

ANDERSON COUNTY

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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
Office: 864-260-4062

AGENDA ANDERSON COUNTY COUNCIL *Regular Meeting – August 4, 2015 – 6:30 p.m.* Historic Courthouse – Council Chambers – Second Floor Chairman Tommy Dunn, Presiding

1. **CALL TO ORDER:** Chairman Tommy Dunn
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Ms. M. Cindy Wilson
3. **APPROVAL OF MINUTES:** July 13, 2015 meeting
4. **CITIZEN COMMENTS:** Agenda Matters
5. **TOWN OF IVA REQUEST FOR RADIO'S:** Mr. J. Mitchell Cole (allotted 10 minutes)
6. **ORDINANCE – THIRD READING:**
 - a. **2015-017:** An Ordinance amending Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map for major changes to the Midway Ridge Planned Development with +/- 12.81 acres of land, identified at Midway Road, Anderson, SC 29621, and further identified as TMS #147-00-07-005, et al (38 lots total). Mr. Michael Forman (allotted 5 minutes)
 - b. **2015-020:** an ordinance amending section 38-711 of the Anderson County Code so as to add a provision regarding improvements to county maintained roads. Chairman Tommy Dunn (allotted 10 minutes)
 - c. **2015-021:** an ordinance amending section 2-6 of the Anderson County Code so as to state a time frame for recipients of recreation fund appropriations to report on the use of such funds and the consequences for failure to report. Chairman Tommy Dunn (allotted 10 minutes)
7. **ORDINANCE – SECOND READING:**

2015- 022: An ordinance approving the grant of a water line easement to Powdersville Water District. Mr. Ken Waters (allotted 10 minutes)
8. **ORDINANCE – FIRST READING:**
 - a. **2015-023:** An ordinance authorizing pursuant to Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, the expansion of the boundaries of the joint county industrial and business park jointly developed with Greenville County, South Carolina to include certain real property located in Anderson County, South Carolina; the execution and delivery of an Infrastructure Credit Agreement by and among Anderson County, South Carolina, Homtex Weaving, LLC (“tenant”) and Wootten Properties SC, LLC (“landlord”) to provide for infrastructure credits Mr. Burriss Nelson (allotted 10 minutes)
 - b. **2015-024:** An ordinance authorizing pursuant to Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, the execution and delivery of an amended and restated Infrastructure Credit Agreement by and among Anderson County, South Carolina and Piedmont Coca-Cola Bottling Partnership to provide for infrastructure credits. Mr. Burriss Nelson (allotted 10 minutes)

9. **RESOLUTION:**

- a. **2015-041**: A resolution to change the designation of Emergency Services (Department 5212) to Emergency Preparedness. Ms. M. Cindy Wilson (allotted 10 minutes)
- b. **2015-044**: A resolution authorizing waiver of sewer impact fees for certain lots in Melrose place subdivision. Chairman Tommy Dunn (allotted 10 minutes)

10. **FULL COUNCIL VOTE ON PAVEMENT MARKING BID:**

Mr. Robert Carroll (allotted 5 minutes)

11. **REQUESTS BY COUNCIL MEMBERS:**

All Districts (allotted 14 minutes)

12. **ADMINISTRATOR'S REPORT:**

Mr. Rusty Burns (allotted 2 minutes)

- a. 2015 Community Forestry Finance Assistance Program

13. **CITIZEN COMMENTS:** Other Matters

14. **REMARKS FROM COUNCIL MEMBERS:**

15. **ADJOURNMENT**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL CALLED COUNCIL MEETING
JULY 13, 2015

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

ALSO PRESENT:
RUSTY BURNS
KIM POULIN

1 TOMMY DUNN: If you would I'd call this
2 meeting to order of July the 13th County Council. At
3 this time we all rise to Invocation and Pledge of
4 Allegiance.

5 **(INVOCATION AND PLEDGE OF ALLEGIANCE BY TOMMY DUNN)**

6 TOMMY DUNN: If you would, could I ask
7 EMS Advisory Board members to come up to the front and
8 stand here so we can see them. If y'all wouldn't mind,
9 I'm going to ask y'all to introduce yourself so
10 everybody will know everybody. And I know Ms. -- I
11 know two of you ain't here. I know Ms. Sloan's not
12 here. I talked to her and somebody else. Mr. Peace,
13 introduce yourself, please.

14 DONALD PEACE: Dr. Donald Peace.

15 TOMMY DUNN: District 5. Thank you.

16 Mr. Mack.

17 ROY L. MACK: Roy L. Mack, M-A-C-K.

18 TOMMY DUNN: Thank you, Mr. Mack.

19 TERESA MORGAN: Teresa Lott Morgan, District
20 7.

21 ERMA KINNEY: Erma Kinney with District 6.

22 TOMMY DUNN: Thank you.

23 HILDA HARVEY: Hilda Harvey, 1.

24 TOMMY DUNN: Thank y'all very much. I'm
25 going to start off saying I appreciate each and
26 everyone of y'all taking time to serve Anderson County.
27 Appreciate it very much what y'all do. The reason I
28 called this meeting tonight was two-fold. Heard y'all
29 had a meeting the other night and had some questions
30 might not been satisfied or couldn't get the answer or
31 didn't think good. I'm a big believer -- come up
32 through the fire service. I want to stop rumors. I
33 already heard a couple of them today going around. So
34 that's what I'm having this meeting for. Heard Mr.
35 Stoller called an emergency meeting tonight and do
36 this. Think the Council is going to take no action
37 tonight. Ain't about that at all. It's about y'all
38 had a meeting Thursday night or whenever it was and had
39 some issues come up and I'm here to -- and the rest of
40 the Council is too -- and I invited them to make sure
41 see if we can get to the -- get y'all answers that
42 y'all need. Anybody want some anybody else. Who wants
43 to start off?

44 TERESA MORGAN: I appreciate y'all having
45 this meeting and allowing us to come before you. The
46 first thing is, we are very proud of our Council and
47 our county and we are proud to be a part of it. Some
48 of the issues that came up the other night literally
49 were because some things have gone on in one of our
50 districts that we were not made aware of until after

1 the fact, which is not unusual. I think -- I did take
2 a poll of the Council -- I mean the commissioners that
3 were there to ask them how often we actually talk to
4 our Council person. And Ms. Wilson is mine and we talk
5 frequently. I generally call her after each meeting to
6 let her know what's happened. And so I think there's
7 just been a breakdown in communication.

8 I think that we think about things -- I think
9 the biggest thing is perception. How we all perceive
10 things occurring rather than really looking to see what
11 was meant by both sides. So all we want to do is to
12 make sure that we've honestly looked at every avenue we
13 possibly can to do the best we can for the citizens of
14 this county with EMS.

15 I've been a critical care nurse now, and now I work
16 pediatric at home on ventilators so EMS is very
17 important to me. I've been a nurse for thirty-seven
18 years. And I just want to make sure that everything is
19 right because I have been in the back of that ambulance
20 with people and making sure they're getting there. And
21 right now we have got the most amazing situation here
22 in Anderson County with EMS, especially in comparison
23 to the rest of the counties in the state of South
24 Carolina. I think we've been put into this position by
25 Medicare, Medicaid and the new plan of action and I
26 think that it's -- you know, we have to work even
27 harder to come together to be as amicable as we can
28 trying to take care of our citizens.

29 So all we ask -- all I ask -- is that everyone
30 have the same relationship that me and Ms. Wilson have
31 as far as being in contact with each other. There's a
32 lot of things she could not tell me, which I understood
33 that. But what I guess I don't understand is why could
34 we not sit down, the Council and the commission, when
35 this issue came up in Williamston, sit down together
36 and try to find out what we exactly we were going to
37 do. Next thing I heard, like yourself, I heard rumors
38 that the mayor of Williamston was asking for meetings
39 behind closed doors. I don't know. I wasn't there.
40 It's perception once again. So I'm just trying to make
41 sure that we're doing everything we possibly can in an
42 open manner and for the best of our citizens. Thank
43 you.

44 TOMMY DUNN: Thank you. I just want to
45 state that this Council's goal and certainly is mine
46 about doing what's best for the citizens of Anderson
47 County. We definitely got to do something. And as far
48 as the situation of the Advisory Board, anytime any of
49 y'all -- each one of y'all been appointed by Council
50 District. Any time y'all got any questions or

1 comments, you need to call your Council person and ask
2 and find out what you call it. If you can't get the
3 answers, you think you know, they should be able to get
4 them for you. Myself, the Williamston situation sort
5 of little bit -- y'all's rumors and this and that and
6 the other going around, but this thing happened pretty
7 quick. And it was acted on quick for the best interest
8 of the citizens over there and the county as a whole,
9 what was done.

10 Just want to thank -- couple of things been out
11 there about the authority, what the Administrator done.
12 He had full authority to do what he done. Council give
13 it to him. Told him to make sure the situation, that
14 the citizens in Williamston had EMS protection.

15 TERESA MORGAN: Yes, sir.

16 TOMMY DUNN: Do what's best. And that's
17 what he done.

18 Second thing. I know it's been brought up by
19 somebody about a contract and why -- was it open.
20 Everything we done was legal and open and contracted on
21 -- in contact with the attorney, hand in hand about it.
22 Certain things is done, everything ain't done on a bid
23 -- what you call a bid process or procurement process.
24 It's done, you got professional services comes up it's
25 under a different thing than emergency situation. And
26 all this is looked at and done and on the short thing.
27 I know it's been contacting -- question about Squad 9
28 or Greg Shore's EMS service not having a contract right
29 now around the city of Anderson. And the reason that
30 don't we in a hold and looking at everything about the
31 EMS system -- I get to that in just a minute -- and you
32 don't give no contract to nobody when you're sitting
33 here and don't know what you're going to do. But we
34 got to do something in Anderson County. I'll agree
35 whole heartedly we got a great system and a good
36 system, but that don't mean it can't be better, because
37 what we got ain't -- we just start off ever what we get
38 is money. And I know it takes money. I've got a
39 letter up here right now from Pelzer asking for more
40 money. There ain't no money -- we can't raise -- state
41 law won't let us raise taxes enough to give EMS
42 everything what they want. We give them all -- what
43 they can get doing something or other. Can't operate
44 on the money we give them. And we can't give you no
45 more. We got to figure out a solution to this and do
46 something or another. Wouldn't y'all agree?

47 TERESA MORGAN: Yes, sir.

48 TOMMY DUNN: And that's what we -- that's
49 what we in the process of trying to work through. The
50 Council has asked the Administrator to look out for a

1 consultant to come in, talk -- look at the county, look
2 at our system, how can we improve, how we can tweak it,
3 what needs to be done to it. And at that time, when
4 there's one hired and one's talked about when done,
5 everybody, Advisory Board, EMS people, everybody will
6 be brought up to that discussion about what it is. And
7 that's where -- y'all know now -- y'all know just as
8 much as I do and y'all over there probably know more
9 about Williamston situation than I do.

10 TERESA MORGAN: May I?

11 TOMMY DUNN: Yes, ma'am.

12 TERESA MORGAN: This isn't the first time
13 we've had a problem with Williamston. Ms. Wilson, if
14 you recall, I don't even -- it's probably been ten
15 years ago at least, we had a similar issue. And so,
16 Belton and Pelzer and Metro, I believe, they all
17 stepped up to the plate and offered to kind of come in
18 as a triangle and take care of the situation. It's my
19 understanding at that time -- and please correct me --
20 that that was going to be a feasible way of doing it
21 and it wasn't really going to cost us any more to do it
22 that way. That's what I'm talking about.

23 TOMMY DUNN: Well let me -- excuse me
24 right there. It ain't costing -- we're saving money by
25 the route we're going now. It ain't cost us no more
26 money.

27 TERESA MORGAN: Well, and I understand that.
28 But what I'm saying is, if we had gotten together -- if
29 the Administrator or yourselves had called and said,
30 you know, we need to kind of hash this out real quick.
31 So we need to have an emergency meeting just like we're
32 having tonight. And sit down and say does anybody have
33 a solution? This is what we have to offer. This is
34 what we see feasible. Because everybody on this
35 commission -- the majority of us have a medical
36 background. The majority of us -- I've worked with Dr.
37 Don Peace for thirty years, I guess. Ms. Sloan, I
38 worked with her in the emergency room for five or six
39 years. So we've got the knowledge to try to help you
40 on that level. No, do we have financial backgrounds?
41 No. I have to balance my budget, but I don't have to
42 balance anybody else's budget.

43 But if we could sit down when all -- something like
44 this comes up with whatever commission you've got and
45 say, okay guys, this is why we have appointed you. We
46 want to rack your brain here. We want to use every
47 resource we've got to try to come up with it. I
48 understand that in this particular situation, you
49 didn't -- maybe haven't been involved with the
50 Williamston situation as long as I have. I've been --

1 I was on the board in Belton from '91 till I was
2 appointed by Ms. Wilson. So I was very much there in
3 the heat of things when we had problems to begin with.
4 Do I have all the answers? No. I'll be the first one
5 to admit that. But I do have the best interest, as you
6 do, for the people of this county and whatever that
7 takes for us to ensure that, not just physically, but
8 financially, we're here to do that as a group. We're
9 not the enemy.

10 TOMMY DUNN: And that's what -- like I
11 said a few minutes ago, once we get a report back and a
12 study whatnot, we want to work hand in hand with the
13 Advisory Board. That other night or the other week
14 when it happened, was a pretty quick thing. Don't
15 think every options wasn't looked at and the Council,
16 along with the Administrator, thought we come to the
17 best solution for the people of Williamston in the long
18 term.

19 TERESA MORGAN: And I'm not denying that at
20 that moment, but do you understand where I'm coming
21 from?

22 TOMMY DUNN: Yes, ma'am.

23 TERESA MORGAN: Well, I appreciate you
24 taking ---

25 TOMMY DUNN: And that's why I say,
26 anytime you feel like that, I wish each of you or one
27 of you or whatnot would pick up the phone and call our
28 Council members.

29 TERESA MORGAN: I did.

30 TOMMY DUNN: Go talk to them.

31 TERESA MORGAN: I did. Thank you.

32 TOMMY DUNN: Okay. Yes, ma'am. Anyone
33 else on the commission want say anything? Mr. Allen?

34 TOM ALLEN: Yeah, I just have a
35 question. You know, looking at the survey that was
36 done, I think you've all seen this, about the squads
37 and the net income or losses. And a whole lot of them
38 in here show net losses for the year in dollars. And
39 you had mentioned Medicare, Medicaid and probably the
40 new Obamacare or Affordable Health Care plan, whatever.
41 My question is, money's been lost here. Do you foresee
42 losing more money in the future because of the way the
43 healthcare system is set up nationwide? Yes or no. I
44 -- in other words, I don't know how it affects you.
45 Maybe somebody could explain that. Thank you.

