



# 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 of Council  
[kapoulin@andersoncountysc.org](mailto:kapoulin@andersoncountysc.org)

Rusty Burns  
County Administrator

P. O. Box 8002  
Anderson, SC 29622  
Fax: 864-260-1356  
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AGENDA  
ANDERSON COUNTY COUNCIL  
Presentation Meeting – September 1, 2015 – 6:00 p.m.  
Historic Courthouse – Council Chambers – Second Floor  
Chairman Tommy Dunn, Presiding

1. **CALL TO ORDER:** Chairman Tommy Dunn

2. **RESOLUTION:**

**#R2015-048:** a resolution to recognize and honor the Greater Anderson Musical Arts Consortium for its contributions and service to our county. Mr. Francis M. Crowder, Sr (allotted 5 minutes)

3. **ADJOURNMENT:**

AGENDA  
ANDERSON COUNTY COUNCIL  
Regular Meeting – September 1, 2015 – 6:30 p.m.  
Historic Courthouse – Council Chambers – Second Floor  
Chairman Tommy Dunn, Presiding

1. **CALL TO ORDER:** Chairman Tommy Dunn

2. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Mr. Ken Waters

3. **APPROVAL OF MINUTES:** August 18, 2015 meeting

4. **CITIZEN COMMENTS:** Agenda Matters

5. **ANNUAL COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY FROM SC APPALACHIAN COUNCIL OF GOVERNMENTS:**  
Mr. David Shellhorse (allotted 5 minutes)

6. **COUNTY'S FINANCIAL RESPONSIBILITIES TO DEPARTMENTS:**  
Ms. Gracie S. Floyd (allotted 20 minutes)

7. **ORDINANCE – THIRD READING:**

a. **2015-023:** An ordinance authorizing pursuant to Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, the expansion of the boundaries of the joint county industrial and business park jointly developed with Greenville County, South Carolina to include certain real property located in Anderson County, South Carolina; the execution and delivery of an Infrastructure Credit Agreement by and among Anderson County, South Carolina, Homtex Weaving, LLC (“tenant”) and Wooten Properties SC, LLC (“landlord”) to provide for infrastructure credits.  
Mr. Burriss Nelson (allotted 10 minutes)

b. **2015-024:** An ordinance authorizing pursuant to Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, the execution and delivery of an amended and restated Infrastructure Credit Agreement by and among Anderson County, South Carolina and Piedmont Coca-Cola Bottling Partnership to provide for infrastructure credits.  
Mr. Burriss Nelson (allotted 10 minutes)

8. **ORDINANCE – SECOND READING:**

**2015-025:** An ordinance authorizing the execution of a lease purchase agreement in an amount not to exceed \$5,300,000 relating to the acquisition of certain vehicles and equipment by Anderson County, South Carolina; authorizing the execution and delivery of all other documents necessary or appropriate to implement such lease purchase agreement. **PUBLIC HEARING – NO TIME LIMITS**  
Ms. Rita Davis (allotted 10 minutes)

9. **REPORT FROM FINANCE COMMITTEE MEETING AUGUST 27, 2015:**

Chairman Francis M. Crowder, Sr (allotted 10 minutes)

- a. Economic Development Issues
  - 1. Spec Building
  - 2. Industrial Park Possibilities
- b. Grants
  - 1. 2015 Community Forestry Financial Assistance Program
  - 2. 2015 LEMPG Grant
- c. Shredding
- d. Transfer

10. **REQUESTS BY COUNCIL MEMBERS:**

All Districts (allotted 14 minutes)

- a. Recreation Requests
  - GAMAC – DISTRICT ONE
  - Belton Area Museum Association – DISTRICT THREE
  - Belton Center for the Arts – DISTRICT THREE
  - Bowie Old Farm Reunion, Inc – DISTRICT THREE
  - Cheddar Youth Center – DISTRICT SEVEN

11. **BOARDS AND COMMISSIONS:**

ATAX Committee: 3 applications

12. **ADMINISTRATOR'S REPORT:**

Mr. Rusty Burns (allotted 2 minutes)

- a. Letters of Appreciation:
  - 1. TO: Rusty Burns From: ACSD Five
  - 2. To: ACSO & Sheriff Skipper From: Congressman Jeff Duncan

13. **CITIZEN COMMENTS:** Other Matters

14. **REMARKS FROM COUNCIL MEMBERS:**

15. **ADJOURNMENT**

**RESOLUTION R2015-048****A RESOLUTION TO RECOGNIZE AND HONOR THE GREATER ANDERSON MUSICAL ARTS CONSORTIUM FOR ITS CONTRIBUTIONS AND SERVICE TO OUR COUNTY; AND OTHER MATTERS RELATING THERETO.**

**WHEREAS**, the Greater Anderson Musical Arts Consortium known as GAMAC was established in 1990, and

**WHEREAS**, the organization has for the past Twenty-Five years provided the very best community musical education and performance opportunities to the citizens of Anderson County, and

**WHEREAS**, in honor of this auspicious occasion the GAMAC will be commemorating this milestone with the launch of the "Musical Stories". The mini-concerts will expose pre-school children to stories such as *Banjo Granny* and *Ben's Trumpet* utilizing various instruments as well as narration, and

**WHEREAS**, The Anderson County Council recognizes the devotion to artistic excellence of GAMAC's vocalist, instrumentalist, founders and leaders and applauds your expressions of diversity through the performing arts; and

**WHEREAS**, the administration, residents and the County Council are pleased to honor the commitment to the quality of life through music that the GAMAC has demonstrated over the past Twenty-Five years.

**NOW, THEREFORE, BE IT RESOLVED** this 1st day of September, 2015:

**ATTEST:**

**FOR ANDERSON COUNTY:**

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Rusty Burns  
County Administrator

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Tommy Dunn, Chairman  
District Five

---

Kimberly A. Poulin  
Clerk to Council

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Francis M. Crowder, Sr  
District One

State of South Carolina    )  
County   of       Anderson    )

ANDERSON COUNTY COUNCIL  
SPECIAL PRESENTATION MEETING  
AUGUST 18, 2015

**NOT RECORDED BUT RESOLUTIONS WERE  
TYPED FROM COUNTY WEB SITE**

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

ALSO PRESENT:  
RUSTY BURNS  
KIM POULIN  
LEON HARMON

1 TOMMY DUNN: I'd like to call to order  
2 ...  
3

4 **Resolution R2015-043 A RESOLUTION TO RECOGNIZE AND**  
5 **HONOR MR. AMOS WELLS FOR CONTRIBUTIONS TO OUR**  
6 **COMMUNITY THROUGH AGRICULTURE AND HORTICULTURE and**  
7 **HIS SELECTION AS SENIOR CITIZEN OF THE YEAR AWARD;**  
8 **AND OTHER MATTERS RELATED THERETO.**

9 WHEREAS, Mr. Amos Wells, a resident of  
10 Anderson County for nearly 45 years, and as a Clemson  
11 Extension Agricultural Agent for thirty-two years is  
12 a recognized "local" expert for indigenous plants  
13 within the Piedmont areas, and

14 WHEREAS, his pioneering spirit was  
15 instrumental in establishing the first farmer's  
16 market in South Carolina and became the model for  
17 other counties to emulate, and

18 WHEREAS, the Anderson County Council wishes  
19 to recognize the efforts of individual citizens who  
20 demonstrate qualities of individual excellence,  
21 ambassadors of environmental stewardship, and  
22 selfless devotion to their community, and  
23 Anderson County Council commends and congratulates  
24 Mr. Amos Wells for his commitment to excellence in  
25 service to our community; we are appreciative of your  
26 endeavors and salute your most recent recognition and  
27 distinction, as Anderson County Senior Citizen of the  
28 Year for 2015.

29 This resolution shall take effect and be in force  
30 immediately upon enactment; RESOLVED in meeting duly  
31 assembled this 18th day of August, 2015.  
32

33 **RESOLUTION R2015-045 A RESOLUTION TO RECOGNIZE AND**  
34 **HONOR WHITEFIELD BAPTIST CHURCH ON THEIR 175TH**  
35 **ANNIVERSARY; AND OTHER MATTERS RELATING THERETO.**

36 WHEREAS, Whitefield Baptist Church is a  
37 local place of worship in Anderson County and was  
38 established in 1840 by Elder Robert King, and

39 WHEREAS, Whitefield Baptist Church began  
40 from the humble beginnings of 11 members and the  
41 first structure, a log building, was erected near  
42 present day Mitchell and Pine Trail Roads, and

43 WHEREAS, Whitefield Baptist Church has  
44 prospered and progressed over the past 175 years,  
45 building several new sanctuaries to host their  
46 growing congregations to its current location which  
47 encompasses not only the sanctuary, a large  
48 fellowship hall, Sunday School classrooms and office  
49 space, and

50 WHEREAS, Whitefield Baptist Church has

1 encouraged its members to participate in local,  
2 regional and global ministries to include: Love the  
3 Lot, Operation Care, Good News Club, Sturgis Bike  
4 Rally and the Slovakia Missions, and

5 **WHEREAS,** The Anderson County Council is  
6 pleased to congratulate the members of Whitefield  
7 Baptist for their contributions to the community and  
8 Anderson County.

9 NOW THEREFORE, BE IT RESOLVED this 18th day of  
10 August, 2015:

11  
12 **RESOLUTION R#2015-046 TO RECOGNIZE THE 12-U STARR-IVA**  
13 **GIRLS DIXIE YOUTH SOFTBALL ALLSTARS TEAM AND TO**  
14 **CONGRATULATE THEM FOR WINNING THE 2015 SOUTH CAROLINA**  
15 **STATE CHAMPIONSHIP.**

16 **WHEREAS,** the 12-U team is made up of twelve  
17 young ladies, ages eleven and twelve, from Starr and  
18 Iva; and

19 **WHEREAS,** under the leadership of Head Coach  
20 Nakia Davis, Coaches Jeff Craft, Phillip Martin and  
21 Cade Gray, the team continued its tradition producing  
22 a strong, winning team; and

23 **WHEREAS,** the Starr-Iva Dixie Youth girls'  
24 fast pitch softball team completed an undefeated  
25 season and through hard work and dedication, teamwork  
26 and unselfish play, the ladies on the team went  
27 undefeated in the state tournament, defeating  
28 Jefferson 10-4 to win the State Title; and

29 **WHEREAS,** the team earned the right to  
30 continue its drive to the national championship by  
31 playing in the Dixie Youth World Series, held in  
32 Hartsville, South Carolina. There, they competed  
33 with many teams throughout the Southeast in double  
34 elimination tournament to place as World Series  
35 runner-up.

36 Anderson County Council commends the Starr-  
37 Iva Dixie Youth Softball All-Stars girls' fast pitch  
38 softball team for being outstanding ambassadors of  
39 our community. We are extremely proud of the team  
40 winning the 2015 Dixie Youth State Championship.  
41 Be it resolved by the Anderson County Council on the  
42 18th day of August, 2015.

43  
44 **RESOLUTION #R2015-047 A RESOLUTION TO HONOR TARA**  
45 **JORDAN MOORE FOR HER SELECTION AS THE DISTINGUISHED**  
46 **YOUNG WOMAN OF SOUTH CAROLINA 2016 AND APPLAUD HER**  
47 **ACADEMIC SUCCESSES AND OTHER MATTERS RELATED THERETO.**

48 **WHEREAS,** Tara Moore, the daughter of Gordon  
49 and Patty Moore, a senior at Powdersville High  
50 School; and

1                   **WHEREAS**, Tara Moore competed in the Anderson  
2 County Distinguished Young Woman competition held at  
3 LaFrance Elementary School, Pendleton, South  
4 Carolina, where she won the Bronze Medallion and  
5 received \$800 dollars in scholarships; and

6                   **WHEREAS**, Tara Moore continued to the state  
7 competition held in Lexington, South Carolina, where  
8 she represented Anderson County and won the Silver  
9 Medallion, receiving \$5800 dollars in additional  
10 scholarships and earned the privilege to represent  
11 South Carolina in the national finals to be held in  
12 Mobile, Alabama next June; and

13                   **WHEREAS**, Tara Moores' accolades include:  
14 Student Council and Beta Club Member, National Honor  
15 Society, Palmetto Girls State Delegate, Junior  
16 Marshal and Patriot Scholar. Recently she was named  
17 the "Star Student People's Choice" Award winner by  
18 the Independent Mail newspaper and  
19 NOW THEREFORE it is hereby resolved by the Anderson  
20 County Council that:

21                   Miss Moore, Anderson County Council is proud  
22 of your tremendous accomplishments, especially being  
23 recognized as South Carolina's Distinguished Young  
24 Woman. We wish to extend you much success as you  
25 represent yourself, your family, Anderson County and  
26 the great state of South Carolina while competing for  
27 the title of 2016 Distinguished Young Woman.  
28 This resolution shall take effect and be in force  
29 immediately upon enactment. RESOLVED in meeting duly  
30 assembled this 18th day of August 2015.

31  
32                   **(SPECIAL PRESENTATION MEETING ADJOURNED 6:10 P.M.)**

State of South Carolina    )  
County of           Anderson    )

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
AUGUST 18, 2015

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

ALSO PRESENT:  
RUSTY BURNS  
KIM POULIN  
LEON HARMON



1 TOMMY DUNN: At this time I'd like to  
2 call to order the August 18th, 2015 regular County  
3 Council meeting to order. And at this time I'd like  
4 to ask Ms. Floyd if she'd lead us in the Invocation  
5 and Pledge of Allegiance. We all rise, please.  
6 **(INVOCATION AND PLEDGE OF ALLEGIANCE BY GRACIE FLOYD)**  
7 TOMMY DUNN: Moving on to Item number 3  
8 on the agenda, approval of the minutes for July 21st,  
9 2015; be 3(a). Are there any corrections to be made  
10 to those minutes? Just a minute, Ms. Wilson I think  
11 has got something.  
12 CINDY WILSON: Mr. Chairman, on page 16,  
13 line 36, committee with a three and zero  
14 recommendation and that should replace oh. And then  
15 on page 21 and on I believe it's 22, Realtors is a  
16 trademark name and it's with a capital. Thank you.  
17 TOMMY DUNN: Make that in the form of a  
18 motion with those changes.  
19 CINDY WILSON: May I make the motion that  
20 we approve the minutes with the two corrections.  
21 TOMMY DUNN: Thank you. We have a  
22 second?  
23 TOM ALLEN: Second.  
24 TOMMY DUNN: Second Mr. Allen. Further  
25 discussion? All in favor of the motion show of  
26 hands. All opposed like sign. Show the motion  
27 carries unanimously.  
28 Moving on to 2(b) -- 3(b) August 4th, 2015  
29 minutes. Are there any corrections to be made to  
30 those minutes? Anyone? Hearing none, do I have a  
31 motion to move forward?  
32 CINDY WILSON: So moved.  
33 TOMMY DUNN: Motion to move forward by  
34 Mr. Allen. We have a second?  
35 MITCHELL COLE: Second.  
36 TOMMY DUNN: Second Mr. Cole. Further  
37 discussion? All in favor of the motion show of  
38 hands. All opposed like sign. Show the motion  
39 carries unanimously.  
40 Moving on to Item number 4, Citizens  
41 Comments. Mr. Harmon. Mr. Harmon will call your  
42 name. When he does, please step forward again,  
43 repeat your name and district. You have three  
44 minutes. Please address the Chair and matters only  
45 on the agenda item as listed on the agenda. Mr.  
46 Harmon.  
47 LEON HARMON: Mr. Chairman, we have one  
48 citizen signed up. Elizabeth Fant.  
49 ELIZABETH FANT: Elizabeth Fant, District  
50 3. I want to applaud Kim and Mr. Burns for the

1 packet. It gets better and better. Very clear now  
2 when you're laying out the recreation money as to  
3 who's sponsoring what. And lots of times different  
4 districts are sponsoring the same item, so you see  
5 one gives two hundred, three hundred, whatever and  
6 it's all in one place. Also, the covenants in the  
7 next couple of economic development seem to be well  
8 done. The budget summaries, monies being  
9 transferred, that's very clear. It just gets better  
10 and better. Thank you.

11 TOMMY DUNN: Thank you. Anyone else?

12 LEON HARMON: No one else, Mr. Chairman.

13 TOMMY DUNN: Moving on to Item number

14 5, the Balloon Festival. Ms. Floyd.

15 GRACIE FLOYD: Thank you. Last Monday, I  
16 think it was, I had a semi-breakfast with the  
17 director of the Balloon Festival. We had a lot to  
18 talk about because he had requested some funds. He  
19 had requested some funds from each of us, and I  
20 usually talk to the entity who is requesting the  
21 funds before I decide whether or not to allocate the  
22 funds from District 2's recreation account. But  
23 after talking with him, I was even more impressed  
24 than I was with the Festival. He explained some  
25 things to me and he showed me some things that were  
26 just flabbergasting. One thing I learned is that  
27 Anderson County hosts the only Balloon Festival in  
28 the state of South Carolina. And I learned that that  
29 -- those balloons fly every -- every month. I  
30 learned that people are coming all the way from other  
31 areas to get in the balloon to ride even when it's  
32 not time for the festival. I learned where the  
33 people are coming from in Anderson County and other  
34 areas and how many people are coming. And I learned  
35 something else. I learned that we are busy trying to  
36 get companies to come to our town to set up business  
37 here. But we have -- the county has very, very  
38 little to offer. So I was thinking, and I asked him,  
39 I told him, I said, well, this could be a quality of  
40 life issue. This is something that we can put in our  
41 packet when we go out to recruit these industries.  
42 We can show them the number of things that we have  
43 going on throughout the year for their families, for  
44 their children. Because after all, these are people  
45 who usually are coming from other areas where they  
46 have access to parks and this and that, and we have  
47 very little.

48 So on my request, only on my request -- or  
49 maybe I should say, on my begging -- because he, he  
50 felt like he would -- that it might be too much and

1 it would seem like he was pushing. But I told him he  
2 wasn't pushing, I was. I want Steve to come forward,  
3 please, and please talk to us about the Balloon  
4 Festival and how it can impact the quality of living  
5 here in Anderson County.

6 STEVE LAMBERT: If I give you my phone.  
7 There's a video, I don't know if you guys are aware  
8 of it, and maybe we'll skip it for another night.  
9 South Carolina, the state of South Carolina, made a  
10 commercial that's being shown all over the whole  
11 country. Have any of y'all seen that yet? Anyway,  
12 it features the Balloon Festival as a tourist  
13 destination. And it's a beautiful commercial. We  
14 don't see it here because they're doing it all the  
15 United States, trying to bring people here. And I  
16 really wanted to show that tonight. It's only like a  
17 minute and a half. It's not a long commercial. It's  
18 online and we can actually run it on YouTube, if we  
19 could ever get it. But that really, really shows  
20 what they're doing and what the state's doing and how  
21 they're promoting Anderson, as well. And it's a  
22 really neat -- it's an actual television commercial.  
23 They had an entire production company the weekend  
24 that our Festival last year, just for that reason.  
25 Just filming the Festival.

