 2010, as amended (“Master Park Agreement”);

WHEREAS, pursuant to the Master Park Agreement and the Act, real and personal property having a *situs* in the Park is exempt from all *ad valorem* taxation, however, the owners or lessees of the real and personal property are obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of property within the Park (“Fee Payment”);

WHEREAS, the Tenant (through a lease with the Landlord) has agreed to establish, equip and maintain a new commercial facility within the County (“Project”) on property more particularly described on Exhibit A (“Property”). The Tenant reasonably expects that it will make (or cause to be made through the Landlord) real estate capital investments, in previously untaxed property, at the Project of \$12,427,913 (“Real Estate Commitment”), which capital investments qualify as Infrastructure under the Act;

WHEREAS, the Tenant reasonably expects it will also invest an additional \$1,125,550 in personal property at the Project (the “Personal Property Commitment”);

WHEREAS, the Tenant anticipates that it will create 147 new full-time jobs, with benefits, paying an average of \$19.72 per hour within the first two years after the Project has been placed in service (the "Jobs Commitment") in connection with the Project;

WHEREAS, pursuant to the County's Ordinance No. _____ ("Ordinance"), the County authorized the expansion of the boundaries of the Park and an amendment to the Master Park Agreement to (i) include the Property and the Project in the Park and (ii) extend the term of the Park through the Term of this Agreement, as defined below; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement and agreed to provide Infrastructure Credits for a period of 10 years ("Term") against the Tenant's and Landlord's Fee Payments on the Project to reimburse the Tenant and Landlord for qualifying expenditures on Infrastructure, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County, the Tenant and the Landlord agree as follows:

ARTICLE I REPRESENTATIONS

SECTION 1.01. Representations by the County. The County makes the following representations:

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

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

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

(d) The County has included the Project and the Property in the Park and authorized the extension of the term of the Park through the Term of this Agreement; and

(e) The County enters into this Agreement for the purpose of promoting the economic development of the County.

SECTION 1.02. Representations by Tenant. Tenant makes the following representations:

(a) Tenant is a _____ duly organized, validly existing, and in good standing, under the laws of the State of _____, has power to enter into this Agreement, and by proper action has authorized the officials signing this Agreement to execute and deliver it; and

(b) The Infrastructure Credits provided by the County in the manner set forth in this Agreement have been instrumental in inducing Tenant to invest in the Project in the County and to cause Tenant to enter into the lease with Landlord.

SECTION 1.03. Representations by Landlord. Landlord makes the following representations:

(a) Landlord is a _____ duly organized, validly existing, and in good standing, under the laws of the State of South Carolina, has power to enter into this Agreement, and by proper action has authorized the officials signing this Agreement to execute and deliver it.

**ARTICLE II
INFRASTRUCTURE CREDITS**

SECTION 2.01. Infrastructure Commitment. The Tenant shall (a) meet the Real Estate Commitment, and (b) the Personal Property Commitment, and (c) the Jobs Commitment (collectively, the "Commitments") all on or before the end of the second calendar year (i.e. December 31) following the end of the calendar year in which the Project is first placed in service (the "Commitment Date"). By way of example, if the Project is placed in service June, 2016, the Commitments must be met on or before December 31, 2018. The Project shall be deemed to be placed in service in the calendar year in which the Certificate of Occupancy is issued.

The Real Estate Commitment and Personal Property Commitment shall be measured by the total reported cumulative investment as reported by the Tenant and the Landlord on the annual filings of a SCDOR PT-100, or comparable forms with the South Carolina Department of Revenue ("DOR") or the County in the applicable year plus the cost of construction of any Infrastructure if not reported by the Landlord or Tenant on a form provided by DOR. The Jobs Commitment shall be measured by the Tenant delivering a copy of its payroll (with confidential information such as Social Security Numbers redacted) on or before the Commitment Date, and a calculation showing the average hourly rate.

SECTION 2.02. Infrastructure Credits.

(a) Commencing with the first Fee Payments applicable to the property tax year in which the Project is reported after being placed in service and ending with the eleventh (11th) Fee Payment after that, the County shall provide an annual Infrastructure Credit in an amount equal to thirty percent (30%) of the Fee Payments, so that a total of ten (10) annual Infrastructure Credits shall be provided to the Landlord and the Tenant.

The Tenant and/or Landlord shall remit the Fee Payment net of the Infrastructure Credit to the County.

(b) If subsection 2.02(a) is found to be invalid by a court of competent jurisdiction, the County agrees to provide the Tenant and Landlord with a credit in an amount and for a term that is valid pursuant to such court ruling, but in no event may the value of the valid benefit exceed the value of the invalid benefit offered to the Tenant under this Agreement.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PAYABLE BY THE COUNTY SOLELY FROM THE FEE PAYMENTS DERIVED BY THE COUNTY FROM THE TENANT AND THE LANDLORD PURSUANT TO THE MASTER PARK AGREEMENT, AND DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY

CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF NEITHER THE COUNTY NOR ANY MUNICIPALITY ARE PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(d) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments received from the Tenant. The County shall not be required to provide the Infrastructure Credits except with respect to the Fee Payments received from the Tenant and the Landlord.

(e) In the event that the Tenant fails to reach one or more of the Commitments by the Commitment Date, the Infrastructure Credit shall, as of such date, drop to 15% (prospectively only) and will end if by the second anniversary of the Commitment Date the Commitments have not been met by then, provided however, that for the Jobs Commitment only ninety percent (90%) of the Jobs Commitment number needs to be reached in order for it to be satisfied.