46 DONALD PEACE: Well, I don't know that I'm
47 an expert. I've written two published articles on the
48 Affordable Care Act and Medicaid expansion process.
49 And this is a challenge that I think we're only on the
50 verge of. I can see where in the next number of years

1 it's going to dramatically get worse unless we have a
2 better and more substantial plan for paying for
3 healthcare in our communities.

4 But in the shortfall, I see where -- that we can
5 only continue to lose funds. Obviously the cost of
6 care from the side of the individual in terms of what
7 we pay with our rates, are substantially higher than
8 what they have been before, even with the insurance
9 exchange for those persons who are not fortunate enough
10 to be employed and have some substantial compensation
11 through their employer to help offset some of those
12 expenses, we're just seeing that that cost of care
13 going dramatically higher and higher every day.

14 And so, to answer your question in a short way, I
15 personally don't see how we can not continue to bleed
16 to death as we have continued to do -- to do. And my
17 hat's off truly to the EMS personnel in our community
18 here. They're doing an incredible job trying to
19 maintain a quality of care and a continuum of care from
20 the patient's home to the hospital bedside, getting
21 them from Point A to Point B. And I think they're doing
22 an outstanding job.

23 Truly we recognize there are some substantial
24 shortfalls in funding and financing and from the tax
25 infrastructure that you guys provide for these agencies
26 to sustain. That's only -- we understand that
27 shortfall. I just think we're going to continue to see
28 these kinds of things. Cost of care is going to
29 continue to rise. Our payrolls -- our bank accounts
30 continue to shrink and the cost of living continues to
31 increase and the cost of care is going to continue to
32 increase. So we're caught in the middle. And my hat's
33 off to these EMS squads who get out there and do the
34 best they can and manage their funds the best they can.
35 But quite frankly, I think many of them are in just a
36 severe losing process. It's going to be very difficult
37 for them to ever maintain that type of care that maybe
38 they could have done a number of years ago with the
39 same amount of funding.

40 TOM ALLEN: And I, too -- I want to add,
41 I think what the EMS crews do is fantastic, and I thank
42 you. I sincerely do. What would we do in this county
43 without you? And I understand the situation you're in.
44 And you stated that medical care costs will continue to
45 rise, but is there a why, an answer to that? What's
46 causing them to go up? Do you know?

47 DONALD PEACE: Well ---

48 TOM ALLEN: I don't mean to put you on
49 the spot. I don't ---

50 DONALD PEACE: It's okay. I live on the

1 spot. So that's okay.

2 I think, honestly, we were not ready to have the
3 Affordable Care Act thrust upon us. We had worked,
4 ideally since 1968, under a financed healthcare system
5 that's predominantly governmentally funded. And so we
6 have seen that grow -- that growth and development in
7 both from the federal fiscal side of the House
8 providing funding to our healthcare infrastructure to
9 now that dwindling amount of money going into the
10 infrastructure. Keep in mind, too, we have so many
11 more people on the boat, as it were, requiring
12 healthcare that's not being compensated by employers or
13 out of pocket. And of course, the Affordable Care Act
14 was really, truly, put in place to try to provide a
15 greater expansion to numbers of persons who are able to
16 get that healthcare resource. But what it failed to
17 do, and I don't mean to be preachy here, but what this
18 failed to do, is we're not -- we don't have enough
19 money going into the system to keep it viable. And so,
20 that's on a macro level. On a micro level we certainly
21 understand. We have fiscal constraints from your
22 perspective. Folks, they have the constraints of many
23 things going on on their side. They have persons that
24 they go and in good faith attempt to provide good
25 quality care to, get them to their local hospital and
26 expect the measure of compensation on behalf of that
27 person's insurance or out of pocket. Many times these
28 organizations are not being compensated at all. The
29 individual may not pay their bill. Or, you know, it's
30 a loss. So it's a significant problem, and yes, I
31 expect this is going to continue to exacerbate and get
32 worse over the course of time.

33 TOM ALLEN: And I think, well, like you
34 said, there are more people entering into the system
35 and that's -- us baby boomers can take some of that
36 blame. There's a lot more of us out there needing more
37 care now than there were before.

38 DONALD PEACE: Yeah, I am one of those
39 boomers and I'm consuming as much as I can today.

40 TOM ALLEN: But you mentioned the cost
41 care going up and this is something that I know there
42 was an article in the Charlotte Observer and then there
43 was one out of a Nashville newspaper and they're
44 talking about the cost in states of health insurance
45 going up any place from eighteen to almost forty
46 percent over the next year. So we're all going to be
47 in this boat. And I look at these numbers here. If
48 the county was to try and make you whole, each
49 department, I don't know where we'd get that money
50 from, either. That's a lot of money.

1 DONALD PEACE: Absolutely. And see, these
2 are individual businesses out here, as it were, and you
3 guys are providing some substantial assistance. But by
4 no means are you compensating all of their needs. And
5 I don't know that we can, as a county.

6 But first of all, I just want to say my hat's
7 off to Mr. Burns, who was called the other night, as a
8 means of trying to find some answers. We were being
9 posed with some very serious questions that we had no
10 response to. And my hat's off to you, Mr. Burns, for
11 your willingness to come and, or at least by phone,
12 being able to speak with us and answer some questions
13 that seemed to ameliorate some of the concerns that
14 were being addressed to us. So thank you very much.

15 TOM ALLEN: I thank you. And again I'll
16 kind of reiterate what Mr. Dunn said. What was done
17 here the other night was more or less an emergency
18 stop-gap measure. There's -- you know, we're still
19 trying to figure out what we really need to do. Thank
20 you. Mr. Chair.

21 TOMMY DUNN: Mr. Waters?

22 KEN WATERS: You had mentioned you had
23 written a couple of articles about the Affordable Act
24 Care. Was that correct?

25 DONALD PEACE: Yes, sir.

26 KEN WATERS: Did I hear that? I've read
27 some of the summaries and from what I understand this
28 thing's going to level out in the negative run of it.
29 No matter what we do, it's going to level out and be
30 equally a loss. Is that correct?

31 DONALD PEACE: It's going to be a -- it's
32 always going to be a loss. Anytime that you have more
33 people consuming than the amount of dollars going into
34 the system -- and you know, I'm sort of a country boy
35 at heart here. But I always learned when you're in a
36 hole, quit digging. We haven't learned that as a
37 culture yet.

38 KEN WATERS: That's correct. That's
39 correct. And so, from what I see I agree with what,
40 what I've read.

41 Now, to get back to what we're here for, is
42 the EMS. You guys as an Advisory Board, I appreciate
43 everyone of you taking your time to come do this. But
44 there are going to be things -- we've been working on
45 this probably -- I think it's been ever since I've been
46 here, this has been an issue. And it's not going to
47 get fixed over night, just as you heard the doctor say.

48 Now, all seven of us up here were elected by
49 the people to make decisions. And I take my job
50 serious. I'm going to make a decision. Now, just

1 because you guys don't get a call and we don't ask you
2 individually what you think, that's probably how it's
3 going to happen. Because you are an advisory
4 committee. And I appreciate what you do, don't get me
5 wrong, but when it comes time to make a decision, I'm
6 not afraid to do that. And with the information we
7 get, we're looking at about four or five years worth of
8 information and there's still not a good answer and
9 from what it looks like in the future there's not going
10 to be a good answer. The cards we've been dealt, we're
11 going to have to make the decision and so you're just
12 going to have to trust us on that.

13 Thank you, Mr. Chairman.

14 TOMMY DUNN: Thank you. Mr. Crowder.
15 Mr. Crowder.

16 FRANCIS CROWDER: Oh, got to put on my
17 speaker. I actually put a BQ on my thing. Stands for
18 Be Quiet. Well, I don't want to boast, but I've
19 followed the Affordable Care Act since they first
20 drafted draft one. I've read every line of it. The
21 first version, the second version, the third version,
22 the fourth version, the fifth version, the sixth
23 version, the seventh version and the final version.

24 And first of all, South Carolina has been
25 identified as one of several states that are under
26 extreme scrutiny by CMS because of the possibility of
27 over-billing, fraud. Not in our county. And so that
28 has actually placed a significant burden on people like
29 you. I greatly appreciate what you do, because I'm a
30 great believer that if you involve people in the
31 decision-making, it will be more acceptable. I hate to
32 force anything down anybody's throat. Because if you
33 do, people are going to buck up. I'm just that
34 country.

35 Secondly, it is my thought, after looking at
36 the data and analyzing it, that probably one of the
37 problems that you're dealing with is the fact that
38 services that are non-emergent, that are convalescent
39 care, has probably significantly destroyed you, for
40 lack of a better word. Is that true? In other words,
41 carrying people to clinics for dialysis and other
42 things. And so, consequently, I see your business as
43 two types of business, even though you run a squad.
44 You actually have a squad that provides emergency care
45 and you're a squad that provides convalescent care.
46 And in my mind that's two different cost centers. And
47 so, I hope whomever the county selects to do the study
48 will keep that in mind. I hope that they're going to
49 select somebody who are just not counters or bean
50 counters and I don't mean that in a disparaging word,

1 to do the study because there are firms around the
2 country that specialize in this type of environment.
3 And I feel like, as a part of that study, the Advisory
4 Committee should be part of that team that has input
5 into that study. And not be the recipient of the
6 report after the fact. Does everybody hear that?
7 That's my opinion. My other Council members may not
8 share that. I only can speak for myself. But of
9 course, on Council it takes four votes to make anything
10 pass. I do appreciate what you're doing. I know it is
11 a challenge. I actually have spent hours and hours and
12 hours in spare time that I've had lately because I
13 haven't felt too good, in reading up on the different
14 models of providing both convalescent care and
15 emergency medical services ranging from the county-run
16 model, the hospital-run model, ABC model, XYZ model.
17 And there's no one model that fits everything. That's
18 not to say that you cannot come up with a model that
19 will suit Anderson County. But I think that's going to
20 be highly dependent upon the input of all those who are
21 involved. I think citizens need, to an extent, to have
22 input into how emergency services are going to be
23 provided in Anderson County, because I was the
24 recipient for that kind of service four weeks ago when
25 I had to call 9-1-1 and be taken by Med-Shore to the
26 hospital, to ER, which I would give a C or a D for the
27 service, not of Med-Shore but of the emergency room.
28 And so I had a great appreciation of what went on. I
29 looked at everything they did, you know, including the
30 stuff sticking in my arms and the EKG machine being
31 read. And so that gave me a first hand appreciation of
32 what you do and what your staff does. And I can tell
33 you that the people who served me operated in a
34 technically wonderful fashion as well as being
35 compassionate about giving the care that they give.

36 I say that because often that is not the kind
37 of response you can get in institutional healthcare.
38 It has to be based in a level of service where people
39 put their all in it and I think Anderson County EMS
40 providers do do that. And so, with that, it may seem
41 like I was wandering, but I really was not. I knew
42 what I wanted to say, but I just didn't know quite how
43 I wanted to say it.

44 So thank you, Mr. Chairman, and like we would
45 say in Congress, I turn the rest of my time over to
46 you.

47 TOMMY DUNN: Thank you. Ms. Wilson?
48 CINDY WILSON: May I? Oh, thank you, Mr.
49 Chairman. There's no question that when our citizens
50 dial 9-1-1 they expect help within ten minutes and

1 great help and we've been blessed in this county. I
2 know of no complaints for the last several years as far
3 as the quality of care and the response time. It's
4 been an incredible collaborative effort. We have a
5 good Advisory Commission, we have the Chief's Squad and
6 we have the individual squads. And it seems that our
7 dispatch has done a good job, too.

8 What we have now, with the advent of the
9 Affordable Care Act, we have the shifting sands of
10 requirements and it's very difficult for an individual
11 squad to even begin to keep up with the demands. You
12 have the training aspect of it, you have the billing.
13 And in the years past, the convalescence transport
14 pretty much helped support each squad. And there were
15 several things that happened over the years to really
16 wipe the -- knock the feet out from those efforts. For
17 example, I remember several years back a lot of the
18 squads went out and bought more units and then former
19 Governor Sandford then decreed that there would be some
20 group out of Missouri, I think, to do that. So the
21 squads that had just bought new equipment, hired new
22 people, they were left in a jam.

23 So we've had, you know, all kinds of scenarios
24 for the squads to deal with. And they all started out
25 as volunteers borrowing or driving a hearse and it's --
26 it has morphed to this level. And the county and our
27 squads have done a remarkable job adjusting until
28 recent years -- well, until this past year. I know one
29 squad requested that we meet and we talked with
30 Congressman Jeff Duncan and his office because that
31 particular squad was almost totally put under
32 financially because they had been taking a lot of
33 people for convalescent routes and so forth. Their
34 billing -- their revenues were not there. They were
35 being denied approvals and so forth all of a sudden.
36 And they made the simple request through Congressman
37 Duncan's office, they said that they knew there would
38 be another wave of this hitting this fall and they
39 requested that there be some training put in place
40 before that deadline and maybe a phase-in time of a
41 month or two to give them time to adjust. And it seems
42 that as we move through coming up with a model, it will
43 be difficult to have a model that will work now that
44 will work in five years. We've already learned that
45 things have changed so rapidly. But the important
46 thing is so far we've been able to adjust to
47 accommodate all this. We've had one squad that kind of
48 fell by the wayside, but another one stepped up to the
49 bat to carry it on. We're either out of contract or at
50 contract deadlines on some of these agreements and it's

1 been very difficult to figure out how to proceed. So
2 it's going to take all hands on deck to come up with
3 something that will work and have measures in place,
4 perhaps, that give us some adjustability to increased
5 demands and so forth. We know we have an increasing
6 population. We know we've got traffic increasing.
7 That compounds the difficulties for response times.

8 And I know in reading the EMS agreed-upon
9 procedures that Mr. Green was kind enough to work
10 through with each squad, because each squad originated
11 and evolved individually, the accounting for each squad
12 is so dramatically different. And some squads were
13 more dependent on convalescent transports to provide
14 them that base foundation of financial security. And
15 others relied more on the county tax funds that we
16 provided. But it may be time that we pull everybody
17 together and look at some kind of -- as per the
18 recommendation in this report, we look at providing
19 some stronger leadership and direction with the squads
20 in areas of communication, financial training, billing
21 training and the actual training for the emergency
22 care. And perhaps we need to work better on our
23 communication and come up with some common grounds
24 before we head off to areas where some of the squads
25 might have particular differences.

