



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
kapoulin@andersoncountysc.org

Rusty Burns
County Administrator

P. O. Box 8002
Anderson, SC 29622
Fax: 864-260-4356
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AGENDA
ANDERSON COUNTY COUNCIL
PRESENTATION MEETING November 3, 2015 AT 6:00 p.m.
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding

1. **CALL TO ORDER:**
2. **RESOLUTIONS/PROCLAMATION:**
 - a. **#R2015-059:** a resolution to recognize and honor Dogwood Garden Club on their 75th Anniversary. Ms. M. Cindy Wilson (allotted 5 minutes)
 - b. **Proclamation:** November 2015 Epilepsy Awareness Month. Mr. J. Mitchell Cole (allotted 5 minutes)
3. **ADJOURNMENT:**

REGULAR COUNCIL MEETING TO COMMENCE AT 6:30PM

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Ms. M. Cindy Wilson
3. **APPROVAL OF MINUTES:** October 20, 2015 meeting
4. **CITIZEN COMMENTS:** Agenda Matters
5. **ANDERSON COUNTY ECONOMIC DEVELOPMENT CHALLENGES:** Mr. Francis M. Crowder, Sr (allotted 20 minutes)
6. **REPORT ON THE HOMELAND PARK FESTIVAL:** Ms. Gracie S. Floyd (allotted 15 minutes)
7. **ORDINANCE – THIRD READING:**
 - a. **2015-029:** an ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 park) of Anderson and Greenville Counties so as to enlarge the park. **PUBLIC HEARING – NO TIME LIMITS** Mr. Burriss Nelson (allotted 5 minutes)
 - b. **2015-030:** an ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 park) of Anderson and Greenville Counties so as to enlarge the park. **PUBLIC HEARING – NO TIME LIMITS** Mr. Burriss Nelson (allotted 5 minutes)
 - c. **2015-031:** an ordinance authorizing an Infrastructure Financing Agreement on behalf of Palmetto Engineering & Consulting, LLC (the “company”); 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. **PUBLIC HEARING – NO TIME LIMITS** Mr. Burriss Nelson (allot
 - d. **2015-033:** an ordinance authorizing execution and delivery of an Infrastructure Financing Agreement between Anderson County, South Carolina and Lakeside Steel and Machine, Inc. (the “company”), granting certain infrastructure credits to the company; the expansion of the boundaries of the Joint County Industrial Park jointly developed with Greenville County, South Carolina to include certain real property located in Anderson County, South Carolina. **PUBLIC HEARING – NO TIME LIMITS** Mr. Burriss Nelson (allotted 5 minutes)
8. **ORDINANCE –SECOND READING:**
 - a. **2015-032:** an ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 park) of Anderson and Greenville Counties so as to enlarge the park. (Project Orange) Mr. Burriss Nelson (allotted 5 minutes)

- b. **2015-034:** an ordinance to authorize and accept the transfer of authority to conduct municipal elections scheduled for November of odd numbered years for the city of Belton to the Anderson County Registration and Elections Board. Ms. Katy Smith (allotted 5 minutes)
 - c. **2015-036:** an ordinance to provide for the creation of The Farm Special Tax District; to establish the nature of services to be performed therein; to designate the uniform service charge in the arm Subdivision Special Tax District; to provide for the operation of the Farm Subdivision Special Tax District. Mr. Holt Hopkins (allotted 10 minutes)
 - d. **2015-037:** an ordinance authorizing an amendment to the Infrastructure Financing Agreement on behalf of Tetramer Technologies, LLC and South Mechanic Street Properties, LLC (the "companies") so as to accurately reflect the intention of the parties regarding the economic incentives for the project formerly known as Project CHOCO. Mr. Burriss Nelson (allotted 10 minutes)
9. **ORDINANCE – FIRST READING:**
- a. **2015-035:** an ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 park) of Anderson and Greenville Counties so as to enlarge the park. (Project Rampart) Mr. Burriss Nelson (allotted 5 minutes)
 - b. **2015-042:** an ordinance authorizing the execution and delivery of an amended and restated Fee in Lieu of tax agreement by and between Anderson County, South Carolina, Watson Engineering, Inc., as sponsor, and 1350 Shiloh Properties, LLC, as sponsor affiliate. Mr. Burriss Nelson (allotted 5 minutes)
 - c. **2015-043:** an ordinance authorizing the execution and delivery of an amended and restated Special Source Revenue Agreement by and between Anderson County, South Carolina and 125 hollow properties, LLC, an affiliate of Watson Engineering, Inc. Mr. Burriss Nelson (allotted 5 minutes)
10. **REPORT FROM PLANNING/PUBLIC WORKS COMMITTEE MEETING OCT 27, 2015:**
Chairman M. Cindy Wilson (allotted 15 minutes)
- a. Update on Sloping and Setbacks
 - b. Report from Land Use and Appeals Board
 - c. Review of Chapter 8, Land Use of the Comp Plan
 - d. American's with Disabilities Act (AMA) Update
11. **REPORT FROM FINANCE COMMITTEE MEETING OCT 29, 2015:**
Chairman Francis S. Crowder, Sr (allotted 25 minutes)
- a. ATAX Recommendations
 - b. Bids
 - 1. ASEC Dog Park
 - 2. Diesel Dump Truck – Wastewater MGT
 - 3. Paving Parking Lots
 - 4. Sheriff Vehicles
 - 5. NetApp Storage Upgrade
 - c. Capital
 - 1. HAZMAT Light Bar
 - 2. Christmas Tree
 - d. Budget Transfers
 - e. EMS Study-Fitch Proposal
 - f. Executive Session
 - 1. Economic Development Matter
 - 2. Personnel Matter

12. **REQUESTS BY COUNCIL MEMBERS:** All Districts (allotted 14 minutes)
 - a. AC Chapter of the SC Genealogical Society ~ **ALL DISTRICTS**
 - b. AC Humane Society ~ **ALL DISTRICTS**

13. **ADMINISTRATOR'S REPORT:** Mr. Rusty Burns (allotted 2 minutes)
 - a. Letters of Appreciation: To: Anderson County Annex Personnel From: Hugh Oldham, Donna Wheeler, Clair Warren and Patricia First

14. **CITIZEN COMMENTS:** Other Matters

15. **REMARKS FROM COUNCIL MEMBERS:**

16. **ADJOURNMENT**

RESOLUTION R2015-059

A RESOLUTION TO RECOGNIZE AND HONOR DOGWOOD GARDEN CLUB ON THEIR 75TH ANNIVERSARY; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Dogwood Garden Club of Honea Path was established September 27th, 1940 and accepted into the South Carolina Garden Club in November 1941 and is celebrating their sesquicentennial year of educating the upstate and surrounding area of the importance of beautification projects; and

WHEREAS, the garden club is a 22 member organization dedicated to promoting horticulture, environmental conservation and historical preservation in Anderson County; and

WHEREAS, the garden club's innovative and industrious civic planning and planting initiatives have transformed many areas and have become a source of pride displaying the creative spirit of our region through floriculture; and

WHEREAS, the garden club's community service begins at the natural beautification of Anderson County, and continues through participation in litter control, tree planting projects, maintaining Dogwood Park, volunteering at the food bank and providing for children to attend Camp Wildwood each year; and

NOW, THEREFORE, BE IT RESOLVED that the County Council of Anderson does hereby recognize and commend the Dogwood Garden Club for their unwavering devotion to the promotion of the County's natural beauty and horticulture preservation; and

Is Hereby resolved this 3rd day of November, 2015:

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
County Administrator

Tommy Dunn, Chairman
District Five

Kimberly A. Poulin
Clerk to Council

M. Cindy Wilson
District Seven

**Proclaiming November 2015
Epilepsy Awareness Month**

WHEREAS, epilepsy is a neurological disorder producing brief disturbances in the normal electrical functions of the brain that temporarily affects a person's consciousness, bodily movements and/or sensations, while creating long-term effects on the lifestyle of individuals with epilepsy; and

WHEREAS, 1 in 26 people will develop epilepsy and 1 in 10 people will have a seizure in their lifetime; and

WHEREAS, epilepsy can affect anyone no matter what their gender, race, age, religion, educational background or socioeconomic status; and

WHEREAS, epilepsy is more common than Parkinson's disease, multiple sclerosis, muscular dystrophy and cerebral palsy combined; and

WHEREAS, epilepsy affects more than 65 million people worldwide; and

WHEREAS, while there is no cure for epilepsy, drug therapy, surgery and other non-pharmacological treatments exist allowing approximately 80 percent of individuals with epilepsy to lead a normal life with either no seizures or a significant reduction in seizures; and

WHEREAS, epilepsy is a complex disorder that requires further research to find a cure and prevention; and

WHEREAS, the annual observance of Epilepsy Awareness Month advocates for the rights, humane treatment and appropriate education of all persons with epilepsy, while raising awareness with families, professionals, and the general public to better understand this lifelong disorder.

NOW, THEREFORE, Anderson County Council does hereby proclaim the month of November 2015 as

“EPILEPSY AWARENESS MONTH”

and call upon all citizens, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of epilepsy through education while ensuring that all individuals with epilepsy lead a full and productive life.

FOR ANDERSON COUNTY, this the Third day of November, 2015:

Tommy Dunn, Chairman
District Five

Ken Waters, Vice-Chairman
District Six

Francis M. Crowder, Sr
District One

Gracie S. Floyd
District Two

J. Mitchell Cole
District Three

Tom Allen
District Four

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Kimberly A. Poulin
Clerk to Council

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
OCTOBER 20, 2015

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
FRANCIS M. CROWDER
GRACIE FLOYD
J. MICHAEL COLE
TOM ALLEN
M. CINDY WILSON

ALSO PRESENT:
RUSTY BURNS
KIM POULIN

1 TOMMY DUNN: I'd like to call the October
2 20th meeting to order. Part of our Council meeting
3 that we do resolutions and proclamations honoring folks
4 and events and people. At this time we'll start off
5 with Resolution R2015-055, number 2(a). Ms. Cindy
6 Wilson. Ms. Wilson.

7 CINDY WILSON: Well, this is an honor to do
8 this particular one.

9 **Whereas**, Mrs. Wayne Link was named South
10 Carolina 2015 Horsewoman of the Year by the South
11 Carolina Horsemen's Council; and,

12 **Whereas**, she is known throughout the Southeast
13 for her expertise in equine education matters; and

14 **Whereas**, Mrs. Link was instrumental in trail
15 stewardship projects for the United States Forest
16 Service, South Carolina Parks, Recreation and Tourism
17 and Clemson University Experimental Forest; and,

18 **Whereas**, during her twenty-two year tenure at
19 Tri-County Technical College Continuing Education
20 Division as a Program Director for Enterprise
21 Development, Mrs. Link established the equine program.
22 She organized the Pendleton Area Saddle Club where she
23 currently serves as President. She was an early board
24 member of the South Carolina Horse Council and served
25 as the Chairman of the Education Committee. She was an
26 Anderson County 4-H leader and coordinated the South
27 Carolina Horseman Celebration, the first large scale
28 promotional event for the upstate horse industry in
29 1991 at the Senator T. Ed Garrison Livestock Arena.
30 Mrs. Link and her family continue to farm in the
31 Pendleton area.

32 NOW, THEREFORE, it is hereby resolved by the
33 Anderson County Council that:

34 Anderson County Council is proud of your
35 tremendous accomplishments, especially being recognized
36 as South Carolina's Horsewoman of the Year for 2015.

37 This resolution shall take effect and be in
38 force immediately upon enactment; RESOLVED in meeting
39 duly assembled this 20th day of October, 2015.

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

42 TOMMY DUNN: Have a motion. We have a
43 second?

44 MITCHELL COLE: Second.

45 TOMMY DUNN: Second by Mr. Cole. Any
46 further discussion? Hearing none, all in favor of Ms.
47 Wilson's motion show of hands. All opposed like sign.
48 Show the motion carries unanimously. Let the record
49 show that Mr. Waters called; he's running a few minutes
50 late. But he'll be here. Ms. Wilson.

1 CINDY WILSON: If we may have Mrs. Link and
2 her family down at the front, and my fellow Council
3 members. Thank you.

4 **(PRESENTATION OF RESOLUTION)**

5 TOMMY DUNN: Moving on to Item number
6 2(b) Proclamation Designating Family Promise Week.
7 Great honor to introduce this to Council. Proclaiming
8 the Week of October 18th through the 25th as Family
9 Promise Week in Anderson County and other matters
10 related thereto.

11 **Whereas**, more than 800 children in Anderson
12 County were identified as being homeless during the
13 past school year; and

14 **Whereas**, helping these children and their
15 families during their time of need is a critical task
16 for our community; and

17 **Whereas**, it is the mission of Family Promise
18 of Anderson County to help homeless families and
19 children stabilize their lives in order to gain
20 independence; and

21 **Whereas**, Family Promise of Anderson County
22 achieves this mission by coordinating local faith-based
23 congregations in the Interfaith Hospitality Network
24 Program, which provides congregational spaces for
25 overnight stays as well as volunteers to prepare and
26 share meals and other items with client families; and

27 **Whereas**, staff members coordinate and deliver
28 case management, counseling and other services for
29 their guests; and

30 **Whereas**, the services and programs offered by
31 Family Promise are focused on getting families into
32 more stable housing situations, therein breaking the
33 cycle of homelessness; and

34 **Whereas**, Anderson County has been proud to
35 partner with Family Promise on projects such as the
36 2015 Homeless for the Homeless event at the William A.
37 Floyd Amphitheater; and

38 **Whereas**, the week of October 18th through 25th
39 is recognized as National Family Promise Week in many
40 jurisdictions across our great nation; and

41 **NOW, THEREFORE**, it is proclaimed by the
42 Anderson County Council that October 18th through the
43 25th as Family Promise Week throughout Anderson County,
44 and encourages all residents to participate in the many
45 special events planned in support of the mission of
46 Family Promise of Anderson County.

47 We put that in the form of a motion.

48 TOM ALLEN: Second.

49 TOMMY DUNN: Any discussion? I'd just
50 like to say, Family Promise of Anderson County has

1 several forms of events coming up in celebration of
2 this special week, including their inaugural Fall
3 Pumpkin Roll Down Earl Street at 9 on Saturday morning.
4 And their third musical extravaganza at 6:30 on Sunday
5 evening. And I'd like to wish them the very best. I
6 was fortunate enough to go out to the William Floyd
7 Amphitheater when they done their Homeless thing out
8 there. And it was -- a lot of people participated. We
9 have Ms. Yolanda Archuletta, I believe the Executive
10 Director, here tonight. And great work that she does.
11 And I think Board member Darryl Iverson, I believe is
12 here. Pleased to have him. So if you would at this
13 time, I'd like to vote on the motion and go down and
14 give this to him and I'll ask all Council members for
15 them to step up. All in favor of the motion show of
16 hands. All opposed like sign. Show the motion carries
17 unanimously.

18 **(PRESENTATION OF PROCLAMATION)**

19 TOMMY DUNN: At this time that will
20 conclude the -- our agenda of events items on the
21 agenda at this time for portions. We'll adjourn and
22 reconvene back here at 6:30.

23 I would just like to recognize we have guest
24 here in the audience tonight, our EMS board member from
25 District 5, Mr. Don Peace. Appreciate and glad to have
26 you here tonight.

27 We'll be adjourned and come back at 6:30.

28
29

(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:12 P.M.)

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL

COUNTY COUNCIL MEETING

OCTOBER 20, 2015

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
KEN WATERS, VICE CHAIRMAN
FRANCIS M. CROWDER
GRACIE FLOYD
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 of
3 October 20th to order. At this time I'd like to ask
4 Councilman Tom Allen if he'd lead us in the Invocation
5 and Pledge of Allegiance. If we'd all rise, please.
6 **(INVOCATION AND PLEDGE OF ALLEGIANCE BY TOM ALLEN)**
7 TOMMY DUNN: At this time, any changes or
8 corrections to the October 6th regular Council meeting
9 minutes? Mr. Crowder?
10 FRANCIS CROWDER: Only have one. That's on
11 page 24 of the minutes, line 5. Where the blank space
12 is, insert the word recess. Thank you, sir.
13 TOMMY DUNN: Anyone else? Ms. Wilson?
14 CINDY WILSON: Also on page 24, lines 37
15 and 38. The name was Mrs. Dino Hicks. D-I-N-O and
16 then Hicks, H-I-C-K-S. And on page 39, the second line
17 down, it should have said none. Thank you.
18 TOMMY DUNN: You make a motion to make
19 those changes -- accept the minutes with those changes?
20 CINDY WILSON: May we accept our minutes as
21 amended?
22 FRANCIS CROWDER: Second.
23 TOMMY DUNN: Mr. Crowder seconds that.
24 Any further discussion? All in favor of the motion
25 show of hands. All opposed like sign. Show the motion
26 carries unanimously.
27 Moving on -- before we move on to Item number
28 4, let me say at the request of the attorneys, Item
29 9(c) that's economic development thing, Industrial Park
30 in Greenville, they've asked for that to be pulled. Is
31 that correct, Mr. ---
32 LEON HARMON: That's correct, Mr.
33 Chairman.
34 TOMMY DUNN: 9(c) will be pulled.
35 We'll be moving on now to Item number 4,
36 Citizens Comments. The attorney, Mr. Harmon, calls
37 your name, please step forward, state your name and
38 district, address the Chair, please keep matters on the
39 agenda items only and you have three minutes. Mr.
40 Harmon.
41 LEON HARMON: Mr. Chairman, first person
42 signed up is Frank Kellum.
43 FRANK KELLUM: Mr. Chairman, thank you very
44 much for the opportunity to speak, and other County
45 Council members. I'd like to speak briefly, there's a
46 lot can be said about the refugee resettlement project.
47 I'd just like to hit a few high spots. I'd like to
48 call your attention to a recent article in the October
49 14, 2015 article of the Times Examiner newspaper. This
50 newspaper is published in Greenville, South Carolina.

1 If you're not familiar with this newspaper, I highly
2 recommend it to anyone who's interested in the news.

3 I'd like to call your attention to an article
4 written by Mr. Mike Scruggs and this article is titled
5 Polling for Moderate Muslims -- the high risk of Muslim
6 immigration. Mr. Scruggs points out that a survey
7 conducted of American Muslims thirty-three percent of
8 American Muslims now residing in the United States
9 believe that Sharia Law should be supreme over the U.S.
10 Constitution. Another twenty-four percent of these
11 American Muslims don't know for sure whether they want
12 that or not. Now if you add those two groups together,
13 you've got fifty-seven percent potentially American
14 Muslims that believe that Sharia Law should take
15 precedence over the U.S. Constitution. Possibly over
16 half of Muslims in this country did not come here with
17 the intentions of assimilating into our beliefs and our
18 lifestyle and our laws. That's a dangerous number.

19 Another point I'd like to bring to your
20 attention. In a global survey conducted, sixty-one
21 percent of Egyptian Muslims, eighty-three percent of
22 Palestinians and sixty-two percent of Jordanian Muslims
23 approve -- approve -- of terrorist activities globally
24 from groups like Hamas. You can see why the tiny
25 nation of Israel has to stay on high alert all the
26 time.

27 Another point that Mr. Scruggs brings out is
28 that in the small politically correct country of
29 Sweden, police revealed that Muslim men who constitute
30 only two percent of the population in Sweden, are
31 responsible for seventy-seven percent of the rapes
32 against women. In 1975 there were four hundred and
33 twenty-one reported rapes in Sweden. Now granted, one
34 is one too many. But I give these numbers for
35 comparison only. In 1975 there were four hundred and
36 twenty-one reported rapes in the entire country of
37 Sweden. In 2014 there were six thousand six hundred
38 and twenty reported rapes. Also in 2014 in politically
39 correct Sweden ---

40 TOMMY DUNN: I'm sorry, Fred; that's the
41 time. We appreciate the comment.

42 FRANK KELLUM: Thank you.

43 TOMMY DUNN: Thank you. Mr. Harmon.

44 LEON HARMON: Mr. Chairman, the next
45 person signed up is Elizabeth Fant.

46 TOMMY DUNN: Thank you.

47 ELIZABETH FANT: Elizabeth Fant, District 3.
48 I, too, am talking on the resettlement of the refugees,
49 which is 10(a). I should have brought my notes, but
50 I've just been kind of moving fast today. I went to a

1 meeting the other night that talked about this
2 resettlement and it was really eye-opening. When I
3 went I wasn't sure. I hadn't made up my mind. But
4 after I left I had made up my mind. Most of the
5 refugees that they're sending out are not women and
6 children. In fact, Christians who have been persecuted
7 are actually being turned away from the United States.
8 Most of the ones that are coming to here, if we let
9 them, and already in Germany, and Sweden and other
10 European countries, are able bodied young men, about
11 twenty to thirty. They're coming with basically no job
12 skills. In Germany, where they have landed in mass,
13 they have refused food that has been given to them,
14 throwing it, in the people who have given it, in their
15 face. They don't like their lodging. They are
16 demanding. And what's going to happen when they get to
17 the United States, as they get here. This meeting that
18 I went to the other night, they're actually called Head
19 Hunters. There are people like you or me that have a
20 job to pick out and get these Muslims over here.
21 They're being paid eight hundred to a thousand dollars
22 per head to get them here. Once they get here, they
23 get a social security number, they get Medicaid, they
24 get a place to live, they get food, and they're not
25 physically, medically vetted until -- a lot of them
26 until they've been here for eight months.

27 All of us, I think, would like to help every
28 single person on this planet that has a bad life. We
29 can't even take care of our own. We've got veterans
30 who have no place to live. We've got people here in
31 Anderson County that have no place to live that are
32 living in their cars. We can't do it. Folks, there is
33 only enough money to go around a certain amount. We
34 can't handle it monetarily, we don't need it
35 humanitarilly because these people are not coming in --
36 most of them are not coming in to assimilate. They're
37 coming in to integrate. And when you integrate
38 something that means that everybody else must adhere to
39 whatever your needs are. Assimilation means when you
40 become part of the populace. So we don't need this,
41 folks. Thank you.

42 LEON HARMON: That's all, Mr. Chairman.

43 TOMMY DUNN: Thank you, Mr. Harmon.

44 Moving on to Item number 5, Report from the T.
45 Ed Garrison Arena. Mr. Charles Williams.

46 CHARLES WILLIAMS: First of all, I'd like to
47 thank Ms. Wilson for extending the invitation for me to
48 come and certainly to full Council and for County
49 Administrator, Mr. Burns, for your graciously allowing
50 me to come to tell you a little bit about the arena and

1 what's going on at the arena.

2 As I came down the road, I was trying to
3 collect my thoughts on what I wanted to say and I
4 reflected back to a group that I had at the arena this
5 summer, a state wide group that came for a tour and a
6 presentation. And I asked for a show of hands on a few
7 questions that I asked and the first question was how
8 many of you like cows? How many of you like goats and
9 sheep? How about horses? How many of you like horses?
10 It wasn't really a surprise. And most of these folks
11 had never been at the arena before, but all of them
12 raised their hands in affirmation. And I looked back
13 and pointed to our banner that hangs in the arena -- if
14 you've been there, you've seen it -- Welcome to Clemson
15 University and T. Ed. Garrison Livestock Arena. I
16 said, well, that's what it's all about. But after I
17 said that, I remember a book that I used to read to my
18 kids and one of the subtitles was Cows Don't Fly.
19 Well, cows don't fly and horses don't drive cars. So
20 the arena is much more than just livestock. It's about
21 the people that come and produce the programs, and
22 present the programs that we have at the arena. And as
23 hard as it may seem, it certainly does to me at times,
24 we have been in business for twenty-five years. We had
25 our first activity in April of 1991. And I've been
26 very fortunate to have been a part of the arena serving
27 as director since 1991.

28 The arena in 1991 is just a small shell of
29 what it is today. We've had to expand multiple times
30 over the years to meet the demands for our client base
31 and our potential client base. We've added additional
32 housing, animal housing, horse barns, competition
33 arenas. We have completed the cattle complex and in
34 doing so have added show and sale space in there.
35 We've improved the grounds. We've added RV sites. So
36 we did that all in response to what the client base and
37 the potential user base needed. We sell a destination.
38 By selling a destination we also hope to capture an
39 audience and give them an experience that will make
40 them want to return annually.

41 I'm sure all of you are aware of the economic
42 impact study that was done in 2012 and it indicated for
43 that year alone the economic impact of events at the
44 arena contributed about nine million dollars to the
45 economy. Now we're proud of that number, but we
46 recognize that was probably not one of our best years.
47 The economy certainly has affected the livestock
48 industry just like it has -- and that was a
49 particularly bad year. But nine million dollars was
50 very significant. And as proud as we are of that

1 number, and we know you are too, because you've told us
2 so, we know we can do more. And we know we can make it
3 even better.

4 You know the old cliché if you build it,
5 they'll come, we reflect on that quite often. But the
6 other side of that is, if you don't build it, they're
7 going to go somewhere else. And I recognized many
8 years ago, a huge need for our complex was conditioned
9 space. And by that I mean climate control space for
10 meetings, for programs. We have a lot of events that
11 actually go off site to do some of their activities
12 because we don't have that to offer them. We have
13 other events that won't even give us a thought as far
14 as coming to the arena as a destination because we
15 don't have it. And quite frankly, we don't want to be
16 the afterthought; we want to be up on the list. We
17 want to be high on the list. We have so many
18 advantages to offer, location being a major component.
19 Easy travel from all the metropolitan areas in the
20 Southeast, a very supportive business community, and
21 that -- you know, back in 1991, when we opened the
22 doors, Exit 19B and all the business that has grown
23 there was just a pipe dream. And I can assure you that
24 when they see the duallies and the cowboy boots and the
25 hats, you know, they know that we've got an activity
26 going on. And they've been very gracious in
27 accommodating our clients. Even on busy football
28 weekends, they are able to find hotel rooms and that
29 can be a very big challenge, particularly when
30 Clemson's playing good.

31 But you probably saw in the paper -- my boss
32 is Dr. George Askew, and there was an article in the
33 Anderson paper a few weeks ago and it identified a
34 major initiative of Clemson University in the coming
35 budget year to ask the state of South Carolina for
36 eleven million dollars for funds to expand the arena.
37 And a part of that is to transform the arena into an
38 education and conference center. We don't have any
39 plans to discontinue what we're doing now, because we
40 think we've done quite well attracting livestock
41 events. But recognizing the need for exhibition space,
42 for meeting and conference center, for facilities that
43 will enable us to attract portions of the equine
44 industry that we haven't been very good at, we need
45 more competition arenas.

46 So the thrust of our request in the coming
47 year will be a thirty thousand square foot meeting and
48 conference center and exhibition space. An additional
49 forty-five thousand square foot open air arena that's a
50 competition arena and its adjacent schooling areas with

1 all-weather surfaces. And also we want to tidy things
2 up a little bit. We want to provide some paved parking
3 to really complement the new buildings and the new
4 structures that we plan on building.

5 So we're very proud of what we've been able to
6 accomplish. We recognize with the competition in the
7 industry now, we're going to have to do more to be more
8 successful. I remember John Kelly. Ms. Wilson, you
9 may remember John. John was my boss who left I guess
10 the year before last as University President down in
11 Florida. But he called a group of us in about ten
12 years ago and he said, you're going to have to be
13 totally self-supporting. You're not going to get state
14 funds. You're going to have to generate all of your
15 operating expenses through the revenue of the events
16 that you host. And, of course, we all breathed a huge
17 collective sigh at that point. So it was a challenge.
18 And very fortunately it was a challenge that we were
19 able to meet. We get no state funds for operating.
20 But each year it is a standalone year. We're only as
21 good as what we've done currently. So it is a very
22 competitive industry. And I can't thank Council enough
23 -- you've supported us through accommodations tax funds
24 for many years now. And we utilize those funds to do
25 regional and national advertising for the events that
26 we host. And these advertisements are targeted to
27 their audience, their exhibitors, and that's a perk.
28 And they recognize it as a perk. It allows us to
29 continue to host some of these large events. So we
30 appreciate your support there. We appreciate your
31 support in your attendance. I know representative Mr.
32 Allen, has been there many times for events, as has Ms.
33 Wilson, and Mr. Burns. And your word of mouth support
34 means a lot and we can't thank you enough.

35 But again, thanks for the opportunity.

36 TOMMY DUNN: Thank you, Mr. Williams.
37 Appreciate what all y'all do up at the arena. Been a
38 big asset for Anderson County. Mr. Allen, you have
39 anything -- I know it's in Mr. Allen's district and if
40 you had anything you wanted to comment.

41 TOM ALLEN: Yeah, just very quickly.
42 Thank you, Charles, very much for those comments. This
43 really is a gem sitting out there in the county. And I
44 know they've been working diligently and a lot of us
45 have trying to get a few more dollars in out there to
46 expand that and it looks like -- well, things are
47 looking a little bit brighter than they were maybe ten
48 years ago. So I wish you the very best and we'll do
49 whatever we can to help. And thank you, Charles, for
50 the great job you do.

1 TOMMY DUNN: Ms. Wilson?

2 CINDY WILSON: Thank you. And thank you,
3 Charles, that's an incredible boost to this county's
4 economy every year. The year the impact study was done
5 was the trough of the worse recession of our lifetime,
6 so for you to be in the black during that time was
7 amazing.

8 The other thing we'd be remiss if we failed to
9 mention, the Clemson Experimental Forest, that's there
10 also. They work with the arena complex and several
11 organizations. If you want to go up there on a Sunday
12 afternoon to go for an hour hike, you can go look at
13 the map and whatever color that trail is, you can go
14 for an hour walking and it will bring you right back to
15 the trail head. Many Sundays you can go by there and
16 there are maybe fifty to a hundred horse trailer out
17 there, people going out and pleasure riding or people
18 pulling up to go mountain biking or walking. We're
19 very, very blessed to have Clemson in our backyard in
20 Anderson County. It's a great lure for a lot of
21 activity and positive recognition. Thank you.

22 TOMMY DUNN: Thank you, Ms. Wilson.
23 Anyone else?

24 TOM ALLEN: Yeah, Mr. Chair, I just want
25 to say all those hundred and fifty horse trailer,
26 they're just there to use the outhouse.

27 TOMMY DUNN: We appreciate y'all, what
28 all y'all do.

29 We're moving on now to Item 6, Discussion of
30 District 2 Concerns. Ms. Floyd.

31 GRACIE FLOYD: Thank you. District 2 is
32 and has been very, very busy. I talked to a man this
33 morning at Roy's Dinner, if you know where that is.
34 The best breakfast in town. This man lived in Homeland
35 Park as well. He said something that I really liked.
36 He said, Mrs. Floyd, it's time for the Homeland Park
37 area to bloom. I like that. I really like that. And
38 we're working hard, not only to make Homeland Park
39 bloom, but to make our entire county bloom, especially
40 my county in District 2.

41 I want to tell you some things that are going
42 on. And I would like very, very much for you to listen
43 to me and see how you can fit into helping us grow the
44 flowers in, especially, Homeland Park.

45 First of all, I want to start off with
46 Broadway Water. When I first started on Council
47 sixteen years ago, Broadway Water was just there. But
48 I hope that you have seen it lately. I always said
49 that it was a diamond in the rough, and we have been
50 polishing it now for sixteen years. And it's shining

1 brightly. We are preparing to do a park out there. Do
2 you know the area called Haynie Park? It's the one
3 where there are people in the water swimming, children,
4 elderly people, young people, everybody is having a
5 good time swimming in the park; Haynie Park on Broadway
6 Lake, right under the sign that says no swimming. And
7 right around the police officer who's standing there
8 talking to them. I say that we can do better than
9 this. Do you realize -- have you ever thought of the
10 fact that we do not have one swimming pool in this town
11 that our kids can get in to swim? If it's not private.
12 They can swim in the lakes. We have two that they
13 usually swim in around here. It's the Wright Park and
14 the Haynie Park. That's sad.

15 So in District 2 we are trying to prepare
16 Broadway Lake and Haynie Park for swimming. The people
17 can come out there and enjoy themselves and bring the
18 children. I saw one lady with her baby in there, which
19 brought back old memories, because in 1972, we still
20 didn't have any swimming pools. And when my older son
21 was born, we took him out to the Wright Park and put
22 him in the water and was teaching him how to swim when
23 he was about two. And he would swim around there. It
24 would have been nice if we had a pool, but we didn't.
25 So if you can see where you can work yourself into
26 this, to help us out there, I'd appreciate it. We are
27 waiting on our architect, it seems like they're had the
28 plans for years. And we're still not ready. But I
29 have set a target date of June the 3rd, 2016 to -- you
30 don't throw out the first ball -- I'll figure something
31 to throw out in the water to get us started, to open it
32 up.

33 District 2 and Homeland Park is planning a
34 festival Saturday and we're going to have a good time.
35 We're putting a lot of things out there that the
36 children can enjoy. I've got big trucks coming. Have
37 you ever wanted to sit up in one of those eighteen
38 wheelers with the bed in the back? Have you ever had a
39 chance to do it? I haven't either. And that's
40 something I always wanted to do. So I thought the kids
41 would enjoy that. We're going to have games for the
42 kids. For the older people, we're going to have a
43 cakewalk. You know what that is, don't you? We're
44 going to have hot dogs and hamburgers and sodas, thanks
45 to Mr. Dunn, because he's part of Homeland Park as
46 well. And District 2, and don't say a word, we're
47 going to have fish and grits. And don't tell me you
48 never heard of fish and grits. Okay. I'm from the Low
49 Country and you eat a lot of fish and shrimp, you never
50 put shrimp with fish -- with grits. It's always grits

1 and fish. That's what we're going to have. You don't
2 like it, well, they outvoted me. So we're going to
3 have fish and french fries. I'm bringing my own grits,
4 okay? Like for you to come down there on Saturday.
5 If you have something you can share with us, or you can
6 share with the people, please bring it along. We will
7 fix up a table for you. Okay?

8 Also, one of my little projects I want to get
9 started, is -- are you ready for this one? I want, in
10 District 2, a golf program for our children. Golf. Do
11 you know how many golf courses that are being closed
12 right in our area and we're supposed to be one of the
13 best golfing place in the state? They're closing them
14 up fast. So why can't we have our children out there?
15 They play football, they play soccer, they play tennis,
16 they play baseball and everything else that they play.
17 Why not play golf on a golf course? We have so many
18 now that's closing. So that's one of the things I'd
19 like to get started in District 2 for our children, all
20 of our children. We're busy. But we can't do it by
21 ourselves. The logo we've chosen for Homeland Park is
22 Together We Will. It doesn't have an ending because
23 together we will spruce up our neighborhood, we will
24 take care of our children, we will have things for our
25 seniors to do, things for our adults to do. Together
26 We Will. So please come out and join me.

27 I met a young guy today who just moved to
28 Anderson. He's been here six months. And he's not
29 married, he doesn't have a girlfriend. But I promised
30 him that if he would come out there we would find one.
31 Okay? So you young ladies, if you're not doing
32 anything, if you're emotionally attached, come out
33 there and help me out. Okay.

34 Mr. Chairman, I thank you.

35 TOMMY DUNN: Thank you, Ms. Floyd.

36 Moving on to Item number 7, third reading.

37 7(a) will be first, 2015-026 an ordinance amending
38 section 2-351 (membership, terms) of the Anderson
39 County Code as to provide for terms of service at the
40 pleasure of council and to provide that the
41 Accommodations Tax Advisory Committee membership shall
42 meet the requirements of South Carolina Code section 6-
43 4-25.

44 Again, this is third reading. Put that in the
45 form of a motion.

46 TOM ALLEN: Second.

47 TOMMY DUNN: Second Mr. Allen. Any
48 discussion? All in favor of the motion show of hands.
49 All opposed like sign. Show the motion carries
50 unanimously.

1 Moving on to Item number 7(b) 2015-028 an
2 ordinance amending section 2-606 of the Anderson County
3 Code so as to allow for electronic/internet bidding for
4 the sale, transfer and disposal of surplus county
5 personal property. Mr. Tom Allen. Again, this is
6 third reading. Mr. Allen.
7 TOM ALLEN: I don't really have anything
8 to add to it at this time. We've already discussed
9 this a couple of times and it's something we felt would
10 certainly put us into the twenty-first century by
11 allowing electronic bidding. So ...
12 TOMMY DUNN: Put that in the form of a
13 motion?
14 TOM ALLEN: I'll put that in the form of
15 a motion.
16 TOMMY DUNN: Have a second?
17 KEN WATERS: Second.
18 TOMMY DUNN: Second Mr. Waters. I make a
19 -- like to make an amendment to the motion. I think
20 all y'all got it -- should have a copy of this at your
21 desk. We talked about this the last Council meeting
22 and all it just adds is one sentence. Any of these
23 options may be utilized for disposal of obsolete or
24 surplus equipment.
25 CINDY WILSON: Mr. Chairman.
26 TOMMY DUNN: Yes, ma'am.
27 CINDY WILSON: There was also a slight
28 change. The line above it, instead of in lieu of, it
29 says in addition to.
30 TOMMY DUNN: Okay. That is highlighted.
31 I'm sorry.
32 CINDY WILSON: That's part of what we ---
33 TOMMY DUNN: Right before that it just
34 says public auction pursuant to public -- proper public
35 notice or by electronic/internet bidding to the highest
36 bidder in addition to sealed or written bids. And the
37 last sentence makes it very plain. Any of these
38 options may be utilized for disposal of obsolete or
39 surplus and Mr. Harmon's the one that come up with this
40 wording. Any -- I put that in the form of a motion.
41 Have a second?
42 KEN WATERS: Second.
43 CINDY WILSON: Second.
44 TOM ALLEN: Second. Mr. Chair?
45 TOMMY DUNN: Second Ms. Wilson. Mr.
46 Allen, go ahead.
47 TOM ALLEN: No, correct me if I'm wrong
48 on this, Mr. Harmon. But I've heard that on this
49 electronic bidding, if these companies get this, they
50 want to have an exclusive to it. In other words, if

1 you have a sealed bid to go with it, they're going to
2 say, ---
3 TOMMY DUNN: It's either or, Tom.
4 Either, or.
5 TOM ALLEN: No, it says in addition to.
6 That makes it sound like you're going to do both.
7 TOMMY DUNN: No, you're making too much
8 -- I'll let Mr. Harmon explain this.
9 TOM ALLEN: Okay.
10 TOMMY DUNN: He can word this, I went
11 over this -- we went over this, but the bottom, the
12 next sentence plainly says any of these options may be
13 utilized. Mr. Harmon, can you answer the question for
14 Mr. Allen? Make sure ---
15 LEON HARMON: Yes, that is the reason why
16 the second sentence is in there, to make sure that any
17 of these options can be utilized to sell surplus
18 obsolete equipment.
19 TOM ALLEN: Okay. Any of them
20 individually?
21 LEON HARMON: Yes.
22 TOM ALLEN: Okay. Electronic/internet
23 bidding to the highest bidder, in addition to. I don't
24 know, it's not very clear to me. Let me read the
25 sentence. Maybe I haven't had enough coffee today.
26 Auction pursuant to proper public notice or by
27 electronic/internet bidding to the highest bidder in
28 addition to sealed or written bids. So it sounds like,
29 yes, you can do public notice or by electronic/internet
30 bidding to the highest bidder in addition to sealed or
31 written bids. It sounds like you've got to do the
32 sealed or written bids along with the other. Maybe I'm
33 just reading too much into it.
34 LEON HARMON: I think that's cleared up by
35 the next sentence. The idea is to use any one of these
36 four methods to sell surplus equipment.
37 TOM ALLEN: And that's what I would
38 want. And I agree a hundred percent with that, if
39 that's what the intent of this is. Okay.
40 Thank you, Mr. Chair.
41 TOMMY DUNN: All in favor of the
42 amendment show of hands. Opposed like sign. Show the
43 motion carries unanimously. Now the original motion.
44 All in favor of the original motion show of hands.
45 Opposed like sign. Show the motion carries
46 unanimously.
47 Moving on to Item number 8 Second reading.
48 Number 8(a) this will be 2015-029 an ordinance to amend
49 an agreement for the development of a Joint County
50 Industrial and Business Park (2010 Park) of Anderson

1 and Greenville Counties so as to enlarge the Park. You
2 have anything new to add, Mr. Nelson?
3 BURRISS NELSON: Nothing new. Just to add
4 another property from Greenville to our park agreement.
5 TOMMY DUNN: We have a motion move this
6 forward?
7 CINDY WILSON: So moved.
8 TOMMY DUNN: Motion Ms. Wilson, second
9 Mr. Crowder. Any discussion? Hearing none, all in
10 favor of the motion show of hands. All opposed like
11 sign. Show the motion carries unanimously.
12 Moving on to 8(b) 2015-030 an ordinance to
13 amend an agreement for the development of a Joint
14 County Industrial and Business Park (2010 park) of
15 Anderson and Greenville Counties so as to enlarge the
16 park. (Project Capacity). Mr. Burriss Nelson. You
17 got anything new on this?
18 BURRISS NELSON: No, sir, nothing new.
19 TOMMY DUNN: We have a motion to move
20 this forward?
21 CINDY WILSON: So moved.
22 TOM ALLEN: So moved.
23 TOMMY DUNN: Motion Mr. Allen. Second
24 Ms. Wilson. Any further discussion? Hearing none, all
25 in favor of the motion show of hands. All opposed like
26 sign. Show the motion carries unanimously.
27 Moving on to 8(c) 2015-031 an ordinance
28 authorizing an Infrastructure Financing Agreement on
29 behalf of Project Liba (the "company"); the expansion
30 of the boundaries of the Joint County Industrial and
31 Business Park jointly developed with Greenville County,
32 South Carolina to include certain real property located
33 in Anderson County, South Carolina. Mr. Nelson,
34 anything new you'd like to explain on this?
35 BURRISS NELSON: No, sir, just the twenty-
36 five excellent jobs with average salary of twenty-two
37 fifty-three an hour. Annual payroll of one point one
38 million.
39 TOMMY DUNN: Thank you. Ms. Floyd?
40 GRACIE FLOYD: How many jobs?
41 TOMMY DUNN: Twenty-five. We have a
42 motion?
43 FRANCIS CROWDER: Motion.
44 TOMMY DUNN: Motion Mr. Crowder and
45 second Mr. Waters. Now any further discussion? All in
46 favor of the motion show of hands. Show the motion
47 carries unanimously.
48 Moving on to number 9 -- moving on to Item
49 number 9, Ordinance's first reading. Number 9(a) 2015
50 an ordinance to amend an agreement for the development

1 of a Joint County ---
2 TOM ALLEN: 8(d).
3 KEN WATERS: Yeah, 8(d).
4 TOMMY DUNN: Well, if y'all insist. I
5 got ahead of myself. I had that scratched off.
6 KEN WATERS: Mr. Cole, will you watch him
7 over there?
8 TOMMY DUNN: Y'all put that in the form
9 of a motion?
10 KEN WATERS: Second. Put that in the
11 form of a motion.
12 TOMMY DUNN: Sorry, I had it scratched
13 off. I scratched it off too early. Number 2015 --
14 8(d) number 2015-033 an ordinance authorizing execution
15 and delivery of an Infrastructure Financing Agreement
16 between Anderson County, South Carolina and "Project
17 Lab", granting certain infrastructure credits to
18 Project Lab; the expansion of the boundaries of the
19 joint county industrial park jointly developed with
20 Greenville County, South Carolina to include certain
21 real property located in Anderson County. Have a
22 motion to move that forward?
23 CINDY WILSON: So moved.
24 KEN WATERS: Second.
25 TOMMY DUNN: Motion Mr. Cole, second Mr.
26 Waters. Any further discussion? I was just making
27 sure y'all was paying attention a while ago. And some
28 of y'all was. All in favor of the motion show of
29 hands. All opposed like sign. Show the motion carries
30 unanimously.
31 Now, with Mr. Allen and Mr. Waters' indulgent,
32 we'll move on to Number 9(a) now?
33 KEN WATERS: You can go to 9 now if you
34 want to. Or you can go to 10, whichever one you want
35 to go to.
36 TOMMY DUNN: 9(a) Ordinance First
37 Reading, 2015-032 an ordinance to amend an agreement
38 for the development of a Joint County Industrial and
39 Business Park (2010) of Anderson and Greenville
40 Counties so as to enlarge the park. Mr. Nelson.
41 BURRISS NELSON: Yes, sir, Mr. Chairman and
42 members of Council. This is like the previous two at
43 second reading. Greenville is adding the property to
44 our multi-county park agreement.
45 TOMMY DUNN: Have a motion to move this
46 forward?
47 FRANCIS CROWDER: I make a motion.
48 KEN WATERS: So moved.
49 TOMMY DUNN: Motion Mr. Crowder, second
50 Mr. Waters. Any further discussion? All in favor of

1 the motion show of hands. All opposed like sign. Show
2 the motion carries unanimously.
3 Number 9(b) #2015-034 an ordinance to
4 authorize and accept the transfer of authority to
5 conduct municipal elections scheduled for November of
6 odd numbered years for the city of Belton to the
7 Anderson County Registration and Elections Board. This
8 coming from Mr. Cole. Mr. Cole and Mr. Burns. Mr.
9 Cole, you going to put this in the form of a motion?
10 KEN WATERS: Second.
11 TOMMY DUNN: Second Mr. -- motion Mr.
12 Cole, second by Mr. Waters. Now are there any
13 discussion? Hearing none, all in favor of the motion
14 show of hands. All opposed like sign. Show the motion
15 carries unanimously.
16 Remember 9(c) was pulled.
17 We'll be going to 9(d)2015-036 an ordinance to
18 provide for the creation of the Farm Special Tax
19 District; to establish the nature of services to be
20 performed therein; to designate the uniform service
21 charge in the Farm Subdivision Special Tax District; to
22 provide for the operation of the Farm Subdivision
23 Special Tax District. This was a misprint, this will
24 be under Holt Hopkins instead of Michael Forman coming
25 up. We want to put this in the form of a motion to get
26 on the floor.
27 KEN WATERS: So moved.
28 TOMMY DUNN: Motion Mr. Waters and second
29 Mr. Allen. Mr. Hopkins, you got anything you want to
30 add to this?
31 HOLT HOPKINS: Briefly, it's in District 6,
32 it's up off of Highway 8, directly across from Old
33 Mill. The residents there overwhelming -- a lot higher
34 percentage than normal -- over eighty percent signed a
35 petition willing to pay for the improvements so the
36 road could become a county road.
37 TOMMY DUNN: Thank you. Any more
38 discussion? Questions? All in favor of the motion
39 show of hands. All opposed like sign. Show the motion
40 carries unanimously.
41 We're moving on to 9 ---
42 GRACIE FLOYD: Mr. Chair?
43 TOMMY DUNN: Yes, ma'am.
44 GRACIE FLOYD: I have a question.
45 TOMMY DUNN: Yes, ma'am.
46 GRACIE FLOYD: I'm going to have to back up
47 because we went through that one. On Item 9(c).
48 TOMMY DUNN: Yes, ma'am.
49 GRACIE FLOYD: Would you please tell me why
50 it was removed. It's an ordinance to amend an

1 agreement for the development of a joint county
2 Industrial and Business Park.

3 LEON HARMON: Mr. Chair?

4 TOMMY DUNN: Yes, sir.

5 LEON HARMON: If I may, I can answer Ms.
6 Floyd's question. The attorney for the company asked
7 that that be taken off the agenda for tonight. I
8 expect it will come back to us later. It is to add a
9 property in Greenville to the Anderson Greenville
10 multi-county park.

11 GRACIE FLOYD: I know, that's the purpose
12 of the ordinance. But I was just wondering why it was
13 just taken off like that.

14 TOMMY DUNN: Attorneys asked for it to
15 be. They got some last minute changes they said.
16 That's the thing they had on my desk this morning when
17 I got here. Or this afternoon, rather.

18 GRACIE FLOYD: So we have some last minute
19 changes to the other documents and we're going to pause
20 the NCIP ordinance for now. That's acceptable. Thank
21 you.

22 TOMMY DUNN: Thank you.

23 Now, moving back to 9(e) 2015-037, an
24 ordinance authorizing an amendment to the
25 Infrastructure Financing Agreement on behalf of
26 Tetramer Technologies LLC and South Mechanic Street
27 properties, LLC (the "Companies") so as to accurately
28 reflect the intention of the parties regarding the
29 economic incentives for the project formerly known as
30 Project CHOCO. Mr. Burriss Nelson.