For example, if the Certificate of Occupancy was issued in June of 2016, and by December 31, 2018 the Commitments have not been met, the Infrastructure Credit for the taxes due on or before January 15, 2019 (i.e. 2018 tax year) shall be 15%. If by December 31, 2020, the Commitments still have not been met, the Infrastructure Credit shall terminate altogether. If the Commitments are met by December 31, 2019, the Infrastructure Credit shall be increased to 30% so that the taxes due on January 15, 2020 (tax year 2019) shall be reduced by 30%.

There shall be no rebate of any past Infrastructure Credits received by Tenant or Landlord to the County, nor shall the Tenant or Landlord be entitled to a return of any lost Infrastructure Credits as a result of failure to meet the Commitments.

(f) The Tenant will certify to the County the level of achievement the Commitments on or before the Commitment Date and annually thereafter until the Commitments are achieved. Once the 100% achievement of the Commitments is certified, there shall be no further obligation to maintain any of the Commitments by Landlord or Tenant.

(g) Prior to the first year's Infrastructure Credit to be credited against the Fee Payments received from the Tenant and the Landlord, the Tenant shall certify the cumulative total amount of the costs of the Infrastructure incurred as of December 31 of the year to which such Fee Payments relate. For example, should the Tenant elect to first apply the Infrastructure Credit against the 2018 fee in lieu of tax bills of the Tenant and the Landlord which would be due on or before January 15, 2019 (i.e. 2018 tax year), the Tenant will certify to the County the cumulative amount of the costs of the Infrastructure as of December 31, 2017. The form of such certification is attached hereto as Exhibit B and shall be accompanied by any supporting details as the County may reasonably request. The Tenant shall re-certify the cumulative amount of the costs of Infrastructure incurred if, in any year in which an Infrastructure Credit is to be applied, the cumulative amount of the Infrastructure Credits previously received and proposed to be

received in a given year will exceed the cumulative costs of the Infrastructure incurred as previously certified.

(h) Notwithstanding any other provision of this Agreement, the Tenant acknowledges and agrees that the County's obligation to provide the Infrastructure Credit ends if the Tenant ceases operations (a "Cessation of Operations"). For purposes of this Agreement, a Cessation of Operations means closure of the Project or the cessation of distribution and shipment of products to customers for a continuous period of twelve (12) months.

(i) Any amount owing pursuant to Section 2.02 shall be paid within 30 days of the Commitment Date, and any such amount shall be subject to the minimum amount of interest that the Act may require in the case of a repayment of any taxes as a result of a failure to qualify for fee in lieu of taxes.

(j) Neither the Tenant nor the Landlord shall claim any abatement of *ad valorem* property taxes to which it might otherwise be entitled with respect to any property for which an Infrastructure Credit is provided by the County.

SECTION 2.03. Allocation of Credit

(a) The Infrastructure Credit is deemed to reimburse the Landlord and Tenant first for any Infrastructure expenditures related to real property necessary to serve the Project, thereby avoiding the application of the recapture provisions in Section 4-29-68(A)(2)(ii)(a) of the Code. Upon request of the Tenant, the County shall reduce the Landlord's annual Fee Payments by the dollar amount of the annual Infrastructure Credit that the Tenant is entitled to and, in such case, Tenant shall not receive the Infrastructure Credit against the Tenant's annual Fee Payment.

(b) If the Infrastructure Credit is nonetheless used as a reimbursement for expenditures related to personal property and the Tenant removes or disposes of personal property from the Project during the term of the Master Park Agreement, then, pursuant to the Act, as applicable, the Tenant is required to continue to pay the Fee Payment due on the removed personal property for the two property tax years following the year in which the Tenant removes the personal property from the Project. The amount of the Fee Payment due on the removed personal property under this section is equal to the Fee Payment due on the removed personal property for the property tax year in which the Tenant removes or disposes of the personal property. If the Tenant replaces the removed property with qualifying replacement property, as defined in the Act, then the removed personal property is deemed not to have been removed from the Projects.

SECTION 2.04. Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Tenant and Landlord on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Tenant and Landlord.

ARTICLE III DEFAULTS AND REMEDIES

SECTION 3.01. Events of Default. If any Party fails duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such Party to be performed (except for the failure to meet the Commitments, the remedies for

which are spelled out in Section 2.02 hereof), which, except as otherwise provided in this Agreement, failure shall continue for a period of 30 days after written notice by the other Party specifying the failure and requesting that it be remedied is given to the defaulting Party by certified mail, return receipt requested, then such Party is in default under this Agreement (“Event of Default”).

SECTION 3.02. Legal Proceedings by Tenant, Landlord, and County. On the happening of any Event of Default by a Party, then and in every such case the other Party, in its discretion may:

- (1) terminate this Agreement;
- (2) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the defaulting Party to perform its duties under the Act and this Agreement;
- (3) bring suit upon this Agreement;
- (4) exercise any or all rights and remedies in effect in the State of South Carolina, or other applicable law; or
- (5) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 3.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved either to the Tenant or Landlord or County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 3.04. Nonwaiver. No delay or omission of the Tenant or Landlord or County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article III to the Tenant or Landlord or County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

SECTION 4.01. Examination of Records; Confidentiality.