26 But, anyway, I have to say thank you. I've
27 been a recipient, like Mr. Crowder, of our EMS and I've
28 never been so grateful to see squads arrive in all my
29 life as when Williamston and Med-Shore on various
30 occasions came to our -- the rescue in my family and
31 out at our farm. It was just -- it was breathtaking
32 how quickly the help got there and how professional the
33 triage efforts right there on the ground communicating
34 to hospitals and other doctors. We can take great
35 heart in knowing that we do have incredible
36 professionals who do have great care and compassion for
37 their fellow man. So I think that there's a good
38 chance we get this figured out in the not too distant
39 future. Thank you.

40 TOMMY DUNN: Thank you. Mr. Cole.

41 MITCHELL COLE: I, too, have a great
42 appreciation for the rescue squads. My dad was a
43 member of the Fort Rescue Squad for about twenty years,
44 till the education requirements outgrew his education
45 and he couldn't do it anymore. Bottom line, it is all
46 about money and we've got to figure out a way to make
47 it viable for everybody. Working together there's a
48 way we can do that. Thank you.

49 TOM ALLEN: Mr. Chair.

50 TOMMY DUNN: Again. Go ahead, Mr. Allen.

1 TOM ALLEN: Well, just very quickly, to
2 cut to the chase. We've all said a lot of things up
3 here tonight that we kind of all know. But what we
4 need are answers. And even though we will have a
5 survey done and an audit team come in or whatever you
6 want to call them, we're going to have anybody to look
7 at the uniformity of the squads and the way they're
8 going to run?

9 TOMMY DUNN: What I envision and what the
10 Council asked, is a consultant, come a group that
11 specializes in EMS to come in, not audit nobody, but
12 come and look at our system.

13 TOM ALLEN: As a consultant. But I
14 would say the EMS committee, your input will be
15 extremely important. And if you folks could put
16 something together, you know, put it in writing. Step
17 one, two, three, four, five, six, seven, eight; here's
18 how we think we can do things a little better. We can
19 be more uniform. You may not -- you may still be in
20 the red on dollars, but your input's going to be very
21 important and I would hope you would let me know --
22 I'll be more than happy to talk to you. But you know,
23 we need to have your input to go along with this survey
24 that's going to come up. So, that's all I had to say.

25 TOMMY DUNN: Thank you, Mr. Allen. I
26 just want to say again, appreciate everybody and
27 thankful for what everybody's done. But this -- to
28 come in, there's no easy answers, I just want to make
29 it clear, you know, when this Council come on a few
30 years ago, we put more money in EMS than was there
31 before. And we're still not enough. We still have one
32 go under. So we can't just keep doing the same old,
33 same old what we're doing. And that's what we got --
34 we got -- we have fixed a couple of little spots. We
35 still got dead areas in Anderson County. We shouldn't
36 have these spots. Because, as Ms. Wilson said,
37 response time, it ain't the same in the county. We
38 need to fix it that way. We need the same -- it
39 shouldn't matter if you have a heart attack and need
40 medical care in Pendleton, Iva or Williamston or
41 Anderson, or whatnot, you ought to get the same level
42 of patient care. That's this Council's goal. I hope
43 -- hope it's -- and to get the most when you have our
44 money.

45 But like I said, even if we -- if this Council
46 wanted to, we can't raise taxes by state law to give
47 everything we want to. Just can't. So we've got to
48 look at everything. And I don't want to be in no way,
49 shape or form said a while ago, that y'all wouldn't
50 have no input in this thing. But this consultant comes

1 in -- I've been talking to the Administrator about when
2 he pick one -- it'll be somebody that don't know
3 nothing about Anderson County, non-biased, and they
4 going to ask input from y'all and everything in the
5 survey and Mr. Allen said survey. But I think it's
6 more of a study what we got and issues and this will be
7 a company that specializes in this kind of thing and
8 see what we can do to get the best things for our
9 citizens of Anderson County.

10 And I do appreciate y'all's time tonight. Mr.
11 Burns, any citizens -- yes, ma'am? If you would, step
12 up to the mic so we can hear you.

13 ERMA KINNEY: Ms. Wilson had a very valid
14 point. She said lack of communication.

15 TOMMY DUNN: Yes, ma'am.

16 ERMA KINNEY: And that's what we have so
17 desperately needed. And at the meeting the other night
18 -- at the meeting the other night -- at the meeting --
19 thank you. At the meeting the other night, one of the
20 chiefs pointed out to us that an audit had been made,
21 which I think is wonderful that we would have that
22 made, and the study was done on the financial aspects
23 of it. But they knew nothing about the audit until it
24 was done. Then they ---

25 TOMMY DUNN: Excuse me, ma'am. Who
26 didn't know nothing about it?

27 ERMA KINNEY: The chiefs. And then the --
28 they had never received any follow-up work or
29 correspondence on the results. We're going back to the
30 lack of communication. And I think that's what we as a
31 Commission are so interested in being. Is there any
32 purpose for us?

33 TOMMY DUNN: Yes, ma'am.

34 ERMA KINNEY: You know, there hasn't
35 seemed to have been.

36 TOMMY DUNN: Well, that's what we need to
37 work on. You got some things in y'all's job
38 description that needs to be tweaked and we're going to
39 do that at next Council meeting.

40 ERMA KINNEY: Just communications ---

41 TOMMY DUNN: It is. Communication is
42 everything in life.

43 ERMA KINNEY: --- that we need.

44 TOMMY DUNN: But it's like these little
45 things -- but the rescue squads -- I don't like to call
46 them rescue squads -- the EMS providers, the chiefs
47 might not have known, but if it was, it was lack of
48 communication on their part because these people got
49 the information to do this audit from the rescue squads
50 so they did know.

1 ERMA KINNEY: I think that's wonderful.
2 They did.
3 TOMMY DUNN: They had to know. The
4 reason, the reason they haven't got the information is
5 -- is we haven't known what to do with it. We just
6 trying to study -- see what to do if we get it. nd I
7 think Mr. Burns got everybody a copy and asked them to
8 give all the board members a copy.
9 ERMA KINNEY: On Friday.
10 TOMMY DUNN: Today, I think it was
11 Friday, and I hope they'll do that because talking to
12 some board members today they still hadn't got their
13 copy of their audit. So I hope -- communication goes
14 two ways. Hope they can get that.
15 And again, I want to impress, I can't press
16 enough, y'all as EMS Advisory Board, anything you got a
17 question -- just like the other night that could have
18 been well avoided if you just call -- pick up the phone
19 and call the Council member, or call Mr. Burns ahead of
20 time instead of that night. Call your Council members.
21 ERMA KINNEY: We did.
22 TOMMY DUNN: We appreciate it.
23 CINDY WILSON: May I?
24 TOMMY DUNN: Yes, ma'am.
25 CINDY WILSON: One of the things that we
26 discovered recently that we need to make sure everybody
27 understands. A lot -- sometimes there would be a board
28 at a squad. Some of the boards are very active, very
29 informed, very engaged, but some of them apparently are
30 not and didn't realize they had fiduciary
31 responsibility. That brought up a very difficult
32 situation because if the squad is formed or founded on
33 that framework and the board is not staying informed
34 and involved in asking questions and getting
35 information and providing input and guidance to whoever
36 the chief is, it can quickly unravel. And that's one
37 of the issues that we found in one of the -- one of my
38 districts. So that's something that needs to be --
39 that our board members are made aware of. Some boards
40 both corporate and foundations, they will have, for
41 example, insurance to cover board members in case they
42 made a mistake or what have you. But a lot of these
43 people, some of them were very highly educated, but
44 they apparently didn't know what they were responsible
45 for. And that is an issue that we need to address with
46 each of our squads.
47 TOMMY DUNN: We just -- if you would --
48 you're exactly right on that Ms. Wilson but ---
49 CINDY WILSON: May I say one more thing
50 real quick?

1 TOMMY DUNN: Yes, ma'am.

2 CINDY WILSON: You see, the county
3 contracts with the squads.

4 TOMMY DUNN: Contracts, I was going to
5 say.

6 CINDY WILSON: And so we have an agreement
7 of what we pay and what we're to receive and those
8 things may need to be adjusted now. And so, it's very
9 important that all of our squads look at their level of
10 service and their funding and what we're requiring of
11 them, and we need to look at all the reports and get
12 together and try to come up with something that works.
13 And we may have to do contracts that are maybe not as
14 long a term or something just to allow some
15 flexibility. There's a lot at play here and it's going
16 to require a lot of brighter minds than mine to come up
17 with the answers. Thank you.

18 TOMMY DUNN: Yes, ma'am. I just want to
19 touch on what you said. That's exactly right. The EMS
20 providers in Anderson County are sub-contractors to us.
21 So we ain't got no say in about their boards or
22 nothing. You're right, they should, anybody on the
23 board ought to well have enough sense enough to know
24 they ought to be -- what their responsibility is and
25 what they're liable for. That's something I'm talking
26 about when -- the system we got needs to be looked at.
27 That was going to come up. We don't have not one say
28 in -- no accountability. Our boards are picked.
29 They're just randomly picked, people looking for them
30 pick them or community votes for them or how -- how's
31 the board's doing; we don't have no say in that. Got
32 none whatsoever. And so, that's something got to be,
33 you know, about the fiduciary duty. All they are is a
34 contract getting thing and like I said, we give them
35 more money and, you know, what we're talking about, you
36 know, we kept talking about the Affordable Care Act,
37 and I understand that, and we're certain. But what
38 we're talking about is emergency calls. That's what
39 we're responsible for for our citizens. Emergency
40 response. Emergency calls. Yes, ma'am.

41 TERESA MORGAN: One last question, or one
42 statement. I think that one aspect we really need to
43 consider and something that I forgot to say initially
44 was, the piece of this puzzle that we're not putting in
45 place, too, is the chiefs themselves. They've been in
46 on the ground level for years, many of them, and they
47 know exactly how the county works, exactly where all
48 the lines are drawn. They know these things. And
49 sometimes I think we -- as a system we have evolved and
50 as a group we have evolved. We used to have a lot of

1 distrust and many other things. But now I think we are
2 more unified so we can actually utilize what we have as
3 a resource, which is these chiefs. And we have Mr.
4 Stoller. You know, he's done an admirable job and I
5 respect him dearly and greatly for what he's done. But
6 we really need to involve these chiefs in this process.
7 As an Advisory Committee we can help, we can
8 help with what we know. But these chiefs are on the
9 ground level. So when the consultant firm comes in, I
10 would like to really see the chiefs involved. And
11 you're right, the board members, when I was on the
12 board, and I'll say Mr. Robertson, in Belton, he made
13 sure we got a financial report every time and I wanted
14 to cry every time I saw it. And this was years ago.
15 Because we were always trying to make a little -- make
16 sure we had everything taken care of. I don't know how
17 in the world he did it, but he did. And he still does.
18 So with that respect we need to make sure these
19 gentlemen are out there and have a say in all this.
20 Thank you.

21 TOMMY DUNN: And I do -- what --
22 everybody and I would say everybody should have a say.
23 But also, it's very important for a fresh pair of eyes
24 in this. Not getting paid or getting no money, got
25 nothing, no dog in this fight. Just work for the best
26 thing. I think that's very important, very important,
27 too. When you got some squads, I said earlier, that's
28 got umpteen thousands and thousands of dollars in the
29 bank and this one over here is just barely getting by,
30 this chief ain't run -- this squad ain't running but so
31 many calls, but that EMS chief might be getting paid
32 this and this one here's running all kinds of calls and
33 like that, which we don't have no say in, that's part
34 of the problem, in my opinion. But the whole issue
35 needs to be looked at.

36 And also, I definitely want the EMS people --
37 you brought up about district lines. It's something to
38 think about. You know, that run this in the fire
39 service. That patient's having a heart attack, they
40 don't care how they -- who helps them, how they get
41 there. So this district line thing something, and we
42 still have that going on to this day about this jumping
43 my line. We need to look at what's best for the
44 citizens of Anderson County. And I hope we'll do that.

45 Mr. Burns, you got anybody that signed up?
46 RUSTY BURNS: Mr. Dan Durham.
47 TOMMY DUNN: Dan Durham.
48 DAN DURHAM: I just signed up to speak
49 because I wasn't sure what this entire meeting was
50 about.

1 TOMMY DUNN: Yes, sir.

2 DAN DURHAM: First thing I want to do is
3 thank you for coming before and allowing the EMS
4 commission to answer some questions or ask some
5 questions and you provide the answers. I want you to
6 realize, too, that there are only two members of
7 Council that have been around long enough to see what
8 the EMS system in this county has evolved in in the
9 last twelve, fourteen years. That's the number of
10 years I've been on the EMS board at Pelzer. And that's
11 Ms. Wilson and Ms. Floyd. They know what it was like
12 and what we faced when we were trying to get under one
13 contract with the county. They understand, too, that
14 convalescence was our life-blood, Mr. Crowder. It has
15 not killed us. It allowed us to provide the funds that
16 we needed to operate on to make up the difference
17 between the stipend that the county was paying in
18 addition to our total costs.

19 Yes, Pelzer has very little money in the bank.
20 We recognize from this audit, which we really can't
21 call an audit because it's basically just a study that
22 determines the cash level of each particular squad.
23 And that's important because that lets you know how
24 long if everything's shut off tomorrow, how long that
25 squad could survive. Okay? We don't have the money in
26 the bank that Pendleton has, according to this report.
27 By that you would think that, you know -- and Pelzer
28 board recognized quite a while ago, that we are asset
29 rich and cash poor. Yet we've been able to keep our
30 heads above the water with no problem. Three or four
31 years ago we had four hundred thousand dollars in the
32 bank. Okay. We bought equipment in the last few years
33 and we paid cash for it. You know, rather than
34 financing it and paying interest and all that good
35 stuff. Our board's actively involved in the financial
36 side and we've been keeping a close eye on it. Have
37 been, will continue to be.

38 Now the Affordable Care Act, not so much, that
39 hurt, too. But this new Medicare program that we're in
40 this three state trial basis, basically, that thing hit
41 the ground before Medicare folks knew what to do with
42 it. Before we knew what to do with it. Before the
43 billing agencies knew what to do with it. When the
44 pre-approved process was put in, you know, it caused us
45 to do some changes. And there was actually a two week
46 period there that went by that Medicare just put a
47 moratorium out there, there was going to be no payments
48 at all made, okay? That has eased up a little bit. I
49 say eased up, we're still fighting it and we're still
50 complying with it, but hopefully it's going to continue

1 to get a little bit better.

