

ANDERSON COUNTY

Making News.
Making Progress.

Council Members:

Tommy Dunn
Chairman
District 5

Ken Waters
Vice-Chairman
District 6

Francis M. Crowder, Sr
District 1

Gracie S. Floyd
District 2

J. Mitchell Cole
District 3

Thomas F. Allen
District 4

M. Cindy Wilson
District 7

Kimberly Poulin
Clerk to Council
kapoulin@andersoncountysc.org

Rusty Burns
County Administrator

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Anderson, SC 29622
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AGENDA
ANDERSON COUNTY COUNCIL
PRESENTATION MEETING December 1, 2015 AT 6:00 p.m.
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding

1. **CALL TO ORDER:**
2. **RESOLUTION/PROCLAMATIONS:**
 - a. **PROCLAMATION:** proclaiming December 2015 as Arbor Day Month.
Mr. J. Mitchell Cole (allotted 5 minutes)
 - b. **PROCLAMATION:** proclaiming December 2015 as Small Business Month.
Mr. Francis M. Crowder, Sr (allotted 5 minutes)
3. **ADJOURNMENT:**

REGULAR MEETING TO COMMENCE AT 6:30 P.M.

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Mr. Ken Waters
3. **APPROVAL OF MINUTES:** November 17, 2015 meeting
4. **CITIZEN COMMENTS:** Agenda Matters
5. **REQUEST FOR 800MHZ RADIO'S FOR CITY OF PENDLETON:**
Mr. Tom Allen (allotted 5 minutes)
6. **ATAX RECOMMENDATIONS:** Mr. Rusty Burns (allotted 10 minutes)
7. **ORDINANCE – THIRD READING:**
 - a. **2015-035:** an ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 park) of Anderson and Greenville Counties so as to enlarge the park.
(Project Rampart) Mr. Burriss Nelson (allotted 5 minutes)
 - b. **2015-042:** an ordinance authorizing the execution and delivery of an amended and restated Fee in Lieu of tax agreement by and between Anderson County, South Carolina, Watson Engineering, Inc., as sponsor, and 1350 Shiloh Properties, LLC, as sponsor affiliate.
Mr. Burriss Nelson (allotted 5 minutes)
 - c. **2015-043:** an ordinance authorizing the execution and delivery of an amended and restated Special Source Revenue Agreement by and between Anderson County, South Carolina and 125 Hollow Properties, LLC, an affiliate of Watson Engineering, Inc.
Mr. Burriss Nelson (allotted 5 minutes)
8. **ORDINANCE – SECOND READING:**
 - a. **2015-038:** an ordinance to rezone +/- 3.22 acres from I-1 (Industrial) to R-A (Residential-Agriculture) at 10000 BHP Hwy 76 (TMS 251-00-04-019) in Council District #3.
Mr. Michael Forman (allotted 10 minutes)
 - b. **2015-040:** an ordinance to rezone +/- 33.75 acres from R-20 (Single-Family Residential) to R-A (Residential – Agriculture) at 5575 Hwy 187 (TMS 027-00-01-003) in Council District #4.
Mr. Michael Forman (allotted 10 minutes)

9. **RESOLUTIONS:**

2015-060: an ordinance in support of the issuance by the South Carolina Jobs-Economic Development Authority of its education facilities revenue bonds, in one or more series, taxable or tax-exempt, pursuant to the provisions of title 41, chapter 43 of the Code of Laws of South Carolina 1976, as amended, in the principal amount of not exceeding 33,000,000. **PUBLIC HEARING – NO TIME LIMITS**
Ms. Rita Davis (allotted 5 minutes)

10. **APPOINTMENTS:**

Behavior Health Services Board – **District Four**

11. **ADMINISTRATOR’S REPORT:**

Letters of Appreciation:

To: Deputy Jake Pelfrey From: Rick Haskett

To: Terry Porter From: ACSD Two

To: Deputy Williams and SGT Williamson From: Anderson Career & Technology Center

12. **CITIZEN COMMENTS:** Other Matters

13. **REMARKS FROM COUNCIL MEMBERS:**

14. **ADJOURNMENT**

Arbor Day Proclamation

- Whereas,* In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- Whereas,* the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- Whereas,* Arbor Day is now observed throughout the nation and the world, and
- Whereas,* trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and
- Whereas,* trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- Whereas,* trees increase local property values, enhance the economic vitality of business area, and beautify our community, and
- Whereas,* trees, whenever they are planted, are a source of joy and spiritual renewal,
- Whereas,* Anderson County values having trees in our community so much, that it has earned and maintained the Tree City USA designation since 2003.

NOW THEREFORE, we the Anderson County Council of Anderson, South Carolina, do hereby proclaim December 2015 as

Arbor Day Month

in the County of Anderson, South Carolina, and we urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, we urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

Proclaimed on the 1st day of December in the year 2015

Kimberly A. Poulin
Clerk to Council

Tommy Dunn, Chairman
Anderson County Council

**Proclaiming December 2015
Small Business Month**

Whereas, there are over 28,000,000 small businesses in the United States to include the 13, 212 small businesses located in Anderson County; and

Whereas, locally-owned, independent businesses generate thousands of jobs for Anderson County residents each year and provide unique services and products that give Anderson County its distinct character and sense of pride; and

Whereas, Anderson County's independently-owned businesses give back to our communities in goods, services, time, talent and help preserve the uniqueness of our communities; and

Whereas, the health of Anderson County's economy, and that of each community within it, depends on our support of businesses owned by our friends and neighbors; and

Therefore, we join the residents of Anderson County in celebrating Small Business Month across the county by taking the pledge to support local and independent businesses; and

In grateful recognition therefore, we do hereby declare December 2015 to be "SMALL BUSINESS MONTH" and encourage consumers to shop locally during this holiday season in support of our locally owned businesses and to ensure our local economy continues to prosper throughout the New Year.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

Francis M. Crowder, Sr
District One

ATTEST:

Rusty Burns
County Administrator

Kimberly A. Poulin
Clerk to Council

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
NOVEMBER 15, 2015

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
KIM POULIN

1 TOMMY DUNN: At this time I'd like to
2 call the November 17th, 2015 regular Anderson County
3 Council meeting to order. First order of business, if
4 you would, I'd like to ask everybody to rise before Ms.
5 Floyd leads us in the Invocation and Pledge and I'd
6 like to take a moment of silence for Assistant Fire
7 Chief Eddie Bo McCullough who passed away this past
8 week. If we'd all have a moment of silence for him.
9 Amen. Keep him in our thoughts and prayers and his
10 family, please.

11 And at this time I'd like to ask Ms. Floyd if she'd
12 lead us in the Invocation and Pledge of Allegiance,
13 too, please. Ms. Floyd.

14 **(INVOCATION AND PLEDGE OF ALLEGIANCE BY GRACIE FLOYD)**

15 TOMMY DUNN: Before we move on, everyone
16 has a copy of this paper at their desk, this legal
17 description of South Carolina Properties. That didn't
18 -- they didn't have it in time. That goes to 6(a).
19 They didn't have it in time to put in the thing, but
20 that's what this is. It describing of that. And if
21 you got any questions, I just want y'all to be aware
22 that's what this is. I'm sure Mr. Harmon can explain
23 it or get something up when we get to that point. But
24 that's what that is.

25 And hearing that, at this time, I ask for -- are

1 there any changes or corrections to the minutes of
2 November the 3rd? Mr. Crowder?

3 FRANCIS CROWDER: On page 8 line 3 insert the
4 word Main Street. On page 30 line 23 insert the
5 following. Work done -- two words work done go into
6 the blank space. And just an observation, I only
7 review my words, I don't review anybody else's. So
8 thank you.

9 TOMMY DUNN: Thank you, Mr. Crowder.

10 CINDY WILSON: May I?

11 TOMMY DUNN: Ms. Wilson?

12 CINDY WILSON: Thank you. There were two.
13 Okay. On page 17, line 3, it was supposed say Mr. Ken
14 Waters and Mr. Mitchell Cole and I. That was somehow
15 left off. And then, on page 19 the blank space should
16 have said it would seem unfair; on line 32 of page 19.
17 And that's all I have.

18 TOMMY DUNN: Thank you, Ms. Wilson.
19 Anyone else? Anything else? Someone make a motion to
20 make those changes and corrections?

21 FRANCIS CROWDER: I make a motion. Mr.
22 Crowder makes a motion to change -- makes a motion to
23 make those corrections. We have a second?

24 TOM ALLEN: Second.

25 TOMMY DUNN: Second Mr. Allen. Any

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

4 Moving on now to number 4, Citizens Comments.
5 Anyone wishing to speak on this -- on agenda matters
6 only. Mr. Harmon will call your name and had the sign
7 up sheet and then we'll -- you'll have three minutes
8 and please address the Chair and state your name and
9 district.

10 LEON HARMON: Mr. Chairman, there are no
11 citizens signed up to speak.

12 TOMMY DUNN: Okay. Hearing none, we'll
13 be moving on to Item number 5, Report on the Homeland
14 Park Festival; Ms. Floyd. Ms. Floyd.

15 GRACIE FLOYD: Thank you, Mr. Chairman. A
16 couple of weeks ago we had one of the best festivals
17 in, in Anderson County in District 2 in the Homeland
18 Park area. I was -- we had, gosh, we had close to six
19 or seven hundred people at the festival and we fed
20 double that. The number of people that came out in the
21 community to have lunch with us. The lunch was free.
22 In fact everything that they were able to get was free.
23 I was really disappointed. I only saw one of my
24 Council members there, but he was -- I think he had a
25 good time, too, especially since he co-chaired the

1 District -- I mean the festival with us. You did have
2 a good time, didn't you?

3 TOMMY DUNN: Yes, ma'am.

4 GRACIE FLOYD: Okay. All right. Also, I
5 saw -- Mr. Burns came out and stayed a long while. But
6 those of you that missed it, I just wanted to tell you
7 how wonderful it was. And how the people came out. We
8 are interested in bringing Homeland Park to the center,
9 or close to the center as we can get it. You may not
10 know Homeland Park. A lot has been done to it. But
11 not much has been done for it. We're going to be doing
12 things for Homeland Park. We're going to -- we have
13 events planned. We're trying to get the people to come
14 together. Homeland Park has invited -- I mean, it's
15 split into three county districts. It's District 2,
16 that's mine; District 5, Mr. Dunn; and District 3, Mr.
17 Cole. But you would be absolutely surprised how
18 wonderful the people were and how much they appreciated
19 us being out there. We're going to do it again next
20 year. And we're going to try to bring back in some
21 form our Halloween parade. We used to have a Halloween
22 parade down there every year, but when our captain --
23 when our leader became ill we had to put that one to
24 the side. But I'm not going to go into it in the
25 depths. I really want to, but because we have pictures

1 -- some of the cutest pictures you want to see.

2 The helicopter came and I wish you could have seen,
3 not just the kids, the people that ran to the
4 helicopter when it came. We had beautiful blankets.
5 We had a lady who made homemade quilts. Okay. That's
6 an art that's dying. But she made three homemade
7 quilts, and somebody, not me, won all three of them. I
8 wish you could have seen those quilts. But next year
9 when we do the Homeland Park -- when you hear about the
10 Homeland Park Festival, come down and join us. It's
11 going to be even bigger and better because we have new
12 personnel that's going to work with us this time. So
13 please come down there and join us as we have fun.
14 That's all I have.

15 TOMMY DUNN: Thank you, Ms. Floyd.
16 Moving on to Item number 6, Third Reading 6(a) an
17 ordinance to amend an agreement for the development of
18 a Joint County Industrial and Business Park (2010 Park)
19 of Anderson County and Greenville Counties so as to
20 enlarge the park. This will be a public hearing.
21 Anyone wishing to speak to this matter now, please step
22 forward and state your name and district, address the
23 Chair. Anyone at all? Hearing none, public hearing
24 will be closed.

25 As I said you've got this sheet that was added in

1 your thing here, that goes with this. Do we have a
2 motion? This is third reading.

3 FRANCIS CROWDER: I make a motion.

4 TOMMY DUNN: Mr. Crowder makes a motion.

5 CINDY WILSON: Second.

6 TOMMY DUNN: Second Ms. Wilson. Further
7 discussion? Hearing none, all in favor of the motion
8 show of hands. All opposed, abstentions. Ms. Floyd?
9 I'm sorry, I didn't catch your vote. How did you vote?

10 GRACIE FLOYD: Mr. Chairman, for the sake
11 of time I didn't vote and I apologize.

12 TOMMY DUNN: Voting in favor?

13 GRACIE FLOYD: Voting in favor.

14 TOMMY DUNN: In favor.

15 GRACIE FLOYD: In favor.

16 TOMMY DUNN: Okay. Show the record is
17 unanimous.

18 We're moving on. Item 6(b) 2015-034 an ordinance
19 to authorize and accept the transfer of authority to
20 conduct municipal elections scheduled for November of
21 odd numbered years for the city of Belton to the
22 Anderson County Registration and Elections Board.
23 Ms. Katy Smith asked for -- Belton city asked for this.
24 Now this will be third reading. We have a motion?

25 CINDY WILSON: So moved.

1 TOMMY DUNN: Motion Ms. Wilson.

2 MITCHELL COLE: Second.

3 TOMMY DUNN: Second Mr. Cole. Any
4 discussion? All in favor of the motion show of hands.
5 All opposed like sign. Show the motion carries
6 unanimously.

7 Moving on to Item --

8 LEON HARMON: Mr. Chairman.

9 TOMMY DUNN: Yes, sir.

10 LEON HARMON: I believe you need to do a
11 public hearing on that.

12 TOMMY DUNN: We do. You earned your
13 money. I was just making sure you was paying attention
14 and you was. Too bad my other Council members wasn't.
15 Most of time -- y'all two down on the end down there
16 most of time keep me straight. I'm sorry. Well, we're
17 do a re-do on this.

18 Again, this is 6(b) 2015-034 an ordinance to
19 authorize and accept the transfer of authority to
20 conduct municipal elections scheduled for November of
21 odd numbered years for the city of Belton. Anyone
22 wishing to speak to this matter, please step forward
23 and state your name and district and address the Chair.
24 Be a public hearing. Anyone at all? Hearing none,
25 public hearing will be closed. Now, we have a motion?

1 TOM ALLEN: So moved.

2 TOMMY DUNN: Motion Mr. Allen. Second
3 Mr. Cole. Any further discussion? All in favor show
4 of hands. All opposed like sign. Show the motion
5 carries unanimously.

6 Moving on to Item number 6(c)#2015-036 an ordinance
7 to provide for the creation of the Farm Special Tax
8 District; to establish the nature of services to be
9 performed therein; to designate the uniform service
10 charge in the Farm Subdivision Special Tax District; to
11 provide for the operation of the Farm Subdivision
12 Special Tax District. This is just for a subdivision
13 to take care of the roads, bring them up to county
14 standards, is what this is about. This is a public
15 hearing. Anyone wishing to speak to this matter,
16 please step forward, state your name and district,
17 address the Chair, please. Anyone at all? Seeing
18 none, hearing none, public hearing will be closed. Do
19 we have a motion?

20 CINDY WILSON: So moved.

21 TOMMY DUNN: Motion Mr. Cole, second by
22 Ms. Wilson. Any discussion? All in favor of the
23 motion show of hands. All opposed like sign. Show the
24 motion carries unanimously.

25 Moving on to Item number 6(d) 2015-037 an ordinance

1 authorizing an amendment to the Infrastructure
2 Financing Agreement on behalf of Tetramer Technologies,
3 LLC and South Mechanic Street Properties, LLC (the
4 "companies") so as to accurately reflect the intention
5 of the parties regarding the economic incentives for
6 the project formerly known as Project CHOCO. This will
7 be a public hearing again. Anyone wishing to speak on
8 this matter please step forward, state your name and
9 district and address the Chair. Anyone at all?
10 Hearing none, public hearing will be closed. We have a
11 motion?

12 FRANCIS CROWDER: Motion.

13 TOMMY DUNN: Motion Mr. Crowder.

14 CINDY WILSON: Second.

15 TOMMY DUNN: Second Mr. Allen. Any
16 discussion? All in favor of the motion show of hands.
17 Opposed like sign. Show the motion carries
18 unanimously. Now we'll be moving on to Item number 7
19 Ordinance Second Reading. Be number 2015-035 an
20 ordinance to amend an agreement for the development of
21 a Joint County Industrial and Business Park (2010 Park)
22 of Anderson and Greenville Counties so as to enlarge
23 the park. (Project Rampart). This is a public
24 hearing. Anyone wishing to speak on this matter please
25 step forward and address the Chair, name and district.

1 Anyone at all? Hearing none, public hearing will be
2 closed. We have a motion?

3 TOM ALLEN: So moved.

4 KEN WATERS: Second.

5 TOMMY DUNN: Motion Mr. Allen, second Mr.
6 Waters. Any further discussion? Hearing none, all in
7 favor of the motion show of hands. All opposed like
8 sign. Show the motion carries unanimously.

9 Now moving on to Item number 7(b) 2015-042 an
10 ordinance authorizing the execution and delivery of an
11 amended and restated Fee in Lieu of tax agreement by
12 and between Anderson County, South Carolina, Watson
13 Engineering, Inc., as sponsor and 1350 Shiloh
14 Properties, LLC, as sponsor affiliate. This will be,
15 again, will be a public hearing. Anyone wishing to
16 address this matter please step forward and state your
17 name and district and address the Chair, please.

18 Anyone at all?

19 STAN WELCH: Mr. Chairman, excuse me. A
20 question.

21 TOMMY DUNN: Please state your name, Mr.
22 Welch.

23 STAN WELCH: Stan Welch, Williamston
24 Journal Newspaper, District 7.

25 TOMMY DUNN: Thank you, sir. Appreciate

1 you.

2 STAN WELCH: This is a professional
3 question. I have no dog in this fight. But this ---

4 TOMMY DUNN: You might be wanting to look
5 in the wrong bunch if it's a professional question. I
6 don't know, we're see if we can get an answer.

7 STAN WELCH: I'm sure we can. This
8 ordinance and the next one seem very similar, but one
9 talks about 1350 Shiloh Properties and the other is 125
10 Hollow Properties. Are those in fact two distinct
11 properties?

12 TOMMY DUNN: Mr. Burns? Or Mr. Leon, Mr.
13 Harmon?

14 LEON HARMON: Both of these ordinances are
15 to place an additional piece of property into the
16 agreement that the Council had passed months ago
17 regarding this project. It is the same piece of
18 property. But I think it's the property on Shiloh
19 Church Road that will be the additional property that
20 will be placed into the ---

21 FRANCIS CROWDER: Yep.

22 LEON HARMON: --- into the project.

23 STAN WELCH: Thank you very much.

24 TOMMY DUNN: Thank you. Most of the time
25 just to clarify something we don't have a question and

1 answer period, but that was just to clarify something,
2 make sure it was clear, make sure everybody understood.
3 So anyone else? Hearing none, public hearing will be
4 closed. We have a motion?

5 KEN WATERS: So moved.

6 CINDY WILSON: Second.

7 TOMMY DUNN: Motion Mr. Waters and second
8 Ms. Wilson. Any further discussion? Hearing none, all
9 in favor of the motion show of hands. All opposed like
10 sign. Show the motion carries unanimously.

11 Moving on to 7(c) 2015-043 an ordinance authorizing
12 the execution and delivery of an amended and restated
13 Special Source Revenue Agreement by and between
14 Anderson County, South Carolina and 125 Hollow
15 Properties, LLC, an affiliate of Watson Engineering,
16 Inc. Again, this is another public hearing. Anyone
17 wishing to speak to this matter, please come forward
18 and state your name and district and address the Chair,
19 please. Anyone at all? Hearing none, public hearing
20 will be closed. We have a motion?

21 KEN WATERS: So moved.

22 TOMMY DUNN: Motion Mr. Waters.

23 FRANCIS CROWDER: Second.

24 TOMMY DUNN: Second Mr. Crowder. Any
25 further discussion? Hearing none ---

1 CINDY WILSON: Mr. Chairman.

2 TOMMY DUNN: Yes, ma'am. I'm sorry.

3 CINDY WILSON: Just a real quick
4 clarification further. The other one dealt with 1340
5 and 1350 Shiloh Church Road. And this one is the same
6 company, it's at 100 Hurricane Creek.

7 TOMMY DUNN: Thank you, Ms. Wilson.
8 Anyone else? Hearing none, all in favor of the motion
9 show of hands. All opposed like sign. Show the motion
10 carries unanimously.

11 We're moving on to Item number 8(a) Ordinance First
12 Reading. This will be Item #2015-038 an ordinance to
13 rezone +/- 3.22 acres of Industrial to I-A (Residential
14 Agriculture) at 10000 Belton-Honea Path Hwy 76 (TMS
15 251-00-04-019); be in Council District #3. This will
16 be a public hearing. Anyone wishing to step forward
17 and speak on this matter, please step forward now,
18 address the Chair, state your name and district,
19 please. Anyone at all? Hearing none, public hearing
20 will be closed. Mr. Forman, you got anything you want
21 to add or say to this?

22 MIKE FORMAN: No, sir.

23 TOMMY DUNN: We have a motion to move
24 this forward or deny or anything?

25 MITCHELL COLE: Motion to deny.

1 TOMMY DUNN: Mr. Cole makes a motion to
2 deny.

3 CINDY WILSON: Second.

4 TOMMY DUNN: Second by Ms. Wilson. Now
5 any discussion?

6 GRACIE FLOYD: Yes.

7 TOMMY DUNN: Ms. Floyd?

8 GRACIE FLOYD: All right. I do admit that
9 I'm a little behind. Usually I go over my things with
10 Mr. Burns and Mr. Burriss. But Mr. Forman, could you
11 please tell me what's going on here? 8(a).

12 MIKE FORMAN: Yes, ma'am. This request is
13 to rezone a three acre piece of property from I-1 to R-
14 A. The applicant's intent ---

15 GRACIE FLOYD: Wait a minute. Wait a
16 minute.

17 CINDY WILSON: Mitchell, did you deny?

18 GRACIE FLOYD: Please, would you tell
19 everybody what I-1 and I-A and all that stuff is,
20 because you know some of us don't know.

21 MIKE FORMAN: Yes, ma'am. I-1 is
22 industrial which is currently zoned.

23 GRACIE FLOYD: They want to take it from
24 industrial?

25 MIKE FORMAN: Industrially zoned, yes,

1 ma' am.

2 GRACIE FLOYD: They want to take it from
3 that and they want to put it in ---

4 MIKE FORMAN: Into R-A, which is
5 residential agricultural.

6 GRACIE FLOYD: Okay. All right. Go ahead.

7 MIKE FORMAN: The applicant is requesting
8 rezoning due to the fact she tried to sell her property
9 and the person that was intent on buying the property
10 could not receive a loan based on the fact that the
11 property was not zoned industrial. Therefore she has
12 come to us with the request to rezone to R-A,
13 agricultural.

14 GRACIE FLOYD: Okay. All right.

15 CINDY WILSON: Mr. Chairman.

16 TOMMY DUNN: You through, Ms. Floyd?

17 GRACIE FLOYD: I have another question, but
18 I need to maybe wait.

19 TOMMY DUNN: Okay. We'll come back.

20 GRACIE FLOYD: Thank you.

21 TOMMY DUNN: Ms. Wilson?

22 CINDY WILSON: I have to confess I was a
23 little bit confused. May I withdraw my second on that
24 one and I'll explain. This zoning took place back
25 around, I guess, 2001. And unfortunately a lot of the

1 people along that area didn't know they were being
2 zoned. Recently we voted to undo the industrial zoning
3 on the piece of property across the highway from this
4 that had been zoned industrial and they wanted to go
5 back to R-A-1 so that they could accommodate another
6 dwelling on their property.

7 In this case the lady who owns this had a contract
8 to sell and it was through an FHA loan and they have
9 far more strict requirements that the zoning had to
10 actually match the property being the sale of the
11 property to the use. And this lady lost the sale of
12 her home and she was trying to downsize. There are
13 five homes in a row there.

14 Normally I support our staff and all the work they
15 do, but because of the way this originated, I feel like
16 this applicant to be residential should be allowed to
17 go residential. So that's my reasoning for this and I
18 will vote to have Ms. Alley's property go to R-A-1.

19 TOMMY DUNN: You withdrawing your second?

20 CINDY WILSON: Yes. If I understand what
21 we were doing correctly and I'm sorry for the
22 confusion.

23 TOMMY DUNN: That's all right. Mr. Cole,
24 your motion still stands?

25 MITCHELL COLE: Mr. Chairman, if you

1 remember back some time ago, we had a piece of property
2 where they wanted to build a funeral home. That
3 property also was zoned, at that time, residential.
4 And the people fought it tooth and nail. And my idea's
5 supporting ?? and his committee, leaving it the way it
6 is.

7 TOMMY DUNN: Okay. We need a second for
8 Mr. Cole's motion. Somebody make a second.

9 TOM ALLEN: Second.

10 TOMMY DUNN: Mr. Allen seconds. Okay.
11 Now, any more discussion? Any at all? All in favor of
12 Mr. Cole's motion, show of hands.

13 GRACIE FLOYD: I need to ask the second
14 question.

15 TOMMY DUNN: I'm sorry, I told you I was
16 going to come back to you. Let me -- go back to Ms.
17 Floyd. I'm sorry.

18 GRACIE FLOYD: Okay. That was all right.
19 I do remember the incident a couple of years ago when
20 he just explained it to me just now because I had
21 forgotten about it. But that was something -- a long
22 time ago and you feel that the -- that the wish of the
23 neighborhood is still where it was the last time we
24 tried to do something like this? Okay. You remember,
25 you mentioned the committee. What committee were you

1 talking about?

2 TOMMY DUNN: I'm talking about staff.

3 GRACIE FLOYD: Okay. Did -- Mr. Forman,
4 did you, did the -- the staff of that area, did
5 District 3 get together with it?

6 MIKE FORMAN: I'm sorry, could you repeat
7 the question?

8 GRACIE FLOYD: The staff, what do we call
9 it? The community ---

10 TOMMY DUNN: Neighborhood Community
11 Board.

12 GRACIE FLOYD: Thank you.

13 MIKE FORMAN: Neighborhood Advisory Group.

14 GRACIE FLOYD: Yeah, that advisory group.
15 Did they get together?

16 MIKE FORMAN: Yes, ma'am, they did and
17 they voted to recommend approval by a vote of five to
18 zero.

19 GRACIE FLOYD: Approval for ---

20 MIKE FORMAN: For the rezoning request.

21 GRACIE FLOYD: And we're going to deny it.

22 MITCHELL COLE: Reconsidering that, I'll
23 withdraw my motion.

24 TOMMY DUNN: Okay.

25 GRACIE FLOYD: Now wait a minute. Why are

1 you withdrawing your motion?

2 TOMMY DUNN: Because he brought it to the
3 point, I think -- I don't want to speak for Mr. Cole --
4 but I think because the neighborhood ---

5 MITCHELL COLE: Because the neighborhood did
6 ask to approve the rezoning.

7 GRACIE FLOYD: Okay. But you told me a few
8 minutes ago that they didn't. But they did.

9 TOMMY DUNN: Yeah. They did.

10 GRACIE FLOYD: Okay. All right. Got it
11 straight now.

12 TOMMY DUNN: Okay. We have a motion -- a
13 new motion on the floor. We have none at this time.
14 Make a motion?

15 CINDY WILSON: May I make a motion that we
16 approve as the Citizens Advisory Zoning Committee and
17 the Planning Commission recommended.

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

20 TOM ALLEN: Second.

21 TOMMY DUNN: Second Mr. Allen.

22 TOM ALLEN: What we're doing is we're
23 going to approve this rezoning based on both the
24 Citizens Committee and the Zoning.

25 TOMMY DUNN: That's right. That's the

1 motion.

2 TOM ALLEN: Yeah. And that we will go
3 ahead and take it from Industrial back to Residential
4 Agricultural?

5 TOMMY DUNN: That's right. That's the
6 motion.

7 TOM ALLEN: Yeah. Okay. That's what I
8 thought. I was getting confused.

9 TOMMY DUNN: Well, just to clarify my
10 position is I always try to err on that Council
11 person's position. If that's what that Council person
12 -- I feel they stay in touch with this -- that's the
13 reason I was casting my vote, try to support the
14 district that this is in. So -- okay. Ms. Floyd.