(a) The Tenant or Landlord agrees that the County and its authorized agents shall have the right at all reasonable times and on prior reasonable notice to enter and examine the Project and to have access to and examine all the Tenant’s or Landlord’s books and records pertaining to the Project, but only in each case for the sole purpose of verifying compliance with the Commitments. The Tenant or Landlord may prescribe reasonable and necessary terms and conditions of the County’s right to examination and inspection of the Project and the Tenant or Landlord’s books and records pertaining to the Project. The terms and conditions of the Tenant

or Landlord may include those necessary to protect the Tenant or Landlord's confidentiality and proprietary rights.

(b) The County, and County Council, acknowledges and understands that the Tenant and Landlord may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, financial, sales or other information concerning the Tenant or Landlord's operations ("Confidential Information") and that any disclosure of the Confidential Information would result in substantial harm to the Tenant or Landlord and could thereby have a significant detrimental impact on the Tenant or Landlord's employees and also upon the County. Therefore, except as required by law, the County, and County Council, agrees to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Tenant or Landlord, its agents or representatives. The County, and County Council, shall not disclose and shall cause all employees, agents and representatives of the County not to disclose the Confidential Information to any person other than in accordance with the terms of this Agreement.

SECTION 4.02. Indemnity Covenants.

(a) To the extent of its negligence or the negligence of Landlord or any Third Parties (as defined below), the Tenant shall and agrees to indemnify and save the County, including the members of the governing body of the County, and the employees, officers and agents of the County (herein collectively referred to as the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm, company or legal entity arising from the conduct or management of, or from any work or thing done on the Project during the Term, and, the Tenant further, to the extent of its negligence or the negligence of the Landlord or any Third Parties (as defined below), shall indemnify and save the Indemnified Parties harmless against and from all claims arising from any act, error or omission occurring during the Term from: (i) any condition of the Project, (ii) any breach or default on the part of the Tenant in the performance of any of its obligations under this Agreement, (iii) any act of the Tenant or any of its agents, contractors, servants, employees or licensees, related to the Project, (iv) any act of any assignee or sublessee of the Tenant, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Tenant, related to the Project (such third parties under (iii) and (iv) being collectively referred to as "Third Parties"), or (v) any environmental violation, condition, or effect of, upon or caused by the Project. the Tenant shall indemnify, defend and save the Indemnified Parties 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 an Indemnified Party, the Tenant shall defend it in any such action, prosecution or proceeding, with counsel reasonably acceptable to the County.

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties not incur pecuniary liability by reason of the terms of this Agreement and related to Tenant's, Landlord's or Third Parties' negligence, or the undertakings required of the County hereunder, by reason of the execution of this Agreement, by reason of the performance of any act requested of it by the Tenant, or by reason of the operation of the Project by the Tenant and related to Tenant's, Landlord's or Third Parties' negligence, including all claims, liabilities or losses, insofar as such claims, liabilities or losses result from Tenant's, Landlord's or Third Parties' negligence, arising in connection with the violation of any statutes or regulations pertaining to

the foregoing, nevertheless, if the Indemnified Parties should incur any such pecuniary liability, then in such event the Tenant shall indemnify and hold them harmless against all claims, resulting from Tenant's or Third Parties' negligence, by or on behalf of any person, firm, corporation or other legal entity, arising out of the same, and all costs and expenses, including, but not limited to, attorneys fees, incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Tenant shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Tenant shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Tenant has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Tenant reasonably determines that a conflict of interest exists between the County and the Tenant, the County may, with the approval of Tenant, such approval not to be unreasonably withheld, hire independent counsel to pursue its own defense, and the Tenant shall be liable for the reasonable cost of such counsel.

These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

SECTION 4.03 Successors and Assigns. All covenants, stipulations, promises, and agreements contained in this Agreement, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 4.04. Provisions of Agreement for Sole Benefit of County and Tenant or Landlord. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the County and the Tenant and Landlord any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Tenant and Landlord.

SECTION 4.05. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 4.06. No Liability for Personnel of County or Tenant or Landlord. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any member, agent, or employee of the County or its governing body or the Tenant or Landlord or any of its officers, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement is liable personally on the Credits or the Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 4.07. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) personally delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, return receipt requested, postage prepaid, addressed as follows:

- (a) if to the County: Anderson County, South Carolina
Attn: Anderson County Administrator
101 South Main Street
Anderson, South Carolina 29621
Fax: _____

- (b) with a copy to Anderson County Attorney
101 South Main Street
Anderson, South Carolina 29621
Fax: _____

- (c) if to the Tenant: _____

Fax: _____

- (d) if to the Landlord: _____

Fax: _____

- (e) with a copy to Haynsworth Sinkler Boyd, P.A.
(does not constitute notice): 1201 Main Street, Suite 2200
Post Office Box 11889
Columbia, South Carolina 29211-1889
Fax: (803) 765-1243

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

SECTION 4.07. Administrative Fees.

(a) The Tenant shall reimburse the County for reasonable expenses, including, reasonable attorneys' fees, related to (i) review and negotiation of this Agreement, (ii) review and negotiation of any other documents related to the Project, or (iii) the Project itself (collectively, "Transaction"), in an amount not to exceed \$5,000.

SECTION 4.08. Merger. This Agreement constitutes the entire agreement among the Parties with respect to the matters contemplated in it, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had among the Parties are merged herein.

SECTION 4.09. Agreement to Sign Other Documents. The County agrees that it will from time to time upon request and expense of the Tenant execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of South Carolina.

SECTION 4.10. Agreement's Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

SECTION 4.11. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement.

SECTION 4.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 4.13. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 4.14. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

SECTION 4.15. Termination. This Agreement terminates on the expiration of the Term.