2 I don't want to ramble too much on this, but
3 Pelzer's sitting there with three stations, you know,
4 we got a bunch of folks that work for us. The other
5 thing that we've got to look for, too, is what happens
6 if we go over that magic number of fifty employees and
7 we have to wind up providing the insurance for those
8 employees? Now we provide some insurance benefits now,
9 but I don't think it's quite to that level.
10 Nonetheless, we contract with our billing agency;
11 basically we've got the contract with a bookkeeping
12 service. We've got a local squad bookkeeper that keeps
13 our own things for us. So there's a number of
14 different things that we can do to try to keep a firm
15 handle on our financial situation. But you talk about
16 communication, yeah, we need some help on that. And
17 I'm going to lay out the invitation tonight. The
18 Pelzer board meets at seven o'clock the first Thursday
19 in every month. Well, we delayed it because it was
20 Fourth of July week this time, till last week. But
21 then when the EMS Commission met and we found out what
22 was -- that subject was about, we delayed it one more
23 time till this week. So I invite the three County
24 Council representatives, Mr. Allen, Mr. Waters and Ms.
25 Wilson, to be at the Pelzer board meeting at Station 1
26 at seven o'clock Thursday night and invite you to
27 communicate with us.

28 Again, thank you for your time. I do
29 appreciate the effort that you folks put in place on
30 behalf of the county and of the EMS service. Thank
31 you.

32 TOMMY DUNN: Thank you, Mr. Durham.
33 Anyone else? Appreciate all the Council members coming
34 out tonight. Meeting be adjourned.

35
36

(MEETING ADJOURNED 6:50 PM)

Town of Iva
INCORPORATED SINCE 1904
GATEWAY TO THE FRESH WATER COAST

May 20, 2015

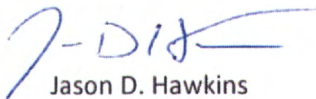
Mr. Rusty Burns
Anderson County Administrator
P.O. Box 8002
Anderson, South Carolina 29622

Dear Mr. Burns:

The Iva Police Department is requesting five (5) mobile radios for patrol services and five (5) portable radios for officers to carry while on duty. The town recently approved a contract with Anderson School District Three to provide three additional Resource Officers. In addition to the additional Resource Officers, the department added one additional full-time officer position.

We appreciate any assistance you can provide to our department. As always, feel free to contact me should you need any additional information.

Sincerely,



Jason D. Hawkins
Chief of Police

Ordinance #2015-017

An Ordinance amending Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map for major changes to the Midway Ridge Planned Development with +/- 12.81 acres of land, identified at Midway Road, Anderson, SC 29621, and further identified as TMS #147-00-07-005, et al (38 lots total). The property is located in the Hammond School Precinct shown in Deed Book 11363 page 00160, recorded on 04/11/2014.

Whereas, Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "County Council") has previously adopted Anderson County Ordinance #99-004, the Anderson County Zoning Ordinance (the "Ordinance"), which Ordinance contains the Anderson County Official Zoning Map (the "Map"); and,

Whereas, the Ordinance contains provisions providing for the amendment of the Map; and,

Whereas, County Council desires to adopt a zoning map amendment for major changes to the Midway Ridge Planned Development for +/- 12.81 acres of land, TMS #147-00-07-005, et al (38 lots total), described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on 05/12/2015, during which it reviewed the proposed major changes for the Midway Ridge Planned Development for +/- 12.81 acres of land, identified as TMS #147-00-07-005, et al (38 lots total), as described above and found it in compliance with the Anderson County Comprehensive Plan, and recommended it to County Council as an amendment to the Anderson County Official Zoning Map; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on July 21, 2015, regarding said amendment of the Anderson County Official Zoning Map:

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance

#99-004 for major changes to the Midway Ridge Planned Development for +/- 12.81 acres of land, identified as TMS #147-00-07-005, et al (38 lots total), described above.

3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
County Administrator

Tommy Dunn, Chairman
District Five

Kimberly A. Poulin
Clerk to Council

APPROVED AS TO FORM:

Leon Harmon
County Attorney

1st Reading: July 7, 2015

2nd Reading: July 21, 2015

3rd Reading: August 4, 2015

Public Hearing: July 21, 2015

ORDINANCE NO. 2015-020

**AN ORDINANCE AMENDING SECTION 38-711 OF THE ANDERSON COUNTY CODE SO AS TO ADD A
PROVISION REGARDING IMPROVEMENTS TO COUNTY MAINTAINED ROADS; AND MATTERS
RELATED THERETO.**

WHEREAS, Anderson County Council desires to amend Section 38-7 by adding a provision regarding improvements to County maintained roads.

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

1. A provision regarding improvements to County maintained dirt roads is hereby made a part of the Anderson County Code by amending Section 38-711(a) by adding the following:
 - a. Improvements to a County maintained road, including placing gravel on a dirt road or paving a road, shall not be made unless County Council has approved the improvement of the road.
2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.
3. Should any part or portion of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
4. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

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

ENACTED in meeting duly assembled this 4th day of August, 2015.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Kimberly A. Poulin
Clerk of Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: July 7, 2015
Second Reading: July 21, 2015
Third Reading: August 4, 2015
Public Hearing: July 21, 2015

ORDINANCE NO. 2015-021**AN ORDINANCE AMENDING SECTION 2-6 OF THE ANDERSON COUNTY CODE SO AS TO STATE A TIME FRAME FOR RECIPIENTS OF RECREATION FUND APPROPRIATIONS TO REPORT ON THE USE OF SUCH FUNDS AND THE CONSEQUENCES FOR FAILURE TO REPORT; AND OTHER MATTERS RELATED THERETO.**

WHEREAS, Anderson County, South Carolina, a body politic and a corporate and political subdivision of the State of South Carolina, acting by and through the Anderson County Council, previously adopted Section 2-6 of the Anderson County Code; and

WHEREAS, Anderson County Council desires to amend Section 2-6 so as to state a time frame for recipients of recreational fund appropriations to report on the use of such funds and to establish consequences for failure to report.

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

1. Section 2-6 of the Anderson County Code is amended to provide as follows:
 - a. Any entity requesting an appropriation of recreation funds from any county council district shall make a written application for same funds using a form approved by the county attorney and the county administrator. The form shall include the following required information:
 - (a) The name of the entity requesting recreation fund appropriations;
 - (b) The amount of the requested appropriation;
 - (c) The purpose for which the funds are being requested;
 - (d) An attestation as to the non-profit status of the entity making the request;
 - (e) The address and telephone number of a contact person for the entity making the request; and
 - (f) A statement as to whether the entity will be providing matching funds.
2. Further, all entities receiving recreation fund appropriations shall be required within sixty (60) days of expenditure of the funds to furnish the clerk to county council with written documentation satisfactory to the clerk, including receipts for expenditures of the funds, concerning the manner in which the funds were actually spent. Failure to provide such documentation to the clerk to council will disqualify the entity receiving the recreation fund appropriation from receiving any further funding. Entities receiving such funding are subject to audit, upon approval by County Council, regarding use of the funds.
3. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.
4. Should any part or portion of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

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

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

ENACTED in meeting duly assembled this 4th day of August, 2015.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Kimberly A. Poulin
Clerk of Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: July 7, 2015
Second Reading: July 21, 2015
Third Reading: August 4, 2015
Public Hearing: July 21, 2015

ORDINANCE NO. 2015-022**AN ORDINANCE APPROVING THE GRANT OF A WATER LINE EASEMENT TO POWDERSVILLE WATER DISTRICT; AND MATTERS RELATED THERETO**

WHEREAS, Anderson County, South Carolina, a body politic and a corporate and political subdivision of the State of South Carolina, acting by and through the Anderson County Council, has authority to grant utility easements and rights of way across real property owned by Anderson County;

WHEREAS, Powdersville Water District ("PWD") is a Special Purpose District that supplies potable water to certain designated service areas in the upstate of South Carolina;

WHEREAS, PWD has a water line in the vicinity of Wren School Road; and

WHEREAS, Anderson County and PWD desire to formalize the location of this water line into a recordable easement and right of way agreement.

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

1. Anderson County Council hereby approves the Easement and Right of Way Agreement attached hereto as Exhibit I and directs the Anderson County Administrator to execute this document on behalf of Anderson County.
2. All Orders and Ordinances in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
3. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
4. This Ordinance shall take effect and be in full force upon Third Reading and Enactment by Anderson County Council.

ENACTED 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:

First Reading: July 21, 2015
Second Reading: August 4, 2015
Third Reading:
Public Hearing: August 18, 2015

Leon C. Harmon
County Attorney

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR ANDERSON COUNTY

ORDINANCE NUMBER 2015-023

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

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

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

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

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

WHEREAS, the Tenant (through a lease with the Landlord) has agreed to acquire, construct, improve, expand and equip an existing manufacturing facility within the County (the "Project") on property more particularly described on Exhibit A (the "Property"). The Tenant reasonably expects that it will make (or cause to be made through the Landlord) real estate capital investments, in previously untaxed property, at the Project (the "Real Estate Commitment") and additional investments in personal property at the Project (the "Personal Property Commitment" and, collectively, with the Real Estate Commitment, the "Investment Commitment") in a cumulative amount in excess of \$2,000,000, which capital investments qualify as Infrastructure under the Act;

WHEREAS, the Tenant anticipates that it will retain 45 existing full-time jobs, with benefits, and create 49 new full-time jobs, with benefits, within the first two years after the Project has been placed in service (the "Jobs Commitment") in connection with the Project;

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

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

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

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

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

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

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

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

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

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

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

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

Signature page to follow

FOR ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

(SEAL)

ATTEST:

By: _____
Kimberly A. Poulin, Clerk to Council
Anderson County Council

APPROVED AS TO FORM:

By: _____
Leon C. Harmon
Anderson County Attorney

First Reading: August 4, 2015

Second Reading:

Public Reading:

Third Reading:

Exhibit A

Description of Property

Exhibit B

Form of Infrastructure Credit Agreement

Infrastructure Credit Agreement

among

Anderson County, South Carolina,

Homtex Weaving, LLC,

And

Wootten Properties SC, LLC

_____, 2015

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of _____, 2015 (the "Agreement"), among ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), HOMTEX WEAVING, LLC (the "Tenant"), a South Carolina limited liability company, and WOOTTEN PROPERTIES SC, LLC, a South Carolina limited liability company (the "Landlord" and with the Tenant and the County, the "Parties," each, a "Party").

WITNESSETH:

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

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

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

WHEREAS, pursuant to the Master Park Agreement and the Act, real and personal property having a *situs* in the Park is exempt from all *ad valorem* taxation, however, the owners or lessees of the real and personal property are obligated to make or cause to be made payments for fees 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 (the "Fee Payment");

WHEREAS, the Tenant (through a lease with the Landlord) has agreed to acquire, construct, improve, expand and equip an existing manufacturing facility within the County (the "Project") on property more particularly described on Exhibit A (the "Property"). The Tenant reasonably expects that it will make (or cause to be made through the Landlord) real estate capital investments, in previously untaxed property, at the Project (the "Real Estate Commitment") and additional investments in personal property at the Project (the "Personal Property Commitment") and collectively, with the Real Estate Commitment, the "Investment Commitment") in a cumulative amount in excess of \$2,000,000, which capital investments qualify as Infrastructure under the Act;

WHEREAS, the Tenant anticipates that it will retain 45 existing full-time jobs, with benefits, and create 49 new full-time jobs, with benefits, within the first two years after the Project has been placed in service (the "Jobs Commitment") in connection with the Project;

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

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement and agreed to provide Infrastructure Credits for a period of 20 years (the "Term") against the Tenant's and Landlord's Fee Payments on the Project to reimburse the Tenant and Landlord for qualifying expenditures on Infrastructure, subject to the terms and conditions below.

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

ARTICLE I REPRESENTATIONS

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

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into, and carry out its obligations under, this Agreement;
- (c) The County has approved this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County has included the Project and the Property in the Park and authorized the extension of the term of the Park through the Term of this Agreement; and
- (e) The County enters into this Agreement for the purpose of promoting the economic development of the County.

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

- (a) Tenant is a limited liability company duly organized, validly existing, and in good standing, under the laws of the State of South Carolina, has power to enter into this Agreement, and by proper action has authorized the officials signing this Agreement to execute and deliver it; and
- (b) The Infrastructure Credits provided by the County in the manner set forth in this Agreement have been instrumental in inducing Tenant to invest in the Project in the County and to cause Tenant to enter into the lease with Landlord.

SECTION 1.03. Representations by Landlord. Landlord is a limited liability company duly organized, validly existing, and in good standing, under the laws of the State of South Carolina and has power to enter into this Agreement, and by proper action has authorized the officials signing this Agreement to execute and deliver it.

ARTICLE II INFRASTRUCTURE CREDITS

SECTION 2.01. Infrastructure Commitment. The Tenant and the Landlord shall, collectively, meet (a) the Investment Commitment and (b) the Jobs Commitment (collectively, the "Commitments") all on or before the end of the second calendar year (i.e. December 31) following the end of the calendar year in which the Project is first placed in service (the "Commitment Date"). By way of example, if the Project is placed in service July, 2016, the Commitments must be met on or before December 31, 2018. The Project shall be deemed to be placed in service in the calendar year in which the Certificate of Occupancy is issued. The Real Estate Commitment and Personal Property Commitment shall be measured by the total reported cumulative investment as reported by the Tenant and the Landlord on the annual filings of a SCDOR PT-100, SCDOR PT-300 or comparable forms with the South Carolina Department of Revenue ("SCDOR") or the County in the applicable year plus the cost of construction of any Infrastructure if not reported by the Landlord or Tenant on a form provided by SCDOR. The Jobs Commitment shall be measured by the Tenant delivering a copy of its payroll (with confidential information such as Social Security Numbers redacted) on or before the Commitment Date.

SECTION 2.02. Infrastructure Credits.

(a) Commencing with the first Fee Payments applicable to the property tax year in which the Project is reported after being placed in service and ending with the nineteenth (19th) Fee Payment after that, the County shall provide an annual Infrastructure Credit in an amount equal to forty percent (40%) of the Fee Payments, so that a total of twenty (20) annual Infrastructure Credits shall be provided to the Landlord and the Tenant. The Tenant and/or Landlord shall remit the Fee Payment net of the Infrastructure Credit to the County.

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

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PAYABLE BY THE COUNTY SOLELY FROM THE FEE PAYMENTS DERIVED BY THE COUNTY FROM THE TENANT AND THE LANDLORD PURSUANT TO THE MASTER PARK AGREEMENT, AND DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF NEITHER THE COUNTY NOR ANY MUNICIPALITY ARE PLEDGED FOR THE INFRASTRUCTURE CREDITS.