15 GRACIE FLOYD: Well, you know, I try to
16 base my opinion on fact. On what really happened.
17 That got kind of confused just now, what really
18 happened. You know, first you said that it wasn't
19 approved, then you said it was approved. So I'm ready
20 to vote.

21 TOMMY DUNN: All in favor of the motion
22 show of hands. Opposed like sign. Show the motion
23 carries unanimously.

24 Now we'll be moving on to Item number 8(b)2015-039
25 and ordinance to rezone +/-2.92 acres from C-1

1 (Neighborhood Commercial) to R-MHP (Residential
2 Manufactured Home Park) at 5502 Hwy 24 (TMS tax #028-
3 08-01-012 and 028-08-01-008) in Council District 4. At
4 this time we'll have a public hearing. Anyone wishing
5 to step forward and speak to this matter, please step
6 forward and address the Chair; state your name and
7 district. Anyone at all? Well, I was beginning to
8 wonder if anybody was coming -- anybody was going to
9 talk.

10 AMY HAMMOND: Hi, my name is Amy Hammond,
11 District 4. This is an obvious commercial piece of
12 property. To rezone it to a manufactured home park
13 residential is completely unreasonable. It doesn't
14 make sense. It is in a completely commercial area.
15 Everything going from north to south, east to west from
16 that area is completely commercial property. We are
17 surrounded by neighborhoods. On both sides of it,
18 understandable. But this is Highway 24. And it does
19 not need to have a mobile home park directly across
20 from where we have industries growing, businesses
21 planting themselves on Hwy 24. We are growing outwards
22 in this direction. And I think that it is a misuse of
23 property. I think it is a waste of space. We have
24 better businesses, better opportunity there, than to
25 have a mobile home park.

1 I think it puts all of our property values at risk
2 that surround it. It's in our backyards, literally. I
3 don't think you would want a mobile home park in your
4 backyard. I don't want one in mine. These are lake
5 communities. These are people who try, value and try
6 to secure the values of their properties and this is
7 only going to do the opposite.

8 And I'm begging you to not raise your hands in this
9 and to keep them down and to deny this change from, you
10 know, a commercial zoning to a manufactured home zoning
11 on Hwy 24. It's just -- it's a travesty. I beg you to
12 keep your hands down and not vote this. Thank you.

13 TOMMY DUNN: Thank you. Anyone else?

14 HARRY SAILORS: Harry Sailors, District 4.
15 My property is very close to this. Already have duplex
16 apartments on the other side of me and it's like a
17 merry-go-round. Already had one drug killing; one
18 arsonist. And I've lived in the community for over
19 sixty years. Zion Community does not need this mobile
20 home park.

21 TOMMY DUNN: Thank you, Mr. Sailors.
22 Anyone else?

23 KATRINA RAMOS: My name is Katrina Ramos.
24 My great-grandmother was the owner of this property.
25 Where her home is moved from Seneca River Lake. This

1 property would directly adjoin my property and would be
2 in my backyard. And I already know that mobile homes
3 on two acres that have to have septic tanks is a crowd
4 of people that are on a low income. And we've worked
5 too many generations to keep our property well and up-
6 kept for this to come in and devalue it. Thank you.

7 TOMMY DUNN: Thank you. Anyone else?

8 DUDLEY JENKINS: Dudley Jenkins. I live on
9 Shirley Circle. We've got some fine neighbors. And
10 it's a wonderful place to live. And we live in the
11 cul-de-sac at Shirley Circle. And we've got awesome
12 homes there. You can come and see our neighborhood.
13 And we don't want it ruined. And all I can say is I
14 don't think, just like Amy said, you wouldn't want a
15 mobile home sitting in your backyard. We've had some
16 problems with the other place that was built up on the
17 road, and like I say, there's been arson, there's been
18 drugs and stuff like that. And one of the people that
19 lived in the home, they just burnt the home to the
20 ground because they didn't, probably, have the money to
21 pay for the rent. And I've got -- we want a show of
22 people that in our neighborhood to stand up and show
23 you how many people that are here to keep this from
24 happening. Everybody want to stand up from Shirley
25 Circle?

1 TOMMY DUNN: Okay. Anyone else?

2 DONNA PALMER: Hi, I'm Donna Palmer. I'm
3 at 255 Windjammer Way in the Shoals community.
4 Basically all the neighbors in this area have upgraded
5 their homes the best they can. One particular neighbor
6 we have Joe Mazzucco, I think that's the right way,
7 used to be a baseball coach for the Atlanta Braves, and
8 he purchased a big piece of property there that used to
9 be the clubhouse. Put thousands and thousands of
10 dollars into that property. For them to have to
11 possibly look across the way to see a mobile home park
12 would definitely be a travesty.

13 Our property -- the prices of our homes would
14 definitely go down. Initially the people that came in
15 here and said that the brother was coming home from
16 wherever he was, I'm not really sure where he was
17 coming from to want to do this, stated that it would be
18 new mobile homes. Knowing what's been going on in that
19 property already so far we basically expect scrap metal
20 to be brought in there. Old trailers, bad trailers.
21 We really don't want this to take place.

22 Many of us have been here for all of the meetings
23 so far and I think you saw how strong -- I asked people
24 to stand up in the last meeting and the room was three
25 quarters full of people from our communities up there.

1 Basically this has brought a lot of our community with
2 the folks in the surrounding area of the Shoals closer.
3 Like the wonderful lady over here -- the couple that
4 have basically come into our community -- we have a
5 site on line and we're keeping the neighborhood safe
6 that way. When we have somebody in the neighborhood
7 that obviously doesn't belong, it goes across real
8 quick in the neighborhood that somebody's out there and
9 everybody goes and checks them out. So it's a really
10 safe community and we really don't want it to be any
11 different. Thank you, gentlemen.

12 TOMMY DUNN: Yes, ma'am. Thank you.
13 Anyone else?

14 JEFF NEWELL: Jeff Newell. I live on
15 Shirley Circle, also. I guess I'm the new kid on the
16 block. My wife and I just recently moved here. And
17 so, my perspective is coming from the advantage point
18 that I fulfilled a lifetime dream of moving to a
19 wonderful lake community and having a beautiful home on
20 a lake, which I spent a lot of money on; I pay a lot of
21 taxes. And if I had known that I was going to have a
22 trailer park in my backyard, I would not have made that
23 choice. It's not a safe situation. It's not good for
24 property value. But if you're interested in folks
25 coming in and investing their hard earned money in your

1 community and enjoying the lake, then vote against
2 this. If you want to turn people away, start bringing
3 this type of stuff in around neighborhoods like this.
4 Thank you.

5 TOMMY DUNN: Anyone else? You've already
6 spoke. I'm sorry. Anyone else? Yes, sir.

7 ROBIN HARRISON: My name is Robin Harrison
8 and I'm from District 4. I also was one that attended
9 the Zoning Advisory Group back on October the 7th.
10 There were probably over fifty people here at that
11 meeting. Second the Planning Commission on October the
12 13th. There was probably thirty. Each point of those
13 meetings they were denied. I, like my friend here, as
14 one of the new kids on the block, my wife and I we
15 moved from Ashville just last year. We did all our
16 demographics studies. We had no friends or family or
17 reference point here, but we went to the Chamber, we
18 did all our research, got a good realtor, did
19 everything we could do proactively to see the direction
20 that this area was going in. We just moved there when
21 Green Pond was finished and we heard some good things.
22 But we also bought a home in that area. We were one of
23 the outside that had come in to view and look during
24 the events, fishing tournaments, etcetera, that were in
25 that area. If we would have known anything like this

1 would even be possible, we wouldn't have bought in that
2 area, either. I know at the first meeting there was a
3 representative that owned the Hartwell Marine and the
4 storage area. He was here. There was the guy -- the
5 owner of the bait shop, he was here. There were
6 concerned homeowners from the Marina Association that
7 was just mentioned. There was also other property
8 owners that had come with -- that had done a study --
9 Mary Iacovelli, owner of a realty company, definitely
10 assured us that if this would take place, our
11 properties would go down in value.

12 Again, I think from an outside perspective coming
13 in, if this is the direction of this area for Anderson,
14 which I would certainly hate to see, but that would
15 definitely be a sticking point with those of us that
16 would come from the outside to invest in this area. We
17 wouldn't come.

18 TOMMY DUNN: Thank you, sir. Anyone
19 else? Yes, ma'am.

20 LYNNE BREDESON: My name Lynne Bredeson, I'm
21 from Shirley Circle and I, too, bought with my husband
22 a year ago. We've lived there for about seven and a
23 half years and love the neighborhood. We walk there
24 every night. It's a wonderful, beautiful, quiet little
25 neighborhood. And this is a real concern to me

1 personally because where we lived in Bend, Oregon,
2 before we moved here, this happened. And as soon as
3 ground was broken we lost thirty thousand dollars. And
4 people in the two hundred homes that we were living in,
5 half of them moved out because of the concern. And in
6 fact, it did happen that the properties did go down.
7 We also moved. The amount of traffic doubled and then
8 tripled because the gentleman next to that property
9 also bought and then he left and so it changed the
10 demographics and took our property values way down.
11 And I strongly urge you to not do this to this little
12 community because it's strong. And one of the reasons
13 why we bought there was because of the commercial
14 community. So we want this not to be rezoned. And
15 we'll just keep showing up because we love the
16 neighborhood.

17 TOMMY DUNN: Thank you. Anyone else?
18 We've got the gist of it, I think, ma'am. You spoke.
19 Anyone else? Anybody new? Public hearing will be
20 closed. Mr. Forman?

21 MIKE FORMAN: Nothing to add, sir.

22 TOMMY DUNN: We have a motion or not a
23 motion? Mr. Allen?

24 TOM ALLEN: So moved.

25 FRANCIS CROWDER: Second.

1 TOMMY DUNN: What's your motion?

2 TOM ALLEN: Motion to deny.

3 TOMMY DUNN: Mr. Allen makes a motion to
4 deny. Mr. Crowder seconds the motion. Any further
5 discussion?

6 TOM ALLEN: Yes.

7 GRACIE FLOYD: Yes.

8 TOMMY DUNN: Mr. Allen first.

9 TOM ALLEN: Thank you for showing up
10 tonight. Seldom have I had so many phone calls on a
11 topic. I'll say that. You definitely got together on
12 this. I've heard your voice loud and clear. The
13 citizens of the Advisory Committee and the Zoning Board
14 have both denied this. And if I'm not mistaken I think
15 one comment that was made during one of those meetings
16 was they didn't have room to put septic tanks in
17 anyway, even if they wanted to put a trailer park in.
18 So that is kind of ridiculous. But we hear you loud
19 and clear. The recommendation is to deny this and
20 that's the way I'll be voting tonight.

21 TOMMY DUNN: Thank you, Mr. Allen. Ms.
22 Floyd.

23 GRACIE FLOYD: I heard you. I heard you.
24 Not only have I heard you, I have experienced the same
25 thing. But I do have one question. All right. A lady

1 stood and spoke about the person who has requested to
2 put the mobile home site there. Could that lady come
3 back to the podium, please?

4 TOMMY DUNN: No, ma'am, I don't think
5 there's no need in it.

6 GRACIE FLOYD: We don't think we're going
7 to need it?

8 TOMMY DUNN: I don't think there's going
9 to need to come back up.

10 GRACIE FLOYD: Well, I have some more
11 questions for that, anyway. Could somebody tell me
12 where is the person who wanted this? Is this person
13 already in the neighborhood somewhere?

14 TOMMY DUNN: No, ma'am.

15 GRACIE FLOYD: Not in the neighborhood?
16 Okay. Is this person in our -- in the county?

17 TOMMY DUNN: I got no way of knowing
18 that, but I mean, it's a public hearing, they have
19 every right to be here. They've been notified and
20 ain't showed interest.

21 GRACIE FLOYD: Okay.

22 ????: ???

23 TOMMY DUNN: We good. She said showed up
24 for the first meeting only. That's neither here or
25 there.

1 GRACIE FLOYD: Okay. That was the last
2 meeting when I was sick.

3 TOM ALLEN: No, it was at the zoning --
4 or citizens meeting. They were here.

5 GRACIE FLOYD: Okay. I want to know
6 because I need to know, I want to hear the other side
7 too. Because I want to know if we're going to deny
8 this, if we're going to have some repercussions from
9 the person who, you know, who wanted it. And I want to
10 know, do we have all of our bases covered, Mr. Forman?

11 MIKE FORMAN: Yes, ma'am.

12 GRACIE FLOYD: To, you know, to be able to
13 fight the rejection?

14 MIKE FORMAN: Yes, ma'am.

15 GRACIE FLOYD: We do?

16 MIKE FORMAN: Yes, ma'am.

17 GRACIE FLOYD: Okay. All right. Like I
18 said, I've been through this before. And we learned a
19 lot. And one of the things we learned, we were against
20 it as well, but you always have to watch out for
21 somebody else and what course that they may have.
22 Okay. Thank you.

23 TOMMY DUNN: Thank you, Ms. Floyd.
24 Anyone else? Mr. Crowder?

25 FRANCIS CROWDER: Actually tonight is a good

1 example of participatory voter representation. Thank
2 you for coming. It just breaks my heart sometimes when
3 we don't have many people ?? many agendas that we have
4 to make decisions about. But to me it was heartening
5 to hear each one of your testimonies and how you felt
6 you would like to impress us in the decision-making
7 process. Thank you for taking your time to come.

8 CINDY WILSON: Likewise.

9 TOMMY DUNN: We've got to vote, but I
10 just want to say one last thing is y'all very
11 fortunate. Y'all got a very good Council person in
12 y'all's district and he stayed on top of this and kept
13 other Council members informed about what was going on
14 and everything.

15 TOM ALLEN: I paid him five dollars.

16 TOMMY DUNN: All in favor of the motion
17 show of hands. All opposed like sign. Show the motion
18 carries unanimously.

19 Moving on.

20 ????: ??

21 TOMMY DUNN: That's it. That's it.

22 ????: Can't come back?

23 TOMMY DUNN: They've got a time period
24 they've got to wait to come back. It'll be over a year
25 or so.

1 MIKE FORMAN: One year from today.

2 TOMMY DUNN: One year from today before
3 they can come back. Yes, ma'am.

4 CINDY WILSON: Or they can go to Circuit
5 Court.

6 TOMMY DUNN: Be moving on to Item number
7 (c), 8(c) 2015-040 an ordinance to rezone +/- 33.75
8 acres from R-20 (single-family Residential) to R-A
9 (Residential-Agriculture) at 5575 Hwy 187 (TMS 027-00-
10 01-003) in Council District #4.

11 This will be another public hearing. Anyone
12 wishing to step forward on this matter please step
13 forward, state your name and district and address the
14 Chair, please. Anyone at all? Hearing none, public
15 hearing will be closed. Mr. Forman, you got any
16 comments or anything?

17 MIKE FORMAN: No, sir.

18 TOMMY DUNN: We have a motion on this?

19 CINDY WILSON: So moved.

20 TOMMY DUNN: Motion Ms. Wilson to move
21 forward. Have a second?

22 TOM ALLEN: Second.

23 TOMMY DUNN: Second Mr. Allen. Any
24 further discussion?

25 GRACIE FLOYD: Yes.

1 TOMMY DUNN: Ms. Floyd?

2 GRACIE FLOYD: Mr. Allen, could you please
3 -- I mean, Mr. Forman, could you please tell me what is
4 going on here?

5 MIKE FORMAN: Yes, ma'am. The property is
6 currently zoned R-20, that's twenty thousand square
7 foot minimum lots. They're requesting R-A for the
8 purpose of being able to house a few farm animals.

9 GRACIE FLOYD: Say that again, now, they
10 want ---

11 MIKE FORMAN: They're requesting some farm
12 animals on their property and under the current zoning
13 classification of R-20 they are unable to do so. So
14 they are requesting R-A residential agricultural.

15 GRACIE FLOYD: To be changed so they can
16 have -- oh, so they can have animals on their property;
17 right?

18 MIKE FORMAN: Yes, ma'am.

19 GRACIE FLOYD: What about the houses around
20 them?

21 MIKE FORMAN: There's not a whole heck of
22 a lot around -- directly around that property.

23 GRACIE FLOYD: Are there animals already
24 out there?

25 MIKE FORMAN: Yes, ma'am.

1 GRACIE FLOYD: Okay. All right. Thank
2 you.

3 MIKE FORMAN: Yes, ma'am.

4 TOMMY DUNN: Anyone else? Hearing none,
5 all in favor of the motion show of hands. All opposed
6 like sign. Show the motion carries unanimously.
7 Moving on -- Mr. Crowder?

8 FRANCIS CROWDER: After the next one, could we
9 take a break?

10 TOMMY DUNN: Yes, sir, moving on to Item
11 number 9(a) Resolution R2015-061 a resolution
12 authorizing the Anderson County Roads and Bridges
13 Department to perform maintenance on certain identified
14 roads. Have a motion to move this forward?

15 FRANCIS CROWDER: I make a motion.

16 CINDY WILSON: Second.

17 TOMMY DUNN: Motion Mr. Crowder. Second
18 Ms. Wilson. Any further discussion?

19 GRACIE FLOYD: Yes.

20 TOMMY DUNN: Ms. Floyd, go right ahead.

21 GRACIE FLOYD: What roads are these, Mr.
22 Burns? What are we talking about here?

23 RUSTY BURNS: In the packet.

24 GRACIE FLOYD: I didn't get to the packet.
25 Could you please tell me?

1 RUSTY BURNS: Those are at my station, but
2 we can ---

3 GRACIE FLOYD: Is there anybody here who
4 has it?

5 CINDY WILSON: Edgebrook Drive, County Line
6 Road, and Hugo Drive.

7 TOM ALLEN: Right.

8 GRACIE FLOYD: Mr. Burns?

9 RUSTY BURNS: Yes, ma'am.

10 GRACIE FLOYD: Are these -- where are these
11 roads located, Mr. Burns; in whose District?

12 KEN WATERS: Is this Edgebrook Drive?

13 CINDY WILSON: District 1.

14 RUSTY BURNS: Edgebrook Drive, County Line
15 Road is in three and Hugo Drive is in four.

16 GRACIE FLOYD: Okay. We had the first one
17 in one, the second was in which one?

18 RUSTY BURNS: Three. And the next one was
19 in four.

20 GRACIE FLOYD: Okay. Good. Thank you.

21 TOMMY DUNN: Have a motion to move this
22 forward or we already done that? We've done that, I'm
23 sorry. All in favor of the motion show of hands. All
24 opposed like sign. Show the motion carries
25 unanimously.

1 We'll take a short break.

2 **(RECESS FROM 7:15 PM TO 7:25 PM)**

3 TOMMY DUNN: Call Council back in
4 session.

5 Moving on to Item number 10, Report from the
6 Finance Committee. Mr. Chairman, Mr. Crowder.

7 FRANCIS CROWDER: All right. Thank you,
8 Chairman. The Finance Committee met November 12th,
9 2015 at one p.m. and considered the items that have
10 been presented to us by Mr. Burns and his staff. The
11 first item in your packet, you will see that there is a
12 memorandum of understanding with Tri-County Tech for us
13 to assume possession of their culinary equipment from
14 their kitchens where they taught students. Tri-County
15 Tech is no longer interested in pursuing that program
16 and they have a world of very good equipment that can
17 be used at places such as the Civic Center, the
18 Detention Center and other places. And so Finance
19 Committee recommends for your approval the memorandum
20 of understanding contained in your packet.

21 TOMMY DUNN: Have a motion coming from
22 Finance Committee doesn't need a second. Mr. Burns,
23 making sure everybody on the same page. Ain't this for
24 a dollar?

25 RUSTY BURNS: Yes, sir, this is for a

1 dollar a year. It's between two hundred and fifty
2 three hundred thousand dollars, and we can use it in a
3 variety of locations in the county.

4 TOMMY DUNN: Thank you. Any more
5 discussion?

6 GRACIE FLOYD: Yes.

7 TOMMY DUNN: Ms. Floyd?

8 GRACIE FLOYD: Mr. Burns, is there anything
9 in that group of equipment that could be used out in
10 the kitchen on the ---

11 RUSTY BURNS: Yes, ma'am.

12 GRACIE FLOYD: Let me finish, okay? Thank
13 you. That could be used out in the kitchen at the
14 lake? All right. What?

15 RUSTY BURNS: Not -- until we take full
16 possession -- although we've examined the equipment --
17 we expect to upgrade the kitchens at the Civic Center
18 and there are other items there. Almost three hundred
19 thousand dollars worth of items. We don't know
20 precisely where everything can go. But we will be
21 finding the best places for that equipment to go.

22 GRACIE FLOYD: And this is going to cost
23 the county one dollar.

24 RUSTY BURNS: Per year, yes, ma'am.

25 GRACIE FLOYD: Per year.

1 RUSTY BURNS: Yes, ma'am.

2 GRACIE FLOYD: All right. Will it become
3 ours or would it still be Tri-County Tech? If we
4 decide that we didn't want it any more, we couldn't use
5 it, then what?

6 RUSTY BURNS: If we don't want it any
7 more, I know some other people who want it right now.

8 GRACIE FLOYD: For the county?

9 RUSTY BURNS: If we don't use it then we
10 would return it back to Tri-County Tech.

11 GRACIE FLOYD: Okay. That's what I needed
12 to know. Thank you.

13 TOMMY DUNN: More discussion? All in
14 favor of the motion show of hands. All opposed like
15 sign. Show the motion carries unanimously.

16 Moving on to Item number 10(b) Bids. First will be
17 the Five Mile Sewer line. Mr. Chairman.

18 FRANCIS CROWDER: Yes, sir. Bids were opened
19 for the Five Mile interceptor phase I project, which
20 you have a map of on your desk, which is phase I that
21 goes from out close to the airport on out a piece and
22 you will notice that the lowest qualified bidder was
23 Strack Incorporated and their bid was two million six
24 hundred and forty-four thousand three hundred and
25 eighty-three dollars and fifty cent. And so, Mr.

1 Singleton and his consultants, Goodwyn, Mills and
2 Cawood, recommend, after review of the technical
3 details of the bid spec, this company for the work.
4 Finance Committee concurs and asks Council for its
5 consideration tonight.

6 TOMMY DUNN: Have a motion coming from
7 Finance Committee doesn't need a second. Any further
8 discussion?

9 CINDY WILSON: May I?

10 TOMMY DUNN: Ms. Wilson.

11 CINDY WILSON: Mr. Carroll, did y'all find
12 out anything more about the cost of the hay or straw
13 that they would be using to ---

14 ROBERT CARROLL: Not at this point, but we
15 are going to discuss that further before we finalize
16 the contract with them.

17 CINDY WILSON: Okay, good.

18 ROBERT CARROLL: We don't have an answer
19 right now, ma'am.

20 CINDY WILSON: Apparently the hay over near
21 Atlanta is about four times as much as it is locally.

22 TOMMY DUNN: That's where a lot of it
23 comes from here. Used to, sure enough.

24 CINDY WILSON: Thank you.

25 TOMMY DUNN: Any more discussion? All in

1 favor of the motion show of hands. All opposed like
2 sign. Show the motion carries unanimously.

3 Now moving on to Item number (b), 10 (b).

4 FRANCIS CROWDER: Yes, sir. Thank you. This
5 is bid 16-024 which is contained in your packet. These
6 are the roads that are to be improved that are the
7 county roads that each Council member allocated X
8 number of dollars and other monies and so the award is
9 recommended to go to Pickens Construction Company for
10 three million eight hundred and fifty-four thousand
11 five hundred and one dollars and sixty-five cent. And
12 they are -- their plant is now SCDOT qualified. Is
13 that correct?

14 ROBERT CARROLL: Yes, sir.

15 FRANCIS CROWDER: Thank you. I didn't see you
16 move down. I'd let you be doing it all.

17 TOMMY DUNN: Thank you, Mr. Crowder.
18 Coming from Finance Committee doesn't need a second.
19 Any discussion? All in favor of the motion show of
20 hands. All opposed like sign. Show the motion carries
21 unanimously.

22 Moving on to Item number 10(c). And for
23 information I believe one and three is only for
24 information. Items number 1 and 3 won't be taking no
25 votes on that, be only for information. Mr. Chairman.

1 FRANCIS CROWDER: Yes, sir. The Finance
2 Committee reviewed the purchase agreement and made
3 several suggestions at that time. Certain blanks were
4 blank, like a purchase price and how much we were going
5 to put in escrow and how many days. We recommended a
6 hundred and fifty days. So this is in your agenda
7 packet tonight as the Chairman has already stated for
8 information only for you to review and hopefully we
9 will be voting on it at the next Council meeting.

10 TOMMY DUNN: Thank you.

11 Moving on to Item number 2.

12 FRANCIS CROWDER: All right. Item number 2 is
13 the reimbursement resolution for the Industrial Park.
14 You will recall we had discussions that Council
15 requested or approved Mr. Burns and his staff to move
16 forward in negotiating some GO bonds and the best way
17 to go and our Finance Director has been actively
18 involved in that and they will be bringing to us the
19 actual GO bonds at a later Council date because it
20 takes time to get that paperwork up and all the
21 processes of who is going to bid and who is going to be
22 low bidder. But tonight the purpose of this is to pass
23 a resolution that will allow Mr. Burns to move forward
24 with the park and hire an engineer to lay out the best
25 roads layout, so that we get the most out of it and

1 other ancillary timed things and create disbursements.
2 And this agreement allows us to be paid back out of the
3 bond so that we don't have to use our funds. So that's
4 the intent of the resolution.

5 TOMMY DUNN: Having come from Finance
6 Committee, again, doesn't need a second. Are there any
7 discussion? All in favor of the motion show of hands.
8 Opposed like sign. Show the motion carries
9 unanimously.

10 As we said earlier number 3 is for information
11 only. I believe we'll have to -- there'll be a public
12 hearing on this. Mr. Chairman, you want to discuss
13 anything?

14 FRANCIS CROWDER: Yes, sir. You will recall
15 that previously we've done JEDA bonds. These are Job
16 Economic Development Bonds. The last one that I
17 remember was the big one that we did for AnMed. These
18 bonds actually are required to be approved by Council.
19 But they create no contingent liability to the county.
20 We have no obligation to pay them; it's just an
21 endorsement that we think that the project is a
22 worthwhile project. And so the Tri County project, if
23 you read the content, you will see that it actually
24 covers three -- at least three things.

25 Number one, to do a brand new student center.

1 Number two, to renovate Rose Hall and some ancillary
2 buildings that will then be better suited for a One
3 Stop Shop for admission and student paperwork. And
4 number three, to create a steam plant and to supply
5 steam and other energy related to the whole campus.
6 And fourthly, it really was four, and also to have
7 money in the bond to pay for the expense of the bond.
8 So the Finance Committee reviewed that and we have it
9 for your consideration and hopefully it will be
10 approved at the next Council meeting.

11 TOMMY DUNN: We have a motion. Oh, I'm
12 sorry, it's only for information. I'm sorry.

13 Moving on to Item number 4, transfer of dump truck
14 to Tri-County Technical College. Mr. Crowder.

15 FRANCIS CROWDER: Yes, sir. Well, Tri-County
16 Tech is in need of a dump truck and our fleet services
17 has identified one that has very high mileage on it.
18 And so consequently the Finance Committee recommends
19 the transfer of that specific dump truck to Tri-County
20 Technical College.

21 TOMMY DUNN: Coming from Finance
22 Committee doesn't need a second. Just want to add
23 this, we'll -- got a good working relationship with
24 Tri-County Tech helping out with this. Seen that a few
25 minutes ago on this kitchen equipment. They also have

1 agreed and they would do this regardless of the dump
2 truck, but it'll help us when we need some -- get some
3 DOT drivers approved for our license, everything. Very
4 handy. Any more discussion on this? All in favor of
5 the motion show of hands. Opposed like sign. Show the
6 motion carries unanimously.