31 BURRISS NELSON: Mr. Chairman, members of
32 Council, I apologize for the inconvenience of bringing
33 this to you by title only. We'll have all of the
34 language changes and corrections. If you'll remember,
35 this project is a spin-off of Intellectual Properties
36 from Clemson University company in Pendleton and this
37 is also in cooperation with the town of Pendleton. The
38 company produces a product that reduces the fat content
39 of chocolate by fifty percent. Ought to make lots of
40 people very happy on that count. But just a correction
41 of the technical language to be sure that it works out
42 the way that we intended for it. There's no change at
43 all in the deal itself. No components have changed at
44 all. It's still where we have offered an SSRC of
45 ninety-nine percent for ten years not to exceed a
46 hundred and sixty-five thousand dollars in total return
47 of tax dollars or non-payment of tax dollars. And --
48 but brings to the table twenty-six jobs with an average
49 hourly pay of thirty thousand dollars a year. A total
50 annual payroll of one point five million. But this is,

1 like I said, a technical language change only. It
2 doesn't change the deal at all.
3 CINDY WILSON: Mr. Chairman.
4 BURRISS NELSON: I would respectfully request
5 that you give favorable consideration.
6 TOMMY DUNN: Ms. Wilson.
7 CINDY WILSON: A quick correction. Thirty
8 dollars an hour.
9 BURRISS NELSON: Thirty dollars -- I'm sorry.
10 CINDY WILSON: That's really cool.
11 BURRISS NELSON: Sixty thousand a year.
12 TOMMY DUNN: We have a motion to move
13 this forward?
14 FRANCIS CROWDER: I make a motion.
15 TOMMY DUNN: Mr. Crowder makes a motion.
16 Mr. Allen seconds it. Any discussion? Great job.
17 Look forward to this. All in favor of the motion show
18 of hands. All opposed like sign. Show the motion
19 carries unanimously.
20 BURRISS NELSON: Thank you.
21 TOMMY DUNN: We'll take a short five
22 minute recess before head on. If no objections, we'll
23 be adjourned, have a recess for about five minutes.
24 **(RECESS FROM 7:15 TO 7:23 PM)**
25 TOMMY DUNN: Moving on to Item number
26 10(a), R2015-057 a resolution of the Anderson County
27 Council asserting non-participation in the Refugee
28 Resettlement Project. Ms. Wilson, Mr. Allen and Mr.
29 Crowder. Who wants to go first?
30 CINDY WILSON: Whereas, the Anderson County
31 Council is the designated governing body authorized to
32 use appropriate ordinances, resolutions and police
33 powers to protect the health, safety and welfare of the
34 citizens of the county; and
35 Whereas, the issue of resettlement of refugees
36 from the Middle East and other illegal aliens is a
37 matter of the most urgent concern, as it involves vital
38 issues of national security, terrorism, public health
39 and public safety, and expenditures of public taxpayer
40 funds; and,
41 Be It Resolved that the Anderson County
42 Council will not approve or proceed with the Refugee
43 Resettlement Project within the borders of Anderson
44 County, South Carolina; and
45 Be It Further Resolved that the Anderson
46 County Council calls on all South Carolina public
47 officials, governmental and non-governmental to
48 immediately cease and desist from all placements of
49 refugees anywhere within the state of South Carolina
50 until the South Carolina Legislature convenes and

1 passes legislation reflecting the will of the people in
2 South Carolina by approving a state public policy on
3 any and all refugee resettlement within South Carolina.
4 And I put this into a form of a motion, Mr.
5 Chairman.
6 TOMMY DUNN: We have a second?
7 TOM ALLEN: Second.
8 TOMMY DUNN: Second Mr. Allen. Any
9 discussion?
10 GRACIE FLOYD: Yes.
11 TOMMY DUNN: Ms. Floyd.
12 TOM ALLEN: Go ahead, Ms. Floyd.
13 TOMMY DUNN: Go ahead. You asked for the
14 floor.
15 GRACIE FLOYD: Yes, I did. I have given
16 this a lot of thought. I've talked to a lot of people
17 in my district about this. And I know what the
18 problems are. Mrs. Fant went through some of the
19 problems with us tonight. And I'm sure that -- she did
20 a fine job, but I'm sure that most of us know what the
21 problems are. This is a situation where you want to do
22 the right thing. And you really want to, you know,
23 help as much as you can. And I'm wrestling with myself
24 and I'm praying hard, you know, asking what we should
25 do. And since I have to vote on this, I'm asking what
26 I should do to make it -- to make it not good or not
27 all right, but to make an effort so we can do, you
28 know, the right things for others. And I'm going to
29 vote tonight -- I'm going to vote my conscience
30 tonight. You laughed ---
31 TOMMY DUNN: No, ma'am. I yawned. I'm
32 sorry. I said, excuse me. Yes, ma'am.
33 GRACIE FLOYD: I'm going to try to vote my
34 conscience. I am going to vote my conscience tonight.
35 And I just hope that others will understand and because
36 I have wrestled with this decision. I did not -- and I
37 don't take this lightly. And I thank you, Mr. Chair.
38 TOMMY DUNN: Yes, ma'am, Ms. Floyd. Mr.
39 Allen.
40 TOM ALLEN: Thank you, Mr. Chairman.
41 Yeah, I've looked at this, too, and I'd like to read
42 something just very briefly here regarding the refugee
43 resettlement program. And I wanted to put it into a
44 little bit of perspective. And before I answer this
45 question, I'd just like to say that, first of all, I
46 retired from the military and I've been to a lot of
47 different countries around the world. And I honestly,
48 I have met good people in every country in the world.
49 And I think any of you out there could go to any
50 country in the world, I don't care where it is, and the

1 average person, you could find friends. You could get
2 along with people. They're not all mean, nasty folks
3 out there. There are a lot of good people in the
4 world. The average citizen in these countries, they
5 don't want to have a war. They don't want to go to war
6 with anybody. They just want to survive. And I've
7 often thought if every person in the world could walk
8 in every other person's shoes for a day somehow, we
9 probably wouldn't have any wars. Bottom line is,
10 there's a lot of good people all over the world.

11 I thought long and hard on this question and I
12 felt sorry for some of the pictures I saw on TV, the
13 children fleeing those dreadful conditions in the
14 Middle East and even those leaving Serbia trying to
15 enter Hungary and other European countries. It looked
16 terrible. But to put this into perspective from my
17 standpoint, I was born right after World War II in
18 1946. And my formative years were in the 1950's and
19 '60's. And relatively speaking these were pretty good
20 times for the U.S. And at that time we were taught in
21 school, hey, we are the great melting pot. We're the
22 greatest country on earth. Come on over. Come to
23 America. We'll take you. You can be all that you can
24 be and this is a wonderful place and you're welcome to
25 come on in. That's the way I was taught in the '50's
26 and '60's. Then we add to that that the French gave us
27 the Statue of Liberty and what's it say there? Give us
28 your tired, your hungry, your weary, your downtrodden,
29 yearning to be free. Come on over. We're the United
30 States. We're the best in the world and to quote the
31 army, you can be all that you can be if you come over.
32 We'd like to have you here. And on the Statue of
33 Liberty, it doesn't say anything about race, color,
34 creed or religion. It just invites everybody to come
35 on in.

36 And even the Constitution if you want to go
37 back that far, provides for freedom of religion. And,
38 indeed, that was one of the key founding factors to
39 this nation. Doesn't matter what religion you are.
40 Come on over.

41 Now, having said all of this and the way I was
42 brought over, it sounds like we should accept all the
43 people that want to come into this country legally,
44 anyway. They should be able to come in. But let's
45 fast forward a little bit now. Two hundred and thirty
46 years after the Constitution, a hundred and twenty-nine
47 years after the Statue of Liberty was given to us, and
48 some seventy years since the end of World War II.
49 Things have changed. They've changed a lot. Refugees
50 wanting to come to America from the Middle East, and

1 even Eastern Europe, are primarily Muslim. Many of
2 them are good people. I imagine there are a bunch of
3 good people in the group. But some of them wish to
4 kill Christians. And they view the United States as
5 the great Satan. That's no secret. We hear that all
6 the time. The problem I have is we have no way of
7 vetting these people that are wanting to come into the
8 country or of determining, in other words, the good
9 from the bad.

10 One photo I saw of refugees walking down a
11 road in Hungary on their way to Germany -- and this was
12 a Hungarian news outfit that had taken this picture --
13 as far as you could see down the road were refugees.
14 Some of them pushing babies in baby carriages. They
15 were all men, they were all between the ages of about
16 twenty and forty. They were all well dressed and they
17 all looked pretty darn healthy. Where were the women
18 in this refugee group? I don't know. We have in this
19 country a porous Southern border. Everybody's familiar
20 with that. That's one problem that we have. We don't
21 know who or how many or what's coming across the
22 Southern border. We've got little control over who or
23 how many aliens have entered this country. Nor do we
24 know how many of those are radicals wishing to possibly
25 initiate jihad or pull off whatever type of terrorist
26 activity they might have in mind. Our Southern border
27 situation is bad enough without allowing more refugees
28 from Muslim nations to enter without proper vetting.
29 Some of them may be quite good and would be an asset to
30 the United States. But how many others have a
31 different idea? I have no problem with anyone's
32 religion, until it gets to the point where one of their
33 options is to kill those who do not believe the same
34 way they believe; then I have a problem.

35 From a security standpoint, Mr. Michael
36 Steinback, he's assistant director of the FBI, states
37 it is not possible to vet these refugees. He further
38 states terrorist organizations have publicly stated
39 they are exploiting the refugee program to travel to
40 the West. In other words, they're infiltrating
41 terrorists into these groups coming to the West. He
42 also notes that five of the richest gulf states have
43 said they will not accept any of these refugees due to
44 security risks. That's a quote from the FBI. From a
45 financial standpoint, it will cost the United States
46 untold millions of dollars to support these refugees.
47 They'll have no jobs, no food, no medical care, no
48 housing. The U.S. government estimates there are some
49 six million Muslims in the United States. It's
50 estimated to be some one point nine billion Muslims

1 worldwide. If only five percent of these are engaged
2 in some sort of radical activity, that comes out to
3 about ten million people out of that one point nine
4 billion who may wish to do harm to the United States
5 and Christians in general. And keep in mind, during 9-
6 1-1 it only took nineteen of them to hijack two jets
7 and take down the Twin Towers, hijack another jet ended
8 up crashing in Pennsylvania and running another one
9 into the Pentagon. That was just nineteen folks that
10 did that.

11 It's also noted that the Muslim birthrate per
12 woman is three point one children, while the Christian
13 birthrate is two point seven. If these numbers hold,
14 then within a period of time, there'll be more Muslims
15 than Christians in the world and a percentage of them,
16 again, wish to take care of the Christian population,
17 shall we say. I encourage all of you to read -- to
18 research these numbers and facts. I got these off of
19 the internet, but I went to a lot of different sources
20 on the internet to find these numbers. And they -- all
21 the sources pretty much had the same numbers in there.
22 You don't believe me, please go and do your own
23 research.

24 So for the above reason, I've signed on to
25 this resolution to Council, which if passed, will be
26 forwarded to the Governor, requesting that she disallow
27 the current influx of Middle Eastern refugees from
28 settling in South Carolina. If we had some way to vet
29 them, if we knew who was coming in here, might be
30 another story. But it's not and I think it's just too
31 risky and too dangerous at this point in time to have
32 the refugees coming in to South Carolina when we don't
33 know what we're getting.

34 Thank you, Mr. Chair.

35 TOMMY DUNN: Thank you, Mr. Allen. It's
36 good to know you've been all over the world and made
37 friends. You just can't get along with people here in
38 Anderson ---

39 TOM ALLEN: I have.

40 TOMMY DUNN: --- on that.

41 FRANCIS CROWDER: May I make a comment?

42 TOMMY DUNN: Mr. Crowder.

43 FRANCIS CROWDER: My distinguished colleague,
44 I am impressed. You did a lot of ---

45 TOM ALLEN: That I can read.

46 FRANCIS CROWDER: --- a lot of research. It
47 is no, you know, no secret those of us who claim to be
48 Christians, we've openly welcomed and want to take care
49 of those that we have the capacity. But then, often we
50 are caught in the fact that to what extent -- the Bible

1 teaches us -- I know I'm not supposed to get into those
2 kinds of subjects here -- but we are often required to
3 turn the other cheek. But I know already and other
4 states around the Union, there are tremendous numbers
5 of Muslim brothers who live in Northern cities and
6 other cities that have actually, in one or two towns,
7 implemented Sharia law as a part of the law of that
8 area. That distresses me because if you read Sharia
9 law, it basically says if you don't agree with us,
10 you're our enemy. And that bothers me. If you look
11 back at those who came in to our great nation down
12 through the centuries, they came in loving to be here
13 and wanting to make this great nation and not change it
14 into the nation that they had left, but to create a new
15 nation.

16 And so, consequently, I'm not interested in
17 trying to create somebody else's nation and moving it
18 to the United States. I am interested in continuing to
19 create the great nation, but to use the talents and the
20 skills of those who come to our shores that want to
21 adopt our values, want to adopt our language. They may
22 not necessarily adopt our religion, but our values.
23 And so consequently I will be supporting this
24 resolution.

25 TOMMY DUNN: Anyone else?

26 CINDY WILSON: May I, Mr. Chairman?

27 TOMMY DUNN: Ms. Wilson.

28 CINDY WILSON: There are so many heart
29 rending situations to deal with. We have Family
30 Promise, that resolution here tonight. That requires
31 so much of us to take care of those dear people. But
32 what really is alarming is when DMV in our own county
33 requires people to remove their hats for their license
34 renewal pictures, but yet someone in a burka with just
35 a little eye slits is not required to do that. How do
36 you know it's male or female? What if they're in an
37 accident and they get hurt and you don't know how to
38 really identify them? I just don't understand why we
39 can have such a double standard when that type of thing
40 is allowed to happen in our own county.

41 I have some very dear friends who came here
42 from Lebanon, escaping from a terrible situation.
43 They've thrived here. They've contributed to the
44 community in so many ways. But if you look at what
45 happened to Lebanon, I think back in the '50's going to
46 the '70's in the eleven year war, during that time,
47 they were over-run with Syrian refugees. And it's so
48 hard for me to even comprehend the Arab countries over
49 there, as Mr. Allen pointed out, Saudi Arabia will not
50 take in any of those people because of the security

1 risk. For some reason they hate. For some reason they
2 don't have a problem with killing; not all of them, but
3 enough to make it very concerning.

4 When our own United States agriculture
5 department requires that even livestock coming into
6 this country has to be vetted and quarantined and make
7 sure they're healthy before they're assimilated into
8 the population, how can we do less than that for our
9 own humans? I'm just very concerned that when we allow
10 an invasion of this magnitude, we're creating problems
11 that we may not be able to deal with. Thank you.

12 TOMMY DUNN: Thank you. Anyone else?
13 Calling for a vote, I just want to chime in just a
14 little bit. We are, I think, a Christian nation and I
15 do think, though, there's other things this country can
16 do to help the situation without having to open our
17 arms and let these refugees in. There's other things
18 we can do to give some relief and some help. Only, I
19 think, the risk outweighs the gain for us. Also want
20 to keep in mind, you know, I doubt -- wish they would
21 -- if it is, it'd be the first time the Governor or
22 somebody listened to this Council, so you know, keep in
23 perspective, we ain't saving world peace here. This is
24 -- a lot of people come here to this Council and they,
25 you know, throw this on us and that on us. We got no
26 control over this. We can add something another, but
27 this ain't -- what we're doing here tonight's not going
28 to solve nothing. Let our voice be heard. But it's
29 being heard for ourself and I doubt if it'll ever get
30 anywhere to where people pay attention. I hope so.
31 Like I said, if it does, it'll probably be one of the
32 first times somebody's listened to us.

33 GRACIE FLOYD: Mr. Chair.

34 TOMMY DUNN: Ms. Floyd?

35 GRACIE FLOYD: That's one of the things I
36 wanted to ask. If we vote tonight of not doing this,
37 would we have the option of not accepting the refugees
38 in Anderson County?

39 TOMMY DUNN: I don't think so, no, ma'am.

40 GRACIE FLOYD: Okay. We don't have that.

41 Okay.

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

44 GRACIE FLOYD: What was the motion again?

45 TOMMY DUNN: You mind stating that again,
46 Ms. Wilson, the motion. Just the motion. You don't
47 have to read the whole thing.

48 CINDY WILSON: This is the resolution of
49 the Anderson County Council asserting non-participation
50 in the refugee resettlement project and it's basically

1 requesting that nothing be done until the South
2 Carolina legislature convenes and passes legislation
3 reflecting the will of the people in South Carolina by
4 approving a state public policy on any and all refugee
5 resettlement within the state.

6 TOMMY DUNN: Thanks. All in favor of the
7 motion show of hands. All opposed like sign. Show the
8 motion carries unanimously. Thank you very much.

9 We'll be moving on to Item number (b) R 2015-
10 058 a resolution authorizing the Anderson County Roads
11 and Bridges Department to perform maintenance on
12 certain identified gravel roads. Going back to an
13 ordinance we passed here several weeks ago. We have a
14 motion to move this forward?

15 FRANCIS CROWDER: I make a motion we move this
16 forward.

17 TOMMY DUNN: Mr. Crowder makes the motion
18 to move this forward. Ms. Wilson seconds it. Any
19 further discussion? All in favor of the motion show of
20 hands. All opposed like sign. Show the motion carries
21 unanimously.

22 Moving on, Item number 11, appointments. If
23 y'all ain't got no objections, unless something's
24 added, I'm going to go down, shorten things up, we'll
25 go what we got on our thing here. Ms. Wilson, I think
26 District 7, you got somebody? Go ahead Ms. Wilson.

27 CINDY WILSON: May we -- would y'all accept
28 my nomination for Mrs. Carolyn Cooley to go on the
29 Citizens Advisory Zoning Committee, District 7. And
30 Mrs. Marcia J. Smith for District 7 A-Tax Committee.
31 And I put that in the form of a motion, please.

32 TOMMY DUNN: Have a second?

33 TOM ALLEN: Second.

34 TOMMY DUNN: Second Mr. Allen. Any
35 further discussion? Hearing none, all in favor of the
36 motion show of hands. All opposed like sign. Show the
37 motion carries unanimously.

38 I think next, Ms. Floyd's got Farmers Market,
39 I believe. Ms. Floyd.

40 GRACIE FLOYD: Yes, I do. I would like to
41 recommend that Bobby Simmons be placed on the Farmers
42 Market Committee for District 2.

43 CINDY WILSON: Second.

44 TOMMY DUNN: Second Ms. Wilson. Any
45 further discussion? All in favor of the motion show of
46 hands. All opposed like sign. Show the motion carries
47 unanimously.

48 Are there anybody else that got any
49 appointments tonight that wasn't on the agenda,
50 something forgot, accidentally left off or something? We

1 good. Okay. Save a little time on that.
2 Request by Council members. Mr. Waters.
3 KEN WATERS: I have two, can I bring both
4 of them in the form of a motion at the same time?
5 TOMMY DUNN: That'll be okay.
6 KEN WATERS: I have one to transfer funds
7 from the recreation funds to the grounds, thirty-one
8 hundred dollars -- or three thousand one hundred and
9 twenty dollars. And then appropriate five thousand
10 dollars to the Wren Fire Department. I bring that in
11 the form of a motion.
12 CINDY WILSON: Second.
13 TOMMY DUNN: Have a second? Second Ms.
14 Wilson. Any discussion?
15 GRACIE FLOYD: Yes.
16 TOMMY DUNN: Ms. Floyd.
17 GRACIE FLOYD: Mr. Waters, I didn't
18 understand what you said on the first one.
19 KEN WATERS: Okay. Right here it says an
20 internal transfer to Building and Grounds from the
21 recreation department for Hurricane Springs
22 maintenance.
23 GRACIE FLOYD: How much was it?
24 KEN WATERS: Three thousand one hundred
25 and twenty dollars.
26 TOMMY DUNN: Made a motion. Any
27 discussion? All in favor of Mr. Water's motion show of
28 hands. All opposed like sign. Show the motion carries
29 unanimously. Mr. Allen.
30 TOM ALLEN: Hurry up and go through some
31 things. Yeah. I'd like to do two also. The first one
32 I'd like to do out of my recreation funds for Shalom
33 House Ministries, five hundred dollars. And for the
34 Upstate Equine Council, two thousand. I know they
35 asked for more than that, but I'm running a little
36 short right now, so I'd like to do those two. Put them
37 in the form of a motion.
38 TOMMY DUNN: Have a second?
39 MITCHELL COLE: Second.
40 TOMMY DUNN: Second Mr. Cole. Any
41 further discussion?
42 CINDY WILSON: Mr. Chairman, may I?
43 TOMMY DUNN: Ms. Wilson?
44 CINDY WILSON: I serve on their board and
45 as a volunteer, so I have to abstain.
46 TOMMY DUNN: She need to get up and
47 leave, Mr. Harmon?
48 LEON HARMON: That would be the preferred
49 procedure.
50 TOMMY DUNN: Okay. If you wouldn't mind,

1 step outside, Ms. Wilson. Thank you.
2 **(MS. WILSON LEAVES THE ROOM)**
3 TOMMY DUNN: All in favor of the motion
4 show of hands. All opposed like sign. Show the motion
5 carries unanimously with Ms. Wilson recusing herself;
6 she stepped outside.
7 If you don't mind, I'm going to do something a
8 little bit different. That way she won't have to be
9 getting up and down. Does anybody else have any --
10 going to make a motion to give anything to the equine
11 thing that she's on?
12 MITCHELL COLE: Mr. Chairman, I'll
13 appropriate a thousand dollars.
14 TOMMY DUNN: Okay. Mr. Cole's going to
15 appropriate a thousand dollars to equine. Have a
16 second?
17 TOM ALLEN: Second.
18 TOMMY DUNN: Second Mr. Allen. Any
19 discussion? All in favor of the motion show of hands.
20 All opposed like sign. Show the motion carries
21 unanimously. Anyone else? She ought to be able to
22 stay now.
23 **(MS. WILSON RE-ENTERS THE ROOM)**
24 TOMMY DUNN: Mr. Allen, you have anything
25 else?
26 TOM ALLEN: No.
27 TOMMY DUNN: Ms. Floyd?
28 GRACIE FLOYD: Yes. I have two, please.
29 I'd like to do them both at the same time. All right.
30 To the YMCA I would like to appropriate from District
31 2's recreational funds, seven thousand dollars. This
32 money is going towards a parenting after school program
33 at Nevitt Forest. Also from -- for Homeland Park, I
34 would like to appropriate fifteen hundred dollars from
35 District 2's recreation fund. This is to go toward the
36 Festival we're going to have this weekend. And I put
37 this in the form of a motion.
38 MITCHELL COLE: Second.
39 TOMMY DUNN: Have a motion and second by
40 Mr. Cole. Any further discussion? Hearing none, all
41 in favor of the motion show of hands. All opposed like
42 sign. Show the motion carries unanimously.
43 Anything else, Ms. Floyd?
44 GRACIE FLOYD: That's it.
45 TOMMY DUNN: Mr. Cole, anything else?
46 MITCHELL COLE: I have one. Shalom House
47 Ministries, I'd like to appropriate five hundred
48 dollars.
49 TOMMY DUNN: Have a motion, have a
50 second?

1 TOM ALLEN: Second.
2 TOMMY DUNN: Second Ms. Wilson. Any
3 discussion? All in favor of Mr. Cole's motion show of
4 hands. All opposed like sign. Show the motion carries
5 unanimously. Anything else? You good?
6 Mr. Crowder?
7 FRANCIS CROWDER: Yes, sir, I have one from
8 District 1's recreation account. I'd like to request
9 appropriation of five hundred dollars for Shalom House.
10 TOMMY DUNN: Have a second?
11 TOM ALLEN: Second.
12 TOMMY DUNN: Second Mr. Allen. Any
13 further discussion? All in favor of the motion show of
14 hands. All opposed like sign. Show the motion carries
15 unanimously. Anything else, Mr. Crowder?
16 FRANCIS CROWDER: No, thank you, sir.
17 TOMMY DUNN: Ms. Wilson?
18 CINDY WILSON: Thank you, Mr. Chairman.
19 District 7 would like to appropriate two hundred and
20 fifty dollars to Shalom House from our District 7 rec
21 account.
22 TOMMY DUNN: Have a second?
23 TOM ALLEN: Second.
24 TOMMY DUNN: Second Mr. Allen. Any
25 further discussion? All in favor of the motion show of
26 hands. All opposed like sign. Show the motion carries
27 unanimously.
28 District 5 rec account would also like to
29 appropriate five hundred dollars for Shalom House
30 Ministries. Put that in the form of a motion.
31 Second Ms. Wilson. Any discussion? All in favor of
32 the motion show of hands. All opposed like sign. Show
33 the motion carries unanimously.
34 I'd also like to have a transfer of rec funds
35 of fifteen hundred dollars to the Finance Department
36 and that will be in the lieu for them to pay some bills
37 for the Homeland Park Festival. Put that in the form
38 of a motion.
39 TOM ALLEN: Second.
40 TOMMY DUNN: Second by Mr. Allen. Any
41 further discussion? All in favor of the motion show of
42 hands. All opposed like sign. Show the motion carries
43 unanimously. Anyone else? Anything else?
44 Moving on be Administrator's report. Mr.
45 Burns, you got a minute?
46 RUSTY BURNS: Chairman, if you don't mind,
47 I'll have Mr. Hopkins and Mr. Batson give an update on
48 Broadway Lake dam.
49 TOMMY DUNN: You see what time limit,
50 don't you?

1 RUSTY BURNS: Yes, sir?
2 TOMMY DUNN: You see the time limit,
3 don't you?
4 FRANCIS CROWDER: Why, is Clemson playing
5 tonight?
6 JON BATSON: Just to let you know,
7 yesterday we received an emergency order from DHEC to
8 lower the Broadway Lake. They've asked us to lower the
9 lake and have an engineering assessment done of the dam
10 due to some issues that they observed on inspection
11 over the weekend. It appears they're doing inspections
12 all over the state of significant and high hazard dams,
13 which Broadway dam is a significant hazard dam. As you
14 know, we've been working with DHEC for months on
15 repairs to that dam, so it doesn't appear that they're
16 talking with other parts of DHEC. We hope to get a
17 dialogue going this week to let them know what we've
18 been working on. And hopefully we can get some
19 resolution to this. Hopefully we won't have to keep
20 the lake down indefinitely, but they're asking us at
21 this time to keep it down until repairs are made.
22 TOMMY DUNN: Ms. Floyd.
23 GRACIE FLOYD: Okay. Mr. Batson, two
24 questions. How long will it take to make these
25 repairs?
26 TOMMY DUNN: That might be better for Mr.
27 Hopkins.
28 GRACIE FLOYD: Mr. Hopkins?
29 HOLT HOPKINS: We're still in the design --
30 the engineers are still working on putting a package
31 together of what we need to do to make the repairs. We
32 won't have that until October -- the end of October.
33 And at that point we'll have an estimate of what kind
34 of costs we're talking. We're thinking in really wild
35 -- I mean wide range of numbers, approximate a quarter
36 a million; that ball park. Maybe, I mean it could be a
37 hundred thousand to two hundred thousand. We don't
38 know that yet, until we get the ---
39 GRACIE FLOYD: All right. Mr. Hopkins,
40 where is this money going to come from?
41 HOLT HOPKINS: The original plan was that
42 we had to do these repairs by April. We were going to
43 ask DHEC could they allow us an extension until we
44 could get into the new budget. We'd figure out how to
45 do it during the budget times.
46 TOMMY DUNN: I think Mr. Burns wanted to
47 answer that, didn't you?
48 RUSTY BURNS: No, I'm just saying in last
49 budget Council authorized these monies to do the
50 investigation and the engineering work on Broadway Lake

1 and everything's moving along like it should. So we've
2 been working at this for some time. When we get the
3 engineering report back, we will receive a cost
4 estimate. Then we will come back to Council and how we
5 can fund it. And it's probably going to coincide with
6 our budget time.

7 GRACIE FLOYD: One more question. You know
8 we've had some problems at the lake on the dam thing.
9 Suppose we are cited for those problems, then are we
10 going to be in trouble?

11 HOLT HOPKINS: Well, we technically have
12 been cited. But we've been -- it's been a friendly
13 conversation with DHEC working through Jon's office, on
14 making these repairs. But they are insisting that we
15 make them.

16 GRACIE FLOYD: Well, see, I thought this
17 was a byproduct -- for better word -- of the rain
18 storms that we had.

19 RUSTY BURNS: Ms. Floyd, absolutely it is
20 a byproduct because of the number of dams that
21 collapsed from Columbia on down. And so they're
22 reviewing all of the dams in the state.

23 GRACIE FLOYD: Well, this is what I've been
24 telling people, but I'm kind of getting a little
25 concerned now. Because if we are cited for big money
26 to do that lake, you know, we're going to be in
27 trouble. Thank you.

28 TOMMY DUNN: Thank you, Ms. Floyd. I
29 just -- you made the statement, Mr. Batson, you said
30 they asked to lower the thing, is that correct? They
31 asked?

32 RUSTY BURNS: They asked in a very
33 determining ---

34 TOMMY DUNN: He said it was a friendly
35 conversation. I didn't think you could have a friendly
36 conversation with DHEC.

37 RUSTY BURNS: Let me clear this up. Any
38 confusion is my fault. We have been working with DHEC
39 and we have been working with the engineer long before
40 any of this ---

41 TOMMY DUNN: That might be our problem.

42 RUSTY BURNS: Okay. Now we believe and we
43 know that the people at DHEC we've been working with
44 haven't talked to these DHEC people or they would be
45 aware of this. And the only person that we can get on
46 the telephone is the person who can in essence say,
47 I'll take a message and get back with you. So that's
48 what's happening right now.

49 GRACIE FLOYD: Mr. Chairman.
50 TOMMY DUNN: Ms. Floyd?

1 GRACIE FLOYD: Since Broadway Lake is in my
2 district, and this is going to impact several people on
3 that lake, Mr. Batson, I would like a play by play
4 report on what's happening, so at least we can do is
5 keep the people out there informed. I hate to wait
6 around for somebody to give me some news and it takes
7 forever. You give me the play by play, even if it's
8 nothing's happening. Then I can tell them nothing
9 happening, when they call me, if they should call me.
10 I'd appreciate that. Okay.

11 TOMMY DUNN: Mr. Burns, I know you don't
12 like to do these things. You're very subtle when you
13 listen to me on these things. But you know we had this
14 situation a while back at a certain ---

15 RUSTY BURNS: Yes, sir, I do.

16 TOMMY DUNN: --- aquarium we got over
17 there at the Mall Road.

18 RUSTY BURNS: Yes, sir.

19 TOMMY DUNN: So, how about let's don't
20 mess around; if we just keep on messing with
21 bureaucrats, and let's try to get some of our friends
22 we got to speed this process along. Because all joking
23 aside, I'm with Ms. Floyd as far as -- anybody hasn't
24 been on Broadway Lake because of what's happening at
25 Hartwell Lake in the last few years and the costs,
26 there's a lot of housing and people buying and
27 investing on Broadway Lake. And they've done this with
28 good intentions and they didn't do this to have a mud
29 hole out there.

30 RUSTY BURNS: We just wanted to give
31 Council an update. Jon, what time did we receive this
32 yesterday?

33 TOMMY DUNN: And I'm sure it was
34 friendly.

35 JON BATSON: Three o'clock, something
36 like that.

37 TOMMY DUNN: Was it a friendly message?
38 RUSTY BURNS: Sir?
39 TOMMY DUNN: Friendly?
40 RUSTY BURNS: Friendly.
41 TOMMY DUNN: Okay. Thank y'all.
42 Appreciate it.

43 RUSTY BURNS: Mr. Dunn, one other thing.
44 At the last Council meeting, Council asked me to do the
45 artificial tree and ---

46 TOMMY DUNN: Wait a minute, Nikky's got
47 to get caught up here. Make sure she gets this.

48 RUSTY BURNS: The artificial tree and the
49 real tree and we have prepared a book for you to
50 examine. But basically ---

1 TOMMY DUNN: How long is it? You know my
2 reading's -- Mr. Crowder already gives us enough
3 homework. This is ---
4 RUSTY BURNS: Basically, if you basically
5 want a real tree; if you want a tree that's twenty-five
6 feet tall, then you're probably going to pay four
7 thousand five hundred. That's installed, okay? And if
8 you want an artificial tree, and since all of this
9 discussion the artificial tree people have lowered the
10 prices drastically on what they would sell us one.
11 TOMMY DUNN: Thank you, Nikky.
12 GRACIE FLOYD: What was the price?
13 RUSTY BURNS: They gave us a fifteen
14 percent discount on a thirty, twenty-eight, twenty-six
15 and twenty-two tree. But if you look at it, if you put
16 the tree in, you're looking probably at right around
17 five thousand dollars for the natural tree. Okay. If
18 you look the other way, the other cost is pretty much
19 in line. But that's -- I mean, that's it, I can't
20 dress it up or take it down.
21 TOMMY DUNN: Well, I'm just thinking. I
22 thought me and you have a conversation after last
23 Council meeting. I think I started calling you that
24 morning and you didn't get back to me till about four
25 or five o'clock that day because you was so busy
26 everybody calling and wanting to give free Christmas
27 trees to the county.
28 RUSTY BURNS: And that is the bonafide
29 fact, Mr. ---
30 TOMMY DUNN: Get one of those.
31 RUSTY BURNS: We have been offered more
32 free Christmas trees than you can shake a stick at.
33 GRACIE FLOYD: Mr. Chairman.
34 TOMMY DUNN: Yes, ma'am.
35 GRACIE FLOYD: I'm going to read this into
36 the minutes.
37 TOMMY DUNN: Go ahead, Ms. Floyd.
38 GRACIE FLOYD: It's from ---
39 TOMMY DUNN: Ms. Floyd, if you would,
40 have to hear you.
41 GRACIE FLOYD: I won't say who it's from.
42 I'll just read it, okay. It says, I just saw the
43 article about the Christmas tree. You know, Pendleton
44 spent like twenty to twenty-five thousand dollars on
45 the tree we put up on the Square over ten years ago.
46 That was a lot of money back then. That was the best
47 money we could have spent. Not only are we not having
48 to try and trim a live tree every year or keep one
49 alive, but it's also saving us on the cost of lights.
50 It's easier to install and decorate and it looks good

1 every year. I think if you asked my Council would they
2 buy one again when the time comes, that they would buy
3 one again when the time comes. Not sure if this helps
4 you at all, but at least you can point your Council in
5 our direction to look at our tree.

6 Now, I'm going to have a little quiz. Mr.
7 Cole? What was my last sentence? Okay. All right.
8 But anyway, I think that this should go into our
9 records so everybody can see it. Ten years ago twenty-
10 five thousand dollars would have caused the same
11 reaction that our forty-five thousand dollar tree --
12 we're having to look at. But I think it's the best
13 price. I think it would cut down on the time that we
14 have to pull people off their jobs to decorate that
15 tree. And I think it would ensure us that we would
16 have a beautiful Christmas tree every year.

17 TOMMY DUNN: Thank you, Ms. Floyd.

18 TOM ALLEN: Mr. Chair.

19 TOMMY DUNN: Mr. Burns, would you mind
20 getting some facts, figures, and they're going to have
21 a Finance Committee meeting Thursday. Present it to
22 them. Yeah, next Thursday. And present it to the --
23 have something to vote on at the next Council meeting.
24 Tom.

25 TOM ALLEN: Yeah, I notice in the
26 pictures that were sent here about the cryptomeria, the
27 diadora cedars and so on. Be really careful with those
28 because a lot of those would be very difficult to
29 decorate because on all these trees shown here, the
30 live one, the limbs are like this and you'd have
31 trouble hanging an ornament on those things. Yeah,
32 they'll have a conical shape, but they're going to be
33 really tough to decorate. Thanks.

34 TOMMY DUNN: Thanks.

35 CINDY WILSON: May I, Mr. Chairman? It
36 seems like in talking with Mr. Burns last week and
37 looking out at the plaza, it might be a good time to
38 look at some of the trees that are dying and maybe
39 taking those out and taking some of the concrete around
40 -- away from some of the trees that are still thriving.
41 And Mr. Burns had a wonderful idea of maybe ---

42 TOMMY DUNN: That's a first.

43 CINDY WILSON: --- putting -- that's not
44 very nice. Anyway, maybe bringing back the beautiful
45 old fountain. And then, you know, you've got that
46 stage over to the side. It may be that you put a real
47 or an artificial tree there. Or you plant one that's
48 like Mr. Allen said, the holly type thing that gets the
49 conical shape. I think it would be worth looking into
50 it just a little bit further.

1 TOMMY DUNN: Well, that's the reason I
2 say ---
3 CINDY WILSON: Thank you.
4 TOMMY DUNN: --- let him -- let staff
5 come back and present something to the Finance
6 Committee. And they can approve and the whole Council
7 has something to look at next Council meeting. I don't
8 think -- I'm not sure, but I don't think Christmas will
9 pass before we have our next Council meeting,
10 unfortunately.
11 KEN WATERS: Mr. Chairman.
12 TOMMY DUNN: Go ahead, Mr. Waters.
13 KEN WATERS: If we wait until December
14 the 28th we might get a good deal on one.
15 TOMMY DUNN: Thank you. Citizens
16 comments. Mr. Harmon.
17 LEON HARMON: Mr. Chairman, there are no
18 citizens signed up to speak.
19 TOMMY DUNN: Remarks from Council
20 members. Ms. Wilson.
21 CINDY WILSON: Really wonderful, positive
22 recognition is taking place in our county. For
23 example, a very public persona who's running for
24 President came, had a record setting attendance at the
25 Civic Center and a jet to land at the airport. Last
26 weekend they had an agility dog competition up at the
27 Garrison Arena. Apparently there were dogs from all
28 over for that. All kinds of really cool fishing
29 tournaments going on. And some good economic
30 development. I think it's so nice to have a great
31 partnership with the citizens of this county and some
32 great employees. A lot of really good things are
33 happening with everybody working so hard. Thank you.
34 TOMMY DUNN: Thank you, Ms. Wilson. Mr.
35 Crowder?
36 FRANCIS CROWDER: No, sir.
37 TOMMY DUNN: Thank you, Mr. Crowder. Mr.
38 Cole?
39 MITCHELL COLE: Mr. Chairman, I've already
40 started whistling Christmas tunes, so I'm in favor of
41 the artificial tree. So let's get the price as low as
42 we can.
43 TOMMY DUNN: Okay. Thanks. Ms. Floyd?
44 GRACIE FLOYD: Yes. At the last Council
45 meeting we were given something on the rails. The
46 train rail that could go from Charlotte to Atlanta.
47 And I think we have an opportunity to get in on this.
48 And I think it's a good idea.
49 Mr. Burns, I would like for you to please
50 research that a little bit more. I read once about a

1 fast speed train coming this way. And Anderson County
2 was out of it. They did not have us listed as a place
3 to stop.

4 RUSTY BURNS: I placed that information in
5 Council's box. And in that information it outlines
6 four possible routes. And one of those routes goes
7 right through Anderson. Keeping our eye on that. If
8 they have any information sessions we will attend and
9 we make Anderson County's wishes be known.

10 GRACIE FLOYD: And I want to go with you
11 ---

12 RUSTY BURNS: Fine.
13 GRACIE FLOYD: -- when you attend.
14 RUSTY BURNS: Yes, ma'am.
15 GRACIE FLOYD: A couple of years ago, oh,
16 God, the man from Appalachian Councils of Government --
17 what's his name? No.
18 TOMMY DUNN: Steve.
19 RUSTY BURNS: Steve Pelissier?
20 GRACIE FLOYD: Steve. Is Joe Newton on
21 Appalachian Council of Government?
22 RUSTY BURNS: He has retired, Ms. Floyd.
23 GRACIE FLOYD: Joe Newton?
24 RUSTY BURNS: Yes, ma'am.
25 TOMMY DUNN: Not Joe Nimmer. Joe Newton,
26 you said, right?
27 RUSTY BURNS: Joe Newton was there forever
28 and he handled a lot of transportation.
29 GRACIE FLOYD: Okay. Anyway, anyway, we
30 traveled down to Columbia and had meetings with people
31 after people about trying to get this rail started from
32 Greer, South Carolina down to the coast. And it seemed
33 like the interest wasn't there at the time that we did
34 that. But it has always been one of my interests. And
35 I've talked to some people in Columbia about it. And
36 now it looks like it could be a possibility if we would
37 get behind that. Just think about the meetings in
38 Columbia that we could attend without having to drive
39 our cars or getting up at midnight to get down to
40 Columbia on time and find a parking space. I am fully
41 in favor of that one, Mr. Burns. And if you could call
42 Appalachian Council to see where that's headed now --
43 have you called Steve, that's his name. If we can call
44 Steve and see where that stands now, that would be a
45 good thing. Anderson County doesn't need to be left
46 out of anything any more. We've paid our debt of being
47 -- our dues to be a part of it.
48 RUSTY BURNS: That's why I wanted Council
49 to be aware.
50 GRACIE FLOYD: Thank you.

1 TOMMY DUNN: Anything else, Ms. Floyd?
2 GRACIE FLOYD: That's it.
3 TOMMY DUNN: Mr. Allen?
4 TOM ALLEN: Yeah, just very quickly an
5 item that's come up. There's been a lot of talk about
6 it, I haven't seen a whole lot of advertising on it,
7 though, and that's the Blue Grass Bash that's going to
8 occur here over at the Civic Center on October 29th
9 through the 31st. It's three days and it's going to be
10 a huge blue grass event with some really big names in
11 the blue grass field will be there. So it's going to
12 be quite an event and I hope it gets publicized real
13 well. Thank you, Mr. Chair.
14 TOMMY DUNN: Thanks.
15 GRACIE FLOYD: I didn't -- excuse me.
16 TOMMY DUNN: Go ahead.
17 GRACIE FLOYD: I didn't get one of those in
18 my -- did all of y'all get one?
19 TOM ALLEN: No, ???
20 GRACIE FLOYD: Now this is not an Anderson
21 County event, is it?
22 TOM ALLEN: It's at the Civic Center.
23 GRACIE FLOYD: I don't care. They have
24 weddings over there, too, but it ain't Anderson County.
25 Okay. But this is not an Anderson County -- this is a
26 private thing. Is it not, somebody, please?
27 TOMMY DUNN: Yes, ma'am.
28 GRACIE FLOYD: It's a private thing. Yeah.
29 Okay.
30 TOMMY DUNN: I think we're helping out
31 with some things. Trying to get something, hopefully,
32 to take a successful venue at the amphitheater. And if
33 it can come off it will be good for the county as a
34 whole.
35 GRACIE FLOYD: You're right. You're right.
36 But it's still not an Anderson County event. And I
37 appreciate that. Thank you.
38 TOMMY DUNN: Mr. Waters?
39 KEN WATERS: All is good, I think. In
40 the morning we got to be up early to be out at Green
41 Pond, don't we? I know I do. What, 4:30?
42 RUSTY BURNS: To be there no later than
43 5:45.
44 KEN WATERS: Okay. And that'll be --
45 Dale Gilbert will be having us on -- would you explain
46 -- you know more about the details.
47 RUSTY BURNS: That will be the official
48 start of the American Bass Anglers Fishing Tournament
49 at Green Pond Landing. Channel 4 will be there live at
50 5:45. At 7:30 they will have the official opening and

1 they will have a parade of over a hundred boats
2 carrying different flags. That's all going to take
3 place right at 7:30. But Channel 4 will be there much
4 earlier and possibly some others will be there.

5 KEN WATERS: And the tournament already
6 has two hundred and ---

7 RUSTY BURNS: Two hundred and five, but I
8 think it's closer to three hundred. Last night the
9 board of directors and those officials had dinner at
10 Broadway Lake -- at our facility on Broadway Lake, so
11 we were able to show off Broadway Lake a little bit.
12 Tonight you have over six hundred anglers at our Civic
13 Center having a dinner there in preparation for the
14 tournament starting tomorrow. And it will last through
15 Thursday. And it will last until Friday. Final weigh-
16 in, I believe, is Friday. All weigh-ins will take
17 place at Green Pond Landing. And events will be inside
18 the Civic Center for the next three days. They already
19 have a -- it's the Ram Dodge series, so they have a
20 whole lot of trucks that you can go over there and
21 purchase if you're so inclined.

22 KEN WATERS: All right. I think that's
23 all I have, Mr. ---

24 TOMMY DUNN: Thank you, Mr. Waters. Just
25 a few quick things. Hope we all go home tonight and
26 keep our thoughts and prayers. We had the honor, I
27 couldn't -- I couldn't -- unfortunately couldn't make
28 it out this afternoon because of the Council meeting
29 completely, but you know, they had the walk in honor to
30 fallen fire fighters, EMS, and police officers,
31 deputies at the Civic Center. So let's keep all those
32 families in our thoughts and prayers and hope the good
33 Lord protects our men and women who protect us. And
34 their families.

35 Also want to remind Council members, Innovate
36 Anderson meeting Thursday morning if you can make it.
37 Mr. Burn, we got to keep our talk, I know you were in
38 the committee on the airport thing. But you know, I
39 know they're working on the engine -- getting the
40 engineering thing on that. But you know, we need to
41 look at something about a sign out there. That's a
42 project that can be done and that's something we need
43 to do; a nice sign out there recognizing the airport.
44 There's a lot of business going on out there now.
45 Mentioned a while ago, you know, the jet come in with
46 the presidential candidate, but we need a nice sign.

47 TOM ALLEN: They've had designs brought
48 ???

49 TOMMY DUNN: Well, we need to go ahead
50 and get a price. We need to get a true price. I think

1 some of these people, you know, you ain't got to spend
2 a hundred thousand dollars to get a nice sign.

3 Keep in mind, Council members, hopefully by
4 -- if you go off on a tangent we might get another
5 discount. If we'll keep in mind hopefully the next
6 Council meeting we'll have a hopefully a study the EMS
7 to vote on; a proposal. We've gotten -- I want to
8 commend our Convention and Visitor's Bureau, our
9 economic development staff, our parks and recreation
10 department, Mr. Burns and the rest of the staff. It's
11 too numerous to name, I think they just landed two more
12 tournaments this week for Lake Hartwell at Green Pond.
13 When I first run for County Council I said Lake
14 Hartwell is -- to me is an unhidden crown jewel for
15 Anderson County. It hasn't been done, or pushed.
16 We're finally starting to see some stuff and activity
17 out there. And you know, I don't quote no numbers, but
18 there's no doubt about it, what the facts the economic
19 impact has on Anderson County as a whole. It shines a
20 bright shining light on us and good to see that and
21 more to come.

22 Last, but not least, hopefully, in the very
23 near future, fellow Council members, hope y'all will be
24 thinking about this and keeping this in mind. I'm a
25 firm believer if you're not moving forward, sitting
26 still, you're backing up. I want y'all to look what's
27 happening around us with economic development. We can
28 all pat ourself in the back, we done it -- this
29 Council's done good, the staff's done good and all, but
30 we need to be very aggressive because other counties
31 around us are being aggressive. We need to be pro-
32 active, get some things going out here. And let the
33 people know we're going to be proactive in it and get
34 some things. I'm very encouraged about some things and
35 I hope very soon to be bringing stuff before Council to
36 be -- to be looking at. Our citizens need good jobs.
37 Can't have too many. Ms. Floyd?

38 GRACIE FLOYD: This may be hoping and
39 prayerfully a hospitality tax so we can build some
40 places for people to come when they bring their
41 families to enjoy a quality of life in Anderson that we
42 have here to offer.

43 TOMMY DUNN: That's up to Council members
44 to do what they want. Hearing that, my time's
45 concluded. The meeting is adjourned.

46
47

(MEETING ADJOURNED AT 8:12 P.M.)

ORDINANCE NO. 2015-029

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

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

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

WHEREAS, in connection with certain incentives being offered by Greenville County to CH2M Hill, Inc., it is now desired that the boundaries of the Park be enlarged to include certain parcels in Greenville County;

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

DONE in meeting duly assembled this 3RD day of November, 2015.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

By: _____
Kimberly Poulin
Clerk to Council

First Reading: October 6, 2015
Second Reading: October 20, 2015
Third Reading: November 3, 2015
Public Hearing: November 3, 2015

APPROVED AS TO FORM:

By: _____
Leon Harmon
County Attorney

Addition to Exhibit A to
Agreement for the Development of a Joint County Industrial and
Business Park dated as of December 1, 2010, as amended,
between Anderson County and Greenville County

LEGAL DESCRIPTION

CH2M HILL, INC.

All that piece, parcel or tract of land, lying and being located in the City of Greenville, Greenville County, State of South Carolina, being a portion of land as described in Deed Book 1198, page 991 and part Tax Parcel 02730001001007, and being more particularly described as follows:

Beginning at an iron pin located on the southeastern right-of-way of Verdae Boulevard (variable width right-of-way) and the eastern mitered right-of-way of Bonaventure Drive, said iron pin located approximately 1,530.5 feet east-northeast from the eastern right-of-way of Laurens Road and the northern right-of-way of Verdae Boulevard; thence along said right-of-way, N 78-44-30 E for 230.00 feet to an iron pin; thence N 11-15-30 W for 15.00 feet to an iron pin; thence N 78-44-30 E for 17.18 feet to an iron pin; thence leaving said right-of-way, S 39-57-04 E for 441.23 feet to an iron pin; thence S 38-01-26 W for 451.60 feet to an iron pin; thence N 51-58-34 W for 187.13 feet to an iron pin; thence along a curve concave to the northeast having a radius of 460.00 feet and a chord bearing and distance of N 30-52-24 W for 331.24 feet to an iron pin; thence N 09-47-19 W for 98.83 feet to an iron pin; thence along the mitered right-of-way of Bonaventure Drive, N 33-44-29 E for 161.22 feet to the Point of Beginning. Said tract contains 5.828 acres (253,884 sq. ft.), more or less.

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of October 6, 2015, October 20, 2015 and November 3, 2015, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Kimberly Poulin, Clerk, Anderson County Council

Dated: November 3, 2015

ORDINANCE NO. 2015-030

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

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

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

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

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

DONE in meeting duly assembled this 3rd day of November, 2015.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

By: _____
Kimberly A. Poulin
Clerk to Council

Approved as to Form:

By: _____
Leon Harmon
County Attorney

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

October 6, 2015
October 20, 2015
November 3, 2015
November 3, 2015

Addition to Exhibit A to
Agreement for the Development of a Joint County Industrial and
Business Park dated as of December 1, 2010, as amended,
between Anderson County and Greenville County

Bausch & Lomb Incorporated (Project Capacity)

Property located at **8507 Pelham Road, Greenville, SC 29615** identified as **Greenville County Tax Map No. 0530050102103** and also described as follows:

All that certain piece, parcel or tract of land containing thirty (30) acres, more or less, situate, lying and being at the intersection of Pelham Road and Batesville Road in the County of Greenville, State of South Carolina, as shown on a Plat entitled "Survey for Bausch & Lomb, Inc." dated February 17, 1981 prepared by Carolina Surveying Co., and recorded in the Office of the Register of Deeds for Greenville County in Plat Book 81 at Page 89. Reference to the foregoing survey is hereby craved for a more complete metes and bounds description of said property.

LESS AND EXCEPT that parcel of land conveyed as described in that certain deed recorded in the Office of the Register of Deeds for Greenville County in Deed Book 1600 at Page 907.