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

(e) In the event that the Tenant and the Landlord fail to collectively reach one or more of the Commitments by the Commitment Date, the Infrastructure Credit for both the Tenant and the Landlord shall, as of such date, drop to 20% (prospectively only) and will end if by the second anniversary of the Commitment Date the Commitments have not been met by then, provided however, that for the Jobs Commitment only ninety percent (90%) of the Jobs Commitment number needs to be reached in order for it to be satisfied.

For example, if the Certificate of Occupancy was issued in July of 2016, and by December 31, 2018 the Commitments have not been met, the Infrastructure Credit for the fees in lieu of taxes due on or before January 15, 2019 (i.e. 2018 tax year) shall be 20%. If by December 31, 2020, the Commitments still have not been met, the Infrastructure Credit shall terminate altogether. If the Commitments are met by December 31, 2019, the Infrastructure Credit shall be increased to 40% so that the fees in lieu taxes due on January 15, 2020 (tax year 2019) shall be reduced by 40%.

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

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

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

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

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

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

SECTION 2.03. Allocation of Credit

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

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

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

ARTICLE III DEFAULTS AND REMEDIES

SECTION 3.01. Events of Default. If any Party fails duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such Party to be performed (except for the failure to meet the Commitments, the remedies for which are spelled out in Section 2.02 hereof), which, except as otherwise provided in this Agreement, failure shall continue for a period of 30 days after written notice by the other Party specifying the failure and requesting that it be remedied is given to the defaulting Party by certified mail, return receipt requested, then such Party is in default under this Agreement ("Event of Default").

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

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

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

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

ARTICLE IV MISCELLANEOUS

SECTION 4.01. Examination of Records; Confidentiality.

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

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

SECTION 4.02. Indemnity Covenants.

(a) To the extent of the negligence of the Tenant or the Landlord or any Third Parties (as defined below), the Tenant and the Landlord, jointly and severally, shall and agree to indemnify and save the County, including the members of the governing body of the County, and the employees, officers and agents of the County (herein collectively referred to as the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm, company or legal entity arising from the conduct or management of, or from any work or thing done on the Project during the Term, and, the Tenant and the Landlord further, to the extent the negligence of the Tenant or the Landlord or any Third Parties (as defined below), shall, jointly and severally, indemnify and save the Indemnified Parties harmless against and from all claims arising from any act, error or omission occurring during the Term from: (i) any condition of the

Project, (ii) any breach or default on the part of the Tenant or the Landlord in the performance of any of their obligations under this Agreement, (iii) any act of the Tenant or the Landlord or any of their agents, contractors, servants, employees or licensees, related to the Project, (iv) any act of any assignee or sublessee of the Tenant or the Landlord, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Tenant or the Landlord, related to the Project (such third parties under (iii) and (iv) being collectively referred to as "Third Parties"), or (v) any environmental violation, condition, or effect of, upon or caused by the Project. the Tenant and the Landlord shall, jointly and severally, indemnify, defend and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from an Indemnified Party, the Tenant and/or the Landlord shall defend it in any such action, prosecution or proceeding, with counsel reasonably acceptable to the County.

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties not incur pecuniary liability by reason of the terms of this Agreement and related to Tenant's, Landlord's or Third Parties' negligence, or the undertakings required of the County hereunder, by reason of the execution of this Agreement, by reason of the performance of any act requested of it by the Tenant or the Landlord, or by reason of the operation of the Project by the Tenant and/or the Landlord and related to Tenant's, Landlord's or Third Parties' negligence, including all claims, liabilities or losses, insofar as such claims, liabilities or losses result from Tenant's, Landlord's or Third Parties' negligence, arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the Indemnified Parties should incur any such pecuniary liability, then in such event the Tenant and the Landlord shall, jointly and severally, indemnify and hold them harmless against all claims, resulting from the Tenant's, or Third Parties' negligence, by or on behalf of any person, firm corporation or other legal entity, arising out of the same, and all costs and expenses, including, but not limited to, attorney's fees, incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Tenant and/or the Landlord shall have the right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Tenant and the Landlord shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Tenant and/or the Landlord has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Tenant or the Landlord reasonably determines that a conflict of interest exists between the County, the Tenant and/or the Landlord, the County may, with the approval of Tenant and the Landlord, such approval not to be unreasonably withheld, hire independent counsel to pursue its own defense, and the Tenant and the Landlord shall be, jointly and severally, liable for the reasonable cost of such counsel. These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

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

SECTION 4.04. Provisions of Agreement for Sole Benefit of County and Tenant or Landlord.

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

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

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

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

To County: Anderson County, South Carolina
Attn: Anderson County Administrator
101 South Main Street
Anderson, South Carolina 29621
Fax: 864-260-4356

With copy to: Anderson County Attorney
101 South Main Street
Anderson, South Carolina 29621
Fax: 864-260-4356

To Tenant: HomTex Weaving, LLC
Attention: Gerald E. Wootten, Jr.
15295 Alabama Highway 157
Vinemont, AL 35179

To Landlord: Wootten Properties SC, LLC
Attention: Gerald E. Wootten, Jr.
15295 Alabama Highway 157
Vinemont, AL 35179

With copy to: Adams and Reese LLP
Attention: Robert P. Bethea, Jr.
1501 Main Street, 5th Floor
Columbia, South Carolina 29201
Fax: (803) 779-4749

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

SECTION 4.07. Administrative Fees. The Tenant shall reimburse the County for reasonable expenses, including, reasonable attorneys' fees, related to (i) review and negotiation of this Agreement, (ii) review and negotiation of any other documents related to the Project, or (iii) the Project itself (collectively, "Transaction"), in an amount, except in extraordinary circumstances, not to exceed \$5,000.

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

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

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

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

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

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

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

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

[COUNTERPART SIGNATURE PAGES FOLLOW]

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

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman Anderson County Council

(SEAL)
ATTEST:

Kimberly A. Poulin, Clerk to Council Anderson
County Council

IN WITNESS WHEREOF, Homtex Weaving, LLC and Wootten Properties SC, LLC have caused this Agreement to be executed by their authorized officers, effective the day and year first above written.

HOMTEX WEAVING, LLC

By: _____

Name: _____

Its: _____

WOOTTEN PROPERTIES SC, LLC

By: _____

Name: _____

Its: _____

EXHIBIT A

Property Description

PARCEL 1:

All that certain piece, parcel or tract of land, together with improvements thereon, situate, lying and being on the southwesterly side of the Southern Railway railroad track in the Township of Belton in Anderson County, South Carolina, being formally shown and designated as two adjoining tracts containing 1.04 acres and 106.14 acres on a plat entitled "Plat of Three Tracts of Land Surveyed at the Request of Essex Group, Inc." dated April 24, 1981 by Farmer and Simpson, Engineers and when described together as one tract, having the following metes and bounds, to wit:

BEGINNING at an iron pin in the center of the Southern Railway railroad track at the northeastern corner of a tract containing 15.37 acres now or formerly owned by the Guardian Life Insurance Company of America, and running thence with the center line of the Southern Railway railroad track the following courses and distances: S. 38 07 E. 100.0 feet to a point; thence S. 34 33 E. 100.0 feet to a point; thence S 32 04 E. 100.0 feet to a point; thence S. 31 05 E. 100.0 feet to a point; thence S. 30 44 E. 273.2 feet to a point; thence leaving said railroad track and running S. 52 06 W. 523.9 feet to an iron pin; thence S. 31 10 E. 290.2 feet to an iron pin; thence S. 22 54 E. 1,091.5 feet to an iron pin; thence S. 18 52 W. 1,291.2 feet to an axle; thence S. 65 59 W. 404.4 feet to an iron pin; thence N. 86 19 W. 689.9 feet to a point in the center of Hencoop Branch; thence with the Branch as the line, the traverses of which are as follows: N. 07 03 W. 76.3 feet to a point; thence N. 05 23 E. 179.3 feet to a point; thence N. 26 31 W. 343.5 feet to a point; thence N. 04 23 E. 220.2 feet to a point; thence N 07 58 E. 301.0 feet to a point; thence N. 02 11 W. 254.4 feet to a point; thence leaving said Branch and running S. 77 59 W. 583.3 feet to an iron pin; thence running N. 18 25 W. 434.0 feet to an iron pin; thence N. 18 27 W. 300.0 feet to an iron pin; thence running N. 64 47 E. 375.9 feet to a point in the center of Hencoop Branch; thence with the Branch as the line the traverses of which are as follows: N. 40 04 W. 116.8 feet to a point; thence N. 02 06 W. 149.4 feet to a point; thence leaving said Branch and running N. 64 45 E. 59.1 feet to an iron pin; thence N. 35 48 E. 707.3 feet to an iron pin in the southwestern corner of property now or formerly owned by the Guardian Life Insurance Company of America; thence with the line of said Guardian Life Insurance Company of America property, S. 53 22 E. 551.7 feet to an iron pin; thence N. 42 13 E. 676.2 feet to an iron pin; thence N. 25 56 E. 445.6 feet to an iron pin in the center of the Southern Railway railroad track, being the point of beginning.

SAVING AND EXCEPTING THEREFROM, the following (Area 1 and Area 2):

Area 1

All that certain piece, parcel or tract of land situate, lying and being in the County of Anderson, State of South Carolina, Belton Township, containing 24.60 acres, more or less, and designated as Area 1 on that certain plat prepared by Piedmont Group-Land Surveyors dated July 14, 1992 and recorded in the Office of the Clerk of Court for Anderson County, South Carolina in Slide 315 at Page 2, the metes and bounds, courses and distances shown thereon are incorporated herein and made a part hereof by referenced thereto.

Area 2

All that certain piece, parcel or tract of land situate, lying and being in the County of Anderson, State of South Carolina, Belton Township, containing 65.73 acres, more or less, and designated as Area 2 on that certain plat prepared by Piedmont Group – Land Surveyors dated July 14, 1992, and recorded in the Office of the Clerk of Court for Anderson County, South Carolina in Slide

315 at Page 2, the metes and bounds, courses and distances shown thereon are incorporated herein and made a part hereof by referenced thereto.

AND FURTHER LESS AND EXCEPTING, THE FOLLOWING:

All that certain piece, parcel or tract of land, lying and being situate in the State of South Carolina, County of Anderson, Township of Belton, shown as containing 0.13 acres, more or less, and being designated as Tract No. Two on that certain plat prepared by Bryan D. Charlesworth, S. C. R. L. S. #9313, dated July 16, 2002 and recorded in the Office of the Register of Deeds for Anderson County, S.C. in Plat/Slide 1403 at Page 3-A, September 10, 2003. Said Tract Two having the courses and distances, metes and bounds as upon said plat appear which are hereby incorporated herein and made a part hereof by reference thereto.

AND

All that certain piece, parcel or tract of land, lying and being situate in the State of South Carolina, County of Anderson, Township of Belton, shown as containing 0.13 acres, more or less, and being designated as Tract No. One on that certain plat prepared by Bryan D. Charlesworth S.C.R.L.S. #9313, dated July 16, 2002 and recorded in the Office of the Register of Deeds for Anderson County, SC in Plat/Slide 1403 at Page 3-A on September 10, 2003. Said Tract One having the courses and distances, metes and bounds as upon said plat appear which are hereby incorporated herein and made a part hereof by reference thereto.

Derivation: This being the same property conveyed to Wootten Properties SC, LLC by Deeds of Loom Craft, Inc., being recorded simultaneously herewith.

TMS#: 250-00-06-001

PARCEL 2:

All that certain piece, parcel or tract of land situate, lying and being in Belton Township, County of Anderson, State of South Carolina, and in School District No. 2, containing 15.42 acres, on a survey made by Joseph A. Nehme, SC Reg. Land Surveyor #10507 dated October 20, 2000 recorded in the Office of the Register of Deeds for Anderson County, SC in Slide 1190 at Pages 5 and 6.

Derivation: This being the same property conveyed to Wootten Properties SC, LLC by Deeds of C2 Properties, LLC being recorded simultaneously herewith.

TMS#: 250-00-06-005

Said parcels are further shown on that certain ALTA/ACSM Land Title Survey for Wooten Properties, LLC prepared by American Engineering & Surveying Co., LLC dated June 22, 2015 and recorded in the Office of the Register of Deeds for Anderson County in Book ____ at Page ____ and having such boundaries and measurements as shown on the latter plat described herein, which is specifically incorporated herein by reference.

EXHIBIT B

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

I _____, the _____ of Homtex Weaving, LLC (the "Tenant"), do hereby certify to Anderson County that as of _____, 20____, the Tenant and Wootten Properties, LLC (the "Landlord") have invested a cumulative amount of at least \$ _____ in the costs of Infrastructure at the Project, as such terms are defined in the Infrastructure Credit Agreement among Anderson County, South Carolina, the Tenant and the Landlord, dated as of _____, 2015.

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

HOMTEX WEAVING, LLC

By: _____
Name: _____
Its: _____

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR ANDERSON COUNTY
ORDINANCE NO. 2015-024**

**AUTHORIZING PURSUANT TO TITLE 4, CHAPTER 1 OF THE
CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED,
THE EXECUTION AND DELIVERY OF AN AMENDED AND
RESTATED INFRASTRUCTURE CREDIT AGREEMENT BY
AND AMONG ANDERSON COUNTY, SOUTH CAROLINA AND
PIEDMONT COCA-COLA BOTTLING PARTNERSHIP TO
PROVIDE FOR INFRASTRUCTURE CREDITS; AND OTHER
RELATED MATTERS.**

WHEREAS, Anderson County ("County"), acting by and through its County Council ("County Council"), is authorized and empowered under and pursuant to the provisions of Section 4-1-175 of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act"), to grant a credit ("Infrastructure Credit") to a company located in a multi-county industrial park against the company's payments in lieu of tax as a reimbursement for qualifying expenditures made by the company for the cost of designing, acquiring, constructing, improving or expanding infrastructure serving the company's project or the County and for improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County ("Infrastructure");

WHEREAS, Piedmont Coca-Cola Bottling Partnership (the "Company") has agreed to establish, equip and maintain a new commercial facility within the County ("Project") on property more particularly described on Exhibit A ("Property");

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

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

WHEREAS, the County, acting through its Council, previously approved an Infrastructure Credit Agreement ("Original Credit Agreement") by and among the County, the Company, and a party that was to serve as landlord of the Project;

WHEREAS, the Original Credit Agreement was not executed because the Company decided not to develop the Project through a landlord-tenant structure and did not form the company that was intended to be the landlord of the Project;

WHEREAS, the parties wish to revise the Original Credit Agreement so that it is only between the County and the Company and to remove all references to a landlord and/or a tenant in the agreement, but with all other terms, conditions and obligations remaining the same as previously approved by the County; and

WHEREAS, the revised Infrastructure Credit Agreement ("Credit Agreement") is attached hereto as Exhibit B.