***[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]***

IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be hereunto affixed and attested, effective the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chair,
Anderson County Council

(SEAL)
ATTEST:

Kimberly A. Poulin, Clerk to Council
Anderson County Council

IN WITNESS WHEREOF, _____ and _____ have caused this Agreement to be executed by their authorized officers, effective the day and year first above written.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT A
DESCRIPTION OF PROPERTY

[TO BE PROVIDED]

EXHIBIT B

**CERTIFICATE AS TO CUMULATIVE INVESTMENT IN
COST OF INFRASTRUCTURE**

I _____, the _____ of _____ (the
"Tenant"), do hereby certify to Anderson County that as of _____, the Tenant and
_____ (the "Landlord") have invested a cumulative amount of at least \$ _____
in the costs of Infrastructure at the Project, as such terms are defined in the Infrastructure Credit
Agreement among Anderson County, South Carolina, the Tenant and the Landlord, dated as of
_____, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand, this Certificate to be dated the
__ day of _____, 20__.

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183

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR ANDERSON COUNTY

ORDINANCE NO **2015-005**

**A SUPPLEMENTAL ORDINANCE TO AMEND ORDINANCE 2014-016,
THE OPERATING AND CAPITAL BUDGETS OF ANDERSON COUNTY
FOR THE FISCAL YEAR BEGINNING JULY 1, 2014, AND ENDING JUNE
30, 2015.**

BE IT ENACTED by the County Council for Anderson County, South Carolina ("Anderson County"), as follows:

Section I. The following amendments to the operating and capital budgets for Anderson County for the fiscal year beginning July 1, 2014, and ending June 30, 2015, are hereby adopted and directed to be implemented by the Anderson County Administrator and staff.

GENERAL FUND APPROPRIATIONS

<u>Account Number/Description</u>	<u>Originally Adopted</u>	<u>Amendment</u>	<u>Final Adopted</u>
001-5021-000-246 Rent of Building	\$0	\$20,000	\$20,000
001-5092-000-304 Professional Services	\$265,590	\$115,000	\$380,590
001-5828-001-261 District 1 Paving	\$247,905	\$178,340	\$426,245
001-5828-002-261 District 2 Paving	\$250,480	\$183,490	\$433,970
001-5828-003-261 District 3 Paving	\$311,560	\$254,110	\$565,670
001-5828-004-261 District 4 Paving	\$358,850	\$238,100	\$596,950
001-5828-005-261 District 5 Paving	\$245,360	\$216,595	\$461,955
001-5828-006-261 District 6 Paving	\$324,475	\$215,155	\$539,630
001-5828-007-261 District 7 Paving	\$297,785	\$214,210	\$511,995
001-6500-100-176 Transfer Out- Infrastructure Reserve Fund	\$0	\$1,000,000	\$1,000,000
001-6500-100-360 Transfer Out-Capital Projects Reserve	\$0	\$2,500,000	\$2,500,000
GENERAL FUND REVENUE			
3700-000-101-Fund Balance	\$2,773,440	\$5,135,000	\$7,908,440

SPECIAL REVENUE FUND APPROPRIATIONS

176-5914-000-401 CIP	\$0	\$1,000,000	\$1,000,000
Fund 196 Infrastructure Reserve Fund- Transfer Out Fund 312 Green Pond	\$0	\$122,000	\$122,000

SPECIAL REVENUE FUND REVENUE

176-6400-100-001-Transfer In General Fund	\$0	\$1,000,000	\$1,000,000
196-3700-000-001-Fund Balance Infrastructure Reserve Fund	\$102,655	\$122,000	\$224,655

CAPITAL PROJECTS FUNDS APPROPRIATIONS

312-5935-000-401-Green Pond Event	\$1,022,525	\$122,000	\$1,144,525
Landing Center CIP			
360-5231-008-401 CIP	\$993,960	\$2,500,000	\$3,493,960

CAPITAL PROJECTS FUNDS REVENUES

312-6400-100-196-Transfer In Infrastructure	\$0	\$122,000	\$122,000
Reserve Fund			
360-6400-100-001-Transfer In General Fund	\$0	\$2,500,000	\$2,500,000

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

Section III. This Ordinance is effective after its third reading and public hearing.

ADOPTED in meeting duly assembled this 7th day of April, 2015.

ATTEST:

Rusty Burns
County Administrator

Tommy Dunn, Chairman

Kimberly A. Poulin, Clerk to Council

Francis M. Crowder, Sr., District #1

Gracie S. Floyd, District #2

J. Mitchell Cole, District #3

Tom Allen, District #4

Ken Waters, District #6

M. Cindy Wilson, District #7

APPROVED AS TO FORM:

Leon C. Harmon, County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

g.
a.

RESOLUTION #2015-012

A RESOLUTION REGARDING COVERAGE UNDER THE SOUTH CAROLINA COUNTIES WORKER'S COMPENSATION TRUST FOR COVERAGE OF VOLUNTEER RESCUE-HAM RADIO OPERATORS AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County desires that volunteer rescue-ham radio operators be covered for purposes of worker's compensation through the South Carolina Counties Worker's Compensation Trust.

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

1. The Anderson County Administrator is hereby directed to inform the South Carolina Counties Worker's Compensation Trust that the County is covering its volunteer rescue-ham radio operators.
2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
3. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof all of which is hereby deemed separable.
4. This resolution shall take effect and be in force immediately upon enactment.

Done in meeting duly assembled this 3rd day of March, 2015.