7 Moving on to Item number(d) budget transfers. Mr.
8 Chairman.

9 FRANCIS CROWDER: Yes, sir. Thank you,
10 Chairman. You will notice that there are numerous
11 budget transfers listed in the page that range from
12 three thousand eight hundred dollars or whatever the
13 figure is -- three thousand eight hundred dollars for
14 micro-filming that's required by regulation to a wide
15 variety of things, including actually transferring
16 money out of where we had it in part-time salaries and
17 the fringe benefits to pay for the intern that planning
18 used. Clemson has alerted us that we don't pay the
19 student, we pay them. So this money actually puts it
20 in the professional services so that we can pay them.
21 You will notice that there are other items in there
22 that -- one is to move money to capital purchases for
23 the Clerk of Court so that they can have two tri-medical
24 safety links at their place so that they can cope with
25 any emergency. The big dollar one is transferring

1 money out of our contingency fund, better known as our
2 fund balance, because it was not appropriated in the
3 original balance, twenty thousand dollars to Clemson
4 University to -- for the county to be able to
5 participate in the horticulture education program. You
6 have an item to purchase a spectrometer and a tri-
7 medics. The spectrometer is a device, if you ever
8 watch NCIS, you'll see the little lab technician walk
9 up and make her little thing and stick it in there and
10 then it reads out all the chemical elements or
11 compounds. That's what that is. And so the other
12 items are less important. I will notice -- well, all
13 of them are important -- you will notice that there is
14 one item, ten thousand dollars, to pay overtime
15 salaries for the relief effort that we supplied on
16 behalf for Richland County. But we understand at a
17 later date -- is it not true, Mr. Burns -- we will be
18 reimbursed for that?

19 RUSTY BURNS: Yes, sir.

20 FRANCIS CROWDER: So you can see what we're
21 dealing with. So the Finance Committee recommends
22 approval of all of these budget transfers.

23 TOMMY DUNN: Have a motion from Finance
24 Committee doesn't need a second. Any discussion? All
25 in favor of the motion show of hands. All opposed like

1 sign. Show the motion carries unanimously.

2 Thank you, Mr. Chairman. Anything else?

3 FRANCIS CROWDER: No, sir. Thank you for the
4 opportunity.

5 TOMMY DUNN: Okay. We'll be moving on to
6 Item number 11. Request by Council members. Mr.
7 Waters.

8 KEN WATERS: I was just looking at some
9 of these and they're all very good. You know, our
10 budget is limited. Mr. Burns, would it be possible
11 that we might could have a meeting maybe after the
12 first of the year and meet with some of the 501(c)(3)s
13 and just kind of get together and see who they are and
14 do something like that. Would it be possible to have a
15 meeting, because I would love to do something for all
16 of these, but we just don't have that much money, you
17 know. And they're very good projects. Could we do
18 that; get together with those guys?

19 RUSTY BURNS: Yes, sir. As I understand
20 it, because you mentioned this to me earlier today,
21 that you would like to have a meeting at the Civic
22 Center where you would invite all 501(c)(3)s in the
23 county and just see if there are any joint projects
24 that they could perform together and maybe form a
25 working coalition. Yes, sir, we'd be happy to do that.

1 KEN WATERS: Yeah, yeah, if we could do
2 that after the first of the year, I'd appreciate it
3 because all of these are good and I'd love to do
4 something, but we just don't have that much money in
5 our rec accounts. And so if we could do that, but I
6 have none at this time. I appreciate that.

7 TOMMY DUNN: Thank you, Mr. Waters. Mr.
8 Allen?

9 TOM ALLEN: I have none at this time,
10 either. I'm getting really slim on rec money.

11 TOMMY DUNN: Thank you. Ms. Floyd.

12 GRACIE FLOYD: I don't have any.

13 TOMMY DUNN: Thank you, Ms. Floyd. Mr.
14 Cole?

15 MITCHELL COLE: Mr. Chairman, I have three
16 if I could combine these.

17 TOMMY DUNN: Yes, sir, if that's your
18 pleasure. Yes, sir.

19 MITCHELL COLE: I'd like to allocate five
20 thousand dollars to Starr Athletic Association, three
21 hundred dollars to Salvation Army, and two hundred
22 dollars to the Golden Harvest Food Bank.

23 TOMMY DUNN: We have a motion from Mr.
24 Cole.

25 CINDY WILSON: Second.

1 TOMMY DUNN: Second by Ms. Wilson. Any
2 further discussion? Hearing none, all in favor of the
3 motion show of hands. All opposed like sign. Show the
4 motion carries unanimously. Anything else, Mr. Cole?

5 MITCHELL COLE: No.

6 TOMMY DUNN: Thank you. Mr. Crowder?

7 FRANCIS CROWDER: Well, I'm in the Christmas
8 spirit. I don't want to be the Grinch that stole
9 Christmas. I'm kidding. I watched that movie the
10 other night. Anyway, I would like to at one time, ask
11 Council to allow me to move from my recreation --
12 District 1's recreation account one thousand dollars
13 for the Haven of Rest, one thousand dollars to the Mill
14 Town Players, one thousand dollars to the Salvation
15 Army and three hundred dollars to the Golden Harvest
16 Food Bank.

17 CINDY WILSON: Second.

18 TOMMY DUNN: Have a motion Mr. Crowder
19 and a second Ms. Wilson. Any further discussion?
20 Hearing none, all in favor of the motion show of hands.
21 All opposed like sign. Show the motion carries
22 unanimously. Thank you, Mr. Crowder.

23 FRANCIS CROWDER: Thank you.

24 TOMMY DUNN: Ms. Wilson?

25 CINDY WILSON: Thank you, Mr. Chairman.

1 Maybe I should point out that District 7 has the least
2 amount of money of all of you. But anyway, I won't
3 fuss about that. District 7 would like to appropriate
4 to the Salvation Army three hundred dollars and to
5 Golden Harvest Food Bank two hundred dollars from our
6 rec account.

7 TOMMY DUNN: Have a second? Second Mr.
8 Cole. Any further discussion? Hearing none, all in
9 favor of the motion show of hands. All opposed like
10 sign. Show the motion carries unanimously.

11 I whole heartedly agree with Mr. Waters about you
12 know everybody comes, we ain't got but so much money
13 and can't do -- I know all these people do good things,
14 but I would, out of District 5's rec account, give
15 three hundred dollars to the Salvation Army and two
16 hundred dollars to the Golden Harvest Food Bank. I put
17 that in the form of a motion.

18 MITCHELL COLE: Second.

19 TOMMY DUNN: Second Mr. Cole. Any
20 further discussion? All in favor of the motion show of
21 hands. All opposed like sign. Show the motion carries
22 unanimously. Thank y'all.

23 Moving on to -- and it's not on the agenda, but I
24 know we don't have no appointments by nobody. Double
25 check.

1 Okay. Moving on to Number 12, Administrator's
2 Report. Mr. Burns.

3 RUSTY BURNS: Mr. Chairman, just one
4 thing. Two weeks ago, a county staff and myself went
5 to a meeting with DHEC concerning Broadway Lake Dam.
6 At that point in time they told us that we needed to
7 provide an engineering statement. Just to let you know
8 that our engineer's in the process of getting ready to
9 do geo-technical services on Broadway Lake Dam and to
10 devise an engineering report. That's the status at
11 this point in time. We'll be updating Council as we
12 get further in.

13 TOMMY DUNN: Mr. Burns, is that something
14 you're doing in-house, or are you going outside?

15 RUSTY BURNS: No, sir, the geo-technical
16 services are going to have to be done outside and a
17 person who specializes in dam repair and construction
18 will have to be involved in the engineering.

19 TOMMY DUNN: Thanks.

20 Moving on to number 13, Citizens Comments. Anyone
21 wishing --- any one signed up, you got three minutes.
22 Please address the Chair and state your name and
23 district when Mr. Harmon calls your name. Mr. Harmon.

24 LEON HARMON: Mr. Chairman, we have one
25 citizen signed up. Freddie Baker.

1 TOMMY DUNN: Okay.

2 FREDDIE BAKER: How you doing? Freddie
3 Baker. Appreciate the opportunity. I'm in Ms. Floyd's
4 district, I think, is 2? I'd like to talk about
5 Broadway Lake since you brung it up. I live right
6 there on ?? Road. I growed up on Broadway Lake. I'm
7 fifty years old. But I was out there this summer with
8 my boy, out fishing and stuff like that. I noticed
9 that we do not have patrol boats on the lake no more.
10 I mean, used to see them out there every now and then.
11 We do see an occasional game warden coming by on the
12 bank, and we do see an occasional park officer that
13 comes by the park, we see that.

14 But we have obstacles in the water out there at
15 this time that is a danger to the public. One is, we
16 got property owners building hog wire fences out into
17 the lake claiming that property. That's not their
18 property. They own the property on the lake, but they
19 do not own the lake, you know. And when you got a boat
20 out the pulling seven, eight, nine year old on a tube
21 and they come off and they hit a fence post under
22 water, that's about that far -- I gave her pictures of
23 it; Mr. Hopkins, also -- about that far under water
24 they don't know that it's there. That's a danger to
25 our community. And I'd like to, you know, this

1 following summer -- if we could get a patrol out there
2 on the water once in a while. I've talked to DNR;
3 they're under the impression that we have people that
4 patrol the lake and stuff. I don't even think we got a
5 boat that I've seen out there in a while.

6 TOMMY DUNN: I think we can get
7 something. Going to cut you off, cut you short. We've
8 got to get -- we need to get some water back in that
9 lake first. We'll get that done and then we'll -- I
10 think we can get a boat on that. Mr. Burns, addressing
11 his concerns about somebody putting stuff out on the
12 lake as far as fences or anything like that, you got
13 someone taking care of that?

14 RUSTY BURNS: Yes, sir, we will.

15 TOMMY DUNN: I mean that needs to be
16 handled pronto.

17 FREDDIE BAKER: Appreciate y'all's help.

18 TOMMY DUNN: Yes, sir. Thank you. Ms.
19 Floyd.

20 GRACIE FLOYD: Mr. Chairman, may I address
21 that, please?

22 TOMMY DUNN: Yes, ma'am.

23 GRACIE FLOYD: Okay. Mr. Baker did call me
24 about it. One morning he called me and we talked about
25 it. And I immediately hung up the telephone and I

1 called Mr. Holt Hopkins to tell him about it. I called
2 Holt back and he told me a couple of days, I don't
3 remember how long it was, but he didn't -- he hadn't
4 had time to go out there to look at it. Meanwhile Mr.
5 Baker sent me some pictures of the whole problem down
6 there. I called -- he also sent Mr. Hopkins the same
7 pictures. I called Mr. Hopkins back and he said he did
8 go down there and he saw what the problem was and that
9 he would take care of the problem.

10 As far as somebody patrolling the lake, I was told
11 that that was being done. I was told that we had a new
12 person down there -- it was a lady -- and she was
13 supposed to be patrolling the lake and doing what needs
14 to be done.

15 I want to take you back a couple of years when the
16 county took the boat that belonged down on the lake and
17 they gave it to the city. I knew nothing about it
18 until the city had already started dismantling the
19 boat. We need one out there and the citizens -- the
20 neighbors and I got together in a meeting and we
21 decided that we were going -- wanted that boat back
22 because we needed it. Mr. Burns signed papers to me to
23 give to the citizens that said that he would see to it
24 that we have another boat out there. That our boat on
25 Broadway Lake, which, by the way, was purchased for

1 Broadway Lake, for Broadway Lake, but it has never been
2 done. We don't have a lake (verbatim) out there. I
3 asked that we have a dedicated person for the lake to,
4 you know, to check for safety, to patrol and
5 everything. And since we have done that, we've had
6 three or four of them. But I understand that we have a
7 lady that lives out there and nothing -- I don't know
8 what's being done. I never -- I have never heard from
9 any of them to tell me what needs to be done. But I
10 just want -- I want people to know that I am on that.
11 I have worked on that. Mr. Baker and I together have
12 worked on that. And it seems like here we are on step
13 one again. Thank you.

14 TOMMY DUNN: Thank you. Get that. Like
15 I said, the main thing is, right now, if we can just --
16 Mr. Burns get somebody out there because we may need
17 more than one person, we don't need nobody building
18 fences or putting stuff in the lake. I know it
19 happened on Lake Hartwell and put a stop to that before
20 it gets out of hand.

21 MITCHELL COLE: Mr. Chairman?

22 TOMMY DUNN: Mr. Cole?

23 MITCHELL COLE: I was -- I took a trip down
24 there myself just to see what the dam looked like. And
25 on the back side of the spillway, it's a danger to the

1 public because there are areas there that could be
2 washed out, that you can't really see over. I don't
3 know if we need fencing -- at least we need some
4 warning signs that says keep out or stay away.

5 RUSTY BURNS: We'll take care of that.
6 But you're exactly right, Mr. Cole. Because we have a
7 small problem with the intake on Broadway Lake. One
8 problem is with the flume in the back. That's where
9 that erosion is occurring. We also have to remove some
10 vegetation. That's why we have to do the geo-technical
11 support sole borings first so we can identify all of
12 those areas. Then we have to have an engineering plan
13 completed and construction could cost -- and we have an
14 estimate, and that's all it is -- between two hundred
15 and fifty to five hundred thousand dollars. And we
16 have a price from the core of engineers which they gave
17 us in 2005 that said to replace that dam would cost
18 thirty million dollars. So, I mean, that's precisely
19 where we are. Our engineer's working on the project
20 right now. We will address those issues in Broadway
21 Lake and we will examine those signs.

22 GRACIE FLOYD: Mr. Burns -- I mean, Mr. ---

23 TOMMY DUNN: Yes, ma'am.

24 GRACIE FLOYD: One more question, Mr.
25 Burns. Before he left one of our Senators gave us

1 thirty thousand dollars. He works up at the church
2 now. What was his name?

3 TOMMY DUNN: You talking about Gresham
4 Barrett, maybe, the Congressman.

5 GRACIE FLOYD: Thank you. Yeah,
6 Congressman. Gresham Barrett gave us thirty thousand
7 dollars so we could study that -- what needed to be
8 done down there. Is that money still available to us
9 or -- because I know we haven't used it for that.

10 RUSTY BURNS: Ms. Floyd, I'm not aware of
11 that money, but I will look at it in the morning and
12 find out.

13 GRACIE FLOYD: Okay. Please. Okay. Was
14 anybody here when he gave us that money? No.

15 TOMMY DUNN: I don't think I was, Ms.
16 Floyd. I don't remember it.

17 GRACIE FLOYD: Yeah, yeah, but he did. He
18 sent us a check for thirty thousand. We asked for
19 thirty million. We did. And we got thirty thousand to
20 study the lake. And I sure want to know what happened
21 to that money. Thank you.

22 TOMMY DUNN: Thank you.

23 Moving on now to comments from Council members.
24 Ms. Wilson?

25 CINDY WILSON: Thank you, Mr. Chairman.

1 One of the first things I learned when I came on
2 Council some years ago was about our volunteer fire
3 department. They're funded basically through a state
4 levy, but they're basically manned by volunteer
5 fireman. And we owe those men and women a debt of
6 gratitude. And yesterday a young man was laid to rest;
7 one of those volunteer fireman. It was a very touching
8 funeral. I have to say there were many grown men and
9 women with lots of tears in their eyes. We just don't
10 replace folks like that very easily. So I want to just
11 say thank you to our volunteer firemen. Thank you.

12 TOMMY DUNN: Thank you, Ms. Wilson. Mr.
13 Crowder?

14 FRANCIS CROWDER: I have nothing. Thank you,
15 sir.

16 TOMMY DUNN: Thank you. Thank you. Mr.
17 Cole?

18 MITCHELL COLE: Being in the Christmas
19 spirit again, just to let everybody know, I was riding
20 through Levonia today and looked over and there was a
21 nice artificial tree over there. Real pretty. Got
22 onto Hartwell and guess what? And I've got a picture
23 of it if you want to see it, a very pretty tree. And
24 I'm looking forward, Mr. Burns, to seeing ours. It'll
25 be prettier.

1 TOMMY DUNN: Thank you. Ms. Floyd?

2 GRACIE FLOYD: I don't have much to say.
3 I'm back. I missed the last meeting because I just
4 could not make the last meeting. But I want to tell
5 all of you out there and all of you over there, I am
6 down, but I'm not out. Thank you.

7 TOMMY DUNN: Thank you, Ms. Floyd. Mr.
8 Allen?

9 TOM ALLEN: Yeah, I just have a real
10 quick thing. I'd like to make a motion, Mr. Chairman,
11 if you'll agree to this, that in the dark of the night
12 that we sneak over to Hartwell and we steal that tree
13 and bring it back over. We'd save a lot of money.

14 TOMMY DUNN: We can all go, but you
15 better stay here. While you're gone, they might burn
16 your house down.

17 TOM ALLEN: I have nothing else, Mr.
18 Chair.

19 KEN WATERS: Well, so much for that idea.

20 TOMMY DUNN: Mr. Waters?

21 KEN WATERS: Yeah, got several things
22 tonight. Wren High School and Wren Park. Wren High
23 School, they will be playing down in Chapin this Friday
24 night in the playoffs. And over at Wren Park, I notice
25 they got the ice skating rink, so that's going to start

1 also Friday night. And looking -- I plan on going over
2 there and doing that at least, you know, just to ---

3 TOMMY DUNN: If you hurry up, we can go
4 over there in just a minute. We can all watch you.

5 KEN WATERS: Think I won't do it, do you?
6 I would wear a tutu, but it takes a four-four for me.

7 FRANCIS CROWDER: Do we need to go ahead and
8 buy the crutches?

9 KEN WATERS: Yeah, but anyway, that looks
10 like that's going to be a -- I notice that's a pretty
11 good idea. And I do plan on doing it. I will do that.

12 We'll have -- also, Hanna will be down at Irmo this
13 Friday night playing in the play-offs and Westside will
14 be at Cane Bay down at Summerville. So we've got three
15 of our county teams that will be playing in the
16 playoffs this weekend. Can anybody remember when we've
17 had somebody make it to second rounds like that? I
18 don't think I can. So that's a pretty good thing.

19 And then to put a punch in there for Palmetto,
20 they'll be starting their bass fishing team this year.
21 So that'll be the first year that they've had a bass
22 fishing team. So we've got a lot of good things
23 happening.

24 And the Christmas spirit, it's just that time of
25 year. You know, looking forward to a lot of good

1 things happening. And those are just two or three
2 things that I made note of. That's all I have, Mr.
3 Dunn.

4 TOMMY DUNN: Thank you, Mr. Waters. Just
5 a couple of things. Remind everybody thirtieth
6 anniversary of Arbor Day celebration will be December
7 4th, 2015 ten a.m. at the Civic Center. Before y'all
8 get excited, it'll be the Iva Civic Center. We got
9 more than one. It'll be the Iva Civic Center.

10 Couple of housekeeping things. If Council members
11 will please see Ms. Poulin in the next day or two.
12 Last Council meeting we got a letter stating a request
13 for board members -- a board that was out. Let's try
14 to get that board up and where they can function. We
15 got members that's not coming. They can't function
16 properly. I don't remember who that was. Kim, what
17 board was that, please? I know which one it is, but I
18 don't want ---

19 TOM ALLEN: Behavioral.

20 TOMMY DUNN: Behavioral Health. Okay.
21 Just want to make sure on that. She got that. And the
22 next thing on the list, keep up with Kim, everybody
23 should have got a letter about the rec money that's
24 been given out and stuff that people hasn't been
25 complying with the ordinance. So we know what our

1 ordinance says what's going to happen. So want to make
2 sure if some of y'all's stuff we need to make sure they
3 get up to snuff on that. Also want to -- today is
4 November the -- what's today, Mr. Burns?

5 KEN WATERS: 17th.

6 TOMMY DUNN: We're going to have a TV
7 station coming up pretty soon?

8 RUSTY BURNS: Very quickly.

9 TOMMY DUNN: Very quickly. Well, we're
10 getting where we won't hear this. Want to see. Be a
11 good time of year to get this thing started and get the
12 word out on things.

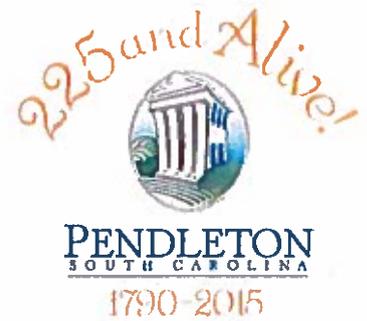
13 Also we'd like to follow up on Ms. Wilson's thing
14 about the death. I want to also thank the staff at the
15 Civic Center on short notice getting out there and
16 getting that Civic Center in operation, getting it
17 where they could use it. I would just like to say,
18 too, just throw it out there for what it's worth. I
19 know it's what you call it about this. But the Civic
20 Center ain't -- we all throw stones at it about this
21 that and the other -- how many times has that Civic
22 Center done just what it's done on things like that.
23 How much money did it make? Ain't supposed to. So
24 keep that -- things like this right here, that's what
25 it's called a Civic Center for.

Town of Pendleton

History, Hospitality, Happenings...HOME

Frank H. Crenshaw
Mayor

Steven Miller
Administrator



October 29, 2015

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

Councilmembers & County Administrator:

The Town of Pendleton is requesting to add two radios to the Anderson County Palmetto 800 system to support law enforcement operations within the Town of Pendleton. As you may know, the Town has decided to re-establish its Police Department and we would like the ability to have communication between the 911 Center and our partner law enforcement agencies. Events such as the recent Officer involved shooting where a suspect shot and killed one of the County's K9's, reminds us all how important unified communications are. Having an interoperable radio system affords a level of safety in both the community as well as the first responder not often seen in other areas of the country. We applaud the County for making such a critical investment in a Unified Communications system such as the Palmetto 800.

Our specific request is to add one mobile (car mounted) radio and one portable (handheld) radio to the system at this time. We anticipate adding six more radios shortly. We will provide the radios and we ask that the County provide the funding for the users fees as it does with the other agencies throughout the County. Please let us know if there is anything else you need, or if there is anything we can do for you.

COUNCIL

Bruce Kalley
Ward 1

We appreciate the continued support the Anderson County Sheriff's Office provides the Town of Pendleton.

Sandra Gantt
Ward 2

Sincerely,

M. Denise Jackson
Ward 3

A. Scott Ward
Ward 4

Steve Miller
Town Administrator

Doyle Burdette
Chief of Police

Municipal Complex
310 Greenville Street
Pendleton, SC 29670

Phone: 864-646-9409

Fax: 864-646-5425

info@townofpendleton.org
www.townofpendleton.org

1822

Applicant	Director	Project	App.	Staff	Committee	Council
Anderson Y	Joe Drennon	Midnight Flight Road Race	\$6,500	\$4,850	\$4,850	\$4,850
Anderson Arts Center	Kimberly Spears	Annual Tourism Projects	\$20,000	\$3,000	\$3,000	\$3,000
Anderson CVB	Neil Paul	Advertising	\$15,000	\$15,000	\$15,000	\$15,000
	Neil Paul	State Wrestling Championships	\$6,000	\$6,000	\$6,000	\$6,000
	Neil Paul	Operational Funding	\$10,000	\$10,000	\$10,000	\$10,000
	Neil Paul	ABA Couples Championship	\$7,500	\$0	\$0	\$0
	Neil Paul	ABA Ray Scott Championship	\$40,000	\$0	\$0	\$0
	Neil Paul	FLW Tour Event	\$65,000	\$0	\$0	\$0
Anderson Meals on Wheels	Laurie Ashley	Lake Hartwell Poker Run	\$5,000	\$0	\$1,750	\$1,750
Anderson County	Angie Stringer	Celebrate Anderson Weekend	\$25,000	\$6,000	\$6,000	\$6,000
Anderson County	Angie Stringer	BooGrass Bash	\$10,000	\$6,000	\$6,000	\$6,000
Anderson County Library	Faith Line	Electric City Comicon	\$1,500	\$1,500	\$1,500	\$1,500
Anderson County/Anderson Regional Airport	Justin Julien	2016 Anderson Regional Airshow	\$20,076	\$15,001	\$15,001	\$15,001
Anderson County/County Museum	Beverly Childs	New Roof	\$50,000	\$50,000	\$6,100	\$6,100
Friends of Anderson County Museum	Beverly Childs	Promotion of Events & Exhibits	\$25,000	\$15,000	\$15,000	\$15,000
Anderson County Parks	Sharon Nicometo	Saluda River Rally	\$20,000	\$10,000	\$10,000	\$10,000
Anderson International Festival	Kathy Benson	Ciao Italia	\$12,000	\$1,000	\$1,000	\$1,000
Anderson Lights of Hope	Ben Phillips	Upstate Regional Drill Championship	\$5,000	\$4,000	\$4,000	\$4,000
	Ben Phillips	Lights of Hope	\$5,000	\$0	\$0	\$0
	Ben Phillips	Christmas Gift Light Festival	\$5,000	\$2,500	\$2,500	\$2,500
Anderson Senior Follies	Beth Cribbe	Rockin' Seniors	\$3,000	\$1,500	\$1,500	\$1,500
Balloons Over Anderson	Steve Lambert	Balloons Over Anderson	\$7,000	\$7,000	\$7,000	\$7,000
Bart Garrison Ag. Museum of SC	Les McCall	STEM Upgrades & Visitor Experience Enhancement	\$8,846	\$4,000	\$4,000	\$4,000
Belton Museum	Kathy Benson	Temporary Exhibits	\$6,000	\$1,000	\$6,000	\$6,000
	Kathy Benson	Web Site	\$3,000	\$2,000	\$3,000	\$3,000
Belton Alliance	Kathy Benson	Cabinets, Sign Holders, Displays	\$3,600	\$2,500	\$3,600	\$3,600
	David Jones	Standpipe Festival	\$2,500	\$1,000	\$1,000	\$1,000
	Dion Jones	SC Chill Cook-Off Championships	\$6,000	\$1,500	\$5,100	\$5,100
Belton Center for the Arts	Betsy Chapman	Exhibits, Programming & Promotions	\$2,350	\$1,000	\$2,350	\$2,350
		Listening Room on Main	\$7,000	\$2,500	\$7,000	\$7,000
		Standpipe Festival Art Show	\$2,350	\$750	\$2,350	\$2,350
		New Roof for BCA	\$8,000	\$8,000	\$8,000	\$8,000
Belton Parks & Rec.	Joey Lance	BBQ Festival	\$10,000	\$0	\$0	\$0
Belton Tennis Assn.	Rex Maynard	Four Tennis Tournaments	\$18,000	\$18,000	\$18,000	\$18,000
Bowie Old Farm Reunion	Gary Jordan	Bowie Old Farm Show	\$10,000	\$2,000	\$2,000	\$2,000
City of Anderson	Bobby Beville	Holiday Ice in Carolina Wren Park	\$1,500	\$1,500	\$1,500	\$1,500
City of Anderson	Ruth Ann Terry	Restaurant Week	\$2,000	\$0	\$0	\$0
Clemson Kennel Club	Lois Delaney	AKC Dog Show & Trails	\$2,500	\$2,500	\$2,500	\$2,500
Clemson Little Theatre	Linda Lavold	Annual Advertising Budget	\$1,500	\$500	\$500	\$500
Dept. of SC Marine Corps League	Robert Ferguson	SC Marine Corps League Convention	\$1,500	\$700	\$700	\$700
Electric City Playhouse	Robin Parent	2015-16 Season Advertising	\$1,000	\$1,000	\$1,000	\$1,000
Fishers of Men SC Upstate Legacy Series	Rodney Floyd	Fishers of Men Lake Hartwell Tournament 1	\$2,000	\$300	\$300	\$300

Fishers of Men SC Upstate Legacy Series	Randy Morrison	Fishers of Men Lake Hartwell Tournament 2	\$3,500	\$300	\$300
Fishers of Men SC Upstate Legacy Series	Rodney Floyd	Fishers of Men Lake Hartwell Tournament 2	\$2,000	\$300	\$300
Fishers of Men SC Upstate Legacy Series	Randy Morrison	Fishers of Men Lake Hartwell Tournament 2	\$3,500	\$300	\$300
Fishers of Men SC Upstate Legacy Series	Rodney Floyd	Fishers of Men Black Bag Bass Tournament	\$6,000	\$500	\$500
Foothills Alliance	Tracie Bowie	Festival of Trees	\$500	\$500	\$500
Foothills Bridge	Linda Lewis	Electric City Sectional	\$3,000	\$2,000	\$2,000
GAMAC	Dana Gencarelli	Concert Season Advertising	\$4,000	\$2,000	\$2,000
Honea Path Merchants	Luther Moon	Sugarfoot Festival	\$11,300	\$1,000	\$1,000
ICIAI	Yvonne McGee	America the Beautiful	\$3,500	\$2,500	\$2,500
Iva Community Rec.	Nakia Davis	Dixie Youth District/State/World Series Tourney	\$15,000	\$12,500	\$15,000
	Nakia Davis	Field Upgrades for Dixie Youth	\$7,500	\$2,000	\$7,500
	Carey Jones	Regional Advertising	\$27,800	\$3,000	\$12,800
	Carey Jones	Father's Day Car Show	\$5,000	\$1,000	\$1,000
	Carey Jones	Block Party	\$5,000	\$1,000	\$1,000
	Carey Jones	Holiday Walk & Christmas Tree Lighting	\$1,500	\$0	\$0
	Carey Jones	Downtown Sketchcrawl	\$600	\$0	\$0
Mill Town Players	Will Ragland	Lighted Sign	\$5,000	\$0	\$0
Pendleton Area Business Assn.	Lou Koppel	Pendleton Square Map Printing	\$600	\$600	\$600
Pendleton Area Business Assn.	Lou Koppel	Pendleton Square Map Boxes	\$100	\$100	\$100
Pendleton District Comm.	Vicki Fletcher	Pendleton Spring Jubilee/Jubilee Joy Ride	\$9,800	\$4,000	\$4,000
	Vicki Fletcher	Hunter's Store Visitor Center Entry	\$36,725	\$2,500	\$2,500
Pendleton Historic Fndn.	Rebecca Pokorny	Foundation Promotion	\$12,400	\$4,000	\$8,200
Pints of the People	Liz Carey	Cotton Ball	\$11,300	\$1,000	\$1,000
Roberts Presbyterian Church	Manella Calhoun	Dog Park	\$12,000	\$0	\$0
SC 4-H Horse Program	Kristine Vernon	SC 4-H Horse	\$16,500	\$0	\$0
SC Upstate Equine Cncl.	Donna Patterson	Horse Play in May	\$15,000	\$3,000	\$3,000
Shalom House Ministries	Melody Chambers	The Shalom House Ride	\$3,000	\$2,000	\$2,000
John Thomas Ashley Camp #43	Allen Ashley	Battle of Anderson	\$20,000	\$4,000	\$4,000
24 Hour Musical Inc.	Noah Taylor	Shakespeare in the Park	\$5,150	\$0	\$0
T. Ed Garrison Arena	Charles Williams	Garrison Arena Promotions	\$9,000	\$9,000	\$9,000
Town of Williamston	Sonya Crandall	Mineral Spring Park Season of Events	\$20,500	\$6,000	\$8,000
Upstate Heritage Quilt Trail	Martha File	Quilt Trail Promotion	\$3,616	\$2,339	\$2,339
Williamston Springwater Comm.	David Meade	Springwater Festival	\$2,000	\$2,000	\$2,000
Williamston Springwater Comm.	David Meade	Christmas Park	\$650	\$650	\$650
Totals			\$746,263	\$279,190	\$279,190

**Anderson County ATAX Committee
Requests & Recommendation Summary for FY 2015-2016**

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Below is a summary of the requests for Accommodations Tax (ATAX) funding from Anderson County for fiscal year 2015-2016. **Total ATAX Funds Requested: \$746,263. Total ATAX Funds Available: \$279,188.80 (\$188,508 last year).**

- 1** **Applicant:** Anderson Area YMCA
Project: Midnight Flight Roadraces
Duration: September 5, 2016
Description: The road race expects 2,500 participants in 2016 of which 50% are from more than 50 miles away. A large number of the runners stayed the entire weekend in Anderson. This event will collaborate and promote in conjunction with The Tour de La France and Celebrate Anderson. The organization is requesting ATAX funding for marketing and advertising in runners' journals nationwide, print and broadcast media.