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

Section 1. The Original Credit Agreement is hereby amended and restated in the form of the Credit Agreement, attached as Exhibit B that is before this meeting, the form and terms of the said Credit Agreement are approved and all of the said Credit Agreement's terms are incorporated in this Ordinance by reference as if the Credit Agreement was set out in this Ordinance in its entirety.

Section 2. The Chair is authorized and directed to execute the Credit Agreement, subject to the approval of any revisions, which are not materially adverse to the County, by the County Administrator and counsel to the County, and the Clerk of the County Council is authorized and directed to attest the Credit Agreement; and the County Administrator is further authorized and directed to deliver the Credit Agreement to the Company.

Section 3. The County Administrator (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to take whatever further actions and execute whatever further documents as the County Administrator (and his designated appointees) deems to be reasonably necessary and prudent to effect the intent of this Ordinance.

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

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

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

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ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman
Anderson County Council

(SEAL)
ATTEST:

Kimberly A. Poulin, Clerk to Council
Anderson County Council

Approved as to form:

Leon C. Harmon, County Attorney

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

EXHIBIT A
PROPERTY DESCRIPTION

Exhibit A

Legal Description of Exempted Property

4813-2166-1976, v. 2

All that certain piece, parcel, or lot of land situate, lying, and being in the State of South Carolina, County of Anderson, being more fully shown as containing 35.993 acres, more or less, on a survey prepared by Adtech Surveying, Inc., dated January 7, 2014, and being recorded in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Book/Slide S2071 at Page 8, and being more particularly described as follows according to said survey: BEGINNING at an iron pin set (the Point of Beginning) lying on the margin of SC Hwy. 86 and located N 72°56'05" W from the intersection of SC Hwy. 86 and Old Williamston Road (the Point of Commencement), thence N 09°21'49" E a distance of 1418.51 feet to a axle found; thence S 59°19'41" E a distance of 279.25 feet to an iron pin found; thence S 61°09'31" E a distance of 132.38 feet to an iron pin found; thence S 77°57'31" E a distance of 179.84 feet to an iron pin found; thence S 58°34'18" E a distance of 691.08 feet to an iron pin found; thence S 83°13'21" E a distance of 571.22 feet to an iron pin found at the margin of Old Williamston Road; thence S 09°19'35" W a distance of 147.78 feet to a concrete monument found; thence S 10°18'24" W a distance of 127.84 feet to an iron pin found; thence S 30°56'57" W a distance of 94.69 feet to an iron pin found; thence S 41°47'26" W a distance of 98.98 feet to an iron pin found; thence S 52°17'55" W a distance of 98.90 feet to an iron pin found; thence S 62°17'42" W a distance of 92.64 feet to an iron pin found; thence S 66°57'40" W a distance of 314.97 feet to an iron pin found; thence S 57°23'24" W a distance of 62.45 feet to an iron pin set at the margin of Old Williamston Road; thence N 32°36'34" W a distance of 138.07 feet to an iron pin set; thence N 81°38'42" W a distance of 483.27 feet to an iron pin set; thence S 08°21'18" W a distance of 20.00 feet to an iron pin set; thence N 81°38'42" W a distance of 200.37 feet to an iron pin set; thence S 19°13'14" W a distance of 428.35 feet to an iron pin set at the Margin of SC Hwy 86; thence N 70°46'46" W a distance of 66.00 feet to an iron pin found; thence N 64°29'08" W a distance of 107.94 feet to an iron pin found; thence S 25°16'25" W a distance of 2.74 feet to an iron pin found; thence N 62°59'05" W a distance of 224.40 feet to an iron pin set, which is the point of beginning, having an area of 1567839.8 square feet, 35.993 acres.

EXHIBIT B
FORM OF CREDIT AGREEMENT

AMENDED AND RESTATED
INFRASTRUCTURE CREDIT AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA

and

PIEDMONT COCA-COLA BOTTLING PARTNERSHIP

_____, 2015

INFRASTRUCTURE CREDIT AGREEMENT

This AMENDED AND RESTATED INFRASTRUCTURE CREDIT AGREEMENT, effective as of _____, 2015 ("Agreement"), between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina ("County") and PIEDMONT COCA-COLA BOTTLING PARTNERSHIP ("Company" and with the County, "Parties," each, a "Party"), a Delaware general partnership.

WITNESSETH:

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

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

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

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

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

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

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

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

WHEREAS, pursuant to the County's Ordinance No. _____, the County previously approved an Infrastructure Credit Agreement ("Original Credit Agreement") by and among the County, the Company, and a party that was to serve as landlord of the Project;

WHEREAS, the Original Credit Agreement was not executed because the Company decided not to develop the Project through a landlord-tenant structure and did not form the company that was intended to be the landlord of the Project;

WHEREAS, the parties wish to revise the Original Credit Agreement so that it is only between the County and the Company and to remove all references to a landlord and/or a tenant in the agreement, but with all other terms, conditions and obligations remaining the same as previously approved by the County;

WHEREAS, the parties have agreed to amend and restate the Original Credit Agreement as set out in this Agreement;

WHEREAS, pursuant to the County's Ordinance No. _____ (the "Ordinance"), the County further authorized the execution and delivery of this Agreement and agreed to provide Infrastructure Credits for a period of 10 years ("Term") against the Company's Fee Payments on the Project to reimburse the Company for qualifying expenditures on Infrastructure, subject to the terms and conditions below.

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

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

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

(a) Company is a general partnership duly organized, validly existing, and in good standing, under the laws of the State of Delaware, with authority to conduct business in the State of South Carolina, and has power to enter into this Agreement, and by proper action has authorized the officials signing this Agreement to execute and deliver it; and

(b) The Infrastructure Credits provided by the County in the manner set forth in this Agreement have been instrumental in inducing Company to invest in the Project in the County.

ARTICLE II INFRASTRUCTURE CREDITS

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

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

SECTION 2.02. Infrastructure Credits.

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

The Company shall remit the Fee Payment net of the Infrastructure Credit to the County.

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

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PAYABLE BY THE COUNTY SOLELY FROM THE FEE PAYMENTS DERIVED BY THE COUNTY FROM THE COMPANY PURSUANT TO THE MASTER PARK AGREEMENT, AND DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF NEITHER THE COUNTY NOR ANY MUNICIPALITY ARE PLEDGED FOR THE INFRASTRUCTURE CREDITS.

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

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

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

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

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

(g) Prior to the first year's Infrastructure Credit to be credited against the Fee Payments received from the Company, the Company shall certify the cumulative total amount of the costs

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

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

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

(j) Company shall not claim any abatement of *ad valorem* property taxes to which it might otherwise be entitled with respect to any property for which an Infrastructure Credit is provided by the County.

SECTION 2.03. Allocation of Credit

(a) The Infrastructure Credit is deemed to reimburse the Company first for any Infrastructure expenditures related to real property necessary to serve the Project, thereby avoiding the application of the recapture provisions in Section 4-29-68(A)(2)(ii)(a) of the Code.

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

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

ARTICLE III

DEFAULTS AND REMEDIES

SECTION 3.01. Events of Default. If any Party fails duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such Party to be performed (except for the failure to meet the Commitments, the remedies for which are spelled out in Section 2.02 hereof), which, except as otherwise provided in this Agreement, failure shall continue for a period of 30 days after written notice by the other Party specifying the failure and requesting that it be remedied is given to the defaulting Party by certified mail, return receipt requested, then such Party is in default under this Agreement ("Event of Default").

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

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

SECTION 3.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved either to the 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 3.04. 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 III to the Company or County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

SECTION 4.01. Examination of Records; Confidentiality.

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

examination and inspection of the Project and the Company's books and records pertaining to the Project. The terms and conditions of the Company may include those necessary to protect the Company's confidentiality and proprietary rights.

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

SECTION 4.02. Indemnity Covenants.

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

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

connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims, resulting from Company's or Third Parties' negligence, by or on behalf of any person, firm, corporation or other legal entity, arising out of the same, and all costs and expenses, including, but not limited to, attorneys' fees, incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the 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, with the approval of Company, such approval not to be unreasonably withheld, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

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

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

SECTION 4.04. Provisions of Agreement for Sole Benefit of County and 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 4.05. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

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

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

- (a) if to the County: Anderson County, South Carolina
Attn: Anderson County Administrator
101 South Main Street
Anderson, South Carolina 29621
Fax: _____
- (b) with a copy to Anderson County Attorney
101 South Main Street
Anderson, South Carolina 29621
Fax: _____
- (c) if to the Company: Piedmont Coca-Cola Bottling Partnership
Attn: Tax Department
4115 Coca-Cola Plaza
Charlotte, NC 28211-3400
Fax: 704-557-4030
- (d) with a copy to Haynsworth Sinkler Boyd, P.A.
(does not constitute notice): 1201 Main Street, Suite 2200
Post Office Box 11889
Columbia, South Carolina 29211-1889
Fax: (803) 765-1243

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

SECTION 4.07. Administrative Fees.

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

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

SECTION 4.09. Agreement to Sign Other Documents. The County agrees that it will from time to time upon request and expense of the 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 of South Carolina, or any other political subdivision of the State of South Carolina.

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

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

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

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

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

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

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

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

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chair,
Anderson County Council

(SEAL)
ATTEST:

Kimberly A. Poulin, Clerk to Council
Anderson County Council

IN WITNESS WHEREOF, Piedmont Coca-Cola Bottling Partnership has caused this Agreement to be executed by its authorized officers, effective the day and year first above written.

PIEDMONT COCA-COLA BOTTLING
PARTNERSHIP
BY: COCA-COLA BOTTLING CO.
CONSOLIDATED, Manager

By: _____
Name: _____
Its: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT A
DESCRIPTION OF PROPERTY

Exhibit A

Legal Description of Exempted Property

4813-2166-1976, v. 2

All that certain piece, parcel, or lot of land situate, lying, and being in the State of South Carolina, County of Anderson, being more fully shown as containing 35.993 acres, more or less, on a survey prepared by Adtech Surveying, Inc., dated January 7, 2014, and being recorded in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Book/Slide S2077 at Page 8, and being more particularly described as follows according to said survey: BEGINNING at an iron pin set (the Point of Beginning) lying on the margin of SC Hwy. 86 and located N 72°56'05" W from the intersection of SC Hwy. 86 and Old Williamston Road (the Point of Commencement), thence N 09°21'49" E a distance of 1418.51 feet to a axle found; thence S 59°19'41" E a distance of 279.25 feet to an iron pin found; thence S 61°09'31" E a distance of 132.38 feet to an iron pin found; thence S 77°57'31" E a distance of 179.84 feet to an iron pin found; thence S 58°34'18" E a distance of 691.08 feet to an iron pin found; thence S 83°13'21" E a distance of 571.22 feet to an iron pin found at the margin of Old Williamston Road; thence S 09°19'35" W a distance of 147.78 feet to a concrete monument found; thence S 10°18'24" W a distance of 127.84 feet to an iron pin found; thence S 30°56'57" W a distance of 94.69 feet to an iron pin found; thence S 41°47'26" W a distance of 98.98 feet to an iron pin found; thence S 52°17'55" W a distance of 98.90 feet to an iron pin found; thence S 62°17'42" W a distance of 92.64 feet to an iron pin found; thence S 66°57'40" W a distance of 314.97 feet to an iron pin found; thence S 57°23'24" W a distance of 62.45 feet to an iron pin set at the margin of Old Williamston Road; thence N 32°36'34" W a distance of 138.07 feet to an iron pin set; thence N 81°38'42" W a distance of 483.27 feet to an iron pin set; thence S 08°21'18" W a distance of 20.00 feet to an iron pin set; thence N 81°38'42" W a distance of 200.37 feet to an iron pin set; thence S 19°13'14" W a distance of 428.35 feet to an iron pin set at the Margin of SC Hwy 86; thence N 70°46'46" W a distance of 66.00 feet to an iron pin found; thence N 64°29'08" W a distance of 107.94 feet to an iron pin found; thence S 25°16'25" W a distance of 2.74 feet to an iron pin found; thence N 62°59'05" W a distance of 224.40 feet to an iron pin set, which is the point of beginning, having an area of 1567839.8 square feet, 35.993 acres.

EXHIBIT B

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

[TO BE PROVIDED]

I _____, the _____ of Piedmont Coca-Cola Bottling Partnership (the "Company"), do hereby certify to Anderson County that as of _____, the Company has invested a cumulative amount of at least \$_____ in the costs of Infrastructure at the Project, as such terms are defined in the Amended and Restated Infrastructure Credit Agreement between Anderson County, South Carolina and the Company, dated as of _____, 2015.

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

AMENDED AND RESTATED
INFRASTRUCTURE CREDIT AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA

and

PIEDMONT COCA-COLA BOTTLING PARTNERSHIP

_____, 2015

INFRASTRUCTURE CREDIT AGREEMENT

This AMENDED AND RESTATED INFRASTRUCTURE CREDIT AGREEMENT, effective as of _____, 2015 ("Agreement"), between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina ("County") and PIEDMONT COCA-COLA BOTTLING PARTNERSHIP ("Company" and with the County, "Parties," each, a "Party"), a Delaware general partnership.

WITNESSETH:

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

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

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

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

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

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

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

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

WHEREAS, pursuant to the County's Ordinance No. _____, the County previously approved an Infrastructure Credit Agreement ("Original Credit Agreement") by and among the County, the Company, and a party that was to serve as landlord of the Project;

WHEREAS, the Original Credit Agreement was not executed because the Company decided not to develop the Project through a landlord-tenant structure and did not form the company that was intended to be the landlord of the Project;

WHEREAS, the parties wish to revise the Original Credit Agreement so that it is only between the County and the Company and to remove all references to a landlord and/or a tenant in the agreement, but with all other terms, conditions and obligations remaining the same as previously approved by the County;

WHEREAS, the parties have agreed to amend and restate the Original Credit Agreement as set out in this Agreement;

WHEREAS, pursuant to the County's Ordinance No. _____ (the "Ordinance"), the County further authorized the execution and delivery of this Agreement and agreed to provide Infrastructure Credits for a period of 10 years ("Term") against the Company's Fee Payments on the Project to reimburse the Company for qualifying expenditures on Infrastructure, subject to the terms and conditions below.