26 I had prepared a speech, kind of around  
27 that, just to talk a little bit about it. I don't  
28 have it, so anyway. As she said, I recently met with  
29 Ms. Floyd to talk about the Festival and explained  
30 how important we believe it is to Anderson. Ms.  
31 Floyd asked me to come here tonight to provide more  
32 information that you may not be aware of.

33 To give you a bit of history, I have been  
34 flying balloons for over twenty-five years. When the  
35 first Balloon Festival came to Anderson in 1999, we  
36 also discovered Anderson -- my wife and I -- and  
37 after flying over the town and viewing Lake Hartwell  
38 from the air, I was hooked on Anderson and made a  
39 decision to move here from Florida. In 2003, we made  
40 the move and we opened Skyscapes of America, LLC,  
41 which is a balloon ride company offering balloon  
42 flights to people from all around the Southeast U.S.  
43 Twelve years later we are still here and we are  
44 actually the only balloon ride company -- full time  
45 balloon ride company in the entire state of South  
46 Carolina. So when people want to fly, in Charleston  
47 or wherever it is, they come to Anderson to take  
48 balloon rides. And surprisingly a lot of people do.  
49 We view hot air ballooning as contributing to the  
50 quality of life in Anderson. And when we talk about

1 quality of life, we think of all the activities  
2 available to us to enrich, entertain and educate  
3 ourselves. A health publication states that the  
4 quality of life encompasses a multidimensional  
5 concept that includes positive emotions and life  
6 satisfactions. Hot air balloons evoke several  
7 emotions in spectators -- awe at their beauty and  
8 size, surprise as they magically rise and float  
9 through the air, enjoyed as they gracefully put on  
10 their aerial displays.

11 Also, probably the biggest provider of  
12 entertainment that improves our quality of life is  
13 Lake Hartwell. With the addition of the Green Pond  
14 boat ramp, fishing and fishing tournaments are  
15 becoming a huge draw for Anderson. Festivals and  
16 events are another form of entertainment which brings  
17 me back to Balloons Over Anderson. For years  
18 Greenville was at the heart of hot air ballooning in  
19 South Carolina. In 1999, the Balloon Festival moved  
20 to Anderson and immediately became a favorite  
21 location among balloonists for flying. When you  
22 recruit new businesses to Anderson, it would make  
23 sense that these companies would seek out cities that  
24 offer multiple activities for their employees and  
25 families to enrich their lives. If Anderson lacks in  
26 these areas at all, then Greenville and other  
27 surrounding cities become more attractive to them.  
28 We need to be sure Anderson remains their focus when  
29 they consider where to locate their business. There  
30 are festivals and other events throughout the year  
31 and they all need financial help. And Balloons Over  
32 Anderson is no different, which is why I come to you  
33 for help each year. This is Balloons Over Anderson's  
34 seventh year. But it hasn't gotten any easier  
35 raising money. Without your help and from local  
36 businesses and corporations, the Festival may not be  
37 able to continue year after year. Without the  
38 community support Anderson could lose some of these  
39 events and thus lessen our quality of life and the  
40 attractions to new residents and businesses.

41 As Balloons Over Anderson was established as  
42 a 501(c)(3) non-profit corporation under the category  
43 of education, we have partnered with local  
44 organizations such as the Civil Air Patrol, Boy Scout  
45 Troop 84 and so forth. This year we are pleased to  
46 partner with the Electric City Young Marines, who  
47 will assist with onsite duties such as security and  
48 parking. The most difficult aspect of organizing a  
49 festival is fund raising. As such, I would like to  
50 ask for any advice that Council could provide to help

1 me recruit new sponsors. Perhaps you could spare a  
2 few minutes to talk strategy with me. As I have  
3 shown in previous years through attendance counts and  
4 zip code collections, the Balloon Festival is a  
5 tourism draw for Anderson. We estimate the Festival  
6 contributes well over a hundred heads in beds, as  
7 shown by these counts and the number of balloon  
8 flights sold. One would think that restaurants and  
9 gas stations would be big sponsors of the Festival as  
10 they stand to benefit the most, but -- from the  
11 tourism, but oddly enough they are not. I would like  
12 to also remind you that Balloons Over Anderson is run  
13 entirely by volunteers, as is many organizations  
14 started by interested residents of Anderson. We not  
15 only handle bringing in the pilots and their  
16 balloons, we search to bring other activities, shows  
17 and entertainment to be presented throughout the  
18 weekend. We also invite you to peruse our web site  
19 to see what we have planned for this year. That  
20 address is [BalloonsOverAnderson.org](http://BalloonsOverAnderson.org).

21 One of the new attractions we've added this  
22 year is lawnmower races. These super-charged mowers  
23 provide great entertainment, lots of excitement.  
24 STEC Equipment, here in Anderson, has graciously  
25 agreed to sponsor the lawnmower races and also  
26 planned to fund at their booth for spectators as  
27 well. We also have the Weatherman Band, with Jack  
28 Roper, who will perform on Saturday and Them Quartet  
29 Boys gospel group on Sunday. I would also like to  
30 mention that every two years we are fortunate that  
31 South Carolina Living Magazine does a write-up on  
32 Balloons Over Anderson in their magazine. This year  
33 it will be included in the September issues. The  
34 Festival has had write-ups in several publications  
35 throughout the years, both in the Independent Mail  
36 and in Your Hometown Fun Magazine. We believe the  
37 quality of life in Anderson is truly enhanced by  
38 Balloons Over Anderson.

39 Thank you for your attention. Any  
40 questions?

41 GRACIE FLOYD: Mr. Chairman?

42 TOMMY DUNN: Yes, ma'am.

43 GRACIE FLOYD: I am hoping that Anderson  
44 County will embrace the Balloon Festival as one of  
45 our premier activity during the year. I think that  
46 -- I think that more can be done to promote this  
47 wonderful activity throughout our county and  
48 throughout our state with our help. I was  
49 disappointed when I talked to Steve and he was  
50 telling me about how hard it is to get funds for the

1 Festival. And I have been thinking ever since we  
2 talked, you know, just what could I do to help get  
3 the type of money that he's going to need to put on a  
4 top flight festival. And I've come up with some  
5 ideas that I'll talk to Steve about, but I'm hoping  
6 that this in one thing that we all will do. Yes, we  
7 have our Green Pond, and we have our Broadway Lake  
8 and Lake Hartwell. We have the fair. And I can't  
9 think of too much else that we have. But the Balloon  
10 Festival should be right up there. This is ours.  
11 This is the only one in the state of South Carolina  
12 and it's here in our town. So I am hoping that we  
13 can do -- work a little harder to help Steve promote  
14 this thing. Steve, how much do you get paid? Are  
15 you on salary?

16 STEVE LAMBERT: No, ma'am. I am strictly  
17 volunteer.

18 GRACIE FLOYD: Okay. So what did you  
19 make last year off of this?

20 STEVE LAMBERT: Nothing.

21 GRACIE FLOYD: Okay. All right. So ---

22 STEVE LAMBERT: We're passionate about  
23 what we do.

24 GRACIE FLOYD: Okay. Now these are your  
25 people.

26 STEVE LAMBERT: Yes, they are.

27 GRACIE FLOYD: Will you introduce them to  
28 us, please?

29 STEVE LAMBERT: Dale Forrey (phonics); my  
30 wife, Connie; Perry Ann (phonics); John Taylor;  
31 Debbie Porter; Daniel Tollison; Mike Slain; and his  
32 wife, Janie.

33 GRACIE FLOYD: And who gets paid in that  
34 crowd?

35 STEVE LAMBERT: None of them.

36 GRACIE FLOYD: So, folks, I guess you can  
37 see where the money is going. It's going directly to  
38 the Balloons to do what they can. Also, I understand  
39 that you need volunteers, as well.

40 STEVE LAMBERT: Right. We were lucky  
41 enough this year. Mike met with the Young Marines,  
42 Electric City Young Marines, and they have agreed to  
43 come on board and help us this year with the parking  
44 and the logistics. They'll provide security and all  
45 that, as well, which is -- again, that's part of our  
46 charter. We're always trying to help these young  
47 organizations in their education and that's why we  
48 get them to help us, as well. So it works for both  
49 of us.

50 GRACIE FLOYD: Good. So if you have any

1 surplus money left over, I know you put aside some  
2 for next year, but you also help other entities, as  
3 well?

4 STEVE LAMBERT: We do, as long as it's  
5 something that -- it's basically payment for them  
6 coming in to help, but it also helps them, as well,  
7 in helping in their educational stuff.

8 GRACIE FLOYD: Well, you know I enjoyed  
9 the breakfast. I ate the breakfast and you drank the  
10 coffee. That was it. But I really enjoyed the time  
11 we had and I learned a lot. And I want to volunteer  
12 Tommy Dunn ---

13 STEVE LAMBERT: Okay.

14 GRACIE FLOYD: --- to work. He can help  
15 park cars for you; okay?

16 STEVE LAMBERT: He'd actually make a good  
17 balloon crew. Big as he is.

18 GRACIE FLOYD: Okay. We'll put him --  
19 and any money that he incurs, the county will take  
20 it. Okay? Thank you so much, Steve. I will be  
21 making an allocation tonight from District 2's  
22 recreation account. And this is recreational, and I  
23 can't think of a better way for District 2 to invest  
24 some of their money.

25 I thank you, Mr. Chairman.

26 TOMMY DUNN: Thank you, Ms. Floyd. Mr.  
27 Allen?

28 TOM ALLEN: Just very quickly, Steve,  
29 I want to thank you and your crew for the work you  
30 do. As I was driving down town a couple of days ago  
31 and I think I saw you going from restaurant to  
32 restaurant with a clip board in your hand trying to  
33 raise money. So I know you're out there burning shoe  
34 leather.

35 STEVE LAMBERT: Right.

36 TOM ALLEN: And I will certainly  
37 support you in any way I can and I'll see what I can  
38 maybe get with some industries or something and see  
39 if we can get ---

40 STEVE LAMBERT: And that's the main thing  
41 we need. I just had a Trehel -- you would think,  
42 Trehel Corporation. I just had -- and I shouldn't  
43 probably mention names, but I just got turned down by  
44 them. They just said we're not what they're  
45 interested in contributing for. And that's what I  
46 get constantly from a lot of these corporations. And  
47 I think what would really -- endorsement from someone  
48 like yourself that we think this is something worth  
49 keeping is the kind of thing that I need. I know  
50 there's a lot of issues from the past that we're

1 still trying to overcome, but that seems to be, you  
2 know, our biggest thing. When I go to these big --  
3 I've tried First Quality. I've tried them all. And  
4 I just keep getting told no. so the ones right now  
5 are the small ones, like STEC Equipment and places  
6 like those. So we have to get a lot more of them  
7 with smaller funds. And again, that's one of the  
8 hardest things that we do is trying to raise money.  
9 Our budgets are still in the thirty thousand dollar  
10 range. We're putting on this whole festival for  
11 thirty thousand plus dollars. Which is not much.

12 TOM ALLEN: Thanks, Steve.

13 GRACIE FLOYD: May I ask?

14 TOMMY DUNN: Ms. Floyd?

15 GRACIE FLOYD: May I ask a question?

16 Steve, wait a minute. We're not through yet. Steve,  
17 Anderson County, do we do any advertising?

18 STEVE LAMBERT: Say that again.

19 GRACIE FLOYD: The county, Anderson  
20 County, do we advertise anything?

21 STEVE LAMBERT: As far as what?

22 GRACIE FLOYD: Money.

23 TOMMY DUNN: I think the answer would  
24 be no.

25 GRACIE FLOYD: Oh, the answer would be  
26 no.

27 TOMMY DUNN: Think so.

28 GRACIE FLOYD: Okay.

29 STEVE LAMBERT: I'm not sure what you're  
30 asking.

31 GRACIE FLOYD: I'm asking you do we -- I  
32 can't ---

33 TOMMY DUNN: County support any  
34 advertising?

35 GRACIE FLOYD: Thank you, yeah, is the  
36 county supporting your advertising efforts?

37 STEVE LAMBERT: Well, the money that I get  
38 from the state of South -- I get money from the state  
39 of South Carolina PRT and also Anderson County's PRT  
40 and the city's PRT. That money is what goes toward  
41 the advertising. Okay? Some of that money is used  
42 for -- you can spend it for things like porta-  
43 potties, believe it or not, because we have to have  
44 things for the tourists to be able to use facilities  
45 and such. But the majority of that money goes  
46 strictly for advertising, and I have to use it to  
47 advertise fifty miles outside of Anderson. I can't  
48 come in and do local advertising -- although we're  
49 using Channel 7 WSPA, this year will be our TV  
50 station and that's one of the reasons why we got Jack



1 Roper to come in. But that money -- and with the  
2 state, it's a matching fund. So I -- whatever I get  
3 from the state, I have to match it by getting it from  
4 somebody else. So that makes it even a little bit  
5 more difficult. But at least we have the advertising  
6 money. Now what we need is the hotel money for the  
7 pilots and all the other activities that we do. But,  
8 anyway, does that answer your question?  
9 GRACIE FLOYD: How short are we now?  
10 STEVE LAMBERT: We're actually pretty  
11 close. We're within probably four or five thousand  
12 dollars of being there.  
13 GRACIE FLOYD: Short? Okay.  
14 STEVE LAMBERT: And we also will sell  
15 souvenirs onsite. We're going to order a bunch of T  
16 shirts. And so we'll sell souvenirs. So we usually  
17 try and make up the difference. Every year we're  
18 always short, but we always are able to make up the  
19 difference in selling souvenirs and balloon rides and  
20 stuff onsite during the weekend. The only thing that  
21 would kill us is if it rained all weekend. So we  
22 hope that doesn't happen.  
23 TOMMY DUNN: Hope not. Thanks.  
24 Appreciate y'all.  
25 Anything else, Ms. Floyd?  
26 GRACIE FLOYD: No, except I want Steve to  
27 call me tomorrow.  
28 CINDY WILSON: Mr. Chairman, may I?  
29 TOMMY DUNN: Yes, ma'am. Ms. Wilson.  
30 CINDY WILSON: Don't forget to get your  
31 application in for accommodation tax funds, if you  
32 haven't already done it.  
33 TOMMY DUNN: I think they do that  
34 pretty good. Thank you.  
35 Moving on to -- you sure you don't want to  
36 stay over yonder? I forgot to do a little  
37 housekeeping here at the start of the meeting. I  
38 apologize. Items number 7 and 11 will be taken off  
39 the agenda for tonight.  
40 Yes, sir. Request for Council members.  
41 Now moving on to Item number 6, Anderson  
42 County 2015, J. Mitchell Graham Memorial Award  
43 runner-up. Matt Schell and Angie Stringer.  
44 TOMMY DUNN: Get a mike -- Matt, get  
45 that mike back there, but make sure we get this --  
46 Kim's getting it picked up.  
47 ANGIE STRINGER: Okay. I want to thank the  
48 Council for their support in Green Pond. We had the  
49 opportunity to go and present the project. It was  
50 well received. We got runner-up. We would have won.

1 The number one project was phenomenal, as well, and  
2 they involved students and built their project so  
3 it's kind of hard to beat that. But we did -- we  
4 felt really good about it. And Matt's got a few  
5 things to say. I just wanted to -- I've got some  
6 paper for you guys, to show you on the web site, they  
7 have videos of us doing the actual presentation and  
8 you can actually pull up the application that we  
9 wrote and submitted. It was a great project.  
10 Couldn't have happened without County Council. So  
11 thank you. Matt.

12 MATT SCHELL: Thank you. I just wanted  
13 to echo Angie's comments. Green Pond was a top  
14 contender down in Hilton Head. It certainly couldn't  
15 have been better realized without the documentation  
16 that took place over the past seven years, which is  
17 something that Angie kind of recognized early on in  
18 the project. And to watch the movie, and y'all were  
19 presented the video shortly after the Bass Master  
20 Classic -- but it was a -- a seven minute version was  
21 condensed to allow three minutes of pitch time. ??  
22 the event actually the video, Angie can send it to  
23 you so you guys can see the actual presentation.

24 But Angie really made a contender --  
25 documented the contender aspect of this project and  
26 what Green Pond as a project in the community for  
27 recreation stands for when county, federal, state,  
28 local agencies, the community comes together.  
29 There's a lot of goose bumps. Every time I watch it,  
30 I still get them. And there was a lot -- as Angie  
31 said, a lot of positive feed back. I still feel  
32 that, after watching the video, that there's no  
33 reason why we couldn't have won, given the  
34 significance of the project from start to finish and  
35 what just continues to reward the county for  
36 shouldering such a recreational project in the  
37 Upstate of South Carolina. So y'all have a lot to be  
38 proud of. So Honorable Mention is worth recognizing  
39 for us, too, so we appreciate y'all's support.

40 ANGIE STRINGER: And the sum up was that a  
41 four million dollar investment in one event brought a  
42 return on investment of about twenty-four million  
43 from one event. So -- and that impacted the entire  
44 Upstate and that was a big thing that kept being  
45 mentioned. Every time we were called up it kept  
46 being mentioned. But Matt and I brought the plaque  
47 home and it belongs to you. So we would like to give  
48 it to you tonight.

49 TOMMY DUNN: We appreciate it, Ms.  
50 Stringer, but it belongs to the citizens of Anderson

1 County and we'll hang it in the hall. And the  
2 citizens of Anderson County is the real winners on  
3 this because they would -- just move to -- this is a  
4 few more tournaments, I believe are already in the  
5 making to come very shortly, in the works. Very  
6 proud to be part of this, and everybody, like I said,  
7 it was a team effort. It's what you can do locally,  
8 state level and the federal level to get something  
9 done. And very good about this to have something  
10 done for Lake Hartwell. Want to commend y'all and  
11 appreciate y'all because I know awards like this, a  
12 lot of it is presentation, so y'all must have done a  
13 excellent job presenting it and I thank y'all very  
14 much. Give y'all a big hand.