FY 15 Allocation: \$3,000
FY 16 Request: \$6,500
Recommendation: \$4,850
Committee: \$4,850
Council: \$

- 2** **Applicant:** Anderson Arts Center
Project: Annual Tourism Projects
Duration: September 2015 to August 2016
Description: ATAX would be used for print advertising, paying for facility operations, direct mail, website & email marketing and show invitations. Applicant says project will generate 2,320 room nights and more than 200,000 people visit annually.

FY 15 Allocation: \$3,000
FY 16 Request: \$20,000
Recommendation: \$3,000
Committee: \$3,000
Council: \$

- 3** **Applicant:** Anderson Convention and Visitors Bureau
Project: ABA Ray Scott Championship
Duration: April 4-10, 2016
Description: ATAX is requested to pay ABA's \$30,000 Host Fee and other items. ABA will give the CVB six full-page ads in its magazine, valued @ \$12,000. It will also provide two multi-page articles on Lake Hartwell & Anderson. The event will fill 2,750 room nights.

FY 15 Allocation: N/A
FY 16 Request: \$40,000 (\$0 eligible)
Recommendation: \$0
Committee: \$0
Council: \$

- 4 Applicant: Anderson Convention and Visitors Bureau
 Project: ABA Couples Championship
 Duration: October 3-7, 2016
 Description: ATAX would fund Host Fee (\$5,000), hotel rooms for tournaments staff, a banquet for participants. The CVB will get six ½ page ads in the ABA Magazine, valued at \$6,900. ABA will promote Anderson & Lake Hartwell on its website and magazine. It will fill 400 room nights. The Host Fee has to be paid this year. 4 of 22
- FY 15 Allocation:** N/A
 FY 16 Request: \$7,500 (\$0 eligible)
 Recommendation: \$0
 Committee: \$0
 Council: \$
- 5 Applicant: Anderson Convention and Visitors Bureau
 Project: Operational Funding
 Duration: January 1-August 1, 2016
 Description: ATAX would help pay for the operation of its Visitor Center including rent, insurance & utilities.
- FY 15 Allocation:** N/A
 FY 16 Request: \$10,000
 Recommendation: \$10,000
 Committee: \$10,000
 Council: \$
- 6 Applicant: Anderson Convention and Visitors Bureau
 Project: Advertising
 Duration: January 1-August 1, 2016
 Description: ATAX will pay for print, digital & billboard advertising; an *Anderson is the Capital of Lake Hartwell* campaign and rack cards.
- FY 15 Allocation:** N/A
 FY 16 Request: \$15,000
 Recommendation: \$15,000
 Committee: \$15,000
 Council: \$
- 7 Applicant: Anderson Convention and Visitors Bureau
 Project: FLW Tour Event
 Duration: Marc 17-20, 2016
 Description: ATAX is requested for the \$60,000 Host Fee, lodging and a Hospitality Tent. This event will fill 1,164 room nights. It will generate \$1.03 million in economic impact and a total media value of \$567,000. The CVB will get a free booth at the Forrest Wood Cup, valued at \$1,000. It'll also get a full page ad in the FLW magazine, valued at \$6,100.
- FY 15 Allocation:** N/A
 FY 16 Request: \$65,000 (\$0 eligible)
 Recommendation: \$0
 Committee: \$0
 Council: \$

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- 8 Applicant: Anderson Convention and Visitors Bureau
 Project: SC High School League Wrestling Championships
 Duration: February 26-27, 2106
 Description: This event annually generates more than 500 hotel room nights. ATAX would pay for meals for coaches, HS League Staff and Volunteers at the Civic Center on Friday night, Saturday morning and Saturday afternoon.
- FY 15 Allocation:** \$4,000
 FY 15 Request: \$6,000
 Recommendation: \$6,000
 Committee: \$6,000
 Council: \$
- 9 Applicant: Anderson Meals on Wheels
 Project: Lake Hartwell Poker Run
 Duration: June 18-19, 2016
 Description: ATAX would pay for advertising. The budget submitted has \$1,000 for signs, programs & flyers, \$750 for advertising and \$1,000 for postcards & mailings for a total of \$2,750.
- FY 15 Allocation:** N/A
 FY 15 Request: \$5,000
 Recommendation: \$0
 Committee: \$1,750
 Council: \$
- 10 Applicant: Anderson County
 Project: Celebrate Anderson Weekend
 Duration: September 4-7, 2015
 Description: The Tour de La France Bike Ride hopes to attract cyclists from around the state. US Cycling and US Handcycling have sanctioned criterium races at the Anderson Sports & Entertainment Center this year, which will attract approximately 200 riders. The event projects filling 350 hotel room nights. ATAX can only pay for two items on the budget submitted: Billboard Advertising (\$3,221) and Law Enforcement (\$3,450).
- FY 15 Allocation:** \$6,000
 FY 15 Request: \$25,000 (\$6,671 eligible)
 Recommendation: \$6,000
 Committee: \$6,000
 Council: \$
- Applicant: Anderson County
 Project: BooGrass Bash
 Duration: October 29-31, 2015
 Description: Inaugural Blue Grass Festival at ASEC. Applicant seeks \$8,000 for billboard advertising, web site, social media marketing and law enforcement.
- FY 15 Allocation:** N/A
 FY 16 Request: \$10,000
 Recommendation: \$6,000
 Committee: \$6,000
 Council: \$

Applicant: Anderson County/Anderson Regional Airport
 Project: 2016 Anderson Regional Airshow
 Duration: TBD
 Description: The airshow date will be announced when the headline act is booked. The 2015 airshow attracted 25,000 people. 2016 will be on a weekend. It seeks ATAX for: Website (\$3,596), TV Commercials (\$6,480) and Radio & Digital Advertising (\$10,000). The Airshow projects 300 room nights, 5,000 day visitors and a total economic impact of \$652,500.

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FY 15 Allocation: N/A
FY 16 Request: \$20,076
Recommendation: \$15,000.80
Committee: \$15,000.80
Council: \$

Applicant: Anderson County Library
 Project: Electric City ComiCon
 Duration: August 6, 2016
 Description: The first ComiCon was attended by 1,700 people. ATAX would pay for advertising outside of Anderson County.

FY 15 Allocation: N/A
FY 16 Request: \$1,500
Recommendation: \$1,500
Committee: \$1,500
Council: \$

14 Applicant: Friends of the Anderson County Museum
 Project: Promotion of Museum Events & Exhibits 2015-2016
 Duration: September 1, 2015 to August 31, 2016
 Description: The Anderson County Museum is the 2nd largest history museum in the state of South Carolina and a year round attraction for tourists. The museum hosted a record 20,000 visitors last year. ATAX funding would go towards TV ads, billboards, invitations, postage, printing and programs. It will advertise 24 permanent exhibits, 15 events and 57 programs to tourists.

FY 15 Allocation: \$12,000
FY 15 Request: \$25,000
Recommendation: \$15,000
Committee: \$15,000
Council: \$

Applicant: Anderson County Museum
 Project: New Roof
 Duration: January-February 2016
 Description: Construction, operation and maintenance of facilities for civic and cultural activities are allowable under the state ATAX law. The other \$400,000 cost of the roof is coming from the County's FY 16 Capital Improvement Budget. The current roof leaks in many places, including public areas of the Museum.

FY 15 Allocation: N/A
FY 16 Request: \$50,000
Recommendation: \$50,000
Committee: \$6,100
Council: \$

- 70422
- 16 Applicant: Anderson County Parks Dept.
 Project: Saluda River Rally
 Duration: June 4-5, 2016
 Description: The dept. will stage its seventh annual Saluda River Rally the first weekend in June to promote the developing Saluda River Blueway. SC's first floating ADA accessible kayak canoe launch is in Dolly Cooper Park, the site of the Rally. ATAX will pay for billboards to promote the event. 28% of participants discovered it through billboards and 11% were tourists.
- FY 15 Allocation: \$10,000**
 FY 16 Request: \$20,000
 Recommendation: \$10,000
 Committee: \$10,000
 Council: \$
- 17 Applicant: Anderson International Festival
 Project: Ciao Italia
 Duration: January-February, 2016
 Description: The bi-annual festival will focus on Italy and expects 10,000 people to attend the various events. ATAX is requested for billboards, brochures, print/radio/TV advertising and social media marketing.
- FY 15 Allocation: N/A**
 FY 16 Request: \$12,000
 Recommendation: \$1,000
 Committee: \$1,000
 Council: \$
- 18 Applicant: Anderson Lights of Hope
 Project: The Christmas Gift Light Festival
 Duration: November 26-December 25, 2015
 Description: Drive through Christmas light extravaganza now @ the Recycling Education Center. 48,000 people visit, 60% of which don't live in our county
- FY 15 Allocation: \$2,500**
 FY 16 Request: \$5,000
 Recommendation: \$2,500
 Committee: \$2,500
 Council: \$
- 19 Applicant: Anderson Lights of Hope
 Project: JROTC Drill Championships
 Duration: March 5, 2016
 Description: The event will have students representing 20-25 schools from TN, VA SC, NC and GA. They expect an additional 1.5 family members to accompany each student. 500 cadets attended last year from 10 schools
- FY 15 Allocation: \$4,000**
 FY 15 Request: \$5,000
 Recommendation: \$4,000
 Committee: \$4,000
 Council: \$

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- 20 Applicant: Anderson Lights of Hope
 Project: Anderson Lights of Hope
 Duration: Year Round
 Description: The group manages multiple events throughout the year which brings tourists here. It seeks money for advertising.
- FY 15 Allocation:** N/A
 FY 16 Request: \$5,000
 Recommendation: \$0
 Committee: \$0
 Council: \$
- Applicant: Anderson Senior Follies
 Project: Rockin' Seniors
 Duration: March 17-20, 2016
 Description: ATAX would pay for flyers, advertising and a web site. All five shows sell-out, with 70% (3,850) of the audience being non-Anderson residents.
- FY 15 Allocation:** N/A
 FY 16 Request: \$3,000
 Recommendation: \$1,500
 Committee: \$1,500
 Council: \$
- 22 Applicant: Balloons Over Anderson
 Project: Balloons Over Anderson
 Duration: October 9-11, 2015
 Description: The event will bring 1,200 people from all areas of South Carolina, North Carolina, and Georgia to Anderson County. The applicant's projection is 100 hotel room nights. They collected 206 different zip codes last year. ATAX will be used for TV commercials.
- FY 15 Allocation:** \$5,000
 FY 16 Request: \$7,000
 Recommendation: \$7,000
 Committee: \$7,000
 Council: \$
- 23 Applicant: Belton Area Museum Assn.
 Project: Temporary Exhibits
 Duration: September 2015-August 2016
 Description: The Museum will stage four exhibits. ATAX would help pay to advertise them to tourists.
- FY 15 Allocation:** N/A
 FY 16 Request: \$6,000
 Recommendation: \$1,000
 Committee: \$6,000
 Council: \$

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- 24 Applicant: Belton Area Museum Assn.
 Project: Website
 Duration: September 2015-August 2016
 Description: The Museum wants to develop a new website, which will help bring more tourists to the Museum.
 FY 15 Allocation: N/A
 FY 16 Request: \$3,000
 Recommendation: \$2,000
 Committee: \$3,000
 Council: \$
- 25 Applicant: Belton Area Museum Assn.
 Project: Cabinets, Sign Holders, Displays
 Duration: September 2015-August 2016
 Description: The Museum needs display cases and sign holders to properly display its permanent & temporary exhibits.
 FY 15 Allocation: N/A
 FY 16 Request: \$3,600
 Recommendation: \$2,500
 Committee: \$3,600
 Council: \$
- 26 Applicant: Belton Alliance
 Project: Standpipe Heritage & Arts Festival
 Duration: October 2-4, 2015
 Description: Annual festival to promote the City of Belton, the Belton Tennis Association, and the Belton Center for the Arts. This event is expected to generate 5000-7000 visitors. 250 are from out-of-state and 500 are from out-of-county. ATAX funding will be used for advertising.
 FY 15 Allocation: \$1,000
 FY 16 Request: \$2,500
 Recommendation: \$1,000
 Committee: \$1,000
 Council: \$
- 27 Applicant: Belton Center for the Arts
 Project: Programming and Promotions
 Duration: January 16, 2016-June 30, 2016
 Description: The Center's plans include five exhibitions, which will bring in tourists from neighboring counties and states. ATAX funding will be used for billboard advertising
 FY 15 Allocation: \$1,000
 FY 16 Request: \$2,350
 Recommendation: \$1,000
 Committee: \$2,350
 Council: \$

- 28 **Applicant:** Belton Center for the Arts
Project: Standpipe Arts Festival Juried Art Show
Duration: September 26, 2015 to November 13, 2015
Description: The opening reception for the annual event will draw well over 300 visitors and artists from across the state and neighboring states. ATAX funds will be used for billboards, signs, and programs.
- FY 15 Allocation:** \$750
FY 16 Request: \$2,350
Recommendation: \$750
Committee: \$2,350
Council: \$
- 29 **Applicant:** Belton Center for the Arts
Project: The Listening Room on Main
Duration: August 2014 to June 2015
Description: The Listening Room is a new performing arts venue in Belton. ATAX will primarily pay for billboard advertising.
- FY 15 Allocation:** \$5,000
FY 16 Request: \$7,000
Recommendation: \$2,500
Committee: \$7,000
Council: \$
- Applicant:** Belton Center for the Arts
Project: New Roof for BCA
Duration: N/A
Description: The BCA roof is leaking. ATAX is requested to help fund its replacement. Construction, operation and maintenance of facilities for civic and cultural activities are allowable under the state ATAX law.
- FY 15 Allocation:** N/A
FY 16 Request: \$8,000
Recommendation: \$8,000
Committee: \$8,000
Council: \$
- 31 **Applicant:** Belton Parks and Recreation
Project: BBQ Festival
Duration: November 14, 2015
Description: This is a new festival. It didn't submit an itemized budget. It requests money for advertising, which is allowed. Its requests for porta potty & wash station rentals and downtown clean-up aren't fundable.
- FY 15 Allocation:** N/A
FY 16 Request: \$10,000
Recommendation: \$0
Committee: \$0
Council: \$

- 32 Applicant: Belton Tennis Association
 Project: Palmetto Championships, SPUD Tourney, Hall of Fame & SC Men's Collegiate
 Duration: May 25-31, 2015, July 2016, Sept. 24-25 & Sept. 30-Oct. 2
 Description: The Palmetto Championships is the largest junior tennis tournament in South Carolina. Entries for this year's event are expected to be over 400 players, with most players bringing 2 to 3 people with them. ATAX funding will be used for advertising, promotions and hosting. The SPUD attracts 200 people, The Hall of Fame 250 and the SC Men's Collegiate more than 400.
- FY 15 Allocation:** \$13,500
 FY 16 Request: \$18,000
 Recommendation: \$18,000
 Committee: \$18,000
 Council: \$
- 33 Applicant: Bowie Old Farm Reunion, Inc.
 Project: Bowie Old Farm Show
 Duration: Sept. 23, 2016
 Description: This event held at the Bowie Farm is to preserve and promote the agricultural methods and cultural history of the past. ATAX funds will be used for land clearing, bathrooms and showers for campers and new colonial demonstration area.
- FY 15 Allocation:** \$2,000
 FY 16 Request: \$10,000
 Recommendation: \$2,000
 Committee: \$2,000
 Council: \$
- Applicant: City of Anderson
 Project: Holiday Ice in Carolina Wren Park
 Duration: November 20, 2015-January 18, 2016
 Description: A synthetic ice skating rink will be built in the park so people can enjoy the northern US tradition of ice skating. ATAX would pay for billboard advertising.
- FY 15 Allocation:** N/A
 FY 16 Request: \$1,500
 Recommendation: \$1,500
 Committee: \$1,500
 Council: \$
- Applicant: City of Anderson
 Project: Restaurant Week
 Duration: Two weeks during Anderson Intl. Festival in 2016
 Description: It seeks money to advertise Anderson Intl. Festival, along with Restaurant Week. It plans to advertise in Easley, Simpsonville and NE GA, which are all within 50 miles of Anderson County.
- FY 15 Allocation:** N/A
 FY 16 Request: \$2,000 (\$0 eligible)
 Recommendation: \$0
 Committee: \$0
 Council: \$

- 36 Applicant: Clemson Kennel Club
 Project: AKC Dog Show & Trials @ The Garrison Arena
 Duration: January 8-10, 2016
 Description: The club's 2015 show attracted 823 entries from more than 50 miles away and 648 dogs from other states. It seeks money to buy national magazine advertising to increase out-of-state entries.

FY 15 Allocation: \$2,500
FY 16 Request: \$2,500
Recommendation: \$2,500
Committee: \$2,500
Council: \$
- 37 Applicant: Clemson Little Theatre
 Project: Annual Advertising Budget
 Duration: September 1, 2015 to August 31, 2016
 Description: The Clemson Little Theatre is requesting ATAX funds to help advertise and promote the community theatre through cable TV ads.

FY 15 Allocation: \$500
FY 16 Request: \$1,500
Recommendation: \$500
Committee: \$500
Council: \$

Applicant: Dept. of SC Marine Corps League
 Project: SC Marine Corps League Convention
 Duration: June 2-5, 2016
 Description: The convention will be in Anderson, filling an estimated 130 room nights. It seeks \$700 for advertising. It also requests funding for shuttle busses, which is not an allowed use of ATAX.

FY 15 Allocation: N/A
FY 16 Request: \$1,500 (\$700 eligible)
Recommendation: \$700
Committee: \$700
Council: \$
- 39 Applicant: Electric City Playhouse
 Project: 2015-16 Season Advertising
 Duration: July 1, 2015-June 30, 2016
 Description: ATAX is requested to help pay for a website and advertising. 30% of its patrons live outside the City of Anderson.

FY 15 Allocation: \$1,000
FY 16 Request: \$1,000
Recommendation: \$1,000
Committee: \$1,000
Council: \$

Applicant: Fishers of Men SC Upstate Legacy Series Division
Project: Lake Hartwell Tournament 1
Duration: May 20-21, 2016
Description: The applicant seeks ATAX for payouts for the top three teams, advertising (\$300), door prizes, food & travel. It estimates 40 room nights.
FY 15 Allocation: N/A
FY 16 Request: \$2,000 (\$300 eligible)
Recommendation: \$300
Committee: \$300
Council: \$

Applicant: Fishers of Men SC Upstate Legacy Series Division
Project: Lake Hartwell Tournament 1
Duration: April 29-30, 2016
Description: The applicant seeks ATAX for payouts for the top three teams, advertising (\$300), door prizes, food & travel. It estimates two room nights.
FY 15 Allocation: N/A
FY 16 Request: \$3,500 (\$300 eligible)
Recommendation: \$300
Committee: \$300
Council: \$

Applicant: Fishers of Men SC Upstate Legacy Series Division
Project: Lake Hartwell Tournament 2
Duration: June 10-11, 2016
Description: The applicant seeks ATAX for payouts for the top three teams, advertising (\$300), door prizes, food & travel. It estimates 40 room nights.
FY 15 Allocation: N/A
FY 16 Request: \$2,000 (\$300 eligible)
Recommendation: \$300
Committee: \$300
Council: \$

Applicant: Fishers of Men SC Upstate Legacy Series Division
Project: Lake Hartwell Tournament 2
Duration: May 27-28, 2016
Description: The applicant seeks ATAX for payouts for the top three teams, advertising (\$300), door prizes, food & travel. It estimates two room nights.
FY 15 Allocation: N/A
FY 16 Request: \$3,500 (\$300 eligible)
Recommendation: \$300
Committee: \$300
Council: \$

Applicant: Fishers of Men SC Upstate Legacy Series Division
 Project: Black Bag Bass Tournament
 Duration: August 6, 2016
 Description: The applicant seeks ATAX for payouts for the top three teams, advertising (\$500), door prizes, food & travel. It estimates 80 room nights.
 FY 15 Allocation: N/A
 FY 16 Request: \$6,000 (\$500 eligible)
 Recommendation: \$500
 Committee: \$500
 Council: \$

45 Applicant: Foothills Alliance
 Project: Festival of Trees
 Duration: November 11-13, 2015
 Description: The Festival of Trees is a holiday family event designed to attract and draw attendees from throughout the Upstate as well as North Carolina and Georgia. ATAX funding will be used for advertising, billboards signage and printing.
 FY 15 Allocation: \$500
 FY 16 Request: \$500
 Recommendation: \$500
 Committee: \$500
 Council: \$

46 Applicant: Foothills Bridge
 Project: Electric City Sectional
 Duration: March 18-20, 2016
 Description: This is a tournament sanctioned by the American Bridge League, bringing in hundreds of players from around the southeast U.S. It generates 60 room nights. ATAX funding will be used for advertising in bridge publications.
 FY 15 Allocation: \$2,000
 FY 16 Request: \$3,000
 Recommendation: \$2,000
 Committee: \$2,000
 Council: \$

47 Applicant: GAMAC
 Project: Concert Season
 Duration: October 9, 2015-May 1, 2016
 Description: The GAMAC musicians will perform before more than 9,000 patrons of the Masterworks, Anderson Symphony Orchestra and Youth series (13 concerts), typically with 30% of the visitors from outside the county. ATAX funding will be used for advertising expenses.
 FY 15 Allocation: \$2,000
 FY 16 Request: \$4,000
 Recommendation: \$2,000
 Committee: \$2,000
 Council: \$

- 15 of 22
- 48 Applicant: Honea Path Merchant's Assn.
 Project: Sugarfoot & Honey Soppin' Festival
 Duration: October 23-24, 2015
 Description: The applicant money for billboards, print ads and a brochure.
 FY 15 Allocation: \$1,000
 FY 16 Request: \$11,300
 Recommendation: \$1,000
 Committee: \$1,000
 Council: \$
- 49 Applicant: ICIAI
 Project: America the Beautiful
 Duration: September 2014-August 2015
 Description: ATAX money will be used for operating the RevIva Visitor Center and promoting several events in Iva.
 FY 15 Allocation: \$2,500
 FY 16 Request: \$3,500
 Recommendation: \$2,500
 Committee: \$2,500
 Council: \$
- 50 Applicant: Iva Community Recreation
 Project: Dixie Youth State Championships
 Duration: June-July, 2016
 Description: It is bidding for the Dixie Youth tournament for boys & girls 8U-15U. 8-20 teams would compete, with a total of 300 players. It estimates the teams will fill between 500-750 room nights.
 FY 15 Allocation: \$12,500
 FY 16 Request: \$15,000
 Recommendation: \$12,500
 Committee: \$15,000
 Council: \$
- 51 Applicant: Iva Community Recreation
 Project: Field Modifications for Dixie Youth State Championships
 Duration: March-June 2015
 Description: It is bidding for the Dixie Youth tournament for boys & girls 8U-15U. 8-20 teams would compete, with a total of 300 players. It estimates the teams will fill between 500-750 room nights. It needs to make modifications to its playing fields to meet the tournament's requirements.
 FY 15 Allocation: \$2,000
 FY 16 Request: \$7,500
 Recommendation: \$2,000
 Committee: \$7,500
 Council: \$

- 16 of 22
- 52 Applicant: Main Street Program of Anderson
 Project: Holiday Walk and Tree Lighting
 Duration: December 5, 2015
 Description: Music and caroling on the square, Christmas lighting, arrival of Santa for the children. ATAX funds will be used for advertising in newspaper, radio, TV, posters, social media and brochures.
- FY 15 Allocation: \$0**
 FY 16 Request: \$1,500
 Recommendation: \$0
 Committee: \$0
 Council: \$
- 52 Applicant: Main Street Program of Anderson
 Project: Main Street Block Party
 Duration: April-October 2015
 Description: ATAX would be used for advertising.
- FY 15 Allocation: \$1,000**
 FY 16 Request: \$5,000
 Recommendation: \$1,000
 Committee: \$1,000
 Council: \$
- 53 Applicant: Main Street Program of Anderson
 Project: Main Street Father's Day Car Show
 Duration: June 18, 2016
 Description: Three to four states are represented in car participants, as well as visitors enjoying the day. ATAX funding will be used for advertising in magazines, posters and brochures.
- FY 15 Allocation: \$1,000**
 FY 16 Request: \$5,000
 Recommendation: \$1,000
 Committee: \$1,000
 Council: \$
- 54 Applicant: Main Street Program of Anderson
 Project: Regional Advertising
 Duration: July 1, 2015-June 30, 2016
 Description: This request is broken into five separate proposals. 1) Social Media Advertising (\$8,000); Regional Newspaper & Magazine Advertising (\$3,000); Billboards on I-85 (\$12,800); Regional Radio Advertising (\$2,500), National Magazine Advertising (\$1,500).
- FY 15 Allocation: \$2,033**
 FY 16 Request: \$27,800
 Recommendation: \$3,000
 Committee: \$12,800
 Council: \$

- 17 of 22
- 55 Applicant: Main Street Program of Anderson
 Project: Downtown SketchCrawl
 Duration: TBD
 Description: This request is for an art event where local & regional artists would sketch and paint scenes of their choice.
 FY 15 Allocation: N/A
 FY 16 Request: \$600
 Recommendation: \$0
 Committee: \$0
 Council: \$
- 56 Applicant: Mill Town Players
 Project: Lighted Sign
 Duration: November 16-December 4, 2015
 Description: 16,000 people have attended its shows @ the Pelzer Auditorium. People have complained the auditorium is hard to find.
 FY 15 Allocation: N/A
 FY 16 Request: \$5,000
 Recommendation: \$0
 Committee: \$0
 Council: \$
- Applicant: Pendleton Area Business Assn.
 Project: Pendleton Square Map Printing
 Duration: October 19-November 27, 2015
 Description: ATAX would help fund the printing of 3,000 maps. A trial run of maps earlier this year was well received. It estimates 200 room nights from special events held on the Square.
FY 15 Allocation: N/A
FY 16 Request: \$600
Recommendation: \$600
Committee: \$600
Council: \$
- Applicant: Pendleton Area Business Assn.
 Project: Pendleton Square Map Boxes
 Duration: October 19-November 27, 2015
 Description: ATAX would help fund 10 map boxes. It estimates 200 room nights from special events held on the Square.
FY 15 Allocation: N/A
FY 15 Request: \$100
Recommendation: \$100
Committee: \$100
Council: \$

- 59 Applicant: Pendleton District Commission
 Project: Hunter's Store Visitor Center Entry
 Duration: TBD
 Description: More than 1,000 people stopped into Hunter's Store last year. This project would make extensive alterations to create a logical pathway to the front door.