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

ARTICLE I REPRESENTATIONS

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

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into, and carry out its obligations under, this Agreement;
- (c) The County has approved this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;

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

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

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

(a) Company is a general partnership duly organized, validly existing, and in good standing, under the laws of the State of Delaware, with authority to conduct business in the State of South Carolina, and has power to enter into this Agreement, and by proper action has authorized the officials signing this Agreement to execute and deliver it; and

(b) The Infrastructure Credits provided by the County in the manner set forth in this Agreement have been instrumental in inducing Company to invest in the Project in the County.

ARTICLE II INFRASTRUCTURE CREDITS

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

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

SECTION 2.02. Infrastructure Credits.

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

The Company shall remit the Fee Payment net of the Infrastructure Credit to the County.

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

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PAYABLE BY THE COUNTY SOLELY FROM THE FEE PAYMENTS DERIVED BY THE COUNTY FROM THE COMPANY PURSUANT TO THE MASTER PARK AGREEMENT, AND DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF NEITHER THE COUNTY NOR ANY MUNICIPALITY ARE PLEDGED FOR THE INFRASTRUCTURE CREDITS.

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

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

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

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

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

(g) Prior to the first year's Infrastructure Credit to be credited against the Fee Payments received from the Company, the Company shall certify the cumulative total amount of the costs

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

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

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

(j) Company shall not claim any abatement of *ad valorem* property taxes to which it might otherwise be entitled with respect to any property for which an Infrastructure Credit is provided by the County.

SECTION 2.03. Allocation of Credit

(a) The Infrastructure Credit is deemed to reimburse the Company first for any Infrastructure expenditures related to real property necessary to serve the Project, thereby avoiding the application of the recapture provisions in Section 4-29-68(A)(2)(ii)(a) of the Code.

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

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

ARTICLE III

DEFAULTS AND REMEDIES

SECTION 3.01. Events of Default. If any Party fails duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such Party to be performed (except for the failure to meet the Commitments, the remedies for which are spelled out in Section 2.02 hereof), which, except as otherwise provided in this Agreement, failure shall continue for a period of 30 days after written notice by the other Party specifying the failure and requesting that it be remedied is given to the defaulting Party by certified mail, return receipt requested, then such Party is in default under this Agreement ("Event of Default").

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

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

SECTION 3.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved either to the 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 3.04. 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 III to the Company or County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

SECTION 4.01. Examination of Records; Confidentiality.

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

examination and inspection of the Project and the Company's books and records pertaining to the Project. The terms and conditions of the Company may include those necessary to protect the Company's confidentiality and proprietary rights.

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

SECTION 4.02. Indemnity Covenants.

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

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

connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims, resulting from Company's or Third Parties' negligence, by or on behalf of any person, firm, corporation or other legal entity, arising out of the same, and all costs and expenses, including, but not limited to, attorneys fees, incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the 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, with the approval of Company, such approval not to be unreasonably withheld, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

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

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

SECTION 4.04. Provisions of Agreement for Sole Benefit of County and 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 4.05. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

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

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

- (a) if to the County: Anderson County, South Carolina
Attn: Anderson County Administrator
101 South Main Street
Anderson, South Carolina 29621
Fax: _____
- (b) with a copy to Anderson County Attorney
101 South Main Street
Anderson, South Carolina 29621
Fax: _____
- (c) if to the Company: Piedmont Coca-Cola Bottling Partnership
Attn: Tax Department
4115 Coca-Cola Plaza
Charlotte, NC 28211-3400
Fax: 704-557-4030
- (d) with a copy to Haynsworth Sinkler Boyd, P.A.
(does not constitute notice): 1201 Main Street, Suite 2200
Post Office Box 11889
Columbia, South Carolina 29211-1889
Fax: (803) 765-1243

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

SECTION 4.07. Administrative Fees.

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

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

SECTION 4.09. Agreement to Sign Other Documents. The County agrees that it will from time to time upon request and expense of the 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 of South Carolina, or any other political subdivision of the State of South Carolina.

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

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

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

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

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

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

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

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

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chair,
Anderson County Council

(SEAL)
ATTEST:

Kimberly A. Poulin, Clerk to Council
Anderson County Council

IN WITNESS WHEREOF, Piedmont Coca-Cola Bottling Partnership has caused this Agreement to be executed by its authorized officers, effective the day and year first above written.

PIEDMONT COCA-COLA BOTTLING
PARTNERSHIP
BY: COCA-COLA BOTTLING CO.
CONSOLIDATED, Manager

By: _____
Name: _____
Its: _____

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EXHIBIT A
DESCRIPTION OF PROPERTY

Exhibit A

Legal Description of Exempted Property

4813-2166-1976, v. 2

All that certain piece, parcel, or lot of land situate, lying, and being in the State of South Carolina, County of Anderson, being more fully shown as containing 35.993 acres, more or less, on a survey prepared by Adtech Surveying, Inc., dated January 7, 2014, and being recorded in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Book/Slide S2017 at Page 8, and being more particularly described as follows according to said survey: BEGINNING at an iron pin set (the Point of Beginning) lying on the margin of SC Hwy. 86 and located N 72°56'05" W from the intersection of SC Hwy. 86 and Old Williamston Road (the Point of Commencement), thence N 09°21'49" E a distance of 1418.51 feet to a axle found; thence S 59°19'41" E a distance of 279.25 feet to an iron pin found; thence S 61°09'31" E a distance of 132.38 feet to an iron pin found; thence S 77°57'31" E a distance of 179.84 feet to an iron pin found; thence S 58°34'18" E a distance of 691.08 feet to an iron pin found; thence S 83°13'21" E a distance of 571.22 feet to an iron pin found at the margin of Old Williamston Road; thence S 09°19'35" W a distance of 147.78 feet to a concrete monument found; thence S 10°18'24" W a distance of 127.84 feet to an iron pin found; thence S 30°56'57" W a distance of 94.69 feet to an iron pin found; thence S 41°47'26" W a distance of 98.98 feet to an iron pin found; thence S 52°17'55" W a distance of 98.90 feet to an iron pin found; thence S 62°17'42" W a distance of 92.64 feet to an iron pin found; thence S 66°57'40" W a distance of 314.97 feet to an iron pin found; thence S 57°23'24" W a distance of 62.45 feet to an iron pin set at the margin of Old Williamston Road; thence N 32°36'34" W a distance of 138.07 feet to an iron pin set; thence N 81°38'42" W a distance of 483.27 feet to an iron pin set; thence S 08°21'18" W a distance of 20.00 feet to an iron pin set; thence N 81°38'42" W a distance of 200.37 feet to an iron pin set; thence S 19°13'14" W a distance of 428.35 feet to an iron pin set at the Margin of SC Hwy 86; thence N 70°46'46" W a distance of 66.00 feet to an iron pin found; thence N 64°29'08" W a distance of 107.94 feet to an iron pin found; thence S 25°16'25" W a distance of 2.74 feet to an iron pin found; thence N 62°59'05" W a distance of 224.40 feet to an iron pin set, which is the point of beginning, having an area of 1567839.8 square feet, 35.993 acres

EXHIBIT B

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

[TO BE PROVIDED]

I _____, the _____ of Piedmont Coca-Cola Bottling Partnership (the "Company"), do hereby certify to Anderson County that as of _____, the Company has invested a cumulative amount of at least \$_____ in the costs of Infrastructure at the Project, as such terms are defined in the Amended and Restated Infrastructure Credit Agreement between Anderson County, South Carolina and the Company, dated as of _____, 2015.

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

RESOLUTION NO. #R2015-041**A RESOLUTION TO CHANGE THE DESIGNATION OF EMERGENCY SERVICES (DEPARTMENT 5212) TO EMERGENCY PREPAREDNESS**

WHEREAS, Department 5212 of Anderson County government is presently designated in budget documents as Emergency Services; and

WHEREAS, the designation of this department as Emergency Services has resulted in confusion with the Emergency Medical Services department.

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

1. Department 5212 shall for budget purposes be designated as Emergency Preparedness.
2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
3. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
4. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this 4th day of August, 2015 in meeting duly assembled.

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

RESOLUTION #R2015-044**A RESOLUTION AUTHORIZING WAIVER OF SEWER IMPACT FEES FOR CERTAIN LOTS IN MELROSE PLACE SUBDIVISION FOR HABITATE FOR HUMANITY OF ANDERSON COUNTY HOMES, AND OTHER MATTERS RELATED THERETO**

WHEREAS, it is a policy and goal of Anderson County to facilitate development of housing options for low-to-moderate income residents, and;

WHEREAS, Habitat for Humanity of Anderson County provides owner-occupied housing for low-to-moderate income residents in Anderson County and;

WHEREAS, Habitat for Humanity of Anderson County requires program participants to provide 200 hours of "sweat equity" in their home and a \$1,200 down payment, in addition to having been employed for at least six months, having a minimum required credit score, and participating in homeownership and personal finance education classes, and;

WHEREAS, Habitat for Humanity of Anderson County owns and proposes to build owner-occupied housing on 14 currently vacant lots platted within Melrose Place subdivision, located on Melrose Lane off of Monitor Drive, and;

WHEREAS, the waiver of Anderson County sewer impact fees will facilitate the development of low-to-moderate housing options in Melrose Place subdivision.

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

1. The Anderson County Administrator is authorized to waive sewer impact fees not in excess of \$4,100 per lot for 14 lots to be developed by Habitat for Humanity of Anderson County in Melrose Place subdivision on Melrose Lane.
2. The fee waiver is nullified and invalid for any of the subject properties not developed by Habitat for Humanity of Anderson County.
3. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

4. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
5. This Resolution shall take effect and be in force immediately upon enactment.

RESOLVED this 4th day of August 2015 in meeting duly assembled.

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

Anderson County Purchasing Department Bid Tabulation

Bid# 15-098 Pavement Marking for Roads in Anderson County

	Vendor		Bid Total
1	Dura Mark, Inc.		\$92,234.34
2	Peek Pavement Marking		\$87,143.72
3	Source Management	NR	
4	Apmi Corporation	NR	
5	Kirkland	NR	
6	Field Specialty	NR	
7	M M M	NR	
8	D B I Services	NR	
9	Road Mark Corp.	NR	
10			
11			
12			
13			
14	Awarded to:		

Peek Pavement Marking / T. O'wne

SECTION IV

2015-2016 PAVEMENT MARKING BID FORM

PEEK PAVEMENT MARKING, LLC

Name of Party making the Bid: _____

To: Purchasing Manager for Anderson County

Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid Package, the undersigned bidder, having become familiarized with the Agreement, provided in Section V of the Bid Package, and having conducted a thorough inspection and evaluation of the Specifications, drawings (if any) and General Conditions contained therein, hereby proposes and agrees to be bound by all the terms and conditions of the Agreement and agrees to perform, within the time stipulated, the work to be performed hereunder at the pricing set forth herein, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in connection with the following project:

2015-2016 Pavement Marking

All in strict conformity with the Agreement, including all exhibits and Addenda thereto, contained in Section V of the Bid package, a copy of which shall be maintained at the office of the Purchasing Manager of County for the following Bid items:

ITEM OF WORK	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
4" Yellow Solid Lines Fast Dry Paint (15 mil.)	LF	558,844	\$.06	\$ 33,530.64
4" White Solid Lines Fast Dry Paint (15-mil.)	LF	521,468	\$.06	\$ 31,288.08
24" White Solid Lines (Stop Bars) Thermoplastic - 125 mil.	LF	230	\$ 15.00	\$ 3,450.00
(Stimsonite Model C80) Permanent Yellow Pavement Markers, Bi- Directional 4" x 4"	EA	3,575	\$ 5.00	\$ 17,875.00
Railroad Crossing Symbols White Thermoplastic 125 mil.	EA	1	\$ 1,000.00	\$ 1,000.00
			\$ TOTAL	\$ 87,143.72
			\$	\$
			TOTALS	\$ 87,143.72

The above unit prices do not include blading of grass or cleaning of the roadway. Anderson County shall be responsible for blading grass and sweeping roadway if needed prior to placement of pavement markings.

SECTION IV

2015-2016 PAVEMENT MARKING BID FORM

Name of Party making the Bid:

DURA Mark Inc.

To: Purchasing Manager for Anderson County

Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid Package, the undersigned bidder, having become familiarized with the Agreement, provided in Section V of the Bid Package, and having conducted a thorough inspection and evaluation of the Specifications, drawings (if any) and General Conditions contained therein, hereby proposes and agrees to be bound by all the terms and conditions of the Agreement and agrees to perform, within the time stipulated, the work to be performed hereunder at the pricing set forth herein, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in connection with the following project:

2015-2016 Pavement Marking

All in strict conformity with the Agreement, including all exhibits and Addenda thereto, contained in Section V of the Bid package, a copy of which shall be maintained at the office of the Purchasing Manager of County for the following Bid items:

ITEM OF WORK	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
4" Yellow Solid Lines Fast Dry Paint (15 mil.)	LF	558,844	\$.07	\$ 39,119. ⁰⁸
4" White Solid Lines Fast Dry Paint (15-mil.)	LF	521,468	\$.07	\$ 36,502. ⁷⁶
24" White Solid Lines (Stop Bars) Thermoplastic - 125 mil.	LF	230	\$ 15. ⁰⁰	\$ 3,450. ⁰⁰
(Stimsonite Model C80) Permanent Yellow Pavement Markers, Bi- Directional 4" x 4"	EA	3,575	\$ 3. ⁵⁰	\$ 12,512. ⁵⁰
Railroad Crossing Symbols White Thermoplastic 125 mil.	EA	1	\$ 650. ⁰⁰	\$ 650. ⁰⁰
			\$	\$
			\$	\$
TOTALS				\$ 92,234. ³⁴

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM: 7

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

RECREATION FUND APPROPRIATIONS
Application Form
Effective July 1, 2011

1. Name of entity requesting recreation fund appropriations:

Pelzer Heritage Commission

2. Amount of Request: \$3500

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

develop programs for the town

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

yes

5. Contact Person:
Mailing Address:
Telephone number:

Dianne Lollis
P. O. Box 627 Pelzer, Sc 29669
847-5743

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

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

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

Dianne C. Lollis

Signature

Dianne C. Lollis

Print Name

RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 3

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

1. Name of entity requesting recreation fund appropriation: Stark Athletic Association
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): 500
3. The purpose for which the funds are being requested: For All-star softball team going to Hilton Head for state tournament.
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. yes
5. Contact Person: Tommy Peterson
Mailing Address: ~~606 Church Street~~ / 439 Martin Road Stark SC
Phone Number: 864-376-2085
6. Statement as to whether the entity will be providing matching funds:
We are matching 500 from a sponsor

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

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


Signature

Tommy Peterson
Print Name

7-8-15
Date

**PELZER HERITAGE COMMISSION**

*Note: This online database was last updated on 7/29/2015 3:07:16 AM.
See our Disclaimer.*

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA Non Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	DIANNE C. LOLLIS
ADDRESS:	320 MAXCY DRIVE
CITY:	BELTON
STATE:	SC
ZIP:	29627

SECOND ADDRESS:

FILE DATE:	09/14/2010
EFFECTIVE DATE:	09/14/2010
DISSOLVED DATE:	//

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Eleemosynary Incorporation	09/14/2010	NON PROFIT	

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

P.O. Box 627



Pelzer, SC 29669

Pelzer Heritage Commission

July 29, 2015

Anderson County Council
P.O. Box 8002
Anderson, SC 29622

To Anderson County Council:

The members of the Pelzer Heritage Commission request \$3500 from Anderson County District 7 Recreation Fund Appropriations.