15 (APPLAUSE)

16 TOMMY DUNN: Anyone else have anything?

17 GRACIE FLOYD: Mr. Chairman.

18 TOMMY DUNN: Ms. Floyd?

19 GRACIE FLOYD: I was asked why there were  
20 no County Council members down there during this  
21 time? The party I spoke with is a long time -- a  
22 long time person who usually goes to those meetings  
23 for a long time -- and they were wondering why we  
24 weren't down there. And even hinted around the fact  
25 that if we had been there maybe we would have won the  
26 whole thing. But we were not represented. The --  
27 I'm just as guilty as everybody else for not going,  
28 but my excuse was I was going, I had my reservations  
29 and everything, and my doctor disagreed with the fact  
30 that I wasn't going anywhere because the five hour  
31 drive was going to be a little bit too much for me to  
32 take at the time. So I couldn't go. It was almost  
33 at the last minute. But I understand we had one  
34 other Council member who went for the classes but not  
35 for the festivities.

36 Next year, next year, let's plan to go.  
37 Anderson County used to be the premier county down  
38 there. We were the ones who first started wearing  
39 the shirts alike. Oh, yeah, we did it the first  
40 year. We wore red shirts, all of us did. And the  
41 next year, Spartanburg came back with the yellow  
42 shirts. And from then on, everybody started wearing  
43 the shirts. Anderson County started it. We were --  
44 we were in our heyday when we won two of these awards  
45 back-to-back. But next year, let's consider going.  
46 It's taxpayer's money, but they wouldn't mind us  
47 going to learn and to participate and to just  
48 network. I'm sure they wouldn't mind that.

49 TOMMY DUNN: Thank you, Ms. Floyd.  
50 Anyone else?

1 Now, moving on to Item number 8. Third  
2 reading, #2015-022, An ordinance approving the grant  
3 of a water line easement to Powdersville Water  
4 District. We have a public hearing on this. Anyone  
5 wishing to step -- speak to this matter, please step  
6 forward, address the Chair and comments on this  
7 matter. Name and district. Public hearing. Anyone  
8 wishing to step forward on this matter please do so.  
9 Anyone at all? Hearing none, public hearing will be  
10 closed. At this time we'll be entertain a motion by  
11 Mr. Waters. Mr. Waters, you have anything to say  
12 about this?

13 KEN WATERS: I don't. I think everyone  
14 knows the details. I just bring this in the form of  
15 a motion.

16 TOMMY DUNN: Mr. Waters brings in the  
17 form of a motion. Ms. Wilson seconds it. Any  
18 further discussion? All in favor of the motion show  
19 of hands. All opposed like sign. Show the motion  
20 carries unanimously.

21 Moving on to Item number 9. This will be  
22 Ordinance Second Reading, 9(a), 2015-023, An  
23 Ordinance authorizing pursuant to Title 4, Chapter 1  
24 of the Code of Laws of South Carolina, 1976, as  
25 amended the expansion of the boundaries of the joint  
26 county industrial and business park jointly developed  
27 with Greenville County, South Carolina to include  
28 certain real property located in Anderson County,  
29 South Carolina; the execution and delivery of an  
30 Infrastructure Credit Agreement by and among Anderson  
31 County, South Carolina, Homtex Weaving, LLC  
32 ("tenant") and Wootten Properties, SC, LLC  
33 ("landlord") to provide for infrastructure credits.  
34 This will be a public hearing. Anyone wishing to  
35 speak forward on this matter, again, please state  
36 your name and district and address the Chair. Anyone  
37 at all? Public hearing. Hearing no one, seeing no  
38 one, public hearing will be closed. We have a motion  
39 to move this forward?

40 KEN WATERS: I make a motion that we  
41 move this forward.

42 TOMMY DUNN: Motion to move this  
43 forward Mr. Waters. Second by Mr. Cole. Mr. Nelson,  
44 you got anything, comments you'd like to add?

45 BURRISS NELSON: Yes, sir, Mr. Chairman.  
46 Just that this is a merger with Loom Craft of Belton  
47 and it's two strong companies that are coming  
48 together creating jobs. And certainly appreciate  
49 your support.

50 TOMMY DUNN: Thank you. Anyone else?

1       Hearing none, all in favor of the motion show of  
2       hands. All opposed like sign. Show the motion  
3       carries unanimously.  
4       Moving on to number 9(b), 2015-024, an  
5       ordinance authorizing pursuant to Title 4, Chapter 1  
6       of the Code of Laws of South Carolina, 1976 as  
7       amended, the execution and delivery of an amended and  
8       restated Infrastructure Credit Agreement by and among  
9       Anderson County, South Carolina and Piedmont Coca-  
10      Cola Bottling Partnership to provide for  
11      infrastructure credits. At this time be a public  
12      hearing, again, anyone wishing to speak to this  
13      matter, please step forward and state your name and  
14      district and address the Chair. Public hearing.  
15      Anyone at all? Hearing none, public hearing will be  
16      closed. Moving on, do we have a motion to move this  
17      forward?  
18             KEN WATERS:               I make a motion that we  
19      move this forward.  
20             TOM ALLEN:               Second.  
21             TOMMY DUNN:              Motion Mr. Waters to move  
22      forward and second by Mr. Allen. Mr. Nelson, you  
23      have anything you'd like to add?  
24             BURRISS NELSON:       Mr. Dunn, members of  
25      Council, certainly appreciate the opportunity. This  
26      project has not changed as far as the incentive  
27      package goes. They are merely requesting to own the  
28      properties internally rather than have a third party  
29      company owned and leased back to them. And this  
30      comes a recommendation from Council -- I mean, from  
31      our staff and from the Advisory Board.  
32             TOMMY DUNN:              This is discussion. Ms.  
33      Floyd, you got a question? Okay.  
34             GRACIE FLOYD:          We're on the Coca-cola  
35      Consolidated, right?  
36             BURRISS NELSON:       Yes, ma'am.  
37             GRACIE FLOYD:          Okay. I'm looking at the  
38      summary of this. You know, we don't get these things  
39      until we get here, because I would have called Mr.  
40      Burns. But the -- I'm looking at the summary. It  
41      says the taxes paid in 2014 -- that's on the company  
42      -- one hundred and seventeen dollars and ninety-five  
43      -- is that a mistake?  
44             TOMMY DUNN:              No, ma'am. That's the  
45      property that was there. Before the companies got  
46      there, that was farm -- it was farm use, I'm sure.  
47             BURRISS NELSON:       That's correct.  
48             GRACIE FLOYD:          Oh, okay. Well, see, it  
49      doesn't say that. It just says -- and then it says  
50      2016 the projected taxes. Okay. I can understand

1 that now, but it didn't say that. Okay. That was my  
2 question.  
3 TOMMY DUNN: Okay.  
4 GRACIE FLOYD: Thank you.  
5 TOMMY DUNN: Yes, ma'am. Anyone else?  
6 All in favor of the motion show of hands. All  
7 opposed like sign. Show the motion carries  
8 unanimously. Thank you, Mr. Nelson. Appreciate it  
9 and keep up the good work.  
10 BURRISS NELSON: Yes, sir. Thank you for  
11 your support. Appreciate y'all.  
12 TOMMY DUNN: Moving on to Item number  
13 10, First Reading, 2015-025, An Ordinance authorizing  
14 the execution of a lease purchase agreement in an  
15 amount not to exceed \$5,300,000 relating to the  
16 acquisition of certain vehicles and equipment by  
17 Anderson County, South Carolina; authorizing the  
18 execution and delivery of all other documents  
19 necessary or appropriate to implement such lease  
20 purchase agreement. We have a motion to move this  
21 forward so we can get it to the table discussion?  
22 TOM ALLEN: So moved.  
23 TOMMY DUNN: Motion Mr. Allen. Second  
24 Mr. Crowder. Any discussion?  
25 GRACIE FLOYD: Yes.  
26 CINDY WILSON: May I?  
27 TOMMY DUNN: Ms. Floyd first, then  
28 we'll go to Ms. Wilson.  
29 GRACIE FLOYD: Thank you. Whom do I  
30 direct my question?  
31 TOMMY DUNN: Mr. Burns.  
32 GRACIE FLOYD: Okay.  
33 TOMMY DUNN: If he can't, Rita will  
34 take care of it. Mr. Stone's in the audience. One  
35 of them will get it.  
36 GRACIE FLOYD: Okay. Great. Good. The  
37 thing that we got that was at our desk when we got  
38 here, does this go with that?  
39 RITA DAVIS: Yes, ma'am.  
40 GRACIE FLOYD: Okay. All right. Are we  
41 going to entertain these suggestions made by two  
42 Council members on this before we vote or after --  
43 no, how are we going to do that?  
44 RUSTY BURNS: That is for information.  
45 Mr. Stone is already going through that list and  
46 looking to make judicious decisions before it's  
47 presented back to Council. So this is, in essence,  
48 the financing portion of the project.  
49 TOMMY DUNN: To answer your question,  
50 we would have to vote to purchase anything, Ms.

1 Floyd, it come back to us.  
2 GRACIE FLOYD: What are we voting on  
3 tonight, then?  
4 TOMMY DUNN: For the money -- the lump  
5 sum money.  
6 GRACIE FLOYD: Okay. But wouldn't that  
7 impact the suggestions -- the lump sum money,  
8 wouldn't that impact the suggestions ---  
9 RUSTY BURNS: There's a great  
10 possibility, Ms. Floyd, that some of the suggestions  
11 that were made would decrease the amount of money, by  
12 looking -- as opposed to straight gasoline vehicle,  
13 looking at hybrid vehicles. And there were other  
14 suggestions on what we could do with some equipment.  
15 Maybe we don't need to purchase it, but possibly rent  
16 it for the short period of time. So it would not be  
17 any increase in the money requested from Council, but  
18 a possible decrease and a longer term savings.  
19 GRACIE FLOYD: Okay. All right. Well,  
20 the thing that I requested, the machinery that I  
21 requested ---  
22 RUSTY BURNS: Yes, ma'am.  
23 GRACIE FLOYD: --- wouldn't that be  
24 listed on this?  
25 RUSTY BURNS: That could be purchased  
26 out of solid waste funds because that's where it  
27 would end up. So that would be not necessarily on  
28 there but out of the solid waste fee. And Mr.  
29 Stone's here and he can tell you about his search and  
30 examination on that piece of equipment.  
31 GRACIE FLOYD: Okay. I'd like to hear  
32 him, please, Mr. Chair.  
33 TOMMY DUNN: Yes, ma'am.  
34 GRACIE FLOYD: If it meets with your  
35 approval.  
36 TOMMY DUNN: Yes, ma'am.  
37 MR. STONE: As far as the listing that  
38 you are referring to, that list was presented before  
39 we had the meeting that night when we were asked to  
40 do the vacuum truck. Since then, it has been  
41 submitted to administration on my recommendation.  
42 However, it was looked into as a -- I believe you're  
43 looking at a county-wide thing which was going to go  
44 under solid waste department. That really made the  
45 scope of it a lot larger than what I had --- I  
46 believe that's where we're at.  
47 TOMMY DUNN: I'm sorry, go ahead, Ms.  
48 Floyd.  
49 GRACIE FLOYD: Have we found one yet?  
50 MR. STONE: As far as a machine?

1 GRACIE FLOYD: Yes.  
2 MR. STONE: Yes, ma'am. There's  
3 plenty of machines. It just depends on which way we  
4 go about it as far as whether we're going to go  
5 county-wide or we're just going to do a little  
6 section here or there, because that's going to depend  
7 on what we get.  
8 GRACIE FLOYD: Well, I was the only  
9 district that requested that and I haven't heard any  
10 of the other Council members mention that this was  
11 needed in their districts.  
12 MR. STONE: No, ma'am, I'm not aware  
13 of that. I just know what I was asked to do.  
14 RUSTY BURNS: Also, Ms. Floyd, if you  
15 don't mind, we also were looking at a private  
16 contractor, rather than purchase that piece of  
17 equipment. Could we call somebody in at certain  
18 times of the year, would that be less expensive for  
19 us and we can actually do that call on demand.  
20 GRACIE FLOYD: Well, anything that's  
21 going to save the county money but yet meets the  
22 purpose or the intent of the machine is okay with me.  
23 But when are we going to zero in and make a  
24 difference -- I mean make a decision. You know, it's  
25 August now. And we're going to be looking for that  
26 piece of material soon.  
27 RUSTY BURNS: And we're in the process  
28 of trying to find a private contractor who would do  
29 that. That is an on-going project right now is  
30 somebody who would do that. Even if we had to assist  
31 an existing company, say somebody was in the tree  
32 business or something like that, to assist them to  
33 get in that business. Not with a financial  
34 contribution from the county, but with the  
35 possibility of a contract to do this type of work.  
36 GRACIE FLOYD: Thank you.  
37 RUSTY BURNS: That's precisely where we  
38 are.  
39 GRACIE FLOYD: Thank you. Mr. Chair,  
40 thank you.  
41 TOMMY DUNN: Mr. Stone. Ball park,  
42 what kind of money we talking? I know you talking  
43 from a small piece of equipment up to a larger one.  
44 What's the price range?  
45 MR. STONE: The one that I had looked  
46 up was about twenty-five to thirty thousand dollars.  
47 That's a tag-along trailer to pull behind an existing  
48 chipper truck. We just buy one piece of equipment.  
49 But after it turned into this, we had to look into a  
50 vac truck which ---



1 TOMMY DUNN: Talking about the city  
2 would have?  
3 MR. STONE: --- five to ninety  
4 thousand dollars per piece of equipment.  
5 TOMMY DUNN: Okay. Thank you.  
6 Appreciate it. Anybody else have anything for Mr.  
7 Stone? Thank you, Mr. Stone. Appreciate you.  
8 Anybody got anything else? Question or comments?  
9 Ms. Wilson?  
10 CINDY WILSON: I was just going to point  
11 out that I had talked with our Administrator earlier,  
12 too, and all of these items will be coming back after  
13 they've been thoroughly reviewed by Mr. Stone and we  
14 will be reviewing them with everyone's input, too,  
15 before they're actually purchased. Thank you.  
16 TOMMY DUNN: Thank you. Anyone else?  
17 All in favor of the motion show of hands. All  
18 opposed like sign. Show the motion carries  
19 unanimously. Thank you, Mr. Stone. Appreciate it.  
20 Ms. Davis, don't hurry off, we wasn't through.  
21 Moving on, Item number 12, report from the  
22 Planning and Public Works Committee. Ms. Wilson.  
23 CINDY WILSON: Thank you, Mr. Chairman.  
24 This is our report from the Planning and Public Works  
25 Committee meeting composed of Mr. Waters, Mr. Cole  
26 and I that met on August 11th, 2015 at one p.m.  
27 The first item on our agenda was the review  
28 of chapter 7 of the County Comprehensive Land Use map  
29 and plan which is the transportation component. Our  
30 county transportation system covers transportation  
31 choices including automobiles, pedestrian, biking,  
32 public transportation, airplane and rail facilities.  
33 This system includes a network of local roads,  
34 collector roads, arterial roads, highways and the  
35 Anderson County regional airport. Our public  
36 transportation system is currently operated by  
37 contract with the city of Anderson, the Electric City  
38 Transit. As transportation systems are not confined  
39 to roads, strategies to maximize the efficiency of  
40 the county's roads network while encouraging  
41 alternative transportation choices to reduce our  
42 dependency on automobiles are under consideration.  
43 Anderson County currently operates and  
44 maintains over fifteen hundred roads -- miles and  
45 over a hundred and thirty bridges and over five  
46 hundred and seventy large drainage culverts. These  
47 figures do not include state and federal roads.  
48 Anderson County road reconstruction paving and  
49 improvement lists, bridge and culvert project lists  
50 were noted. An important part of a well planned

1 roadway network is the relationship and hierarchy of  
2 roads to land use. All roads in the county are  
3 classified on the basis of their traffic carrying  
4 capabilities, their general function in the  
5 circulation system and the existing land use of  
6 abutting properties. The classification group use  
7 included minor local, major local, collector, and  
8 arterial roads and were defined. Public transit  
9 currently consists of the Gold and Orange routes.  
10 The Gold Route covers the south end of town, Homeland  
11 Park. The Orange Route picks up at Wal-Mart on the  
12 Liberty Highway and carries passengers to Tri-County  
13 Tech in Pendleton. The Clemson Area Transit picks up  
14 from Pendleton. Senior Solutions serves some of the  
15 under-served needs in areas such as Belton, Honea  
16 Path, Iva, Pelzer, Starr, and Williamston. The  
17 addition of a Dial-a-Ride program may in the future  
18 provide for further needs. Updates on Long Road and  
19 Blake Dairy Road bridge replacements were given.  
20 Plans for transportation and recreation bicycle and  
21 multi-use paths begun fifteen to twenty years ago  
22 have begun being implemented. The inventory of  
23 multi-use paths, such as the East-West Parkway  
24 connecting residential, commercial and medical  
25 destinations is increasing. We noted that the  
26 Clemson University Fants Grove Trailhead with  
27 approximately forty miles of mapped and marked trails  
28 is in Anderson County. Plans for the Saluda River  
29 Blue Trail with launch and portage accesses, and  
30 parallel land trails will connect the Powdersville  
31 area eventually through Piedmont, Pelzer, West  
32 Pelzer, Williamston, Belton to Honea Path. Clemson  
33 and Pendleton built and plans to build more trails  
34 and paths, some connecting to the Advanced Material  
35 Research Park. Anderson University's Rocky River  
36 Conservancy is hosting education and recreation on  
37 its four hundred acres of swamp and wetland. The  
38 Parker Bowie Foundation in Starr has nine hundred  
39 acres with trails. Also open to the public. Rail  
40 and freight facilities and infrastructure represent  
41 important contributions to the economic vitality of  
42 the Upstate with links to the South Carolina Inland  
43 Port and to the port of Charleston. CSX, Greenville  
44 and Western Railroad Company, Pickens Railroad  
45 Company, and Norfolk Southern provide this form of  
46 transportation.

47 Anderson County's regional airport operates  
48 as a special revenue fund with a goal of becoming  
49 financially self-sustaining. We have two asphalt  
50 runways, one at six thousand feet long by a hundred

1 and fifty feet wide. And the second one at forty-  
2 nine hundred ninety-six feet long and a hundred and  
3 fifty feet wide. Oversight is provided by the  
4 airport advisory board comprised of seven members,  
5 who are appointed by each Council member. Among the  
6 airport's many features are category one instrument  
7 landing system for all weather operations, flight  
8 training, fueling, pilot services, aircraft  
9 maintenance and storage, air cargo services, law  
10 enforcement, emergency medical services, recreational  
11 flying, etcetera.