Anderson County, South Carolina

ATTEST:

Rusty Burns
County Administrator

Tommy Dunn, Chairman
Anderson County Council

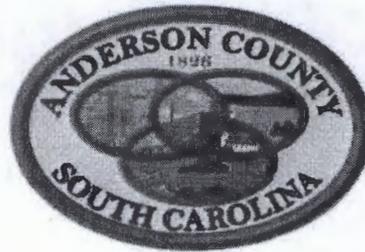
Kimberly A. Poulin
Clerk to Council

Approved as to form:

Leon C. Harmon
County Attorney

12
182

**Anderson County, South Carolina
Boards, Committees, and Commissions**



Application

Please complete this application in its entirety and return to the address below:
Anderson County Council
c/o Linda N. Eddleman, Clerk to Council
Post Office Box 8002
Anderson, SC 29622

All applications will be considered by County Council, and appointees will be mailed written confirmation of Council's decision.

Name: Bratcher Ronnie F.
(Last) (First) (Middle)

Name of board(s) and/or committee(s) in which you are interested: Anderson Sports
+ Entertainment Center

Current Address: 315 Clement Rd Belton SC 29622
Street City State ZIP

County Council District: # 3

Telephone: (864) ()
(Daytime) (Nighttime)

Email: _____

Highest Level of Education: Associate Degree

High School Graduate: Yes No GED Equivalent Yes No

College Attended (If applicable): Forrest College

Location of College (City, State): Anderson, S.C. Degree: Associate

Employment History:

Company	Position	Term of Employment
<u>Southern Burglar Alarm Co.</u>	<u>Oper. Mgr.</u>	<u>9/1/70 - 12/31/07</u>

Present Employer: Retired

Address: _____

Telephone: () _____

Have you ever been convicted of a crime other than minor traffic violations and/or been involved in any misappropriation of funds: Yes No

If so, please explain: _____

Please provide any additional information indicating your qualification for the position: _____

Initial the Following:

RFB I understand that my appointment to this Board/Commission/Committee may/will require some training and/or certification, and if selected to serve, I agree to devote the time necessary for such training and/or certification.

RFB I understand that my attendance at all meetings is important. I hereby agree to attend all of the stated and called meetings of this entity to which I am being considered for appointment, and I further agree that I will resign my appointment should I miss:
A. Three (3) consecutive meetings, OR
B. Half of the meetings within a six (6) month period, unless excused by the Chairman prior to the meeting, for reasons beyond my control (illness, death in family, etc.)

CERTIFICATION OF APPLICANT

By signing below, I certify that my statements are true, accurate, and complete, and that I know and agree that any misrepresentation or omission of the facts may result in my being disqualified or being discharged should I already be appointed by County Council as their appointee. I understand that my application will be considered by County Council and voted upon by Council. I further understand that if I am selected to serve, I will receive written confirmation from Council.

Ronnie J. Bratton
Applicant Signature

2/24/15
Date

Witness Signature

Date

13
1812

Mail/Email/Fax to:
Anderson County Council Clerk
Post Office Box 8002
Anderson, SC 29622
kapoulin@andersoncountysc.org
864-260-4356 (fax)

RECREATION FUND APPROPRIATIONS Application Form

Effective July 1, 2011

1. Name of entity requesting recreation fund appropriations:
Anderson District 1 + 2 Career & Technology Media Broadcasting Program
2. Amount of Request:
\$2,400
3. The purpose for which the funds are being requested:
See attached
4. Is the entity a non-profit Corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
YES
5. Contact Person: John Boone
Mailing Address: 702 Bolton Hwy., Williamston, SC
Telephone number: 864.847.4121
6. Statement as to whether the entity will be providing matching funds:
Students have raised 2/3 of cost of trip

REQUIRED DOCUMENTATION MUST BE FURNISHED TO THE CLERK TO COUNTY COUNCIL CONCERNING THE MANNER IN WHICH THE FUNDS WERE ACTUALLY SPENT.

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

John Boone
Signature

John Boone
Print Name



Purpose of funds: Eight senior Media Broadcasting students (with two chaperones) from the Anderson Districts 1 & 2 Career and Technology Center in Williamston, SC will be attending the Intercollegiate Broadcasting System, Inc. National Convention in New York City, NY March 6-9. IBS is an organization representing hundreds of high school and college radio stations and webcasters. Our Internet radio station, WPPB The Pulse (mypulseradio.com) is up for five national awards at this conference, which will feature workshops and networking for the students among 2,000 attendees.

Students have paid for airfare but need assistance with hotel, meals, and sightseeing expenses for this once in a lifetime trip! This could total in excess of \$300 additional per student.

Any help would greatly support the students, their parents and the Career Center in making this trip possible.

Contact: John Boone
Media Broadcasting Instructor/Dept. Head
Adviser – WPPB The Pulse Radio
Anderson Districts 1 & 2 Career and Technology Center
702 Belton Highway
Williamston, SC 29697
864.847.4121 ext. 2141
954.812.6774 cell
jboone@andersonctc.org
johnscottboone@gmail.com
www.mypulseradio.com

****WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
All**

Mail/Email/Fax to:
Anderson County Council Clerk
Post Office Box 8002
Anderson, SC 29622
kapoulin@andersoncountysc.org
864-260-4356 (fax)

***RECREATION FUND APPROPRIATIONS
Application Form***

1. Name of entity requesting recreation fund appropriations:

Anderson County Human Relations Council (HRC)