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 ("2010 Park Agreement"); and

WHEREAS, pursuant to the 2010 Park Agreement and the Joint-County Industrial and Business Park 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"); and

WHEREAS, Palmetto Engineering & Consulting, LLC (the "Company"), organized and duly authorized to do business in South Carolina, and, in fact, already doing business in the State, is considering acquiring by construction or purchase or lease/purchase certain land and buildings, and by construction or purchase certain furnishings, fixtures, apparatus, and equipment, for the development and expansion of an engineering and consulting facility in the County (the "Project"), which will result in a total investment of at least One Million Two Hundred Thousand Dollars (\$1,200,000) in the County, which would be subject to this Agreement, all within the meaning of the Act, and the creation of an expected forty-five (45), but not less than twenty-five (25) new, full-time jobs with an average hourly wage of \$22.23 at Palmetto Engineering & Consulting, LLC in connection with the Project, during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired and ending five (5) years after the last day of Company's property tax year (which at this time is calendar year) during which the Project is first placed in service (at this time expected to be 2015) (which ending date at this time, is estimated to be the end of 2020 (the "Initial Investment Period")); and

WHEREAS, the County has determined that the Project, and recruitment of the Company's new Project to Anderson County, would be aided by the availability of the assistance which the County might render through (1) the inclusion and retention of the Project and the other real and personal property of the Company located at the Project site(s) in the County in the Park; (2) the granting by the County to the Company of certain Infrastructure Credits to partially reimburse the Company for economic development infrastructure serving the County; and, that the inducement will, to a great degree of certainty, result in the acquisition and construction of the Project in the County; and

WHEREAS, the County has given due consideration to the economic development impact of the Project, has found that the Project and the Park payments-in-lieu-of-taxes from the Project in the Park would be directly and substantially beneficial to the County, the taxing entities of the County, and the citizens and residents of the County, and that the Project would directly and indirectly benefit the general public welfare and serve a public purpose of the County by providing services, employment, recreation, promotion of tourism, or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County, or a charge or pledge against the full faith, general credit, or taxing power of the County; and, that the purposes to be accomplished by the Project, i.e., economic development and welfare, creation of jobs, promotion of tourism, and addition to the manufacturing footprint and tax base of the County, are

proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the cost; and, has agreed to effect the issuance, execution and delivery of an Infrastructure Financing Agreement, pursuant to this Ordinance of the County Council, and on the terms and conditions set forth therein, and to expand the Park to include the Project property:

NOW, THEREFORE, BE IT ORDAINED by Anderson County, South Carolina, as follows:

Section 1. As contemplated by the Act and based on the representations of the Company as recited herein, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a “project” as said term is referred to and defined in the Act, and will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

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

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

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

(e) The benefits of the Project to the public are greater than the costs to the public;

(f) The 2010 Park Agreement will require the Company to make fee-in-lieu of tax payments in the Park in accordance with the provisions of the Act, which payments may be used to provide Infrastructure Credits through the Infrastructure Financing Agreement; and

Section 2. The form, terms, and provisions of the Infrastructure Financing Agreement presented to this meeting and filed with the Clerk to the County Council be and they are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Infrastructure Financing Agreement were set out in this Ordinance in its entirety.

The Chairman of County Council and the Clerk to the County Council be and they are hereby authorized and empowered to execute, acknowledge, attest, and deliver the Infrastructure Financing Agreement in the name and on behalf of the County, and thereupon to cause the Infrastructure Financing Agreement to be delivered to the Company. The Infrastructure Financing Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advice of the County Attorney,

their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Infrastructure Financing Agreement now before this meeting.

Section 3. There is hereby authorized an expansion of the Park boundaries to include the Project site(s) and Exhibit B to the 2010 Park Agreement (“Exhibit B”) is hereby and shall be amended and revised to include the property located in Anderson County described in the schedule attached to this Ordinance (the “Property”). Pursuant to Section 3(B) of the 2010 Park Agreement, upon the adoption of this Ordinance by the County Council and a companion ordinance by the Greenville County Council, the 2010 Park Agreement shall be deemed amended to so include the Property in Exhibit B as so revised.

Section 4. To the extent of any disparity between the terms and provisions of this Ordinance and the Infrastructure Financing Agreement, the terms and provisions of the Infrastructure Financing Agreement shall control.

Section 5. (a) The Company shall and, in the Infrastructure Financing Agreement, does agree to indemnify and save the County harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project during the term of the Infrastructure Financing Agreement, except those claims proximately caused by the intentional or grossly negligent conduct of the County or its employees and authorized agents, or those claims not based on or related to the Infrastructure Financing Agreement or this Ordinance, and the Company further shall indemnify and save the County harmless against and from all claims arising during the term of the Infrastructure Financing Agreement (regardless of when asserted) from (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of their obligations under the Infrastructure Financing Agreement, (iii) any act of the Company or any of their agents, contractors, servants, employees or licensees related to the Project, (iv) any act any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company related to the Project, or (v) any environmental violation, condition or effect, related to the Project, except that proximately caused by the intentional or grossly negligent conduct of the County or its employees and authorized agents. The Company shall indemnify and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with counsel reasonably acceptable to the County. All such indemnification and save harmless provisions shall be, and are, set forth in the Infrastructure Financing Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its agents, officers, or employees, shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder by reason of the performance of any act requested of it by the Company, or by reason of the County’s approval of the Project or the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County, its agents, officers or employees should incur any such pecuniary liability, except that proximately caused by the intentional or grossly negligent conduct of the County or its employees and authorized agents, then in such event the Company shall indemnify and hold them harmless

against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding, with counsel reasonably acceptable to the County.

(c) These indemnification covenants, at a minimum, 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, but may expand them or expound upon them, as may be shown in greater detail in such subsequent documents. In the event of any conflict or inconsistency, the indemnification and save harmless provisions of the Infrastructure Financing Agreement shall always govern.

Section 6. Whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns or other documents while the Infrastructure Financing Agreement is in effect, the Company or owner of the Project at the time shall promptly furnish to the County through the County Attorney the completed form of such required documents together with a certification by the Company or owner that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company or owner to comply with this provision, the Company or owner agrees to pay the statement for attorneys fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within 30 days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents.

Section 7. Notwithstanding any other provisions, the County is executing the Infrastructure Financing Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to economic development projects in South Carolina.

Section 8. The Chairman of County Council and the Clerk to the County Council, for and on behalf of the County, are hereby each authorized and empowered to do any and all things necessary or proper to effect the execution and delivery of the Infrastructure Financing Agreement and the performance of all obligations of the County under and pursuant to the Infrastructure Financing Agreement.

Section 9. The Chairman of County Council and the Clerk to the County Council, and any other proper officer of the County, be and each of them is hereby authorized and empowered to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 10. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 11. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict only, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

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

ANDERSON COUNTY COUNCIL:

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Kim Poulin, Clerk
Anderson County Council
Anderson County, South Carolina

Approved as to form:

Leon C. Harmon, County Attorney

First Reading: October 6, 2015
Second Reading: October 20, 2015
Third Reading: November 3, 2015
Public Hearing: November 3, 2015

**Addition to Exhibit B to Agreement for the
Development of a Joint County Industrial and
Business Park dated as of December 1, 2010
between Anderson County and Greenville County**

Palmetto Engineering & Consulting, LLC

[Add property description and tax map no.]

INFRASTRUCTURE FINANCING AGREEMENT

THIS INFRASTRUCTURE FINANCING AGREEMENT (the "Agreement"), dated as of November 3, 2015 (the "Agreement"), between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate, and Palmetto Engineering & Consulting, LLC, a limited liability company authorized to do business in South Carolina, (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Title 4 of the Code of Laws of South Carolina 1976, as amended (the "Code"), to provide special source revenue credits, secured by and payable solely from revenues of the County derived from payments in-lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, and sections 4-1-170 and 4-29-68 of the Code for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County; and

WHEREAS, the Company has committed to acquire and expand by construction and purchase, certain commercial facilities in the County, to be used for an engineering and consulting business, including paying a portion of the cost of certain infrastructure of the County serving the expansion (the "Project"); and

WHEREAS, pursuant to the authority provided in Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code (the "Joint-County Industrial and Business Park 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 ("2010 Park Agreement"); and

WHEREAS, pursuant to the 2010 Park Agreement and the Joint-County Industrial and Business Park 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"); and

WHEREAS, pursuant to and as explained herein, the County has agreed to provide special source revenue credits to reimburse the Company for a portion of the Company's costs of eligible and qualifying Infrastructure (as defined herein) for the Project by means of providing a credit against the Net Fee Payments (as defined herein) paid by the Company on behalf of the

Project and adjacent parcels of real property owned by the Company in the Park as follows: 1) a credit of forty percent (40%) (to resemble a six percent (6%) assessment ratio FILOT) for the twenty (20) year period of the Park for any manufacturing components of the Project ("Manufacturing Credit"), 2) an additional fifty percent (50%) Special Source Revenue Credit ("SSRC") for the first ten (10) tax years (beginning with the tax year ending on December 31, 2015, for which tax payment will be due not later than January 15, 2017) for all property in the Park; and

WHEREAS, by Ordinance No. 2015-031, duly enacted by the County Council on November 3, 2015, following a public hearing conducted on November 3, 2015, in compliance with the terms of the Act (as defined herein), the County Council of the County has duly authorized execution and delivery of this Agreement.

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

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa.

"Act" shall mean, collectively, Chapters 1 and 29 of Title 4 of the Code of Laws of South Carolina 1976, as amended.

"Agreement" shall mean this Infrastructure Financing Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

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

"Company" shall mean, collectively, Palmetto Engineering & Consulting, LLC, a limited liability companies duly authorized to do business in South Carolina, and their successors and assigns.

"Cost" or "Cost of the Infrastructure" shall mean, to the extent permitted by the Act, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of the Agreement: (a) obligations incurred for real property, labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the costs of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which costs are not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor,

and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs of any kind which may be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

“County” shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

“County Council” shall mean the County Council of the County.

“Event of Default” shall mean, with reference to this Agreement, the occurrence described in Section 6.01 hereof.

“Fee Payments” shall mean payments-in-lieu of taxes made by the Company with respect to the Project and adjacent parcels of real property owned by the Company by virtue of their location in the Park, as such parcels are described in the Park Agreement.

“Full-Time Job” shall mean a job, with employee benefits, requiring a minimum of thirty-five (35) hours of an employee’s time per week in the entire normal year of the Company’s operation.

“Infrastructure” shall mean, with respect to the Project, (i) land purchase and grading, (ii) the buildings, roads, water and sewer facilities and other utilities serving the Project (to the extent not paid for with state, local or federal grants), (iii) all land, improvements, and fixtures attached to and so related to any of the property described in the foregoing clauses as to be considered an integral part of such property, and (iv) personal property of the Company used in the Company’s business at the Project (“M&E”), all to the extent qualified as infrastructure under the Act.

“Infrastructure Credit” or “Credit” shall mean both the Manufacturing credit and/or the Special Source Revenue Credit in the amount set forth in Section 3.02 hereof calculated and applied against the Company’s Net Fee Payments as authorized by the Act to reimburse the Company for a portion of the Cost of the Infrastructure.

“Investment Period” shall mean both the infrastructure credit and/or the first day that real or personal property comprising the Project is purchased or acquired and ending five (5) years after the last day of Palmetto Engineering & Consulting, LLC’s property tax year during which Project property is initially placed in service (currently expected to be 2015).

“Multi-County Fee” shall mean the fee payable by the County to Greenville County, South Carolina, pursuant to the 2010 Park Agreement.

“Net Fee Payments” shall mean the Fee Payments retained by the County after payment of the Multi-County Fee.

“Ordinance” shall mean Ordinance No. 2015-031 enacted by the County Council of the County on November 3, 2015, authorizing the execution and delivery of this Agreement.

“2010 Park Agreement” shall mean the “Agreement for Development of Joint County Industrial Park,” dated effective as of December 1, 2010, as amended.

“Park” shall mean the Joint County Industrial and Business Park established by the County and Greenville County, pursuant to the terms of the 2010 Park Agreement.

“Project” shall mean the Company’s acquisition by construction or purchase of certain land, buildings, equipment, furnishings, structures, fixtures, appurtenances and other materials for any lawful commercial operations in the Park within the County, initially as an engineering and consulting firm, only to the extent that such property be placed in service before or during the Investment Period.

“Person” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council of the County, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting the economic development of the County.

(c) To the best knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such violation would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree or order, or any provision of the South Carolina Constitution or laws of the State relating to the establishment of the County or its

affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) There is not, to the knowledge of the undersigned representatives of the County, any action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby, or wherein an unfavorable decision, ruling or finding would adversely affect the enforceability, of this Agreement or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the County is there any basis therefor.

(f) Notwithstanding any other provisions herein, the County is executing this Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Agreement in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating (i) the construction or acquisition of the Project, (ii) environmental matters pertaining to the Project, (iii) the offer or sale of any securities, or (iv) the marketability of title to any property.

SECTION 2.02. Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on their part herein contained:

(a) The Company is in good standing, under the laws of the State of South Carolina, has the power to enter into this Agreement, and by proper Company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, will not result in a material breach of any of the terms, conditions, or provisions of any Company restriction or any agreement or instrument to which the Company is now a party or by which either is bound, will not constitute a default under any of the foregoing, and will not result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) The provision of Infrastructure Credits to the Company to reimburse the Company for a portion of the cost of the Infrastructure by the County has been instrumental in inducing the Company to acquire, construct and maintain the Project in the County and in the State of South Carolina, and to retain and create jobs at the Project.

(e) There is not, to the Company's knowledge, any action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, which is pending or threatened challenging the creation, organization or existence of the Company or their governing body or the power of the Company to enter into the transactions contemplated hereby, or wherein an unfavorable decision, ruling or finding would adversely affect the enforceability, of this Agreement or any other agreement or instrument to which either Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefor.

SECTION 2.03. Covenants of the County.

(a) The County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company 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, the County or any other political subdivision of the State.

SECTION 2.04. Covenants of the Company.

(a) The Company will invest at least One Million Two Hundred Thousand Dollars (\$1,200,000) in the overall Project ("Capital Investment Commitment"), and will create at least twenty-five (25) new, Full-Time Jobs with an average hourly wage of \$22.23 in the County ("Jobs Creation Commitment"), during the Investment Period.

(b) The Company shall hold harmless Indemnified Parties (as defined herein) against and from all claims by or on behalf of any person, firm or company arising from the conduct or management of, or from any work or thing done on the Project, during the term of the Agreement, except for those proximately caused by the gross negligence or willful misconduct of such Indemnified Parties, and those unrelated to the Project and this Agreement. The Company shall further indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the term of the Agreement (regardless of when asserted) from (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance

of any of their obligations under the Agreement, (iii) any act of the Company or any of their agents, contractors, servants, employees or licensees, involving the Project, (iv) any act of any assignee or sublessee of the Company or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company involving the Project, or (v) any environmental violation, condition, or effect on, upon or caused by the Project except for those proximately caused by the gross negligence or willful misconduct of such Indemnified Parties. The Company, as to the Project, shall indemnify 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, except for those proximately caused by the gross negligence or willful misconduct of such Indemnified Parties and upon notice from an Indemnified Party, the Company, respectively, shall defend it in any such action, prosecution or proceeding with legal counsel reasonably acceptable to the County.

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, 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 Company, or by reason of the operation of the Project by the Company, including all claims, liabilities or losses 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 Company, as to the Project, shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or company, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company, as to the Project, shall defend them in any such action or proceeding with legal counsel reasonably acceptable to the County.

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

(c) The Company shall pay the reasonable and necessary expenses, including the ordinary and reasonable attorneys' fees, incurred by the County with respect to the Project and this Agreement; provided, however, that no such expense shall be considered owed by the Company unless and until the County furnishes to the Company a statement or invoice in writing indicating the reason such expense has been or will be incurred and either estimating the amount of such expenses or stating the basis on which the expense has been or will be computed.

(d) The Company will provide sufficient information to the County legal and economic development staff, including, without limitation, copies of property tax filings made by the Company to the S.C. Department of Revenue with regard to the Project and the Company's other property in the Park, in order to allow County staff to verify the Company's investment, jobs creation, and credits received hereunder, annually. Further, the Company will reasonably cooperate with County in performing such verification. In return, whenever such filings or cooperation involve the use of confidential, proprietary, or business secret information which can be lawfully exempted from public disclosure, and the Company identifies such

information to the County, the County will reasonably cooperate with the Company to restrict disclosure of such filings or information to just that which is legally required to be disclosed.

ARTICLE III

INFRASTRUCTURE CREDIT

SECTION 3.01. Payment of Cost of Infrastructure. The Company agrees to pay, or cause to be paid, the Costs of the Infrastructure as and when due. The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Infrastructure Credit received by the Company. The Company agrees to complete the acquisition and construction of the Infrastructure pursuant to the plans and specifications approved by the Company. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

SECTION 3.02. Special Source Revenue Credits; Manufacturing Credits.

(a) Commencing with the first Fee Payment by the Company due with respect to the property tax year following the calendar year in which Project property is initially placed in service, (expected to be 2015), and continuing for up to nine (9) consecutive annual Fee Payments thereafter (for a potential total of up to ten (10) annual Fee Payments), the County shall hereby provide a Special Source Revenue Credit ("SSRC") of fifty percent (50%) of the Net Fee Payments made by or on behalf of the Company on behalf of the entire Project and adjacent parcels of real property presently owned by the Company in the Park pursuant to the Park Agreement, which is subject to 6% assessment ratio and is not already receiving either the manufacturing abatement under Section 12-37-220 of the Code, an existing infrastructure credit, or a negotiated FILOT arrangement under Section 4-29-67, Section 4-12-10, *et. seq.* or Section 12-44-10 *et. seq.*, South Carolina Code, 1976, as amended, subject to the following limitations and requirements: (1) as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the SSRC received by the Company, (2) the Company shall not claim total or partial abatement of *ad valorem* property taxes as to any property for which an SSRC is given, and (3) once the Company has realized and received the SSRC for a total of ten (10) consecutive annual fee payments the SSRC provided hereunder shall end. Further, commencing with such first Fee Payment, the County will provide an additional (in addition to the SSRC, not in lieu of the SSRC) Infrastructure Credit for any manufacturing components of the Project ("Manufacturing Credit") of forty percent (40%) of the Net Fee Payments made by the Company for such manufacturing components (to resemble a six percent (6%) assessment ratio FILOT) for the full twenty (20) year period of the Park. THIS AGREEMENT AND THE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X,

SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE CREDITS.

(b) Notwithstanding anything herein to the contrary, if the Company does not meet both the Capital Investment Commitment and the Jobs Creation Commitment by the end of the Investment Period, then the SSRC provided hereby shall terminate, prospectively, from that point forward and no further SSRC will be owed or taken, hereunder.

(c) 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 of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Net Fee Payments. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Net Fee Payments.

(d) As set forth in Section 4-29-68(A)(2)(ii) of the Code, to the extent that the SSRC is used as payment for personal property comprising a portion of the Infrastructure, including machinery and equipment, and the personal property is removed from the project at any time during the ten (10) year term of the SSRC, the amount of the fee in lieu of taxes due on such personal property for the year in which the personal property was removed from the Project also shall be due for two years immediately following the removal. If personal property comprising a portion of the Infrastructure is removed from the Project but is replaced with qualifying replacement property, then the Infrastructure personal property will not be considered to have been removed from the property.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company (a) a copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and (b) such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Transfer of Project. The Company may transfer this Agreement, or property to which this Agreement relates, if it obtains the prior approval, or subsequent

ratification, of the County, which approval or ratification will not unreasonably be withheld. The County's prior approval or subsequent ratification may be evidenced by any one of the following, in the absolute and sole discretion of the County providing the approval or ratification: (i) a resolution passed by the County Council; or (ii) an ordinance passed by the County Council following three readings and a public hearing. That approval is not required in connection with financing-related transfers.

SECTION 4.03 Assignment by County. The County shall not attempt to assign, transfer, or convey its obligation to provide the Infrastructure Credit provided for hereunder to any other Person.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If the County or Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the County or Company, respectively, to be performed, which failure shall continue for a period of thirty (30) days after written notice by the other specifying the failure and requesting that it be remedied is given to the County or Company, respectively by first-class mail, the County or Company, respectively shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Legal Proceedings by Company or County. Upon the happening and continuance of an Event of Default, then and in every such case the Company or County in its discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the other to carry out any agreements with or for its benefit and to perform the duties of the other under the Act and this Agreement;
- (b) bring suit upon this Agreement;
- (c) exercise any or all rights and remedies in effect in the State of South Carolina, or any applicable law, as well as all other rights and remedies possessed by the Company or County; or
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03 Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company 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 5.04. Nonwaiver. No delay or omission of the Company 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 VI to the Company or County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, and for the benefit of, the County or Company, shall, to the extent permitted by law, bind and inure to the benefit of the successors of each from time to time, and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County or Company shall be transferred.

SECTION 6.02. Provisions of Agreement for Sole Benefit of County and Company. 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 Company, any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.03. 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 Credit shall be construed and enforced as if the illegal or invalid provision had not been contained herein or therein. Further, if the Infrastructure Credit is held to be illegal or invalid, to the extent permitted by law and at the option and expense of the Company, the County agrees to use commercially reasonable efforts to issue a special source revenue bond in place of the Infrastructure Credit provided for herein, such special source revenue bond to provide for the same economic benefit to the Company which would otherwise be enjoyed by the Company for the duration of the Infrastructure Credit.

SECTION 6.04 No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body, or of the Company or any of their officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Agreement or the Infrastructure Credit or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 6.05 Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given,

unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

As to the County:

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

With copy to (which shall not constitute notice):

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

As to the Company:

George H. Wyatt, P. E. Jr.
President & CEO
Palmetto Engineering & Consulting
3504 Hwy. 153, #320
Greenville, SC 29611

The County and the Company may, by notice given as provided by this Section 7.05, designate any further or different address to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.06. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.07. 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 6.08. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.10. Conflict Between Transactional Documents. To the extent of any conflict between this Agreement and the Ordinance dated as of November 3, 2015, this Agreement shall control.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the Chairman of its County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council, and the Company has caused this Agreement to be executed by an authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By:

Tommy Dunn, Chairman
Anderson County Council
Anderson County, South Carolina

(SEAL)

ATTEST:

Kim Poulin, Clerk to County Council
of Anderson County, South Carolina

**PALMETTO ENGINEERING & CONSULTING,
LLC**

By: _____

Its: _____

ANDERSON COUNTY, SOUTH CAROLINA

ORDINANCE NO. 2015-033

AN ORDINANCE AUTHORIZING EXECUTION AND DELIVERY OF AN INFRASTRUCTURE FINANCING AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND LAKESIDE STEEL AND MACHINE, INC. (THE "COMPANY"), GRANTING CERTAIN INFRASTRUCTURE CREDITS TO THE COMPANY; THE EXPANSION OF THE BOUNDARIES OF THE JOINT COUNTY INDUSTRIAL PARK JOINTLY DEVELOPED WITH GREENVILLE COUNTY, SOUTH CAROLINA TO INCLUDE CERTAIN REAL PROPERTY LOCATED IN ANDERSON COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATING TO THE FOREGOING.

Enacted: November 3, 2015

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized by Title 4 of the Code of Laws of South Carolina 1976, as amended (the "Code"), to: (i) provide special source revenue financing, secured by and payable solely from revenues of the County derived from payments-in-lieu of taxes for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the project, and for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise, which property is determined by the County to enhance the economic development of the County (collectively, the "Infrastructure") pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, and Sections 4-1-170, 4-1-175 and 4-29-68 of the Code (collectively, the "Act"); (ii) to assist investors in acquiring, enlarging, improving, and expanding certain types of industrial and commercial projects; and (iii) to enter into agreements with other counties within the State of South Carolina for the purpose of creating joint county industrial and business parks, pursuant to which certain tax credits are made available to investors locating, improving, or expanding projects within such parks; through all of which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and certain other business enterprises to locate in and remain in the State of South Carolina, and thus utilize and employ the manpower and resources of the State of South Carolina; and

WHEREAS, Lakeside Steel and Machine, Inc., a South Carolina corporation previously known to the County as "Project Lab" (the "Company"), is considering acquiring, expanding or improving by construction or purchase certain buildings, furnishings, fixtures, machinery, apparatus, and equipment, for the development and operation of a manufacturing facility in the County (the "Project"), which the Company anticipates will result in the investment of not less than Two Million, Five Hundred Thousand Dollars (\$2,500,000) and the creation of approximately twenty-two (22) (and a minimum of thirteen (13)) new full-time jobs, with benefits, in the County during the period beginning with the first day that real or personal property comprising the all or part of the Project is purchased or acquired and ending five (5)

years after the last day of the property tax year during which property comprising all or part of the Project is first placed in service; and

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 (“Park Agreement”); and

WHEREAS, pursuant to the Park Agreement and the Joint-County Industrial and 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”); and

WHEREAS, as an inducement for the Company to locate and maintain the Project in the County, thereby promoting industry, developing trade and utilizing and employing the manpower and natural resources of the State of South Carolina, the County heretofore adopted Resolution 2014-065 (the “Resolution”) wherein the County Council agreed, subject to certain limitations set forth therein, to enter into a fee in lieu of tax agreement (a “FILOT”) with the Company under Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended; and

WHEREAS, the Company has requested that in lieu of the FILOT approved by the Resolution, the County provide certain special source revenue credits to the Company to reimburse the Company for a portion of the cost of the Infrastructure for the Project in accordance with and subject to the Act and an infrastructure financing agreement (the “Infrastructure Financing Agreement”) to be entered into by and between the County and the Company; and

WHEREAS, it appears that the draft Infrastructure Financing Agreement attached as Exhibit A hereto is in appropriate form and is an appropriate document to be executed and delivered by the County for the purposes intended, and that such Infrastructure Financing Agreement and special source revenue credits provided for therein are to be limited obligations of the County, and shall never constitute an indebtedness of the County within the meaning of any provision of the South Carolina Constitution (other than the provisions of Article X, Section 14(10) thereof) or statutory limitation, and shall not constitute or give rise to a pecuniary liability of the County or a charge against the County’s full faith, credit and taxing power;

NOW, THEREFORE, BE IT ORDAINED by Anderson County, South Carolina, as follows:

Section 1. As contemplated by the Act and based on the representations of the Company as recited herein, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a “project” as said term is referred to and defined in the Act, and will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

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

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

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

(e) The benefits of the Project to the public are greater than the costs to the public;

(f) The Park Agreement will require the Company to make fee-in-lieu of tax payments in the Park in accordance with the provisions of the Act, which payments may be used to provide Infrastructure Credits through the Infrastructure Financing Agreement; and

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

Section 3. There is hereby authorized an expansion of the Park boundaries to include the Project site(s) and Exhibit B to the Park Agreement is hereby and shall be amended and revised to include the property located in Anderson County described in the schedule attached to this Ordinance (the “Property”). Pursuant to Section 3(B) the Park Agreement, upon the adoption of this Ordinance by the County Council and a companion ordinance by the Greenville County Council, the Park Agreement shall be deemed amended to so include the Property in Exhibit B as so revised.

Section 4. To the extent of any disparity between the terms and provisions of this Ordinance and the Infrastructure Financing Agreement, the terms and provisions of the Infrastructure Financing Agreement shall control.

Section 5. (a) The Company shall and, in the Infrastructure Financing Agreement, does agree to indemnify and save the County harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project during the term of the Infrastructure Financing Agreement, except those claims proximately caused by the intentional or grossly negligent conduct of the County or its employees and authorized agents, or those claims not based on or related to the Infrastructure Financing Agreement or this Ordinance, and the Company further shall indemnify and save the County harmless against and from all claims arising during the term of the Infrastructure Financing Agreement (regardless of when asserted) from (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of their obligations under the Infrastructure Financing Agreement, (iii) any act of the Company or any of their agents, contractors, servants, employees or licensees related to the Project, (iv) any act any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company related to the Project, or (v) any environmental violation, condition or effect, related to the Project, except that proximately caused by the intentional or grossly negligent conduct of the County or its employees and authorized agents. The Company shall indemnify and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with counsel reasonably acceptable to the County. All such indemnification and save harmless provisions shall be, and are, set forth in the Infrastructure Financing Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its agents, officers, or employees, shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder by reason of the performance of any act requested of it by the Company, or by reason of the County's approval of the Project or the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County, its agents, officers or employees should incur any such pecuniary liability, except that proximately caused by the intentional or grossly negligent conduct of the County or its employees and authorized agents, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding, with counsel reasonably acceptable to the County.

(c) These indemnification covenants, at a minimum, 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, but may expand them or

expound upon them, as may be shown in greater detail in such subsequent documents. In the event of any conflict or inconsistency, the indemnification and save harmless provisions of the Infrastructure Financing Agreement shall always govern.

Section 6. Whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns or other documents while the Infrastructure Financing Agreement is in effect, the Company or owner of the Project at the time shall promptly furnish to the County through the County Attorney the completed form of such required documents together with a certification by the Company or owner that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company or owner to comply with this provision, the Company or owner agrees to pay the statement for attorney's fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within 30 days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents.

Section 7. Notwithstanding any other provisions, the County is executing the Infrastructure Financing Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to economic development projects in South Carolina.

Section 8. The Chairman of County Council and the Clerk to the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary or proper to effect the execution and delivery of the Infrastructure Financing Agreement, and the performance of all obligations of the County under and pursuant to the Infrastructure Financing Agreement.

Section 9. The Chairman of County Council and the Clerk to the County Council, and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 10. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 11. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict only, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

[END OF ORDINANCE, EXECUTION PAGE TO FOLLOW]

ENACTED this 3rd day of November, 2015 by County Council of Anderson County, South Carolina in a meeting duly assembled.

FOR ANDERSON COUNTY:

ATTEST:

Tommy Dunn, Chairman
Anderson County Council

Kimberly Poulin
Clerk to Council

Approved as to form:

Leon C. Harmon
County Attorney

First Reading:	October 6, 2015
Second Reading:	October 20, 2015
Public Hearing:	November 3, 2015
Third Reading:	November 3, 2015

Addition to Exhibit B to Agreement for the
Development of a Joint County Industrial and
Business Park dated as of December 1, 2010
between Anderson County and Greenville County

Lakeside Steel and Machine, Inc. (Project Lab)

All that certain piece, parcel or tract of land in Anderson County, South Carolina being comprised of approximately 5.49 acres and having Anderson County Tax Map No. 096-00-06-014-000 as of November 3, 2015.

INFRASTRUCTURE FINANCING AGREEMENT

THIS INFRASTRUCTURE FINANCING AGREEMENT (the "Agreement"), dated as of November 3, 2015 (the "Agreement"), between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and political subdivision of the State of South Carolina (the "County"), and LAKESIDE STEEL AND MACHINE, INC., a South Carolina corporation (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Title 4 of the Code of Laws of South Carolina 1976, as amended (the "Code"), to provide special source revenue financing, secured by and payable solely from revenues of the County derived from payments in-lieu of taxes pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, and Sections 4-1-170, 4-1-175 and 4-29-68 of the Code (collectively, the "Act", as defined herein) for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding, among other things, the infrastructure serving the County or the project, and for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County; and

WHEREAS, the Company has committed to acquiring, expanding or improving by construction or purchase certain buildings, furnishings, fixtures, machinery, apparatus, and equipment, for the development and operation of a manufacturing facility in the County (the "Project"), which will result in an anticipated investment of not less than Two Million, Five Hundred Thousand and 00/100 Dollars (\$2,500,000) and the creation of approximately Twenty-Two (22) (and a minimum of thirteen (13)) Full-Time Jobs (as defined below) in the County during the Investment Period (as defined below); and

WHEREAS, pursuant to the authority provided in Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code (the "Joint-County Industrial and Business Park 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 ("Park Agreement"); and

WHEREAS, pursuant to the provisions of the Park Agreement, the owners of all property located within the Park are obligated to make or cause to be made payments-in-lieu of tax to the County, which such payments-in-lieu of tax are to be distributed according to the Park Agreement to Greenville County and to Anderson County, in the total amount equivalent to the *ad valorem* property taxes or negotiated fees-in-lieu of taxes that would have been due and payable but for the location of the property within the Park; and

WHEREAS, as an inducement to the Company to locate the Project in the County, the County wishes to provide certain special source revenue credits against certain payments-in-lieu

of taxes required to be paid to the County by the Company with respect to the Project, all as more specifically described in this Agreement; and

WHEREAS, by Ordinance No. 2015-033, duly enacted by the County Council on November 3, 2015, following a public hearing conducted on November 3, 2015, in compliance with the terms of the Act, the County Council of the County has duly authorized execution and delivery of this Agreement;

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

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa.

“*Abatement*” shall mean, collectively and singularly, any applicable exemption from *ad valorem* taxation provided for under Section 3(g) of Article X of the South Carolina Constitution or Sections 12-37-220 of the Code, including, without limitation, Sections 12-37-220(A)(7) and 12-37-220(C) of the Code.

“*Act*” shall mean, collectively, Chapters 1 and 29 of Title 4 of the Code of Laws of South Carolina 1976, as amended.

“*Administration Expenses*” shall mean the reasonable and necessary expenses including reasonable attorneys’ fees, incurred by the County in connection with the Project and this Agreement and any ordinances, resolutions or other documents related thereto; provided, however, that no such expense shall be considered an Administration Expense unless the County furnishes to the Company a statement in writing indicating the reason such expense has been incurred and the amount of such expense.

“*Agreement*” shall mean this Infrastructure Financing Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended.

“*Company*” shall mean Lakeside Steel and Machine, Inc., a South Carolina corporation, and its successors and assigns permitted herein.

“*Cost*” or “*Cost of the Infrastructure*” means the cost of infrastructure incurred by the Company as referred to in Section 4-29-68 of the Code, including, but not limited to, the cost of designing, acquiring, constructing, improving or expanding the Infrastructure, whether incurred

prior to or after the date of this Agreement and including, without limitation, to the extent permitted by the Act, (i) design, engineering and legal fees incurred in the design, acquisition, construction or improvement of the Infrastructure; (ii) obligations reasonably incurred for labor, materials and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (iii) the reasonable cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (iv) the reasonable expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (v) all other reasonable costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

“*County*” shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

“*County Council*” shall mean the County Council of the County.

“*Event of Default*” shall mean, with reference to this Agreement, an occurrence described in Section 5.01 hereof.

“*Fee Payments*” shall mean payments-in-lieu of taxes made or to be made by the Company with respect to the Project pursuant to the Park Agreement.

“*Full-Time Job*” shall mean a job, with employee benefits, requiring a minimum of thirty-five (35) hours of an employee’s time per week for the entire normal year of the Company’s operation. For the purposes of this Agreement, two Half-Time Jobs shall constitute one Full-Time Job.

“*Half-Time Job*” shall mean a job, with employee benefits, requiring a minimum of twenty (20) hours of an employee’s time per week for the entire normal year of the Company’s operation.

“*Infrastructure*” shall have the meaning attributable to such term under Section 4-29-68 of the Code, and shall specifically include, without limitation, to the extent permitted by the Act, the following: (i) infrastructure serving the County or the Project, including, but not limited to, buildings, roads, water and sewer facilities and other utilities; (ii) improved or unimproved real property, and all fixtures attached thereto, used in the operation of the Project; and (iii) personal property, including machinery and equipment, used in the operation of the Project.

“*Infrastructure Credits*” or “*Credits*” shall mean the special source revenue credits in the amount set forth in Section 3.02 hereof against the Company’s Fee Payments as authorized by the Act to reimburse the Company for a portion of the Cost of the Infrastructure.

“Investment Period” shall mean the period beginning with the first day that real or personal property comprising the Project is purchased or acquired and ending five (5) years after the last day of the property tax year during which property comprising all or part of the Project is first placed in service; provided, however, that the Investment Period shall commence no earlier than January 1, 2014.

“Land” shall mean and refer to the real property in the County more specifically described on Exhibit A hereto, as the same may be modified or amended from time to time. The Project shall be located upon the Land.

“Minimum Investment” shall mean an investment by the Company of at least Two Million, Five Hundred Thousand Dollars (\$2,500,000) in the Project.

“Multi-County Fee” shall mean the fee payable by the County to Greenville County, South Carolina, pursuant to the Park Agreement.

“Net Fee Payments” shall mean the Fee Payments to be received and retained by the County after payment of the Multi-County Fee.

“Ordinance” shall mean Ordinance No. 2015-____ enacted by the County Council of the County on _____, 2015, authorizing the execution and delivery of this Agreement.

“Park” shall mean the joint county industrial and business park established by the County and Greenville County pursuant to the terms of the Park Agreement.

“Park Agreement” shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010) entered into by and between the County and Greenville County, South Carolina, dated as of December 1, 2010, as from time to time amended.

“Person” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“Project” shall mean the Company’s acquisition, expansion or improvement by construction or purchase of certain buildings, equipment, furnishings, structures, fixtures, appurtenances, and other materials for its operations within the County, which are placed in service during the Investment Period.

“Reduced Fee Payments” shall mean, for each tax year, the Fee Payments for such tax year, less the amount by which the Fee Payments for such tax year are to be reduced by the Infrastructure Credits described in Section 3.02(a) below.

“State” shall mean the State of South Carolina.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council of the County, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting the economic development of the County.

(c) To the knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such violation would affect the validity or enforceability of this Agreement.

(d) To the knowledge of the undersigned representatives of the County, the authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree or order, or any provision of the South Carolina Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

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

(f) Notwithstanding any other provisions herein, the County is executing this Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Agreement in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating (i) the construction or acquisition of the Project, (ii) environmental matters pertaining to the Project, (iii) the offer or sale of any securities, or (iv) the marketability of title to any property.

Section 2.02. Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a duly organized and validly existing corporation in good standing under the laws of the State of South Carolina, has the power to enter into this Agreement, and by proper Company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, will not result in a material breach of any of the terms, conditions, or provisions of any Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound, will not constitute a default under any of the foregoing, and will not result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) To the best knowledge of the undersigned representatives of the Company, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, any of which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

(e) The financing of a portion of the Cost of the Infrastructure by the County through the provision of the Infrastructure Credits as provided herein has been instrumental in inducing the Company to acquire, construct and maintain the Project in the County and in the State of South Carolina.

(f) To the knowledge of the undersigned representative of the Company, there is no pending or threatened action, suit, proceeding, inquiry or investigation which would materially impair the Company's ability to perform its obligations under the Agreement.

SECTION 2.03. Covenants of the County.

(a) The County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments, in form and substance reasonably acceptable to the County, 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 or any other political subdivision of the State.

(c) To the extent the Land has not been added to the Park as of the date hereof, the County shall use its best efforts and endeavor to work with Greenville County to have such Land added to the Park by amending the Park Agreement to include the Land, or in the alternative, to endeavor to work with one or more contiguous counties to have the Land added to another joint county industrial and business park created by the County and a contiguous county pursuant to the Act. The County shall use its best efforts to keep the Land as part of the Park or such other joint county industrial and business park throughout the term of this Agreement.

SECTION 2.04 Covenants of the Company.

(a) The Company shall and agrees to invest not less than Two Million, Five Hundred Thousand Dollars (\$2,500,000) in the Project, and create not less than thirteen (13) Full-Time Jobs in the County, during the Investment Period.

(b) The Company will pay to the County from time to time amounts equal to the Administration Expenses of the County promptly upon written request therefor, but in no event later than forty-five (45) days after receiving written notice from the County specifying the nature of such expenses and requesting payment of the same. Notwithstanding the foregoing and absent extraordinary circumstances, the Company's obligation to reimburse the County for attorneys' fees incurred in the initial negotiation, drafting, review and implementation of this Agreement and any ordinances, resolutions, or other documents related hereto shall not exceed Five Thousand Dollars (\$5,000).

(c) The Company will provide sufficient information to the County legal and economic development staff, including, without limitation, copies of property tax filings made by the Company to the S.C. Department of Revenue with regard to the Project and the Company's other property in the Park, in order to allow County staff to verify the Company's investment, jobs creation, and credits received hereunder, annually. Further, the Company will reasonably cooperate with County in performing such verification. In return, whenever such filings or cooperation involve the use of confidential, proprietary, or business secret information which can be lawfully exempted from public disclosure, and the Company identify such information to the County, the County will reasonably cooperate with the Company to restrict disclosure of such filings or information to just that which is legally required to be disclosed.

SECTION 2.05 Indemnification. The Company releases 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") from, agrees that Indemnified Parties shall not be liable for, and agrees to hold Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person or other any liability whatsoever, including without limitation, liability under any regulatory or environmental laws, that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project, or the use thereof except for that occasioned by grossly negligent or intentional acts of an Indemnified Party. The Company further agrees to indemnify and save harmless Indemnified Parties against and from any and all costs, liabilities and expenses, including, but not limited to, attorneys' fees and claims arising from such events or occurrences and arising from the performance of an Indemnified Party of any obligations of the County under this Agreement or any breach or default on the part of the Company in the performance of any covenant or agreement on the part of the Company to be performed pursuant to the terms of this Agreement or arising from any grossly negligent or intentional act or negligence of, or failure to act by, the Company, or any of its agents, contractors, servants, employees, lessees or licensees, and from and against all cost, liability, and expenses, including, but not limited to, attorneys' fees incurred in or in connection with any such claim, liability, or action or proceeding brought thereon.

All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and not of any member of the County Council or any officer, agent, servant, or employee of the County in his individual capacity, and, absent bad faith, no recourse shall be had for the payment of any moneys hereunder or the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon against any member of the County Council or any officer, agent, servant, or employee of the County.

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the Project or terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm, or 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. If any action, suit, or proceeding is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Company and the Company 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 Company shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company 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 Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its

sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

The indemnity specified in this Section 2.05 shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination. These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after closing which the County and Company are requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

ARTICLE III

INFRASTRUCTURE CREDITS

SECTION 3.01. Payment of Cost of Infrastructure. The Company agrees to pay, or cause to be paid, the Costs of the Infrastructure as and when due. The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Infrastructure Credits received by the Company.

SECTION 3.02. Infrastructure Credits. The County agrees to provide Infrastructure Credits for the purpose of reimbursing the Company for a portion of the Costs of Infrastructure as described below:

(a) Subject to the limitations set forth herein and in the Act, and particularly Section 4-29-68 of the Code, the County hereby authorizes and grants to the Company Infrastructure Credits in an annual amount sufficient to reduce the Fee Payment to be paid by the Company for each property tax year with respect to that portion of the Project that is subject (when calculating such Fee Payment) to an assessment ratio of 10.5% (except as otherwise provided below), for the first thirty (30) property tax years that such Fee Payment is required to be made by the Company so that each resulting Fee Payment during such period with respect to such property is 40% less than the amount such payment would otherwise be if calculated without taking into account any Abatement, commencing with the first Fee Payment by the Company due with respect to any portion of the Project and continuing for twenty-nine (29) consecutive annual Fee Payments thereafter (for a total of thirty (30) annual Fee Payments). Notwithstanding the foregoing, the amount of the Infrastructure Credits described under this subsection (a) shall be reduced in any given year by the amount, if any, of any Abatement to be received by the Company with respect to any portion of the Project that qualifies to receive the benefit of the Infrastructure Credits described under this subsection (a).

The County and the Company acknowledge and agree that it is the express intent of the parties that, to the extent that the Project or any portion thereof is assessed at an assessment ratio of at least 10.5%, the portion of the Fee Payments attributable to the Project or such applicable portion thereof be eligible to receive the full benefit and application of the Infrastructure Credits described in this subsection (a). However, to the extent that the Project or any portion thereof is

now or hereafter assessed at an assessment ratio of 6% or less, the Infrastructure Credits described under this subsection (a) shall not be applied against the Fee Payments attributable to the Project or such portion of the Project, as applicable. Further, to the extent that the Project or any portion thereof is assessed at any time at an assessment ratio which is less than 10.5% but greater than 6% due to a reduction in assessment ratio by statute or otherwise, then the amount of the Infrastructure Credit described under this subsection (a) applicable to the portion of the Fee Payments attributable to the Project or such applicable portion of the Project due for the property tax year or years for which such reduction in assessment ratio between 10.5% and 6% is effective, shall be reduced proportionately to the percentage of reduction in the assessment ratio.

By way of example only, if the assessment ratio applied against the Project is reduced from 10.5% to 8% (the equivalent of a 55% reduction in assessment ratio between 10.5% and 6%), then the Infrastructure Credit described under this subsection (a) applicable to the Fee Payments, or portion thereof, due for the property tax year or years for which such reduction is effective shall be reduced from 40% to 18% (the equivalent of a 55% reduction of the Infrastructure Credit).

(b) The Infrastructure Credits granted under this Section 3.02 shall only reduce the Fee Payments to be made with respect to property comprising part of the Project which is placed in service during the Investment Period.

(c) In the event the Company fails to invest at least Two Million, Five Hundred Thousand Dollars (\$2,500,000) in the Project, or to create at least thirteen (13) Full-Time Jobs in the County, all during the Investment Period, the County shall no longer have any obligation to provide the Infrastructure Credits thereafter, and the Company shall pay to the County the full amount of any Infrastructure Credits previously paid or credited to the Company under this Agreement, together with interest at the statutory rate for non-payment of *ad valorem* taxes within sixty (60) days of such failure, and the County shall no longer have any obligation to provide the Infrastructure Credits thereafter. If in any year after the end of the Investment Period the Company's investment in the Project based on an income tax basis without regard to depreciation falls below the Minimum Investment, the County shall have no obligation to provide the Infrastructure Credits to the Company with respect to such year.

(d) THIS AGREEMENT AND THE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS FULL FAITH, CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE CREDITS.

(e) 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 full faith or credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Net Fee Payments. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Net Fee Payments.

(f) Within thirty (30) days following the end of the Investment Period, the Company will provide to the County, a written certification to the County, in form and substance reasonably agreeable to the County and the Company, reflecting the number of Full-Time Jobs created by the Company during the Investment Period.

(g) As set forth in Section 4-29-68(A)(2)(ii) of the Code, to the extent that the Infrastructure Credits are used as payment for personal property comprising a portion of the Infrastructure, including machinery and equipment, and the personal property is removed from the project at any time during the term of this Agreement, the amount of the fee in lieu of taxes due on such personal property for the year in which the personal property was removed from the Project also shall be due for two years immediately following the removal. If personal property comprising a portion of the Infrastructure is removed from the Project but is replaced with qualifying replacement property, then the Infrastructure personal property will not be considered to have been removed from the property.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company (a) a copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and (b) such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Transfer of Project. The Company may transfer this Agreement, or property to which this Agreement relates, if it obtains the prior approval, or subsequent ratification, of the County. The County's prior approval or subsequent ratification may be evidenced by any one of the following, in the absolute and sole discretion of the County providing the approval or ratification: (i) a resolution passed by the County Council; or (ii) an ordinance passed by the County Council following three readings and a public hearing. That approval is not required in connection with financing-related transfers.

SECTION 4.03 Assignment by County. The County shall not attempt to assign, transfer, or convey its obligation to provide the Infrastructure Credits provided for hereunder to any other Person.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If the County or Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement, which failure shall continue for a period of thirty (30) days after written notice by the non-breaching party specifying the failure and requesting that it be remedied is given via first-class mail, the County or Company (as the case may be) shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Legal Proceedings by Company or County. Upon the happening and continuance of an Event of Default, then and in every such case the Company or County (as the case may be) in their discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the breaching party to carry out any agreements with or for its benefit and to perform the breaching party's duties under the Act and this Agreement;
- (b) bring suit upon this Agreement;
- (c) exercise any and all rights and remedies provided by the applicable laws of the State; or
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03 Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the 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 5.04. Nonwaiver. No delay or omission of the Company or the 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 V to the Company may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, and for the benefit of, the County, shall, to the extent permitted by law, bind and 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 6.02. Provisions of Agreement for Sole Benefit of County and Company. 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 Company, any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.03. 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 provision had not been contained herein or therein. Further, if the Infrastructure Credits are held to be illegal or invalid, to the extent permitted by law and at the sole expense of the Company, the County agrees to make a commercially reasonable effort to issue a special source revenue bond in place of the Infrastructure Credits provided for herein, such special source revenue bond upon such terms and conditions which are acceptable to both the Company and the County to provide for the same economic benefit to the Company which would otherwise be enjoyed by the Company for the duration of the Infrastructure Credits provided, further, the Company shall be the purchaser of any such special source revenue bond.

SECTION 6.04. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body, or of the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Agreement or the Infrastructure Credits or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 6.05. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

as to the County:

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

with a copy to:

Leon C. Harmon, Esq.
Nexsen Pruet, LLC
55 Camperdown Way, Suite 400
Greenville, South Carolina 29601

as to the Company:

Lakeside Steel and Machine
Attn.: Brad Jenkins
2807 Standridge Road
Anderson, South Carolina 29625

with a copy to:

McNair Law Firm, P.A.
Attn.: Brandon T. Norris, Esq.
104 South Main Street, Suite 700
Greenville, South Carolina 29601

The County and the Company may, by notice given as provided by this Section 6.05, designate any further or different address to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.06. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.07. 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 6.08. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.10. Termination; Defaulted Payments. This Agreement shall terminate on the date upon which all Infrastructure Credits due to the Company hereunder have been so credited; provided, however, in the event the County or the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the County or the Company, respectively, until the amount in default shall have been fully paid.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the Chairman of its County Council and County Administrator and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By:

Tommy Dunn, Chairman
Anderson County Council
Anderson County, South Carolina

(SEAL)

ATTEST:

Kimberly Poulin, Clerk to County Council
Anderson County, South Carolina

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its authorized officer as of the day and year first written above.

LAKESIDE STEEL AND MACHINE, INC.

By: _____
Its: President

Exhibit A

Land

All that certain piece, parcel or tract of land in Anderson County, South Carolina being comprised of approximately 5.49 acres and having Anderson County Tax Map No. 096-00-06-014-000 as of the date of this Agreement.