12 The trucking industry continues to dominate  
13 movement of most types of freight. Anderson County  
14 is home to thirteen trucking companies. Regional  
15 transportation planning and support is composed of  
16 several entities including ANATS, which is the  
17 Anderson Area Transportation Study, which is the  
18 Metropolitan Planning Organization for the Anderson  
19 urbanized area, serving the cities of Anderson and  
20 Belton. G-PATS is Greenville Pickens area  
21 transportation study and that's the metropolitan  
22 planning organization for the Greenville urbanized  
23 area, also covering part of Anderson County including  
24 Pelzer, West Pelzer, Pendleton and Williamston. G-  
25 PATS and ANATS are designated recipients of state and  
26 federal funds for transportation projects. Mr. Holt  
27 Hopkins provided our committee with an update  
28 concerning recent Anderson Transportation financial  
29 deliberations. The transportation committee agreed  
30 to match Anderson County's two point three million  
31 dollars with their one and a half million dollars to  
32 go towards the county's road improvement plan. And  
33 also awarded the county another two hundred and fifty  
34 thousand for the Martin Road relocation to  
35 accommodate TTI's new facility.

36 Our committee voted three to zero to accept  
37 the revisions and updates to the transportation plan  
38 which will now go to the Planning Commission for  
39 their input and back to County Council for final  
40 approval with public hearings. The sign up date  
41 involved our county's Planning Department has met  
42 with all the tract home builders who were chronically  
43 violating our county sign ordinance. A system of  
44 compliance and accountability has been established.  
45 The kid venture playground, with its history,  
46 assessments of condition and safety work in progress  
47 and possible long term solutions were presented by  
48 Mr. Glenn Brill. In the late '90's funds were raised  
49 by many local citizens to build this wonderful  
50 children's venue. The county recently has addressed

1 needed repairs and placed a new layer of mulch. Mr.  
2 Brill is engaging the Rotary Club and other  
3 organizations to raise funds to replace and upgrade  
4 playground equipment. There will be more plans and  
5 discussions presented soon.

6 Under new business, Mr. Waters provided an  
7 overview of youth athletic needs and concerns; some  
8 of which we will be hearing about more soon. Also  
9 under new business the committee looked at the  
10 recommended revisions to chapter 6 article 3, Height  
11 Limitations of Anderson County Code of Ordinances and  
12 that's dealing with the airport area. Some  
13 clarifications were requested. Some additions to use  
14 restrictions such as drones and lasers were made.

15 The 2015 Community Forestry Financial  
16 Assistance Program was explained. More volunteer  
17 groups were named and added in pursuit of more  
18 community input.

19 This concludes the Planning and Public Works  
20 report and a big thank you to our fellow Council  
21 members who worked on this, our county staff and we  
22 have some wonderful citizens who are working in these  
23 areas of concern, which makes our county even better.  
24 Thank you.

25 TOMMY DUNN: Thank you, Ms. Wilson.  
26 Moving on to item number ---

27 TOM ALLEN: Mr. Chair, could I ask a  
28 question just more or less for the record? You  
29 mentioned certain dollar amounts for road work. Can  
30 we get -- Mr. Burns, I'm hearing several different  
31 numbers. Explain to the public what we're going to  
32 have coming in in dollars for road repair this year.

33 RUSTY BURNS: Off the top of my head,  
34 Mr. Allen, we will have seven and a half million  
35 dollars that is one time appropriation from the  
36 state, which will be used on state secondary roads,  
37 which the bulk of roads in cities and towns are state  
38 secondary roads. We worked with all of the towns,  
39 city of Anderson and with all the members of Council  
40 to compile a list that we presented to the Anderson  
41 County Transportation Committee for them to examine.  
42 Council, to the best of my recollection, pledged a  
43 million and a half dollars -- going from memory --  
44 towards new road construction. The -- I don't think  
45 that's the right number -- but I will check. But the  
46 Anderson County Transportation Committee gave us one  
47 point five million dollars to go along with what the  
48 County Council approved. So, I'm a little shaky on  
49 that first number, but I'll exam and give you a  
50 breakdown.

1 TOM ALLEN: But overall ---  
2 RUSTY BURNS: But overall we're going to  
3 have more money on roads in Anderson County than  
4 we've had in probably fifteen years.  
5 TOM ALLEN: That's what I wanted to  
6 make a point of and especially with the recession  
7 that we've been in for the past several years. This  
8 is the first year we're actually going to have a  
9 significant amount of money to do something with  
10 roads, though. So hopefully that will patch some of  
11 the holes out there.  
12 RUSTY BURNS: And one of the things --  
13 you know, a road goes through a town, but it also  
14 goes through the county. So some of our lists that  
15 members of Council have submitted coincide with lists  
16 presented by the towns.  
17 TOM ALLEN: Okay.  
18 KEN WATERS: Mr. Chair.  
19 TOMMY DUNN: Yeah, Mr. Waters.  
20 KEN WATERS: Mr. Dunn and Holt Hopkins  
21 will be arm wrestling at Balloons Over Anderson for  
22 that money.  
23 CINDY WILSON: If you don't mind, check  
24 my numbers, I may have transposed that -- was it two  
25 point three million from the Transportation Committee  
26 or one point five?  
27 RUSTY BURNS: It was two point five --  
28 excuse me, it was one point five from the  
29 Transportation Committee tacked on to the seven and a  
30 half from the state.  
31 CINDY WILSON: Thank you.  
32 TOMMY DUNN: Moving on now, Request  
33 from Council members from the Recreation or Paving  
34 request. Mr. Waters?  
35 KEN WATERS: ???  
36 TOMMY DUNN: Mr. Waters has nothing at  
37 this time. Mr. Allen?  
38 TOM ALLEN: Mr. Chairman, I would like  
39 to take five hundred dollars from my recreation fund  
40 to support the Sister Cities program, for five  
41 hundred dollars.  
42 TOMMY DUNN: Put that in the form of a  
43 motion. Have a second? Second Ms. Wilson. Any  
44 discussion? All in favor of the motion show of  
45 hands. All opposed like sign. Show the motion  
46 carries unanimously. Mr. Allen, anything else?  
47 TOM ALLEN: That's all.  
48 TOMMY DUNN: Thank you. Ms. Floyd?  
49 GRACIE FLOYD: Yes, I would like to  
50 allocate from District 2's account, I would like to

1 allocate two thousand dollars to the Balloon Over  
2 Anderson. That's the name of it, isn't it?  
3 TOMMY DUNN: Yes, ma'am.  
4 GRACIE FLOYD: Got a blank. With the  
5 possibility of allocating more as we go along. And I  
6 would like to allocate one thousand dollars to the  
7 Broadway Lake for their family festival. Put that --  
8 both of them in the form of a motion.  
9 TOMMY DUNN: Have a second?  
10 TOM ALLEN: Second.  
11 TOMMY DUNN: Second Mr. Allen. Any  
12 discussion? All in favor of the motion show of  
13 hands. All opposed like sign. Show the motion  
14 carries unanimously. Anything else Ms. Floyd?  
15 GRACIE FLOYD: No. I have a question  
16 about something else.  
17 TOMMY DUNN: Okay.  
18 GRACIE FLOYD: May I ask the question?  
19 TOMMY DUNN: Yes, ma'am.  
20 GRACIE FLOYD: Okay. I noticed that we  
21 were requesting funds for another association, but I  
22 understand that it is not a non-profit. Can we do  
23 that?  
24 TOMMY DUNN: Yeah, I think so. Which  
25 one is this?  
26 GRACIE FLOYD: The Sister Cities  
27 Association. They said we are a membership  
28 association and not a non-profit.  
29 TOMMY DUNN: I think that's -- I think  
30 I've checked on that. I still think it's fine, I  
31 think it's been done in the past if I'm not mistaken.  
32 You check on it, Mr. Burns?  
33 RUSTY BURNS: It's been done in the  
34 past, Mr. Chairman, but I will check on that status.  
35 TOMMY DUNN: And Mr. Harmon, you check  
36 on that and make sure, because if it ain't legal we  
37 can't do it anyway. But I'm pretty sure it is off  
38 the top of my head.  
39 LEON HARMON: Yes, I will take a look at  
40 that, Mr. Chairman.  
41 FRANCIS CROWDER: It is.  
42 TOMMY DUNN: Thank you. Anything else?  
43 GRACIE FLOYD: No. That's all I had.  
44 TOMMY DUNN: Okay. Mr. Cole?  
45 MITCHELL COLE: Nothing at this time.  
46 Thank you.  
47 TOMMY DUNN: Thank you, Mr. Cole. Mr.  
48 Crowder?  
49 FRANCIS CROWDER: From my recreation account  
50 give five hundred dollars to the Block Party.

1 TOMMY DUNN: Put that in the form of a  
2 motion. Have a second?  
3 CINDY WILSON: Second.  
4 TOMMY DUNN: Second Mr. Cole. Any  
5 discussion? Hearing none, all in favor of the motion  
6 show of hands. All opposed like sign. Show the  
7 motion carries unanimously. Mr. Crowder, anything  
8 else?  
9 FRANCIS CROWDER: That's it. Thank you.  
10 TOMMY DUNN: Thank you, Mr. Crowder.  
11 Ms. Wilson?  
12 CINDY WILSON: Thank you, Mr. Chairman.  
13 District 7's rec account appropriations, we would  
14 like to make a motion for three hundred dollars to  
15 the town of Honea Path to administer the Parent  
16 Exchange program. And also, five hundred dollars to  
17 Clemson Extension Service for their annual 4-H  
18 Livestock Show. And that's in the form of a motion.  
19 Thank you.  
20 TOMMY DUNN: Have a motion and second.  
21 Any discussion? All in favor of the motion show of  
22 hands. All opposed like sign. Show the motion  
23 carries unanimously.  
24 District 5's recreation account, like to  
25 take five hundred dollars to the Sister Cities. And  
26 also five hundred dollars to the Block Party. Put  
27 that in the form of a motion.  
28 MITCHELL COLE: Second.  
29 TOMMY DUNN: Mr. Cole. Any discussion?  
30 Hearing none, all in favor of the motion show of  
31 hands. All opposed like sign. Show the motion  
32 carries unanimously. Mr. Allen, go ahead.  
33 TOM ALLEN: Wasn't the Block Party up  
34 at the last Council meeting?  
35 TOMMY DUNN: It was up about two or  
36 three Council meetings ago and I didn't give no  
37 money. I said I would think about it. That's when  
38 what you call it. Yeah. And he asked Mr. Crowder --  
39 specifically asked -- I really do like this what Ms.  
40 Kim's done about these things, but all Council  
41 members was asked for this several -- it wasn't last  
42 meeting; it was like two or three meetings ago.  
43 TOM ALLEN: Yeah, because I thought I  
44 had given to that. Thank you. Answers my questions.  
45 TOMMY DUNN: Okay. Thanks. Anything  
46 else? Don't wake him up no more.  
47 FRANCIS CROWDER: Mr. Dunn?  
48 TOMMY DUNN: Yes, sir, Mr. Crowder?  
49 FRANCIS CROWDER: May I change my mind?  
50 TOMMY DUNN: Yes, sir.

1 FRANCIS CROWDER: From District 1's rec  
2 account, I'd like to give two hundred and fifty  
3 dollars to the Sister City to help our distinguished  
4 colleague's programs down in his area.  
5 TOMMY DUNN: Okay. Put that in the  
6 form of a motion. Do we have a second? Second Mr.  
7 Cole. Any discussion? All in favor of the motion  
8 show of hands. All opposed like sign. Show the  
9 motion carries unanimously. Thank you, Mr. Crowder.  
10 Now we'll be moving on to Item number 14,  
11 Administrator's Report. Mr. Burns?  
12 RUSTY BURNS: Nothing at this time, Mr.  
13 Chairman.  
14 TOMMY DUNN: You want to go back there  
15 in the corner and think about it? Item number 15,  
16 Citizen Comments.  
17 LEON HARMON: Mr. Chairman, there are no  
18 citizens signed up.  
19 TOMMY DUNN: Are you sure? This is  
20 unbelievable.  
21 Now we're moving on to remarks from Council  
22 members. Ms. Wilson?  
23 CINDY WILSON: Just a quick thank you to  
24 everybody and to note that I had an acquaintance  
25 who's moved here from New York recently and a lot of  
26 folks from out of state moving into South Carolina  
27 and particularly into Anderson County. And they have  
28 so many nice things to say about the county  
29 government, the county citizens, the warmth and the  
30 hospitality that they are treated to here. So I  
31 think things are just really going well for our  
32 county. It's nice. Thank you.  
33 TOMMY DUNN: Thank you, Ms. Wilson.  
34 Mr. Crowder?  
35 FRANCIS CROWDER: I have nothing other than  
36 ask the two distinguished members of the Finance  
37 Committee meeting, can you be available for a Finance  
38 Committee meeting not this Thursday, but next  
39 Thursday at one o'clock? September -- oh ---  
40 TOMMY DUNN: August. About the 29th or  
41 something, ain't it? 22nd? 27th.  
42 FRANCIS CROWDER: 27th. Is that a yes for  
43 you? All right, thank you. Mr. Burns, note that  
44 both -- all three parties have agreed to one o'clock.  
45 Thank you.  
46 TOMMY DUNN: Mr. Cole?  
47 MITCHELL COLE: Mr. Chairman, Council, I,  
48 too, ran into a gentleman from Pennsylvania this  
49 weekend and he was very complimentary of everything  
50 going on in the entire state, how well we work



1 together, the economic development. He had, I think  
2 he'd been on a tour of the BMW plant. So, we're  
3 being recognized.

4 TOMMY DUNN: Good. Thank you, Mr.  
5 Cole. Ms. Floyd?

6 GRACIE FLOYD: Not only are we being  
7 recognized; we're being copied. I don't know how  
8 many of you read the state newspaper, but you were  
9 given a excerpt of it today, not excerpt, something  
10 today about it. But Cayce is tearing down houses in  
11 their overcrowded, dilapidated houses district, and  
12 where do you think they got that idea? We did it  
13 first. Anderson County came up with the idea. May I  
14 please go on notice to say Anderson County District 2  
15 came up with the idea three or four years ago. The  
16 first year, we just did what we could. Second year  
17 we put aside some money to do it. Third year we put  
18 aside even more money to do it. And now, guess who's  
19 doing it now? Cayce, near Columbia, South Carolina  
20 are razing houses. And I tell you the truth when I  
21 read the article, it felt like they think they've  
22 discovered bread. They may need to visit us a little  
23 more often, okay?

24 And, something I saw that came out of the  
25 Mitchell Graham Award in South -- at the beach, all  
26 right, at the Association of Counties, I really,  
27 really liked. And I think it won first place. Mr.  
28 Burns, are you familiar with what -- with the first  
29 place winner? I liked that idea. What they did was  
30 when -- I think it was in Barnwell, am I correct?  
31 What they did is when they have a lot of storms and  
32 power outages, they have set up stations in different  
33 communities where people could go to plug up their  
34 telephones or to plug up other things that's needed  
35 in different communities. For example, if your  
36 electricity has been off for a while, you can take  
37 your phone there and plug it up until you get the  
38 amounts needed and take it back. But it also did  
39 some other things. But I thought that was a  
40 wonderful idea. And I'm hoping it's something that  
41 our emergency preparedness people will look into.  
42 That's all I have. Thank you.

43 TOMMY DUNN: Thank you, Ms. Floyd. Mr.  
44 Allen?

45 TOM ALLEN: Yeah, just a quick second.  
46 I might wax philosophical for just a second or two  
47 because it's been mentioned twice tonight about new  
48 people moving into the area. I think the face of  
49 South Carolina is changing and I've said this over  
50 the past several years since I've been on Council.

1 People have wondered why I voted certain ways on  
2 certain things and it wasn't conservative enough for  
3 some people. It's because my district encompasses a  
4 lot of lake area. I've got a lot of people that have  
5 moved in from all over the country. They might have  
6 a different mindset than some of the people that have  
7 lived here for -- their families go back two and  
8 three hundred years here in South Carolina. But the  
9 political face of South Carolina and Anderson County  
10 is changing. And I would say just keep in mind over  
11 the next ten years, I think you're going to see a  
12 very dramatic change in the way this -- the layout of  
13 the political scene is. And I just wanted to note  
14 that for no other reason than a couple of people have  
15 mentioned about new folks moving in and indeed they  
16 are and they're looking at different aspects and  
17 different ideas than what's been looked at in  
18 Anderson County in the past. Thank you, Mr. Chair.

19 TOMMY DUNN: Thank you, Mr. Allen. Mr.  
20 Waters?

21 KEN WATERS: Just to add to the  
22 community growing, last month there were seventy-nine  
23 single dwelling houses permits pulled. That's just  
24 the single dwelling houses at the top of the list  
25 from our codes department. So, we are growing. The  
26 second thing I'd like to talk about is lot of good  
27 things happening in Anderson County. Went to a  
28 Jamboree the other night where all of the high school  
29 teams played. I think we're going to have a good  
30 year for football in Anderson County. Matter of  
31 fact, I've got a prediction that one of our teams  
32 will be the state champions in their league.

33 TOMMY DUNN: We don't want to claim  
34 that, we want to wait just a bit. Westside -- we  
35 don't want to claim it right yet.

36 KEN WATERS: There you go, I wasn't  
37 going to mention the name. You had to ... But I  
38 think we've got some very fine young men and it's  
39 looking good. Not to mention our college teams, but  
40 I'll mention them anyway. It's looking very good. I  
41 enjoy sports, all of it. And we just finished up the  
42 Little League World Series in the Upstate. We always  
43 have a good showing for that in that in the Upstate.  
44 But just to touch on that, the high school teams --  
45 if you're wanting some excitement this year, I think  
46 all of them are going to do very well and always  
47 enjoy going to those. Mr. Harmon seen me at some  
48 sporting events. I really enjoy them, don't I?

49 That's all I have, Mr. Chairman, thank you.

50 TOMMY DUNN: Thank you, Mr. Waters.

1       Want to say, I was given the thing -- messed up Ms.  
2       Floyd's thing give me tonight. I want to remind  
3       everybody, I know there'll be some more thing on this  
4       nice flyer here. Saturday, September 26th from ten  
5       to two, Responsible Dog Ownership day. A group from  
6       the Clemson Kennel Club, I'm sure we all remember  
7       them -- remember them back -- be second year in a row  
8       they've done this. They've got some nice things;  
9       schedule of events. And be out there, if anybody can  
10      just stop in and say, hey, appreciate it. And I  
11      think the kind of stuff like this is -- they're  
12      volunteers doing this, trying to help the community.  
13      Things like this I think is what makes Anderson  
14      County special and good.