2. Amount of Request:

\$200 from each Council District, for a total of \$1,400

3. The purpose for which the funds are being requested:

**Annual Cory White Diversity Awards and other HRC programming;
please see attached**

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

N/A—HRC created by County ordinance

5. Contact Person: **Steve Newton**
Mailing Address: **snewton@andersoncountysc.org**
Telephone number: **260-1010**

6. Statement as to whether the entity will be providing matching funds:

County contribution supplemented by other donations of cash and/or services

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



Signature

Steve Newton

Print Name

Anderson County Human Relations Council

Accomplishments of 2014 - 2015

Goals and Objectives for 2015 - 2016

Description of Agency

The Anderson County Human Relations Council seeks to improve human relations by building bridges and removing barriers among all races and ethnic groups represented throughout Anderson County. The HRC accomplishes this mission by sponsoring educational awareness events throughout the year. The HRC was established by the Anderson County Council under the auspices of Ordinance #99-018. HRC members are volunteers appointed by County Council members and mayors of area municipalities.

Goals

- To promote amicable relationships among the social and cultural groups in Anderson County
- To assist in the County's many areas of service to the people
- To honor local citizens who exemplify through their actions the objectives of the HRC
- Work to eliminate unfair, unjust, and discriminatory practices rooted in social, economic, religious, racial, age, gender, or disability bias
- Plan and implement workshops, training sessions, and programs to bring together people of all races and creeds in an environment where matters of mutual interest may be freely discussed and solutions to problems may be found
- Encourage cooperation in the public and private sectors by enlisting the support of civic, religious, professional, educational and business organizations
- Study difficult situations and actively respond to any situation as it may relate to the purposes of the council

Objectives

- Continue ongoing work with the S.C. Human Affairs Commission
- Promote activities related to cultural heritage observations
- Seek appropriate training for HRC members
- Continue the annual Cory White Diversity Awards celebration
- Continue ongoing cultural awareness programming

Notable accomplishments over the past 12 months include, but are not limited to:

- Staged the 2014 Cory White Diversity Awards Dinner and Celebration. The event was held at the Civic Center on April 10th and honored 20 students from middle and high schools in Anderson County. More than 150 students, family members, school representatives, and others were in attendance to hear keynote speaker Bethany Conrad. The 2015 Cory White awards are scheduled for April 9th.
- Prepared display boards in observance of Black History Month, Hispanic Heritage Month, Native American Month, and Women's History Month at the main branch of the Anderson County Library.
- In partnership with the Westside Community Center, organized the 5th Annual Black History Month Observance, held on February 24th at the Westside Community Center. More than 75 persons attended this very special event, titled "Honoring Black Women of Distinction in our Community". Honorees this year included Ms. Cladys Harrison and Ms. Josephine Thomas.
- Participated in ongoing cultural exploration programs sponsored by the Anderson County Library.
- In partnership with the Anderson County Ministerial Organization, conducted a local celebration of Martin Luther King Day at the Civic Center on January 19th.
- Continued work with Ms. Sandra Ligon of the S.C. Human Affairs Commission. Ms. Ligon serves as Community Relations Senior Consultant for the SCHAC.
- HRC Secretary Ri'Cha ri Sancho was honored by the Anderson Independent-Mail as one of our community's "20 Under 40" for 2014.
- HRC Member Elaine Epstein was honored as the 2014 Community Volunteer of the Year by the United Way of Anderson County.
- Began working with the Anderson Community Housing Resource Board on ideas to promote fair housing awareness in the community.
- Discussed community policing concepts with Anderson Sheriff John Skipper and City of Anderson Police Chief Jim Stewart.
- Worked with Dr. Bea Thompson of the Westside Community Center on community leadership issues.
- Developed HRC Planning Calendar
- Began inventory of community resources

**RECREATION FUND APPROPRIATIONS
APPLICATION FORM**

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 1-7

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

1. Name of entity requesting recreation fund appropriation: Anderson *Chick-fil-A of*
2. Amount of request: *ANY AMOUNT*
3. The purpose for which the funds are being requested: *2014 Winshape Camps*
4. Is the entity a non-profit corporation in good standing with the ~~South Carolina~~ ^{GEORGIA} Secretary of State? If so, please attach evidence of that good standing. *YES, CAMP IS LOCATED IN Georgia; however South CAROLINA children are a part of this camp.*
5. Contact Person: *JON D. HOLMES*
Mailing Address: *1641 E. Greenville St Anderson, 29621*
Phone Number: *864-261-8933*
6. Statement as to whether the entity will be providing matching funds: *100% of funding goes to Scholarships for underprivileged/at-risk children.*

REQUIRED DOCUMENTS MUST BE FURNISHED TO THE CLERK OF COUNCIL CONCERNING THE MANNER IN WHICH FUNDS WERE ACTUALLY SPENT.

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

SEE ATTACHED SHEETS

Signature

Print Name

Date

Chick-fil-A of Anderson
Jon D. Holmes, Operator



February 25, 2015

Mr. Rusty Burns
Anderson County Administrator

Mr. Burns,

WinShape Camps for Communities is a day camp that provides a professionally trained staff to local communities for a week at a time. July 20th-24th, WinShape Camps for Communities will return to Anderson for their 4th year. Our goal is to see 450 children have the opportunity to attend this camp.

We are requesting financial support that will go to a camp scholarship fund. In 2014, 53% of the children who attended camp received a scholarship. One hundred percent of this funding will go to disadvantaged children of Anderson County. We are working closely with Anderson County agencies to designate the at-risk children who would benefit most from this camp experience. Some of these agencies include Anderson County Law Enforcement, AIM, Haven of Rest Ministries, Calvary Home for Children, and Big Brothers Big Sisters of the Upstate.