ORDINANCE NO. 2015-032

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

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

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

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

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

DONE in meeting duly assembled this ____ day of _____, 2015.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman, Anderson County Council

Attest:

By: _____
Clerk to Anderson County Council

First Reading: October 20, 2015
Second Reading: November 3, 2015
Third Reading: _____, 2015
Public Hearing: _____, 2015

Addition to Exhibit A to
Agreement for the Development of a Joint County Industrial and
Business Park dated as of December 1, 2010, as amended,
between Anderson County and Greenville County

PROJECT ORANGE

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of _____, 2015, _____, 2015 and _____, 2015, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, Anderson County Council

Dated: _____, 2015

ORDINANCE NO. 2015-034

AN ORDINANCE TO AUTHORIZE AND ACCEPT THE TRANSFER OF AUTHORITY TO CONDUCT MUNICIPAL ELECTIONS SCHEDULED FOR NOVEMBER OF ODD NUMBERED YEARS FOR THE CITY OF BELTON TO THE ANDERSON COUNTY REGISTRATION AND ELECTIONS BOARD; AND MATTERS RELATED THERETO.

WHEREAS, Section 5-15-145 of the South Carolina Code of Laws, as amended, authorizes municipalities to transfer authority for conducting municipal elections to the County Elections Board and, further, authorizes County Elections Boards to conduct municipal elections;

WHEREAS, the aforementioned state law requires, as a condition to the transfer of authority, that the governing bodies of both the municipality and the County must agree to the terms of the transfer and event ordinances embodying those terms, state what authority is being transferred, and accepting the authority being transferred;

WHEREAS, the City of Belton enacted Ordinance No. 525 dated September 29, 2015, in which the City of Belton transferred authority to the Anderson County Registration and Elections Board and its staff to conduct the City of Belton's municipal elections scheduled for November of odd numbered years;

WHEREAS, the City of Belton enacted Ordinance No. 526 dated September 29, 2015, in which the City of Belton extended the terms of office of its Mayor and City Council in order to accommodate the aforementioned transfer of authority; and

WHEREAS, the Anderson County Registration and Elections Board and its staff have recommended the aforementioned transfer of authority and Anderson County wishes to accept the transfer of authority.

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

1. Pursuant to the authority vested in Anderson County and Anderson County Council by Section 5-15-145 of the South Carolina Code of Laws, as amended, Anderson County Council hereby accepts the authority for the Anderson County Registration and Elections Board and its staff to conduct the City of Belton municipal elections scheduled for November of odd numbered years and further authorizes the Anderson County Registration and Elections Board and its staff to conduct such elections on behalf of the City of Belton pursuant to the terms and conditions set forth herein.

2. It is specifically agreed to by and between the City of Belton and Anderson County, their respective election Boards and staffs, that this transfer and acceptance of authority to conduct the City of Belton municipal elections scheduled for November of odd numbered years will be at no cost to the County and with no responsibility or liability to the Anderson County Registration and Elections Board. All Board responsibilities, including, but not limited to, proofing of elections material and submission for the purchase of elections material will be the responsibility of the City of Belton Municipal Election Board. The Anderson County Registration and Election staff will serve as staff only to the City of Belton Municipal Elections Board. All responsibility for public relations, media notice and media contact will be that of the City of Belton Municipal Election Board. The Anderson County Registration and Elections Board staff will answer to and report to the City of Belton Municipal Elections Board for purposes of conducting the City of Belton municipal elections scheduled for November of odd numbered years, pursuant to this transfer and acceptance of authority.

3. The specific terms, conditions and provisions of the municipal elections to be conducted by the Anderson County Registration and Elections staff are more fully set forth in Attachment A entitled Requirements for Conducting Municipal Elections, the provisions of which is attached hereto and incorporated herein verbatim. All terms, conditions, and provisions of that attachment are specifically adopted as part of this Ordinance and are part of the agreement between the City of Belton and Anderson County for transfer of such authority and the actual terms for conducting said elections.

4. The City of Belton has traditionally used paper ballots for municipal elections. Anderson County traditionally uses the South Carolina state adopted electronic voting system known as iVotronics for conducting Anderson County elections. The agreed upon method for conducting the municipal elections contemplated herein shall be the electronic voting machine known as iVotronics. As with all other aspects of this transfer and acceptance of authority, all costs of the method of balloting will be the sole responsibility of the City of Belton.

5. The Anderson County Administrator, the Anderson County Registration and Elections staff and the Anderson County Registration and Elections Board are directed to undertake all procedures necessary to effect the purposes and directives of this Ordinance, including undertaking whatever provisions are necessary to ensure adequate accounting and transfer of funds necessary to conduct said elections by and between the City of Belton, Anderson County, and the City and County staff.

6. All Ordinances or parts of Ordinance in conflict with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency or conflict. All state laws and County Ordinances that are not inconsistent herewith shall remain in full force and effect, and shall be applicable to all future elections.

7. This transfer and acceptance of authority will remain in effect indefinitely and will affect City of Belton elections in November of odd numbered years until canceled or revoked by subsequent Ordinance duly enacted by the City of Belton or Anderson County.

8. This Ordinance shall become effective upon approval by Anderson County Council on Third Reading.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2015.

ATTEST:

FOR ANDERSON COUNTY

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Kimberly A. Poulin
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

First Reading: October 20, 2015
Second Reading: November 3, 2015
Third Reading: _____
Public Hearing: _____

ATTACHMENT "A"
REQUIREMENTS FOR CONDUCTING MUNICIPAL ELECTIONS

- I. NOTICE OF ELECTION
 - A. CALENDAR OF DATES
 - B. DESIGNATION OF RESPONSIBILITY

- II. PETITIONS
 - A. PETITION HEADING
 - B. NUMBER OF SIGNATURES REQUIRED
 - C. CANDIDATES' INFORMATION
 - D. DISTRIBUTION/RETURN OF PETITIONS & ETHICS FORMS
 - E. VALIDATION OF SIGNATURES
 - F. CERTIFICATION OF PETITIONS

- III. CANDIDACY FORM
 - A. CANDIDATES INFORMATION
 - B. DISTRIBUTION/RETURN OF CANDIDACY FORM & ETHICS FORMS
 - C. VALIDATION OF RESIDENCY WITHIN THE DISTRICT
 - D. CERTIFICATION OF CANDIDACY

- IV. ETHICS COMMISSION
 - A. NOTICE OF ELECTION
 - B. CANDIDATES QUALIFIED/ECONOMIC INTEREST
 - C. ELECTION CONFIRMATION

- V. LEGAL NOTICE
 - A. PREPARATION OF LEGAL NOTICE
 - B. PROOF
 - C. SUBMISSION TO NEWS MEDIA

- VI. BALLOTS
 - A. TYPE
 - 1. PAPER
 - 2. iVOTRONIC DRE
 - B. PREPARATION
 - C. BALLOT RETURNS
 - D. TABULATION OF RESULTS

- VII. POLL MANAGERS
 - A. APPOINTMENT
 - 1. REG/ELECT OR MEC
 - 2. LIST OF CERTIFIED IN CITY
 - 3. NOTIFICATION OF MANAGERS
 - 4. AMOUNT OF COMPENSATION
 - 5. SUBMISSION OF PAYROLL

ATTACHMENT "A" (continued)

VIII. MATERIALS

- A. PACKAGING
- B. DISTRIBUTION
- C. RETURN

All certification of petitions, candidacy forms, and elections will be the responsibility of the MED. All media contact will be through MED . . . announcing of filings, certifications, election results, etc. NO INFORMATION WILL BE GIVEN FROM THIS OFFICE. All expenses will be borne by the MEC.

MUNICIPAL ELECTION COMMISSION RESPONSIBILITIES CITY OF BELTON

1. Responsible for all election costs.
2. Will distribute petitions, and/or candidacy forms, State Ethics forms, maps, instructions, or any other information helpful to the candidate.
3. Will verify that candidate is an active, registered voter of the geographical area and district in which they propose to run.
4. Will advise candidate of eligibility after Anderson County Elections Office verifies signatures and MEC certifies petition.
5. Will be responsible for notifying and/or communicating with the Media all aspects of the election including but not limited to filing dates, candidate qualifications, certifications, election issues, election results, etc.
6. Will advise Elections Office, in writing, the names of candidates qualifying the office and/or position running for, and the way the names should appear on the ballot.
7. Is the final authority on all decisions regarding elections. All certifications will be done by MEC and any challenges or hearings will be responsibility of MEC.

ANDERSON COUNTY ELECTION COMMISSION RESPONSIBILITIES

1. Will accept petitions and verify signatures and/or candidacy forms from MEC. THIS OFFICE WILL NOT NOTIFY OR DISCUSS WITH CANDIDATE OR MEDIA. Media interaction will be limited to the scope of the responsibilities and authorities of the County Election Commission and Staff.
2. Will order Voter Registration Books from Columbia.
3. Will assist with preparation of legal notice.
4. Will set up and man absentee precinct.
5. Will define and layout the election ballots for absentee, emergency, failsafe and Election day.
6. Will name, notify, and train Poll Managers.
7. Will prepare, package, and distribute all Election materials to Poll Managers.
8. Will answer routine questions on Election Day.
9. Will assist MEC with Election Day duties.
10. Will assist with Election night return of materials and tabulating election results.

11. Will assist with official certification on Thursday by providing election returns, any and all evidence for challenge ballot hearings, forms to be used for certification and final tabulation.
12. Will prepare Poll Manager Payroll and Election Expense Invoice to submit to MEC.
13. Will assist MEC in any other capacity desired pertaining to the scope of that election.
14. ALL MATERIALS MUST BE PROOFED AND AUTHORIZED BY MEC.

**ORDINANCE
2015-036**

AN ORDINANCE TO PROVIDE FOR THE CREATION OF THE FARM SPECIAL TAX DISTRICT; TO ESTABLISH THE NATURE OF SERVICES TO BE PERFORMED THEREIN; TO DESIGNATE THE UNIFORM SERVICE CHARGE IN THE FARM SUBDIVISION SPECIAL TAX DISTRICT; TO PROVIDE FOR THE OPERATION OF THE FARM SUBDIVISION SPECIAL TAX DISTRICT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through the Anderson County Council (the "Council"), is authorized pursuant to the provisions of Title 4, Chapter 9, entitled "County Government," Code of Laws of South Carolina, 1976, as amended (the "Code"), to assess property and levy ad valorem property tax and uniform service charges, including the power to tax different areas at different rates related to the nature and level of governmental services provided; and,

WHEREAS, the Council, pursuant to Section 4-9-30(5)(a)(ii), of the Code (the "Act"), may, upon certification of a petition signed by seventy-five percent (75%) or more of the resident freeholders who own at least seventy-five percent (75%) of the assessed valuation of real property in a given area of the County, pass an ordinance establishing a special tax district for the area in question. For the purposes of the Act, "freeholder" has the same meaning as defined in Section 5-3-240 of the Code, which defines freeholder as; any person eighteen (18) years of age, or older, and any firm or corporation, who or which owns legal title to a present possessory interest in real estate equal to a life estate or greater (expressly excluding leaseholds, easements, equitable interests, inchoate rights, dower rights, and future interests) and who owns, at the date of the petition or of the referendum, at least an undivided one-tenth interest in a single tract and whose name appears on the County tax records as an owner of real estate; and,

WHEREAS, the resident freeholders of The Farm Subdivision, representing at least seventy-five percent (75%) of the resident freeholders and owning at least seventy-five percent (75%) of the total assessed valuation of real property, have properly submitted a petition containing a designation of the boundaries of a proposed special tax district, description of the nature of the services to be rendered, and the maximum level of taxes or user service charges, or both, authorized to be levied and collected, to the Council, requesting the Council pass an ordinance establishing a special tax district. A copy of said petition is attached hereto as **Exhibit A**, and hereby incorporated by reference as fully as if set forth verbatim herein; and,

WHEREAS, the aforementioned petition has been reviewed by the Anderson County Assessor, who found that it complies with the requirements of the Act. The petition contains eleven (11) signatures, and represents Two hundred twenty thousand six hundred and fifty Dollars (\$220,650) of total assessed value. The Assessor has certified that the requisite number of signatures representing the requisite amount of assessed value has been established through a review of the ownership records of the proposed special tax district. A copy of the Assessor's certification is attached hereto as **Exhibit B**, and hereby incorporated by reference as fully as if set forth verbatim herein; and,

WHEREAS, Anderson County, acting by and through the Council, desires to create The Farm Special Tax District, establish the nature of services to be performed, designate the uniform service charge in The Farm Special Tax District and provide for the operation of The Farm Special Tax District:

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

1. Anderson County Council, acting pursuant to the power and authority conferred upon it by the constitution and laws of the State of South Carolina, hereby creates and acknowledges a special tax district, known as The Farm Special Tax District, consisting of all of those thirteen (13) parcels of real property located within The Farm Subdivision as the The Farm Special Tax District, more specifically consisting of all thirteen (13) parcels fronting on or touching Harvester Row (P-02-0126F) and Farm Terrace Court (P-02-0126G), and being more particularly described by Anderson County TMS numbers: 163-05-01-003 through 163-05-01-015 (inclusive). A copy of a map of the proposed The Farm Special Tax District, detailing all parcels to be included, is attached hereto as **Exhibit C**, and hereby incorporated by reference as fully as if set forth verbatim herein.
2. The creation of The Farm Special Tax District is specifically for the purpose of repairing and upgrading, to the standards of the Anderson County road system, two (2) roads in the The Farm Subdivision (the "Subdivision Roads") for the specific purpose of having Anderson County accept the Subdivision Roads into the Anderson County road system. The Subdivision Roads are more particularly described as: Harvester Row (P-02-0126F), measuring approximately five hundred twenty six feet (526') from the edge of Pelzer Highway (SC 8) to the edge Farm Terrace Court (P-02-0126G); Farm Terrace Court (P-02-0126G), measuring approximately eight hundred forty eight feet (848') from end of cul-de-sac to end of cul-de-sac.
3. Anderson County Council hereby acknowledges that the services to be rendered for the purpose of upgrading and repairing of the Subdivision Roads are more particularly described as:
 - 1) Mobilization (Approximately 1 lump sum)
 - 2) Traffic Control (Approximately 1 lump sum)
 - 3) Mill Existing Pavement (Variable) (Approximately 2,600 square yards)
 - 4) 4" Full Depth Patching (Approximately 900 square yards)
 - 5) Clean and Seal Cracks in Asphalt (Approximately 4,000 square yards)
 - 6) Install Preventative Maintenance Thin Surface Overlay (Approximately 4,000 square yards)
 - 7) Lower and Replace Catch Basin lid (1 each)
 - 8) Repair Catch Basin Throat (1 each)
 - 9) Install Concrete Flume (1 each)

Once the Subdivision Roads are accepted into the County road system, the County will provide the same level of services on them as it does for other similar County roads.

4. The Farm Special Tax District shall, pursuant to Section 4-9-30(5)(b) of the Code, function entirely as an administrative division of Anderson County.
5. The cost of finishing of services of The Farm Special Tax District shall be paid from the collection of a uniform schedule of fees, without interest, upon all parcels of real property within The Farm Special Tax District, collected annually, for a period not to exceed ten (10) years.
6. The maximum level of user service charges authorized to be levied and collected in The Farm Special Tax District represent the actual costs of the above described work,

currently estimated to be in the amount of Seventy Six Thousand Dollars (\$76,000.00). Although the Seventy Six Thousand Dollars (\$76,000.00) is an estimate, if the amount is a complete and accurate estimate, the per lot cost, based on the thirteen (13) parcels located in The Farm Subdivision included in the proposed special tax district, would be approximately Five Thousand Eight Hundred Forty Six and 15/100 Dollars (\$5,846.15), and because the repayment period authorized by the County without interest is ten (10) years, the annual uniform user service charge, per affected parcel, will be approximately Five Hundred Eighty Four and 62/100 Dollars (\$584.62). The exact amount of the service charge per parcel, will be certified by the Anderson County Roads and Bridges Director to the Anderson County Auditor, based upon the actual amounts of the construction costs as outlined herein, to be placed on the respective Anderson County tax bills for the affected parcels, beginning fall 2016 tax bills, to be collected with and in the same manner as all other taxes and user service charges. The user service charges are a charge against and run with the parcels of real property located in The Farm Special Tax District, as set forth herein.

- 7. Should any term, provision, or content of this ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this ordinance, all of which is hereby deemed separable.
- 8. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.
- 9. This Ordinance shall become effective and be in full force and effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting. Duly assembled, this _____ day of _____ 2015.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
County Administrator

Tommy Dunn, Chairman
Anderson County Council

Kimberly Poulin
Clerk to Council

APPROVED AS TO FORM:

First Reading: October 20, 2015
Second Reading: November 3, 2015
Third Reading:
Public Hearing:

Leon Harmon
County Attorney

STATE OF SOUTH CAROLINA
 COUNTY OF ANDERSON

PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
 AND IN THE FARM SUBDIVISION, ANDERSON COUNTY

Pursuant to Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended, the undersigned resident freeholders of The Farm Subdivision ("The Farm") hereby petition the Anderson County Council to pass an ordinance establishing the below described special tax district:

- A. **Name of proposed special tax district:** The Farm Special Tax District.
- B. **Purpose of proposed special tax district:** The undersigned resident freeholders hereby request that Anderson County repair and upgrade, to the standards of the Anderson County road system, two (2) roads in The Farm (the "Subdivision Roads") for the specific purpose of having Anderson County accept the Subdivision Roads into the Anderson County road system. The Subdivision Roads are more particularly described as:
 - (1) Harvester Row (P-02-0126F), measuring approximately five hundred twenty six feet (526') from the edge of Pelzer Highway (SC 8) to the edge Farm Terrace Court (P-02-0126G);
 - (2) Farm Terrace Court (P-02-0126G), measuring approximately eight hundred forty eight feet (848') from end of cul-de-sac to end of cul-de-sac.
- C. **Designation of the boundaries of the proposed special tax district:** The undersigned resident freeholders hereby request that Anderson County designate all of those thirteen (13) parcels of real property located within The Farm as the The Farm Special Tax District, more specifically consisting of all thirteen (13) parcels fronting on or touching Harvester Row (P-02-0126F) and Farm Terrace Court (P-02-0126G) and being more particularly described by Anderson County TMS numbers: 163-05-01-003 through 163-05-01-015 (inclusive).
- D. **Nature of services to be rendered for the proposed special tax district:** The undersigned resident freeholders hereby request Anderson County to upgrade and repair the Subdivision Roads as follows:
 - (1) Mobilization (Approximately 1 lump sum)
 - (2) Traffic Control (Approximate 1 lump sum)
 - (3) Mill Existing Pavement (variable) (Approximately 2,600 square yards)
 - (4) 4" Full Depth Patching (Approximately 900 square yards)
 - (5) Clean and Seal Cracks in Asphalt (Approximately 4,000 square yards)
 - (6) Install Preventative Maintenance Thin Surface Overlay (Approximately 4,000 square yards)
 - (7) Lower and Replace Catch Basin Lid (1 each)
 - (8) Repair Catch Basin Throat (1 each)
 - (9) Install Concrete Flume (1 each)

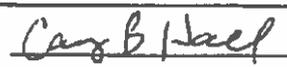
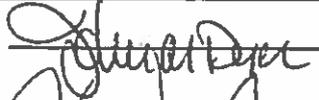
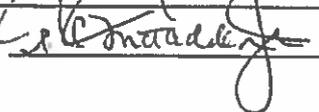
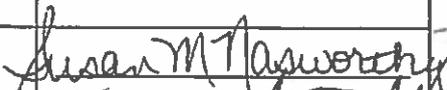
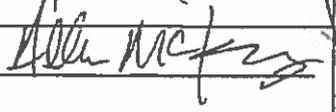
The undersigned resident freeholders acknowledge that once Anderson County accepts the Subdivision Roads into the Anderson County road system, Anderson County will be responsible for the upkeep and maintenance of the Subdivision Roads at the same level of service Anderson County provides other similar Anderson County roads in the Anderson County road system.

- E. **Maximum level of taxes or user service charges, or both, authorized to be levied and collected for the proposed special tax district:** The undersigned resident freeholders acknowledge that Anderson County currently estimates that the cost of above described work performed by Anderson County will not exceed Seventy Six Thousand Dollars (\$76,000.00).

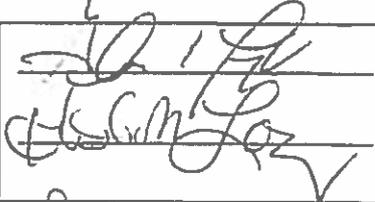
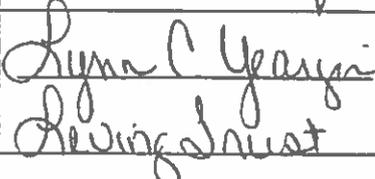
The undersigned resident freeholders further request that Anderson County collect the actual cost of the work as a uniform user service charge per parcel. Seventy Six Thousand Dollars (\$76,000.00) is merely an estimate of the cost of the above described work as performed by Anderson County, and the undersigned resident freeholders acknowledge that the uniform service charge will be based on the actual cost of the work, but shall not exceed the estimate stated above. However, if the above-stated amount is a complete and accurate estimate, the per-parcel cost, based on the thirteen (13) parcels located in The Farm included in the proposed special tax district, would be approximately Five Thousand Eight Hundred Forty Six and 15/100 Dollars (\$5,846.15). Therefore, if the repayment period authorized by Anderson County without interest is ten (10) years, the annual uniform user service charge, per affected parcel, will be approximately Five Hundred Eighty Four and 62/100 Dollars (\$584.62).

The undersigned resident freeholders of the affected improved parcels of The Farm, consisting of seventy-five (75%) percent of the resident freeholders who own at least seventy-five (75%) percent of the assessed valuation of the special tax district, have signed this petition of their own free will and initiative and hereby request that Anderson County Council pass an ordinance creating the proposed special tax district for the purposes stated above:

Petition The Farm

<u>TMS Number</u>	<u>Street Address of Listed Freeholder(s)</u>	<u>Lot Number</u>	<u>Listed Freeholder(s)</u>	<u>Signature(s)</u>
163-05-01-003	100 Harvester Row	Lot 3	Kenneth B. McClaren Mal S. McClaren	 
163-05-01-004	100 Farm Terrace Ct	Lot 4	Cary Hall Suzanne Hall	 
163-05-01-005	102 Farm Terrace Ct	Lot 5	Ronald B. Cordell Sandra T. Cordell	 
163-05-01-006	104 Farm Terrace Ct	Lot 6	Leslie M. Davis	
163-05-01-007	106 Farm Terrace Ct	Lot 7	John M. Dyer	
163-05-01-008	108 Farm Terrace Ct	Lot 8	Thomas C. McFadden, Jr Living Trust	
163-05-01-009	110 Farm Terrace Ct	Lot 9	Berry W. Mauldin Moleta Mauldin	
163-05-01-010	112 Farm Terrace Ct	Lot 10	Susan M. Nasworthy Tommy L. Nasworthy	 
163-00-01-011	114 Farm Terrace Ct	Lot 11	Larry Allen McKinney, Jr.	
163-05-01-012	116 Farm Terrace Ct	Lot 12	Scott A. Brotherton Melody E. Brotherton	 

Petition The Farm

163-05-01-013	118 Farm Terrace Ct	Lot 13	Glenn E. Long Kristi M. Long	
163-05-01-014	120 Farm Terrace Ct	Lot 14	Lynn C. Yeargin Living Trust	

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN THE FARM SUBDIVISION, ANDERSON COUNTY

Pursuant to Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended, the undersigned resident freeholders of The Farm Subdivision ("The Farm") hereby petition the Anderson County Council to pass an ordinance establishing the below described special tax district:

- A. **Name of proposed special tax district:** The Farm Special Tax District.
- B. **Purpose of proposed special tax district:** The undersigned resident freeholders hereby request that Anderson County repair and upgrade, to the standards of the Anderson County road system, two (2) roads in The Farm (the "Subdivision Roads") for the specific purpose of having Anderson County accept the Subdivision Roads into the Anderson County road system. The Subdivision Roads are more particularly described as:
- (1) Harvester Row (P-02-0126F), measuring approximately five hundred twenty six feet (526') from the edge of Pelzer Highway (SC 8) to the edge Farm Terrace Court (P-02-0126G);
 - (2) Farm Terrace Court (P-02-0126G), measuring approximately eight hundred forty eight feet (848') from end of cul-de-sac to end of cul-de- sac.
- C. **Designation of the boundaries of the proposed special tax district:** The undersigned resident freeholders hereby request that Anderson County designate all of those thirteen (13) parcels of real property located within The Farm as the The Farm Special Tax District, more specifically consisting of all thirteen (13) parcels fronting on or touching Harvester Row (P-02-0126F) and Farm Terrace Court (P-02-0126G) and being more particularly described by Anderson County TMS numbers: 163-05-01-003 through 163-05-01-015 (inclusive).
- D. **Nature of services to be rendered for the proposed special tax district:** The undersigned resident freeholders hereby request Anderson County to upgrade and repair the Subdivision Roads as follows:
- (1) Mobilization (Approximately 1 lump sum)
 - (2) Traffic Control (Approximate 1 lump sum)
 - (3) Mill Existing Pavement (variable) (Approximately 2,600 square yards)
 - (4) 4" Full Depth Patching (Approximately 900 square yards)
 - (5) Clean and Seal Cracks in Asphalt (Approximately 4,000 square yards)
 - (6) Install Preventative Maintenance Thin Surface Overlay (Approximately 4,000 square yards)
 - (7) Lower and Replace Catch Basin Lid (1 each)
 - (8) Repair Catch Basin Throat (1 each)
 - (9) Install Concrete Flume (1 each)

The undersigned resident freeholders acknowledge that once Anderson County accepts the Subdivision Roads into the Anderson County road system, Anderson County will be responsible for the upkeep and maintenance of the Subdivision Roads at the same level of service Anderson County provides other similar Anderson County roads in the Anderson County road system.

- E. **Maximum level of taxes or user service charges, or both, authorized to be levied and collected for the proposed special tax district:** The undersigned resident freeholders acknowledge that Anderson County currently estimates that the cost of above described work performed by Anderson County will not exceed Seventy Six Thousand Dollars (\$76,000.00).

The undersigned resident freeholders further request that Anderson County collect the actual cost of the work as a uniform user service charge per parcel. Seventy Six Thousand Dollars (\$76,000.00) is merely an estimate of the cost of the above described work as performed by Anderson County, and the undersigned resident freeholders acknowledge that the uniform service charge will be based on the actual cost of the work, but shall not exceed the estimate stated above. However, if the above-stated amount is a complete and accurate estimate, the per-parcel cost, based on the thirteen (13) parcels located in The Farm included in the proposed special tax district, would be approximately Five Thousand Eight Hundred Forty Six and 15/100 Dollars (\$5,846.15). Therefore, if the repayment period authorized by Anderson County without interest is ten (10) years, the annual uniform user service charge, per affected parcel, will be approximately Five Hundred Eighty Four and 62/100 Dollars (\$584.62).

The undersigned resident freeholders of the affected improved parcels of The Farm, consisting of seventy-five (75%) percent of the resident freeholders who own at least seventy-five (75%) percent of the assessed valuation of the special tax district, have signed this petition of their own free will and initiative and hereby request that Anderson County Council pass an ordinance creating the proposed special tax district for the purposes stated above:

TMS Number	Street Address of Listed Freeholder(s)	Lot Number	Listed Freeholder(s)	Signature(s)
163-05-01-015	103 Forest Drive Easley, SC 29642	Lot 15	Hickory Nut Investors, LLC	_____



MEMORANDUM

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: Leon C. Harmon, Esquire
Attorney for Anderson County
Nexsen Pruet, LLC
Attorneys at Law

FROM: J. Mike Freeman, Assessor
Anderson County

DATE: October 14, 2015

SUBJECT: Special Tax District – The Farm

Our office has reviewed the petition for the proposed The Farm Special Tax District. We have determined that out of the thirteen (13) freehold owners within the special tax district, eleven (11) have signed the petition for a total of eighty-four point sixty-two percent (84.62%) of total ownership. The total assessed value for all property in the special tax district is two hundred thirty-eight thousand two hundred ninety (238,290). The signers of the petition own two hundred twenty thousand six hundred and fifty (220,650) of that total assessment or ninety-two point sixty percent (92.60%). This memo is to certify that as of October 14, 2015, the petition was signed by 84.62% of the freeholders, who own 92.60% of the assessed value of the real property in the proposed Special Tax District for The Farm. If we may assist you further, please advise.

cc: Rusty Burns, County Administrator
Holt Hopkins, Assistant County Administrator
Jacky Hunter, County Treasurer
Robert Carroll, Central Administrative Services Director

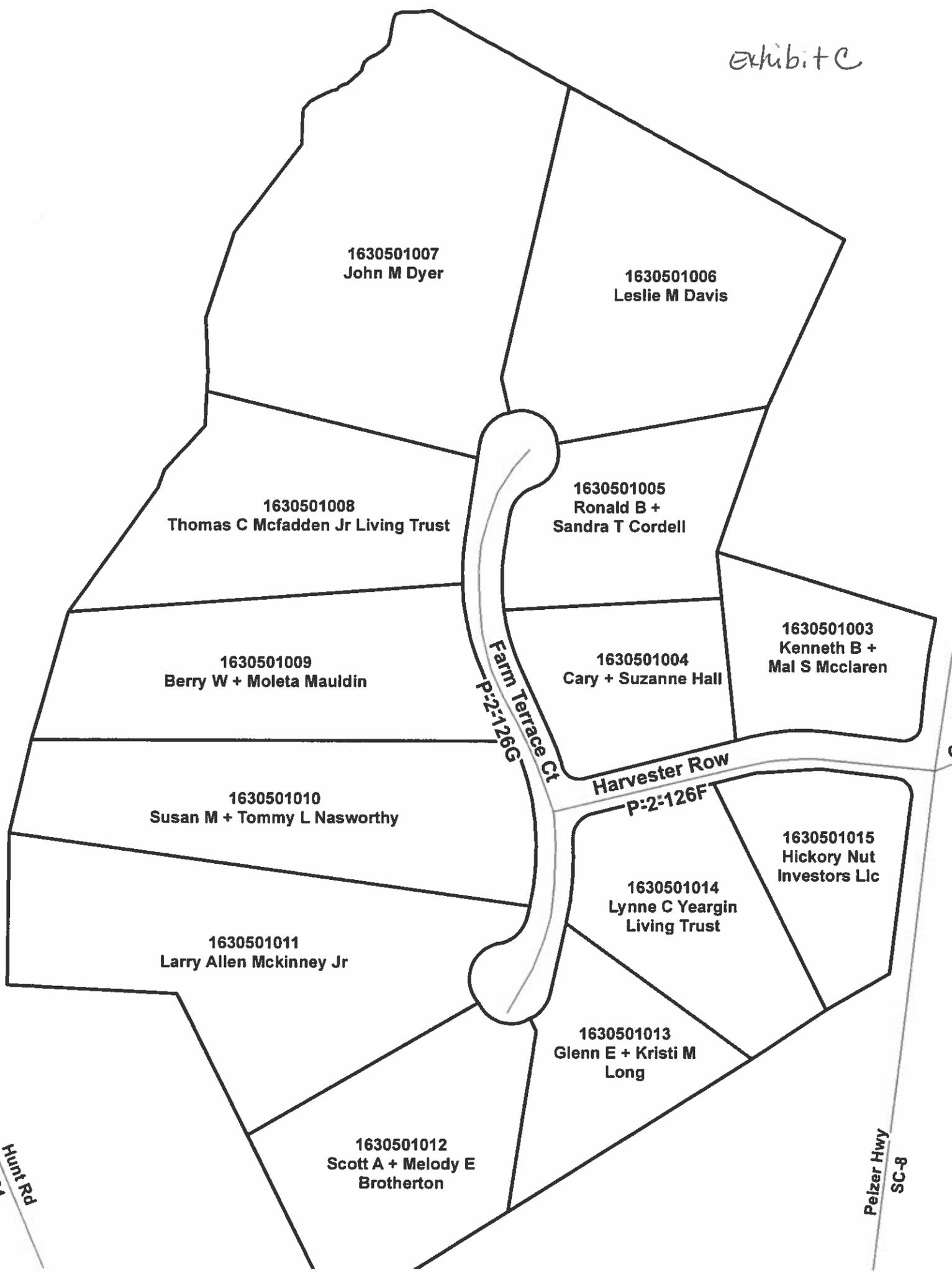
Anderson County Assessor
Post Office Box 8002
Anderson, SC 29522-8002
864.260.4028
864.260.4099 fax
www.andersoncountysc.org

Attachment

The Farm Special Tax District

TMS	CURRENT ASMT	SIGNED	
163-05-01-003	15,550	15,550	
163-05-01-004	10,760	10,760	
163-05-01-005	16,290	16,290	
163-05-01-006	20,420	20,420	
163-05-01-007	19,240	19,240	
163-05-01-008	31,560	31,560	
163-05-01-009	16,800	-	
163-05-01-010	16,360	16,360	
163-05-01-011	27,090	27,090	
163-05-01-012	19,560	19,560	
163-05-01-013	25,740	25,740	
163-05-01-014	18,080	18,080	
163-05-01-015	840	0	
totals	238,290	220,650	92.60%
OWNERS	13	11	84.62%

exhibit C



ORDINANCE NO. 2015-037

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE INFRASTRUCTURE FINANCING AGREEMENT ON BEHALF OF TETRAMER TECHNOLOGIES, LLC AND SOUTH MECHANIC STREET PROPERTIES, LLC (THE "COMPANIES") SO AS TO ACCURATELY REFLECT THE INTENTION OF THE PARTIES REGARDING THE ECONOMIC INCENTIVES FOR THE PROJECT (FORMERLY KNOWN AS PROJECT CHOCO).

WHEREAS, the Anderson County Council enacted Ordinance No. 2014-017 on June 3, 2014, entitled AN ORDINANCE AUTHORIZING AN INFRASTRUCTURE FINANCING AGREEMENT ON BEHALF OF TETRAMER TECHNOLOGIES, LLC AND SOUTH MECHANIC STREET PROPERTIES, LLC (THE "COMPANIES"); AND THE DEVELOPMENT OF A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH GREENVILLE COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN ANDERSON COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976 §4-1-170, ET SEQ., AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH GREENVILLE COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXES TO THE COUNTIES AND RELEVANT TAXING ENTITIES; TO PROVIDE THAT JOB TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR BUSINESS LOCATING IN SAID PARK; AND TO PERMIT A USER FEE IN LIEU OF *AD VALOREM* TAXACTION WITHIN SAID PARK; AND OTHER MATTERS RELATING TO THE FOREGOING;

WHEREAS, Ordinance No. 2014-017 approved the execution and delivery of an Infrastructure Financing Agreement to incorporate the terms of the incentives offered to

Tetramer Technologies, LLC and South Mechanic Street Properties, LLC (the “Companies”) by the County, which the County intended, and still intends, to apply to all property of the Companies from the first year in which such property was placed in service for County property tax purposes; and

WHEREAS, the Anderson County Council desires to amend the Infrastructure Financing Agreement to more accurately reflect such intentions of the parties regarding the economic incentives offered by the County to the Companies.

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

1. The Infrastructure Financing Agreement, Section 3.02(a) is amended to read substantially as follows (in the event of any conflict, the actual terms of the Infrastructure Financing Agreement shall control): Commencing with the first Fee Payment by the Companies due (without penalty by January 15, 2015) with respect to all Project property following the property tax year (2013) in which Project property is initially placed in service, and continuing for up to nine (9) consecutive annual Fee Payments thereafter (for a potential total of up to ten (10) annual Fee Payments), the County shall hereby provide an Infrastructure Credit of up to ninety-nine percent (99%) of the Net Fee Payments made by the Companies on behalf of the Project and adjacent parcels of real property presently owned by the Companies in the Park, pursuant to the Park Agreement, regardless of the tax classification of the real and/or personal property provided, however, that it is not already receiving either the manufacturing abatement under Section 12-37-220 of the Code, an existing infrastructure credit, or a negotiated FILOT arrangement under Section 4-29-67, Section 4-12-10, et. seq. or Section 12-44-10, et.seq. South Carolina Code, 1976, as amended, for such property, subject to the following limitations and requirements: (1) as of any date during the term of this Agreement, the cumulative dollar

amount expended by the Companies on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Infrastructure Credit received by the Companies, (2) the Company shall not claim total or partial abatement of ad valorem property taxes as to any property for which an Infrastructure Credit is given, and (3) once the Companies have realized and received the Infrastructure Credit for a total of ten (10) consecutive annual fee payments or the Companies have received a combined cumulative total of \$165,000 in credits hereunder, whichever event occurs sooner, the Infrastructure Credit provided hereunder shall end. THIS AGREEMENT AND THE CREDIT PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE CREDITS.

2. All other sections of the Infrastructure Financing Agreement not revised or affected hereby, directly or by implication, remain unchanged.

3. Ordinance No. 2014-017 is hereby amended to the extent that Section 2 of Ordinance No. 2014-017 incorporates the amended Section 3.02(a) into the Infrastructure Financing Agreement which was, itself, incorporated by reference into Ordinance No. 2014-017.

4. All other provisions of Ordinance No. 2014-017 remain unchanged.
5. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.
6. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
7. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

Done in meeting duly assembled this _____ day of _____, 2015.

ATTEST:

FOR ANDERSON COUNTY

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Kimberly A. Poulin
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

First Reading: October 20, 2015
Second Reading: November 3, 2015
Third Reading:
Public Hearing

FIRST AMENDMENT TO THAT CERTAIN INFRASTRUCTURE FINANCING AGREEMENT, DATED JUNE 3, 2014, BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND TETRAMER TECHNOLOGIES, LLC AND SOUTH MECHANIC STREET PROPERTIES, LLC (THE "INFRASTRUCTURE FINANCING AGREEMENT")

THIS FIRST AMENDMENT TO THE INFRASTRUCTURE FINANCING AGREEMENT ("FIRST AMENDMENT"), dated as of _____, 2015 between Anderson County, South Carolina, a body politic and corporate, and Tetramer Technologies, LLC and South Mechanic Street Properties, LLC, limited liability companies authorized to do business in South Carolina (the "Companies").

WITNESSETH:

WHEREAS, Anderson County, acting by and through its County Council, and the Companies entered into the Infrastructure Financing Agreement on June 3, 2014; and

WHEREAS, Anderson County and the Companies desire to amend the Infrastructure Financing Agreement to more accurately reflect the intentions of the parties regarding the economic incentives offered by the County to the Companies"), which the County intended, and still intends, to apply to all property of the Companies from the first year in which such property was placed in service for County property tax purposes (2013);.

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

1. Section 3.02(a) of the Infrastructure Financing Agreement is hereby amended to read as follows:

Commencing with the first Fee Payment by the Companies due (without penalty by January 15, 2015) with respect to Project property following the property tax year in which Project property is initially placed in service (2013), and continuing for up to nine (9)

consecutive annual Fee Payments thereafter (for a potential total of up to ten (10) annual Fee Payments), the County shall hereby provide an Infrastructure Credit of up to ninety-nine percent (99%) of the Net Fee Payments made by the Companies on behalf of the Project and adjacent parcels of real property presently owned by the Companies in the Park, pursuant to the Park Agreement, regardless of the tax classification of the real and/or personal property provided, however, that it is not already receiving either the manufacturing abatement under Section 12-37-220 of the Code, an existing infrastructure credit, or a negotiated FILOT arrangement under Section 4-29-67, Section 4-12-10, et. seq. or Section 12-44-10, et.seq. South Carolina Code, 1976, as amended, for such property, subject to the following limitations and requirements: (1) as of any date during the term of this Agreement, the cumulative dollar amount expended by the Companies on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Infrastructure Credit received by the Companies, (2) the Company shall not claim total or partial abatement of ad valorem property taxes as to any property for which an Infrastructure Credit is given, and (3) once the Companies have realized and received the Infrastructure Credit for a total of ten (10) consecutive annual fee payments or the Companies have received a combined cumulative total of \$165,000 in credits hereunder, whichever event occurs sooner, the Infrastructure Credit provided hereunder shall end. THIS AGREEMENT AND THE CREDIT PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY

LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE CREDITS.

2. All other provisions of the Infrastructure Financing Agreement not changed or affected hereby, directly or by implication, remain unchanged.

IN WITNESS WHEREOF, Anderson County, South Carolina has caused this First Amendment to be executed by the Chairman of its County Council and the County Administrator and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council, and the Companies have caused this Agreement to be executed by an authorized officer, all as of the day and year first above written.

Anderson County, South Carolina

By: _____
Tommy Dunn, Chairman
Anderson County Council

(SEAL)

ATTEST:

By: _____
Kimberly A. Poulin
Clerk to County Council

By: _____
Rusty Burns
Anderson County Administrator

Tetramer Technologies, LLC

By: _____

Its: _____

South Mechanic Street Properties, LLC

By: _____

Its: _____

ORDINANCE NO. 2015-035

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

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

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

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

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

DONE in meeting duly assembled this ____ day of _____, 2015.

(SIGNATURE PAGE TO FOLLOW)

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Kimberly A. Poulin, Clerk
Anderson County Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

First Reading: November 3, 2015
Second Reading: _____, 2015
Third Reading: _____, 2015
Public Hearing: _____, 2015

Addition to Exhibit A to
Agreement for the Development of a Joint County Industrial and
Business Park dated as of December 1, 2010, as amended,
between Anderson County and Greenville County

[Project Rampart]

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of _____, 2015, _____, 2015 and _____, 2015, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Kimberly A. Poulin
Clerk to Council

Dated: _____, 2015

ORDINANCE NO. 2015-042

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, WATSON ENGINEERING, INC., AS SPONSOR, AND 1350 SHILOH PROPERTIES, LLC, AS SPONSOR AFFILIATE; AND OTHER MATTERS RELATING TO THE FOREGOING.

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), and particularly Title 12, Chapter 44 thereof (referred to as the "FILOT Act") to designate real and tangible personal property as "economic development property" and to enter into an arrangement which provides for payment in lieu of taxes ("FILOT Payments") for a project qualifying under the FILOT Act for the industrial and economic development of the State of South Carolina (the "State") for the purpose of inducing new manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; and

WHEREAS, pursuant to the FILOT Act, Watson Engineering, Inc. ("Watson") and the County entered into that certain Fee in Lieu of Tax Agreement, dated as of May 2, 2012 (as amended, the "Original Agreement"); and

WHEREAS, the County and Watson desire to amend the Original Agreement to add 1350 Shiloh Properties, LLC as a Company Affiliate and 1340 Shiloh Church Road as a part of the site of the Project, and to make certain other changes, as set forth in greater detail in the Amended and Restated Agreement referenced below.

NOW, THEREFORE, BE IT ORDAINED by the Anderson County Council, in a meeting duly assembled, that the Project (as defined in the Amended and Restated Agreement) has resulted in a substantial public benefit and that the Amended and Restated Agreement, in substantially the form attached hereto as Exhibit A, with such changes as the Anderson County Chairman or County Attorney shall approve, the County Chairman's execution of a definitive Amended and Restated Agreement to be conclusive evidence of such approval, is hereby approved.

ADOPTED this day of , 2015.

FOR ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

By: _____
Kimberly A. Poulin
Clerk of County Council

Approved as to form:

By: _____
Leon Harmon, County Attorney
Anderson County, South Carolina

First Reading: November 03, 2015
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A

AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA

and

WATSON ENGINEERING, INC. and 1350 SHILOH PROPERTIES, LLC

Dated as of _____, 2015

AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT

THIS AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT, executed as of _____, 2015, but effective as of May 2, 2012, between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), **WATSON ENGINEERING, INC.**, a Michigan Corporation (the "Company"), and **1350 SHILOH PROPERTIES, LLC**, a Michigan limited liability company (the "1350 Affiliate").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "FILOT Act") of the Code of Laws of South Carolina 1976, as amended (the "Code") and Title 4, Chapter 1 of the Code (the "Multi-County Park Act"): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project (a "FILOT"); and (iii) to create, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, the County and the Company entered into that certain Fee in Lieu of Tax Agreement dated as of May 2, 2012 (the "Original Agreement"), whereby the County agreed to accept certain payments in lieu of *ad valorem* taxes with respect to (i) Company's expansion of a manufacturing facility (the "Expansion") on a 15.579 acre site at 1350 Shiloh Church Road (the "1350 Shiloh Site") in the County owned by the 1350 Shiloh Affiliate and leased to the Company and (ii) the Company's conduct of additional operations (the "Additional Operations") at a new 5.98 acre site owned by the 125 Hollow Properties, LLC (the "125 Hollow Affiliate") at 100 Hurricane Creek Road (the "100 Hurricane Creek Site") in the County and leased to the Company; and

WHEREAS, subsequent to the execution of the Original Agreement and completion of the investment necessary to house the Additional Operations at the 100 Hurricane Creek Site (the "100 Hurricane Creek Investment"), the 1350 Shiloh Affiliate acquired an approximately 3.34 acre site at 1340 Shiloh Church Road ([portion of] TMS #216-00-11-015) (the "1340 Shiloh Site") in the County and leased the 1340 Shiloh Site to the Company; and

WHEREAS, the Company decided in the interest of efficiency to house the Expansion and Additional Operations at the 1340 Shiloh Site and the 1350 Shiloh Site; and

WHEREAS, because the Company no longer needed the 100 Hurricane Creek Site, the Company subleased the 100 Hurricane Creek Site to its customer Mainstay Fuel Technologies, LLC (“Mainstay”) for its office, manufacturing and warehousing activities; and

WHEREAS, (a) pursuant to Section 1.01 of the Original Agreement, under the definition of “Site”, Exhibit A to the Agreement may be supplemented from time to time to add real property to the Site, (b) pursuant to Section 1.01 of the Original Agreement, under the definition of “Company Affiliate”, any affiliate of the Company which would qualify as a sponsor affiliate within the meaning of that term as defined and used in Section 12-44-30(2) of the South Carolina Code of Laws (the “Code”) may be considered a Company Affiliate under the Original Agreement if approved by the County as an affiliate and if such Company Affiliate agrees to be bound by the Original Agreement as to any investment made by such Company Affiliate to be subject to FILOT Payments (as that term is defined in the Original Agreement) thereunder, and (c) pursuant Section 12.09 of the Agreement and Title 12, Chapter 44 (the “Act”) of the Code of Laws of South Carolina 1976, as amended, the County and the Company may, from time to time, amend the Original Agreement; and

WHEREAS, the Company has asked the County to agree to modify the Original Agreement to add the 1340 Shiloh Site to the Site and to add the 1350 Shiloh Affiliate as a Company Affiliate, and to otherwise clarify that any investments by the 1350 Shiloh Affiliate or the Company in the 1340 Shiloh Site are a part of the Project (as that term is defined in the Agreement); and

WHEREAS, because the overall investment and new Full-Time Jobs created by the Company (individually or collectively with the 125 Hollow Affiliate, the 1350 Shiloh Affiliate and Mainstay) will equal or exceed what was required in the Original Agreement, the County has agreed to such modifications; and

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interest of the County to enter into this Amended and Restated Agreement with the Controlled Group subject to the terms and conditions herein set forth.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company and the 1350 Shiloh Affiliate hereby agree that the Original Agreement is amended and restated in its entirety to read as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

"100 Hurricane Creek Investment" shall mean those certain existing real property improvements located on the 100 Hurricane Creek Site which the 125 Hollow Affiliate has acquired from Wilson, Inc. and, to the extent placed in service by the 125 Hollow Affiliate during the Investment Period, additional new real property improvements, now or hereafter located on the 100 Hurricane Site.

"Administration Expenses" shall mean the reasonable and necessary expenses, including attorneys' fees, incurred by the County with respect to the Project and this Agreement.

"Agreement" shall mean this Amended and Restated Fee in Lieu of Tax Agreement as originally executed and from time to time supplemented or amended as permitted herein.

"Code" shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof unless the context clearly requires otherwise.

"Company" shall mean Watson Engineering, Inc., a Michigan corporation, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets permitted under section 8.02 or Article IX hereof; or any assignee hereunder which is designated by the Company and approved or ratified by the County. Except as required by law, the County's subsequent approval or ratification of an assignee hereunder shall not be required if the subsequent Assignee is a member of the Controlled Group.

"Company Affiliate" shall mean any affiliate of the Company which would qualify as a sponsor affiliate within the meaning of that term as defined and used in Section 12-44-30(20) of the Code; provided, however, that prior to being considered a Company Affiliate hereunder, such sponsor affiliate must be specifically approved by the County as an affiliate and must agree in writing to be bound by this Agreement as to any investment by such affiliate to be subject to FILOT Payments hereunder. The 1350 Shiloh Affiliate is a Company Affiliate. The 125 Hollow Affiliate is not a Company Affiliate.

"Company Commitments" shall mean the investment and employment commitments with respect to the Project, the 100 Hurricane Creek Site, and the 100 Hurricane Creek Investment, as set forth in Section 4.01 of this Agreement.

"Controlled Group" shall mean the Company and all Company Affiliates.

"County" shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

"County Council" shall mean the governing body of the County and its successors.

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

"Economic Development Property" shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property, which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Code.

"Equipment" shall mean all machinery, equipment, furnishings, and other personal property acquired by the Controlled Group and placed in service on the Site as part of the Project during the Investment Period in accordance with this Agreement.

"Event of Default" shall mean an Event of Default as defined in Section 11.01 hereof.

"Existing Property" shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including without limitation property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of the Original Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) land, excluding existing improvements on the land, on which the Project is or is to be located; (b) property acquired or constructed by the Company or members of the Controlled Group during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; or (c) modifications which constitute an expansion of Existing Property.

"FILOT" shall mean the fee in lieu of taxes which the Company or any other member of the Controlled Group, as the case may be, is obligated to pay to the County pursuant to Section 5.01 hereof.

"FILOT Act" shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

"FILOT Payments" shall mean the payments to be made by the Company or any other member of the Controlled Group, as the case maybe, pursuant to Section 5.01 hereof.