15             I, too, the past, since we met last, the  
16      past week, met some folks from Utah who come in here  
17      looking at First Quality. Very complementary of  
18      Anderson County and the Southern hospitality they was  
19      showed. And very proud of that. And doing that and  
20      I just want to say I want to appreciate the Council  
21      and all what y'all said tonight and other folks have  
22      said what's happening around Anderson -- what's doing  
23      -- goes to show you what you can do when you work  
24      together. Work with our school districts, our people  
25      in the state legislature, our fellow delegation, we  
26      can get things done. It's all a team effort to make  
27      Anderson County a better place.

28             And we're heading in the right direction,  
29      really look forward got some great things coming up,  
30      especially on the job front, I think with getting  
31      people trained up for jobs and we've got to be  
32      proactive and keep that in mind and not be keep  
33      revving up and not be complacent. If you do, our  
34      County right up neighbor to us to the North is ready  
35      to pounce on us and take advantage of us. And think  
36      the world of them, but I want the folks from Oconee  
37      to have to drive to Anderson instead of the other way  
38      around. And appreciate that, appreciate all the  
39      Council members. Meeting be adjourned.

40  
41

(MEETING ADJOURNED AT 7:40 P.M.)

# **DRAFT CEDS Update 2015:** *From Global Player to Global Leader*



*The SC Inland Port in Greer is one of the growing international business assets in the SC Appalachian Region.*

**Anderson Cherokee Greenville Oconee Pickens Spartanburg**

Annual Update of the Comprehensive Economic Development Strategy  
for the Appalachian Region of South Carolina

Produced by:

*The South Carolina Appalachian Council of Governments*

Submitted to:

*The U.S. Economic Development Administration – September 2015*



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# Executive Summary

The following Comprehensive Economic Development Strategy Update:

- Is submitted to the U.S. Economic Development Administration (EDA) by the South Carolina Appalachian Council of Governments (SCACOG), which is the EDA *Economic Development District* for the Appalachian Region of South Carolina;
- Was prepared by SCACOG staff under the guidance of a special appointed CEDS Advisory Committee;
- Provides an updated economic profile for the region and each individual county;
- Identifies regional economic and workforce development challenges and opportunities based on interviews with local economic developers, workforce developers, and the private sector;
- Consults local, regional, and state economic and workforce plans and studies to gather valuable data and to ensure consistency of priorities between Region and State;
- Provides updates on the region's eight *Areas of Emphasis* for regional economic development: (1) Clusters, Target Industries and Innovation Capacities, (2) Workforce Development, (3) Infrastructure, (4) Available Sites and Buildings, (5) Entrepreneurship, (6) Access to Capital, (7) Local Asset-Based Economic Development, and (8) Global Competitiveness.
- Provides a strategic plan table for each area of emphasis, which includes *Goals, Objectives, Strategic Projects, Programs, and Activities*;
- Identifies *Vital Project* areas for on-going CEDS implementation and annual reporting;
- Is consistent with the SC Appalachian CEDS 2013-2017 *Plan of Action*, which:
  - Promotes economic development and opportunity;
  - Fosters effective transportation access;
  - Enhances and protects the environment;
  - Maximizes effective development and use of the workforce consistent with any applicable State or local workforce investment strategy;
  - Promotes the use of technology in economic development, including access to high-speed telecommunications;
  - Balances resources through sound management of physical development; and
  - Obtains and utilizes funds and other resources.

# Section I: Introduction



## Background and Purpose of the CEDS

The Comprehensive Economic Development Strategy (CEDS) is a program of the United States Department of Commerce *Economic Development Administration* (EDA). The Public Works and Economic Development Act of 1965 (PWEDA) requires federally designated "Economic Development Districts", such as the South Carolina Appalachian Council of Governments (SCACOG), to develop and maintain a CEDS in order to (1) establish a regional economic development strategy, and (2) maintain the region's eligibility for EDA grant competition and programs. The program requires annual updates of the CEDS as well as a full re-write of the CEDS at least every five years.

The following annual update demonstrates the progress made by the region over the past year in the execution of strategies called for in *CEDS 2013-2017: Building 21<sup>st</sup> Century Economic Development Capacity*. The update involved the work of committed individuals from both the private and public sector who desire to support the continued, positive growth of the SC Appalachian region. The region is made up of six counties and 42 municipalities (see table on the following page). As required by the CEDS program, this strategic plan "is designed to bring together the public and private sectors in the creation of an economic roadmap to diversify and strengthen the regional economy."<sup>1</sup>

## About SCACOG

SCACOG is a voluntary organization of local governments in the Northwest corner of South Carolina, serving a region which includes the counties of Anderson, Cherokee, Greenville, Oconee, Pickens, and Spartanburg.

Since its formation in 1965, the Council has served the dual mission of tackling issues of regional significance and providing services to local governments. Economic and community development, transportation, infrastructure development, resource management, aging services, and workforce development are all issues of regional importance in which SCACOG takes an active role. At the local level, the agency's services include general administration, technical assistance, training, planning, grant writing & administration, and information & mapping services.

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<sup>1</sup> U.S. Department of Commerce *CEDS Summary Requirements*

<b>Counties and Municipalities of the South Carolina Appalachian Council of Governments</b>	
<b>Anderson County</b>	City of Anderson (County Seat) City of Belton Town of Honea Path Town of Iva Town of Pelzer Town of Pendleton Town of Starr Town of West Pelzer Town of Williamston
<b>Cherokee County</b>	Town of Blacksburg City of Gaffney (County Seat)
<b>Greenville County</b>	City of Fountain Inn City of Greenville (County Seat) City of Greer City of Mauldin City of Simpsonville City of Travelers Rest
<b>Oconee County</b>	Town of Salem City of Seneca City of Walhalla (County Seat) City of Westminster Town of West Union
<b>Pickens County</b>	Town of Central City of Clemson City of Easley City of Liberty Town of Norris City of Pickens (County Seat) Town of Six Mile
<b>Spartanburg County</b>	Town of Campobello Town of Central Pacolet City of Chesnee Town of Cowpens Town of Duncan City of Inman City of Landrum Town of Lyman Town of Pacolet Town of Reidville City of Spartanburg (County Seat) City of Wellford City of Woodruff

## CEDS Update Methodology

The SCACOG Board of Directors serves as the federal *Economic Development District* for the region. This Board appointed a *CEDS Advisory Committee* who helped develop both the 5-year CEDS and this twelve-month update.

Throughout the collaborative planning process, a robust amount of information was gathered to update CEDS 2013-2017. This information included:

- The varied insights of individuals representing government and business;
- Meetings with local economic and workforce developers from each county of the region in order to obtain ground level perspectives on challenges and opportunities;
- Findings from local, regional and state economic development plans and studies;
- GIS-based demographic data in order to reveal local and regional economic trends.

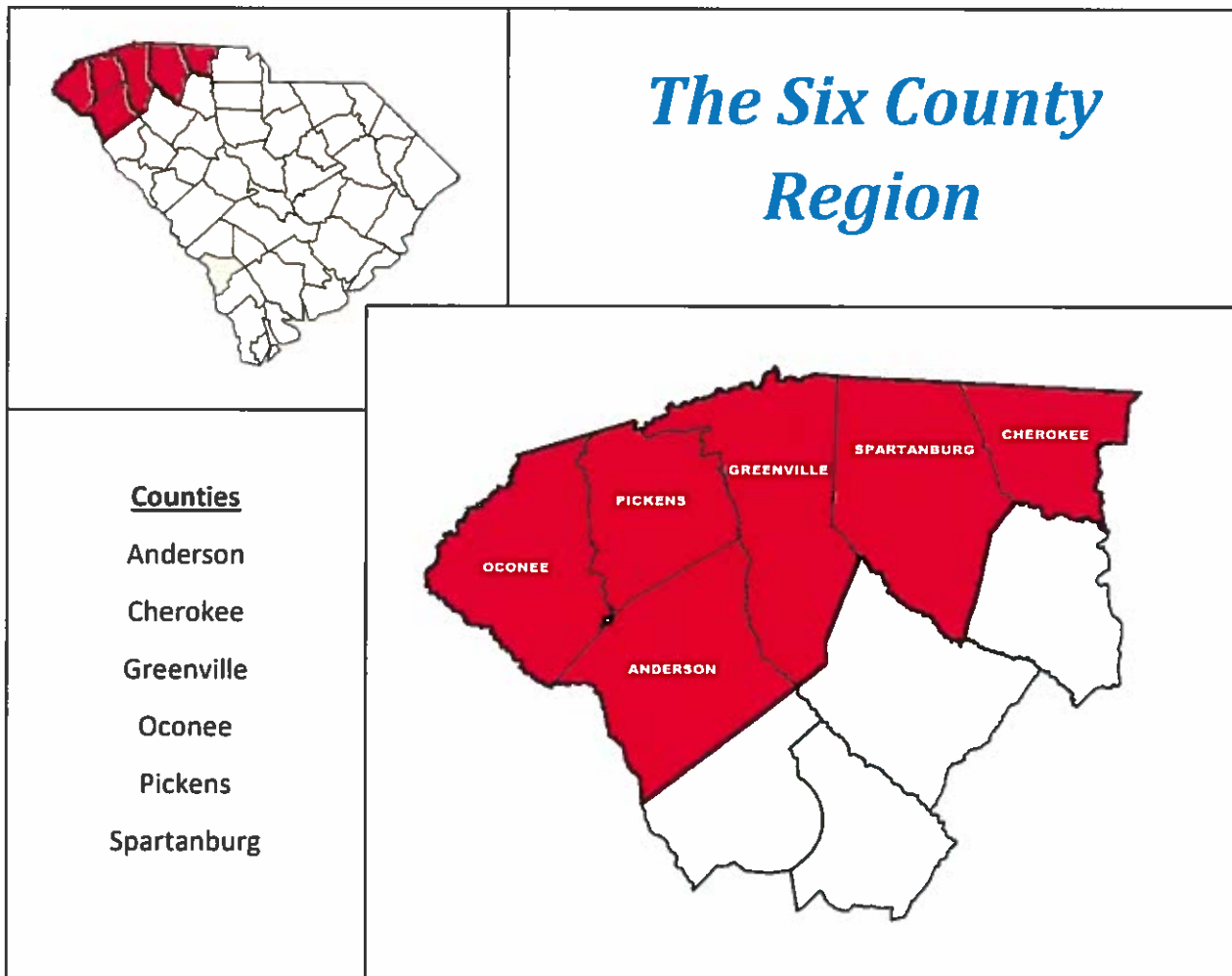
Upon completion, this CEDS Update was presented to the full SCACOG Board/EDD Organization for final critique and feedback. The document was also presented to each individual County Council at their monthly public meetings for additional input and recommendations. Upon completion of these steps, the SCACOG Board formally adopted the 2014 CEDS Update and recommended it for submission to the U.S. EDA.

The following tables display both the CEDS 2013-2017 Advisory Committee and the region's Economic Development District Organization:

<b>CEDS Advisory Committee for the SC Appalachian Region</b>		
<b>Name</b>	<b>County</b>	<b>Area of Expertise</b>
Francis Crowder	Anderson	Retired Manufacturing Executive
Rufus Foster, Jr.	Cherokee	Minority Business Owner
Don Godbey, Committee Chair	Greenville	Private Sector Professional Service Provider
Bill Brockington	Oconee	Financial Services
Larry Bagwell	Pickens	Mayor/Retired Educator
Mike Forrester	Spartanburg	Executive Assistant to the President and Director of Economic Development – Spartanburg Community College
Jennifer Miller	Region Wide	Private Sector Economic Development Organization

Regional Economic Development District Organization		
Name	County	General Purpose Elected Official
William O'Dell	Anderson	Yes
Cindy Wilson	Anderson	Yes
Francis Crowder	Anderson	Yes
Mack Durham	Anderson	Yes
Terence Roberts	Anderson	Yes
Rick Laughridge	Anderson	Yes
Dennis Claramunt	Anderson	No
Ted Mattison	Anderson	No
Dennis Moss	Cherokee	Yes
Rufus Foster, Jr.	Cherokee	Yes
Dennis Stroupe	Cherokee	Yes
Ed Elliott	Cherokee	No
David Cauthen	Cherokee	No
Willis Meadows	Greenville	Yes
Butch Kirven	Greenville	Yes
Joe Dill	Greenville	Yes
	Greenville	Yes
Lillian Brock Fleming	Greenville	Yes
Gaye Sprague	Greenville	Yes
Don Godbey	Greenville	No
Grady Butler	Greenville	No
Lottie Gibson	Greenville	No
Thomas Alexander	Oconee	Yes
Reg Dexter	Oconee	Yes
Bill Brockington	Oconee	Yes
Bob Winchester	Oconee	No
Bennie Cunningham	Oconee	No
G. Neil Smith	Pickens	Yes
Ensley Feemster	Pickens	Yes
Larry Bagwell	Pickens	Yes
Margaret Thompson	Pickens	No
Mike Forrester	Spartanburg	Yes
Justin Bradley	Spartanburg	Yes
Roger Nutt	Spartanburg	Yes
Jane Hall	Spartanburg	Yes
Junie White	Spartanburg	Yes
Jan Scalisi	Spartanburg	Yes
Charles Morris, Jr.	Spartanburg	No
Elbert S. Tillerson, Sr.	Spartanburg	No
Loretta Smith	Spartanburg	No
Jennifer Miller, <i>Ex Officio</i>	Upstate Alliance	No
Henry Jolley	Regional Member	Yes
Ernest Riley	Regional Member	No

## **Section II: 2015 Regional Economic Profile**



The historic development of the 6-county, 42-municipality *SC Appalachian Region* was largely based on agriculture until 1900, when textiles took over as the region's most rapidly growing industry. For the past 25 years, the region's economy has diversified tremendously, though technological advances have helped textiles to remain a significant presence. Catalytic investments from companies like *BMW*, which established its N. American HQ in Spartanburg County in 1992, and from *Michelin*, which named its Greenville County location as its North American HQ in 1988, have propelled regional economic development. Its location along the I-85 corridor, referred to by *Newsweek Magazine* as "The Boom Belt", places the region directly between the largest business centers of the southeast: Atlanta and Charlotte. Its direct I-85 and I-26 access plus its proximity to major U.S. airports and seaports make the region attractive for regional, national and int'l firms.

Transportation Infrastructure	
Interstate Access	I-85, I-26, I-185, I-385, I-585
Nearest Commercial Airports	Greenville-Spartanburg Int'l
Nearest Civil Airports	Multiple
Port Access	Port of Charleston (approx. 200 miles); The Inland Port in Greer
Rail Providers	NSR, CSX, Carolina Piedmont



## Population & Sales

SC Appalachian Region 2015 Estimate of Population by Age	
Metric	6 County Region
Total Population	1,120,536
Median Age	39 years
Age 14 & Under	18.9%
Age 15-24	13.8%
Age 25-54	38.8%
Age 55-64	12.8%
Age 65 & Up	15.7%
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020.	

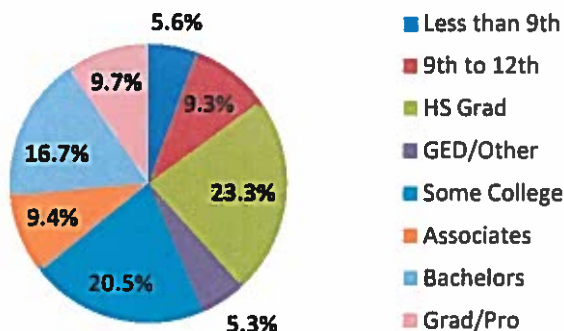


## Workforce & Income

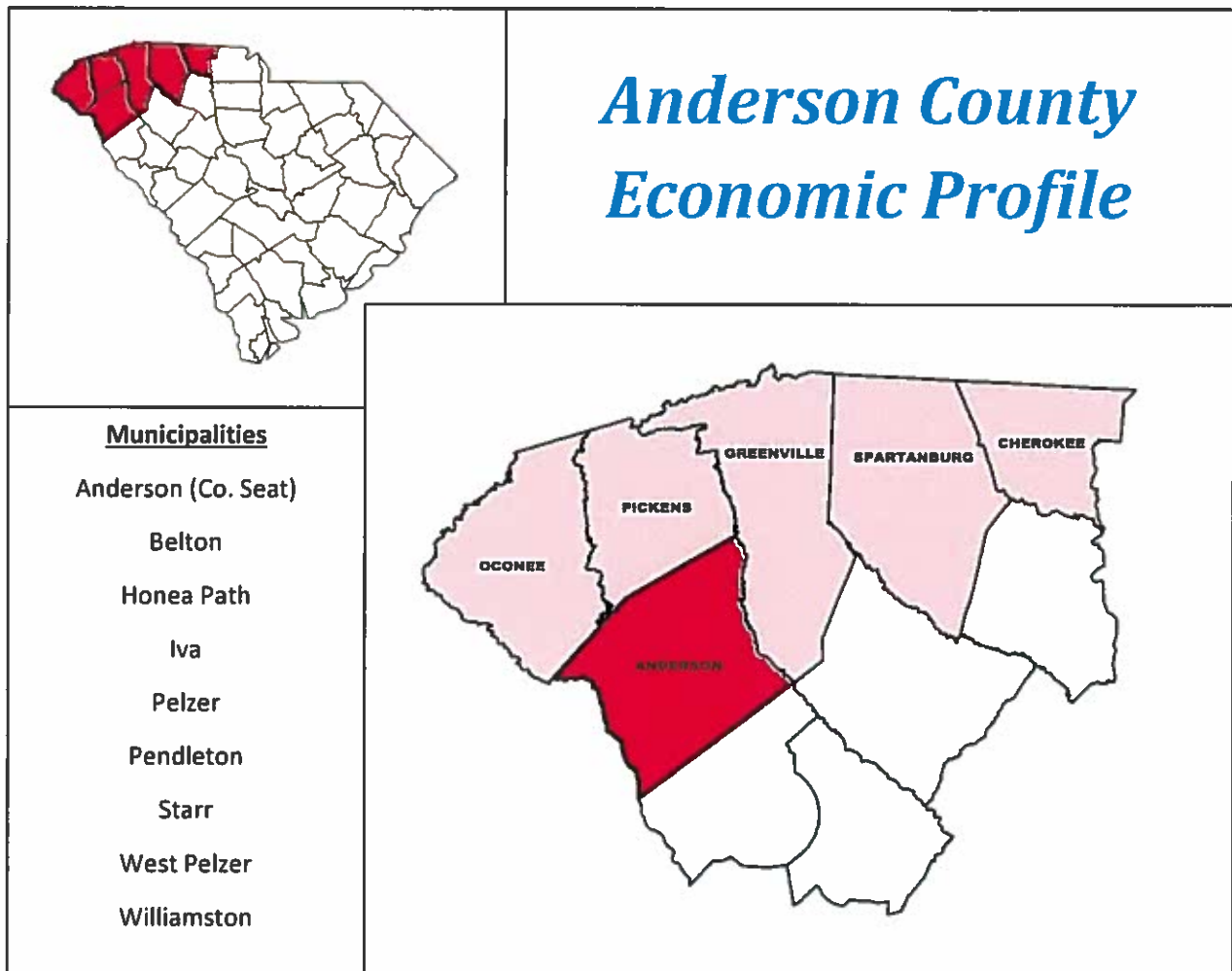
Comparative Per Capita Income, 2015 & 2020 Projection		
	2015	2020
6 County Region	\$23,975	\$27,106
South Carolina	\$24,311	\$27,488
USA	\$28,597	\$32,501
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020.		
Where do people live and work?		
Live and work in Region	397,429	
Commute into Region	95,359	
Commute out of Region	78,517	
OnTheMap Application and LEHD Origin-Destination Employment Statistics, 2011 (most recent available data).		