FY 15 Allocation: \$2,500 (project not done and \$\$ returned to county)
FY 16 Request: \$36,725
Recommendation: \$2,500
Committee: \$2,500
Council: \$

- 60 Applicant: Pendleton District Commission
 Project: Bart Garrison Ag. Museum of SC Visitor Experience Enhancement
 Duration: TBD
 Description: This project will integrate technology into museum exhibits and provide hands on education for all visitors. Two new exhibits; a Farming Simulator Experience and Interactive Science, Technology Engineering & Mathematics will be added.

FY 15 Allocation: N/A
FY 16 Request: \$8,846
Recommendation: \$4,000
Committee: \$4,000
Council: \$

- 61 Applicant: Pendleton District Commission
 Project: Pendleton Spring Jubilee & Jubilee Joy Ride
 Duration: April 2-3, 2016
 Description: Applicant requests ATX for eight weeks of billboards on I-26, I-85 & other highly traveled roads more than 50 miles from Anderson County.

FY 15 Allocation: N/A
FY 16 Request: \$9,800
Recommendation: \$4,000
Committee: \$4,000
Council: \$

- 62 Applicant: Pendleton Historic Foundation
 Project: Tourism Promotions for Ashtabula & Woodburn Historic House Museums
 Duration: Oct. 2015 to June 2016
 Description: It's requesting \$1,800 to print rack cards, posters & flyers, \$4,200 for advertising and \$6,900 for tourism support. This includes making its Guard House into a tourist information center. Portable bathroom rental (\$200) and docent/volunteer development (\$4,000) aren't eligible.

FY 15 Allocation: \$4,000
FY 15 Request: \$12,400 (\$8,200 eligible)
Recommendation: \$4,000
Committee: \$8,200
Council: \$

- 19 of 22
- 63 Applicant: Pints for the People
 Project: Cotton Ball
 Duration: December 31, 2015
 Description: It requests \$2,100 to advertise this event. It also requested funding for items ATAX can't pay for: Sound & Lighting in the Civic Center, Rental of the Civic Center and entertainment. It projects 30-50 room nights.
- FY 15 Allocation:** N/A
 FY 16 Request: \$11,300 (\$2,100 eligible)
 Recommendation: \$1,000
 Committee: \$1,000
 Council: \$
- 64 Applicant: Roberts Presbyterian Church
 Project: Dog Park
 Duration: TBD
 Description: This request doesn't fall under any of the eight permitted uses of ATAX set by the Tourism Expenditure Review Committee.
- FY 15 Allocation:** N/A
 FY 16 Request: \$12,000 (\$0 eligible)
 Recommendation: \$0
 Committee: \$0
 Council: \$
- 65 Applicant: The Belton Alliance
 Project: SC Chili Cook-Off Championship
 Duration: April 8-9, 2016
 Description: Belton has hosted the state championship since 2009 with winners advancing to the World Chili Cook-Off. ATAX would pay for advertising (\$4,500), website maintenance (\$400), mailings and promotion at other chili cook-offs (\$200). It also requested \$800 for portable toilets.
- FY 15 Allocation:** \$1,500
 FY 16 Request: \$6,000 (\$5,100 eligible)
 Recommendation: \$1,500
 Committee: \$5,100
 Council: \$
- Applicant: Shalom House Ministries
 Project: Advertising for Shalom House Bike Ride
 Duration: November 27, 2015
 Description: ATAX would pay for advertising. Last year, 100 riders from SC, GA & NC participated. 15 room nights are estimated.
- FY 15 Allocation:** N/A
 FY 16 Request: \$3,000
 Recommendation: \$2,000
 Committee: \$2,000
 Council: \$

- 20 of 22
- 67 Applicant: SC Upstate Equine Council
 Project: Horse Play in May
 Duration: May 21-22, 2016
 Description: The Garrison Arena annually attracts more than 80,000 tourists. Last year's event attracted 150 horses from SC, GA & NC. ATAX is requested for billboard advertising (\$13,830). Other advertising in the submitted budget includes local radio, Cable TV ads in NC (\$10,000), Local newspaper ads and local TV ads.
- FY 15 Allocation: \$12,500**
FY 16 Request: \$15,000
Recommendation: \$3,000
Committee: \$3,000
Council: \$
- 68 Applicant: SC 4-H Horse Program
 Project: SC 4-H Horse Show
 Duration: June 21-25, 2016
 Description: None of the items requested in its budget are fundable by ATAX.
- FY 15 Allocation: N/A**
FY 16 Request: \$16,500 (\$0 eligible)
Recommendation: \$0
Committee: \$0
Council: \$
- 69 Applicant: John Thomas Ashley Camp #43
 Project: Battle of Anderson
 Duration: April 15-17, 2016
 Description: The camp teaches southern history by recreating the true life of the civil War, and the Battle of Anderson, the last skirmish east of the Mississippi River. The camp draws spectators from many other southeastern states. ATAX funding will be used for billboards, posters and newspaper ads. The event will fill 25 hotel room nights. The Hunley submarine replica will be at next year's event.
- FY 15 Allocation: \$8,666**
FY 16 Request: \$20,000
Recommendation: \$4,000
Committee: \$4,000
Council: \$
- 70 Applicant: 24 Hour Musical, Inc.
 Project: Shakespeare in the Park
 Duration: June 2016
 Description: The group said 400 tourists attended its 2015 production in Wren Park. It also said "patrons will not necessarily require overnight accommodations." It seeks money for print & Web marketing. It also seeks money for personnel and production supplies, which aren't ATAX eligible.
- FY 15 Allocation: N/A**
FY 15 Request: \$5,150 (\$3,150 eligible)
Recommendation: \$0
Committee: \$0
Council: \$

- 71 Applicant: T. Ed Garrison Arena
 Project: Garrison Arena Promotions
 Duration: October 2015-August 2016
 Description: All funds will be utilized for advertising in national and regional publications to introduce the Arena and Arena event opportunities. Events at the Arena generate hundreds of hotel room nights annually and attract 80,000 tourists.
- FY 15 Allocation: \$9,000**
FY 16 Request: \$9,000
Recommendation: \$9,000
Committee: \$9,000
Council: \$
- 72 Applicant: Upstate Heritage Quilt Trail
 Project: Quilt Trail Promotion
 Duration: October 2015-August 2016
 Description: The trail now has 161 quilts in Anderson, Pickens & Oconee Counties. ATAX would fund an updated trail map and advertising to heritage & art tourists in several publications. The trail is also seeking ATAX funding from Pickens & Oconee Counties and the cities of Anderson & Clemson.
- FY 15 Allocation: \$2,334**
FY 16 Request: \$3,616
Recommendation: \$2,339
Committee: \$2,339
Council: \$
- Applicant: Town of Williamston
 Project: Mineral Spring Park Season of Events
 Duration: November 28, 2015-January 1, 2016
 Description: It seeks ATAX to promote eight events in the park over eight months. It seeks \$8,000 for billboards in the Upstate & Midlands. It also wants \$5,000 for local TV & radio ads and \$4,500 for banners. One of the events to be promoted is Christmas Park, which annually receives ATAX from us.
- FY 15 Allocation: N/A**
FY 16 Request: \$20,500 (\$8,000 eligible)
Recommendation: \$6,000
Committee: \$8,000
Council: \$
- 74 Applicant: Williamston Springwater Committee
 Project: Williamston Christmas Park
 Duration: November 28, 2015-January 1, 2016
 Description: Lighted displays throughout the Christmas season draw 6,000-10,000 visitors from the area and across the Upstate. ATAX funds will be used for brochures and a billboard.
- FY 15 Allocation: \$625**
FY 16 Request: \$650
Recommendation: \$650
Committee: \$650
Council: \$

November 9, 2015

Dear Fellow Council Members,

Please consider trimming some of the entities whose ATAX applications were recommended to receive more funds by the committee than the staff had allocated. There are two applications from District 7 which were allotted either "0" or only \$1000.

The suggested "trims" would still be given far more funding than the Mill Town Players of Pelzer at "0" for a much needed sign and the Honea Path Sugarfoot Festival. The Mill Town Players are playing to a packed auditorium at almost every production. The playhouse is hard to find on a busy city/highway/street. A lighted sign would be a tremendous help for the hundreds of out of town attendees to find their right place.

The Sugarfoot Festival in Honea Path had its biggest festival ever this fall with many vendors and attendees from out of the area coming. An increase in funds would be greatly welcomed.

Thank you for your time and consideration of this request. I have attached 2 pages with my notes.

Respectfully submitted,

M. Cindy Wilson

#3
1910422

Applicant	Director	Project	App.	Staff	Committee	Council
Anderson Y	Joe Drennon	Midnight Flight Road Race	\$6,500	\$4,850	\$4,850	
Anderson Arts Center	Kimberly Spears	Annual Tourism Projects	\$20,000	\$3,000	\$3,000	
Anderson CVB	Neil Paul	Advertising	\$15,000	\$15,000	\$15,000	
	Neil Paul	State Wrestling Championships	\$6,000	\$6,000	\$6,000	
	Neil Paul	Operational Funding	\$10,000	\$10,000	\$10,000	
	Neil Paul	ABA Couples Championship	\$7,500	\$0	\$0	
	Neil Paul	ABA Ray Scott Championship	\$40,000	\$0	\$0	
	Neil Paul	FLW Tour Event	\$65,000	\$0	\$0	
Anderson Meals on Wheels	Laurie Ashley	Lake Hartwell Poker Run	\$5,000	\$0	\$1,750	
Anderson County	Angie Stringer	Celebrate Anderson Weekend	\$25,000	\$6,000	\$6,000	
Anderson County	Angie Stringer	BooGrass Bash	\$10,000	\$6,000	\$6,000	
Anderson County Library	Faith Line	Electric City Comicon	\$1,500	\$1,500	\$1,500	
Anderson County/Anderson Regional Airport	Justin Julien	2016 Anderson Regional Airshow	\$20,076	\$15,001	\$15,001	
Anderson County/County Museum	Beverly Childs	New Roof	\$50,000	\$50,000	\$6,100	
Friends of Anderson County Museum	Beverly Childs	Promotion of Events & Exhibits	\$25,000	\$15,000	\$15,000	
Anderson County Parks	Sharon Nicometo	Saluda River Rally	\$20,000	\$10,000	\$10,000	
Anderson International Festival	Kathy Benson	Ciao Italia	\$12,000	\$1,000	\$1,000	
Anderson Lights of Hope	Ben Phillips	Upstate Regional Drill Championship	\$5,000	\$4,000	\$4,000	
	Ben Phillips	Lights of Hope	\$5,000	\$0	\$0	
Anderson Senior Follies	Ben Phillips	Christmas Gift Light Festival	\$5,000	\$2,500	\$2,500	
Balloons Over Anderson	Beth Cribbe	Rockin' Seniors	\$3,000	\$1,500	\$1,500	
Bart Garrison Ag. Museum of SC	Steve Lambert	Balloons Over Anderson	\$7,000	\$7,000	\$7,000	
Belton Museum	Les McCall	STEM Upgrades & Visitor Experience Enhancement	\$8,846	\$4,000	\$4,000	
	Kathy Benson	Temporary Exhibits	\$6,000	\$1,000	\$6,000	
	Kathy Benson	Web Site	\$3,000	\$2,000	\$3,000	
	Kathy Benson	Cabinets, Sign Holders, Displays	\$3,600	\$2,500	\$3,600	
	David Jones	Standpipe Festival	\$2,500	\$1,000	\$1,000	
	Dion Jones	SC Chill Cook-Off Championships	\$6,000	\$1,500	\$5,100	
Belton Center for the Arts	Betsy Chapman	Exhibits, Programming & Promotions	\$2,350	\$1,000	\$2,350	
		Listening Room on Main	\$7,000	\$2,500	\$7,000	
		Standpipe Festival Art Show	\$2,350	\$750	\$2,350	
Belton Parks & Rec.	Joey Lance	New Roof for BCA	\$8,000	\$8,000	\$8,000	
Belton Tennis Assn.	Reza Maynard	BBQ Festival	\$10,000	\$0	\$0	
Bowie Old Farm Reunion	Gary Jordan	Four Tennis Tournaments	\$18,000	\$18,000	\$18,000	
City of Anderson	Bobby Beville	Bowie Old Farm Show	\$10,000	\$2,000	\$2,000	
City of Anderson	Ruth Ann Terry	Holiday Ice in Carolina Wren Park	\$1,500	\$1,500	\$1,500	
Clemson Kennel Club	Lois Delaney	Restaurant Week	\$2,000	\$0	\$0	
Clemson Little Theatre	Linda Lavold	AKC Dog Show & Trails	\$2,500	\$2,500	\$2,500	
Dept. of SC Marine Corps League	Robert Ferguson	Annual Advertising Budget	\$1,500	\$500	\$500	
Electric City Playhouse	Robin Parent	SC Marine Corps League Convention	\$1,500	\$700	\$700	
Fishers of Men SC Upstate Legacy Series	Rodney Floyd	2015-16 Season Advertising	\$1,000	\$1,000	\$1,000	
		Fishers of Men Lake Hartwell Tournament 1	\$2,000	\$300	\$300	

\$31,000

\$12,000

\$21,000

\$6,500

\$74,400

Fishers of Men SC Upstate Legacy Series	Randy Morrison	Fishers of Men Lake Hartwell Tournament 7	\$3,500	\$300	\$300
Fishers of Men SC Upstate Legacy Series	Rodney Floyd	Fishers of Men Lake Hartwell Tournament 2	\$2,000	\$300	\$300
Fishers of Men SC Upstate Legacy Series	Randy Morrison	Fishers of Men Lake Hartwell Tournament 2	\$3,500	\$300	\$300
Fishers of Men SC Upstate Legacy Series	Rodney Floyd	Fishers of Men Black Bag Bass Tournament	\$6,000	\$500	\$500
Foothills Alliance	Tracie Bowie	Festival of Trees	\$500	\$500	\$500
Foothills Bridge	Linda Lewis	Electric City Sectional	\$3,000	\$2,000	\$2,000
GAMAC	Dana Gencarelli	Concert Season Advertising	\$4,000	\$2,000	\$2,000
Honea Path Merchants	Luther Moon	Sugarfoot Festival	\$11,300	\$1,000	\$1,000
ICIAI	Yvonne McGee	America the Beautiful	\$3,500	\$2,500	\$2,500
Iva Community Rec.	Nakia Davis	Dixie Youth District/State/World Series Tourney	\$15,000	\$12,500	\$15,000
	Nakia Davis	Field Upgrades for Dixie Youth	\$7,500	\$2,000	\$7,500
Main St. Pgm. Of Anderson	Carey Jones	Regional Advertising	\$27,800	\$3,000	\$12,800
	Carey Jones	Father's Day Car Show	\$5,000	\$1,000	\$1,000
	Carey Jones	Block Party	\$5,000	\$1,000	\$1,000
	Carey Jones	Holiday Walk & Christmas Tree Lighting	\$1,500	\$0	\$0
	Carey Jones	Downtown Sketchcrawl	\$600	\$0	\$0
	Will Ragland	Lighted Sign	\$5,000	\$0	\$0
Mill Town Players	Lou Koppel	Pendleton Square Map Printing	\$600	\$600	\$600
Pendleton Area Business Assn.	Lou Koppel	Pendleton Square Map Boxes	\$100	\$100	\$100
Pendleton Area Business Assn.	Vicki Fletcher	Pendleton Spring Jubilee/Jubilee Joy Ride	\$9,800	\$4,000	\$4,000
Pendleton District Comm.	Vicki Fletcher	Hunter's Store Visitor Center Entry	\$36,725	\$2,500	\$2,500
Pendleton Historic Fndn.	Rebecca Pokorny	Foundation Promotion	\$12,400	\$4,000	\$8,200
Pints of the People	Liz Carey	Cotton Ball	\$11,300	\$1,000	\$1,000
Roberts Presbyterian Church	Manella Calhoun	Dog Park	\$12,000	\$0	\$0
SC 4-H Horse Program	Kristine Vernon	SC 4-H Horse	\$16,500	\$0	\$0
SC Upstate Equine Cncl	Donna Patterson	Horse Play in May	\$15,000	\$3,000	\$3,000
Shalom House Ministries	Melody Chambers	The Shalom House Ride	\$3,000	\$2,000	\$2,000
John Thomas Ashley Camp #43	Allen Ashley	Battle of Anderson	\$20,000	\$4,000	\$4,000
24 Hour Musical Inc.	Noah Taylor	Shakespeare in the Park	\$5,150	\$0	\$0
T. Ed Garrison Arena	Charles Williams	Garrison Arena Promotions	\$9,000	\$9,000	\$9,000
Town of Williamston	Sonya Crandall	Mineral Spring Park Season of Events	\$20,500	\$6,000	\$8,000
Upstate Heritage Quilt Trail	Martha File	Quilt Trail Promotion	\$3,616	\$2,339	\$2,339
Williamston Springwater Comm.	David Meade	Springwater Festival	\$2,000	\$2,000	\$2,000
Williamston Springwater Comm.	David Meade	Christmas Park	\$650	\$650	\$650
Totals			\$746,263	\$279,190	\$279,190

* please increase *

\$ 22,500

\$ 14,800

* please increase *

\$ 15,400

\$ 10,650

Roger

ORDINANCE NO. 2015-035

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

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

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

WHEREAS, in connection with certain incentives being offered by Greenville County to Tower Automotive Operations USA I, LLC and Stone Mountain Industrial Park, Inc., it is now desired that the boundaries of the Park be enlarged to include certain parcels in Greenville County;

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

DONE in meeting duly assembled this 1st day of December, 2015.

ATTEST:

ANDERSON COUNTY, SOUTH CAROLINA

Rusty Burns
County Administrator

Tommy Dunn, Chairman
County Council

Kimberly A. Poulin
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

First Reading: November 3, 2015
Second Reading: November 17, 2015
Third Reading: December 1, 2015
Public Hearing: November 17, 2015

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

All that tract or parcel of land lying and being in Greenville County, South Carolina and being more particularly described as follows:

Beginning at a 1/2" rebar found along the western right-of-way of Southchase Boulevard being the southeast corner of property now or formerly owned by BIC Consumer Products Manufacturing Co., Inc., TM# 335-01-4.17 (Deed Book 1890 at Page 434); thence with said right-of-way of Southchase Boulevard the following calls: with a curve turning to the left with an arc length of 302.04', with a radius of 479.38', with a chord bearing of S 19°41'05" E, with a chord length of 297.07' to a point; thence S 37°21'18" E a distance of 237.52' to a 1/2" rebar found; thence with a curve turning to the right with an arc length of 376.13', with a radius of 829.44', with a chord bearing of S 24°35'13" E with a chord length of 372.91' to a 1/2" rebar with cap found; thence S 11°44'42" E a distance of 243.73' to a 1/2" rebar with cap found along the center of a 128' power right-of-way; thence leaving said right-of-way running along the center of said power right-of-way S 69°33'40" W a distance of 1,477.81' to a 1/2" rebar found; thence leaving said right-of-way N 08°41'53" E a distance of 104.69' to a 1/2" rebar found; thence S 73°07'48" W a distance of 149.03' to a 1/2" rebar found; thence N 09°17'43" W a distance of 389.26' to a 1/2" rebar with cap found; thence N 12°13'30" E a distance of 18.53' to a point; thence N 84°34'10" W a distance of 134.21' to a 1/2" rebar found; thence N 08°52'33" W a distance of 161.09' to a 1/2" rebar with cap found; thence N 81°04'24" E a distance of 51.84' to a 1/2" rebar with cap found; thence S 43°08'59" E a distance of 172.81' to a 1/2" rebar with cap found; thence S 78°46'56" E a distance of 64.42' to a 1/2" rebar found; thence N 11°23'17" E a distance of 1,033.41' to a 1/2" rebar found; thence N 78°05'50" W a distance of 87.91' to a 1" open top found; thence N 00°07'27" E a distance of 197.37' to a 1/2" rebar with cap found; thence S 79°37'36" E a distance of 944.41' to a 1/2" rebar found, said pin being The Point of Beginning.

Said Parcel having an area of 1,769,732.65 square feet/40.63 acres, as shown on that certain ALTA/ACSM Land Title Survey prepared for White Horse Acquisitions I, LLC, by MSP & Associates Land Surveying, Inc., and bearing the seal and certification of Michael S. Purdue, PLS #18266, dated May 7, 2013, and thereafter on a plat of the subject property for Stone Mountain Industrial Park, Inc. by the same surveyor MSP & Associates Land Surveying, Inc. (Michael S. Purdue, PLS #18266) dated April 8, 2014.

FOR INFORMATIONAL PURPOSES ONLY:

This being the same property conveyed by Deed from Blue Creek Capital, LLC, a South Carolina limited liability company to TDI-Southchase, LLC, a Georgia limited liability company dated July 30, 2013 and recorded August 1, 2013, in Deed Book 2428 at Page 5490 in the Office of the Register of Deeds for Greenville County, South Carolina.

Tax Map No.: 0335-00.01.004-01
Property Address: 40.63 Acres, Southchase Boulevard, Simpsonville, SC 29681

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of November 3, 2015, November 17, 2015 and December 1, 2015, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Kimberly A. Poulin
Anderson County Clerk to Council

Dated: December 1, 2015

ORDINANCE NO. 2015-042

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

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

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

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

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

ADOPTED this 1st day of December, 2015.

FOR ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

By: _____
Kimberly A. Poulin
Clerk of County Council

Approved as to form:

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

First Reading: November 03, 2015
Second Reading: November 17, 2015
Public Hearing: November 17, 2015
Third Reading: December 1, 2015

EXHIBIT A

AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA

and

WATSON ENGINEERING, INC. and 1350 SHILOH PROPERTIES, LLC

Dated as of December 1, 2015

AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT

THIS AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT, executed as of December 1, 2015, but effective as of May 2, 2012, between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), WATSON ENGINEERING, INC., a Michigan Corporation (the "Company"), and 1350 SHILOH PROPERTIES, LLC, a Michigan limited liability company (the "1350 Affiliate").

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"State" shall mean the State of South Carolina.

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

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

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

UNDERTAKINGS OF COUNTY

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

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

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

ARTICLE IV

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

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

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

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

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

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

Section 4.03. Modification of Project.

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

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

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

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

(b) [Intentionally Left Blank].

ARTICLE V

PAYMENTS IN LIEU OF TAXES

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

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

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

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

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

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

(d) The FILOT payments are to be recalculated:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI

PAYMENT OF EXPENSES BY COMPANY

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

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

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

ARTICLE VII

CASUALTY AND CONDEMNATION

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

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

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

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

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

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

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

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the Project, the 100 Hurricane Creek Site or the 100 Hurricane Creek Investment or the terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by the Company or the other members of the Controlled Group, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event the Company and the other members of the Controlled Group shall indemnify, defend and hold them harmless against all claims by or on behalf of any Person, firm, or corporation or other legal entity arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon provided, however, that nothing herein shall absolve the Indemnified Parties from, or entitle the Indemnification Parties to indemnification from, any obligation such Indemnified Party has specifically agreed to undertake (including, without limitation, the obligation to maintain the Site within a multi-county park). If any action, suit, or proceeding is brought against any Indemnified Party to which such Indemnified Party is entitled to indemnification, such Indemnified Party shall promptly notify the Company, and the Company and the other members of the Controlled Group shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense and with legal counsel reasonably acceptable to the County, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Company and the other members of the Controlled Group shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company and the other members of the Controlled Group have the ability to, and do, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company and the other members of the Controlled Group reasonably determines that a conflict of interest exists between the County and the Company and the other members of the Controlled Group, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company and the other members of the Controlled Group shall be liable for the reasonable cost of such counsel.

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

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

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

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

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

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

ARTICLE X

TERM; TERMINATION

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

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

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

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

ARTICLE XII

MISCELLANEOUS

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

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

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

(a) As to the County:

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

(b) As to the Controlled Group:

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Tommy Dunn, Chairman
Anderson County Council, South Carolina

ATTEST:

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

WATSON ENGINEERING, INC.

By: _____
Title: _____

1350 SHILOH PROPERTIES, LLC

By: _____
Title: _____

Exhibit A

Legal Description of the Site

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

ALL that certain piece, parcel or tract of land located, lying and being situate in the State of South Carolina, County of Anderson, being shown and designated as Lot 13 and 14, UPSTATE INDUSTRIAL PARK, containing 678.638 square feet, 15.579 acres on a survey prepared by Site Design, T.A. Sherard, PE, RLS# 12314, dated March 16, 1999; said plat of record in the Office of the Registrar of Deeds for Anderson County, South Carolina in Plat Slide 1004, at page 5, and having the courses and distances, metes and bounds as upon said plat appear which are hereby incorporated by reference as though fully set out herein.

TMS# 217-00-07-006

and

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

ALL that certain piece, parcel or tract of land located, lying and being situate in the State of South Carolina, County of Anderson, being shown and designated as Part Lot 12, UPSTATE INDUSTRIAL PARK, containing 3.34 Acres, on a boundary survey prepared for WATSON ENGINEERING by Site Design, Inc., A. Clay Jones, PLS SC Reg. #26210 dated February 21, 2008 duly recorded in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book/Slide S2105 at Page 4 and according to said plat, having the courses and distances, metes and bounds as upon said plat appear which are hereby incorporated by reference as though fully set out herein.

TMS#216-00-11-015

ORDINANCE NO. 2015-043

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

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

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

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

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

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

ADOPTED this 1st day of December, 2015.

FOR ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

By: _____
Kimberly A. Poulin
Clerk of County Council

Approved as to form:

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

First Reading: November 03, 2015
Second Reading: November 17, 2015
Public Hearing: November 17, 2015
Third Reading: December 1, 2015

EXHIBIT A

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

THIS AMENDMENDED AND RESTATED SPECIAL SOURCE REVENUE CREDIT AGREEMENT (the "Agreement") is made and entered into this 1st day of December, 2015 (the "Effective Date") by and between **Anderson County, South Carolina**, a body politic and corporate and political subdivision of the State of South Carolina (the "County"), and **125 Hollow Properties, LLC**, a Michigan limited liability company (the "125 Hollow Affiliate").

WITNESSETH:

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

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

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

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

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

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

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

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

ARTICLE I RECITATION OF FACTS

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

Section 1.01.

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

Section 1.02.

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

Section 1.03.

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

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

Section 1.04.

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

Section 1.05.

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

Section 1.06.

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

**ARTICLE II
SPECIAL SOURCE REVENUE CREDITS**

Section 2.01.

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

Section 2.02.

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

Section 2.03.

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

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

Section 2.04.

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

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

Section 2.05

No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the payments in lieu of taxes referred to in Section 2.04 hereof. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of said payments in lieu of taxes.

Section 2.06.

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

**ARTICLE III
GENERAL PROVISIONS**

Section 3.01.

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

Section 3.02.

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

Section 3.03.

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

Section 3.04.

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

Section 3.05.

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

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

ANDERSON COUNTY, SOUTH CAROLINA

By: _____

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

ATTEST:

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

125 HOLLOW PROPERTIES, LLC

By: _____

Its: _____

Ordinance #2015-038

An Ordinance amending Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 3.22 acres from I-1 (Industrial District) to R-A (Residential Agricultural) on a parcel of land, identified at 10000 Belton Honea Path Highway 76 in the High Point Precinct shown in Deed Book 8608 page 198. The parcel is further identified as TMS #251-00-04-019.