"FILOT Revenues" shall mean the revenues received by the County from the Company's payment of the FILOT or the payment of any other member of the Controlled Group, as the case may be.

"Full-Time Job" shall mean a job requiring a minimum of forty (40) hours of an employee's time per week for the entire normal year of the Company's operation. For the purposes of this definition, two Half-Time Jobs are considered one Full-Time Job and three Third-Time Jobs are considered one Full-Time Job.

"Half-Time Job" shall mean a job requiring a minimum of twenty (20) hours of an employee's time per week for the entire normal year of the Company's operation.

"Investment Period" shall mean the period beginning with the first day that the Controlled Group purchased or purchases Economic Development Property, which day shall be no earlier than January 1, 2012, and ending on the date that is five (5) years from the end of the property tax year in which Economic Development Property comprising the Project is initially placed in service, unless extended by agreement of the County and the Company pursuant to Section 12-44-30(13) of the Code.

"Multi-County Park" shall mean the multi-county industrial/business park established pursuant to a qualifying agreement with Clarendon County, dated July 18, 1994, as amended (the "Multi-County Park Agreement") and any other multi-county industrial/business park which includes the Project and which is designated by the County as such pursuant to any such agreement which supercedes or replaces the initial Multi-County Park Agreement.

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

"Negotiated FILOT Payment" shall mean the FILOT due from the Company or any other member of the Controlled Group, as the case may be, pursuant to Section 5.01(b)(ii) hereof with respect to its respective portion of the Project consisting of Economic Development Property.

"Non-Qualifying Property" shall mean that portion of the Project consisting of: (i) property as to which the Company or any members of the Controlled Group incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; and (iii) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Company has terminated the Negotiated FILOT pursuant to Section 4.03(a)(iii) hereof.

"Person" shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

"Project" shall mean: the real property which constitutes the 1340 Shiloh Site and the buildings and other improvements on the Site to the extent placed thereon by the Company or any member of the Controlled Group including water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings located on the Site which are necessary, suitable, or useful, including the Equipment, but excluding the 100 Hurricane Creek Investment; and any Replacement Property; provided, however, except as to the Replacement Property, the term Project shall be defined to include such property only to the extent placed in service during the Investment Period.

"Released Property" shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation or eminent domain proceedings as described in Article VII hereof, and any infrastructure which the Company dedicates to the public use (within the meaning of that phrase as used in Section 12-6-3420(C) of the Code).

"Replacement Property" shall mean all property installed in or on the Site in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to Section 5.01(f) hereof and Section 12-44-60 of the Code.

"Site" shall mean the real estate upon which the Project is to be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof, including as of the original execution and delivery of this Agreement, the 1350 Shiloh Site and the 1340 Shiloh Site as such terms are defined in the recitals hereof.

"State" shall mean the State of South Carolina.

"Streamlined FILOT Act" shall mean Title 4, Chapter 12 of the Code, as amended through the date hereof.

"Term" shall mean the term of this Agreement, as set forth in Section 10.01 hereof.

"Third-Time Job" shall mean a job requiring a minimum of fifteen (15) hours of an employee's time per week for the entire normal year of the Company's operation.

"Transfer Provisions" shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.02. References to Agreement. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the FILOT Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) The County, based on representations of the Company, has determined that the Project will subserve the purposes of the FILOT Act, and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

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

(d) The Site is located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Site will continuously be included within the boundaries of the Multi-County Park or another multi-county park in order that the incentives set forth herein and any tax benefits afforded by the laws of the State for job creation at the Project during the Investment Period for projects located within multi-county industrial parks will be available to the Company and the other members of the Controlled Group.

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

Section 2.02. Representations and Warranties by the Controlled Group. The Controlled Group makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation validly existing and in good standing under the laws of the State of Michigan and authorized to do business in the State; the 1350 Shiloh Affiliate is a limited liability company organized and in good standing under the laws of the State of Michigan and authorized to do business in the State; the Controlled Group has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing the Controlled Group to locate the Project within Anderson County and the State.

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

(d) The Company and the other members of the Controlled Group shall invest at least Five Million and no/100 Dollars (\$5,000,000) in the Project within the Investment Period

and, by that same date, cause the 125 Hollow Affiliate to invest the difference between the investment by the Company and the other members of the Controlled Group and Five Million Seven Hundred Thirty Thousand and no/100 Dollars (\$5,730,000) in the 100 Hurricane Creek Site and 100 Hurricane Creek Investment within the Investment Period and create at least eighty-five (85) new, Full-Time Jobs at the Site of the Project within the period beginning on January 1, 2012 and ending at the end of the Investment Period.

ARTICLE III

UNDERTAKINGS OF COUNTY

Section 3.01. Agreement to Accept FILOT Payments. The County hereby agrees to accept FILOT Payments made by the Company or any other member of the Controlled Group, as the case may be, in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the portion of the Project qualifying as Economic Development Property until this Agreement expires or is sooner terminated.

Section 3.02. No Warranties by County. The Controlled Group acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for the Company's purposes or needs. No representation of the County is hereby made with regard to the Project, including without limitation, compliance by the Project or any Person with laws regulating (i) the construction or acquisition of the Project, (ii) environmental matters pertaining to the Project, (iii) the offer or sale of any securities, or (iv) the marketability of title to any property.

Section 3.03. Execution of Lease. The parties acknowledge that the intent of this Agreement is to afford the Company and the other members of the Controlled Group the benefits of the Negotiated FILOT Payments in consideration of the Controlled Group's decision to locate the Project within Anderson County and that this Agreement has been entered into in reliance upon the enactment of the FILOT Act. In the event that a court of competent jurisdiction holds that the FILOT Act is unconstitutional or that this Agreement or agreements similar in nature to this Agreement are invalid or unenforceable in any material respect or should the parties determine that there is a reasonable doubt as to the validity or enforceability of this Agreement in any material respect, then the County, upon the provision by the Company and the other members of the Controlled Group of evidence acceptable to the County in its sole discretion that the Project is free from environmental contamination and the conveyance of title to the Project to the County, all at the sole expense of the Company and the other members of the Controlled Group, agrees to lease the Project to the Company and the other members of the Controlled Group pursuant to the Streamlined FILOT Act upon terms and provisions mutually agreeable to the County and the Controlled Group to include, without limitation, comprehensive environmental indemnification in favor of the County and, to the extent permitted under the law in effect at such time, use its best efforts to ensure that the Company and the other members of the Controlled Group receives the benefits of the Negotiated FILOT as contemplated by this Agreement.

ARTICLE IV

INVESTMENT IN PROJECT, 100 HURRICANE CREEK SITE AND 100 HURRICANE CREEK INVESTMENT; MAINTENANCE AND MODIFICATION OF PROJECT

Section 4.01. Company Commitments. The Company agrees, individually or together with other members of the Controlled Group, to invest at least Five Million and no/100 Dollars (\$5,000,000) in the Project within the Investment Period and, by that same date, cause the 125 Hollow Affiliate to invest the difference between the investment by the Company and the other members of the Controlled Group and Five Million Seven Hundred Thirty Thousand and no/100 Dollars (\$5,730,000) in the 100 Hurricane Creek Site and 100 Hurricane Creek Investment within the Investment Period and to create at least eighty-five (85) new, Full-Time Jobs at the Site of the Project within the period beginning on January 1, 2012 and ending at the end of the Investment Period. For purposes of determining the number of new Full-Time Jobs, it is agreed that the base number of full time employees employed by the Company has been determined as of December 31, 2011 in order to establish a base from which to calculate the number of new, Full-Time Jobs to measure satisfaction of the job creation requirements set forth in this Agreement. Such base employee number is eighty-two (82).

Section 4.02. Reporting and Filing. (a) The Company provided the County with a copy of Form PT-443 filed with the Department of Revenue with respect to the Project and this Agreement not later than 30 days after execution and delivery of the Original Agreement. The Company will provide the County with a copy of an amended Form PT-443 filed with the Department of Revenue not later than 30 days after execution and delivery of this Agreement. The Company and the other members of the Controlled Group agree to file a copy of each Form PT-300 (and all schedules attached thereto) filed with respect to the Project, the 100 Hurricane Creek Site and the 100 Hurricane Creek Investment with the Anderson County Auditor within 30 days of filing the original with the Department of Revenue. Additionally, on or before the March 31st immediately following the end of the Investment Period, and on or before each March 31st following the end of each property tax year thereafter during the Term of this Agreement, the Company and the other members of the Controlled Group will provide a written annual certification to the County and accompanying documentation, in form and substance reasonably agreeable to the County and the Company and the other members of the Controlled Group, reflecting the number of new Full-Time Jobs created and/or maintained at the Project as of the end of such property tax year and, in the event that the filing of a Form PT-300 or similar form is no longer required by the Department of Revenue, reflecting investment in the Project, the 100 Hurricane Creek Site and the 100 Hurricane Creek Investment.

(b) The Company and the other members of the Controlled Group agree to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, the number of employees employed at the Project,

and its computations of all FILOT Payments made hereunder and as will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in paragraph (a) (collectively, "Filings").

(c) Notwithstanding any other provision of this Section, the Company or any other member of the Controlled Group may designate, by clear written designation, conspicuously marked, with respect to any Filings delivered to the County segments thereof that the Company or such other member of the Controlled Group believes contain proprietary, confidential, or trade secret matters. To the maximum extent permitted by law, the County shall conform with all written reasonable requests made by the Company or other member of the Controlled Group with respect to maintaining the confidentiality of such designated segments. If the County receives a request for information under Title 30, Chapter 4 of the Code, the County shall provide reasonable notice to the Company or other member of the Controlled Group (as applicable) of the request and, subject to the time constraints imposed by such law, use good faith efforts to give the Company or other member of the Controlled Group the opportunity to designate those portions of the Project, which the Company or other member of the Controlled Group believes to be confidential or proprietary. Except to the extent required by law, the County shall not knowingly release information which has been designated as confidential or proprietary by the Company or any other member of the Controlled Group.

Section 4.03. Modification of Project.

(a) As long as no Event of Default exists hereunder, the Company or any other member of the Controlled Group shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company or any other member of the Controlled Group may, at its own expense, add to the Project any real and personal property as the Company or such other member of the Controlled Group in its discretion deems useful or desirable.

(ii) In any instance where the Company in its discretion determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company or any other member of the Controlled Group may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County.

(iii) The Company or any other member of the Controlled Group may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT set forth in this Agreement, and thereafter such property will be subject to FILOT Payments as set forth in Section 5.01(b)(i) hereof.

(b) [Intentionally Left Blank].

ARTICLE V

PAYMENTS IN LIEU OF TAXES

Section 5.01. Payments in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the FILOT Act, the parties hereby agree that, during the Term of the Agreement, the Company and any other member of the Controlled Group shall pay annually with respect to the Project a FILOT in the amount calculated as set forth in this Section, on or before the date, and at the places, in the manner, and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes.

(b) The FILOT Payment due with respect to each property tax year shall equal the sum of:

(i) with respect to any portion of the Project consisting of Non-Qualifying Property, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would otherwise be due on such Non-Qualifying Property were it taxable giving effect to all credits, exemptions, rebates and abatement that would be available if such undeveloped land or Non-Qualifying Property were taxable; and

(ii) with respect to those portions of the Project consisting of Economic Development Property, for each of 30 consecutive property tax years beginning with the year in which such portion of the Project is placed in service, a payment calculated each property tax year as set forth in paragraphs (c) and (d) below (a "Negotiated FILOT").

(c) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on (1) the fair market value of such Economic Development Property (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) (less, for any such Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code), (2) a fixed millage rate of the lesser of the cumulative property tax millage rate levied by, or on behalf of, all taxing entities within which the Project is located on either (1) June thirtieth of 2011 (i.e., 291.8 mils) or (2) June thirtieth of 2012 (with the parties anticipating that June thirtieth of 2011 will be the lowest) the for the entire term of this Agreement, and (3) an assessment ratio of six percent (subject to adjustment as set forth in this Agreement). All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) The FILOT payments are to be recalculated:

(i) to reduce such payments in the event the Company or any other member of the Controlled Group disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in Section 4.03 hereof, by the amount applicable to the Released Property;

(ii) to increase such payments in the event the Company or any other member of the Controlled Group adds property (other than Replacement Property, subject to the provisions of Section 5.01(e) below and Section 12-44-60 of the Code) to the Project; or

(iii) to adjust such payments if the Company or any other member of the Controlled Group elects to convert any portion of the Project from the Negotiated FILOT to the FILOT required by Section 5.01(b)(i) above, as permitted by Section 4.03(a)(iii).

(e) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Controlled Group to the County in lieu of taxes, it is agreed that said FILOT Payments shall not as to any year be in any amount greater than what would otherwise be payable by the Company or any other member of the Controlled Group to the County in property taxes if the Controlled Group had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

(f) Upon installation of any Replacement Property for any portion of the Economic Development Property removed under Section 4.03 hereof and sold, scrapped, or disposed of, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Replacement Property does not have to serve the same function as Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of Economic Development Property which it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT payment for the period of time remaining on the 30-year FILOT period for the property which it is replacing.

(ii) The new Replacement Property which qualifies for the Negotiated FILOT payment shall be recorded using its income tax basis and the Negotiated FILOT Payment

shall be calculated using the millage rate and assessment ratio provided on the original property subject to FILOT payment.

(g) In the event that the FILOT Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Controlled Group and the County express their intentions that such payments be reformed so as to afford the Company and the other members of the Controlled Group benefits commensurate with those included under this Agreement as then permitted by law, including without limitation the benefits afforded under the Streamlined FILOT Act or Title 4, Chapter 29 of the Code and, specifically, that the Company and other members of the Controlled Group may, at the Controlled Group's expense and subject to compliance by the Company with the matters contained in Section 2.01 of the Inducement and Millage Rate Agreement, exercise the rights granted by Section 12-44-160 of the Code. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the FILOT Act in whole or in part, the Controlled Group and the County agree that the Company and other members of the Controlled Group shall pay an alternate fee in lieu of tax calculated in the manner set forth in Section 5.01(b)(i) hereof. In such event, the Company and other members of the Controlled Group shall be entitled (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company and other members of the Controlled Group were obligated to pay *ad valorem* taxes, or the FILOT equivalent hereunder.

(h) In the event that at least 80% of the Company Commitments are not satisfied (i.e. in the event the Company, any other members of the Controlled Group and the 125 Hollow Affiliate fail to collectively invest \$4,584,000 or in the event the Company fails to create at least 68 new Full-Time Jobs) by the end of the Investment Period, or, in the event that the Company and the other members of the Controlled Group fail to each invest \$2,500,000, or in the alternative collectively invest \$5,000,000 by the end of the Investment Period (the "Statutory Requirement") the Negotiated FILOT Payments will revert retroactively to payments equivalent to what the *ad valorem* taxes would have been with respect to the Project absent this Agreement taking into account exemptions and/or abatements from property taxes that would have been available to the Company or any other member of the Controlled Group, as the case may be, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code, less the total amount of Negotiated FILOT Payments actually made by the Company or any other member of the Controlled Group, as the case may be. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable to the County from the Company on behalf of itself and any other member of the Controlled Group with respect to the portion of the Economic Development Property in question, an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with interest on such deficiency as provided in Section 12-54-25(D)

of the Code (a "Deficiency Payment"). Additionally, in such event, the County shall have the rights set forth in Section 5.02(c) hereof.

(i) In the event that at least 80% of the Company Commitments but less than 100% of the Company Commitments are satisfied by the end of the Investment Period and the Statutory Requirement is met, the assessment ratio for the Negotiated FILOT Payments shall be proportionately increased retroactively and prospectively such that the Negotiated FILOT Payments made by the Company and the other members of the Controlled Group, as applicable, shall be increased in proportion to the percentage of the Company Commitments not met, with equal weighting being given to each of the investment requirement and the job requirement. For example, if 90% of the investment requirement were met and 85% of the job requirement were met, it would be considered that 87.5% of the Company Commitments were met and 12.5% of the Company Commitments were not met. In such a case, the increase in the assessment ratio for purposes of the Negotiated FILOT Payments would be 12.5% of the amount by which the assessment ratio was reduced from what it would ordinarily be in the absence of this Agreement – that is 12.5% of 4.5% or an increase of .5625% for a final assessment ratio of 6.5625%. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable to the County from the Company or any other member of the Controlled Group, as the case may be, with respect to the portion of the Economic Development Property in question, an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as Negotiated FILOT Payments with the new assessment ratio, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code.

(j) Any amounts due to the County under this Section 5.01 by virtue of the retroactive application of Section 5.01(g)-(i) hereof shall be paid within 30 days following written notice thereof from the County to the Company.

Section 5.02. Special Source Revenue Credit. (a) Pursuant to Section 12-44-70 of the Code and the Multi-County Park Act, the County agrees to provide the hereinafter described Special Source Credits to reimburse the Company and the other members of the Controlled Group for a portion of the cost of designing, acquiring, constructing, improving, or expanding (a) the infrastructure serving the County or the Project or (b) for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise ("Reimbursable Expenditures"). The Company and the other members of the Controlled Group shall receive an annual credit (the "Special Source Credit"), over ten years equal to 40% in years 1-5 and 35% in years 6-10 of the amount of its Negotiated FILOT Payments (or what would have been Negotiated FILOT Payments but for failure to meet the Statutory Requirement), provided that at no time shall the cumulative amount of such credits received exceed the amount of investment by the Company and the other members of the Controlled Group in Reimbursable Expenditures.

(b) To the extent the Special Source Credits are used as reimbursement for personal property subject to the Negotiated FILOT (or what would have been Negotiated FILOT but for failure to meet the Statutory Requirement), including machinery and equipment, and the personal property is removed from the Project pursuant to Section 4.03 at any time during the life of the Negotiated FILOT (or what would have been the Negotiated FILOT but for failure to meet the Statutory Requirement) thereof, the amount of the fee in lieu of taxes due on such personal property for the year in which such personal property was removed from the Project also shall be due for the two years immediately following the removal. To the extent that any payment amounts were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property. If personal property is removed from the Project but is replaced with Replacement Property, then the personal property will not be considered to have been removed from the Project.

(c) (i) Failure to Meet Initial Requirement. In the event that at least 80% of the Company Commitments are not satisfied (i.e. in the event the Company, any other members of the Controlled Group and the 125 Hollow Affiliate fail to collectively invest \$4,584,000 or the Company fails to create at least 68 new Full-Time Jobs) by the end of the Investment Period, the Special Source Credits set forth in this Section 5.02 shall terminate retroactively and prospectively and there shall be due and payable to the County by the Company on behalf of itself and the other members of the Controlled Group, within 30 days following written notice thereof from the County to the Company, an amount equal to all such Special Source Credits theretofore provided by the County under this Agreement, together with interest thereon, as provided in Section 12-54-25(D) of the Code. In the event that at least 80% of the Company Commitments but less than 100% of the Company Commitments are satisfied by the end of the Investment Period, the Special Source Revenue Credits shall be proportionately decreased retroactively and prospectively such that the Special Source Revenue Credits shall be decreased in proportion to the percentage of the Company Commitments not met, with equal weighting being given to each of the investment requirement and the job requirement. For example, if 90% of the investment requirement were met and 85% of the job requirement were met, it would be considered that 87.5% of the Company Commitments were met and 12.5% of the Company Commitments were not met. In such a case, the decrease in the Special Source Revenue Credits would be 12.5% and would be effective retroactively and prospectively. To the extent that under such circumstances the Special Source Revenue Credits hereunder are subject to retroactive adjustment, then there shall be due and payable to the County from the Company or any other member of the Controlled Group, as the case may be, with respect to the portion of the Economic Development Property in question, an amount equal to the difference between the Special Source Revenue Credits theretofore actually received and the amount which would have been received as Special Source Revenue Credits with the reduction set forth above, together with interest thereon, as provided in Section 12-54-25(D) of the Code.

(ii) Failure to Maintain. If, following the Investment Period, the Company fails to maintain 80% of the number of New Full-Time Jobs required to be created in satisfaction of the Company Commitments during the Term of this Agreement, such Special Source Credits shall terminate prospectively. In the event the Company fails to maintain 100% of the number of New

Full-Time Jobs required in satisfaction of Company Commitments during the Term of this Agreement but maintains at least 80% thereof, such Special Source Credits shall be proportionately reduced prospectively.

(d) THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FILOT PAYMENTS RECEIVED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS FULL FAITH, CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE CREDITS.

Section 5.03. Existing Project. The County and the Controlled Group acknowledge that the 1350 Shiloh Site is the subject of that certain Fee in Lieu of Tax Agreement dated as of August 15, 2007 by and between the County and the Company (the "Existing FILOT Agreement") with respect to a prior project (the "Prior Project"). The Company and the County agree that any property placed in service at the 1350 Shiloh Site in property tax year 2012 or later shall be considered a portion of the Project and not the Prior Project, provided, however, that the foregoing shall not prevent the Company from placing into service replacement property under the Existing FILOT Agreement (but such replacement property shall not count towards the investment required under Section 4.01 of this Agreement).

ARTICLE VI

PAYMENT OF EXPENSES BY COMPANY

Section 6.01. Payment of Administration Expenses. The Company and the other members of the Controlled Group will reimburse the County from time to time for its Administration Expenses promptly upon written request therefor, but in no event later than 45 days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same.

Section 6.02. Defaulted Payments. In the event the Company or any other member of the Controlled Group, as the case may be, should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company and the other members of the Controlled Group until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT Payments hereunder, the Company and the other members of the Controlled Group agree to pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem*

taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Code.

ARTICLE VII

CASUALTY AND CONDEMNATION

Section 7.01. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, the Company and the other members of the Controlled Group in their sole discretion may determine whether or not to repair or replace the same. The parties hereto agree that if the Company and the other members of the Controlled Group decide not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project, subject to the provisions of Section 5.01(i) hereof.

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, the Company, or any other member of the Controlled Group, as the case may be, shall use the Project for any lawful purpose authorized pursuant to the Act.

Section 8.02. Investment by Company Affiliates. The County agrees that, to the extent permitted by law, the investments in the Project by any Company Affiliate shall be considered as an investment in the Project.

Section 8.03. Indemnification. The Company and the other members of the Controlled Group release 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") from, agrees that the Indemnified Parties shall not be liable for, and agrees to defend and hold the Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person or any other liability whatsoever including, without limitation, liability under any environmental or regulatory law or regulations that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project, the 100 Hurricane Creek Site or the 100 Hurricane Creek Investment or the use thereof, except for that occasioned by grossly negligent or intentional acts of an Indemnified Party. The Company and the other members of the Controlled Group further agree to indemnify, defend and save harmless Indemnified Parties against and from any and all costs, liabilities, expenses, including, without limitation, attorneys' fees and claims arising from such events or occurrences or from any breach or default on the part of the Company or the other members of the Controlled Group in the performance of any covenant or agreement on the part of the Company or the other members of the Controlled Group to be

performed pursuant to the terms of this Agreement or arising from any act of the Company, or any of its Company Affiliates or their respective agents, contractors, lessees, servants, employees, or licensees, and from and against all cost, liability, and expenses incurred in or in connection with any such claim or action or proceeding brought thereon. The defense obligation hereunder shall be fulfilled between legal counsel reasonably acceptable to the County.

All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and not of any member of the County Council or any officer, agent, servant, or employee of the County in his or her individual capacity, and, absent bad faith, no recourse shall be had for the payment of any moneys hereunder or the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon against any member of the governing body of the County or any officer, agent, servant, or employee of the County.

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the Project, the 100 Hurricane Creek Site or the 100 Hurricane Creek Investment or the terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by the Company or the other members of the Controlled Group, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event the Company and the other members of the Controlled Group shall indemnify, defend and hold them harmless against all claims by or on behalf of any Person, firm, or corporation or other legal entity arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon provided, however, that nothing herein shall absolve the Indemnified Parties from, or entitle the Indemnification Parties to indemnification from, any obligation such Indemnified Party has specifically agreed to undertake (including, without limitation, the obligation to maintain the Site within a multi-county park). If any action, suit, or proceeding is brought against any Indemnified Party to which such Indemnified Party is entitled to indemnification, such Indemnified Party shall promptly notify the Company, and the Company and the other members of the Controlled Group shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense and with legal counsel reasonably acceptable to the County, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Company and the other members of the Controlled Group shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company and the other members of the Controlled Group have the ability to, and do, 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 Company and the other members of the Controlled Group reasonably determines that a conflict of interest exists between the County and the Company and the other members of the Controlled Group, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company and the other members of the Controlled Group shall be liable for the reasonable cost of such counsel.

The indemnity specified in this Section shall be in addition to any heretofore extended by the Company and the other members of the Controlled Group to any Indemnified Party and shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. The Company and the other members of the Controlled Group may at any time (a) transfer all or any of its rights and interests hereunder, or under the Inducement and Millage Rate Agreement, or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i) except in connection with any transfer to another member of the Controlled Group, any of the Controlled Group's corporate affiliates, any majority partner or shareholder (or his or her spouse or direct lineal descendants) in the Controlled Group, or any company in which such entity or one or more of its partners or shareholders (or his or her spouse or direct lineal descendants) has a majority interest (collectively, the "Related Entities"), or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and the other members of the Controlled Group shall obtain the prior written consent or subsequent ratification of the County; (ii) except where a financing entity, which is the income tax owner of all or part of the Project, is the transferee pursuant to clause (b) above and such transferee or financing entity assumes in writing the obligations of the Company and the other members of the Controlled Group hereunder, or where the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and the other members of the Controlled Group hereunder, but all obligations of the Company and the other members of the Controlled Group hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (iii) the Company, such other member of the Controlled Group, transferee, or financing entity shall, within 60 days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iv) the Company or other member of the Controlled Group (as applicable) and the transferee shall comply with all other requirements of the Transfer Provisions.

The Company and the other members of the Controlled Group acknowledge that such a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company and the other members of the Controlled Group with the Transfer Provisions.

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the

County's right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes.

ARTICLE X

TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company and the County executed the Original Agreement, and ending at midnight on the last day of the property tax year in which the last Negotiated FILOT Payment is due hereunder. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 10.02. Termination. The County and the Controlled Group may agree to terminate this Agreement at any time, or the Controlled Group, may, at their option, terminate this Agreement at any time upon providing the County 30 days notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. In the event of termination by the operation of this Section 10.02, the Project shall be subject retroactively to *ad valorem* taxes as provided in Section 5.01(g) hereof and any amounts due to the County as a result thereof shall be due and payable as provided in Section 5.01(j) hereof. The County's rights to receive payment for such retroactive *ad valorem* taxes and for any other amounts due to the County for failure to satisfy or maintain the Company Commitments as set forth herein and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Company. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Controlled Group:

(a) if default shall be made in the due and punctual payment of any FILOT Payments, indemnification payments, Deficiency Payments or Administration Expenses or any other payments due hereunder, which default shall not have been cured within 30 days following receipt of written notice thereof from the County; or

(b) if default shall be made by the Controlled Group in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing paragraph (a), and such default shall continue for 90 days after the County shall have given the Company written notice of such default, provided, the Controlled Group shall, upon approval of the County in its discretion, have such longer period of time as necessary to cure

such default if the Controlled Group proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence.

Section 11.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(a) terminate this Agreement by delivery of written notice to the Company not less than 30 days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Controlled Group pertaining to employment at, and the the construction, acquisition, or maintenance of the Project; or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Controlled Group under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company or any other member of the Controlled Group may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of any member of the Controlled Group provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by any member of the Controlled Group of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by any member of the Controlled Group of any or all such other rights, powers, or remedies.

Section 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

Section 12.03. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Controlled Group shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party:

(a) As to the County:

Anderson County
Attn.: County Administrator
Post Office Box 8002
Anderson, South Carolina 29622
Tel.: 864-260-4031
Fax: 864-260-4356

(b) As to the Controlled Group:

Watson Engineering, Inc.
Attention: Chris Douglas
16455 Racho Road
Taylor, MI 48180
Tel.: (734) 285 2200
Fax: (734) 285-2355

Section 12.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 12.05. Entire Understanding. This Agreement, along with the Inducement and Millage Rate Agreement executed on behalf of the County and the Company on March 20, 2012, express as the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof. In the event of any ambiguity, disparity or inconsistency between the Agreement and the Inducement and Millage Rate Agreement, the provisions of this Agreement shall control.

Section 12.06. Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.07. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All

references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 12.08. Facsimile; E-mail; Counterparts. This Agreement may be executed by facsimile or e-mail and in any number of counterparts all of which taken together shall constitute one and the same instrument and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart.

Section 12.09. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 12.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the parties hereto have executed this Agreement under seal to be effective as of the date first above written.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman, County Council of Anderson
County, South Carolina

ATTEST:

By: _____
Clerk to Council, County Council of Anderson
County, South Carolina

WATSON ENGINEERING, INC.

By: _____

Title: _____

1350 SHILOH PROPERTIES, LLC

By: _____

Title: _____

Exhibit A

Legal Description of the Site

1350 Shiloh Site (1350 Shiloh Church Road, Piedmont, South Carolina):

and

1340 Shiloh Site (1340 Shiloh Church Road, Piedmont, South Carolina);

EXHIBIT A

TMS#216-00-11-015

ORDINANCE NO. 2015-043

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED SPECIAL SOURCE REVENUE AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND 125 HOLLOW PROPERTIES, LLC, AN AFFILIATE OF WATSON ENGINEERING, INC.; AND OTHER MATTERS RELATING TO THE FOREGOING.

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), and particularly Section 170 of Chapter 1 of Title 4 thereof (the "Multi-County Park Act"), to develop jointly with other counties an industrial or business park; and

WHEREAS, the County, acting by and through County Council, is authorized and empowered under and pursuant to the Code, and particularly Section 175 of Chapter 1 of Title 4 thereof (the "Special Source Revenue Credit Act"), to provide special source revenue credits for purposes of economic development; and

WHEREAS, pursuant to the Special Source Revenue Credit Act, 125 Hollow Properties, LLC (the "125 Affiliate"), an affiliate of Watson Engineering, Inc. ("Watson") and the County entered into that certain Special Source Revenue Credit Agreement, dated as of May 2, 2012 (as amended, the "Original Agreement"); and

WHEREAS, the County and the 125 Affiliate desire to amend the Original Agreement to count investments by 1350 Shiloh Properties, LLC, another affiliate of Watson, and to make certain other changes, as set forth in greater detail in the Amended and Restated Agreement referenced below.

NOW, THEREFORE, BE IT ORDAINED by the Anderson County Council, in a meeting duly assembled, that the Project (as defined in the Amended and Restated Agreement) has resulted in a substantial public benefit and that the Amended and Restated Agreement, in substantially the form attached hereto as Exhibit A, with such changes as the Anderson County Chairman or County Attorney shall approve, the County Chairman's execution of a definitive Amended and Restated Agreement to be conclusive evidence of such approval, is hereby approved.

ADOPTED this day of , 2015.

FOR ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

By: _____
Kimberly A. Poulin
Clerk of County Council

Approved as to form:

By: _____
Leon Harmon, County Attorney
Anderson County, South Carolina

First Reading: November 03, 2015
Second Reading
Public Hearing:
Third Reading:

EXHIBIT A

**AMENDED AND RESTATED
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

THIS AMENDMENTED AND RESTATED SPECIAL SOURCE REVENUE CREDIT AGREEMENT (the "Agreement") is made and entered into this ___ day of _____, 2015 (the "Effective Date") by and between **Anderson County, South Carolina**, a body politic and corporate and political subdivision of the State of South Carolina (the "County"), and **125 Hollow Properties, LLC**, a Michigan limited liability company (the "125 Hollow Affiliate").

WITNESSETH:

WHEREAS, the County and the 125 Hollow Affiliate entered into that certain Special Source Revenue Credit Agreement dated as of May 2, 2012 (the "Original Agreement"), whereby the County agreed to provide special source credits for the purpose of financing (i) Watson Engineering, Inc.'s (the "Company") expansion of a manufacturing facility (the "Expansion") on a 15.579 acre site at 1350 Shiloh Church Road (the "1350 Shiloh Site") in the County owned by 1350 Shiloh Properties, LLC (the "1350 Shiloh Affiliate") and leased to the Company and (ii) the Company's conduct of additional operations (the "Additional Operations") at a new 5.98 acre site owned by the 125 Hollow Affiliate at 100 Hurricane Creek Road (the "100 Hurricane Creek Site") in the County and leased to the Company; and

WHEREAS, subsequent to the execution of the Original Agreement and completion of the investment necessary to house the Additional Operations at the 100 Hurricane Creek Site (the "100 Hurricane Creek Investment"), the 1350 Shiloh Affiliate acquired an approximately 3.34 acre site at 1340 Shiloh Church Road ([portion of] TMS #216-00-11-015) (the "1340 Shiloh Site") in the County and leased the 1340 Shiloh Site to the Company; and

WHEREAS, the Company decided in the interest of efficiency to house the Expansion and Additional Operations at the 1340 Shiloh Site and the 1350 Shiloh Site; and

WHEREAS, because the Company no longer needed the 100 Hurricane Creek Site, the Company subleased the 100 Hurricane Creek Site to its customer Mainstay Fuel Technologies, LLC ("Mainstay") for its office, manufacturing and warehousing activities; and

WHEREAS, pursuant to Section 3.02 of the Original Agreement, the County and the 125 Hollow Affiliate may, from time to time, amend the Agreement; and

WHEREAS, the 125 Hollow Affiliate has asked the County to agree to modify the Original Agreement in certain respects to reflect the foregoing; and

WHEREAS, because the overall investment and new Full-Time jobs created by the Company (individually or collectively with the 125 Hollow Affiliate, the 1350 Shiloh Affiliate and Mainstay) will equal or exceed what was required in the Original Agreement, the County has agreed to such modifications;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand duly paid by the 125 Hollow Affiliate to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the 125 Hollow Affiliate hereby agree that the Original Agreement is amended and restated in its entirety to read as follows:

ARTICLE I RECITATION OF FACTS

As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

Section 1.01.

The County is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (the "Multi-County Park Act"), to create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits for projects located therein and facilitate the use of special source revenue credits.

Section 1.02.

The County is authorized and empowered under and pursuant to the provisions of Section 4-1-175 of Multi-County Park Act (the "Special Source Revenue Credit Act"), to provide for special source revenue credits against the payments in lieu of taxes pursuant to Section 13 of Article VIII of the South Carolina Constitution for property located in a multi-county industrial park in order to provide infrastructure serving the County and for improved or unimproved real estate used in the operation of a manufacturing facility in order to enhance the economic development of the County.

Section 1.03.

The Company has constructed or will construct the Expansion and will conduct the Additional Operations on and at the 1340 Shiloh Site and the 1350 Shiloh Site and has made or will make the 100 Hurricane Creek Investment at the 100 Hurricane Creek Site (the 1340 Shiloh Site, 1350 Shiloh Site and 100 Hurricane Creek Site are sometimes collectively referred to herein as the "Site"). The Expansion, the Additional Operations and the 100 Hurricane Creek Investment (collectively referred to herein as the "Project"), when completed and/or acquired, is anticipated to represent an aggregate investment of at least \$6,260,000 and will represent a minimum investment of at least Five Million Seven Hundred Thirty Thousand and no/100 (\$5,730,000) Dollars within the Investment Period (as defined in Section 2.06 hereof) comprised of an investment by the 125 Hollow Affiliate of at least Seven Hundred Thirty Thousand (\$730,000) Dollars in the 100 Hurricane Creek Site and an investment of the Company and the 1350 Shiloh Affiliate of at least Five Million (\$5,000,000) Dollars in the Project and the Project will result in the creation by the Company of at least eighty-five (85) new Full-Time Jobs (as

defined in that certain Fee in Lieu of Tax Agreement dated as of May 1, 2012 between the County and the Company, as amended (the "FILOT Agreement") within the period beginning on January 1, 2012 and ending at the end of the Investment Period (all such investment and job creation requirements collectively referred to herein as the "Company Commitments").

Section 1.04.

The County has taken sufficient action necessary to place the 100 Hurricane Creek Site in a multi-county industrial park (the "Park") pursuant to the terms of the Multi-County Park Act and the Agreement for Development for Joint County Industrial Park with Clarendon County, dated July 18, 1994, as amended (the "Park Agreement"). The County agrees to diligently take all reasonable acts to ensure that the 100 Hurricane Creek Site and the 100 Hurricane Creek Investment will continuously be included within the boundaries of the Park or another multi-county park in order that the incentives set forth herein will be available to the 125 Hollow Affiliate.

Section 1.05.

The 125 Hollow Affiliate has requested the County to provide special source revenue credits (the "Special Source Revenue Credits") pursuant to the Special Source Revenue Credit Act for the purpose of financing a portion of the cost of designing, acquiring, constructing, improving, or expanding (a) the infrastructure serving the County or the Project or (b) for improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise ("Reimbursable Expenditures"), all as more fully set forth in this Agreement.

Section 1.06.

The County has given due consideration to the economic development impact of the Project and, pursuant to that certain Ordinance of the County Council enacted May 1, 2012 (the "Ordinance"), the County Council (the "County Council") has made certain findings pertaining thereto in accordance with the provisions of the Special Source Revenue Credit Act. Based upon those findings, the County wishes to induce the Company, the 1350 Shiloh Affiliate and the 125 Hollow Affiliate to acquire, construct, and equip the Project within the boundaries of the County, and, in furtherance thereof, propose to make available to the 125 Hollow Affiliate the incentives set forth herein, all as approved by the County Council pursuant to the Ordinance.

**ARTICLE II
SPECIAL SOURCE REVENUE CREDITS**

Section 2.01.

The County agrees to diligently take all reasonable acts to ensure that the 100 Hurricane Creek Site and the 100 Hurricane Creek Investment will continuously be included within the boundaries of the Park or another multi-county park in order that the incentives set forth herein will be available to the 125 Hollow Affiliate.

Section 2.02.

Pursuant to the Special Source Revenue Credit Act, the County agrees to provide the Special Source Revenue Credits to reimburse the 125 Hollow Affiliate for a portion of the cost of Reimbursable Expenditures. Out of the annual amount payable by the 125 Hollow Affiliate as payments in lieu of taxes pursuant to Section 13 of Article VIII of the South Carolina Constitution to the County due with respect to the 100 Hurricane Creek Site and the portion of the 100 Hurricane Creek Investment consisting of such property existing on the 100 Hurricane Creek Site as of January 1, 2012 (including the 100 Hurricane Creek Site) and real property improvements placed or to be placed in service on the 100 Hurricane Creek Site within the Investment Period (the "Creditable Tax Base"), the 125 Hollow Affiliate shall receive an annual credit, in an amount sufficient to reduce the payments, for the first thirty (30) years that such payments are due to the County, if any such reduction is necessary, so that the resulting net payment is 40% (or a smaller number in the event the assessment ratio on any portion of the Creditable Tax Base is less than 10.5%, as set forth in more detail below) less than the amount such payment would otherwise be if calculated without taking into account any abatement of taxes to which the 125 Hollow Affiliate may be entitled under Section 3(g) of Article X of the South Carolina Constitution or Sections 12-37-220(A)(7), (B)(32) or (B)(34) of the Code, provided that at no time shall the cumulative amount of such credits received exceed the amount of investment by the 125 Hollow Affiliate in the Reimbursable Expenditures. For the avoidance of doubt, the amount of the Special Source Revenue Credit described under this Section 2.02 shall be reduced in any given year by the amount, if any, of any such abatement to be received by the 125 Hollow Affiliate with respect to such year. It is the intent of the County and the Company, to the extent that the portion of the Project eligible for the Special Source Revenue Credits set forth above in this Section 2.02 is assessed at an assessment ratio of at least 10.5%, the payments in lieu of taxes attributable to such portion of the Project pursuant to Section 13 of Article VIII of the South Carolina Constitution, be eligible to receive the full benefit and application of the Special Source Revenue Credit described above in this Section 2.02. Notwithstanding anything in this Agreement to the contrary, to the extent that such portion of the Project is now or hereafter assessed at an assessment ratio of 6% or less, the Special Source Revenue Credit described above in this Section 2.02 shall not be applied against such payments in lieu of taxes. However, to the extent that such portion of the Project is assessed at any time at an assessment ratio which is less than 10.5% but greater than 6% due to a reduction in assessment ratio effected by a change in applicable law, then the amount of the Special Source Revenue Credit described above in this Section 2.02 applicable to the payments in lieu of taxes attributable to such portion of the Project due for the property tax year or years for which such reduction in assessment ratio between 10.5% and 6% is effective shall be reduced proportionately to the percentage of reduction in the assessment ratio. By way of example only, if the assessment ratio applied against such portion of the Project is reduced from 10.5% to 8% (the equivalent of a 55% reduction in assessment ratio between 10.5% and 6%), then the Special Source Revenue Credit described above in this Section 2.02 applicable to such payments in lieu of taxes due for the property tax year or years for which such reduction is effective shall be reduced from 40% to 18% (i.e., the equivalent of a 55% reduction of such Special Source Revenue Credit).

Section 2.03.

(i) Failure to Meet Initial Requirement. In the event that at least 80% of the Company Commitments are not satisfied (i.e. in the event the Company, the 125 Hollow Affiliate and any members (including the 1350 Shiloh Affiliate) of the Controlled Group (as defined in the FILOT Agreement) fail to collectively invest \$4,584,000 or in the event the Company fails to create at least 68 new Full-Time Jobs) by the end of the Investment Period, the Special Source Revenue Credits set forth in this Agreement shall terminate retroactively and prospectively and there shall be due and payable to the County by the 125 Hollow Affiliate, within 30 days following written notice thereof from the County to the Company, an amount equal to all such Special Source Revenue Credits theretofore provided by the County under this Agreement, together with interest thereon as provided in Section 12-54-25(D) of the Code. In the event that at least 80% of the Company Commitments but less than 100% of the Company Commitments are satisfied by the end of the Investment Period, the Special Source Revenue Credits shall be proportionately decreased retroactively and prospectively such that the Special Source Revenue Credits shall be decreased in proportion to the percentage of the Company Commitments not met, with equal weighting being given to each of the investment requirement and the job requirement. For example, if 90% of the investment requirement were met and 85% of the job requirement were met, it would be considered that 87.5% of the Company Commitments were met and 12.5% of the Company Commitments were not met. In such a case, the decrease in the Special Source Revenue Credits would be 12.5% and would be effective retroactively and prospectively. To the extent that under such circumstances the Special Source Revenue Credits hereunder are subject to retroactive adjustment, then there shall be due and payable to the County from the 125 Hollow Affiliate an amount equal to the difference between the Special Source Revenue Credits theretofore actually received under this Agreement and the amount which would have been received as Special Source Revenue Credits with the reduction set forth above, plus interest at the rate provided in Section 12-54-25 of the Code of Laws of South Carolina 1976, as amended.

(ii) Failure to Maintain. If, following the Investment Period, the Company fails to maintain 80% of the number of New Full-Time Jobs required to be created in satisfaction of the Company Commitments during the Term of this Agreement, such Special Source Revenue Credits shall terminate prospectively. In the event the Company fails to maintain 100% of the number of New Full-Time Jobs required in satisfaction of Company Commitments during the Term of this Agreement but maintains at least 80% thereof, such Special Source Revenue Credits shall be proportionately reduced prospectively.

Section 2.04.

THIS AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS PAYABLE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE PAYMENTS IN LIEU OF TAXES OTHERWISE TO BE RECEIVED BY THE COUNTY PURSUANT TO ARTICLE VIII, SECTION 13 OF THE SOUTH CAROLINA CONSTITUTION, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X,

SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE REVENUE CREDITS.

Section 2.05

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 of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the payments in lieu of taxes referred to in Section 2.04 hereof. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of said payments in lieu of taxes.

Section 2.06.

For purposes hereof, the "Investment Period" is the period commencing on January 1, 2012 and ending on the date that the Investment Period (as defined in the FILOT Agreement) ends.

**ARTICLE III
GENERAL PROVISIONS**

Section 3.01.

The County agrees that, to the maximum extent permitted by the Special Source Revenue Credit Act, the 125 Hollow Affiliate may assign (including, without limitation, absolute, collateral, and other assignments) all or a part of its rights or obligations under this Agreement, or any other agreement related hereto, or transfer any and all assets of the 125 Hollow Affiliate, to the Company, the 1350 Shiloh Affiliate or one or more other Related Entities (as defined in the FILOT Agreement) without adversely affecting the benefits of the 125 Hollow Affiliate or its assignees pursuant to any such agreement or the Special Source Revenue Credit Act. Any such assignment or transfer to one or more entities other than the Company, 1350 Shiloh Affiliate or a Related Entity must be approved in advance or subsequently ratified by the County.

Section 3.02.

The 125 Hollow Affiliate and the County may amend or terminate this Agreement from time to time by subsequent mutual written agreement as may be permitted under the Special Source Revenue Credit Act.

Section 3.03.

In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any provision or part of a provision of this Agreement. The headings and captions contained in this Agreement are included for convenience only and shall not be considered a part of this Agreement or affect in any manner the construction or interpretation of this Agreement. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument. In the event of any ambiguity, disparity or inconsistency between that Agreement and the Inducement and Millage Rate Agreement dated as of April 3, 2012 by and among the County, the Company and the 125 Hollow Affiliate, the provisions of this Agreement shall control.

Section 3.04.

The County and the 125 Hollow Affiliate each herein represent that it has the legal power and authority to enter into this Agreement and to make the respective commitments made herein.

Section 3.05.

The 125 Hollow Affiliate hereby agrees to indemnify, defend and hold harmless the County, its members, officers, employees, servants and agents from any and all pecuniary liability in connection with the Site, the Project and this Agreement, and to reimburse the County for all reasonable legal expenses incurred by the County in the implementation of the terms and provisions of this Agreement.

Anderson County, South Carolina, acting pursuant to an ordinance of its County Council, has caused its name to be hereunto subscribed, and 125 Hollow Properties, LLC has caused its name to be subscribed hereto, by their duly authorized officers, as of the Effective Date.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____

Its: Chairman, County Council of Anderson
County, South Carolina

ATTEST:

By: _____

Clerk to County Council of
Anderson County, South Carolina

125 HOLLOW PROPERTIES, LLC

By: _____

Its: _____



AGENDA
Planning and Public Works Committee Meeting
Tuesday, October 27, 2015 at 1:00pm
Anderson Historic Courthouse
2nd Floor Conference Room
101 South Main Street, Anderson, South Carolina 29622
M. Cindy Wilson, Presiding

Tommy Dunn
Chairman
Council District 5

Ken Waters
Vice-Chairman
Council District 6

Francis M. Crowder Sr.
Council District 1

Grace S. Floyd
Council District 2

J. Mitchell Cole
Council District 3

Thomas Allen
Council District 4

M. Cindy Wilson
Council District 7

Kimberly Poulin
Clerk to Council

Rusty Burns
County Administrator

Planning/Public Works Committee

Consisting of three members of Council, functions as a review, oversight and advisory body of subdivision regulations, building and other regulatory codes, the zoning ordinance, transportation, rights-of-way, building and grounds, licenses and business regulations, community development, and housing authority programs, public works department, and matters related thereto.

1. Call to Order:
2. Invocation and Pledge:
3. Update on Sloping and Setbacks
4. Report from Land Use and Appeals Board
5. Review of Chapter 8, Land Use of the Comp Plan
6. American's with Disabilities Act Update
7. New Business
8. Adjournment

Chairman M. Cindy Wilson
Mr. J. Mitchell Cole
Mr. Holt Hopkins
Ms. Alecia Hunter
Mr. Jeff Parkey
Ms. Celia Myers

Committee Members: M. Cindy Wilson, Chair
Honorable J. Mitchell Cole
Honorable Ken Waters



Land Use

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Introduction

This Land Use chapter considers existing and future land use by categories, including residential, commercial, industrial, agricultural, forestry, mining, public and quasi-public, recreation, parks, open space, and vacant or undeveloped. The Land Use chapter includes both current and future land use maps. Together, the analysis and maps serve as the basis for the County's land use and growth management policies.

DRAFT



Current Land Use

CURRENT LAND USE

Anderson County has a total land area of 715 square miles, or 497,280 acres, including both land and water. The majority of the land in Anderson County is under private ownership, with the exception of small areas of County and municipal acreage. Much of the land underneath Lake Hartwell is federally owned, along with a portion of the land around Lakes Hartwell and Russell. Clemson University land and Sadler's Creek State Park are state owned. The County is home to approximately 400 miles of shoreline.

The majority of the residents of Anderson County reside in an urban environment. In 1980, almost fifty-two percent of the population lived in an area classified by the U. S. Bureau of the Census as urban. As per the 2000 Census, fifty-eight percent of the population lived in urban (but not necessarily incorporated) areas. As per the 2010 Census, sixty-two percent of the population lived in urban areas (2010 Census Urban Lists Record Layout, U.S. Census Bureau).

Map 8.1 below shows current land use in Anderson County. The map was compiled using existing land use maps, GIS-based tax parcel data and additional taxation information from the County Assessor, County-wide aerial photography, and selected windshield surveys.

As the map shows, the majority of urban and built-up areas in the County are to the north and west of the City of Anderson, and to the north of Interstate 85 through the Powdersville area. Development is also concentrated in areas from the City of Anderson east towards Belton, north towards Pendleton, and south towards Iva. Elsewhere development is relatively sparse, with the exception of clusters at key intersections and along major highways not already mentioned.

The land use categories shown in the map are described in the following section.

LAND USE CATEGORIES

RESIDENTIAL LAND USE

High Density Residential: This category generally includes attached single family and multi-family residential dwellings. Mobile home parks are included in this category.