As in past years, these funds will be used for future projects of the Commission that will help develop and bring recognition to our town.

We would like to thank each of you for your past support.

If you have any further questions you may contact Dianne C. Lollis, 320 Maxcy Dr, Belton, SC or call 847-5743.

Sincerely Yours,

A handwritten signature in dark ink that reads 'Dianne C. Lollis'. The signature is written in a cursive, flowing style.

Dianne C. Lollis, President
Pelzer Heritage Commission

**RECREATION FUND APPROPRIATIONS
APPLICATION FORM**

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 6

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

1. Name of entity requesting recreation fund appropriation: CESA Tri-County
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
\$5,000.00
3. The purpose for which the funds are being requested:
Facility improvements at Hurricane Springs Park
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. Yes
5. Contact Person: Jonathan Scrivner
Mailing Address: 18 Boland Ct. Greenville, SC 29615
Phone Number: 864.884.3635
6. Statement as to whether the entity will be providing matching funds:
CESA Tri-County will certainly provide funding to match this amount in continued improvements at Hurricane Park.

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

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



Signature

Jonathan Scrivner

Print Name

7.27.15

Date

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

District Six (Ken Waters)

Mail/Email/Fax to:

Anderson County Council Clerk

Post Office Box 8002

Anderson, SC 29622

kapoulin@andersoncountysc.org

864-260-4356 (fax)

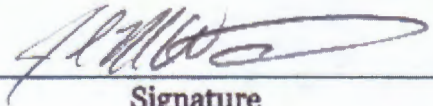
RECREATION FUND APPROPRIATIONS

Application Form

Effective July 1, 2011

1. Name of entity requesting recreation fund appropriations: *P.L.A.Y. (Powdersville League of Athletic Youth)*
2. Amount of Request: *\$ 5,000.00*
3. The purpose for which the funds are being requested:
Rental of Practice and Game fields for youth sports (tball, baseball, softball, flag football, basketball, tackle football) for boys & girls ages 4-12.
4. Is the entity a non-profit Corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. *Yes (see attached)*
5. Contact Person: *Mr. Josh Wiedemann*
Mailing Address: *PO BOX 51506 Piedmont SC 29673*
Telephone number: *(864) 315-8326*
6. Statement as to whether the entity will be providing matching funds: *YES*
We engage in various fundraisers throughout the year which will exceed
REQUIRED DOCUMENTATION MUST BE FURNISHED TO THE CLERK TO COUNTY COUNCIL this request.
CONCERNING THE MANNER IN WHICH THE FUNDS WERE ACTUALLY SPENT.

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


Signature

Josh Wiedemann
Print Name

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Incorporation, Nonprofit Corporation

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

POWDERSVILLE LEAGUE OF ATHLETIC YOUTH, a nonprofit corporation duly organized under the laws of the State of South Carolina on February 19th, 2015, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed a Declaration and Petition for Incorporation of a nonprofit corporation for Religious, Educational, Social, Fraternal, Charitable, or other eleemosynary purpose.

Now, therefore, I Mark Hammond, Secretary of State, by virtue of the authority in me vested by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto, do hereby declare the organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto.

Given under my Hand and the Great Seal of
the State of South Carolina this 20th day of
February, 2015

Mark Hammond

Mark Hammond, Secretary of State

2015 APPLICATION FORM

Community Forestry Financial Assistance Program

FOR OFFICIAL USE ONLY

Date Received: _____

Grant #: _____

PROJECT INFORMATION

Project Title:	Green Infrastructure Plans for Counties, Cities and Regions
Project Description:	The Green Infrastructure Plans for Counties, Cities and Regions Grant Program is a special initiative to provide assistance to communities in the development of local green infrastructure asset maps and plans.

APPLICANT INFORMATION

Organization Name:	Anderson County Planning & Community Development		
Contact Person/Project Coordinator (All correspondence will be mailed to this address)			
Name:	Celia Boyd Myers		
Title:	Planner II		
Complete Mailing address:	Post Office Box 8002, Anderson, South Carolina 29622		
Day Phone:	864-260-4720	Fax #:	864-260-4795
		Email:	cboyd@andersoncountysc.org

GIS AND TECHNICAL CAPACITY (Check one of the boxes below)

☐ We have in house technical capacity and staff time allocated to do this work. We have an ArcGIS license with the Spatial Analyst extension and an ArcInfo level license at 10.1 or greater. We have GIS staff in house and planning staff who have time to work on this project.

☒ We have planning staff in house who will work on this project and we plan to hire a competent GIS specialist with expertise in land planning who has an ArcGIS license with Spatial Analyst extension and an ArcInfo level license at 10.1 or greater.

Please note that the staff or consultants who work on the project must attend a training workshop if they have not already done so (see page 3 for more details).

FINANCIAL INFORMATION

Funds Requested + Total Cash Match + Total In-kind Match = Total Amount of Project

Federal Funds Requested	7,000	DUNS Number (If applicable) 098400906
Total Cash Match		
Total In-kind Match	8,375	
TOTAL PROJECT AMOUNT	15,375	

SIGNATURE OF AGREEMENT

As the duly authorized representative of the applicant name above, I hereby certify that all parts of the grant application have been read and understood and that all information submitted herein is true and correct. If awarded a grant under the Financial Assistance Program of the SC Forestry Commission, said applicant agrees to comply with all Federal and State guidelines for completion of the grant.

Signature of Authorized Representative:

Date:



July 27, 2015

Name and Title of Authorized Representative (Please print or type):

Rusty Burns, County Administrator

2015 APPLICATION FORM

U&CF Financial Assistance Program through the SC Forestry Commission

Legislative Information

Please list the SC State Senators, SC House Representative, and US Congressmen and their corresponding District numbers that will be affected by the grant project. To find your legislators go to www.sc.gov and click on 'Government' and then 'Elected Officials'.

SC SENATORS	DISTRICT NUMBER
William H. O'Dell	4
Kevin Bryant	3
SC HOUSE REPRESENTATIVES	DISTRICT NUMBER
Craig A. Gagnon	11
Michael W. "Mike" Gambrell	7
Jonathan Hill	8
Joshua A. Putnam	10
Anne J. Thayer	9
W. Brian White	6
US CONGRESSMEN	DISTRICT NUMBER
Senator Timothy E. Scott	
Senator Lindsey Graham	
Rep. Jeffrey D. Duncan	3

Project Narrative

A. Background

Anderson County is situated in the Upstate of SC and home to nine municipalities and approximately 193,000 people. We have seen a 3% increase in population since the 2010 Census. However there has been a 97% increase in residential permits; and a 26% increase for commercial permits in the same time period, 2010-2014. Our office first became aware of a Green Infrastructure Plan last Fall at a GI presentation in Greenville, hosted by the SC Forestry Commission. Unfortunately, staff was unable to attend the workshop in March of this year. This project would enable Anderson County to map our natural assets and prepare a Green Infrastructure Plan in hopes to preserve our highest valued areas and ensure a more sustainable growth pattern in the future.

B. Project Objectives

Anderson County's primary objective with this grant opportunity is to compile green asset data with the intent of using this information to help shape our decision making processes in the areas of long term growth and resource conservation. The County is in the process of updating our Comprehensive Plan, and we feel this grant opportunity would complement those efforts, specifically as they relate to our Natural Resources Element and our Land Use Element. The County is also in the beginning stages of an update for our Master Recreation Plan, which could receive benefit from this grant opportunity as well. Another potential outcome includes the formulation of strategies to help improve our air quality. Anderson County fell into non-attainment in the early 1990's, but has since strived to sustain our attainment status. With the new NAAQ standards being published this Fall, it's the perfect time to develop goals that will protect both the quality of our air and our green infrastructure.

C. Strategy

Our proposed strategy is to meet with the GIS consultant and begin the data assembly. We will also meet with community volunteers who serve with other community organizations or on community boards, such as the Planning Commission, County Tree Board, Upstate Forever and the Rocky River Conservancy. This initial meeting will result in plans for our first community wide meeting. It will also cement and prioritize our goals for this plan.

The first open house will be to gather ideas and hear concerns from the public. These will be catalogued and referred to once the maps are finalized. Meanwhile we will be continuing to work with the consultants to create the various maps and analyze the data. Once the analysis of the data is done, we will bring our volunteer advisory committee and the Planning Commission together with staff and jointly prepare a proposed plan.

This plan will then be presented to the public for comments. Any revisions that are needed will be done at this time. After revisions are made, the plan will go before the Planning Commission for a Public Hearing. Once approved, the plan will then be presented to the County Planning & Public Works (PPW) Committee, a County Council subcommittee. The PPW Committee will then forward this final plan and their recommendation to the full County Council. The plan will receive another Public Hearing at this time. County Council will then follow with three readings for adoption.

D. Cooperation & Partnerships

Anderson County plans to use the Planning Commission as its main advisory committee, but will include other individuals who have partnered with the Planning Department or have shown interest in the past. These individuals are currently representatives on the Anderson County Tree Board, Upstate Forever staff and volunteers or members of the Rocky River Conservancy Board. Among County staff, a minimum

of three departments will be involved in this plan; Planning & Community Development, GIS and the Parks and Recreation Department.

E. Visibility and Impact

After adoption of the Green Infrastructure Plan, the output from the plan will be integrated into several long range planning documents. This will allow Anderson County to realize over the next ten to twenty years a shift towards greener development patterns. The maps and documents produced by this grant opportunity will not only educate the public as to the benefit of Anderson County's current assets, but will also show the potential costs to losing these assets. This education process will extend to the development community as well, and will help foster and encourage a culture of smart growth practices.

F. Final Products

We wish to produce a base map showing our highest valued natural assets and maps highlighting our water resources, core habitats and recreational resources. The base map will be used in all long-range planning documents. The water resource and core habitats maps will be instrumental in the Comprehensive Plan, as well as stormwater management practices and the Land Use Ordinance updates. Air quality strategies would also benefit from the core habitat map. Finally, the recreational resources map will be important in the Master Recreation Plan update.

After the data analyses and map creation, we plan on developing a County-wide Green Infrastructure Plan. This would include an inventory of our green assets, concerns from the public and county, a listing of prioritized areas, strategies on how to preserve our assets and the maps.

Applicant Name:		Anderson County Planning & Community Development				
Project Title:	Green Infrastructure Plans for Counties, Cities and Regions					
2015 Budget Community Forestry Financial Assistance Program						
Cost Category	Federal Funds Requested \$	Cash Match		In-Kind Match		TOTAL \$
		Amount \$	Source	Amount \$	Source	
Consulting fees for hiring GIS assistance	7,000					7,000
Planning Staff, at least 120 hrs @ \$25/hr				3,000	Planning staff	3,000
GIS Dept. Staff, at least 50 hrs @ \$25/hr				1,250	GIS staff	1,250
Park & Rec Staff, at least 15 hrs @ \$25/hr				375	Park & Rec staff	375
Public meetings, outreach and plan review				500	Anderson County	500
Volunteer advisories ~15hrs, 10 persons @\$20/hr				3,000	Advisory Committees	3,000
Final document preparations, printing & online				250	Plan staff/printer	250
TOTAL \$'s	\$ 7,000	\$	xxxxxxx	\$ 8,375	xxxxxxx	\$ 15,375
All grantees are required to maintain written records that fully document the required match.						

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Anderson County, SC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☒ Other (see instructions) ▶ **Government**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
101 S Main St / PO Box 8002 (29622)

6 City, state, and ZIP code
Anderson SC 29621

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-					
--	--	--	---	--	--	--	--	--

or

Employer identification number

5	7	-	6	0	0	0	3	0	3
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and certain annuities, you are not required to enter the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Amanda Batist* Date ▶ *5-4-15*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Upstate Forever

Promoting Sensible Growth and
Protecting Special Places in the Upstate

July 22, 2015

Mr. Rusty Burns
County Administrator
Post Office Box 8002
Anderson, South Carolina 29622

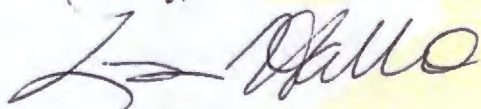
Dear Mr. Burns:

Upstate Forever is a nonprofit conservation organization representing nearly 2,000 members across the ten counties of Upstate South Carolina – including Anderson County. Our mission is to promote sensible growth and protect special places in the Upstate. The Upstate is growing rapidly. According to census estimates and projections, Anderson County grew at a rate of 33% between the years of 1990 and 2014. Population growth in the Upstate is a truly positive thing. However, the rate of land development is dramatically outpacing the rate of population change, severely threatening our region's high quality of life, prized natural resources and economic health. A study conducted by the Strom Thurmond Institute several years ago *conservatively estimated* that the rate of land development across the Upstate was five times that of population growth during the decade of 1990 – 2000.

Upstate Forever enthusiastically supports Anderson County in their endeavor to create a Green Infrastructure Plan. A plan with maps cataloguing the county's natural resources would enable community leaders and decision makers to make informed decisions that balance the need to accommodate growth and development, while also wisely conserving critical natural resources. Additionally, a strategic plan for maintaining green infrastructure will save the county and its taxpayers money by meeting air quality and stormwater management goals in the most efficient way possible. For instance, American Forests has quantified the value of urban tree cover at more than \$400 billion annually, due to its positive impacts on stormwater management and air quality.

In closing, let me once again voice Upstate Forever's full support of this project. If Anderson County is successful in its effort to produce a Green Infrastructure Plan, that plan will serve as a model for other Upstate counties.

Sincerely,



Lisa Hallo
Sustainable Communities Program Director
Upstate Forever

Main Office:
507 Pettigru Street
Greenville, SC 29601
Phone: (864) 250-0500

www.upstateforever.org
Made with windpower using 100% recycled and chlorine-free fiber

Spartanburg Office:
100 E. Main Street, R-4
Spartanburg, SC 29306
Phone: (864) 327-0090