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 amend the Map by adopting a zoning map amendment from I-1 to R-A for +/- 3.22 acres of TMS #251-00-04-019 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on October 13, 2015, during which it reviewed the proposed rezoning from I-1 to R-A for +/- 3.22 acres of TMS #251-00-04-019 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 November 17th, 2015, regarding said amendment of the Anderson County Official Zoning Map:

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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 to rezone from I-1 to R-A +/- 3.22 acres of TMS #251-00-04-019 described above 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: Ordinance 2015-038

Rusty Burns
County Administrator

Tommy Dunn, Chairman
County Council

Kimberly A. Poulin,
Clerk to Council

APPROVED AS TO FORM:

Leon Harmon
County Attorney

1st Reading: November 17, 2015

2nd Reading: December 1, 2015

3rd Reading:

Public Hearing: November 17, 2015

2015-038
D3
FIRST READ LP
Title Only

**Anderson County Planning Commission
Staff Report
October 2015**

Applicant: Nancy G. Alley
Current Owner: Nancy G. Alley
Property Address: 10000 Belton Honea Path Highway 76, Belton
Precinct: High Point
Council District: Three (3)
TMS #(s): 251-00-04-019
Acreage: +/- 3.22
Current Zoning: I-1
Requested Zoning: R-A
Surrounding Zoning: North: Right of Way for BHP Highway, then R-A
South: I-1
East: I-1
West: I-1

Evaluation: This request is to rezone the parcel of property described above from I-1 (Industrial) to R-A (Residential-Agricultural). The subject property is in use as a single family residence, and is for sale by the applicant. The applicant made known that recently an FHA backed loan was denied to a potential buyer of the subject property due to the fact that the property is not zoned residential. Therefore the property owner is requesting residential zoning in order to satisfy the FHA requirement for an undetermined future sale.

Staff Recommendation: Staff has determined that the original zoning classification of I-1 (Industrial) is appropriate for this property. As well, the Future Land Use classification of this site and the surrounding area is identified for industrial use. Additionally, the property is afforded the right to continue as a nonconforming existing use (single family in I-1 zone) in perpetuity; therefore staff recommends denial of this request to rezone from I-1 to R-A (Residential Agricultural).

Ordinance 2015-038
Page 2 of 2

Zoning Advisory

Group Recommendation: The District 3 Zoning Advisory Group met on October 7, 2015; and recommended **Approval** of a request to rezone from I-1 to R-A. The vote was 5 in favor, 0 opposed, and 0 absent.

Planning Commission

Recommendation: The Anderson County Planning Commission met on October 13, 2015, and after a duly noted public hearing recommended **Approval** of a request to rezone from I-1 to R-A. The vote was 6 in favor, 0 opposed, 1 abstained, and 0 absent.



Rezoning Application

Date of Application Completion _____

Application Status (Approved or Denied) _____

Applicant's Information

Name: Nancy G. Alley

Mailing Address: 10000 BHP Hwy 76, Belton

Telephone and Fax: 864-369-5214 E-Mail: _____

Owner's Information

(If Different from Applicant)

Name: same

Mailing Address: _____

Telephone and Fax: _____ E-Mail: _____

Designation of Agent: (Complete only if owner is not the applicant): _____

I (We) hereby appoint the person named the Applicant as my (our) agent to represent me (us) in this request for rezoning

Owner's Signature _____

Date _____

Project Information

Property Location: 10000 BHP Hwy 76

Parcel Number(s)/TMS: 2510004019

County Council District: 3 School District: 2

Total Acreage: 3.22 Current Land Use: residential

Current Zoning: I-1 Requested Zoning: R-A

Purpose of Rezoning: change to residential that is compatible to the surrounding area

Private Covenants or Deed Restrictions on the Property Yes _____ No

If you indicated no, your signature is required.

Nancy G. Alley
Applicant's Signature

9-8-15
Date

If you indicated yes, please provide a copy of your covenants and deed restrictions with this application - pursuant to State Law (Section 6-29-1145, July 1, 2007) - determining existence of restrictive covenants. Copies may be obtained at the Register of Deeds Office. It is the applicant's responsibility for checking any subdivision covenants or private covenants pertaining to the property.

Comments: I am retired and widowed. I am downsizing and need the value I have in this property to buy smaller and cut expenses. This represents most of my life savings.

Please attach an accurate plat (survey) of the property to this application.

• A zoning map amendment may be initiated by the property owner(s), Planning Commission, Zoning Administrator or County Council. •

Please refer to the Anderson County Planning Division - Development Standards' Fee Schedule for amount due.

As the applicant, I hereby confirm that the required information and materials for this application are authentic and have been submitted to the Anderson County Planning Division - Development Standards

Nancy G. Alley
Applicant's Signature

9-8-15
Date

Page 2 of 2

For Office Use Only:

Application Received By: _____ Date Complete Application Received: _____
Application Fee Amount Paid: _____ Check Number: _____
Scheduled Advisory Public Hearing Date: _____ Citizens' Advisory Recommendation: _____
Scheduled Commission Public Hearing Date: _____ Planning Commission Recommendation: _____
Scheduled Council Public Hearing Date: _____ County Council Decision: _____

Section 5:2. - R-A, Residential agricultural district.

The purpose of this district is to provide for a full range of agricultural activities. This district also provides for spacious residential development for those who choose this environment and prevents untimely scattering of more dense urban uses that should be confined to areas planned for efficient extension of public services.

5:2.1. Uses permitted.

Agricultural crops, including pens and structures for the raising of farm animals.

Barns.

Community recreational area.

Dwelling, single-family detached.

Dwelling, single-family detached—Manufactured single-section home.

Dwelling, single-family detached—Manufactured multi-section home.

Home occupation. (Subject to the requirements in section 6:11).

Nursery/greenhouse.

Portable or temporary school classroom.

Riding academies.

Riding stables.

Sign—Identification. (Subject to the provisions of the sign ordinance).

Sign—Occupancy.

Sign—Temporary. (Pertaining to the lease or sale of a building or premises).

Temporary building, incidental to construction and used primarily for storage of equipment, tools, building materials, and other items located on the same site and which shall be completely removed from the site upon completion of such construction; or temporary sales office used exclusively for the sale of properties or dwelling units located within the same development or subdivision and contained either within a building which will be completely removed immediately after all sales are completed, or within a building which will be sold or used as a residential dwelling unit immediately after all sales are completed.

Tree farm.

Uses and structures customarily accessory to the permitted uses.

5:2.2. Uses permitted by special exception. The following uses may be permitted by special exception by the board of zoning appeals in accordance with provisions in article 7.

Bed and breakfast homestays, host homes, and guest homes.

Cemetery. (Subject to the provisions of section 7:15.)

Child care center.

Churches, convents, and monasteries.

Communication towers. (Subject to the provisions of section 7:18.)

Country club.

Fire stations.

Landscaping business.

Library.

Private airstrip.

Private recreation area.

Public park and playground.

Public utility building and use.

Recycling drop box. (Subject to the provisions of section 7:13.)

Roadside stand for the sale of crops, produce, fruit, etc., produced on the property.

Schools—Public, parochial or private.

Temporary accessory residential use. (Subject to the provisions of section 7:9.)

Transportation and utility easement and right-of-way.

Veterinary clinic.

Veterinary hospital.

Other public and semipublic uses which are considered to be compatible with the aforementioned uses.

5:2.3. Lot area. The minimum lot area shall be one acre.

5:2.4. Lot width. Minimum lot width for a single-family detached dwelling shall be 30 feet with 100 feet at the building line.

5:2.5. Front yard. The minimum depth of the front yard measured from the street right-of-way line shall be 30 feet on a residential service street, 40 feet on a collector street, and 50 feet on an arterial street except when a right-of-way has not been established or is not known; then the setback shall be measured from the centerline of the existing road and each required setback shall be increased by a minimum of 25 feet. In the event an existing right-of-way exceeds 25 feet from the center of the road, the setback shall be measured from the right-of-way.

5:2.6. Side yard. The minimum width of a residential side yard shall be ten percent of the total lot width or ten feet, whichever is greater, except that any side yard abutting on a street or highway shall not be less than 20 feet in width. The side yard is not required to be more than 25 feet.

5:2.7. Rear yard. The minimum depth of the rear yard shall be 25 feet.

5:2.8. Off-street parking. Off-street parking shall be provided in accordance with provisions set forth in section 6:9.

5:2.9. Skirting. Skirting or a curtain wall, unpierced except for required ventilation and access door, must be installed and maintained so that it encloses the area under manufactured homes. The

foundation skirting or curtain wall may be of brick, masonry, or vinyl or similar materials designed and manufactured for permanent outdoor installation. Material used for skirting should be erected so as not to create a fire hazard and maintained in good state of repair.

A. Crawl space shall be provided with ventilation as per Section R-309.1 of the CABO (Council of American Officials One and Two-family) Code.

B. Access to the crawl space shall be a minimum of 18" x 24" as per R-309.2 of the CABO Code.

5:2.10. Supplementary setback. Where a permitted R-A use abuts a church, public park or playground, or school—public, parochial, or private, existing at the time of adoption of this chapter, new barns or structures for farm animals or farm products larger than 3,000 sq. ft., shall not be constructed within 300 feet of the property boundary of the previously existing use. New barns or structures for farm animals or farm products of 3,000 sq. ft., or less, may be constructed within 50 feet of the previously existing use.

(Ord. No. 99-004, §§ 5:2—5:2.10, 7-20-99; Ord. No. 00-040, § 1.a, 10-17-00; Ord. No. 00-050, 9-19-00)

Section 5:20. - I-1, Industrial District.

This district is established as a district for manufacturing plants, assembly plants, and warehouses. The regulations are intended to protect neighboring land uses from potentially harmful noise, odor, smoke, dust, glare, or other objectionable effects, and to protect streams, rivers, and the air from pollution.

5:20.1. Uses permitted.

Apparel and other finished products made from fabrics, leather, and similar.

Materials—Manufacturing.

Automobile and truck repair and rebuilding shop.

Building contractor and related activities.

Building materials sales and storage.

Chemicals and allied products—Manufacturing.

Communication towers. (Subject to the provisions of section 7:18.)

Fabricated metal products—Manufacturing.

Farm implements and machinery sales and storage.

Feed and seed sales and storage.

Food and kindred products—Manufacturing.

Furniture and fixtures—Manufacturing.

General agricultural operations including crop or tree farming and truck gardening and the raising of farm animals and feeding lots and required accessory buildings, pens, or structures for farm animals or uses and activities.

Group industrial development. (Subject to the provisions of section 6:12.)

Household and industrial cleaning products—Manufacturing.

Lumber and wood products except furniture—Manufacturing.

Paper and allied products—Manufacturing.

Petroleum refining and related industries.

Plastic products—Manufacturing.

Primary metal industries.

Printing, publishing, and allied industries.

Professional offices, financial institutions and research facilities.

Recycling collection center. (Subject to the provisions of section 7:13.)

Recycling convenience center. (Subject to the provisions of section 7:13.)

Recycling drop box. (Subject to the provisions of section 7:13.)

Recycling drop-off trailer. (Subject to the provisions of section 7:13.)

Recycling processing center. (Subject to the provisions of section 7:13.)

Scrap metal processors. (Subject to the provisions in section 7:3.)

Sign—Advertising. (Subject to the provisions of the sign ordinance.)

Sign—Business. (Subject to the provisions of the sign ordinance.)

Sign—Occupancy. (Subject to the provisions of the sign ordinance.)

Single-family dwellings and accessory buildings occupied by the owner or operator of a bona fide farm operation and such additional single-family dwellings as are necessary for occupancy by employees of the farm operation. A bona fide farm operation is defined as a farm operation from which the tenant (owner or renter) receives a majority of his annual income.

Stone, clay, and glass products—Manufacturing.

Textile mill products—Manufacturing.

Tire recapping and retreading plant.

Truck terminal.

Wholesaling and warehousing.

Uses that are considered to be compatible with the aforementioned uses.

All of the uses permitted in this district shall be conducted in such a manner that no noxious odor, fumes, smoke, or dust will be emitted beyond the property line of the lot on which the use is located. No pollution shall leave the premises of a use in this district by way of streams or rivers

5:20.2. Uses permitted by special exception.

Dwelling unit—Accessory. (Subject to the provisions of section 7:10.)

Salvage yard for automobiles, junk, building materials. (Subject to the provisions of sections 42-176—42-195 of the Anderson County Code of Ordinances.)

5:20.3. Height limitation. No building or structure shall exceed 90 feet in height except as provided in section 6:7. All buildings and structures shall demonstrate that adequate fire protection is afforded.

No building or structure on a lot in the Industrial District which is adjacent to a residential district shall exceed the maximum building height unless there is one additional foot of setback on the sides adjacent to the residential district for each additional foot of height.

5:20.4. Dimensional requirements.

5:20.4-1. Front setback. All buildings shall be set back from all street right-of-way lines not less than 50 feet.

5:20.4-2. Side setback. No building shall be located closer than 25 feet to a side lot line except where the property is adjacent to a railroad right-of-way and written approval from the railroad authorities has been obtained to utilize a railroad spur for loading and unloading.

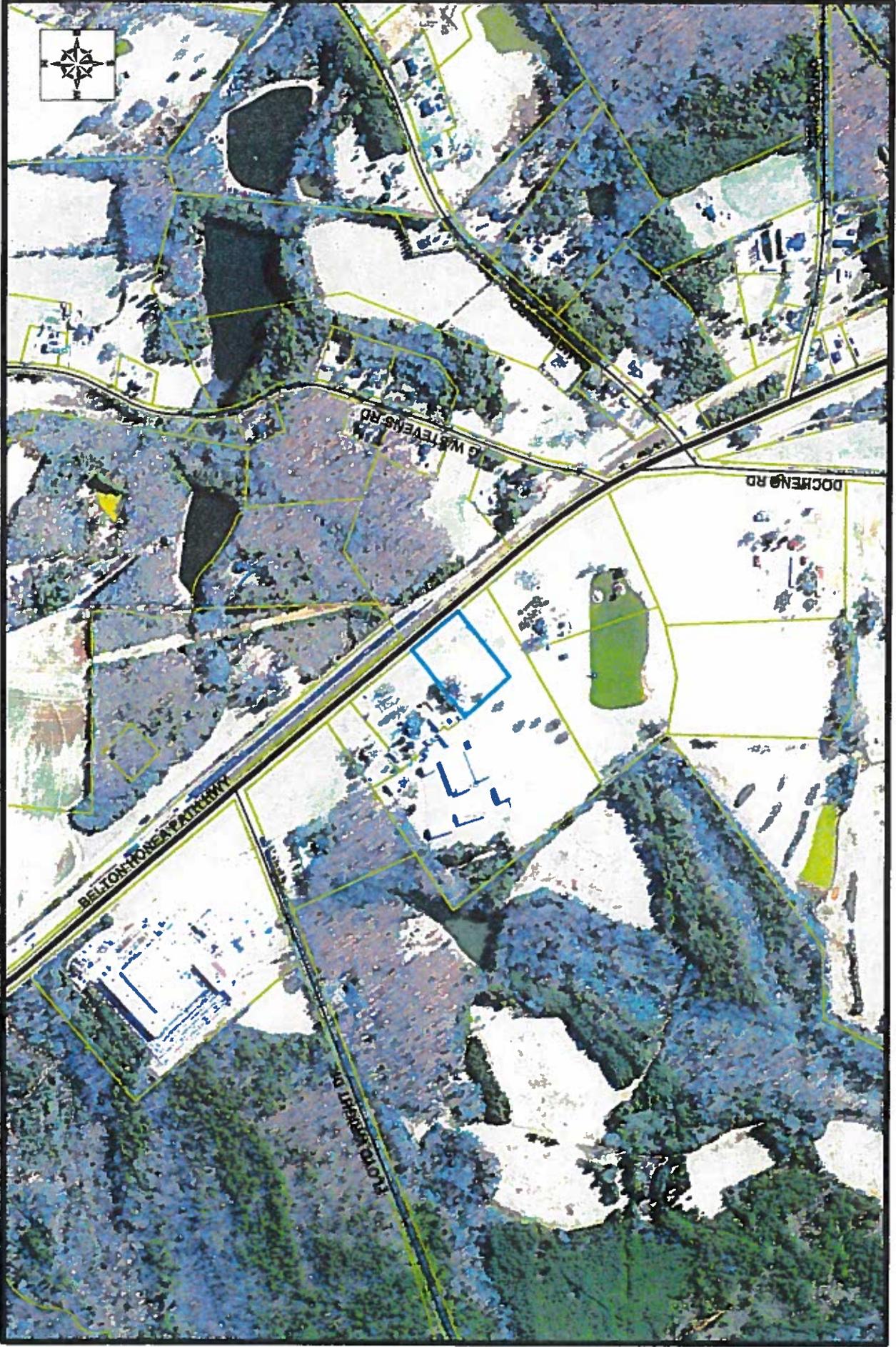
5:20.4-3. Rear setback. No building shall be located closer than 25 feet to a rear lot line, except where the property is adjacent to a railroad right-of-way and written approval from the railroad authorities has been obtained to utilize a railroad spur for loading and unloading.

5:20.5. Screening. A combination of a wall or fence and dense evergreen hedge or other type of evergreen foliage at least six feet in height shall be provided along the side and rear lot lines where any commercial use is adjacent to a residential district for the purpose of screening commercial activities from view.

5:20.6. Off-street parking. Off-street parking shall be provided in accordance with the provisions set forth in section 6:9.

5:20.7. Off-street loading. Off-street loading shall be provided in accordance with the provisions set forth in section 6:10.

(Ord. No. 99-004, §§ 5:20—5:20.7, 7-20-99)



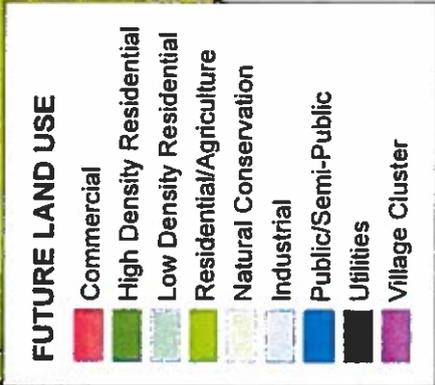
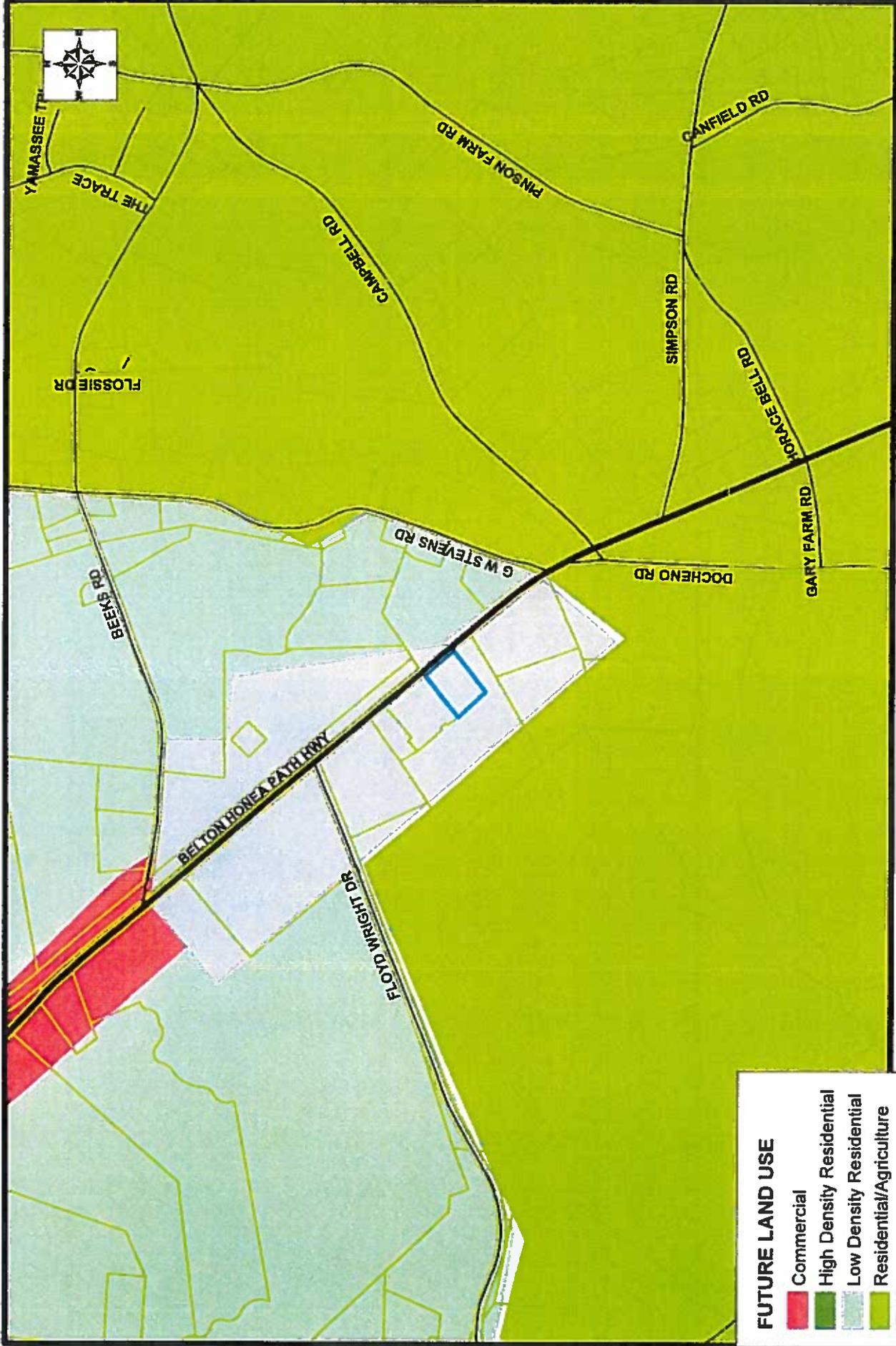
**Rezoning Request
10000 Belton Honea Path Highway 76
I-1 to R-A**

0 850 1,700 Feet



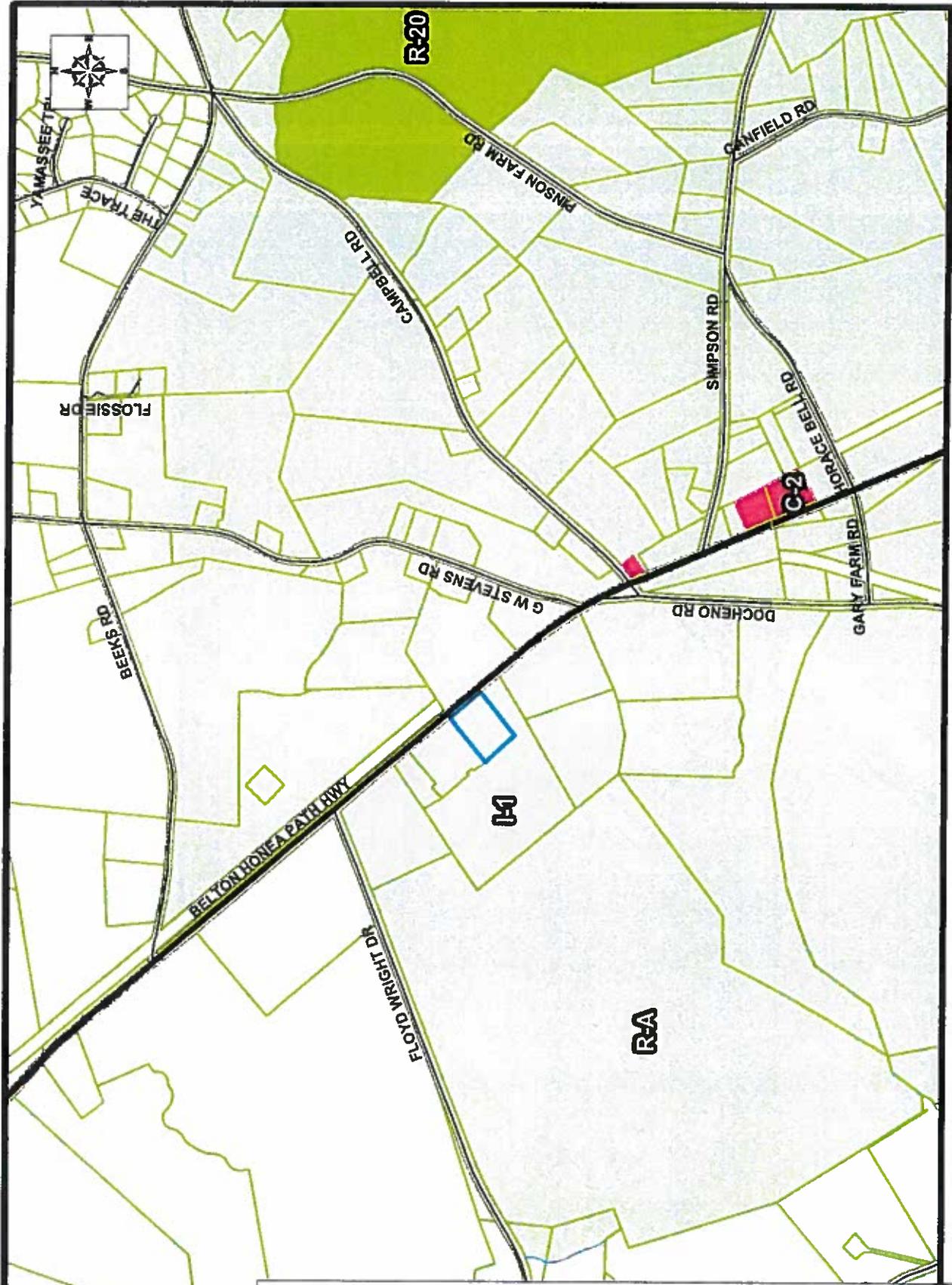
**Rezoning Request
10000 Belton Honea Path Highway
I-1 to R-A**





**Rezoning Request
10000 Belton Honea Path Highway
I-1 to R-A**

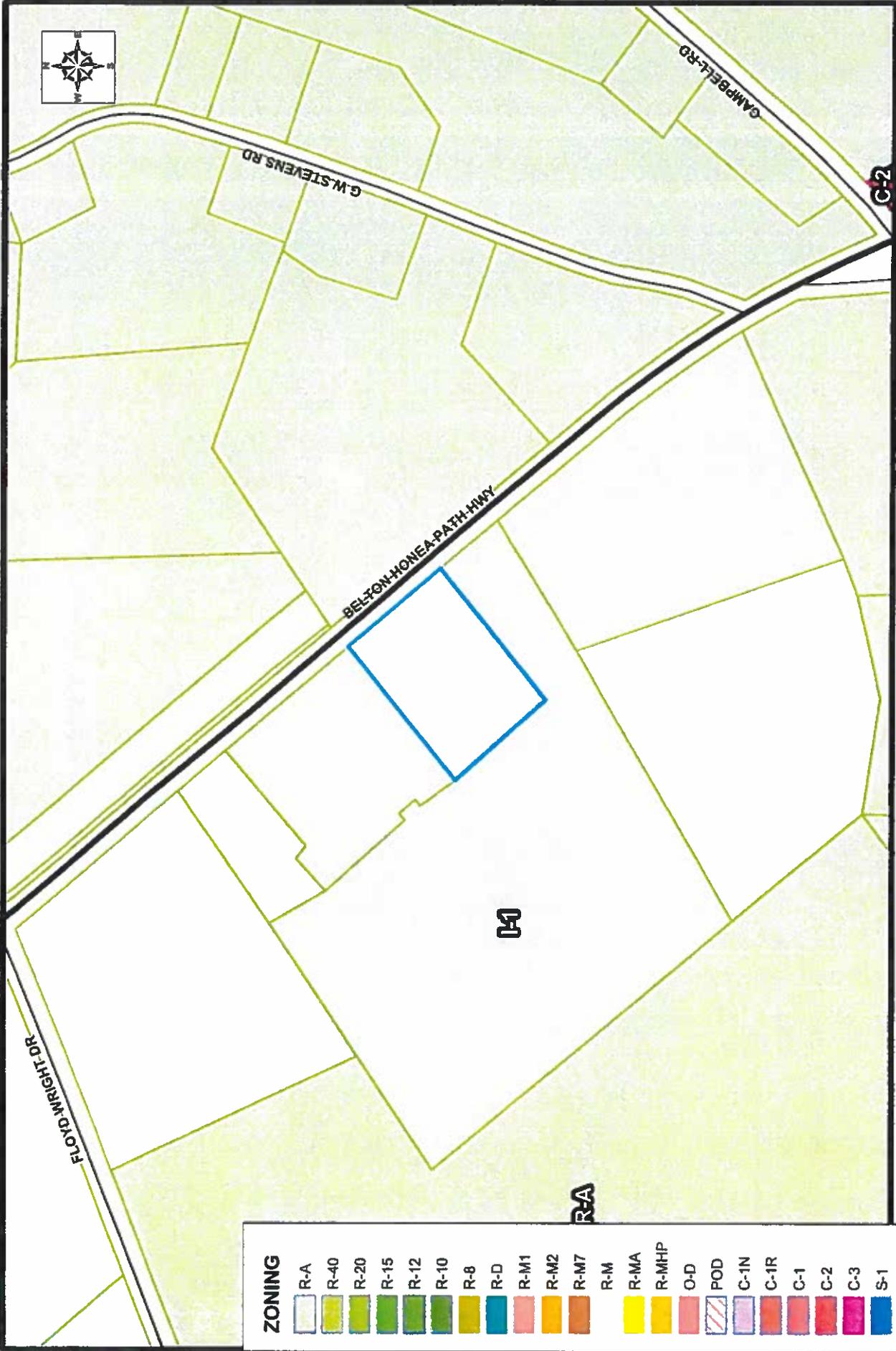




ZONING	Color/Pattern
R-A	White
R-40	Light Green
R-20	Light Yellow-Green
R-15	Light Green
R-12	Medium Green
R-10	Dark Green
R-8	Yellow-Green
R-D	Teal
R-M1	Light Red
R-M2	Orange
R-M7	Brown
R-M	Yellow
R-MA	Light Yellow
R-MHP	Yellow
O-D	Light Red
POD	Diagonal Lines
C-1N	Light Blue
C-1R	Light Red
C-1	Red
C-2	Dark Red
C-3	Magenta
S-1	Blue
I-1	White
I-2	Blue
PD	Red Cross-hatch
AP	Light Blue
RRD	Blue X-hatch