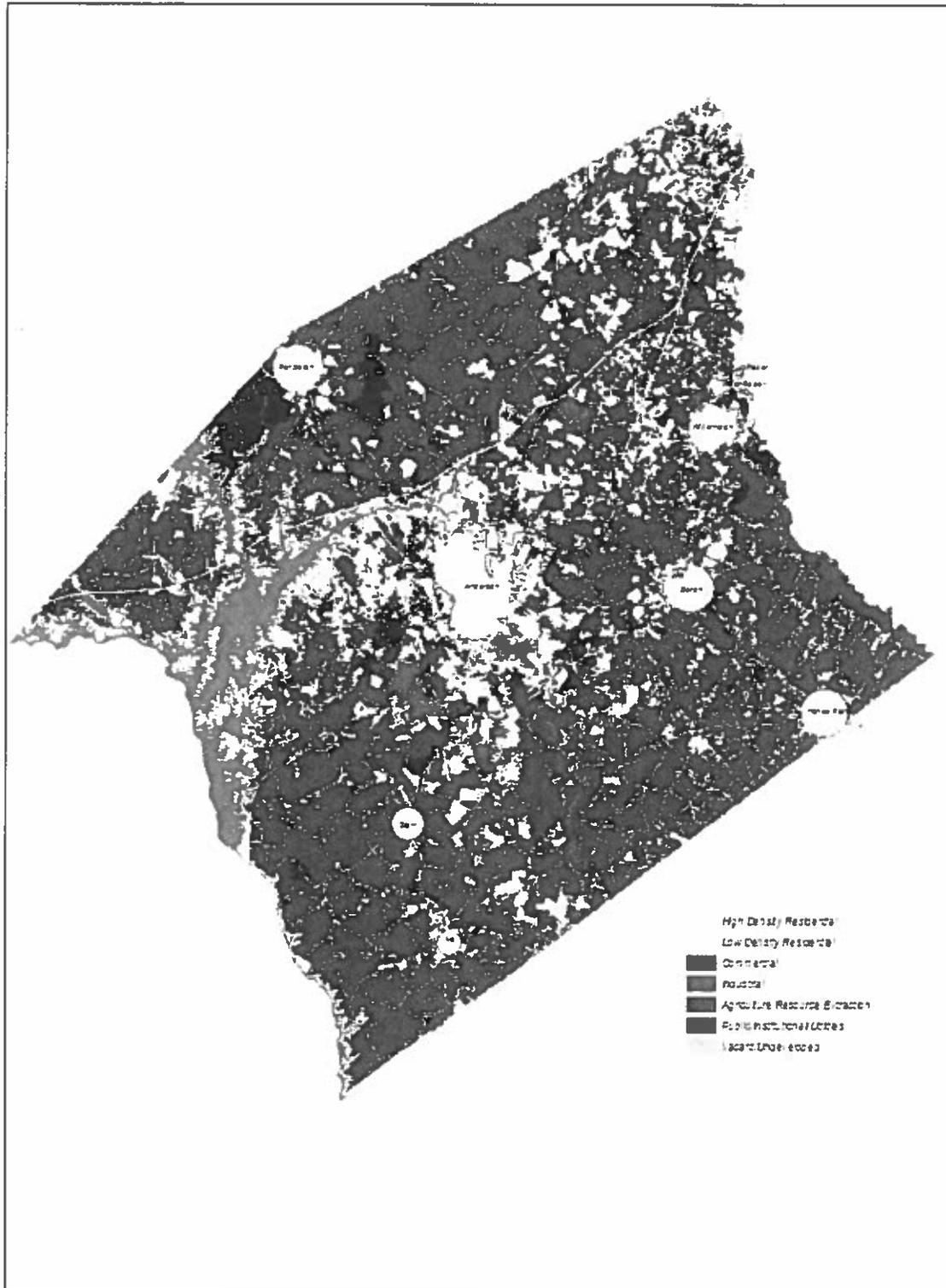
Low Density Residential: This category generally includes detached single family residential dwellings. Mobile home subdivisions are included in this category.

COMMERCIAL LAND USE

This category includes wholesale and retail sales activities, shopping centers, professional services, and office properties occupied by retail business and trade establishments. Consumer services including motels, restaurants, and banks, and accessory use areas such as parking and storage, are also included in this category.



Map 8.1 Current land use, Anderson County





INDUSTRIAL LAND USE

This category includes both light and heavy industrial activities, factories, warehousing, and industrial parks or research parks. Industrial activities include manufacturing, distribution processing, fabricating, assembling, and/or refining raw or semi-finished materials.

AGRICULTURAL AND RESOURCE EXTRACTION LAND USES

Agriculture: This category includes farms and other lands dedicated to raising field crops, livestock, and other similar operations. The category includes croplands, pasture, orchards, groves, vineyards, and nurseries, confined animal feeding operations, and other agricultural uses, such as barns, stables, and research facilities.

Forestry: This category includes lands engaged in the raising and harvesting of timber and other forest products. Nonproductive and reserve forestlands are not included in this category.

Mining: This category includes lands engaged in mining operations, such as strip mines, open pit mines, quarries, and gravel pits.

PUBLIC, INSTITUTIONAL AND UTILITIES LAND USES

Institutional Uses: This category includes government buildings, police, fire, and EMS stations, hospitals, schools, colleges, universities, and training centers, libraries, churches and other places of worship, and public auditoriums or other places of public assembly.

Utilities/Public Facilities: This category includes wastewater treatment plants, solid or hazardous waste disposal facilities, power generation plants, radio and communications towers, electricity, telephone and other transmission substations, and roadways, railways, and airports. Easements related to these uses are also included.

Parks and Recreation: This category includes local, state, and federal park lands and recreational areas, noncommercial campgrounds, playgrounds and public open space, such as golf courses and ball fields. The category also includes lands set aside as reserves or protected areas, such as greenbelts, buffer zones, wildlife management areas, and conservation lands.

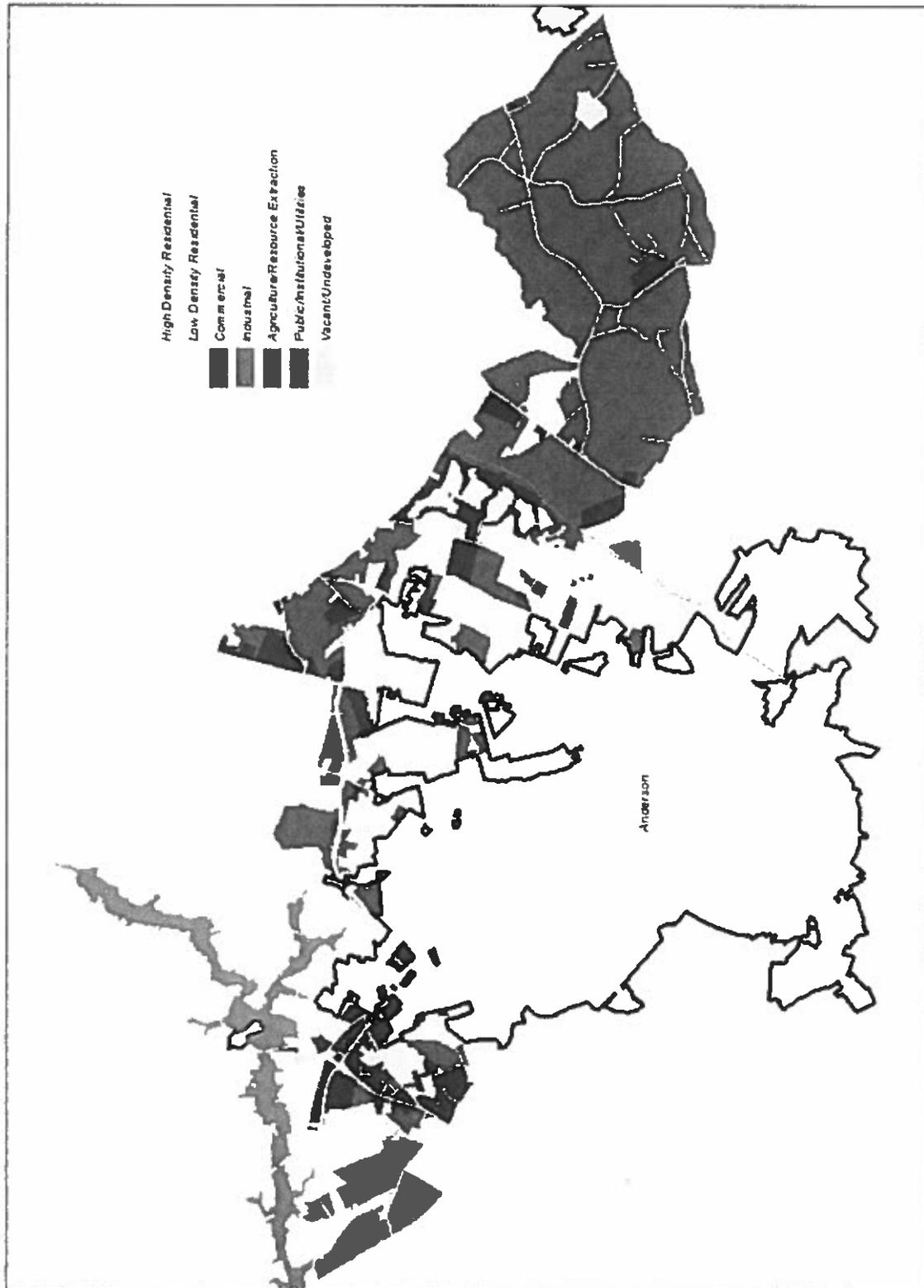
VACANT AND UNDEVELOPED LANDS

This category includes land that is vacant, barren, and/or not developed for a specific use. Inactive industrial sites and brownfields are included in this category.

Maps 8.2 through 8.8 present current land use in each County Council district.

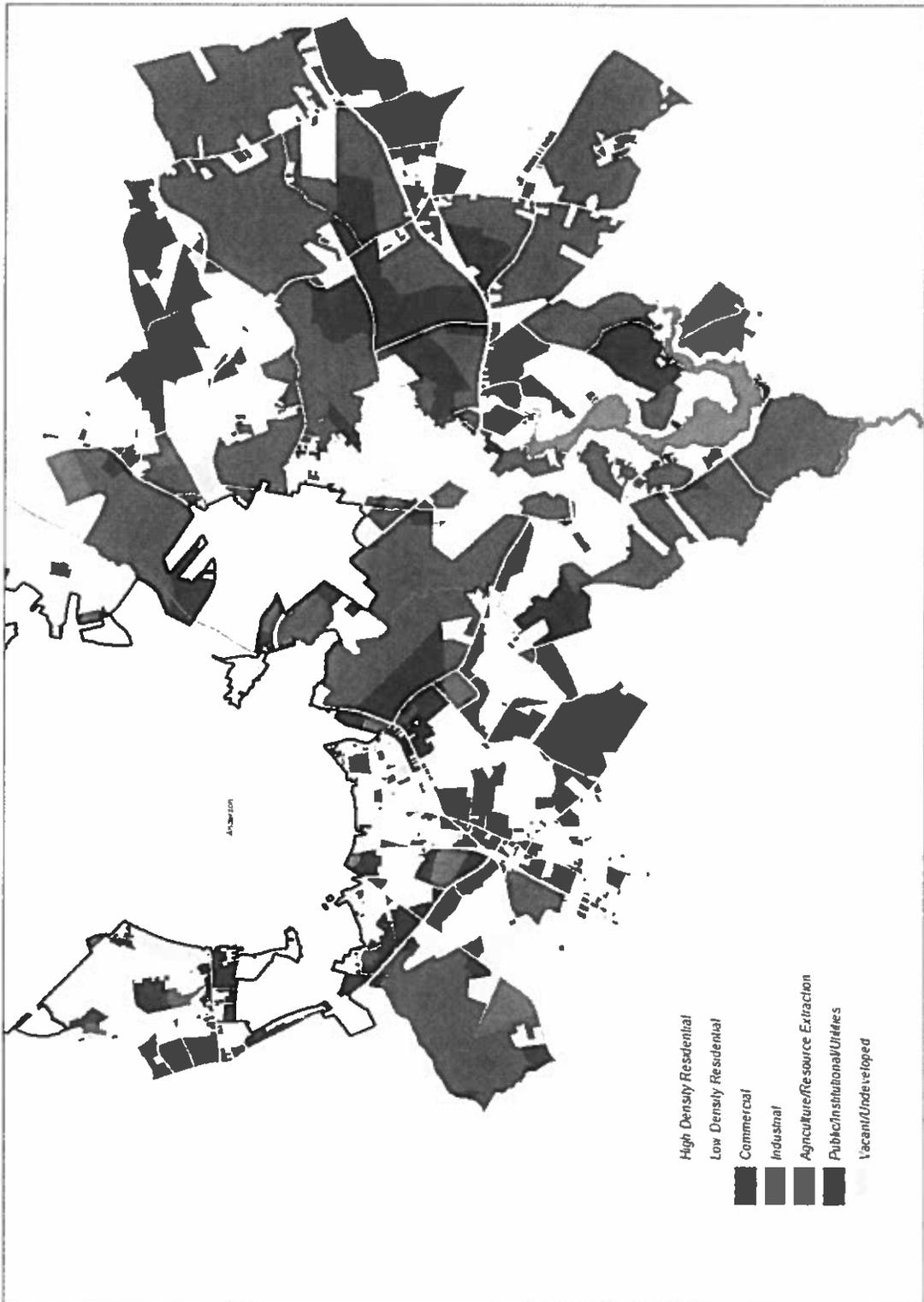


Map 8.2 Current land use, Council District 1



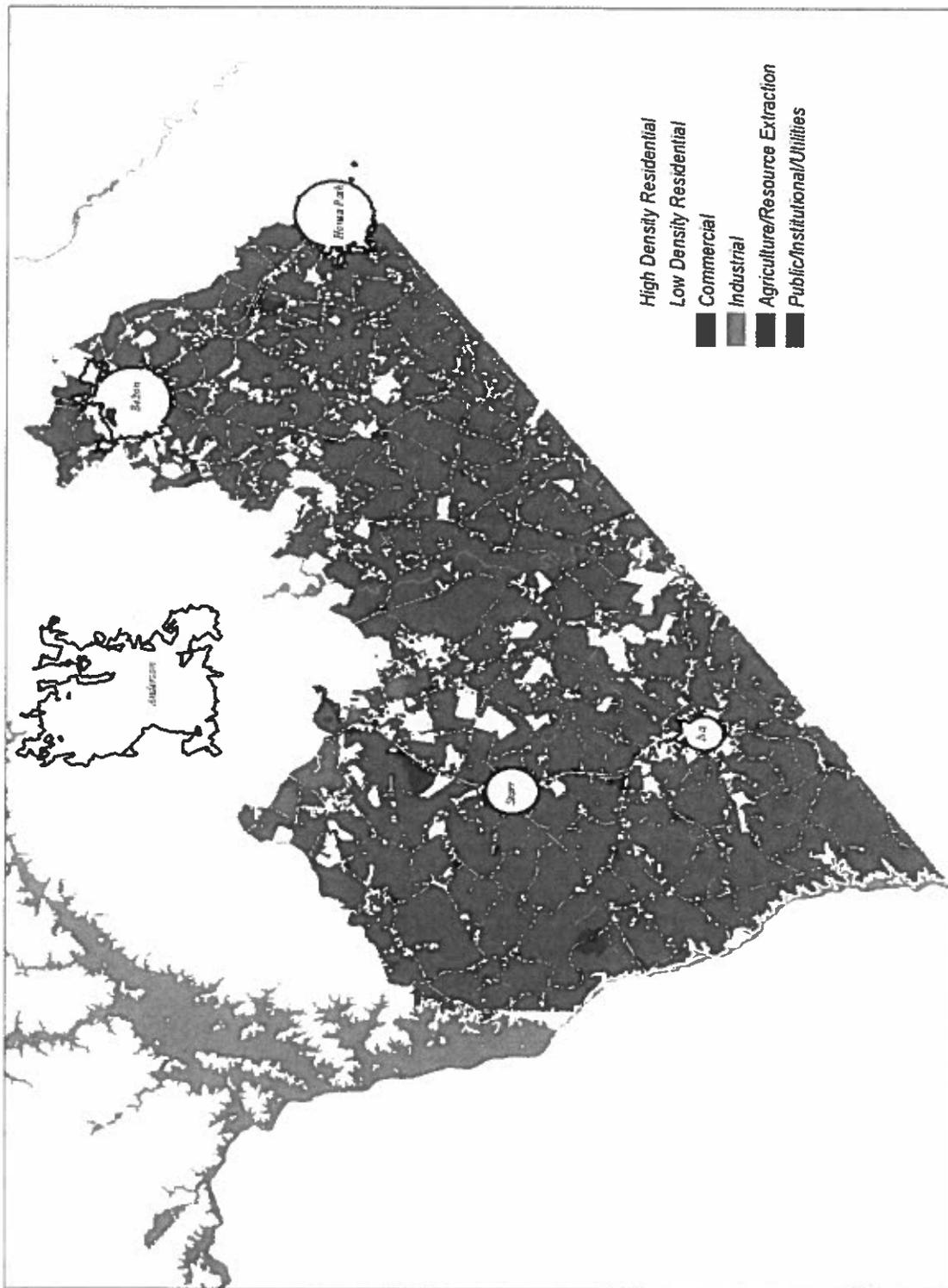


Map 8.3 Current land use, Council District 2



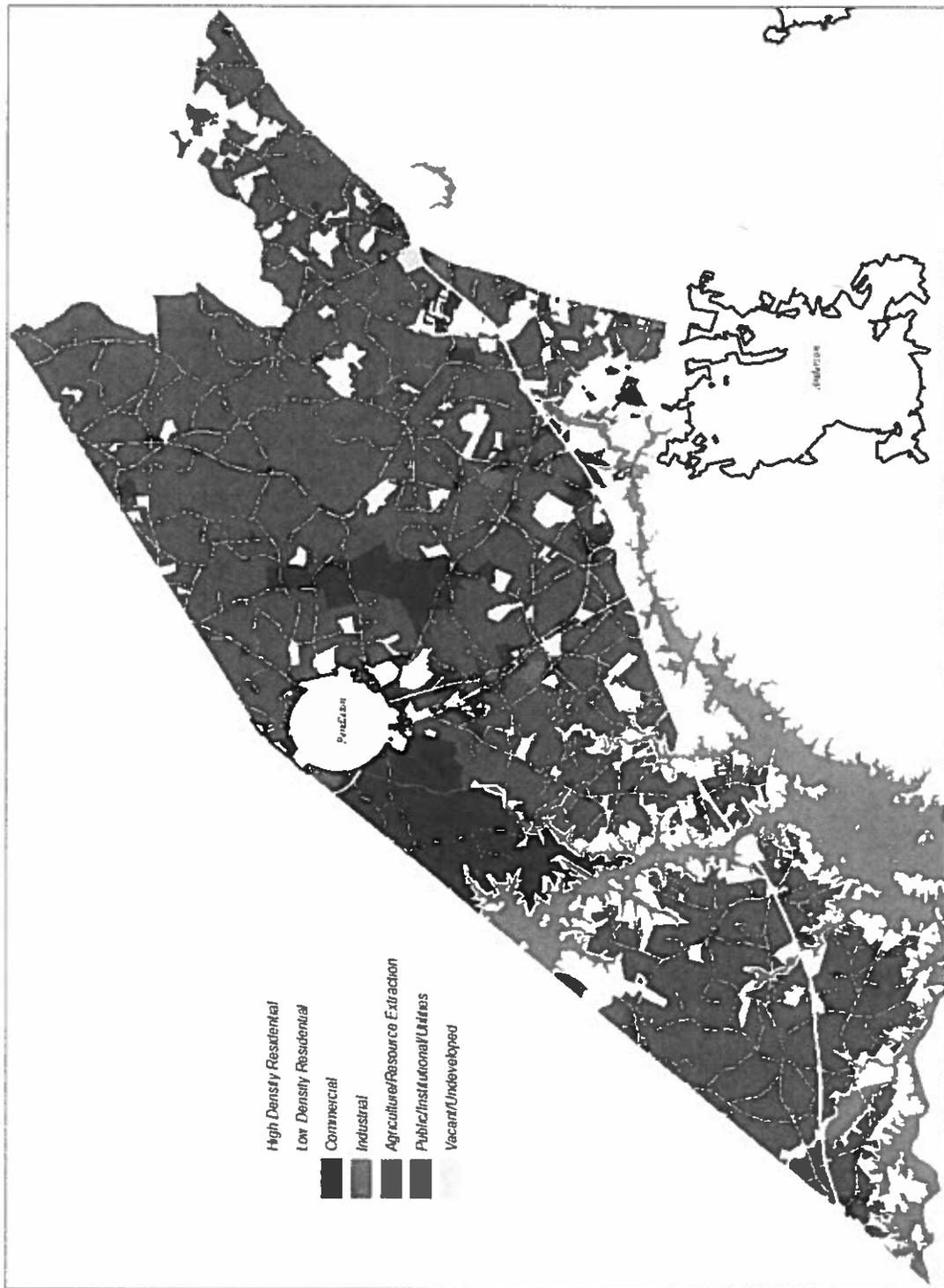


Map 8.4 Current land use, Council District 3



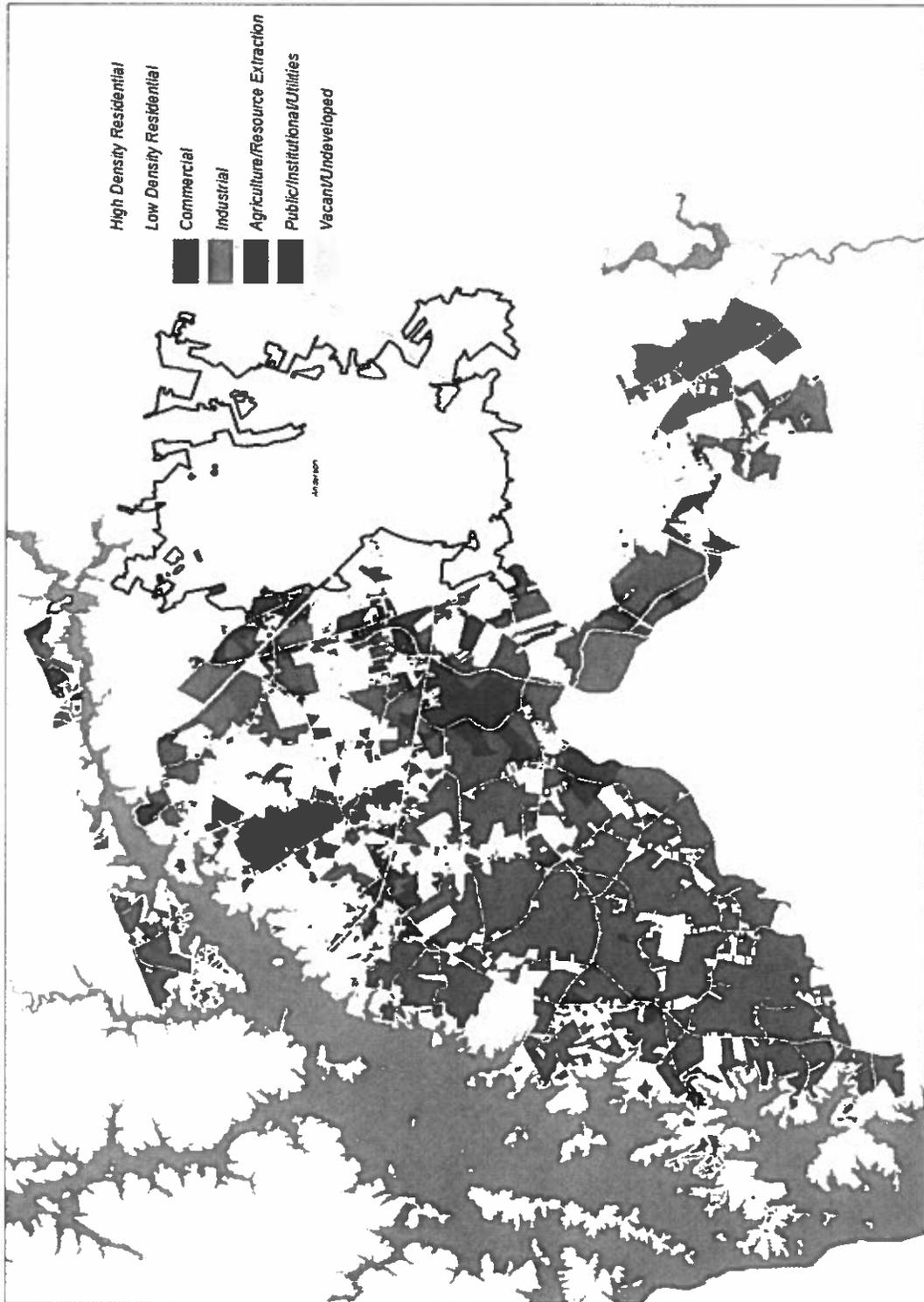


Map 8.5 Current land use, Council District 4



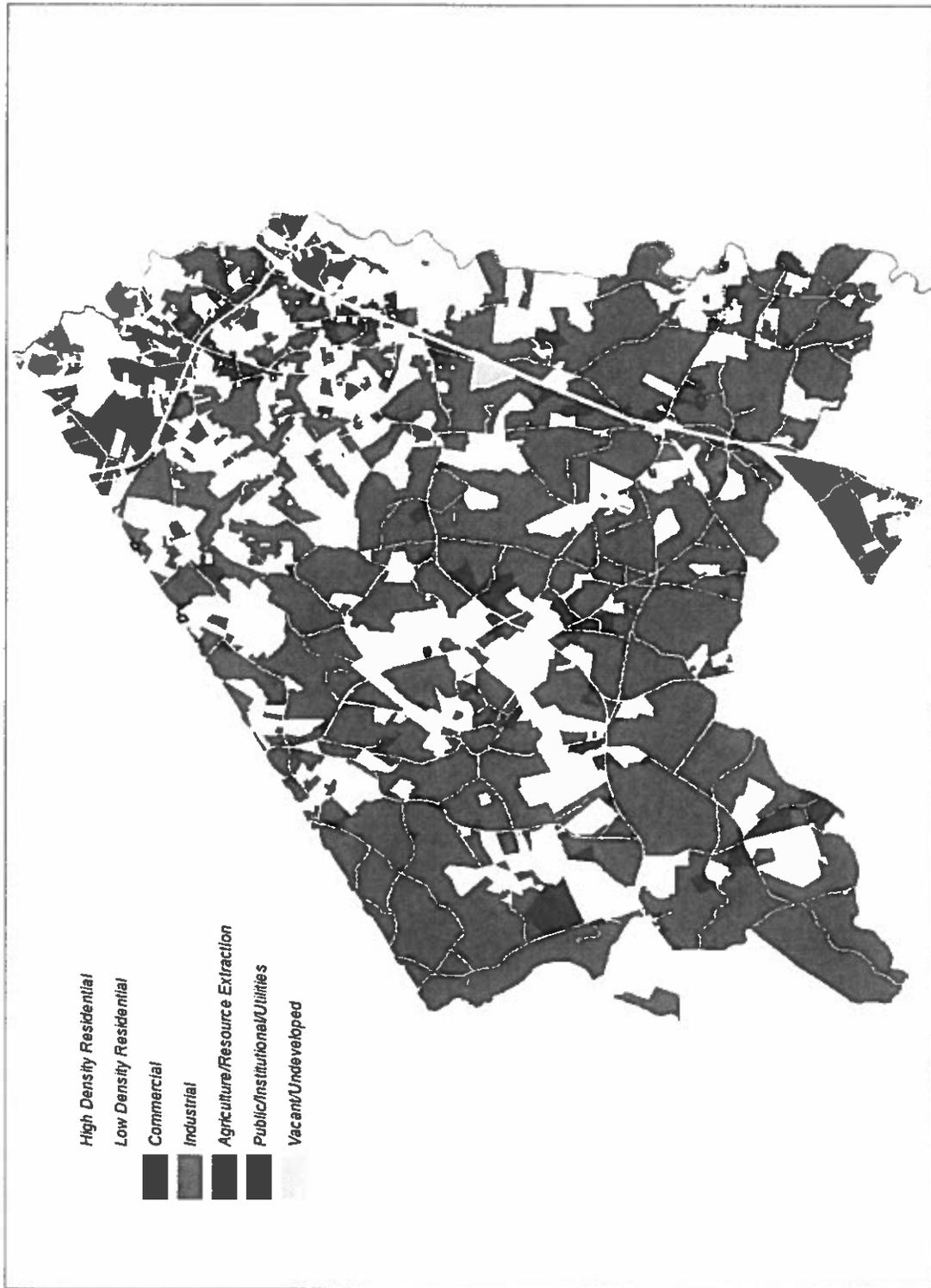


Map 8.6 Current land use, Council District 5



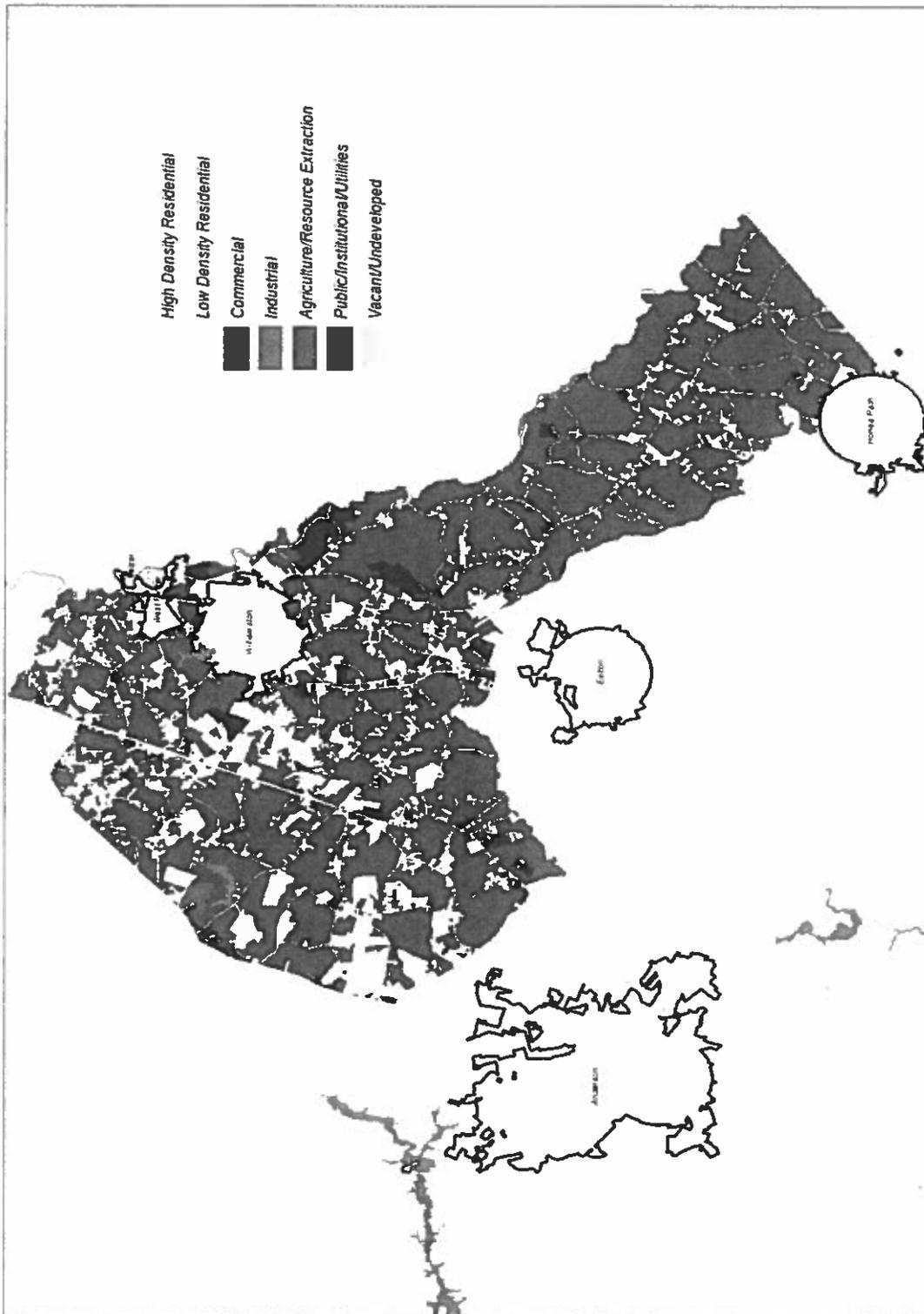


Map 8.7 Current land use, Council District 6





Map 8.8 Current land use, Council District 7





ZONING

Anderson County adopted a Zoning Ordinance in 2000 via a method which allows Voting Precincts to self-select whether they desire to have zoning adopted in their area by petition and referendum. Using this method, zoning has been implemented in eighteen (18) of the County's eighty (80) Voting Precincts. These precincts are: Barker's Creek-McAdams, Bowling Green, Cedar Grove, Centreville A, Denver-Sandy Springs, Edgewood Station B, Five Forks, Friendship, Glenview, Hammond School, Hammond Annex, High Point, Hopewell, Mount Tabor, North Point, Three and Twenty, Town Creek, and Williamston. The official Anderson County Zoning Map resides with the County GIS Department.

As per Section 6-29-710 of the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, zoning ordinances must be for the general purposes of guiding development in accordance with existing and future needs and promoting the public health, safety, morals, convenience, order, appearance, prosperity, and general welfare. To these ends, zoning ordinances must be made with reasonable consideration of the following purposes, where applicable:

- (1) to provide for adequate light, air, and open space;
- (2) to prevent the overcrowding of land, to avoid undue concentration of population, and to lessen congestion in the streets;
- (3) to facilitate the creation of a convenient, attractive, and harmonious community;
- (4) to protect and preserve scenic, historic, or ecologically sensitive areas;
- (5) to regulate the density and distribution of populations and the uses of buildings, structures and land for trade, industry, residence, recreation, agriculture, forestry, conservation, airports and approaches thereto, water supply, sanitation, protection against floods, public activities, and other purposes;
- (6) to facilitate the adequate provision or availability of transportation, police and fire protection, water, sewage, schools, parks, and other recreational facilities, affordable housing, disaster evacuation, and other public services and requirements. "Other public requirements" which the local governing body intends to address by a particular ordinance or action must be specified in the preamble or some other part of the ordinance or action;
- (7) to secure safety from fire, flood, and other dangers; and
- (8) to further the public welfare in any other regard specified by a local governing body.

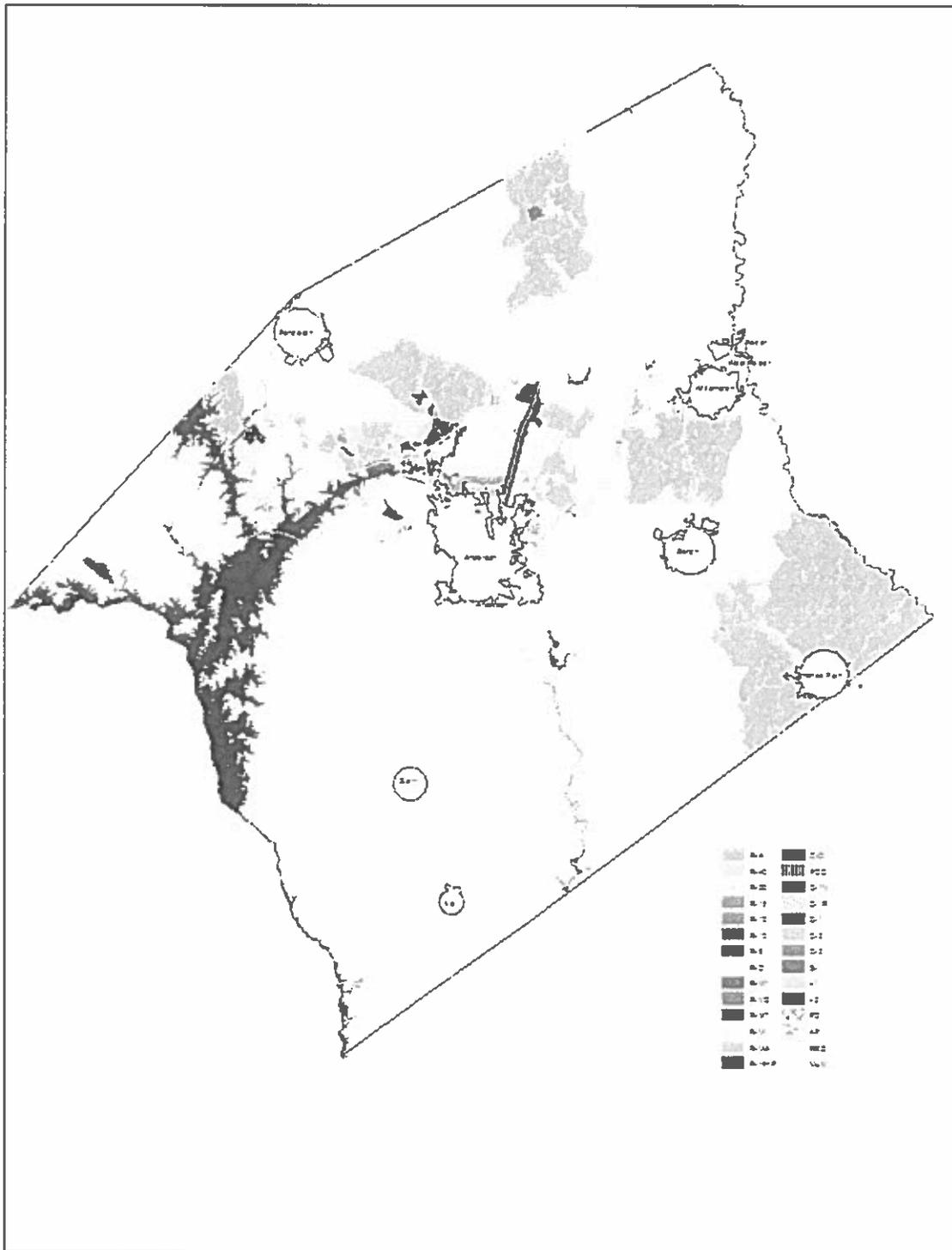
The County has also implemented three (3) Overlay Districts within the zoned areas of the County. Overlay Districts are defined as areas which impose a set of requirements or relax a set of requirements imposed by the underlying zoning district when there is a special public interest in a particular geographic area that does not coincide with the underlying zone boundaries. These districts are one technique used to implement goals as specified by the Comprehensive Plan.

The three Overlay Zones as approved by County Council to date are 1) East-West Connector Overlay District, 2) Royal American Overlay District, and 3) Highway 81 Overlay District. These Districts are included on the zoning map.

Map 8.9 below shows zoned areas throughout the County. Maps 8.10 through 8.16 show zoned areas in each County Council district.