My organization's vision is to grow leaders to change the world. One way I instill this in my team is setting an example by giving back generously to the Anderson community. Annually, I have contributed over \$7,000 to help underwrite the cost of this local camp. We have had other companies, individuals, and churches partner with us by providing financial support. However, as the number of campers increase, so does the financial commitment.

I am overwhelmed with the support that has been displayed from our local political representatives including, Senator Tim Scott, Congressman Jeff Duncan, Sherriff John Skipper, local law enforcement, and other community leaders. Coach Jackie Roberts and her Westside Girls Basketball Team served at camp last year and invested in our future generation. When you see young leaders like that giving back, it shows the exponential impact possible when we choose to invest in our children. Each year, we see more and more children able to attend camp - a direct result of our community's generosity.

If Anderson County agrees to partner with us to afford this opportunity to local underprivileged children, it will impact our community for years to come. I would greatly appreciate any help you could provide.

Sincerely,

A handwritten signature in black ink that reads "Jon D. Holmes".

Jon D. Holmes
Chick-fil-A of Anderson
Owner/Operator
864-356-2868

WINSHAPE CAMPS

John W. White III

(Executive Director, WinShape Foundation)

"The vision of WinShape Camps for Communities to impact families throughout the country is the heart of what Truett Cathy envisioned when he founded WinShape Camps more that 20 years ago."

Camper's MeMaw

"I only intended to volunteer to notarize forms at camp. I would have missed so much if that is all I would have done. I was overwhelmed at how smooth the camp ran, how organized you all were, not to mention that you shined with the Spirit all week. What an experience, what a blessing!"

Rob Rogers

(Chick-fil-A Owner/Operator/Parent)

"The summer experience with WinShape Camps for Communities exceeded all expectations. Our family, our store, and our community were all transformed by the quality and commitment of the WinShape Camps for Communities staff. The entire team brought tireless energy to the week through excellent programming."

The WinShape Story

In 1985 WinShape Camps began with one man's dream to shape tomorrow's leaders. S. Truett Cathy, Chick-fil-A Founder, put his dream into motion by creating a camp experience that was focused on challenging young people physically and spiritually. Now, decades later, that dream continues to shape young people through summer camps that are out of this world.

In 2008, WinShape Camps for Communities launched. The values and vision of WinShape Camps can now be shared with children and their families through day camps held in local communities across the country.

At WinShape Camps, we are in relentless pursuit of the ultimate camp experience; one that challenges campers to



sharpen their character and grow in their relationships.

WinShape Camps for Communities Overview

WinShape Camps for Communities is a day camp that provides a professionally trained staff to create the most fun and meaningful camp in town for completed 1st through 6th graders. Whether your kids like soccer or science, there is something for everyone.

July 20, 2015 - July 24, 2015

Anderson, SC

Day Camp Schedule

Monday - Thursday

7:45 - 8:25 Check-in/Village Training
8:30 - 9:00 Wake Up
9:05 - 9:35 Team Time
9:40 - 9:45 Village Time
9:50 - 10:50 Connectreation (with Snack)
10:55 - 11:00 Town Square
11:05 - 11:55 Skill 1
12:00 - 12:05 Town Square
12:10 - 12:35 Lunch
12:40 - 1:20 Worship
1:25 - 1:55 Team Time
2:00 - 2:05 Town Square
2:10 - 3:00 Skill 2
3:05 - 3:20 Town Square
3:25 - 4:15 Skill 3
4:20 - 4:25 Town Square
4:30 - 4:55 Power Surge
4:55 Check Out



Chick-fil-A Friday Family Fun Day (Parents and family are invited for the entire day)

7:45 - 8:15 Check-In/Village Training
8:20 - 8:30 Town Square
8:35 - 9:05 Skill 1
9:10 - 9:15 Town Square
9:20 - 9:50 Skill 2
9:55 - 10:00 Town Square
10:05 - 10:35 Skill 3
10:40 - 10:50 Town Square
10:55 - 11:20 Team Time Closure/Family Meeting
11:25 - 11:35 Check Out
11:40 - 12:05 Closing Session
12:10 Lunch
1:15 Chick-fil-A Friday Family Fun Day Ends



Cost of Camp: \$199

Scholarships Available!

WINSHAPECAMPS.ORG • 1.800.448.6955 (X2396)



21 different skills

Internal Revenue Service
District Director

Department of the Treasury
Group 7212, Stop 501-D
401 West Peachtree St. N.W.
Atlanta, GA 30365

Winshape Centre, Inc
5200 Buffington Road
Atlanta, GA 30349-2945

Person to Contact:
Loretta Hamilton
Contact Phone Number:
(404) 331-6993
EIN:
58-1595471
Date:
December 18, 1998

Dear Sir or Madam:

This is in response to your request for confirmation of your exemption from Federal income tax.

You were recognized as an organization exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code by our letter dated August 1987. It was determined that you are a private foundation within the meaning of section 509(a) of the Code. It was further determined that you qualify as a private operating foundation described in section 4942(j)(3).

Contributions to you are deductible as provided in section 170 of the Code.