24-Month Average Unemployment Rate*, Period Ending June 2015	
U.S.	6 County Region
6.22%	6.09%
June 2015 Rate**	6.2%
Sources: *BLS labor compiled from STATS America.org. **SC Department of Employment and Workforce	

### 2015 Estimate: Educational Attainment, Age 25+



Where People Work in 2015: Employed Population by Industry, Age 16+	
Industry	
Employed Population, 16+	533,833
Agriculture/Mining	.5%
Construction	6.4%
Manufacturing	19.0%
Wholesale Trade	2.9%
Retail Trade	11.9%
Transportation/Utilities	4.2%
Information	1.6%
Finance/Insurance/Real Estate	4.4%
Services	46.5%
Public Administration	2.7%
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020.	



Named for Revolutionary War leader Robert Anderson, the county has a growing industrial, commercial and tourist-based economy. Home to the 56,000 acre Lake Hartwell and its 1,000 miles of shoreline, Anderson County boasts not only natural beauty as a tourist destination, but also industrial strength and diversity. Major local industries include automotive, metal products, industrial machinery, plastics, and textiles. Anderson County is also home to Anderson University, a private and selective institution offering both undergrad and graduate degree programs. Nearby Tri-County Tech and Clemson University are also major assets for the local workforce. There are fun, historic, and revitalized downtown areas in Anderson County – including downtown Anderson and Pendleton. Anderson County is found along the 240-mile South Carolina National Heritage Corridor, which ends only a few hours away at the Atlantic Ocean.

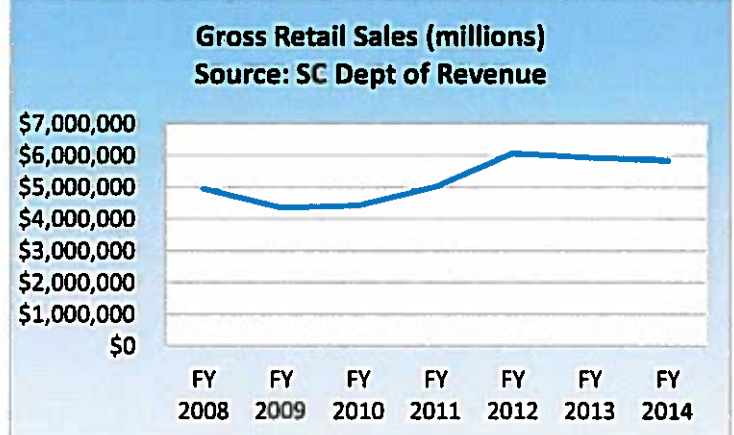
Transportation Infrastructure	
Interstate Access	I-85 (direct connection)
Nearest Commercial Airports	Greenville-Spartanburg Int'l (40 minutes)
Nearest Civil Airports	Anderson Regional Airport
Port Access	Port of Charleston (217 miles); "The Inland Port" in Greer (40 minutes)
Rail Providers	CSX, Norfolk Southern, Pickens Railway



## Population & Sales

Anderson County 2015 Estimate of Pop. by Age	
Metric	Anderson County
Total Population	191,790
Median Age	41 years
Age 14 & Under	18.8%
Age 15-24	12.2%
Age 25-54	38.2%
Age 55-64	13.7%
Age 65 & Up	17.2%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020.



## Workforce & Income

Comparative Per Capita Income, 2015 & 2020 Projection		
	2015	2020
Anderson County	\$21,616	\$24,443
6 County Region	\$23,975	\$27,106
South Carolina	\$24,311	\$27,488
USA	\$28,597	\$32,501

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020.

Where do people live and work?	
Live and work in Anderson Co.	32,937
Commute into Anderson Co.	23,271
Commute out of Anderson Co.	40,524

OnTheMap Application and LEHD Origin-Destination Employment Statistics, 2011 (most recent available data).

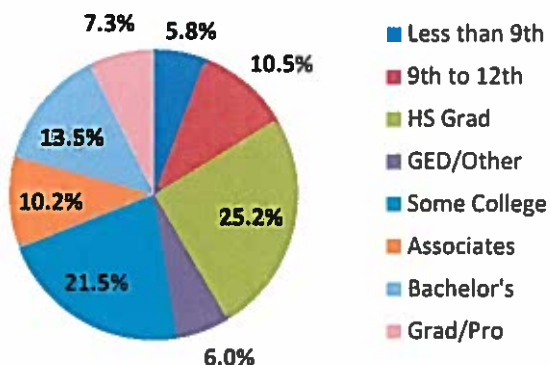
24-Month Average Unemployment Rate*, Period Ending June 2015		
U.S.	6 County Region	Anderson County
6.22%	6.09%	6.08%
June 2015 Rate**		6.2%

Sources: \*BLS labor compiled from STATSAmerica.org;  
\*\*SC Department of Employment and Workforce

Where People Work in 2015: Employed Population by Industry, Age 16+	
Industry	Employed Population, 16+
Agriculture/Mining	.6%
Construction	6.2%
Manufacturing	20.7%
Wholesale Trade	3.1%
Retail Trade	13.1%
Transportation/Utilities	3.8%
Information	1.2%
Finance/Insurance/Real Estate	4.1%
Services	44.2%
Public Administration	3.1%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020.

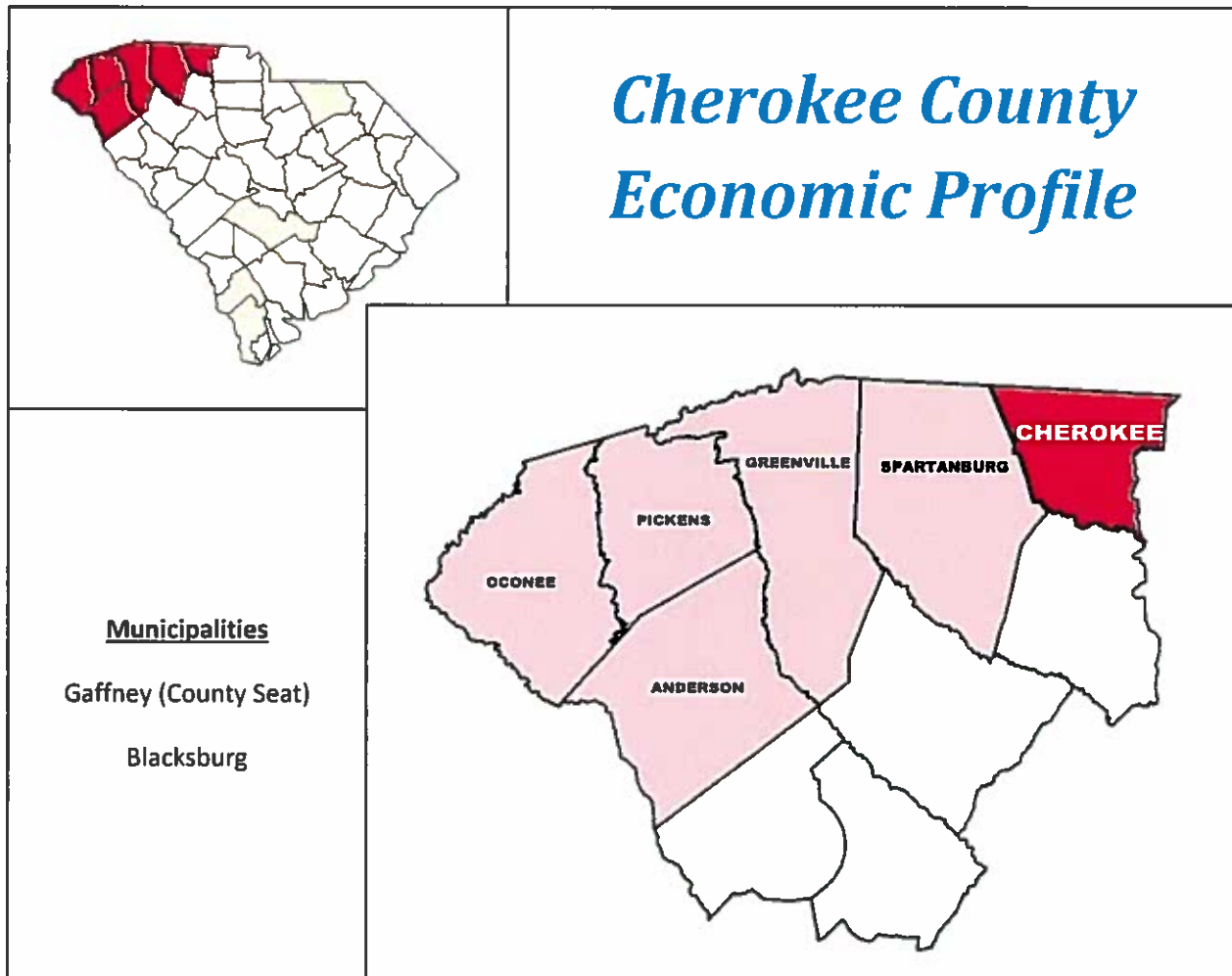
### 2015 Estimate: Educational Attainment, Age 25+



Source: U.S. Census Bureau, Census 2010 Summary File. Esri forecasts for 2015 and 2020. Note: Age 25+ Population = 132,303

### County-Wide E.D. Websites

County ED: [www.advance2anderson.com](http://www.advance2anderson.com)  
County Chamber: [www.andersonscchamber.com](http://www.andersonscchamber.com)  
Innovate Anderson: [www.innovateanderson.com](http://www.innovateanderson.com)  
Anderson CVB: [www.visitanderson.com](http://www.visitanderson.com)



Named for its original Native American Cherokee population, the County was formed in 1897 with an economy based on iron ore and limestone. While the community grew around the textile industry during the 20<sup>th</sup> century, Cherokee County is now positioning itself for 21<sup>st</sup> century business. Strategically located along I-85 and between Greenville/Spartanburg (less than one hour south) and Charlotte (one hour north), the County benefits both from firms looking to minimize transport time along the I-85 "Boom Belt" and from travelers looking to stop and shop. The County is steeped in history, ranging from ancient Cherokee artifacts to two Revolutionary era battlefields – Cowpens and Kings Mountain. The County also has a rich agricultural tradition, particularly with peaches. Gaffney is home to the award-winning *South Carolina Peach Festival*, as well as a recently restored, historic U.S. Post Office now serving as the *Gaffney Visitors Center & Art Gallery*.

Transportation Infrastructure	
Interstate Access	I-85 (direct connection); I-26 (30 minutes)
Nearest Commercial Airports	Greenville-Spartanburg Int'l (40 minutes); Charlotte-Douglas Int'l (1 hr)
Nearest Civil Airports	Spartanburg Downtown Memorial (30 minutes); Shelby-Cleveland County Regional (30 minutes)
Port Access	Port of Charleston (206 miles); "The Inland Port" in Greer (30 minutes)
Rail Providers	Norfolk Southern

## Population & Sales

Cherokee County 2015 Estimate of Pop. by Age	
Metric	Cherokee County
Total Population	56,327
Median Age	39.7 years
Age 14 & Under	19.4%
Age 15-24	12.5%
Age 25-54	39.3%
Age 55-64	13.2%
Age 65 & Up	15.6%
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020.	

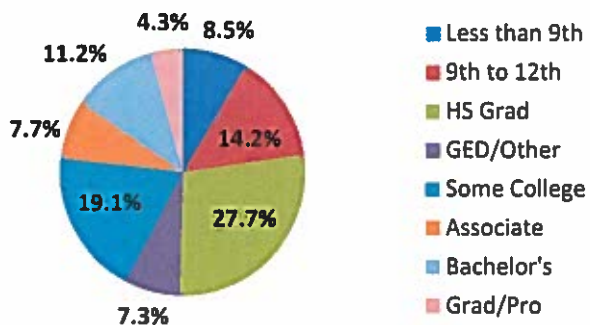


## Workforce & Income

Comparative Per Capita Income, 2015 & 2020 Projection		
	2015	2020
<b>Cherokee County</b>	\$19,378	\$21,971
<b>6 County Region</b>	\$23,975	\$27,106
<b>South Carolina</b>	\$24,311	\$27,488
<b>USA</b>	\$28,597	\$32,501
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020.		
Where do people live and work?		
Live and work in Cherokee	9,391	
Commute into Cherokee	8,836	
Commute out of Cherokee	12,640	
OnTheMap Application and LEHD Origin-Destination Employment Statistics, 2011 (most recent available data).		

24-Month Average Unemployment Rate*, Period Ending June 2015		
U.S.	6 County Region	Cherokee County
6.22%	6.09%	8.47%
June 2015 Rate**		7.9%
Sources: *BLS labor compiled from STATS America.org; **SC Department of Employment and Workforce		

### 2015 Estimate: Educational Attainment, Age 25+

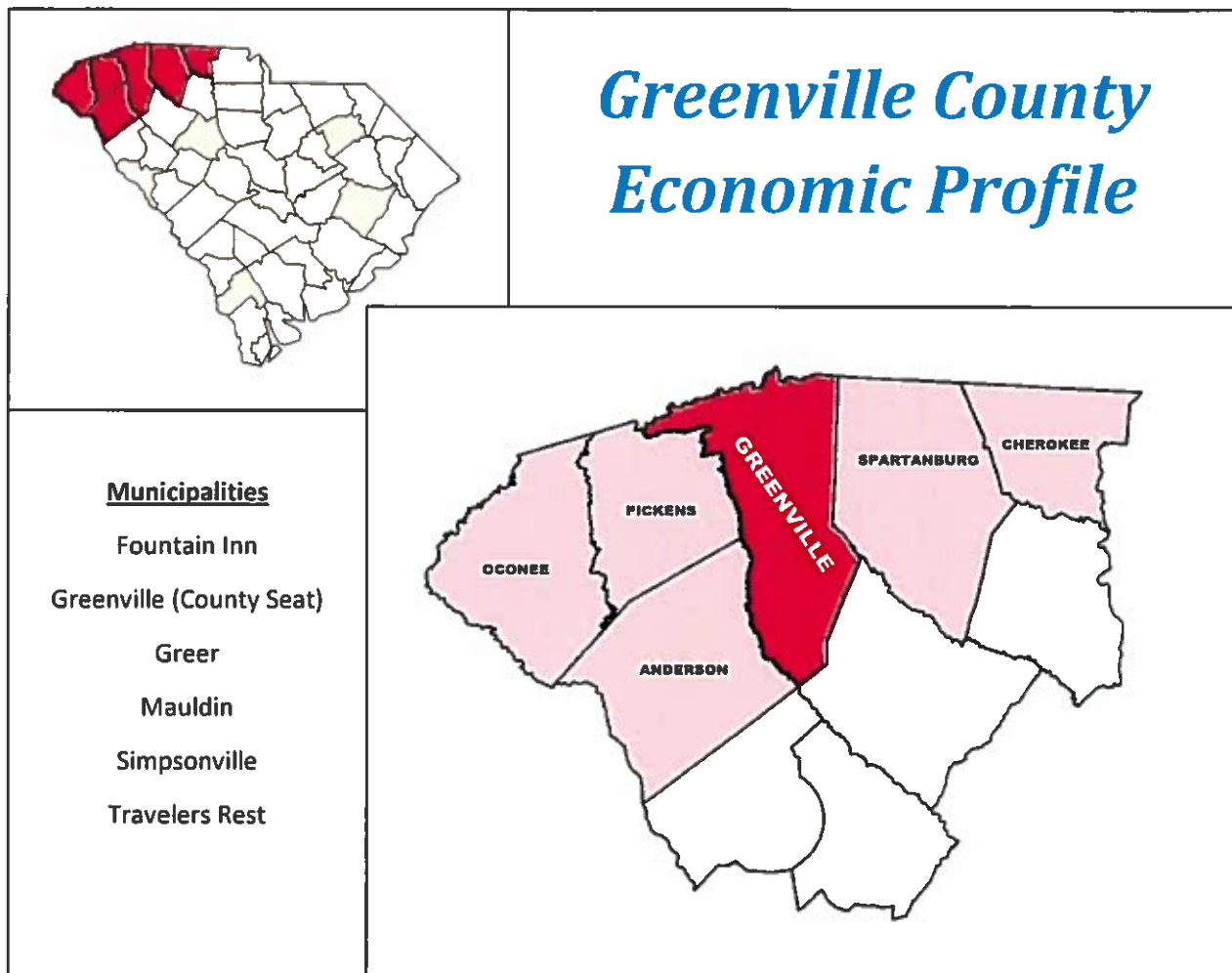


Where People Work in 2015: Employed Population by Industry, Age 16+	
Industry	Employed Population, 16+
Agriculture/Mining	0.7%
Construction	6.0%
Manufacturing	25.4%
Wholesale Trade	3.1%
Retail Trade	15.2%
Transportation/Utilities	6.0%
Information	0.8%
Finance/Insurance/Real Estate	2.2%
Services	37.7%
Public Administration	2.8%
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020.	