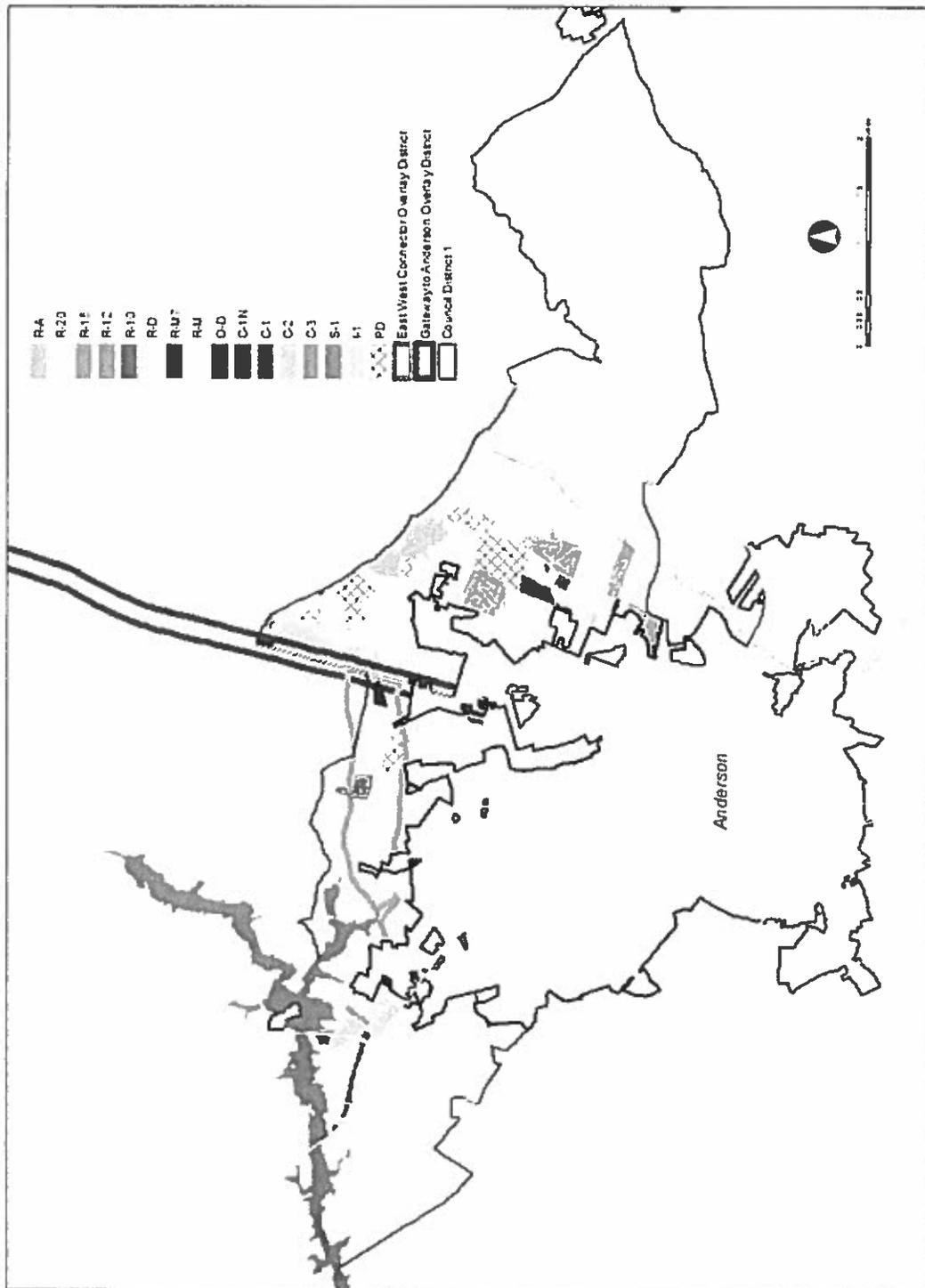


Map 8.9 Zoning, Anderson County





Map 8.10 Zoning, Council District 1



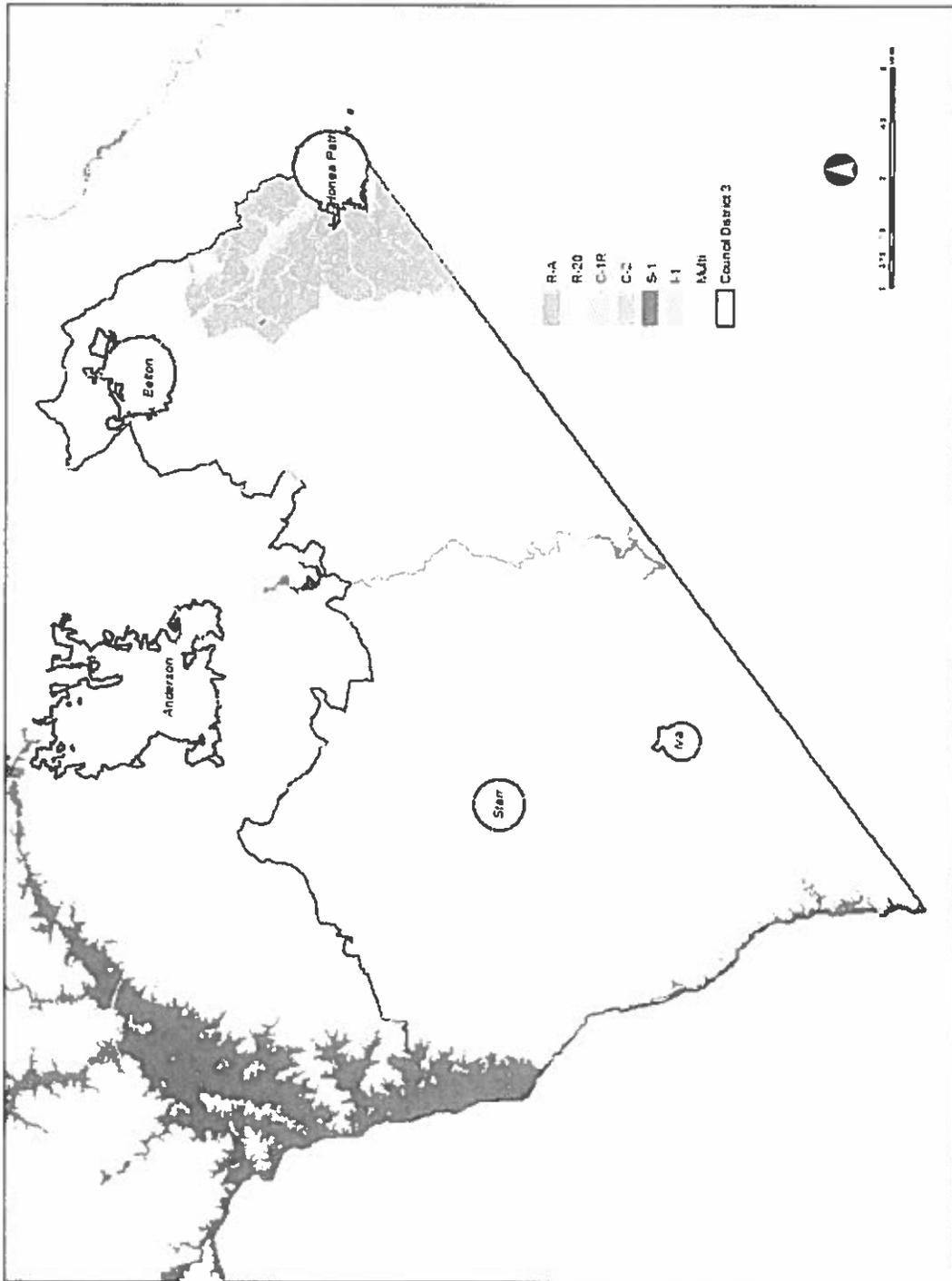


Map 8.11 Zoning, Council District 2



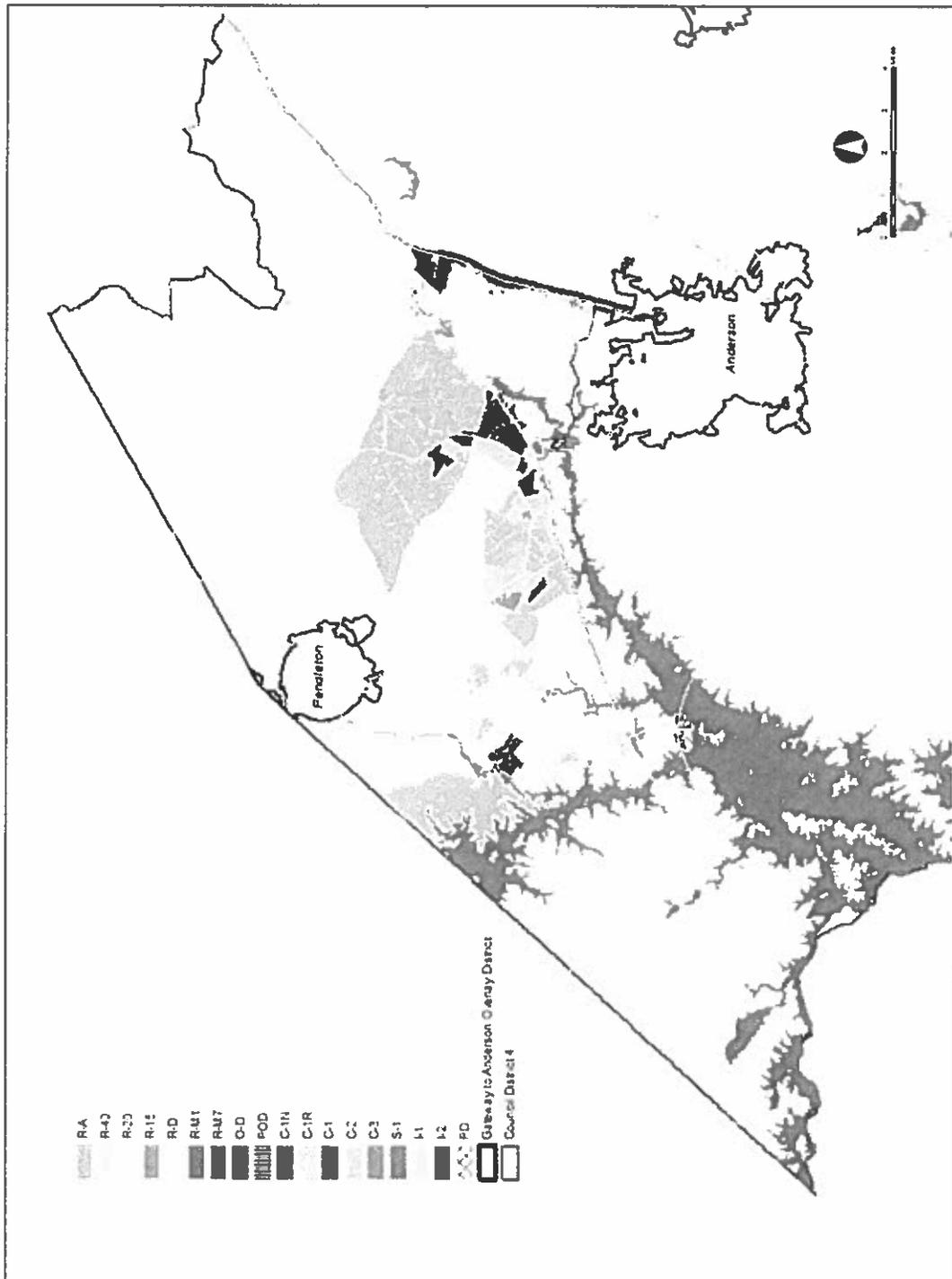


Map 8.12 Zoning, Council District 3



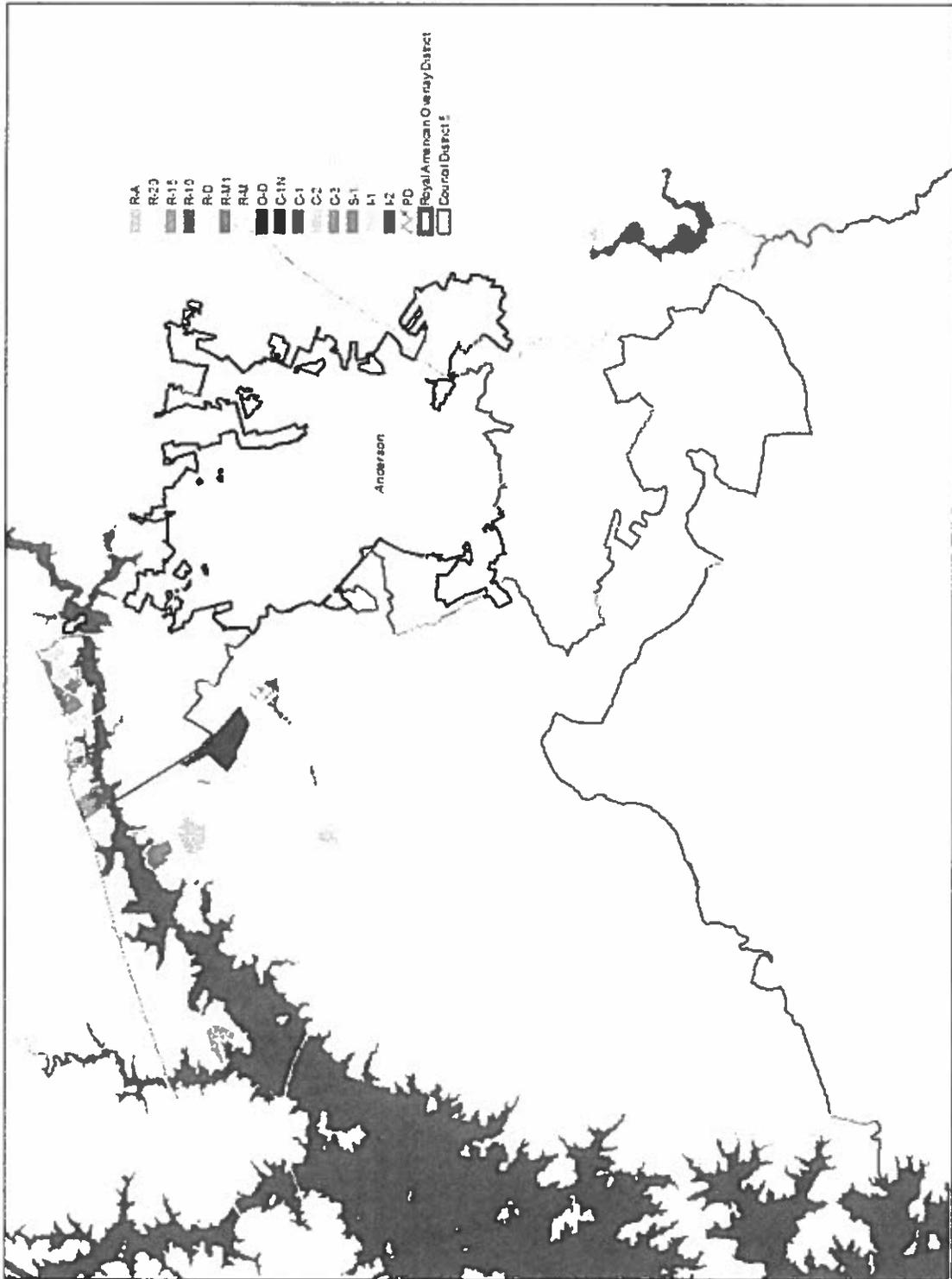


Map 8.13 Zoning, Council District 4



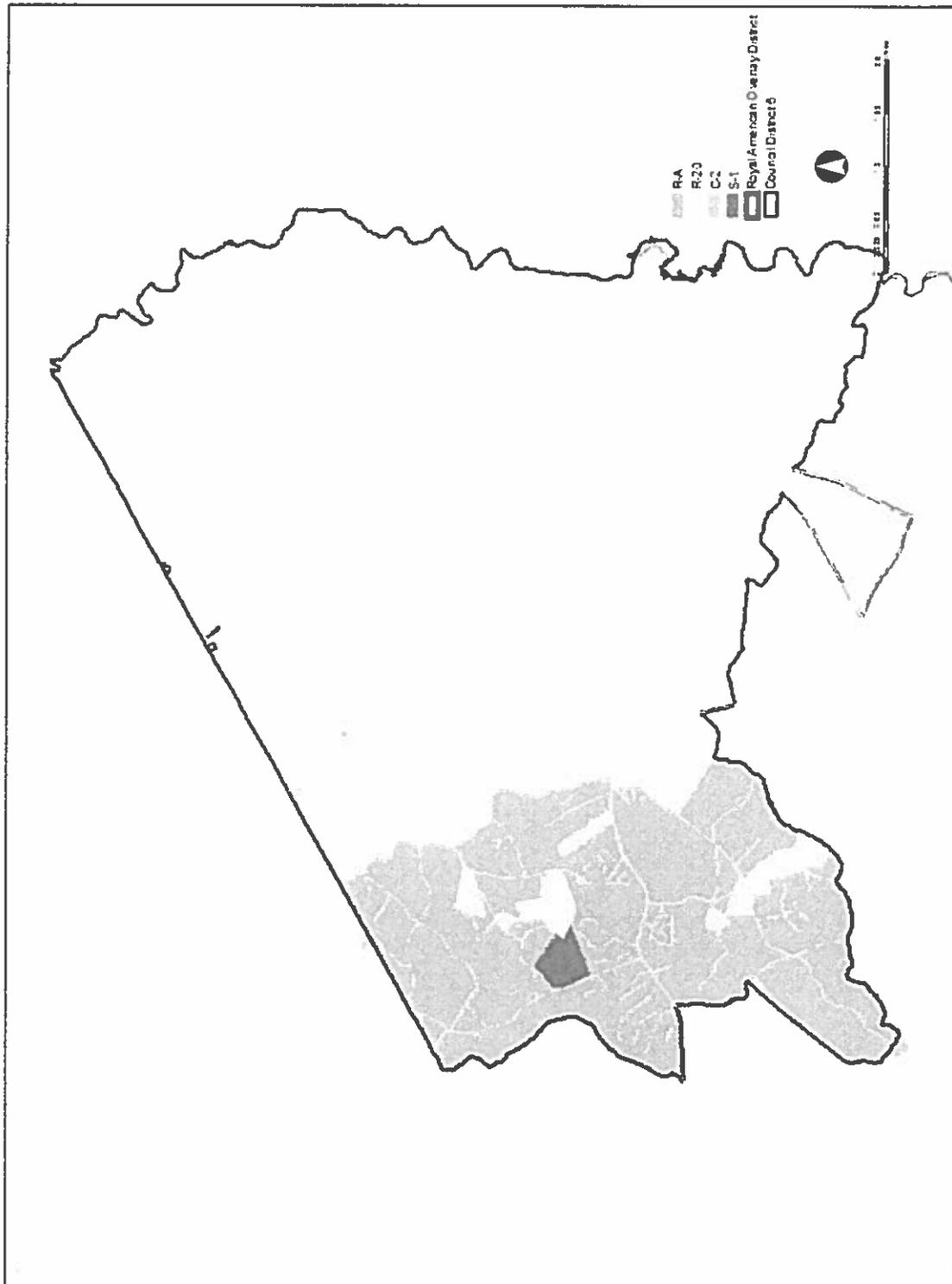


Map 8.14 Zoning, Council District 5



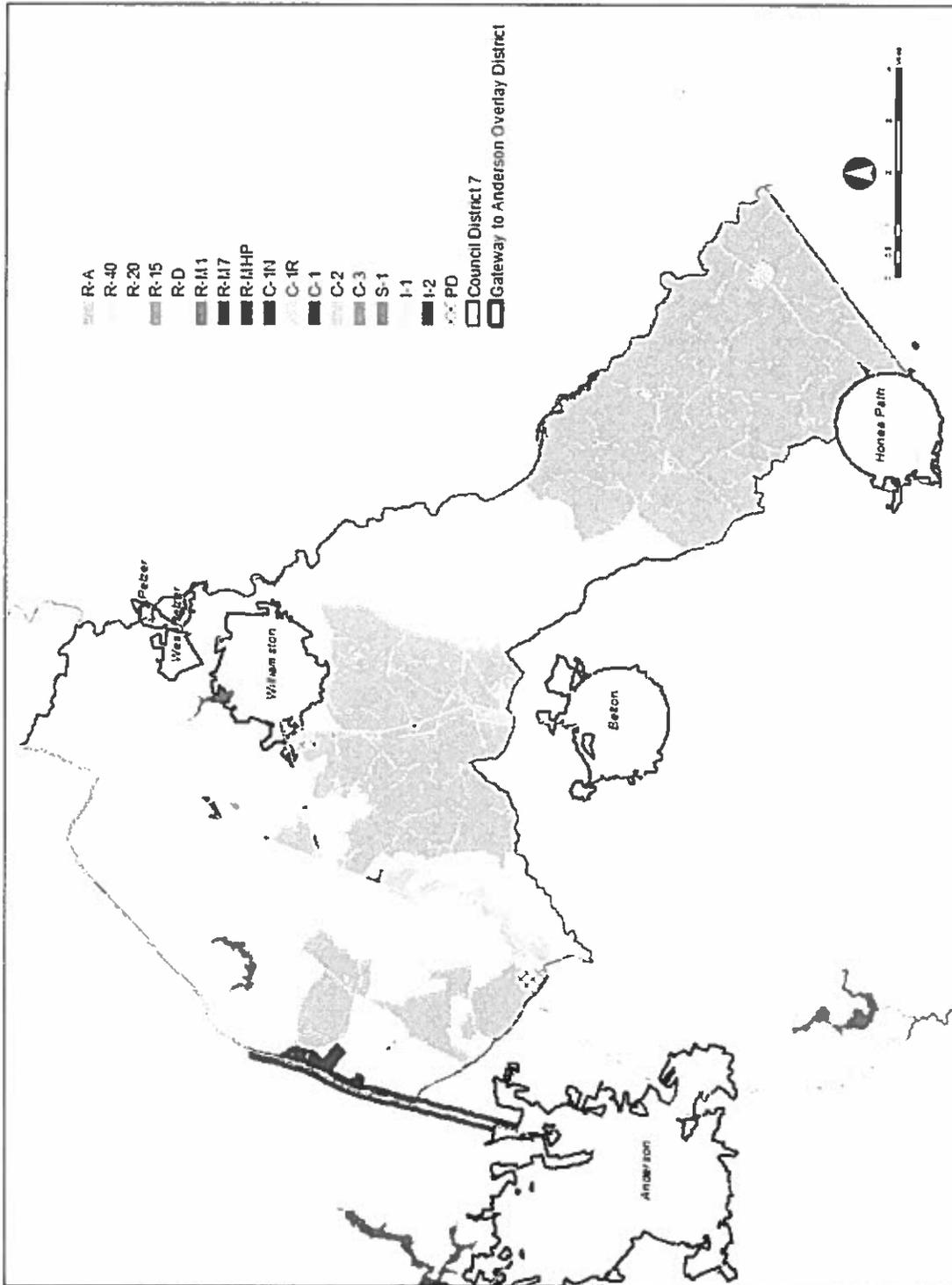


Map 8.15 Zoning, Council District 6





Map 8.16 Zoning, Council District 7





Future Land Use

In progress

DRAFT



AGENDA

ANDERSON COUNTY FINANCE COMMITTEE MEETING
October 29, 2015 2:00 p.m.
Historic Courthouse – Council Chambers - Second Floor
Chairman Francis M. Crowder, Sr. – Presiding

Tommy Dunn
Chairman
Council District 5

Ken Waters
Vice-Chairman
Council District 6

	<u>Agenda Item</u>	<u>Person Addressing Item</u>
Francis M. Crowder, Sr. Council District 1	1. Call to Order	Chairman Crowder
Gracie S. Floyd Council District 2	2. Invocation and Pledge of Allegiance	Honorable Tom Allen
J. Mitchell Cole Council District 3	3. ATAX Recommendations	Mr. Glenn Brill
Thomas F. Allen Council District 4	4. Bids:	
M. Cindy Wilson Council District 7	a. Bid #16-011 ASEC Dog Park	Mr. Robert Carroll
	b. Bid 16-014 Diesel Dump Truck-Wastewater Management	Mr. Robert Carroll
	c. Bid #16-017 Paving Parking Lots	Mr. Robert Carroll
	d. Bid #16-022 Sheriff Vehicles	Mr. Robert Carroll
	e. Bid #16-025 NetApp Storage Upgrade	Mr. Robert Carroll
Kimberly A. Poulin Clerk to Council	5. Capital	
Rusty Burns County Administrator	a. HAZMAT Light Bar	Mr. Rusty Burns
	b. Christmas Tree	Mr. Rusty Burns
	6. Transfers	Ms. Rita Davis
	7. EMS Study-Fitch Proposal	Mr. Rusty Burns
	8. Executive Session	
	a. Economic Development Matter	Mr. Rusty Burns
	b. Personnel Matter	The Honorable Francis Crowder
	9. Citizens Comments	
	10. Adjournment	

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864 260-4234
864 260-1046 fax
www.andersoncountysc.org

Members

The Honorable Francis M. Crowder, Sr. Chairman
The Honorable M. Cindy Wilson
The Honorable Tom Allen

#3
19 10 22

Applicant	Director	Project	App.	Staff	Committee	Council
Anderson Y	Joe Drennon	Midnight Flight Road Race	\$6,500	\$4,850	\$4,850	\$4,850
Anderson Arts Center	Kimberly Spears	Annual Tourism Projects	\$20,000	\$3,000	\$3,000	\$3,000
Anderson CVB	Neil Paul	Advertising	\$15,000	\$15,000	\$15,000	\$15,000
	Neil Paul	State Wrestling Championships	\$6,000	\$6,000	\$6,000	\$6,000
	Neil Paul	Operational Funding	\$10,000	\$10,000	\$10,000	\$10,000
	Neil Paul	ABA Couples Championship	\$7,500	\$0	\$0	\$0
	Neil Paul	ABA Ray Scott Championship	\$40,000	\$0	\$0	\$0
	Neil Paul	FLW Tour Event	\$65,000	\$0	\$0	\$0
Anderson Meals on Wheels	Laurie Ashley	Lake Hartwell Poker Run	\$5,000	\$0	\$1,750	\$1,750
Anderson County	Angie Stringer	Celebrate Anderson Weekend	\$25,000	\$6,000	\$6,000	\$6,000
Anderson County	Angie Stringer	BooGrass Bash	\$10,000	\$6,000	\$6,000	\$6,000
Anderson County Library	Faith Line	Electric City Comicon	\$1,500	\$1,500	\$1,500	\$1,500
Anderson County/Anderson Regional Airport	Justin Julien	2016 Anderson Regional Airshow	\$20,076	\$15,001	\$15,001	\$15,001
Anderson County/County Museum	Beverly Childs	New Roof	\$50,000	\$50,000	\$6,100	\$6,100
Friends of Anderson County Museum	Beverly Childs	Promotion of Events & Exhibits	\$25,000	\$15,000	\$15,000	\$15,000
Anderson County Parks	Sharon Nicometo	Saluda River Rally	\$20,000	\$10,000	\$10,000	\$10,000
Anderson International Festival	Kathy Benson	Ciao Italia	\$12,000	\$1,000	\$1,000	\$1,000
Anderson Lights of Hope	Ben Phillips	Upstate Regional Drill Championship	\$5,000	\$4,000	\$4,000	\$4,000
	Ben Phillips	Lights of Hope	\$5,000	\$0	\$0	\$0
	Ben Phillips	Christmas Gift Light Festival	\$5,000	\$2,500	\$2,500	\$2,500
Anderson Senior Follies	Beth Cribbe	Rockin' Seniors	\$3,000	\$1,500	\$1,500	\$1,500
Balloons Over Anderson	Steve Lambert	Balloons Over Anderson	\$7,000	\$7,000	\$7,000	\$7,000
Bart Garrison Ag. Museum of SC	Les McCall	STEM Upgrades & Visitor Experience Enhancement	\$8,846	\$4,000	\$4,000	\$4,000
Belton Museum	Kathy Benson	Temporary Exhibits	\$6,000	\$1,000	\$6,000	\$6,000
	Kathy Benson	Web Site	\$3,000	\$2,000	\$3,000	\$3,000
	Kathy Benson	Cabinets, Sign Holders, Displays	\$3,600	\$2,500	\$3,600	\$3,600
Belton Alliance	David Jones	Standpipe Festival	\$2,500	\$1,000	\$1,000	\$1,000
	Dion Jones	SC Chili Cook-Off Championships	\$6,000	\$1,500	\$5,100	\$5,100
Belton Center for the Arts	Betsy Chapman	Exhibits, Programming & Promotions	\$2,350	\$1,000	\$2,350	\$2,350
		Listening Room on Main	\$7,000	\$2,500	\$7,000	\$7,000
		Standpipe Festival Art Show	\$2,350	\$750	\$2,350	\$2,350
		New Roof for BCA	\$8,000	\$8,000	\$8,000	\$8,000
Belton Parks & Rec.	Joey Lance	BBQ Festival	\$10,000	\$0	\$0	\$0
Belton Tennis Assn.	Rex Maynard	Four Tennis Tournaments	\$18,000	\$18,000	\$18,000	\$18,000
Bowie Old Farm Reunion	Gary Jordan	Bowie Old Farm Show	\$10,000	\$2,000	\$2,000	\$2,000
City of Anderson	Bobby Beville	Holiday Ice in Carolina Wren Park	\$1,500	\$1,500	\$1,500	\$1,500
City of Anderson	Ruth Ann Terry	Restaurant Week	\$2,000	\$0	\$0	\$0
Clemson Kennel Club	Lois Delaney	AKC Dog Show & Trails	\$2,500	\$2,500	\$2,500	\$2,500
Clemson Little Theatre	Linda Lavold	Annual Advertising Budget	\$1,500	\$500	\$500	\$500
Dept. of SC Marine Corps League	Robert Ferguson	SC Marine Corps League Convention	\$1,500	\$700	\$700	\$700
Electric City Playhouse	Robin Parent	2015-16 Season Advertising	\$1,000	\$1,000	\$1,000	\$1,000
Fishers of Men SC Upstate Legacy Series	Rodney Floyd	Fishers of Men Lake Hartwell Tournament 1	\$2,000	\$300	\$300	\$300

Fishers of Men SC Upstate Legacy Series	Randy Morrison	Fishers of Men Lake Hartwell Tournament 2	\$3,500	\$300	\$300
Fishers of Men SC Upstate Legacy Series	Rodney Floyd	Fishers of Men Lake Hartwell Tournament 2	\$2,000	\$300	\$300
Fishers of Men SC Upstate Legacy Series	Randy Morrison	Fishers of Men Lake Hartwell Tournament 2	\$3,500	\$300	\$300
Fishers of Men SC Upstate Legacy Series	Rodney Floyd	Fishers of Men Black Bag Bass Tournament	\$6,000	\$500	\$500
Foothills Alliance	Tracie Bowie	Festival of Trees	\$500	\$500	\$500
Foothills Bridge	Linda Lewis	Electric City Sectional	\$3,000	\$2,000	\$2,000
GAMAC	Dana Gencarelli	Concert Season Advertising	\$4,000	\$2,000	\$2,000
Honea Path Merchants	Luther Moon	Sugarfoot Festival	\$11,300	\$1,000	\$1,000
ICIAI	Yvonne McGee	America the Beautiful	\$3,500	\$2,500	\$2,500
Iva Community Rec.	Nakia Davis	Dixie Youth District/State/World Series Tourney	\$15,000	\$12,500	\$15,000
Main St. Pgm. Of Anderson	Nakia Davis	Field Upgrades for Dixie Youth	\$7,500	\$2,000	\$7,500
	Carey Jones	Regional Advertising	\$27,800	\$3,000	\$12,800
	Carey Jones	Father's Day Car Show	\$5,000	\$1,000	\$1,000
	Carey Jones	Block Party	\$5,000	\$1,000	\$1,000
	Carey Jones	Holiday Walk & Christmas Tree Lighting	\$1,500	\$0	\$0
	Carey Jones	Downtown Sketchcrawl	\$600	\$0	\$0
Mill Town Players	Will Ragland	Lighted Sign	\$5,000	\$0	\$0
Pendleton Area Business Assn.	Lou Koppel	Pendleton Square Map Printing	\$600	\$600	\$600
Pendleton Area Business Assn.	Lou Koppel	Pendleton Square Map Boxes	\$100	\$100	\$100
Pendleton District Comm.	Vicki Fletcher	Pendleton Spring Jubilee/Jubilee Joy Ride	\$9,800	\$4,000	\$4,000
	Vicki Fletcher	Hunter's Store Visitor Center Entry	\$36,725	\$2,500	\$2,500
Pendleton Historic Fndn.	Rebecca Pokorny	Foundation Promotion	\$12,400	\$4,000	\$8,200
Pints of the People	Liz Carey	Cotton Ball	\$11,300	\$1,000	\$1,000
Roberts Presbyterian Church	Manella Calhoun	Dog Park	\$12,000	\$0	\$0
SC 4-H Horse Program	Kristine Vernon	SC 4-H Horse	\$16,500	\$0	\$0
SC Upstate Equine Cnd.	Donna Patterson	Horse Play in May	\$15,000	\$3,000	\$3,000
Shalom House Ministries	Melody Chambers	The Shalom House Ride	\$3,000	\$2,000	\$2,000
John Thomas Ashley Camp #43	Allen Ashley	Battle of Anderson	\$20,000	\$4,000	\$4,000
24 Hour Musical Inc.	Noah Taylor	Shakespeare in the Park	\$5,150	\$0	\$0
T. Ed Garrison Arena	Charles Williams	Garrison Arena Promotions	\$9,000	\$9,000	\$9,000
Town of Williamston	Sonya Crandall	Mineral Spring Park Season of Events	\$20,500	\$6,000	\$8,000
Upstate Heritage Quilt Trail	Martha File	Quilt Trail Promotion	\$3,616	\$2,339	\$2,339
Williamston Springwater Comm.	David Meade	Springwater Festival	\$2,000	\$2,000	\$2,000
Williamston Springwater Comm.	David Meade	Christmas Park	\$650	\$650	\$650
Totals			\$746,263	\$279,190	\$279,190

**Anderson County ATAX Committee
Requests & Recommendation Summary for FY 2015-2016**

3 of 22

Below is a summary of the requests for Accommodations Tax (ATAX) funding from Anderson County for fiscal year 2015-2016. **Total ATAX Funds Requested: \$746,263. Total ATAX Funds Available: \$279,188.80 (\$188,508 last year).**

- | | |
|---|--|
| 1 | <p>Applicant: Anderson Area YMCA
 Project: Midnight Flight Roadraces
 Duration: September 5, 2016
 Description: The road race expects 2,500 participants in 2016 of which 50% are from more than 50 miles away. A large number of the runners stayed the entire weekend in Anderson. This event will collaborate and promote in conjunction with The Tour de La France and Celebrate Anderson. The organization is requesting ATAX funding for marketing and advertising in runners' journals nationwide, print and broadcast media.</p> <p>FY 15 Allocation: \$3,000
 FY 16 Request: \$6,500
 Recommendation: \$4,850
 Committee: \$4,850
 Council: \$</p> |
| 2 | <p>Applicant: Anderson Arts Center
 Project: Annual Tourism Projects
 Duration: September 2015 to August 2016
 Description: ATAX would be used for print advertising, paying for facility operations, direct mail, website & email marketing and show invitations. Applicant says project will generate 2,320 room nights and more than 200,000 people visit annually.</p> <p>FY 15 Allocation: \$3,000
 FY 16 Request: \$20,000
 Recommendation: \$3,000
 Committee: \$3,000
 Council: \$</p> |
| 3 | <p>Applicant: Anderson Convention and Visitors Bureau
 Project: ABA Ray Scott Championship
 Duration: April 4-10, 2016
 Description: ATAX is requested to pay ABA's \$30,000 Host Fee and other items. ABA will give the CVB six full-page ads in its magazine, valued @ \$12,000. It will also provide two multi-page articles on Lake Hartwell & Anderson. The event will fill 2,750 room nights.</p> <p>FY 15 Allocation: N/A
 FY 16 Request: \$40,000 (\$0 eligible)
 Recommendation: \$0
 Committee: \$0
 Council: \$</p> |

- 4 Applicant: Anderson Convention and Visitors Bureau
 Project: ABA Couples Championship 4 of 22
 Duration: October 3-7, 2016
 Description: ATAX would fund Host Fee (\$5,000), hotel rooms for tournaments staff, a banquet for participants. The CVB will get six ½ page ads in the ABA Magazine, valued at \$6,900. ABA will promote Anderson & Lake Hartwell on its website and magazine. It will fill 400 room nights. The Host Fee has to be paid this year.
- FY 15 Allocation:** N/A
 FY 16 Request: \$7,500 (\$0 eligible)
 Recommendation: \$0
 Committee: \$0
 Council: \$
- 5 Applicant: Anderson Convention and Visitors Bureau
 Project: Operational Funding
 Duration: January 1-August 1, 2016
 Description: ATAX would help pay for the operation of its Visitor Center including rent, insurance & utilities.
- FY 15 Allocation:** N/A
 FY 16 Request: \$10,000
 Recommendation: \$10,000
 Committee: \$10,000
 Council: \$
- 6 Applicant: Anderson Convention and Visitors Bureau
 Project: Advertising
 Duration: January 1-August 1, 2016
 Description: ATAX will pay for print, digital & billboard advertising; an *Anderson is the Capital of Lake Hartwell* campaign and rack cards.
- FY 15 Allocation:** N/A
 FY 16 Request: \$15,000
 Recommendation: \$15,000
 Committee: \$15,000
 Council: \$
- 7 Applicant: Anderson Convention and Visitors Bureau
 Project: FLW Tour Event
 Duration: Marc 17-20, 2016
 Description: ATAX is requested for the \$60,000 Host Fee, lodging and a Hospitality Tent. This event will fill 1,164 room nights. It will generate \$1.03 million in economic impact and a total media value of \$567,000. The CVB will get a free booth at the Forrest Wood Cup, valued at \$1,000. It'll also get a full page ad in the FLW magazine, valued at \$6,100.
- FY 15 Allocation:** N/A
 FY 16 Request: \$65,000 (\$0 eligible)
 Recommendation: \$0
 Committee: \$0
 Council: \$

8 Applicant: Anderson Convention and Visitors Bureau
 Project: SC High School League Wrestling Championships
 Duration: February 26-27, 2106
 Description: This event annually generates more than 500 hotel room nights. ATAX would pay for meals for coaches, HS League Staff and Volunteers at the Civic Center on Friday night, Saturday morning and Saturday afternoon.

FY 15 Allocation: \$4,000
FY 15 Request: \$6,000
Recommendation: \$6,000
Committee: \$6,000
Council: \$

9 Applicant: Anderson Meals on Wheels
 Project: Lake Hartwell Poker Run
 Duration: June 18-19, 2016
 Description: ATAX would pay for advertising. The budget submitted has \$1,000 for signs, programs & flyers, \$750 for advertising and \$1,000 for postcards & mailings for a total of \$2,750.

FY 15 Allocation: N/A
FY 15 Request: \$5,000
Recommendation: \$0
Committee: \$1,750
Council: \$

10 Applicant: Anderson County
 Project: Celebrate Anderson Weekend
 Duration: September 4-7, 2015
 Description: The Tour de La France Bike Ride hopes to attract cyclists from around the state. US Cycling and US Handcycling have sanctioned criterium races at the Anderson Sports & Entertainment Center this year, which will attract approximately 200 riders. The event projects filling 350 hotel room nights. ATAX can only pay for two items on the budget submitted: Billboard Advertising (\$3,221) and Law Enforcement (\$3,450).

FY 15 Allocation: \$6,000
FY 15 Request: \$25,000 (\$6,671 eligible)
Recommendation: \$6,000
Committee: \$6,000
Council: \$

Applicant: Anderson County
 Project: BooGrass Bash
 Duration: October 29-31, 2015
 Description: Inaugural Blue Grass Festival at ASEC. Applicant seeks \$8,000 for billboard advertising, web site, social media marketing and law enforcement.

FY 15 Allocation: N/A
FY 16 Request: \$10,000
Recommendation: \$6,000
Committee: \$6,000
Council: \$

Applicant: Anderson County/Anderson Regional Airport 6 of 22
 Project: 2016 Anderson Regional Airshow
 Duration: TBD
 Description: The airshow date will be announced when the headline act is booked. The 2015 airshow attracted 25,000 people. 2016 will be on a weekend. It seeks ATAX for: Website (\$3,596), TV Commercials (\$6,480) and Radio & Digital Advertising (\$10,000). The Airshow projects 300 room nights, 5,000 day visitors and a total economic impact of \$652,500.

FY 15 Allocation: N/A
FY 16 Request: \$20,076
Recommendation: \$15,000.80
Committee: \$15,000.80
Council: \$

Applicant: Anderson County Library
 Project: Electric City ComiCon
 Duration: August 6, 2016
 Description: The first ComiCon was attended by 1,700 people. ATAX would pay for advertising outside of Anderson County.

FY 15 Allocation: N/A
FY 16 Request: \$1,500
Recommendation: \$1,500
Committee: \$1,500
Council: \$

14 Applicant: Friends of the Anderson County Museum
 Project: Promotion of Museum Events & Exhibits 2015-2016
 Duration: September 1, 2015 to August 31, 2016
 Description: The Anderson County Museum is the 2nd largest history museum in the state of South Carolina and a year round attraction for tourists. The museum hosted a record 20,000 visitors last year. ATAX funding would go towards TV ads, billboards, invitations, postage, printing and programs. It will advertise 24 permanent exhibits, 15 events and 57 programs to tourists.

FY 15 Allocation: \$12,000
FY 15 Request: \$25,000
Recommendation: \$15,000
Committee: \$15,000
Council: \$

Applicant: Anderson County Museum
 Project: New Roof
 Duration: January-February 2016
 Description: Construction, operation and maintenance of facilities for civic and cultural activities are allowable under the state ATAX law. The other \$400,000 cost of the roof is coming from the County's FY 16 Capital Improvement Budget. The current roof leaks in many places, including public areas of the Museum.

FY 15 Allocation: N/A
FY 16 Request: \$50,000
Recommendation: \$50,000
Committee: \$6,100
Council: \$

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- 16 Applicant: Anderson County Parks Dept.
 Project: Saluda River Rally
 Duration: June 4-5, 2016
 Description: The dept. will stage its seventh annual Saluda River Rally the first weekend in June to promote the developing Saluda River Blueway. SC's first floating ADA accessible kayak canoe launch is in Dolly Cooper Park, the site of the Rally. ATAX will pay for billboards to promote the event. 28% of participants discovered it through billboards and 11% were tourists.
- FY 15 Allocation: \$10,000**
 FY 16 Request: \$20,000
 Recommendation: \$10,000
 Committee: \$10,000
 Council: \$
- 17 Applicant: Anderson International Festival
 Project: Ciao Italia
 Duration: January-February, 2016
 Description: The bi-annual festival will focus on Italy and expects 10,000 people to attend the various events. ATAX is requested for billboards, brochures, print/radio/TV advertising and social media marketing.
- FY 15 Allocation: N/A**
 FY 16 Request: \$12,000
 Recommendation: \$1,000
 Committee: \$1,000
 Council: \$
- 18 Applicant: Anderson Lights of Hope
 Project: The Christmas Gift Light Festival
 Duration: November 26-December 25, 2015
 Description: Drive through Christmas light extravaganza now @ the Recycling Education Center. 48,000 people visit, 60% of which don't live in our county
- FY 15 Allocation: \$2,500**
 FY 16 Request: \$5,000
 Recommendation: \$2,500
 Committee: \$2,500
 Council: \$
- 19 Applicant: Anderson Lights of Hope
 Project: JROTC Drill Championships
 Duration: March 5, 2016
 Description: The event will have students representing 20-25 schools from TN, VA SC, NC and GA. They expect an additional 1.5 family members to accompany each student. 500 cadets attended last year from 10 schools
- FY 15 Allocation: \$4,000**
 FY 15 Request: \$5,000
 Recommendation: \$4,000
 Committee: \$4,000
 Council: \$

- 20 Applicant: Anderson Lights of Hope
 Project: Anderson Lights of Hope
 Duration: Year Round
 Description: The group manages multiple events throughout the year which brings tourists here. It seeks money for advertising.
 FY 15 Allocation: N/A
 FY 16 Request: \$5,000
 Recommendation: \$0
 Committee: \$0
 Council: \$
- Applicant: Anderson Senior Follies
 Project: Rockin' Seniors
 Duration: March 17-20, 2016
 Description: ATAX would pay for flyers, advertising and a web site. All five shows sell-out, with 70% (3,850) of the audience being non-Anderson residents.
 FY 15 Allocation: N/A
 FY 16 Request: \$3,000
 Recommendation: \$1,500
 Committee: \$1,500
 Council: \$
- 22 Applicant: Balloons Over Anderson
 Project: Balloons Over Anderson
 Duration: October 9-11, 2015
 Description: The event will bring 1,200 people from all areas of South Carolina, North Carolina, and Georgia to Anderson County. The applicant's projection is 100 hotel room nights. They collected 206 different zip codes last year. ATAX will be used for TV commercials.
 FY 15 Allocation: \$5,000
 FY 16 Request: \$7,000
 Recommendation: \$7,000
 Committee: \$7,000
 Council: \$
- 23 Applicant: Belton Area Museum Assn.
 Project: Temporary Exhibits
 Duration: September 2015-August 2016
 Description: The Museum will stage four exhibits. ATAX would help pay to advertise them to tourists.
 FY 15 Allocation: N/A
 FY 16 Request: \$6,000
 Recommendation: \$1,000
 Committee: \$6,000
 Council: \$

- 9 of 22
- 24 Applicant: Belton Area Museum Assn.
 Project: Website
 Duration: September 2015-August 2016
 Description: The Museum wants to develop a new website, which will help bring more tourists to the Museum.
 FY 15 Allocation: N/A
 FY 16 Request: \$3,000
 Recommendation: \$2,000
 Committee: \$3,000
 Council: \$
- 25 Applicant: Belton Area Museum Assn.
 Project: Cabinets, Sign Holders, Displays
 Duration: September 2015-August 2016
 Description: The Museum needs display cases and sign holders to properly display its permanent & temporary exhibits.
 FY 15 Allocation: N/A
 FY 16 Request: \$3,600
 Recommendation: \$2,500
 Committee: \$3,600
 Council: \$
- 26 Applicant: Belton Alliance
 Project: Standpipe Heritage & Arts Festival
 Duration: October 2-4, 2015
 Description: Annual festival to promote the City of Belton, the Belton Tennis Association, and the Belton Center for the Arts. This event is expected to generate 5000-7000 visitors. 250 are from out-of-state and 500 are from out-of-county. ATAX funding will be used for advertising.
 FY 15 Allocation: \$1,000
 FY 16 Request: \$2,500
 Recommendation: \$1,000
 Committee: \$1,000
 Council: \$
- 27 Applicant: Belton Center for the Arts
 Project: Programming and Promotions
 Duration: January 16, 2016-June 30, 2016
 Description: The Center's plans include five exhibitions, which will bring in tourists from neighboring counties and states. ATAX funding will be used for billboard advertising
 FY 15 Allocation: \$1,000
 FY 16 Request: \$2,350
 Recommendation: \$1,000
 Committee: \$2,350
 Council: \$

- 28 Applicant: Belton Center for the Arts
 Project: Standpipe Arts Festival Juried Art Show
 Duration: September 26, 2015 to November 13, 2015
 Description: The opening reception for the annual event will draw well over 300 visitors and artists from across the state and neighboring states. ATAX funds will be used for billboards, signs, and programs.

FY 15 Allocation: \$750
FY 16 Request: \$2,350
Recommendation: \$750
Committee: \$2,350
Council: \$

- 29 Applicant: Belton Center for the Arts
 Project: The Listening Room on Main
 Duration: August 2014 to June 2015
 Description: The Listening Room is a new performing arts venue in Belton. ATAX will primarily pay for billboard advertising.

FY 15 Allocation: \$5,000
FY 16 Request: \$7,000
Recommendation: \$2,500
Committee: \$7,000
Council: \$

Applicant: Belton Center for the Arts
 Project: New Roof for BCA
 Duration: N/A
 Description: The BCA roof is leaking. ATAX is requested to help fund its replacement. Construction, operation and maintenance of facilities for civic and cultural activities are allowable under the state ATAX law.

FY 15 Allocation: N/A
FY 16 Request: \$8,000
Recommendation: \$8,000
Committee: \$8,000
Council: \$

- 31 Applicant: Belton Parks and Recreation
 Project: BBQ Festival
 Duration: November 14, 2015
 Description: This is a new festival. It didn't submit an itemized budget. It requests money for advertising, which is allowed. Its requests for porta potty & wash station rentals and downtown clean-up aren't fundable.

FY 15 Allocation: N/A
FY 16 Request: \$10,000
Recommendation: \$0
Committee: \$0
Council: \$

32 Applicant: Belton Tennis Association
 Project: Palmetto Championships, SPUD Tourney, Hall of Fame & SC Men's Collegiate
 Duration: May 25-31, 2015, July 2016, Sept. 24-25 & Sept. 30-Oct. 2
 Description: The Palmetto Championships is the largest junior tennis tournament in South Carolina. Entries for this year's event are expected to be over 400 players, with most players bringing 2 to 3 people with them. ATAX funding will be used for advertising, promotions and hosting. The SPUD attracts 200 people, The Hall of Fame 250 and the SC Men's Collegiate more than 400.

FY 15 Allocation: \$13,500
FY 16 Request: \$18,000
Recommendation: \$18,000
Committee: \$18,000
Council: \$

33 Applicant: Bowie Old Farm Reunion, Inc.
 Project: Bowie Old Farm Show
 Duration: Sept. 23, 2016
 Description: This event held at the Bowie Farm is to preserve and promote the agricultural methods and cultural history of the past. ATAX funds will be used for land clearing, bathrooms and showers for campers and new colonial demonstration area.

FY 15 Allocation: \$2,000
FY 16 Request: \$10,000
Recommendation: \$2,000
Committee: \$2,000
Council: \$

Applicant: City of Anderson
 Project: Holiday Ice in Carolina Wren Park
 Duration: November 20, 2015-January 18, 2016
 Description: A synthetic ice skating rink will be built in the park so people can enjoy the northern US tradition of ice skating. ATAX would pay for billboard advertising.

FY 15 Allocation: N/A
FY 16 Request: \$1,500
Recommendation: \$1,500
Committee: \$1,500
Council: \$

Applicant: City of Anderson
 Project: Restaurant Week
 Duration: Two weeks during Anderson Intl. Festival in 2016
 Description: It seeks money to advertise Anderson Intl. Festival, along with Restaurant Week. It plans to advertise in Easley, Simpsonville and NE GA, which are all within 50 miles of Anderson County.

FY 15 Allocation: N/A
FY 16 Request: \$2,000 (\$0 eligible)
Recommendation: \$0
Committee: \$0
Council: \$

- 36 Applicant: Clemson Kennel Club
 Project: AKC Dog Show & Trials @ The Garrison Arena
 Duration: January 8-10, 2016
 Description: The club's 2015 show attracted 823 entries from more than 50 miles away and 648 dogs from other states. It seeks money to buy national magazine advertising to increase out-of-state entries.

FY 15 Allocation: \$2,500
 FY 16 Request: \$2,500
 Recommendation: \$2,500
 Committee: \$2,500
 Council: \$

- 37 Applicant: Clemson Little Theatre
 Project: Annual Advertising Budget
 Duration: September 1, 2015 to August 31, 2016
 Description: The Clemson Little Theatre is requesting ATAX funds to help advertise and promote the community theatre through cable TV ads.

FY 15 Allocation: \$500
 FY 16 Request: \$1,500
 Recommendation: \$500
 Committee: \$500
 Council: \$

 Applicant: Dept. of SC Marine Corps League
 Project: SC Marine Corps League Convention
 Duration: June 2-5, 2016
 Description: The convention will be in Anderson, filling an estimated 130 room nights. It seeks \$700 for advertising. It also requests funding for shuttle busses, which is not an allowed use of ATAX.

FY 15 Allocation: N/A
 FY 16 Request: \$1,500 (\$700 eligible)
 Recommendation: \$700
 Committee: \$700
 Council: \$

- 39 Applicant: Electric City Playhouse
 Project: 2015-16 Season Advertising
 Duration: July 1, 2015-June 30, 2016
 Description: ATAX is requested to help pay for a website and advertising. 30% of its patrons live outside the City of Anderson.

FY 15 Allocation: \$1,000
 FY 16 Request: \$1,000
 Recommendation: \$1,000
 Committee: \$1,000
 Council: \$

Applicant: Fishers of Men SC Upstate Legacy Series Division
Project: Lake Hartwell Tournament 1
Duration: May 20-21, 2016
Description: The applicant seeks ATAX for payouts for the top three teams, advertising (\$300), door prizes, food & travel. It estimates 40 room nights.
FY 15 Allocation: N/A
FY 16 Request: \$2,000 (\$300 eligible)
Recommendation: \$300
Committee: \$300
Council: \$

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Applicant: Fishers of Men SC Upstate Legacy Series Division
Project: Lake Hartwell Tournament 1
Duration: April 29-30, 2016
Description: The applicant seeks ATAX for payouts for the top three teams, advertising (\$300), door prizes, food & travel. It estimates two room nights.
FY 15 Allocation: N/A
FY 16 Request: \$3,500 (\$300 eligible)
Recommendation: \$300
Committee: \$300
Council: \$

Applicant: Fishers of Men SC Upstate Legacy Series Division
Project: Lake Hartwell Tournament 2
Duration: June 10-11, 2016
Description: The applicant seeks ATAX for payouts for the top three teams, advertising (\$300), door prizes, food & travel. It estimates 40 room nights.
FY 15 Allocation: N/A
FY 16 Request: \$2,000 (\$300 eligible)
Recommendation: \$300
Committee: \$300
Council: \$

Applicant: Fishers of Men SC Upstate Legacy Series Division
Project: Lake Hartwell Tournament 2
Duration: May 27-28, 2016
Description: The applicant seeks ATAX for payouts for the top three teams, advertising (\$300), door prizes, food & travel. It estimates two room nights.
FY 15 Allocation: N/A
FY 16 Request: \$3,500 (\$300 eligible)
Recommendation: \$300
Committee: \$300
Council: \$

Applicant: Fishers of Men SC Upstate Legacy Series Division
Project: Black Bag Bass Tournament
Duration: August 6, 2016
Description: The applicant seeks ATAX for payouts for the top three teams, advertising (\$500), door prizes, food & travel. It estimates 80 room nights.
FY 15 Allocation: N/A
FY 16 Request: \$6,000 (\$500 eligible)
Recommendation: \$500
Committee: \$500
Council: \$

45 **Applicant:** Foothills Alliance
Project: Festival of Trees
Duration: November 11-13, 2015
Description: The Festival of Trees is a holiday family event designed to attract and draw attendees from throughout the Upstate as well as North Carolina and Georgia. ATAX funding will be used for advertising, billboards signage and printing.
FY 15 Allocation: \$500
FY 16 Request: \$500
Recommendation: \$500
Committee: \$500
Council: \$

46 **Applicant:** Foothills Bridge
Project: Electric City Sectional
Duration: March 18-20, 2016
Description: This is a tournament sanctioned by the American Bridge League, bringing in hundreds of players from around the southeast U.S. It generates 60 room nights. ATAX funding will be used for advertising in bridge publications.
FY 15 Allocation: \$2,000
FY 16 Request: \$3,000
Recommendation: \$2,000
Committee: \$2,000
Council: \$

47 **Applicant:** GAMAC
Project: Concert Season
Duration: October 9, 2015-May 1, 2016
Description: The GAMAC musicians will perform before more than 9,000 patrons of the Masterworks, Anderson Symphony Orchestra and Youth series (13 concerts), typically with 30% of the visitors from outside the county. ATAX funding will be used for advertising expenses.
FY 15 Allocation: \$2,000
FY 16 Request: \$4,000
Recommendation: \$2,000
Committee: \$2,000
Council: \$

- 48 Applicant: Honea Path Merchant's Assn.
 Project: Sugarfoot & Honey Soppin' Festival
 Duration: October 23-24, 2015
 Description: The applicant money for billboards, print ads and a brochure.
 FY 15 Allocation: \$1,000
 FY 16 Request: \$11,300
 Recommendation: \$1,000
 Committee: \$1,000
 Council: \$

- 49 Applicant: ICIAI
 Project: America the Beautiful
 Duration: September 2014-August 2015
 Description: ATAX money will be used for operating the RevIva Visitor Center and promoting several events in Iva.
 FY 15 Allocation: \$2,500
 FY 16 Request: \$3,500
 Recommendation: \$2,500
 Committee: \$2,500
 Council: \$

- 50 Applicant: Iva Community Recreation
 Project: Dixie Youth State Championships
 Duration: June-July, 2016
 Description: It is bidding for the Dixie Youth tournament for boys & girls 8U-15U. 8-20 teams would compete, with a total of 300 players. It estimates the teams will fill between 500-750 room nights.
 FY 15 Allocation: \$12,500
 FY 16 Request: \$15,000
 Recommendation: \$12,500
 Committee: \$15,000
 Council: \$

- 51 Applicant: Iva Community Recreation
 Project: Field Modifications for Dixie Youth State Championships
 Duration: March-June 2015
 Description: It is bidding for the Dixie Youth tournament for boys & girls 8U-15U. 8-20 teams would compete, with a total of 300 players. It estimates the teams will fill between 500-750 room nights. It needs to make modifications to its playing fields to meet the tournament's requirements.
 FY 15 Allocation: \$2,000
 FY 16 Request: \$7,500
 Recommendation: \$2,000
 Committee: \$7,500
 Council: \$

- 52 Applicant: Main Street Program of Anderson
 Project: Holiday Walk and Tree Lighting
 Duration: December 5, 2015
 Description: Music and caroling on the square, Christmas lighting, arrival of Santa for the children. ATAX funds will be used for advertising in newspaper, radio, TV, posters, social media and brochures.

FY 15 Allocation: \$0
FY 16 Request: \$1,500
Recommendation: \$0
Committee: \$0
Council: \$

- 52 Applicant: Main Street Program of Anderson
 Project: Main Street Block Party
 Duration: April-October 2015
 Description: ATAX would be used for advertising.

FY 15 Allocation: \$1,000
FY 16 Request: \$5,000
Recommendation: \$1,000
Committee: \$1,000
Council: \$

- 53 Applicant: Main Street Program of Anderson
 Project: Main Street Father's Day Car Show
 Duration: June 18, 2016
 Description: Three to four states are represented in car participants, as well as visitors enjoying the day. ATAX funding will be used for advertising in magazines, posters and brochures.

FY 15 Allocation: \$1,000
FY 16 Request: \$5,000
Recommendation: \$1,000
Committee: \$1,000
Council: \$

- 54 Applicant: Main Street Program of Anderson
 Project: Regional Advertising
 Duration: July 1, 2015-June 30, 2016
 Description: This request is broken into five separate proposals. 1) Social Media Advertising (\$8,000); Regional Newspaper & Magazine Advertising (\$3,000); Billboards on I-85 (\$12,800); Regional Radio Advertising (\$2,500), National Magazine Advertising (\$1,500).

FY 15 Allocation: \$2,033
FY 16 Request: \$27,800
Recommendation: \$3,000
Committee: \$12,800
Council: \$

55 Applicant: Main Street Program of Anderson
 Project: Downtown SketchCrawl
 Duration: TBD
 Description: This request is for an art event where local & regional artists would sketch and paint scenes of their choice.
 FY 15 Allocation: N/A
 FY 16 Request: \$600
 Recommendation: \$0
 Committee: \$0
 Council: \$

56 Applicant: Mill Town Players
 Project: Lighted Sign
 Duration: November 16-December 4, 2015
 Description: 16,000 people have attended its shows @ the Pelzer Auditorium. People have complained the auditorium is hard to find.
 FY 15 Allocation: N/A
 FY 16 Request: \$5,000
 Recommendation: \$0
 Committee: \$0
 Council: \$

Applicant: Pendleton Area Business Assn.
 Project: Pendleton Square Map Printing
 Duration: October 19-November 27, 2015
 Description: ATAX would help fund the printing of 3,000 maps. A trial run of maps earlier this year was well received. It estimates 200 room nights from special events held on the Square.
 FY 15 Allocation: N/A
 FY 16 Request: \$600
 Recommendation: \$600
 Committee: \$600
 Council: \$

Applicant: Pendleton Area Business Assn.
 Project: Pendleton Square Map Boxes
 Duration: October 19-November 27, 2015
 Description: ATAX would help fund 10 map boxes. It estimates 200 room nights from special events held on the Square.
 FY 15 Allocation: N/A
 FY 15 Request: \$100
 Recommendation: \$100
 Committee: \$100
 Council: \$

- 59 Applicant: Pendleton District Commission
 Project: Hunter's Store Visitor Center Entry
 Duration: TBD
 Description: More than 1,000 people stopped into Hunter's Store last year. This project would make extensive alterations to create a logical pathway to the front door.
 FY 15 Allocation: \$2,500 (project not done and \$\$ returned to county)
 FY 16 Request: \$36,725
 Recommendation: \$2,500
 Committee: \$2,500
 Council: \$
- 60 Applicant: Pendleton District Commission
 Project: Bart Garrison Ag. Museum of SC Visitor Experience Enhancement
 Duration: TBD
 Description: This project will integrate technology into museum exhibits and provide hands on education for all visitors. Two new exhibits; a Farming Simulator Experience and Interactive Science, Technology Engineering & Mathematics will be added.
 FY 15 Allocation: N/A
 FY 16 Request: \$8,846
 Recommendation: \$4,000
 Committee: \$4,000
 Council: \$
- 61 Applicant: Pendleton District Commission
 Project: Pendleton Spring Jubilee \$ Jubilee Joy Ride
 Duration: April 2-3, 2016
 Description: Applicant requests ATX for eight weeks of billboards on I-26, I-85 & other highly traveled roads more than 50 miles from Anderson County.
 FY 15 Allocation: N/A
 FY 16 Request: \$9,800
 Recommendation: \$4,000
 Committee: \$4,000
 Council: \$
- 62 Applicant: Pendleton Historic Foundation
 Project: Tourism Promotions for Ashtabula & Woodburn Historic House Museums
 Duration: Oct. 2015 to June 2016
 Description: It's requesting \$1,800 to print rack cards, posters & flyers, \$4,200 for advertising and \$6,900 for tourism support. This includes making its Guard House into a tourist information center. Portable bathroom rental (\$200) and docent/volunteer development (\$4,000) aren't eligible.
 FY 15 Allocation: \$4,000
 FY 15 Request: \$12,400 (\$8,200 eligible)
 Recommendation: \$4,000
 Committee: \$8,200
 Council: \$

- 63 Applicant: Pints for the People
 Project: Cotton Ball
 Duration: December 31, 2015
 Description: It requests \$2,100 to advertise this event. It also requested funding for items ATAX can't pay for: Sound & Lighting in the Civic Center, Rental of the Civic Center and entertainment. It projects 30-50 room nights.