**Rezoning Request
10000 Belton Honea Path Highway
I-1 to R-A**



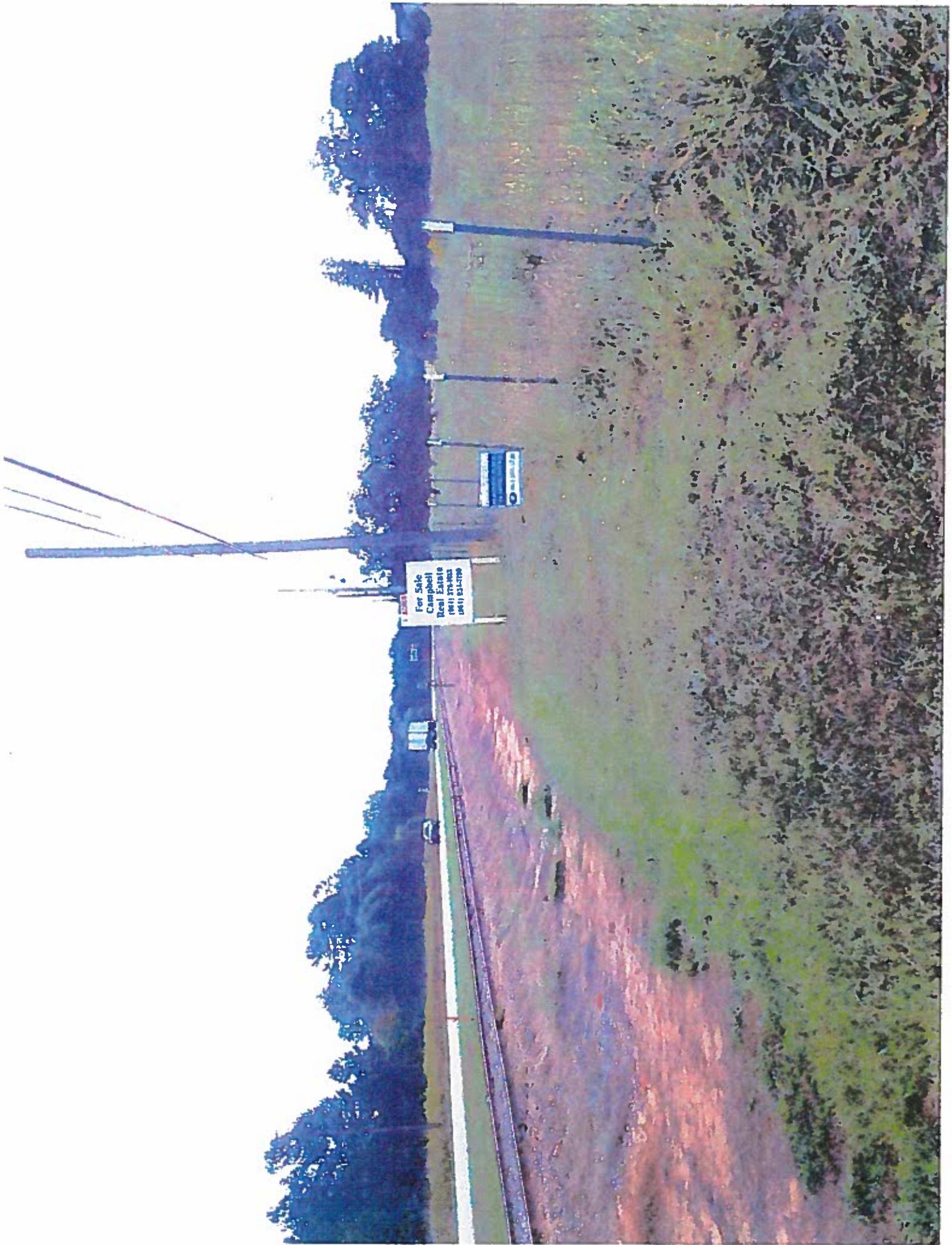


ZONING	Symbol
R-A	White
R-40	Light Green
R-20	Medium Green
R-15	Dark Green
R-12	Very Dark Green
R-10	Dark Green
R-8	Yellow-Green
R-D	Teal
R-M1	Light Red
R-M2	Orange
R-M7	Dark Orange
R-M	Yellow
R-MA	Light Yellow
R-MHP	Yellow
O-D	Light Red
POD	Diagonal Lines
C-1N	Light Purple
C-1R	Light Red
C-1	Red
C-2	Dark Red
C-3	Magenta
S-1	Blue
I-1	White
I-2	Blue
PD	Red Cross-hatch
AP	Light Blue
RRD	Blue Cross-hatch

**Rezoning Request
10000 Belton Honea Path Highway
I-1 to R-A**











Ordinance #2015-040

An Ordinance amending Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 33.75 acres from R-20 (Residential 20,000 square foot) to R-A (Residential Agricultural) on a parcel of land, identified at 5575 Highway 187 in the Mount Tabor Precinct shown in Deed Book 11617 page 203. The parcel is further identified as TMS #027-00-01-003.

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 amend the Map by adopting a zoning map amendment from R-20 to R-A for +/- 33.75 acres of TMS #027-00-01-003 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on October 13, 2015, during which it reviewed the proposed rezoning from R-20 to R-A for +/- 33.75 acres of TMS #027-00-01-003 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 November 17th, 2015, regarding said amendment of the Anderson County Official Zoning Map:

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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 to rezone from R-20 to R-A +/- 33.75 acres of TMS #027-00-01-003 described above 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: Ordinance 2015-038

Rusty Burns
County Administrator

Tommy Dunn, Chairman
County Council

Kimberly A. Poulin,
Clerk to Council

APPROVED AS TO FORM:

Leon Harmon
County Attorney

1st Reading: November 17, 2015

2nd Reading: December 1, 2015

3rd Reading:

Public Hearing: November 17, 2015

2015-040
D4
FIRST READ / PH
TITLE ONLY

**Anderson County Planning Commission
Staff Report
October 2015**

Applicant: John Kevin Monday
Current Owner: John Kevin Monday
Property Address: 5575 Highway 187, Anderson
Precinct: Mount Tabor
Council District: Four (4)
TMS #(s): 027-00-01-003
Acreage: +/- 33.75
Current Zoning: R-20
Requested Zoning: R-A
Surrounding Zoning: North: R-20
South: R-20
East: Right of way for Highway 187, then R-20
West: Lake Hartwell

Evaluation: This request is to rezone the parcel of property described above from R-20 (Residential 20,000 square foot lots) to R-A (Residential-Agricultural). The applicant's stated purpose for rezoning is for use as a single family residence with the ability to farm and raise a small number of farm animals.

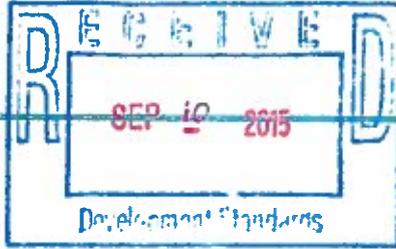
Staff Recommendation: The subject property is adjacent located in an area adjacent to large lot single family residential uses as well as agricultural uses. The area is generally agricultural in nature. Due to the compatibility with the Future Land Use Map and surrounding uses, staff recommends approval of this request.

Zoning Advisory

Group Recommendation: The District 4 Zoning Advisory Group met on October 7, 2015; and recommended **Approval** of a request to rezone from R-20 to R-A. The vote was **3** in favor, **0** opposed, and **0** absent.

Planning Commission

Recommendation: The Anderson County Planning Commission met on October 13, 2015, and after a duly noted public hearing recommended **Approval** of a request to rezone from R-20 to R-A. The vote was 6 in favor, 1 opposed, and 0 absent.



Rezoning Application

9-10-15
Date of Application Completion

Application Status (Approved or Denied)

Applicant's Information

Name: John Kevin Monday
Mailing Address: 6797 Thoreau Lane, Baltimore OH 43105
Telephone and Fax: Ph: 616-846-0804 E-Mail: Kevin.Monday@hgwrap.com
Fax: 866-337-4016

Owner's Information

(If Different from Applicant)

Name: Same

Mailing Address: _____

Telephone and Fax: _____ E-Mail: _____

Designation of Agent (Complete only if owner is not the applicant)

I (We) hereby appoint the person named the Applicant as my (our) agent to represent me (us) in this request for rezoning

Owner's Signature _____

Date _____

Project Information

Property Location: 5575 Hwy 187, Anderson SC 29625

Parcel Number(s) (PMS) 270001003

County Council District: _____ School District: _____

Total Acreage: 33.75 Current Land Use: Vacant

Current Zoning: R-20 Requested Zoning: R-A

Purpose of Rezoning: Use as farm

Private Covenants or Deed Restrictions on the Property: Yes No

If you indicated no, your signature is required.

John K. Manday
Applicant's Signature

9-10-15
Date

If you indicated yes, please provide a copy of your covenants and deed restrictions with this application - pursuant to State Law (Section 6-29-1145, July 1, 2007) - determining existence of restrictive covenants. Copies may be obtained at the Register of Deeds Office. It is the applicant's responsibility for checking any subdivision covenants or private covenants pertaining to the property.

Comments _____

Please attach an accurate plat (survey) of the property to this application.

- A zoning map amendment may be initiated by the property owner(s), Planning Commission, Zoning Administrator or County Council. •

Please refer to the Anderson County Planning & Community Development Fee Schedule for amount due.

As the applicant, I hereby confirm that the required information and materials for this application are authentic and have been submitted to the Anderson County Public Works Division - Planning & Community Development.

John K. Manday
Applicant's Signature

9-10-15
Date

Page 2 of 2

For Office Use Only:

Application Received By: Alagione Date Complete Application Received: _____
Application Fee Amount Paid: 225.00 Check Number: 1001
Scheduled Advisory Public Hearing Date: 10/7/15 Citizens' Advisory Recommendation: _____
Scheduled Commission Public Hearing Date: 10/13/15 Planning Commission Recommendation: _____
Scheduled Council Public Hearing Date: _____ County Council Decision: _____



Rezoning Application Supplement Planning Commission Review Criteria

Date of Application Completion _____

Application Status (Approved or Denied) _____

Project Information

Property Location: 5575 Hwy 187, Anderson, SC

County Council District: _____ School District: _____

Total Acreage: 33.75 Current Land Use: pasture + woods

Current Zoning: R-20 Requested Zoning: R-A

Purpose of Rezoning: To use the property as a farm with horses and livestock.

How will this proposal be compatible with surrounding properties? The adjacent property is pasture land and the property across the street has horses.

How will this proposal affect the use and value of the surrounding properties? No affect in use or value as it's consistent with surrounding properties

Can the property be developed for a reasonable economic use as currently zoned? Please explain why or why not. No, the area is low density population per the Anderson County Comprehensive Plan

What would be the increase to population and traffic, if the proposal were approved? None
The property would not be divided to develop.

What would be the impact to schools and utilities, if the proposal were approved? No impact
to schools or utilities

How is the proposal consistent with the Anderson County Comprehensive Plan; particularly the Future Land Use Map? This area is slated as low density
population which is consistent with
R-A zoning

Are there existing or changing conditions which affect the development of the property and support the proposed request? The property would NOT be divided for
development. The land use would be
consistent with R-A zoning

33.75 acres
Additional Comments: We purchased this property with the
intent to move there within the next year. We
want to use the property as a farm with horses
and livestock. A great environment to raise
our kids.

On a separate page, please provide any additional information or evidence that supports your request and the statements that you have provided in this application and supplement.

Page 2 of 2

For Office Use Only:

Application Received By: _____ Date Complete Application Received: _____
Application Fee Amount Paid: _____ Check Number: _____
Scheduled Advisory Public Hearing Date: _____ Citizens' Advisory Recommendation: _____
Scheduled Commission Public Hearing Date: _____ Planning Commission Recommendation: _____
Scheduled Council Public Hearing Date: _____ County Council Decision: _____

Reference to the above plat is hereby made.
 F. P. O.
 S.C. P.L.S. & P.E. No. 6857

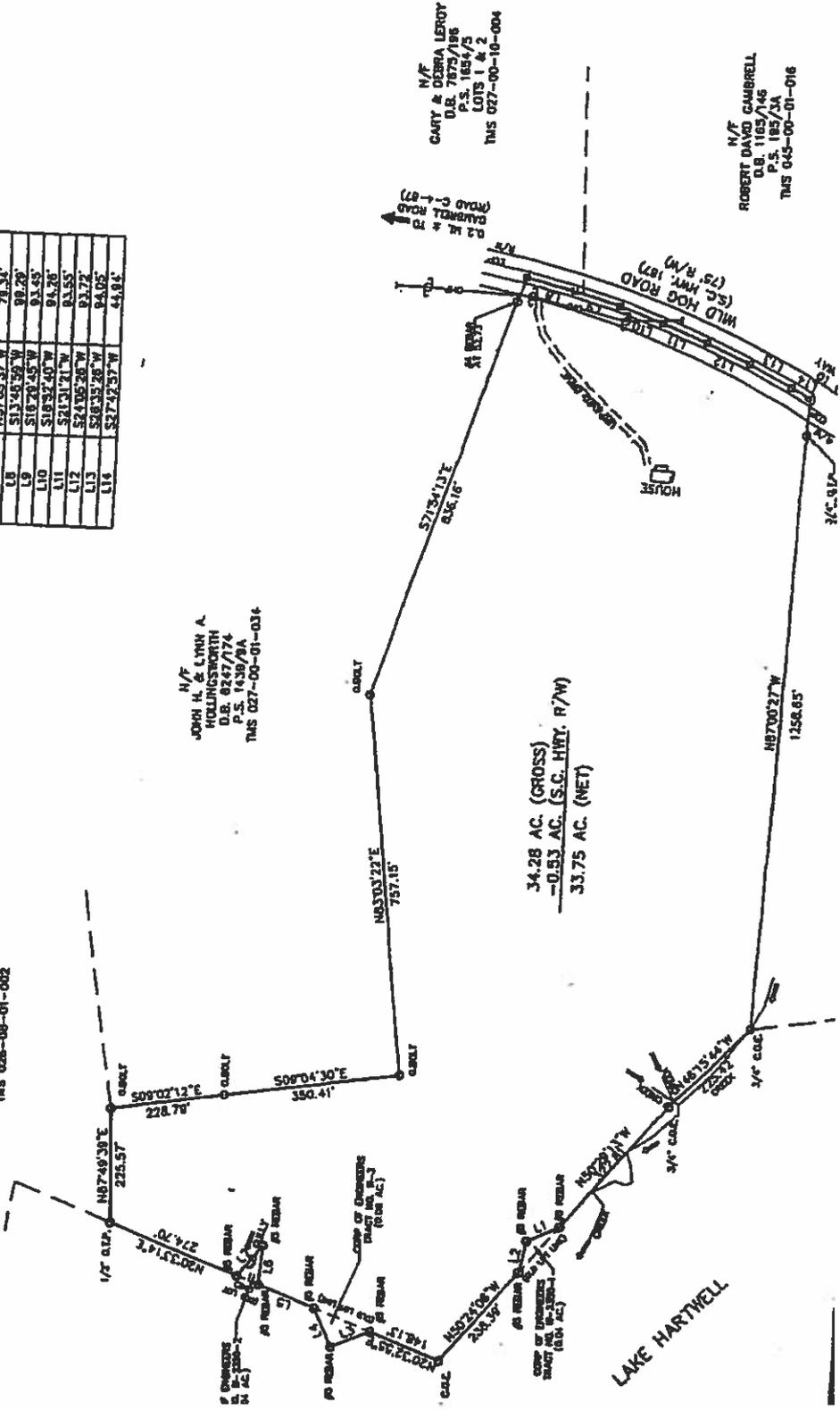
LINE	BEARING	DISTANCE
L1	N75°30'48"W	70.69
L2	N78°18'15"W	83.80
L3	N82°10'45"W	84.54
L4	N85°19'37"E	84.57
L5	N70°32'29"E	119.47
L6	S45°40'37"E	78.44
L7	N51°35'37"W	78.34
L8	S13°45'28"W	86.20
L9	S16°20'45"W	81.25
L10	S18°32'40"W	84.55
L11	S21°31'21"W	84.78
L12	S24°05'38"W	83.72
L13	S48°35'28"W	84.05
L14	S27°42'37"W	44.84

N/F
 MICHAEL L. & JANET A.
 PADGETT
 D.B. 9017/12
 P.S. 709/18
 TMS 028-08-01-002

N/F
 JOHN H. & LYNN A.
 HOLLINGSWORTH
 D.B. 8247/74
 P.S. 1438/9A
 TMS 027-00-01-034

N/F
 CARY & DEBRA LEROY
 D.B. 7875/196
 P.S. 1834/5
 LOTS 1 & 2
 TMS 027-00-10-004

N/F
 ROBERT DAVID CAMPBELL
 D.B. 1185/146
 P.S. 185/1A
 TMS 045-00-01-016



34.28 AC. (GROSS)
 -0.93 AC. (S.C. HWY. R/W)
 33.75 AC. (NET)

LAKE HARTWELL

Section 5:2. - R-A, Residential agricultural district.

The purpose of this district is to provide for a full range of agricultural activities. This district also provides for spacious residential development for those who choose this environment and prevents untimely scattering of more dense urban uses that should be confined to areas planned for efficient extension of public services.

5:2.1. Uses permitted.

Agricultural crops, including pens and structures for the raising of farm animals.

Barns.

Community recreational area.

Dwelling, single-family detached.

Dwelling, single-family detached—Manufactured single-section home.

Dwelling, single-family detached—Manufactured multi-section home.

Home occupation. (Subject to the requirements in section 6:11).

Nursery/greenhouse.

Portable or temporary school classroom.

Riding academies.

Riding stables.

Sign—Identification. (Subject to the provisions of the sign ordinance).

Sign—Occupancy.

Sign—Temporary. (Pertaining to the lease or sale of a building or premises).

Temporary building, incidental to construction and used primarily for storage of equipment, tools, building materials, and other items located on the same site and which shall be completely removed from the site upon completion of such construction; or temporary sales office used exclusively for the sale of properties or dwelling units located within the same development or subdivision and contained either within a building which will be completely removed immediately after all sales are completed, or within a building which will be sold or used as a residential dwelling unit immediately after all sales are completed.

Tree farm.

Uses and structures customarily accessory to the permitted uses.

5:2.2. Uses permitted by special exception. The following uses may be permitted by special exception by the board of zoning appeals in accordance with provisions in article 7.

Bed and breakfast homestays, host homes, and guest homes.

Cemetery. (Subject to the provisions of section 7:15.)

Child care center.

Churches, convents, and monasteries.

Communication towers. (Subject to the provisions of section 7:18.)

Country club.

Fire stations.

Landscaping business.

Library.

Private airstrip.

Private recreation area.

Public park and playground.

Public utility building and use.

Recycling drop box. (Subject to the provisions of section 7:13.)

Roadside stand for the sale of crops, produce, fruit, etc., produced on the property.

Schools—Public, parochial or private.

Temporary accessory residential use. (Subject to the provisions of section 7:9.)

Transportation and utility easement and right-of-way.

Veterinary clinic.

Veterinary hospital.

Other public and semipublic uses which are considered to be compatible with the aforementioned uses.

5:2.3. Lot area. The minimum lot area shall be one acre.

5:2.4. Lot width. Minimum lot width for a single-family detached dwelling shall be 30 feet with 100 feet at the building line.

5:2.5. Front yard. The minimum depth of the front yard measured from the street right-of-way line shall be 30 feet on a residential service street, 40 feet on a collector street, and 50 feet on an arterial street except when a right-of-way has not been established or is not known; then the setback shall be measured from the centerline of the existing road and each required setback shall be increased by a minimum of 25 feet. In the event an existing right-of-way exceeds 25 feet from the center of the road, the setback shall be measured from the right-of-way.

5:2.6. Side yard. The minimum width of a residential side yard shall be ten percent of the total lot width or ten feet, whichever is greater, except that any side yard abutting on a street or highway shall not be less than 20 feet in width. The side yard is not required to be more than 25 feet.

5:2.7. Rear yard. The minimum depth of the rear yard shall be 25 feet.

5:2.8. Off-street parking. Off-street parking shall be provided in accordance with provisions set forth in section 6:9.

5:2.9. Skirting. Skirting or a curtain wall, unpierced except for required ventilation and access door, must be installed and maintained so that it encloses the area under manufactured homes. The

foundation skirting or curtain wall may be of brick, masonry, or vinyl or similar materials designed and manufactured for permanent outdoor installation. Material used for skirting should be erected so as not to create a fire hazard and maintained in good state of repair.

A. Crawl space shall be provided with ventilation as per Section R-309.1 of the CABO (Council of American Officials One and Two-family) Code.

B. Access to the crawl space shall be a minimum of 18" x 24" as per R-309.2 of the CABO Code.

5:2.10. Supplementary setback. Where a permitted R-A use abuts a church, public park or playground, or school—public, parochial, or private, existing at the time of adoption of this chapter, new barns or structures for farm animals or farm products larger than 3,000 sq. ft., shall not be constructed within 300 feet of the property boundary of the previously existing use. New barns or structures for farm animals or farm products of 3,000 sq. ft., or less, may be constructed within 50 feet of the previously existing use.

(Ord. No. 99-004, §§ 5:2—5:2.10, 7-20-99; Ord. No. 00-040, § 1.a, 10-17-00; Ord. No. 00-050, 9-19-00)

Section 5.3. - R-40, R-20, R-15, R-12, R-10, and R-8, Single-Family Residential Districts.

These residential districts are established as areas in which the principal use of land is for single-family dwellings and for related recreational, religious, and educational facilities normally required to provide an orderly and attractive residential area. The regulations for these districts are intended to discourage any use which, because of its characteristics, would interfere with the development of or be detrimental to the quiet residential nature of the area included in the districts.

5:3.1. Uses permitted.

Community recreational area.

Dwelling, single-family detached.

Dwelling, single-family detached—Manufactured multi-section home. (Subject to requirements of section 6:15.)

Home occupation. (Subject to requirements in section 6:11.)

A portable temporary school classroom.

Sign—Identification. (Subject to the provisions of the sign ordinance.)

Sign—Occupancy. (Subject to the provisions of sign ordinance.)

Sign—Temporary. (Pertaining to the lease or sale of a building or premises.)

Temporary building, incidental to construction and used primarily for storage of equipment, tools, building materials, and other items located on the same site and which shall be completely removed from the site upon completion of such construction; or temporary sales office used exclusively for the sale of properties or dwelling units located within the same development or subdivision and contained either within a building which will be completely removed immediately after all sales are completed, or within a building which will be sold or used as a residential dwelling unit immediately after all sales are completed.

Uses and structures customarily accessory to the permitted uses.

5:3.2. Uses permitted by special exception.

Bed and breakfast homestays, host homes, and guest homes.

Cemetery. (Subject to the provisions of section 7:15.)

Church.

Church related childcare centers.

Communication towers. (Subject to the provisions of section 7:18.)

Fire station.

Golf course including a clubhouse and other improvements.

Horses/ponies in R-15 and R-20. (Subject to [section] 7:4.)

Police station.

Private recreation area. (Subject to the provisions of section 7:6.)

Public park and playground.

Public utility building and use.

Recycling drop box. (Subject to the provisions of section 7:13.)

School—Public, parochial, and private.

Transportation and utility easement and right-of-way.

Other public and semipublic uses which are considered to be compatible with the aforementioned uses.

Temporary accessory residential use. (Subject to the provisions of section 7:9.)

5:3.3. Accessory building setback.

Accessory buildings may be located in the rear yard, provided that they are set back not less than five feet from any lot line and occupy not more than 20 percent of the rear yard.

5:3.4. Off-street parking.

Off-street parking shall be provided in accordance with the provisions set forth in section 6:9.

5:3.5. Minimum requirements—Residential lots.

	R-40	R-20	R-15	R-12	R-10	R-8
Lot Area	40,000	20,000	15,000	12,000	10,000	8,000
(Sq. Ft.)	See No. 1					

w/ Lot Area Averaging	30,000 See No. 4	15,000 See No. 4	11,250 See No. 4	9,000 See No. 4	7,500 See No. 4	6,000 See No. 4
Lot Width	60 ft.					
Front Yard Setback	See No. 2					
Side Yard Setback	10% of lot width See No. 3					
Rear Yard Setback	5 ft.					

5:3.6. Minimum requirements—Nonresidential lots.

	R-40	R-20	R-15	R-12	R-10	R-8
Lot Area (Sq. Ft.)	50,000 See No. 1	30,000 See No. 1				
Lot Width	200 ft.					
Front Yard Setback	See No. 2					
Side Yard Setback	25 ft. See No. 3					
Rear Yard Setback	5 ft.					

When calculating the minimum lot area within the R-40, R-20, R-15, R-12, R-10, and R-8, Single-Family Residential Districts, the area adjacent to a lot designated as being county owned right-of-way may not be included in the computation and determination of the minimum lot area required under this section. In the case of multiple lot frontages, only the single lot frontage with the greatest length shall be used in computing the minimum lot area.

This provision does not diminish the county's rights and privileges to use the right-of-way nor does it confer any additional rights or privileges concerning the county owned right-of-way to any adjacent landowner.

No. 2

The minimum depth of the front yard measured from the street right-of-way line shall be 20 feet on a residential service street, 30 feet on a collector street, and 50 feet on an arterial street, except that when a right-of-way has not been established or is not known, the setback shall be measured from the edge of the pavement or back of the curb, if present, and each required setback shall be increased by a minimum of ten feet.

No. 3

The minimum width of a residential side yard shall be ten percent of the total lot width but not to exceed 25 feet. The minimum width of a nonresidential side yard shall be 25 feet measured from the property line. For residences, accessory buildings, and nonresidential uses located on corner lots, the minimum side yard width measured from the street right-of-way line shall be 20 feet on a residential service street, 30 feet on a collector street, and 40 feet on an arterial street.