Source: U.S. Census Bureau, Census 2010 Summary File. Esri forecasts for 2015 and 2020. Note: Age 25+ Population = 38,362

County Economic Development Agency  
Cherokee County Development Board  
[www.cherokeeconomydevelopmentboard.com](http://www.cherokeeconomydevelopmentboard.com)



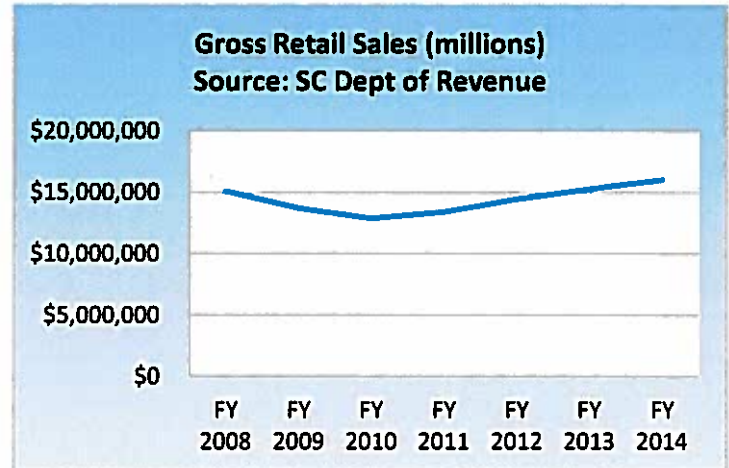


Formed as the “Greenville District” in 1786, Greenville is the most populous County in South Carolina with a growth rate driven by successful economic development recruiting. Home to dozens of major international companies and corporate headquarters, Greenville County possesses an exciting blend of industrial strength, recreational amenities, and cultural venues. Downtown Greenville continues to receive national attention as a model for downtown development, while surrounding towns offer aesthetic appeal and southern charm. Paris Mountain State Park is a tremendous asset for outdoor enthusiasts, while the County possesses some of the best arenas and performing arts centers in the Southeast. Home to prestigious Furman University, Bob Jones University (with its world-renowned art collection), the Greenville Symphony Orchestra, and a variety of other cultural jewels, Greenville County is poised for continued economic vibrancy.

Transportation Infrastructure	
Interstate Access	I-85 (direct connection)
Nearest Commercial Airports	Greenville-Spartanburg Int’l
Nearest Civil Airports	Greenville Downtown Airport, SC Technology and Aviation Center
Port Access	Port of Charleston (212 miles); “The Inland Port” in Greer (local)
Rail Providers	CSX, Norfolk Southern, Greenville Piedmont

## Population & Sales

Greenville County 2015 Estimate of Pop. by Age	
Metric	Greenville County
Total Population	481,317
Median Age	38 years
Age 14 & Under	19.7%
Age 15-24	13.1%
Age 25-54	40.3%
Age 55-64	12.5%
Age 65 & Up	14.5%
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020.	

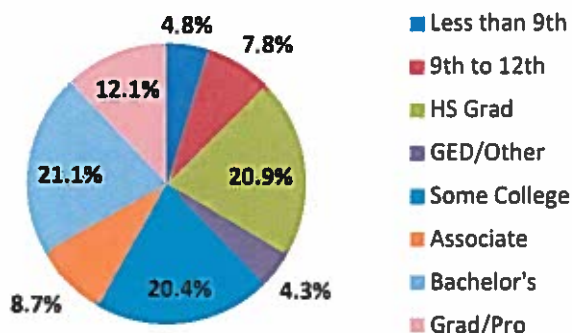


## Workforce & Income

Comparative Per Capita Income, 2015 & 2020 Projection		
	2015	2020
Greenville County	\$26,770	\$30,211
6 County Region	\$23,975	\$27,106
South Carolina	\$24,311	\$27,488
USA	\$28,597	\$32,501
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020.		
Where do people live and work?		
Live and work in Greenville Co.	124,686	
Commute into Greenville Co.	101,637	
Commute out of Greenville Co.	52,703	
OnTheMap Application and LEHD Origin-Destination Employment Statistics, 2011 (most recent available data).		

24-Month Average Unemployment Rate*, Period Ending June 2015		
U.S.	6 County Region	Greenville County
6.22%	6.09%	5.46%
June 2015 Rate**		5.7%
Sources: *BLS labor compiled from STATSamerica.org; **SC Department of Employment and Workforce		

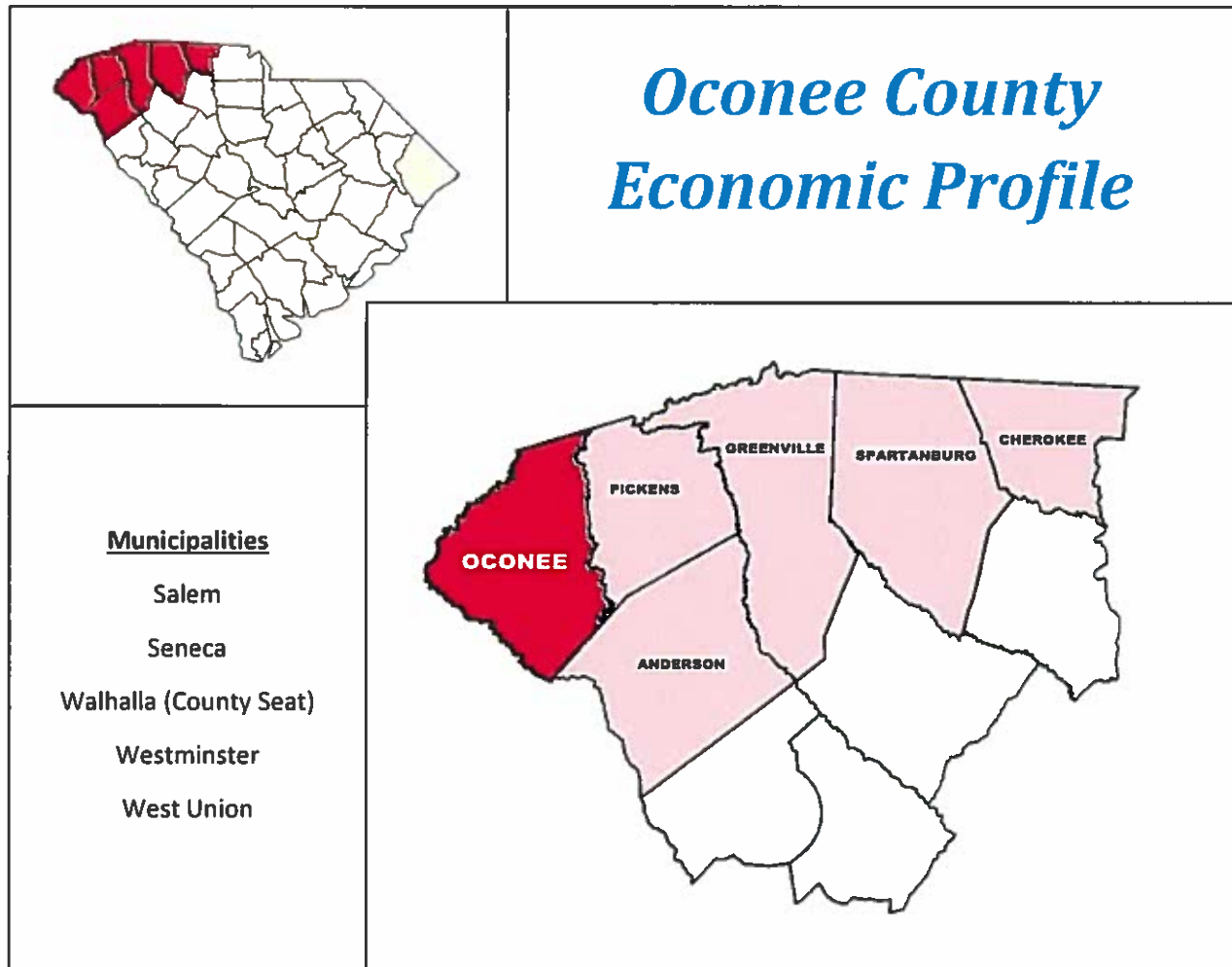
### 2015 Estimate: Educational Attainment, Age 25+



Where People Work in 2015: Employed Population by Industry, Age 16+	
Industry	Employed Population, 16+
Employed Population, 16+	214,353
Agriculture/Mining	0.3%
Construction	6.6%
Manufacturing	16.9%
Wholesale Trade	3.2%
Retail Trade	11.3%
Transportation/Utilities	3.8%
Information	1.9%
Finance/Insurance/Real Estate	5.3%
Services	48.3%
Public Administration	2.6%
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020.	

Source: U.S. Census Bureau, Census 2010 Summary File. Esri forecasts for 2015 and 2020. Note: Age 25+ Population = 323,559

County Economic Development Agency  
Greenville Area Development Corporation  
[www.greenvilleeconomicdevelopment.com](http://www.greenvilleeconomicdevelopment.com)



Known as South Carolina's "Golden Corner" and founded in 1868, Oconee County possesses an abundance of economic assets and natural resources. Numerous Fortune 500 companies call Oconee home and for good reason: its combination of highway access, qualified workforce, and aesthetic beauty make it a desirable destination for business and tourism. Duke Energy is a long-time major employer and has been an economic development partner for many years. The community is in the foothills of the Blue Ridge Mountains and possesses breathtaking forests, farms, lakes, rivers, and waterfalls. Lakes Hartwell, Jocassee, and Keowee are all in Oconee, along with the Chattooga National Wild & Scenic River – a national destination for white water rafting. The County's inventory of available sites and buildings continues to grow, and an exciting new small business incubator has emerged in Walhalla – the *Tri-County Entrepreneurial Development Corporation*.

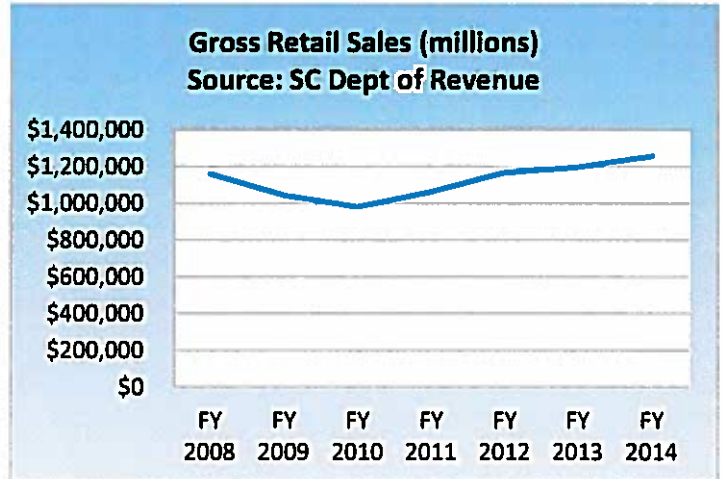
Transportation Infrastructure	
Interstate Access	I-85 (direct connection)
Nearest Commercial Airports	Greenville-Spartanburg Int'l (1 hour)
Nearest Civil Airports	Clemson-Oconee Airport
Port Access	Port of Charleston (246 miles); "The Inland Port" in Greer (1 hour)
Rail Providers	Norfolk Southern



## Population & Sales

Oconee County 2015 Estimate of Pop. by Age	
Metric	Oconee County
Total Population	76,208
Median Age	44.8 years
Age 14 & Under	16.6%
Age 15-24	11.3%
Age 25-54	35.5%
Age 55-64	14.9%
Age 65 & Up	21.7%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020.



## Workforce & Income

Comparative Per Capita Income, 2015 & 2020 Projection		
	2015	2020
Oconee County	\$25,274	\$28,607
6 County Region	\$23,975	\$27,106
South Carolina	\$24,311	\$27,488
USA	\$28,597	\$32,501

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020.

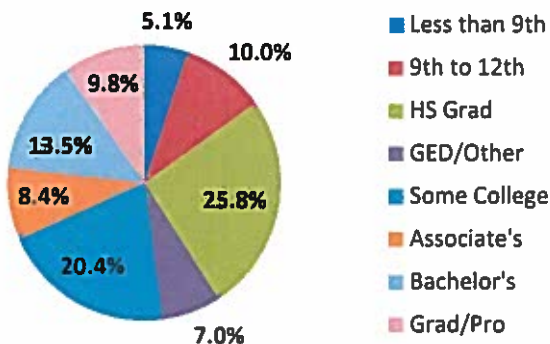
Where do people live and work?	
Live and work in Oconee Co.	12,572
Commute into Oconee Co.	8,358
Commute out of Oconee Co.	17,940

OnTheMap Application and LEHD Origin-Destination Employment Statistics, 2011 (most recent available data).

24-Month Average Unemployment Rate*, Period Ending June 2015		
U.S.	6 County Region	Oconee County
6.22%	6.09%	6.54%
June 2015 Rate**		6.4%

Sources: \*BLS labor compiled from STATSAmerica.org; \*\*SC Department of Employment and Workforce

### 2015 Estimate: Educational Attainment, Age 25+

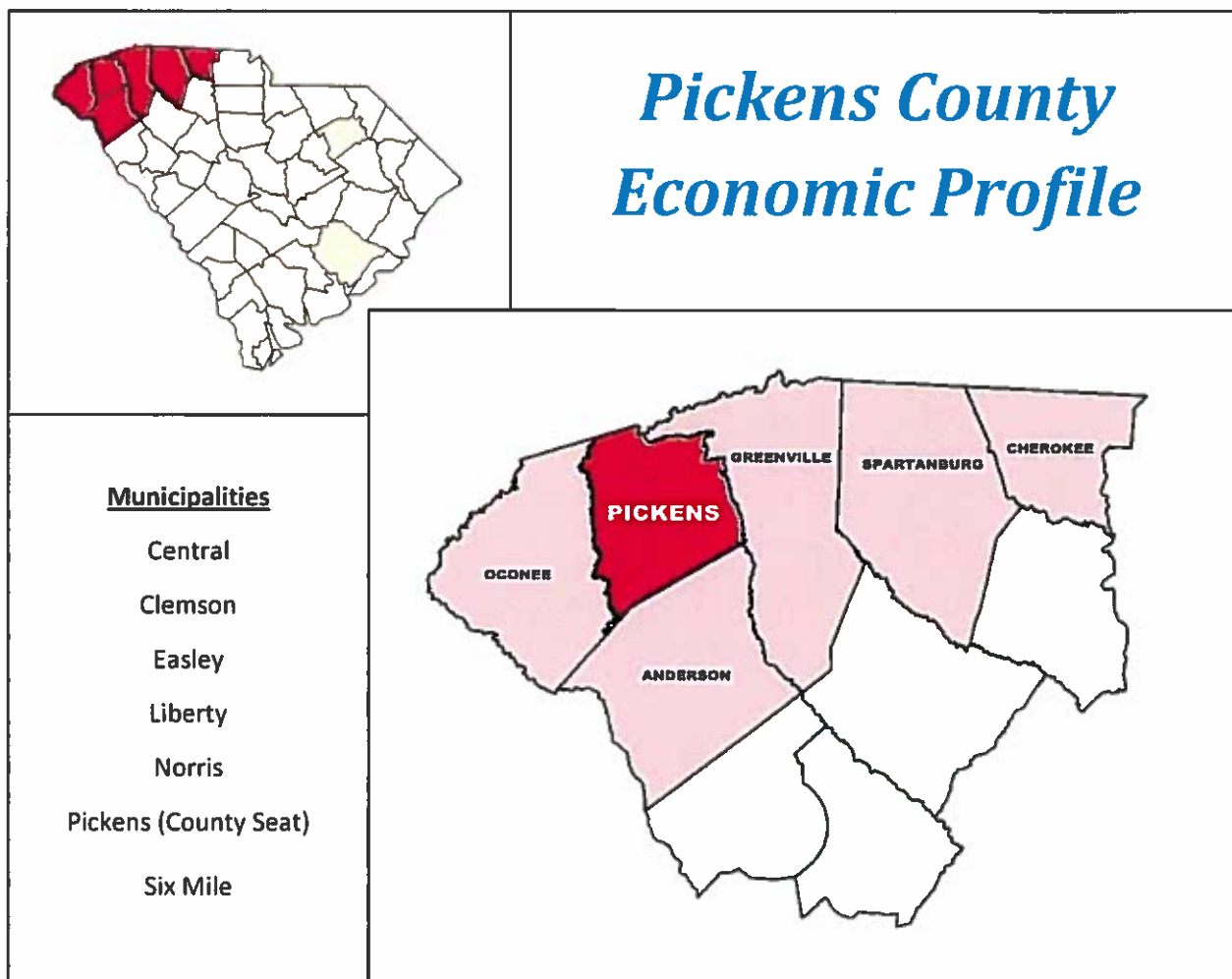


Where People Work in 2015: Employed Population by Industry, Age 16+	
Industry	Employed Population, 16+
Employed Population, 16+	30,154
Agriculture/Mining	2.0%
Construction	5.0%
Manufacturing	20.5%
Wholesale Trade	1.8%
Retail Trade	10.9%
Transportation/Utilities	5.4%
Information	0.6%
Finance/Insurance/Real Estate	3.6%
Services	46.9%
Public Administration	3.3%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020.

Source: U.S. Census Bureau, Census 2010 Summary File. Esri forecasts for 2015 and 2020. Note: Age 25+ Population = 54,971

County Economic Development Agency  
Oconee Economic Alliance  
[www.investoconeesc.com](http://www.investoconeesc.com)



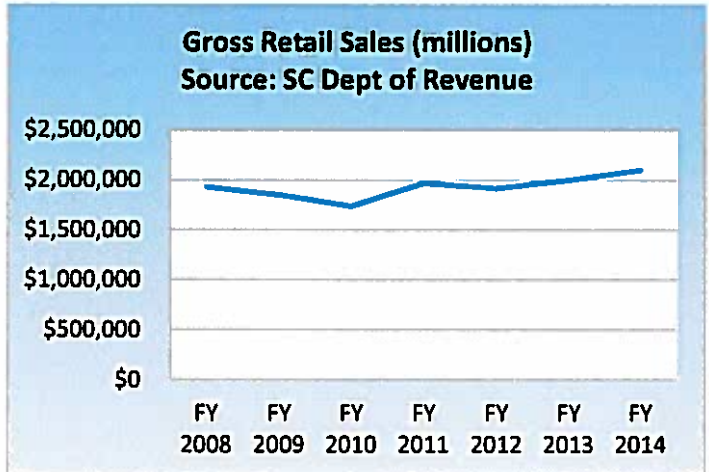
Steeped in Revolutionary era history and adorned with mountains and lakes, Pickens County offers both economic vitality and a high quality of life. Nationally reputed Clemson University is an irreplaceable presence in the community, as innovations spun out of that *Top 25 Public Research Institution* help drive several of the region's industrial clusters – including *Advanced Materials* and *Automotive*. Boasting one of the best County School systems in South Carolina, local Daniel High School was recently named by *U.S. News and World Report* as the #1 Traditional High School in the state. The acclaimed *Pickens County Career and Technical Center* (a consolidated tech program of the four County high schools) and Tri-County Technical College are preparing students for 21<sup>st</sup> century manufacturing jobs. Its strong industrial base, workforce development emphasis, and tourism assets position Pickens County for continued economic development success.