 FY 15 Allocation: N/A
 FY 16 Request: \$11,300 (\$2,100 eligible)
 Recommendation: \$1,000
 Committee: \$1,000
 Council: \$

- 64 Applicant: Roberts Presbyterian Church
 Project: Dog Park
 Duration: TBD
 Description: This request doesn't fall under any of the eight permitted uses of ATAX set by the Tourism Expenditure Review Committee.

 FY 15 Allocation: N/A
 FY 16 Request: \$12,000 (\$0 eligible)
 Recommendation: \$0
 Committee: \$0
 Council: \$

- 65 Applicant: The Belton Alliance
 Project: SC Chili Cook-Off Championship
 Duration: April 8-9, 2016
 Description: Belton has hosted the state championship since 2009 with winners advancing to the World Chili Cook-Off. ATAX would pay for advertising (\$4,500), website maintenance (\$400), mailings and promotion at other chili cook-offs (\$200). It also requested \$800 for portable toilets.

 FY 15 Allocation: \$1,500
 FY 16 Request: \$6,000 (\$5,100 eligible)
 Recommendation: \$1,500
 Committee: \$5,100
 Council: \$

- Applicant: Shalom House Ministries
 Project: Advertising for Shalom House Bike Ride
 Duration: November 27, 2015
 Description: ATAX would pay for advertising. Last year, 100 riders from SC, GA & NC participated. 15 room nights are estimated.

 FY 15 Allocation: N/A
 FY 16 Request: \$3,000
 Recommendation: \$2,000
 Committee: \$2,000
 Council: \$

- 67 Applicant: SC Upstate Equine Council
 Project: Horse Play in May
 Duration: May 21-22, 2016
 Description: The Garrison Arena annually attracts more than 80,000 tourists. Last year's event attracted 150 horses from SC, GA & NC. ATAX is requested for billboard advertising (\$13,830). Other advertising in the submitted budget includes local radio, Cable TV ads in NC (\$10,000), Local newspaper ads and local TV ads.

FY 15 Allocation: \$12,500
FY 16 Request: \$15,000
Recommendation: \$3,000
Committee: \$3,000
Council: \$
- 68 Applicant: SC 4-H Horse Program
 Project: SC 4-H Horse Show
 Duration: June 21-25, 2016
 Description: None of the items requested in its budget are fundable by ATAX.
FY 15 Allocation: N/A
FY 16 Request: \$16,500 (\$0 eligible)
Recommendation: \$0
Committee: \$0
Council: \$
- 69 Applicant: John Thomas Ashley Camp #43
 Project: Battle of Anderson
 Duration: April 15-17, 2016
 Description: The camp teaches southern history by recreating the true life of the civil War, and the Battle of Anderson, the last skirmish east of the Mississippi River. The camp draws spectators from many other southeastern states. ATAX funding will be used for billboards, posters and newspaper ads. The event will fill 25 hotel room nights. The Hunley submarine replica will be at next year's event.

FY 15 Allocation: \$8,666
FY 16 Request: \$20,000
Recommendation: \$4,000
Committee: \$4,000
Council: \$
- 70 Applicant: 24 Hour Musical, Inc.
 Project: Shakespeare in the Park
 Duration: June 2016
 Description: The group said 400 tourists attended its 2015 production in Wren Park. It also said "patrons will not necessarily require overnight accommodations." It seeks money for print & Web marketing. It also seeks money for personnel and production supplies, which aren't ATAX eligible.

FY 15 Allocation: N/A
FY 15 Request: \$5,150 (\$3,150 eligible)
Recommendation: \$0
Committee: \$0
Council: \$

71 Applicant: T. Ed Garrison Arena
 Project: Garrison Arena Promotions
 Duration: October 2015-August 2016
 Description: All funds will be utilized for advertising in national and regional publications to introduce the Arena and Arena event opportunities. Events at the Arena generate hundreds of hotel room nights annually and attract 80,000 tourists.

FY 15 Allocation: \$9,000
FY 16 Request: \$9,000
Recommendation: \$9,000
Committee: \$9,000
Council: \$

72 Applicant: Upstate Heritage Quilt Trail
 Project: Quilt Trail Promotion
 Duration: October 2015-August 2016
 Description: The trail now has 161 quilts in Anderson, Pickens & Oconee Counties. ATAX would fund an updated trail map and advertising to heritage & art tourists in several publications. The trail is also seeking ATAX funding from Pickens & Oconee Counties and the cities of Anderson & Clemson.

FY 15 Allocation: \$2,334
FY 16 Request: \$3,616
Recommendation: \$2,339
Committee: \$2,339
Council: \$

Applicant: Town of Williamston
 Project: Mineral Spring Park Season of Events
 Duration: November 28, 2015-January 1, 2016
 Description: It seeks ATAX to promote eight events in the park over eight months. It seeks \$8,000 for billboards in the Upstate & Midlands. It also wants \$5,000 for local TV & radio ads and \$4,500 for banners. One of the events to be promoted is Christmas Park, which annually receives ATAX from us.

FY 15 Allocation: N/A
FY 16 Request: \$20,500 (\$8,000 eligible)
Recommendation: \$6,000
Committee: \$8,000
Council: \$

74 Applicant: Williamston Springwater Committee
 Project: Williamston Christmas Park
 Duration: November 28, 2015-January 1, 2016
 Description: Lighted displays throughout the Christmas season draw 6,000-10,000 visitors from the area and across the Upstate. ATAX funds will be used for brochures and a billboard.

FY 15 Allocation: \$625
FY 16 Request: \$650
Recommendation: \$650
Committee: \$650
Council: \$

75 Applicant: Williamston Springwater Committee
 Project: Spring Water Festival
 Duration: August 21-22, 2015
 Description: Annual festival celebrates the founding of the town, with an estimated attendance of 10,000. ATAX funding will be used for brochures, newspaper advertising and billboards.

FY 15 Allocation: \$2,000
 FY 16 Request: \$2,000
 Recommendation: \$2,000
 Committee: \$2,000
 Council: \$

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For more information regarding this year's funding recommendations, please contact Glenn Brill, Parks, Recreation & Tourism Division Director at 260-1092.

SECTION IV: Addendum A
BASE BID FORM

#42
Pg 1 of 4

Name of Party submitting the Bid: Matrix Construction Co., Inc.

To: Purchasing Manager for Anderson County

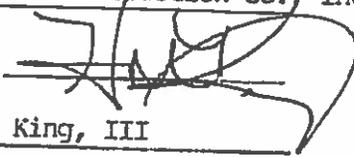
I. Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid, having conducted a thorough inspection and evaluation of the Specifications contained therein, hereby submit the following pricing set forth herein:

Bid: Construction of a Dog Park at the Anderson Sports and Entertainment Center in Anderson County, SC

Bid No.: 16-011

1	Lot	Construction of a Dog Park at the Anderson Sports and Entertainment Center in Anderson County : per specifications and scope of work	\$ <u>103,721</u>
		S.C. Tax	\$ <u>3,200</u>
		TOTAL	\$ <u>106,921</u>

Company Name: Matrix Construction Co., Inc.

Authorized Signature: 

Printed Name: H.M. King, III

SOLICITATION OFFER AND AWARD FORM

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624
REQUEST FOR BIDS, OFFER, AND AWARD

Solicitation Information

1. SOLICITATION #16-011
2. ISSUE DATE: September 2, 2015
3. FOR INFORMATION CALL
Name: Robert E. Carroll
Phone: 864-226-1310
4. SUBMIT BID TO:
Anderson County Purchasing Department
101 South Main Street, Room 115
Anderson, SC 29624

4. Brief Description of Project:
Construction of a dog park at the Anderson Sports and Entertainment Center

**** Non-Mandatory Pre-Bid Meeting on
Thursday, September 17, at 9:30 A.M. at the
Anderson Civic Center located at 3027 M.H.K. Jr.
Boulevard in Anderson, South Carolina

6. Submission Deadline: Thursday, September 24, 2015
Time: 11:00 A.M.

7. Submit Sealed Bid
8. Firm Offer Period
Bids submitted shall remain firm for a period of ninety (90) calendar days from date specified in block 6.

Offer (To be completed by Bidder)

9. BUSINESS CLASSIFICATION (Check Appropriate Box)

- Woman Business Enterprise
- Minority Business Enterprise
- Disadvantaged Business Enterprise

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

11. Bidder's name and address (Type or print)
Matrix Construction Co., Inc.
1201 Crestview Road
Anderson, SC 29621

12. Name & Title of Person Authorized to sign the Bid (Type or Print)
H.M. King, III - President

13. Bidder's Signature & Date

September 24, 2015

E-mail address: hking@matrixsc.net
Telephone: 864-226-6443 Fax: 864-226-6694
Federal Identification: [REDACTED]

Award (To be completed by Anderson County)

14. Total Amount of Award
15. Successful Bidder
16. Contracting Officer or Authorized Representative: Robert E. Carroll
17. Summary
18. Award date

Bid Tabulation - September 24, 2015**Anderson County, South Carolina****ASEC Dog Park***Plans & Specifications by: Alta Planning + Design*

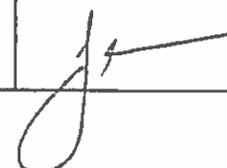
Name	Base Bid	Addendum	Bid Bond	County Forms
Moates Construction	\$ 109,000.00	X	X	X
Belk Company	\$ 135,400.00	X	X	X
J Davis Construction	\$ 116,515.00	X	X	X
Lazer Construction	\$ 151,900.00	X	X	X
Zorn Company	\$ 117,281.00	X	X	X
Matrix Construction	\$ 106,921.00	X	X	X

Revisions below and attached result in a savings of \$7706, bringing Matrix's bid down to \$99,215.

- Deduct 21 Ruby Lorapetalum
- Deduct 50 Creeping Liriope
- Deduct 1 Muskogee Crepe Myrtle
- Deduct 5 Cryptomeria
- Deduct sidewalk and ADA curb return per attached. There are minor reductions in sod, silt fence, etc. as part of this deduction.

Anderson County Purchasing Department Bid Tabulation

Bid# 16-014 New or Unused Medium Duty Diesel Dump Truck

1	Carolina Int'l Trucks	\$ 94,414.28
2	Columbia Truck Ctr.	\$ 87,562.00
3	Christopher Trucks	\$ 80,900.00
4	Butler Chrysler	NR
5	Wade	NR
6	Tindol Ford	NR
7	Bradshaw Automotive	NR
8	Love Automotive	NR
9	Carolina Ford	NR
10	Anderson Ford	NR
11	Richard Kay	NR
12	Benson	NR
13	Edwards	NR
14	AWARDED TO: Christopher Trucks	 9-30-2015

WasteWater Dept

15	Palmetto Chevrolet	NR
16	Clinkscales Chevrolet	NR
17	Swenson Products	NR
18	Lee Transport	NR
19	PAL Fleet	NR
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30	AWARDED TO:	

EXHIBIT B

**New or Unused Medium Duty Diesel Single Axle Dump Truck
BID FORM**

Name of Party submitting the Bid: Christopher Trucks, Inc.

To: Purchasing Manager for Anderson County

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

Bid: New or Unused Medium Duty Diesel Single Axle Dump Truck

Bid No: 16-014

Total Bid Price described in the Specifications (see below):

<u>Qty</u>	<u>U/M</u>	<u>Product Description</u>	<u>Cost</u>	<u>Total Cost</u>
1	Each	New or Unused Medium Duty Diesel Single Axle Dump Truck :per specifications	<u>\$ 80,600.⁰⁰</u>	<u>\$ 80,600.⁰⁰</u>
			S.C. Tax	<u>300.⁰⁰</u>
			Delivery Cost	<u>n/c</u>
			TOTAL	<u>\$ 80,900.⁰⁰</u>

***** Deliver to: Fleet Services, 739 Michelin Boulevard, Anderson, S.C. 29626
Attn: Joe Stone**

4 =
13 of 3

Anderson County Purchasing Department Bid Tabulation

Bid # 16-017 Paving of Various County Owned Parking Lots

	Vendor		Bid Total:
1	King Asphalt	Unit Price 75.00 2000 ^{Tons} @ 75.00	Cost for 2" Asphalt Course W/curb N/A \$337,893.95 327,393.95
2	Rogers Group		\$416,202.30
3	Panagakos		\$ 428, 843.93
4	Pickens Construction		\$ 362, 517.70
5	Sloan		NR
6	F & R Asphalt		NR
7	Moats Construction		NR
8			
9			
10			
11			
12			
13			
14	Awarded to:	Kings Asphalt	 10/16/15

SECTION IV: Addendum A

Base Bid Form
Paving of County-Owned Parking Lots

Name of Party submitting the Bid: Kong Asphalt Inc.

To: Purchasing Manager for Anderson County

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

Bid: Paving of County-Owned Parking Lots

Bid No.: 16-017

ITEM	UNIT	EST. QTY.	UNIT COST	EST. COST
Clean and Seal Cracks in Asphalt	SY	17,721	\$ 0.30	\$ 5,316.30 ✓
Seal Coat	SY	19,221	\$ 0.90	\$ 17,298.90 ✓
Milling Existing Asphalt Pavement (Variable)	SY	17,621	\$ 2.25	\$ 39,647.25 ✓
Removal & Disposal of Existing Curbing	LF	230	\$ 24.00	\$ 5,520.00 ✓
2'-0" Concrete Curb & Gutter	LF	230	\$ 17.50	\$ 4,025.00 ✓
4" Full Depth Asphalt Patching	SY	927	\$ 29.50	\$ 27,346.50 ✓
6" Full Depth Asphalt Patching	SY	545	\$ 32.00	\$ 17,440.00 ✓
8" Full Depth Asphalt Patching	SY	600	\$ 37.00	\$ 22,200.00 ✓
4" White/Blue Solid Lines- Fast Dry Paint	LF	22,850	\$ 0.35	\$ 7,997.50 ✓
8" White Solid Lines- Fast Dry Paint	LF	300	\$ 1.00	\$ 300.00 ✓
White Single Arrow- Fast Dry Paint	EA	12	\$ 28.00	\$ 336.00 ✓
Handicap Symbol- Fast Dry Paint	EA	30	\$ 28.00	\$ 840.00 ✓
12" Painted Numbers - Fast Dry Paint	EA	75	\$ 3.50	\$ 262.50 ✓
24" White Solid Lines- Fast Dry Paint	LF	32	\$ 2.00	\$ 64.00 ✓
2" Asphalt Intermediate Course	TONS	400	\$ 72.00	\$ 28,800.00 ✓
2" Asphalt Surface Course	TONS	2,000	\$ 75.00	\$ 150,000.00 ✓ 150,000
Grand Total				\$ 337,893.95

327,393.95 VBR

NOTE- This is a fixed unit price contract. There will be no adjustments allowed for the SCDOT monthly indexes.

Civic Center Jim Ed Rice Blvd



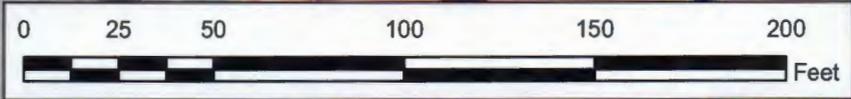
Department of Social Services (DSS)
And
Health Department



Anderson County Farmer's Market



- Crack Seal, Seal Coat, & Stripe
- 4" Full Depth Patching



Old McCants



- Crack Seal, Seal Coat, & Stripe
- Full Depth Patching
- Seal Coat & Stripe
- Mill, Pave, & Stripe
- Curb & Gutter

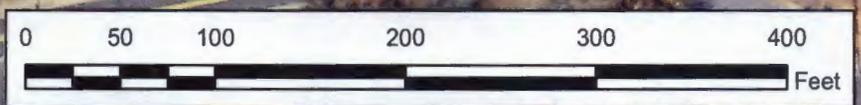


EXHIBIT B

BID FORM

Name of Party submitting the Bid: MICHAEL FORD

To: Purchasing Manager for Anderson County

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

Bid: **2015-2016 Ford Police Interceptors SUV's and Pick-Up Trucks**Bid No: 16-022

Total Bid Price described in the Specifications (see below):

Qty.	U/M	Product Description	Unit Cost	Total Cost
32	Each	Marked 2015/2016 Ford Police Interceptor SUV all-wheel drive : per Specifications	<u>\$35,533⁰⁰</u>	<u>\$1,137,056⁰⁰</u>
7	Each	Un-Marked 2015/2016 Ford Police Interceptor SUV all-wheel drive : per Specifications	<u>\$32,822⁰⁰</u>	<u>\$229,754⁰⁰</u>
2	Each	Pick-Up Trucks, Super Cab, 4 x 4, Heavy Duty : per Specifications	<u>\$40,104⁰⁰</u>	<u>\$80,208⁰⁰</u>
		41 @ \$300 ⁰⁰		
		S.C. Tax		<u>\$12,300⁰⁰</u>
		Delivery Cost		<u>(INCLUDED)</u>
		TOTAL		<u>\$1,459,318⁰⁰</u>

#44
19 10/22

Anderson County Purchasing Department Bid Tabulation

Bid# 16-022 2015 - 2016 Ford Police Interceptors SUV's and Pick-Up Trucks

1	79980-00 Vic Bailey	360-5231-008-499 \$1,459,318.00
2	Anderson Ford	\$1,494,105.06
3	Richard Kay	NR
4	Clinkscates Chevy	NR
5	Butler Chrysler	NR
6	Wade	NR
7	Tindor Ford	NR
8	Bradshaw	NR
9	Love	NR
10	Carolina Ford	NR
11	Edwards Auto	NR
12	Palmetto Chevrolet	NR
13		
14	AWARDED TO: VIC BAILEY Richard Bryson	1,459,318.00 10/23/15

RICHARD BRYSON

EXHIBIT B

BID FORM

Name of Party submitting the Bid: Anderson Ford Mazda

To: Purchasing Manager for Anderson County

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

Bid: 2015-2016 Ford Police Interceptors SUV's and Pick-Up Trucks

Bid No: 16-022

Total Bid Price described in the Specifications (see below):

<u>Qty.</u>	<u>U/M</u>	<u>Product Description</u>	<u>Unit Cost</u>	<u>Total Cost</u>
32	Each	Marked 2015/2016 Ford Police Interceptor SUV all-wheel drive : per Specifications	\$ 35,992.53	\$ 1,151,760.96
7	Each	Un-Marked 2015/2016 Ford Police Interceptor SUV all-wheel drive : per Specifications	\$ 33,288.40	\$ 233,018.80
2	Each	Pick-Up Trucks, Super Cab, 4 x 4, Heavy Duty : per Specifications	\$ 42,362.65	\$ 84,725.30

41

S.C. Tax \$ 72,300 (300 PER Vehicle)
 Delivery Cost \$ 72,300 (300, PER V)
TOTAL \$ 1,494,105.06

#42
1 of 3

Anderson County Purchasing Department Bid Tabulation

Bid#16-025 Net App Storage Upgrade

1	Data Network Solutions	\$152,663.73
2	Maximum Mid Range	NR
3	DaaSle	NR
4	Logica Project	NR
5	Carahsoft	NR
6	DISYS Solutions	NR
7	Encore	NR
8	A T & T	NR
9	CJIS Group	NR
10	DLT	NR
11	Renew Tech	NR
12	CDWG	NR
13	Govconnection	NR
14	AWARDED TO: <i>Data Network Solutions</i>	<i>Brian V. Lambell 10-27-15</i>

15	SHI	NR
16	NWNIT	NR
17	Delasoft	NR
18	Century Link	NR
19	CNP	NR
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30	AWARDED TO: DATA NETWORK SOLUTIONS Brian V. Barbell 10-27-15	

EXHIBIT B**NetApp Storage Upgrade for Anderson County
BID FORM**Name of Party submitting the Bid: Data Network Solutions

To: Purchasing Manager for Anderson County

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

Bid: **NetApp Storage Upgrade for Anderson County**Bid No: 16-025

Total Bid Price described in the Specifications (see below):

<u>Qty</u>	<u>U/M</u>	<u>Product Description</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1	Lot	NetApp Storage Upgrade : per specifications	<u>\$148,300.00</u>	<u>\$148,300.00</u>
			S.C. Tax	<u>\$4,363.73</u>
		Trade-in Value for Current NetApp Hardware		<u>(\$0)</u>
			TOTAL	<u>\$152,663.73</u>

Anderson County is looking to replace an aging NetApp Data ONTAP environment with newer hardware running the most current version of software for the new arrays. Installation, configuration, and migration of existing data is required to facilitate this process. Installation will be done according to best practices for NetApp systems. Configuration will include the provisioning of storage to support our virtual environment, as well as the deployment and configuration of monitoring virtual appliances for reporting and data collection. The vendor will be responsible for managing the use of the 7-mode Transition Tool to simplify the migration of CIFS data from the old array to the new array. The vendor will provide implementation resources that are certified in NetApp with both NetApp Certified Implementation Engineer SAN and NetApp Certified Implementation Engineer Backup & Recovery in both 7-mode and Clustered Data ONTAP.

+ 5a
19 1 of 3

CAPITAL REQUEST FORM
For Items over \$1,000 each

If your department is not requesting any new Capital (Items over \$1,000) for the FY 2015 - 2016 please write none requested at the bottom of this form, sign and return to the Finance department.

DIVISION: Emergency Services

DEPARTMENT NAME: HazMat

DEPT. NUMBER: 5322

ITEM REQUESTED: Whelen Liberty II 54" Light Bar

SPECIFICATIONS:

Whelen Liberty II 54" light bar Model IX2RRRR For 2015 Ford F250

REQUESTED AMOUNT: 1,450.00

NOTE: Price should include taxes and shipping and handling charges.

WAS THIS PRICE OBTAINED THROUGH THE PURCHASING DEPARTMENT?

YES **NO**
(Circle one)

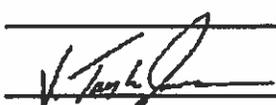
ITEM TO BE TURNED IN: None

JUSTIFICATION OF REQUESTED ITEM:

The lightbar is needed for the new HazMat vehicle that was acquired through grant 13SHSP17. The LEPC (Local Emergency Planning Committee) that oversees the HazMat funds, approved this purchase during their bimonthly meeting. There is a current balance of \$88,278.40 in the HazMat fund.

The Inner-Edge XLP is an extra low profile vehicle specific lighting system which comes with twelve Super-LED lightheads mounted in driver and passenger side housings. With a profile of only 3/4" in height the XLP lightbar eliminates flashback, provides more headroom, better field of view, and delivers multiple Scan-Lock flash patterns. The full featured XLP series is built using a sturdy powder-coated aluminum housing, removable lenses, and comes with a low power option. This system fits snugly against the front or back window of select Chevy, Dodge, & Ford model vehicles

SIGNATURE OF DEPARTMENT MANAGER/DIRECTOR:



SIGNATURE OF DIVISION DIRECTOR:

BUDGET TRANSFER

DIVISION: Sheriff's Office

9.11.15 DEPARTMENT: 5322 - HazMat

FROM:		TO:		AMOUNT:
TITLE	<u>Uniforms</u>	TITLE	<u>Capital</u>	
ACCT.#	<u>163-5322-000-280</u>	ACCT#	<u>163-5322-000-499</u>	\$ <u>1,450.00</u>
TITLE	_____	TITLE	_____	
ACCT.#	_____	ACCT#	_____	\$ _____

1,450.00

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

REASON:
Moving money to cover cost of Whelen lightbar requested & described in attached capital request.
Quote also attached with 7% tax noted.

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

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

DEPT. HEAD: _____ DATE: _____
 DIVIS HEAD: [Signature] DATE: 09/11/2015
 FINANCE: _____ DATE: _____
 ADMINISTRATOR: _____ DATE: _____

Journal Entry # _____ DATE: _____

Sales Quote

DANA SAFETY SUPPLY, INC
 5221 W. MARKET ST
 GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.:	161813
Customer No.:	ANDCO

Bill To:
 ANDERSON COUNTY SHERIFF OFFICE
 1019 DAVID LEE COFFEE PLACE
 ANDERSON, SC 29625

Ship To:
 ANDERSON COUNTY SHERIFF OFFICE
 1019 DAVID LEE COFFEE PLACE
 ANDERSON, SC 29625

Contact:
 Telephone:
 E-mail:

Contact:
 Telephone:
 E-mail:

Quote Date	Ship Via	UNIT F.O.B.	Customer PO Number	Payment Method		
09/11/15	GROUND	QUOTED FREIGHT	QUOTE LIGHTBAR	NET30		
Entered By	Salesperson	Ordered By	Resale Number			
MARK COWART	MARK COWART	STACY PRESSLEY				
Order Quantity	Approved Quantity	Tax	Item Number	Description	Unit Price	Extended Price
1	1	Y	IX2RRRR	WEC LIBERTY II 54" LIGHT BAR RRRR Warehouse: COLU INCLUDES THE STANDARD MOUNTING KIT OF YOUR CHOICE. PLEASE SPECIFY. SEE ATTACHED WIZARD — *****	1,315.0000	1,315.00
1	1	Y	MKEZ38	WEC LIT. MOUNT KIT FOR FORD 250 Warehouse: COLU	0.0000	0.00

Approved By: _____
 Approve All Items & Quantities

Print Date	09/11/15
Print Time	09:22:57 AM
Print Page No.	1

Subtotal	1,315.00
Freight	25.00
7% Sales Tax	\$93.80
Order Total	\$1,433.80

Printed By: MARK COWART

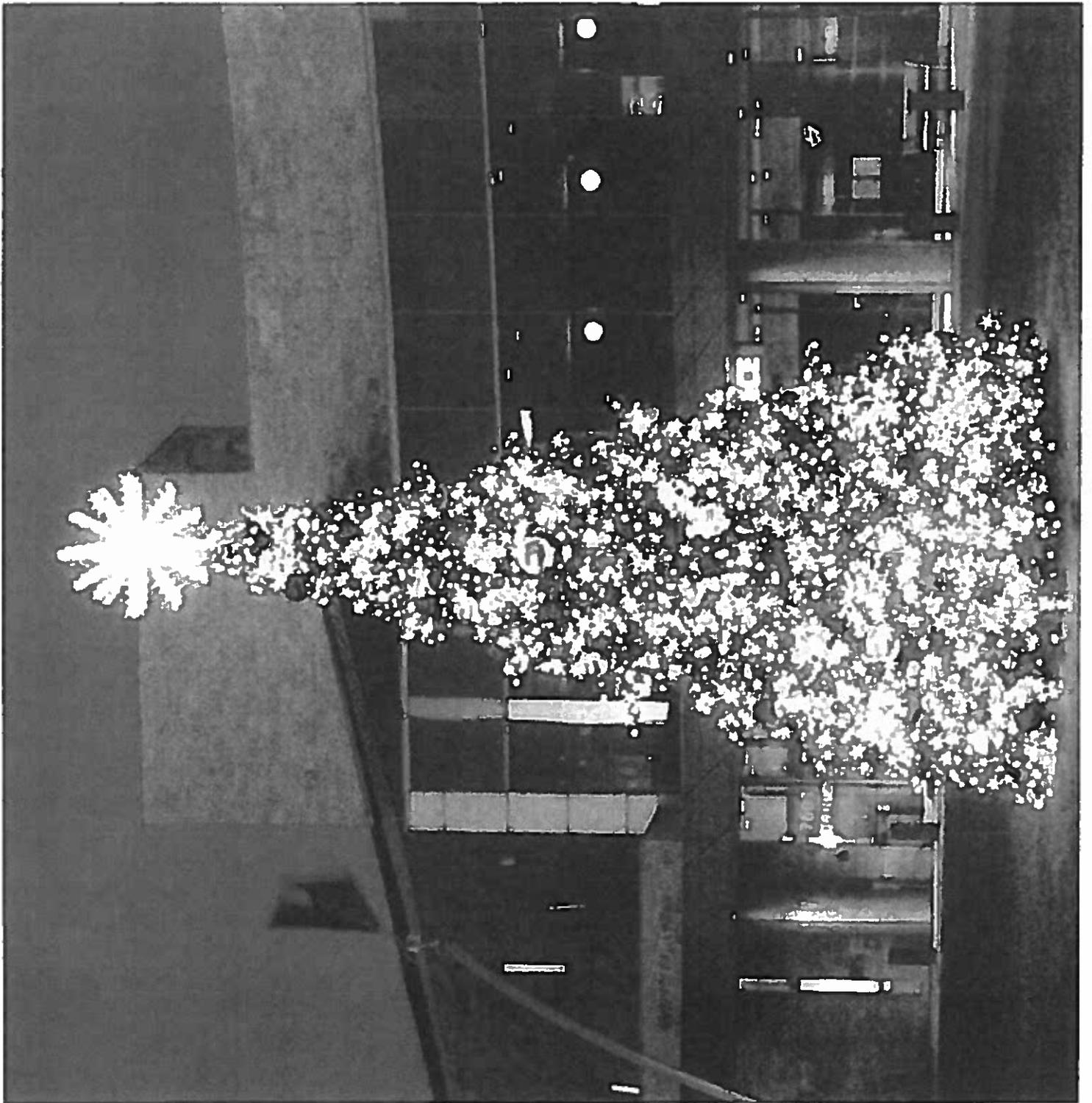
5 b
Pg 1 of 9

Live Tree vs. Artificial Tree

Live Tree	25'	30'
COST	\$1,000	\$2,000
DELIVERY	\$2,000	\$2,000
TRANSPLANT	\$1,500	\$1,500
TOTAL COST FOR REAL TREE	\$4,500	\$5,500
Artificial Tree (warranty is 5 seasons)	28'	30'
COST	\$20,804	\$24,255
S&H Free		
*Purchase of Live tree for 5 seasons		
Purchase of live tree (cost multiplied by 5)	\$22,500	\$27,500

10/27/2015

2-f9



From: Ros Smoot <ros@christmasdesigners.com>
Sent: Friday, October 23, 2015 12:02 PM
To: Teresa Bannister
Subject: RE: Quote for Anderson County
Attachments: Teresa Bannister 28' 10.23.15 pdf; Teresa Bannister 30' 10.23.15 pdf

Importance: High

Hi Teresa!

Attached are the two quotes, one for a 28' and a 30' Tree. Please let me know if you have any questions. We are down to 1 30' tree and 2 28' Trees, so stock is going quickly!

Once payment is received, we can get this shipped that same week. We have everything in stock and ready to go!

Thanks
Ros Smoot

**Christmas
Designers.com**

Sherman, TX Pompano Beach, FL Riviera Beach, FL

Main: 800-391-5280 Direct: 954-861-3296

www.christmasdesigners.com



From: Teresa Bannister [<mailto:tbannister@andersoncountysc.org>]

Sent: Friday, October 23, 2015 9:59 AM

To: Ros Smoot <ros@christmasdesigners.com>

Subject: RE: Quote for Anderson County

Importance: High

Good Morning Ros! County Council is reconsidering the majestic pine tree option, as a follow up to that I need to know the following:

1. Total price including decorations, topper, shipping and tax for 28' and 30' majestic mountain pine.
2. When order is place, the expected delivery time.

I look forward to hearing from you soon.

Teresa Bannister
Anderson County Administration
PO Box 8002
101 S. Main Street (29624)
Anderson, SC 29622
101 S. Main Street (29624)
864-260-1047
864-260-4548 fax

Tree Height	Base Diameter	Lighting Option	Light Set Color	# of Bulbs	# of Branches	Electrical Specs
30'	17"	5 mm Wide Angle Conical Commercial Grade LED Lights	Warm White	18,650	176	15.57 amps

Ornament Package

Package Type	Colors	Ornament Type	# of Ornaments
Large Ball Ornament Package	Avail in Colors of the Holidays, Blue and Silver, Red and Silver, Red and Gold or Red and Green	Combination of 6", 8" and 10" ornaments	557

Tree Topper

Topper Type	Lighting Option	Lighting Color	Electrical Specs
3' - 3D Snowburst Tree Topper	C7 Commercial Grade LED Retrofit Bulbs	Warm White	1.10 amps/120 VAC

Quantity	Description	Regular Price	Discount	Sale Price	Total
1	30' Christmas Tree - 5 mm Wide Angle Conical LED Commercial Grade Christmas Lights - Warm White	\$28,535.00	15%	\$24,254.75	\$24,254.75
1	Large Ball Ornament Package for 30' Tree	\$5,640.00	15%	\$4,794.00	\$4,794.00
1	3' 3D Snowburst Tree Topper	\$780.00	15%	\$663.00	\$663.00
				Sub Total	\$29,711.75
				Shipping	Free
				Tax	N/A
				Total	\$29,711.75

Questions about how to install our tree? Watch our quick installation video here: [Majestic Mountain Pine Installation Video](#)

Tree Height	28'	Base Diameter	16'	Lighting Option	5 mm Wide Angle Conical Commercial Grade LED Lights	Light Set Color	Warm White	# of Bulbs	15,650	# of Branches	146	Electrical Specs	13.06 amps
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Ornament Package

Package Type	Large Ball Ornament Package	Colors	Avail in Colors of the Holidays, Blue and Silver, Red and Silver, Red and Gold or Red and Green	Ornament Type	Combination of 6", 8" and 10" ornaments	# of Ornaments	467
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Tree Topper

Topper Type	3' - 3D Snowburst Tree Topper	Lighting Option	C7 Commercial Grade LED Retrofit Bulbs	Lighting Color	Warm White	Electrical Specs	1.10 amps/120 VAC
-------------	-------------------------------	-----------------	--	----------------	------------	------------------	-------------------

Quantity	Description	Regular Price	Discount	Sale Price	Total
1	28' Christmas Tree - 5 mm Wide Angle Conical LED Commercial Grade Christmas Lights - Warm White	\$24,475.00	15%	\$20,803.75	\$20,803.75
1	Large Ball Ornament Package for 28' Tree	\$4,795.00	15%	\$4,075.75	\$4,075.75
1	3' 3D Snowburst Tree Topper	\$780.00	15%	\$663.00	\$663.00
				Sub Total	\$25,542.50
				Shipping	Free
				Tax	N/A
				Total	\$25,542.50

Questions about how to install our tree? Watch our quick installation video here: [Majestic Mountain Pine Installation Video](#)

Adrienne Cole

From: Adrienne Cole
Sent: Monday, October 19, 2015 2:13 PM
To: Teresa Bannister
Subject: FW: Christmas Designers

From: Tricia Pittman [<mailto:tricia@christmasdesigners.com>]
Sent: Wednesday, September 30, 2015 12:33 PM
To: acole@andersoncountysc.org
Subject: Christmas Designers

WARRANTY
INFO:


Hi Adrienne,

The Majestic Mountain Pine Commercial Christmas Trees have a 5 season warranty on the frame/branches. There is a 3 season warranty on the WAC light sets on the trees.

As for the toppers the frame of the topper has a 5 season warranty, the retro bulbs do not have a warranty. If when you receive your topper and lights are out or damaged upon arrival please let us know as that would be addressed for replacements.

Please let me know if you have any questions or would like to order a tree and topper as I would be glad to assist you. You can reach me direct at 954-633-2168. Look forward to hearing from you.

Sincerely,
Tricia Pittman
Christmas Designers

Ps- I also left you a voicemail 9/30 approx 12:24pm

Commercial Indoor/Outdoor Christmas Tree - Majestic Mountain Pine

	30' Tree	28' Tree	26' Tree	24' Tree
Base Diameter:	11' - 17' with foliage	16' with foliage	15' with foliage	15' with foliage
# of Branches:	176	146	119	119
Type of Light Set:	5 mm Wide Angle Conical LED			
Grade of Light Set:	Commercial Grade, Long Life			
Bulb Color:	Warm White (Also available in Multi)			
# of Bulbs:	18650	15650	12950	10550
Wattage:	1790.4	1502.4	1243.2	1012.8
Amperage:	15.57	13.06	10.81	8.81
Weight:				
Tree Usage Rating:	Indoor or Outdoor Use			
Frame Type:	2' high strength concentric stacking frames			
Expandable Size:	Yes, additional rings can be purchased to increase the size of the tree.	Yes, additional rings can be purchased to increase the size of the tree.	Yes, additional rings can be purchased to increase the size of the tree.	Yes, additional rings can be purchased to increase the size of the tree.
Guy Line Attachment:	Yes, from inside center of tree			
Hardware:	Commercial Grade and Certified by UL (UL508)			
Electrical Harness:	14 gauge double strand wire with thermo jacketed 3 prong plugs	14 gauge double strand wire with thermo jacketed 3 prong plugs	14 gauge double strand wire with thermo jacketed 3 prong plugs	14 gauge double strand wire with thermo jacketed 3 prong plugs
Branch Garland Type:				
Steel Rings:	1" x .065 sq steel tubing ASTM A513	1" x .065 sq steel tubing ASTM A513	1" x .065 sq steel tubing ASTM A513	1" x .065 sq steel tubing ASTM A513
Estimated Price:	\$21,441.25	\$18,905.28	\$16,105.38	\$13,596.18

Estimated Price: Tree & Topper

\$22,278.50

\$19,742.53

\$14,433.43

Estimated Price: Tree, Topper, Decorations

\$28,759.75

\$26,223.78

\$23,423.88

\$20,914.68

Est. Topper: \$837.25

Est. Decorations: \$6,481.25

Tree Height	Base Diameter	Lighting Option	Light Set Color	# of Bulbs	# of Branches	Electrical Specs
34'	19'	5 mm Wide Angle Conical Commercial Grade LED Lights	Warm White	25,550	245	21.33 amps

Ornament Package

Package Type	Colors	Ornament Type	# of Ornaments
Large Ball Ornament Package	Avail in Colors of the Holidays, Blue and Silver, Red and Silver, Red and Gold or Red and Green	Combination of 6", 8" and 10" ornaments	764

Tree Topper

Topper Type	Lighting Option	Lighting Color	Electrical Specs
4' - 3D Snowburst Tree Topper	C7 Commercial Grade LED Retrofit Bulbs	Warm White	1.10 amps/120 VAC

Quantity	Description	Regular Price	Discount	Sale Price	Total
1	34' Christmas Tree - 5 mm Wide Angle Conical LED Commercial Grade Christmas Lights - Warm White	\$35,695.00	15%	\$30,340.75	\$30,340.75
1	Large Ball Ornament Package for 34' Tree	\$7,625.00	15%	\$6,481.25	\$6,481.25
1	4' 3D Snowburst Tree Topper	\$985.00	15%	\$837.25	\$837.25
				Sub Total	\$37,659.25
				Shipping	Free
				Tax	N/A
				Total	\$37,659.25

Questions about how to install our tree? Watch our quick installation video here: [Majestic Mountain Pine Installation Video](#)

Teresa Bannister

From: Ros Smoot <ros@christmasdesigners.com>
Sent: Monday, October 05, 2015 9:16 AM
To: Teresa Bannister
Subject: Christmas Designers Update

Importance: High

**Additional^{9 of 9}
Info from
Artificial tree
Provider**

Good Morning!

This is Rosalind Smoot from Christmas Designers. I was the one that sent you the quote for the 34' Majestic Mountain Pine Commercial Christmas tree.

We saw the article in your local newspaper and we felt that the reporter wrote it very one sided. We feel that you are making a great choice by going with an artificial tree over a real tree.

- A real tree that would match the height and volume of a 34' artificial tree is typically over 100 years old. This tree would have taken root before World War 1.
- Most of the real Christmas Trees over 25' in height are removed from active forest and not tree farms.
- Children's Medical Center in Plano, TX just switched from having a real 30' Christmas tree every year to a 30' Majestic Mountain Pine. They were spending \$20K plus per year on the real tree. We can get you in touch with this customer if you would like.
- Keep in mind that the Majestic Mountain Pine Tree comes with Professional Grade LED Christmas Lights. There are 511 light sets. If this same quantity of lights were added to a real tree, the light set cost alone would be \$5,672.00 plus an estimated \$8 per set for the labor to put these up in the tree and then remove them again the following year. So just the lighting cost alone would be \$9,760. Calculate in the cost of ornaments and a tree topper and the annual cost starts to get very expensive when looking at a real 34' tree.
- We have been using stacking frame commercial Christmas trees for our own installations throughout Florida for 30 years. Our oldest tree still in use is 21 years old (Branches and electrical wiring were replaced after 11 years).
- On a conservative cost basis, calculate a 7 year useful life on the artificial tree. You should get much longer out of it, but even using only 7 years, the cost is a fraction of what a real tree would cost once everything is figured in. And most importantly for most municipalities and government organizations, the environmental impact is significantly lower.

As you can see, the writer of that article missed some integral points about the Majestic Pine Commercial Christmas Tree. Please let me know if they would like to discuss anything about the tree because we would love to explain the above points to them.

Thank you for your time

Rosalind Smoot

**Christmas
Designers.com**

Sherman, TX Pompano Beach, FL Riviera Beach, FL

Main: 800-391-5280 Direct : 954-861-3296

www.christmasdesigners.com



BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: Between Departments

FROM:		TO:	AMOUNT:
TITLE	<u>Contingency</u>	TITLE	<u>Shelf Communcations</u>
ACCT.#	<u>001-5853-000-010</u>	ACCT#	<u>001-5161-000-306</u>
			<u>60,000.00</u>
TITLE	_____	TITLE	_____
ACCT.#	_____	ACCT#	_____
TITLE	_____	TITLE	_____
ACCT#	_____	ACCT#	_____
Total			60,000.00

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

REASON:

Error in entering budget number into AS400 during budget process. The amount that was needed for this account based in usage of previous year is \$75,000. When budget numbers were entered, \$15,000 was entered in error

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

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

DEPT. HEAD: _____ DATE: _____

DIVIS HEAD: _____ DATE: _____

FINANCE: _____ DATE: _____

ADMINISTRATOR: _____ DATE: 10-14-15

Journal Entry # _____ DATE: _____



#7
Pg 1 of 2

22 October 2015

Mr. Robert Carroll
Anderson County Purchasing Department
101 South Main Street, Room 115
Anderson, SC 29624

Via email rcarroll@andersoncountysc.org

Dear Mr. Carroll:

Fitch & Associates is pleased to respond to the request for quotation for the Scope of Work outlined in your email of October 16, 2015.

The overarching goal for the project is to support the County's decision related to future oriented options for EMS. Specifically, you seek recommendations on mechanisms for the provision of quality EMS services to all citizens; options to enhance service in underserved areas; and how to optimize the County's contributions. There were several informational objectives and suggested methods outlined. Summarized briefly they were:

1. Determine baseline operational and financial performance of the current contract partners,
2. Engage the squads by interviewing key personnel and receiving their input on what is required for them to continue to provide service—paying particular attention to overhead, debt and cost,
3. Develop an understanding of their billing processes to make sure that projected accounts receivable are reasonable,
4. Review call demand and the relationship of staffing and ambulance placement for both QRVs and ambulances,
5. Determine if there is a need to change or consolidate current response zones. and
6. Determine if there is a need for a new model and if so, provide an outline of that approach.

You want to make sure that the Consultant appropriately considers changes in demographics, health care reimbursement and delivery changes that may impact the system. You provided five potential system design approaches and request that we prioritize those and provide supplementary documentation to support our conclusions. The final project report is to be easy to read and understand.

EMS can be an emotional issue for all involved and therefore we utilize a structured approach to enhance the implementation success for projects of this nature. Our approach can be likened to a detailed exam performed by a physician specialist. In addition to reviewing reports from the primary care physician and interviewing the patient and family members, there are additional standard exam components and tests conducted to ensure that they don't inadvertently miss a critical element or misinterpret baseline data. In the case of reviewing an EMS System these elements include: reviewing clinical care and quality; operational performance metrics; a detailed fiscal analysis; review of the

2 of 2

Mr. Robert Carroll
Anderson County

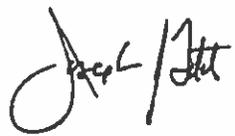
22 October 2015
Page 2

regulatory environment (state and federal); addressing any specific community dynamics that impact responses (such as your unique geographic/demographic issues); and fundamental system structure and oversight mechanisms.

The specific processes and staff members we will utilize to develop the recommendations for the specific tasks you've outlined was provided in our August 17, 2015 response to RFQ16-004. The professional services cost to perform this assignment is \$77,000. An additional \$6,000 was allocated to offset travel and other expenses resulting in a total investment by the County of \$83,000.

We appreciate the opportunity to provide this quotation. The team at Fitch & Associates looks forward to assisting you in making well reasoned EMS decisions that will enhance the quality of life for your citizens in the years ahead.

Sincerely,



Joseph J. Fitch, PhD
Founder and President



BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: EMS

FROM:		TO:	AMOUNT:
TITLE	<u>EMS</u>	TITLE	<u>Professional Services</u>
ACCT.#	<u>193-5972-000-310</u>	ACCT#	<u>193-5972-000-304</u> \$ <u>80,040.00</u>
TITLE	<u>Capital Purchases</u>	TITLE	<u>Professional Services</u>
ACCT.#	<u>193-5972-000-499</u>	ACCT#	<u>193-5972-000-304</u> \$ <u>2,960.00</u>

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

REASON:

To pay for the EMS study - Fitch and Associates

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

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

DEPT. HEAD: _____ DATE: _____
DIVIS HEAD: _____ DATE: _____
FINANCE: _____ DATE: _____
ADMINISTRATOR:  DATE: 10-30-15

Journal Entry # _____ DATE: _____

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence, Non-Profit Corporation

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

SOUTH CAROLINA GENEALOGICAL SOCIETY, INC. THE, a Non-Profit Corporation duly organized under the laws of the State of South Carolina on January 7th, 1971, has as of the date hereof filed as a non-profit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, and has paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-31-1404 of the South Carolina code and that the non-profit corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 23rd day of August, 2012.


Mark Hammond, Secretary of State



Exempt Organizations Select Check

[Exempt Organizations Select Check Home](#)

Organizations Eligible to Receive Tax-Deductible Charitable Contributions (Pub. 78 data) - Search Results

The following list includes tax-exempt organizations that are eligible to receive tax-deductible charitable contributions. Click on the "Deductibility Status" column for an explanation of limitations on the deductibility of contributions made to different types of tax-exempt organizations.

Results are sorted by EIN. To sort results by another category, click on the icon next to the column heading for that category. Clicking on that icon a second time will reverse the sort order. Click on a column heading for an explanation of information in that column.

1-1 of 1 results

Results Per Page

« Prev | 1-1 | Next »

EIN ▲	Legal Name (Doing Business As) ▲	City ▲	State ▲	Country ▲	Deductibility Status ▲
57-0618581	Anderson County Humane Society Inc.	Anderson	SC	United States	PC

« Prev | 1-1 | Next »

Government Services

Hugh Oldham
Linley Park

It's not often that I have to deal with the county's tax offices but when I do I'm reminded why I'm an ABC person (Anderson By Choice).

The personnel working at the Anderson County Annex are unfailingly polite, helpful and efficient; quick to return my smile and solve my issue.

I don't like paying taxes but, having lived in places where the government personnel are adversarial, the attitude displayed by Anderson County employees is refreshing.



Posted 18h ago to 4 neighborhoods

★ THANKED! ↩ REPLY 3 THANKS 3 REPLIES

Donna Wheeler, Linley Park

that was very nice. People are quick to complain, but usually slow to compliment. I'm a complimentary person myself and glad to see others give credit where credit is due. Thank you, and no, I'm not associated with any gov. service or whathaveyou. just saying how nice of you.

18h ago

★ THANK 1 THANK

Claire Warren, Linley Park



Claire Warren, Linley Park

What a great e-mail to read! I'd almost decide I was going to quit reading b/c of all the police complaints (when I've been a HUGE improvement since I moved here to the park). I also know (Army brat) how low our taxes are compared to other places in the country. Few people take the time to express compliments -- something that used to be very "Southern" -- and it was nice to read your e-mail. I've also noticed (I have a PO Box) that the folks at the Post Office are very patient and pleasant these days.

Thanks for sharing your good thoughts!

C.

16h ago



Patricia First, Linley Park

For the 8 years I have lived here everyone connected with the City of Anderson and Anderson County has been unfailingly helpful, polite, friendly and efficient. Even when planning my move when I was calling from Arizona with lots of questions everyone was wonderfully helpful, and interestingly, always told me how much I would enjoy living here. They were right!

14h ago

★ THANK

ADD A REPLY