No. 4

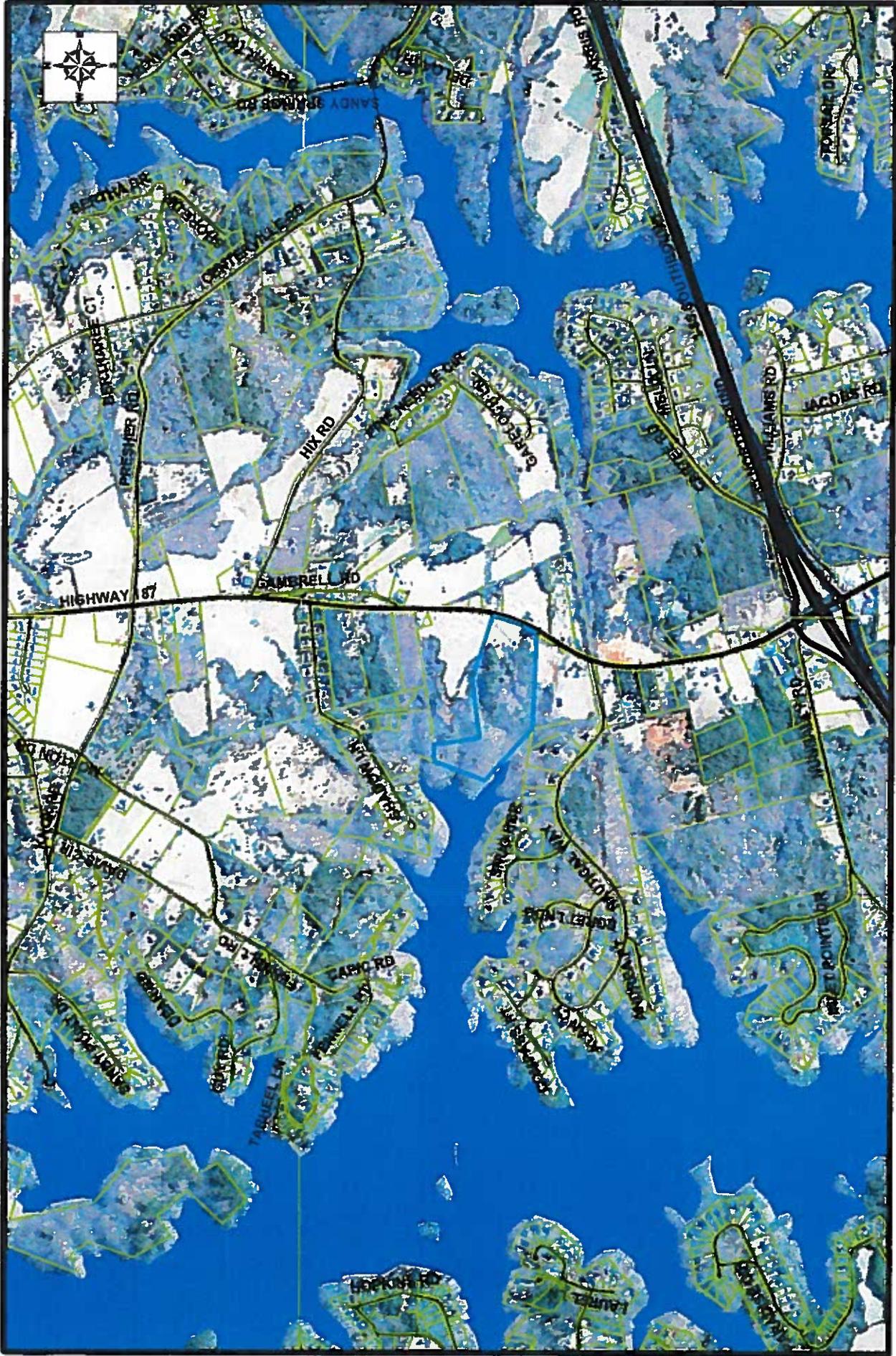
Lot area averaging may be utilized in new developments with no minimum acreage required. When calculating the minimum lot area within the R-40, R-20, R-15, R-12, R-10, and R-8, Single-Family Residential Districts, the minimum square footage of individual lots may be reduced by up to 25 percent provided the average lot size for the entire subdivision meets the zoning classification's minimum lot area and is indicated on an approved preliminary or summary subdivision plat. A maximum lot credit will be used in calculating the minimum lot area for each district as depicted on the chart below. When using lot averaging, the adjoining county owned right-of-way may not be included in the minimum lot calculation.

25% LOT AVERAGING
NO MINIMUM ACREAGE REQUIRED

Anderson County Zoning Classifications	R-8	R-10	R-12	R-15	R-20	R-40
Maximum Lot Credit	16,000	20,000	24,000	30,000	40,000	80,000
Average Square Footage	8,000	10,000	12,000	15,000	20,000	40,000
Average Reduced by 25%	6,000	7,500	9,000	11,250	15,000	30,000
Typical Right-of-Way	0	0	0	0	0	0

Resulting Minimum Lot Size 6,000 7,500 9,000 11,250 15,000 30,000

(Ord. No. 99-004, § 5:3—5:3.6, 7-20-99; Ord. No. 00-040, §§ 1.b, 1.c, 10-17-00)

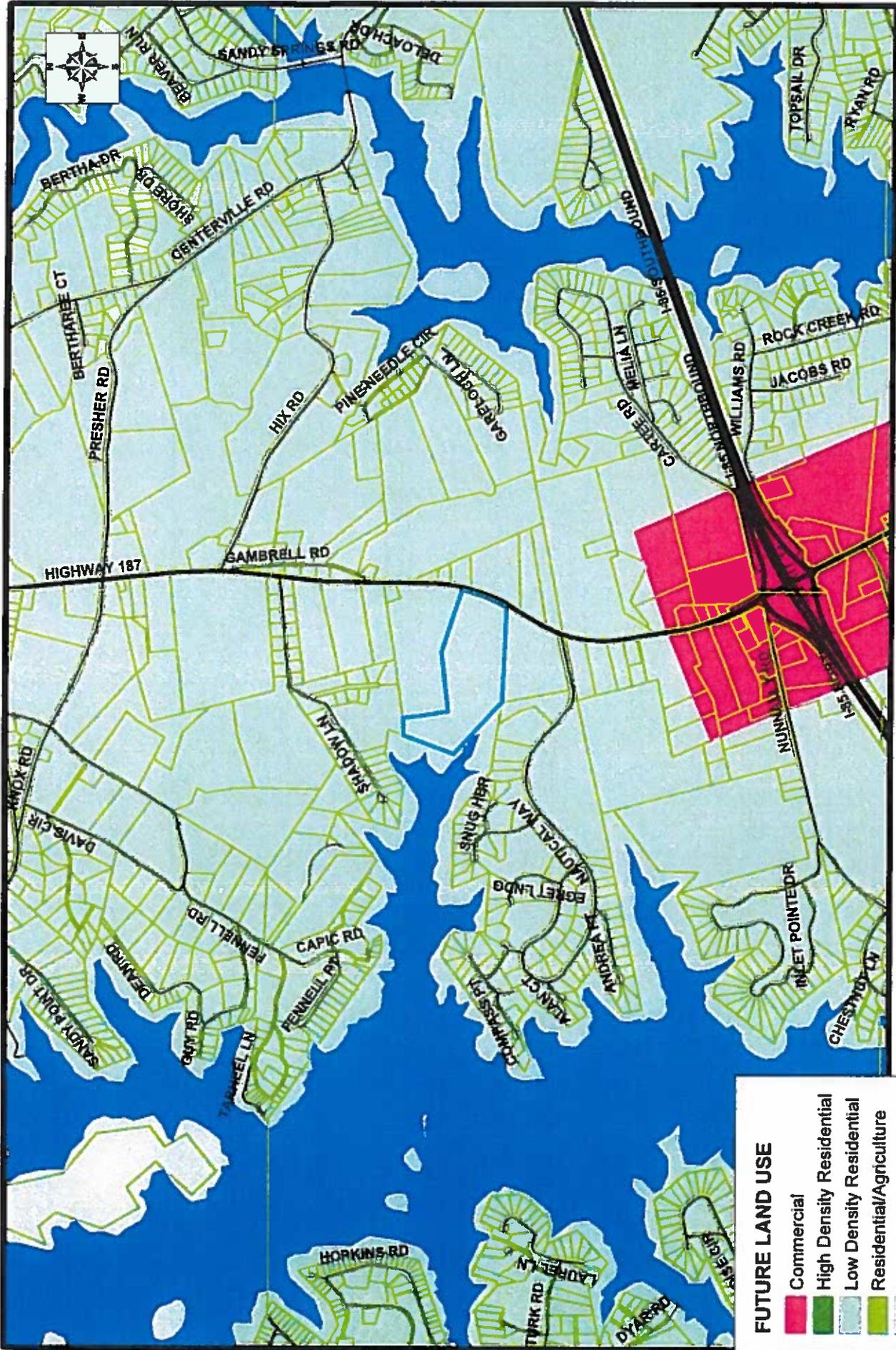


**Rezoning Request
5575 Highway 187
R-20 to R-A**



**Rezoning Request
5575 Highway 187
R-20 to R-A**

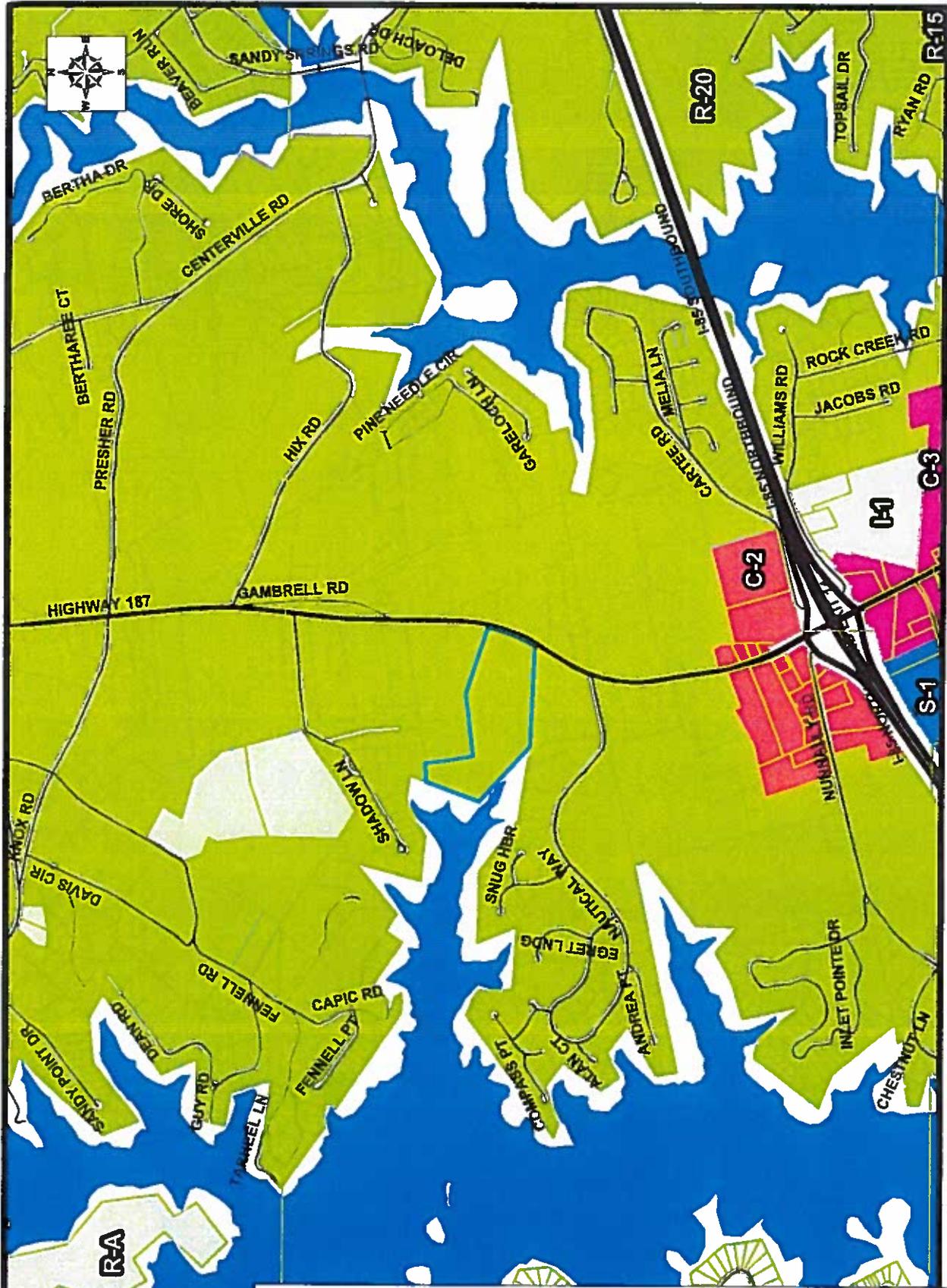




**Rezoning Request
5575 Highway 187
R-20 to R-A**

FUTURE LAND USE

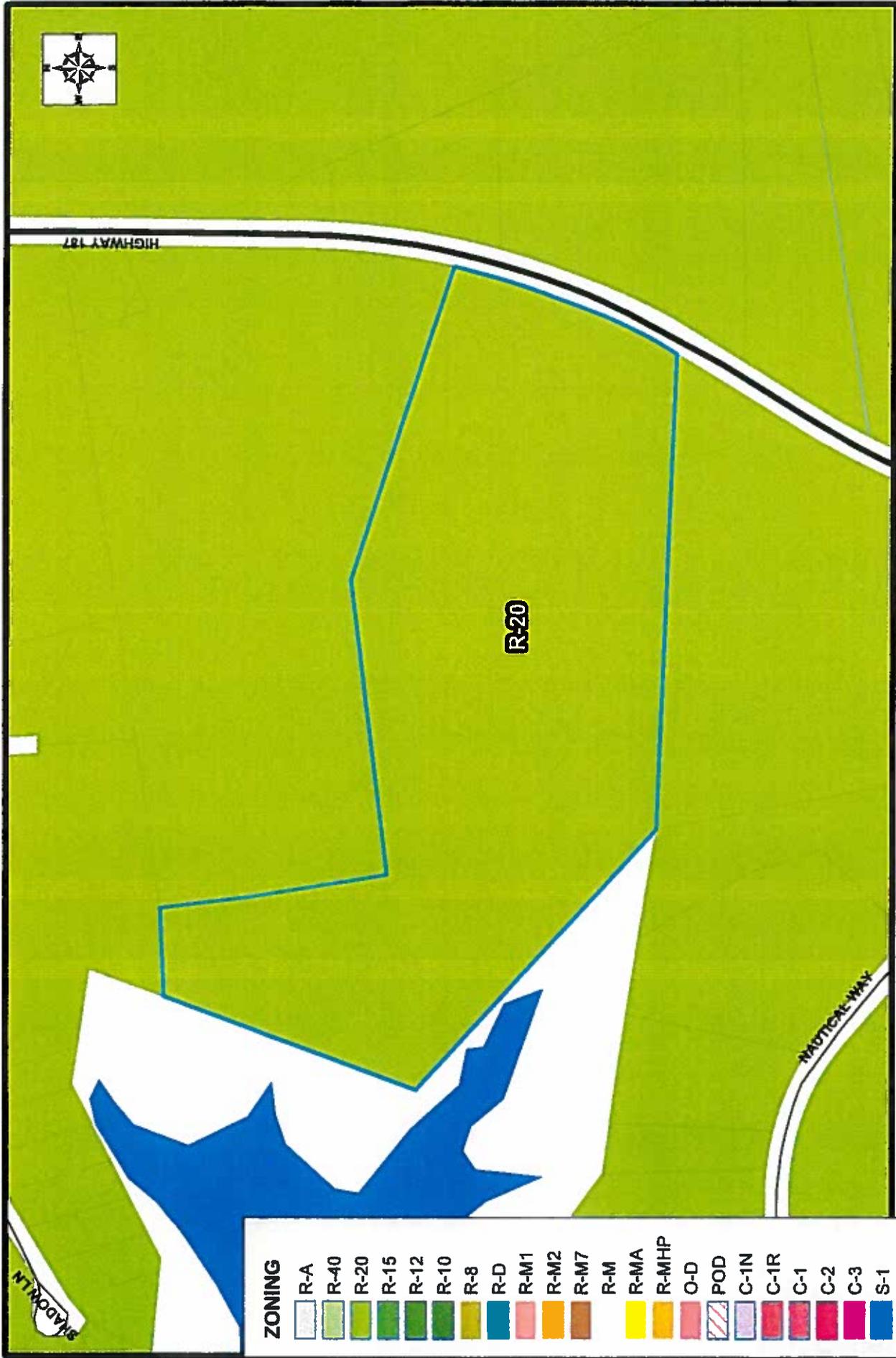
■	Commercial
■	High Density Residential
■	Low Density Residential
■	Residential/Agriculture
■	Natural Conservation
■	Industrial
■	Public/Semi-Public
■	Utilities
■	Village Cluster



ZONING	Color/Pattern
R-A	White
R-40	Light Green
R-20	Light Green
R-15	Light Green
R-12	Light Green
R-10	Light Green
R-8	Light Green
R-D	Light Green
R-M1	Light Green
R-M2	Light Green
R-M7	Light Green
R-M	Light Green
R-MA	Light Green
R-MHP	Light Green
O-D	Light Green
POD	Light Green
C-1N	Light Green
C-1R	Light Green
C-1	Light Green
C-2	Light Green
C-3	Light Green
S-1	Light Green
I-1	Light Green
I-2	Light Green
PD	Light Green
AP	Light Green
RRD	Light Green

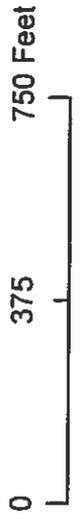
**Rezoning Request
5575 Highway 187
R-20 to R-A**





**Rezoning Request
5575 Highway 187
R-20 to R-A**

ZONING	
[White Box]	R-A
[Light Green Box]	R-40
[Light Green Box]	R-20
[Medium Green Box]	R-15
[Dark Green Box]	R-12
[Dark Green Box]	R-10
[Yellow-Green Box]	R-8
[Teal Box]	R-D
[Pink Box]	R-M1
[Orange Box]	R-M2
[Brown Box]	R-M7
[Brown Box]	R-M
[Yellow Box]	R-MA
[Orange Box]	R-MHP
[Pink Box]	O-D
[Hatched Box]	POD
[Purple Box]	C-1N
[Red Box]	C-1R
[Red Box]	C-1
[Red Box]	C-2
[Pink Box]	C-3
[Blue Box]	S-1
[White Box]	I-1
[Blue Box]	I-2
[Hatched Box]	PD
[Blue Box]	AP
[Blue Box]	RRD



SHADOWN LN

HIGHWAY 187

NAUTICAL WAY

R-20







RESOLUTION #R2015-060

IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS EDUCATION FACILITIES REVENUE BONDS, IN ONE OR MORE SERIES, TAXABLE OR TAX-EXEMPT, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$33,000,000

WHEREAS, the South Carolina Jobs-Economic Development Authority (“Authority”), acting by and through its Board of Directors, is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43 of the Code of Laws of South Carolina 1976, as amended (“Act”), to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to qualified business enterprises and for other purposes described in Section 41-43-160 of the Act in order to promote and develop the economic welfare of the State of South Carolina (“State”) and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State and act in conjunction with other persons and organizations, public or private, in the promotion and advancement of industrial, commercial, agricultural, and recreational development in the State;

WHEREAS, the Authority is further authorized by Section 41-43-110 of the Act to issue revenue bonds, as defined in the Act, payable by the Authority solely from a revenue producing source and secured by a pledge of said revenues in order to provide funds for any program authorized by the Act;

WHEREAS, TCTC Foundation LLC (“Borrower”), a South Carolina limited liability company of which Tri-County Technical College Foundation, Inc., an organization described in Section 501(c)(3) of the Internal Revenue Code, 1986, as amended, is the sole member has applied to the Authority to issue not to exceed \$33,000,000 of the Authority’s education facilities revenue bonds (“Bonds”) in one or more series, taxable or tax-exempt, so the Borrower may (A) defray the cost of the (i) construction of a new Student Success Center to house a Learning Commons and associated group study space and computer labs, campus store, café, and a shipping and receiving facility, (ii) refurbishment and repurposing of Ruby Hicks Hall to become a “one-stop,” student services center, and (iii) construction of a new central plant to provide cooling for campus buildings via an energy loop, all for use by Tri-County Technical College (“College”) in Anderson County, South Carolina; (B) provide funds to (i) amend the structure of the Authority’s outstanding Economic Development Revenue Bond (TCTC Foundation LLC Project) Series 2005 (“Series 2005 Bonds”) issued in the original principal amount of \$8,000,000, or (ii) prepay Loan Payments, as defined in the Loan Agreement dated August 25, 2005, between the Authority and the Borrower, in order to provide funds necessary to refund and defease all or a portion of the Series 2005 Bonds, which were issued by the Authority and loaned to the Borrower to defray the costs of (x) acquiring certain real property, and (y) constructing and equipping an approximately 45,000 square foot classroom building thereon (collectively, “(A)” and “(B)”, “Projects”); and (C) provide for certain fees and expenses to be incurred in connection with the issuance of the Bonds;

WHEREAS, the Projects will be initially owned by the Borrower and operated by the College;

WHEREAS, the Borrower anticipates that the Projects will benefit the State and the County, generally and, in particular, by assisting the Borrower in the creation and maintenance of permanent employment (both direct and indirect) for people from the County and surrounding areas, with a resulting alleviation of unemployment and a substantial increase in payrolls, tax revenues, and other public benefits incident to the conduct of such businesses not otherwise provided locally; and

WHEREAS, on this date, prior to any deliberations regarding this Resolution, the Anderson County Council ("Council") held a public hearing, at which all interested persons have been given a reasonable opportunity to express their views, for the purposes of complying with Section 147(f) of the Internal Revenue Code of 1986, as amended, and Treasury Regulations Section 5f.103-2(f), as amended (collectively, "Federal Tax Requirements"). The public hearing was duly noticed by publication in the Anderson Independent-Mail, a newspaper having general circulation in the County, not less than 15 days prior to the date hereof.

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

Section 1. The County Council conducted the public hearing for purposes of satisfying the Federal Tax Requirements.

Section 2. As required by the Act, based on information received by the County from the Borrower, it is hereby found, determined and declared that (a) the Projects will serve the purposes of the Act; (b) the Projects are anticipated to benefit the general public welfare of the locality by providing services, employment, recreation or other public benefits not otherwise provided locally; (c) the Projects will give rise to no pecuniary liability of any county or incorporated municipality, including the County, or a charge against its general credit or taxing power; (d) the amount of Bonds required to finance the Projects is not exceeding \$33,000,000; and (e) the documents to be delivered by the Borrower and the Authority with respect to the Bonds will provide, among other things, (i) for the amount necessary in each year to pay the principal of and interest on the Bonds, (ii) whether reserve funds of any nature will be established with respect to the retirement of the Bonds and the maintenance of the Projects (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (iii) that the Borrower shall maintain the Projects and carry all proper insurance with respect thereto.

Section 3. Solely for purposes of satisfying the Federal Tax Requirements, the Projects and the Bonds are hereby granted "approval." As provided by the Act, the Bonds shall in no way be an obligation or liability of the County.

Section 4. The County Administrator is hereby authorized and directed to execute such documents as may be necessary to evidence the County's "host approval," as defined in the Federal Tax Requirements.

Section 5. This Resolution shall take effect and be in full force and effect from and after its adoption.

[Signature Page Follows]

ADOPTED: December 1, 2015

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____

Tommy Dunn, Chairman of County Council

ATTEST:

By: _____

Rusty Burns, County Administrator

By: _____

Kimberly A. Poulin, Clerk to Council

Approved as to form:

By: _____

Leon Harmon, County Attorney

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



Application

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

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

Name: BOERNER Kelly KAY
(Last) (First) (Middle)

Name of board(s) and/or committee(s) in which you are interested: Farmers Market Board
Economic Advisory Board. Purchasing Review Panel

Current Address: _____
Street City State ZIP

County Council District: 4

Telephone: _____
(Daytime) (Nighttime)

Email: _____

Highest Level of Education: Bachelors

High School Graduate: Yes No GED Equivalent Yes No

College Attended (If applicable): Lander University

Location of College (City, State): Greenwood, SC Degree: B.S.

Employment History:

Company	Position	Term of Employment
CGI Technologies+ Solution	SR. Consultant	Jan 2007 - July 2014
Wachovia	Financial Specialist	Nov. 2005 - Jan 2007
Capital Bank	Mortgage Lender	Nov 2004 - Nov. 2005

Present Employer: Truven Health Analytics

Address: 777 E. Eisenhower Pkwy Telephone: ⁸⁵⁵~~(734)~~ 878-8361
Ann Arbor MI 48108

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

If so, please explain: NA

Please provide any additional information indicating your qualification for the position: I served on the Historical Preservation Comm for Wake County, 2 years, Inter-Faith Food Shuttle Board 5 years (Raleigh, NC)

Initial the Following:

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

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

CERTIFICATION OF APPLICANT

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

Kelley K Boerner
Applicant Signature

1/8/15
Date

Witness Signature

Date

Office Jake Peltrey



Haskett Enterprise, Inc
DBA:
Halls Martial Arts Connection
P.O. Box 51124
Piedmont, SC 29673-2124
www.hallsmartialarts.com



864-444-5250 or 864-295-9403

**Located @ in the 81 Plaza 11021 Anderson Rd,
Piedmont, SC 29673**

10 November 2015

**Sheriff Skipper and all
Anderson County Deputies,**

**Just a quick note to say, "THANK YOU". I find your "Building Check"
papers on my door on a regular basis. I want you to know that we truly
appreciate the Sheriff's Office policy as well as the efforts all the
Deputies put forth to keep our community and businesses safe. Again,
THANK YOU very much.**

Blessings,

Rick H

**Rick Haskett
Hall's Martial Arts Connection**

*THANK YOU FOR
A JOB WELL DONE!*

Janice Robison

From: Lloyd Robison
Sent: Monday, November 09, 2015 1:19 PM
To: John Skipper; Janice Robison
Subject: FW: Health Fair

Sheriff & Jan

FYI, see the below message from Anderson School District #2 administration.

Thanks,
Lloyd

From: Terry Porter
Sent: Monday, November 09, 2015 1:02 PM
To: Lloyd Robison
Subject: FW: Health Fair

FYI

*Sergeant Terry L. Porter
Anderson County Sheriff's Office
Community Services Unit
864-222-6653 Desk
864-844-1837 Mobile
tporter@andersonsheriff.com*



THANK YOU FOR
A JOB WELL DONE?
[Signature]

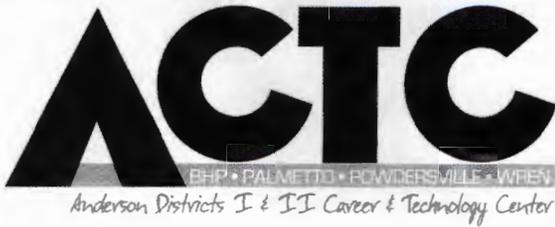
From: Anne Branyon [<mailto:ABranyon@anderson2.k12.sc.us>]
Sent: Monday, November 09, 2015 12:46 PM
To: mdca99@ah.net
Subject: Health Fair

Thank you so much for making Anderson School District Two Health Fair such a success for our employees and retirees. We truly appreciate you being a part of the Health event and providing your services and information to all of us.

Again, we are very appreciative for Anderson County Sheriff's Office supporting our school employees, community and being involved in our Health Fair. Mr. Porter, you did a remarkable job!

Thank you,

Anne L Branyon
PAYROLL/INSURANCE MGR



Hollie Harrell
Director

Anderson Districts I & II
Career & Technology Center
702 Belton Highway
Williamston, SC 29697
www.andersonctc.org



hharrell@andersonctc.org

p 864.847.4121 ext. 2112

November 11, 2015

Sheriff John Skipper
Anderson County Sheriff's Office
305 Camson Road
Anderson, SC 29625

Sheriff Skipper:

Tuesday, November 10, I had the privilege to participate in your Ride Along program through Leadership Anderson. Each year, you graciously grant access to my law enforcement students as well. They speak often of how that particular experience helped shaped their future.

On Tuesday, I was placed with Deputy Alex Williams (D33). Deputy Williams is a young man that goes above and beyond in politeness, courteousness and professionalism. It is refreshing to meet an individual that is confident in his position yet maintains a considerate and professional approach to law enforcement. He also made sure I felt safe yet interacted whenever possible, even though I asked him thousands of questions.

Please convey my sincere thanks to you and your officers for the sacrifice made each day to protect our community, especially Deputy Williams and Sgt. Williamson. I am fortunate to work and live in a community where there are real heroes that protect my school and my family.

Sincerely,

Hollie Harrell
Director

THANK YOU FOR
A JOB WELL DONE.
JH