The tax exempt status recognized by our letter referred to above is currently in effect and will remain in effect until terminated, modified or revoked by the Internal Revenue Service. Any change in your purposes, character or method of operation must be reported to us so we may consider the effect of the change on your exempt status. You must also report any change in your name and address.

k() y()

Sincerely yours,



Loretta Hamilton
Exempt Organizations
Specialist

WINSHAPE FOUNDATION

#581595471

TAX IDENTIFICATION NUMBER (IRS)

STATE OF GEORGIA

Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF AMENDMENT NAME CHANGE

I, **Karen C Handel**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

WINSHAPE CENTRE, INC.

a Domestic Non-Profit Corporation

has filed articles/certificate of amendment in the Office of the Secretary of State on 02/16/2007 changing its name to

WINSHAPE FOUNDATION, INC.

and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles/ certificate of amendment.

WITNESS my hand and official seal of the City of Atlanta
and the State of Georgia on February 16, 2007



A handwritten signature in cursive script that reads "Karen C Handel".

Karen C Handel
Secretary of State

14
1087

Kim A. Poulin

From: Rusty Burns
Sent: Friday, February 27, 2015 9:26 AM
To: Kim A. Poulin
Subject: FW: Bassmaster Classic

Administrators report

From: bill myers [<mailto:billandjami@yahoo.com>]
Sent: Thursday, February 26, 2015 10:37 AM
To: Rusty Burns
Subject: Bassmaster Classic

Mr. Burns -

I just want to take a moment to let you know what a great experience it was to work with the folks from Anderson County.

There are a few standouts that I want to mention. The efforts put forward by Scott Stoller, Todd Tillirson, and Matthew Littleton contributed strongly to the success of the event and the safety of those in attendance.

It seemed to me that those on site had not only the responsibility to ensure a good outcome, they had the authority to make decisions to ensure the outcome. That is not always the case and I personally appreciate the leadership that demonstrates such confidence in their employees.

Matt (don't recall his last name) from Parks & Rec did an outstanding job as well.

Finally, there was one gentleman who seemed to be the "go-to-guy" for just about any need we had, both large and small. While I don't have his name, we know him as "Termite", I do know that we would have been lost without him.

Thank you for your leadership and the efforts of all who contributed to the event.

Bill Myers

Kim A. Poulin

From: Rusty Burns
Sent: Friday, February 27, 2015 9:25 AM
To: Kim A. Poulin
Subject: FW: Comment
Attachments: Screenshot_2015-02-25-17-10-34.png

Administrators Report

From: Scott Stoller [<mailto:ssoller@acems.us>]
Sent: Wednesday, February 25, 2015 5:12 PM
To: Rusty Burns; Scott Stoller (external)
Subject: Comment

Rusty,

This is a text from a Pendleton Rescue medic regarding Sheila Kaiser our training coordinator

Scott

Chief Scott Stoller, BCIH, CHS, NRP
Anderson County EMS & Special Operations
200 Bleckley St.
Anderson, SC 29625

(864) 209-1101
(864) 642-0505 fax

ssoller@acems.us



Hello Scott, I will be in tomorrow morning and we will have additional staff available with the rescue truck on Tuesday. We have 3 out with the flu.

15:35

Wed, 02/25/2015



Scott, I just wanted to let you know that Sheila is doing a great job. She is very interested in doing the job right and is bending over backward to help.

16:32

Thank you



Kim A. Poulin

From: Rusty Burns
Sent: Friday, February 27, 2015 9:20 AM
To: Kim A. Poulin
Subject: FW: Thank you!
Attachments: DSC_0045.JPG; IMG_20141128_184643.jpg; DSC_0102.JPG; DSC_0136.JPG

Kim,

Please put this email and pictures in the Administrators report.

From: Jessica A. Cwynar
Sent: Thursday, February 26, 2015 9:19 PM
To: Rusty Burns; Steve Newton; Brielle M. Lauzier
Subject: Fwd: Thank you!

Please see message below.

Jessica Cwynar
Director, Anderson County P.A.W.S.
1320 Highway 29 South
Anderson, SC 29626
(P) 864-260-4151
(F) 864-260-1054

----- Original message -----

From: Anna Kihm <akihm@g.clemson.edu>
Date: 02/26/2015 9:01 PM (GMT-05:00)
To: PawsRescue <PawsRescue@andersoncountysc.org>
Subject: Thank you!

Hello,

Just wanted to let y'all know that today was my one-year anniversary of having adopted my elderly pug mix, Roxi, from you. She has brought so much joy and love into my life this past year, and I cannot wait to see what adventures we will experience together in coming years!

Thank you for everything that you do. Have a wonderful evening!

Respectfully,

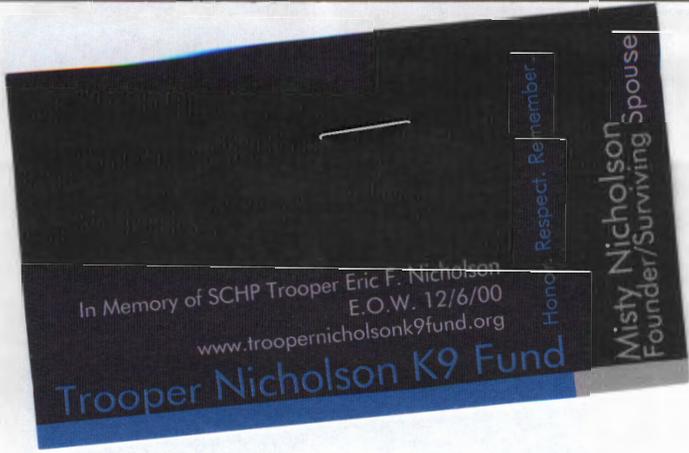
Anna Kihm











2/11/15 Called
will email back

date.

2/25/15 LMOM

Presentation 3/3 15 minutes