Transportation Infrastructure	
Interstate Access	I-85
Nearest Commercial Airports	Greenville-Spartanburg Int'l (45 minutes)
Nearest Civil Airports	Pickens County Airport, Clemson-Oconee Airport
Port Access	Port of Charleston (231 miles); "The Inland Port" in Greer (45 minutes)
Rail Providers	Norfolk Southern, CSX



## Population & Sales

Pickens County 2015 Estimate of Pop. by Age	
Metric	Pickens County
Total Population	120,753
Median Age	35.6 years
Age 14 & Under	15.9%
Age 15-24	13.8%
Age 25-54	35.3%
Age 55-64	12.2%
Age 65 & Up	15.2%
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020.	

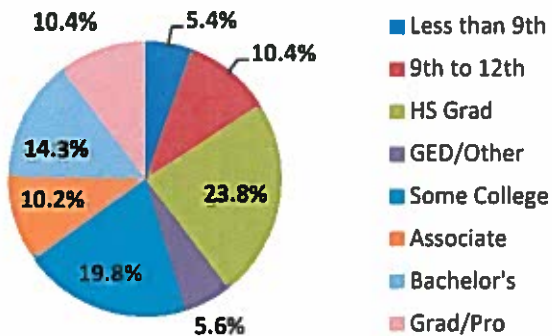


## Workforce & Income

Comparative Per Capita Income, 2015 & 2020 Projection		
	2015	2020
Pickens County	\$21,006	\$23,816
6 County Region	\$23,975	\$27,106
South Carolina	\$24,311	\$27,488
USA	\$28,597	\$32,501
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020.		
Where do people live and work?		
Live and work in Pickens Co.	16,117	
Commute into Pickens Co.	17,371	
Commute out of Pickens Co.	22,815	
OnTheMap Application and LEHD Origin-Destination Employment Statistics, 2011 (most recent available data).		

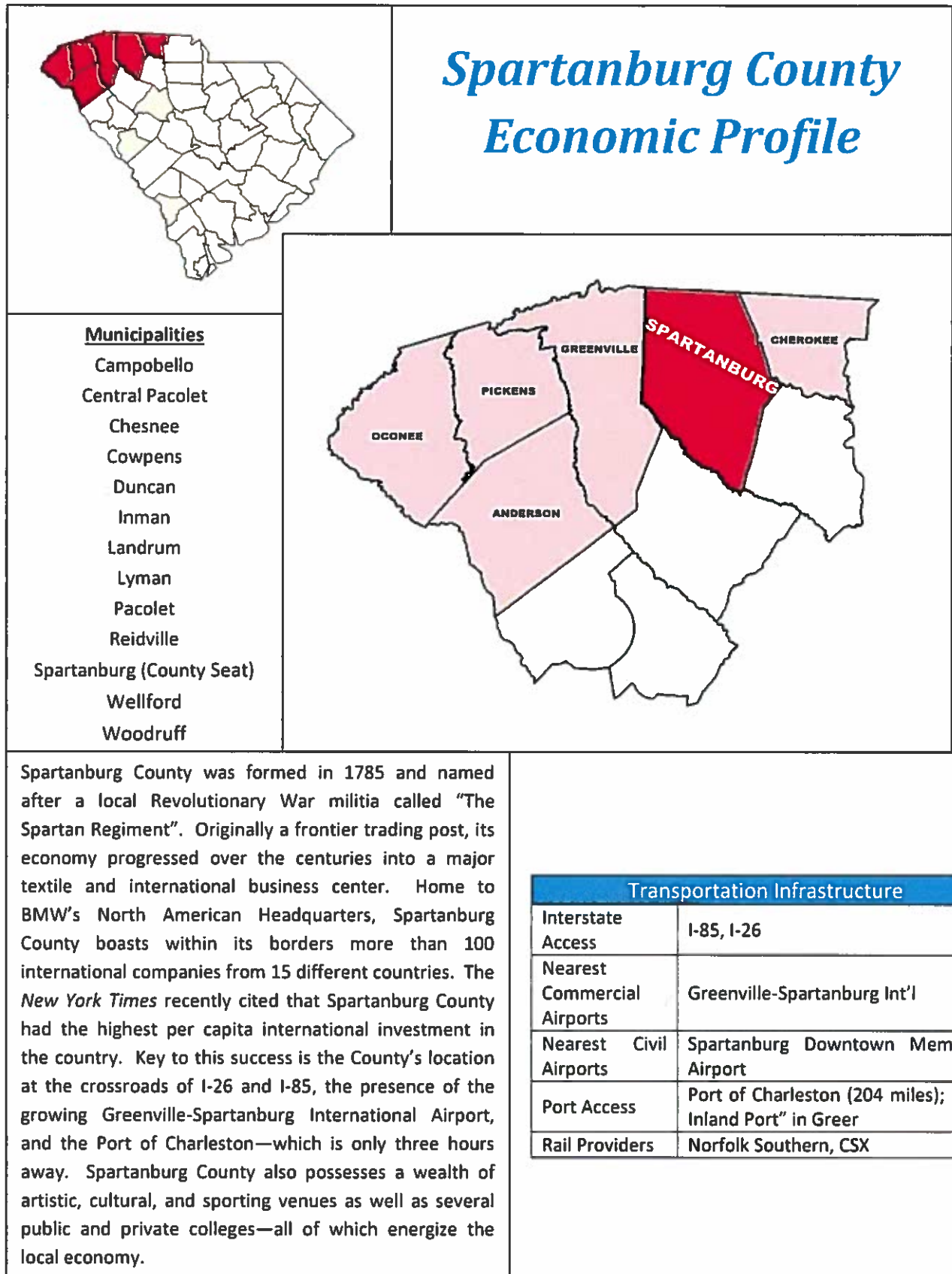
24-Month Average Unemployment Rate, Period Ending June 2015		
U.S.	6 County Region	Pickens County
6.22%	6.09%	6.37%
June 2015 Rate		6.8%
Sources: *BLS labor compiled from STATS America.org; **SC Department of Employment and Workforce		

### 2015 Estimate: Educational Attainment, Age 25+



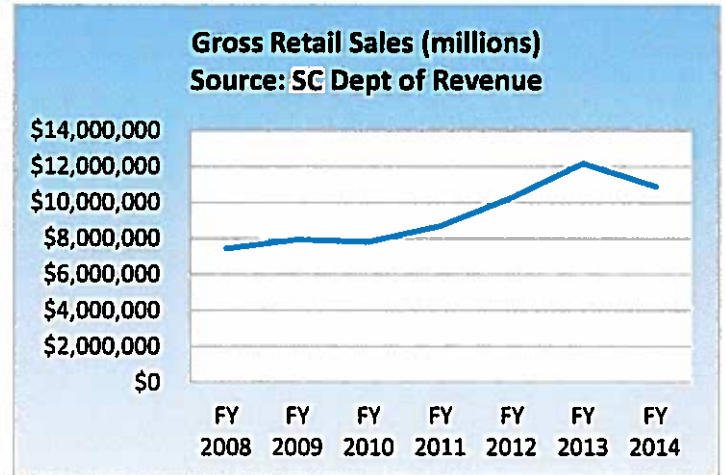
Where People Work in 2015: Employed Population by Industry, Age 16+	
Industry	Employed Population, 16+
Agriculture/Mining	0.5%
Construction	7.3%
Manufacturing	16.6%
Wholesale Trade	1.6%
Retail Trade	12.0%
Transportation/Utilities	4.1%
Information	1.3%
Finance/Insurance/Real Estate	3.7%
Services	50.1%
Public Administration	2.7%
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020.	

Source: U.S. Census Bureau, Census 2010 Summary File. Esri forecasts for 2015 and 2020. Note: Age 25+ Population = 75,508



## Population & Sales

Spartanburg County 2015 Estimate of Pop. by Age	
Metric	Spartanburg Co.
Total Population	294,141
Median Age	39 years
Age 14 & Under	19.3%
Age 15-24	13.5%
Age 25-54	38.8%
Age 55-64	12.9%
Age 65 & Up	15.4%
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020.	

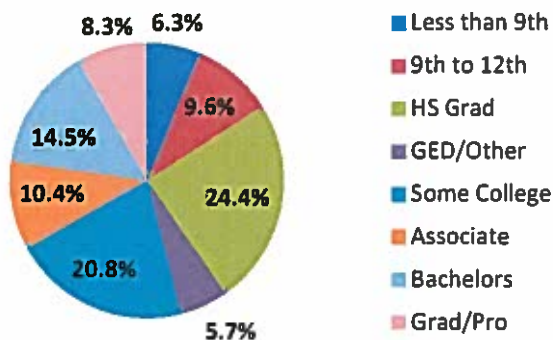


## Workforce & Income

Comparative Per Capita Income, 2015 & 2020 Projection		
	2015	2020
Spartanburg County	\$22,703	\$25,480
6 County Region	\$23,975	\$27,106
South Carolina	\$24,311	\$27,488
USA	\$28,597	\$32,501
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020.		
Where do people live and work?		
Live and work in Spartanburg Co.	62,662	
Commute into Spartanburg Co.	49,549	
Commute out of Spartanburg Co.	46,482	
OnTheMap Application and LEHD Origin-Destination Employment Statistics, 2011 (most recent available data).		

24-Month Average Unemployment Rate, Period Ending June 2015		
U.S.	6 County Region	Spartanburg County
6.22%	6.09%	6.53%
June 2015 Rate		6.7%
Sources: *BLS labor compiled from STATS America.org; **SC Department of Employment and Workforce		

### 2015 Estimate: Educational Attainment, Age 25+



Where People Work in 2015: Employed Population by Industry, Age 16+	
Industry	Employed Population, 16+
Agriculture/Mining	0.5%
Construction	6.2%
Manufacturing	20.9%
Wholesale Trade	3.0%
Retail Trade	11.8%
Transportation/Utilities	4.5%
Information	1.8%
Finance/Insurance/Real Estate	4.2%
Services	44.8%
Public Administration	2.4%
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2015 and 2020.	

Source: U.S. Census Bureau, Census 2010 Summary File. Esri forecasts for 2015 and 2020. Note: Age 25+ Population = 197,661

County Economic Development Agency  
Spartanburg Economic Futures Group  
[www.economicfuturesgroup.com](http://www.economicfuturesgroup.com)



## **Section III: Strategic Direction and Action Plan**



## Clusters, Target Industries and Innovation Capacities

The following strategic plan is outlined in CEDS 2013-2017.

<b>CEDS 2013-2017 Strategic Plan</b>	
<b>Goals:</b>	<ul style="list-style-type: none"> <li>• Grow regional industrial clusters and target industries of Advanced Materials, Automotive, Biosciences, Energy, and Aerospace.</li> <li>• Grow the local clusters and target industries which are unique to individual counties and communities.</li> </ul>
<b>Supportive Findings</b>	<ul style="list-style-type: none"> <li>• Objective, scientific cluster analysis has revealed five growing, technologically promising industry clusters in the region: <b>Advanced Materials, Automotive, Biosciences, Energy and Aerospace.</b></li> <li>• The Upstate Alliance is marketing these clusters as <b>target industries</b> for the region on a global level.</li> <li>• There are outstanding regional <b>foundations of innovation capacity and institutional partners</b> for each cluster/target industry.</li> <li>• In addition to the five region-wide clusters, individual counties have also analyzed their unique assets in order to form their own additional target industries.</li> </ul>
<b>Objectives</b>	<ol style="list-style-type: none"> <li>1. Support the recruitment and development of the region's <b>five target industries/industrial clusters:</b> Advanced Materials, Automotive, Biosciences, Energy, and Aerospace.</li> <li>2. Support the recruitment and development of the region's <b>local target industries</b> which are supported by each community's own unique assets. The Anderson County target industry of <b>Data Centers</b> is an example; the community has a unique set of raw water cooling assets which make this industry a logical fit for the community.</li> </ol>
<b>Action Items</b>	<ul style="list-style-type: none"> <li>• Provide GIS-based research, map making and location decision analysis for communities, universities, industries and other related partners to further strengthen regional cluster-based economic development;</li> <li>• Provide strategic economic development planning and grant-writing services to further expand the capacity of all regional clusters and target industries.</li> </ul>
<b>Strategic Partners:</b> SCACOG; all County and City local economic developers throughout the region; the Upstate Alliance; the South Carolina Department of Commerce; the Appalachian Development Corporation. Note: please see the <i>Regional Innovation Capacity</i> tables in this chapter for the numerous institutional partners related to each individual regional cluster.	
<b>Performance Measures:</b>	<ul style="list-style-type: none"> <li>• Track the number of new industrial announcements and existing industrial expansions by target industry/cluster.</li> <li>• Track the capital investment and job creation numbers of new industrial announcements and existing industrial expansions by target industry/cluster.</li> </ul>
<b>Time Line:</b> 2013-2017	

The past twelve months have represented a continuation of success for *Clusters, Target Industries, and Innovation Capacities* in the SC Appalachian Region. As noted above in the Strategic Plan for this *CEDS Area of Emphasis*, the five regional target industries are *Advanced Materials, Aerospace, Automotive,*

*Biosciences*, and *Energy*—plus community-specific target industries based on existing local assets, such as the *Data Centers* industry targeted by Anderson County. The table below displays outstanding capital investment and job creation figures in these areas over the past twelve months.

Performance of Target Industries/Clusters in SC Appalachian Region, 09-2014 – 07-2015 (waiting on 08/15 data)						
New Company Announcements						
	Advanced Materials	Aerospace	Automotive	Biosciences	Energy	Other Industries
Announced						
Investment						
New Jobs						
Existing Company Expansions						
	Advanced Materials	Aerospace	Automotive	Biosciences	Energy	Other Industries
Announced						
Investment						
New Jobs						
Total Accomplishments (New + Existing Companies)						
	Advanced Materials	Aerospace	Automotive	Biosciences	Energy	Other Industries
Announced						
Total \$						
Total Jobs						
<u>Totals</u>						

Source: The Upstate South Carolina Alliance (<http://www.upstatescalliance.com>)

*\*Several companies are classified as being equally associated with more than one industry, such as advanced material manufacturers who produce parts for both the automotive and aerospace industries. In these instances, the number of jobs and dollars invested were equally divided (in the table above) among the target industries that these manufacturers serve. Example: 75 new jobs from a company could be split equally over advanced materials, automotive, and aerospace (25 jobs each).*

A summary paragraph discussing the numbers above will be written after the 08/2015 announcement figures are recorded. ~~The accomplishments recorded between 09/2013 and 08/2014 ("CEDS Year 2014") greatly exceed the results of the previous twelve months (09/2012 to 08/2013; "CEDS Year 2013"). Company announcements increased from 45 in CEDS year 2013 to 73 in CEDS year 2014 (a 62% increase). New jobs from industrial announcements increased from 2,067 in CEDS year 2013 to 5,764 in~~



~~CEDS year 2014 (a 179% increase). Remarkably, total capital investment from industrial announcements increased from \$646.6 million in CEDS year 2013 to \$4,065,930,000 in CEDS year 2014 (a 528% increase). During this time period, there were two respective \$1 billion company announcements—one from a newly located advanced materials/aerospace manufacturer that will create 500 jobs, and another from an existing automotive manufacturer in the region that will increase its staff by 800 positions. While these two announcements were by far the largest of the year, the total capital investment and new jobs represented in the remaining 70 announcements still more than double the accomplishments recorded in CEDS year 2013.~~

Key to continuing this success is to focus on the clusters, target industries, and public-private innovation capacities emphasized in CEDS 2013-2017. While an inventory of these innovation engines is detailed in the 5-year CEDS, this following table highlights some notable on-going initiatives:

Regional Innovation Capacities Continue to Expand
<p>The Clemson University – International Center for Automotive Research (CU-ICAR) is expanding through construction of the <b>new 75,000 s.f. Research One building</b> which will bring a combination of specialized classroom and incubation space for <b>automotive</b> start-up companies (expected completion: early 2016). The region's automotive cluster received a great boost by <b>Volvo's recent decision to locate its first manufacturing plant in Charleston, SC</b> (capital investment: \$500 million). Through innovative assistance, CU-ICAR will help position regional automotive suppliers take advantage of this significant new growth opportunity.</p>
<p>Slated to open in early 2017, the U.S. EDA-funded (\$2 million) <b>Advanced Technological Education Center</b> will house the Clemson University Center for Workforce Development the Center for Aviation and Automotive Technological Education. The new facility will provide opportunities for students, faculty, and industry partners to better collaborate, drive innovation, and enhance research in STEM fields primarily focused in <b>Advanced Manufacturing</b>.</p>
<p>The <b>International Technology and Aviation Center (ITAC)</b> at the SC Technology and Aviation Center (SC TAC) is a cutting edge <b>automotive</b> infrastructure asset. With a variety of straight-aways, an urban testing grid and an interstate test track, the ITAC incubates transportation innovations in an ecosystem that is safe, secure and confidential. Groundbreaking "self-charging" vehicle technology is one of the innovations being tested in this facility.</p>
<p>Greenville Health System's Research and Development Corp. will construct a new innovation campus called <b>Innovations in Medical Economic Development (IMED)</b>, a public-private initiative created to support and accelerate the development of the growing <b>bioscience</b> cluster. Forged in a dynamic partnership between clinicians, industry, and academia, IMED will feature a series of innovation campuses which house a diverse portfolio of biomedical and life science start-ups and firms.</p>
<p>Duke Energy continues to be an irreplaceable economic development partner for the SC Appalachian Region, fueling the region's industrial <b>energy</b> cluster. With construction of a <b>\$600 million natural gas-powered plant</b> in Anderson County underway, Duke also supports positive community and economic development projects through the Duke Energy Foundation.</p>
<p>The welcome presence of Boeing in South Carolina has turbo-charged the region's <b>aerospace</b> cluster, with approximately 1/3 of the state's 160 aerospace-related firms being located in the Upstate. Technical and Specialty Education curriculums are becoming specialized, and research support is being</p>



offered by Clemson Vehicular Electronics Laboratory and the Composites Manufacturing Technology Center.

Note: Table is a set of examples and not intended to be exhaustive.

## Target Industries and Clusters on the Horizon

The five target industries/clusters outlined in the CEDS were originally identified in a major 2009 study commissioned by the Upstate SC Alliance. Based on the regional growth of these five sectors since that time, the study has proven to be prophetic. However, innovation and infrastructure developments in other sectors may pave the way for the establishment of newly identified regional target industries by the time of the next 5-year CEDS (2017). Below is a list of just some of the possibilities:

**Transportation, Distribution and Logistics (TDL)** A combination of assets make TDL a logical and potential future target industry. The region is intersected by two major interstate highways (I-85 and I-26) and it is located as a center point between the major southeastern cities of Atlanta (130 miles) and Charlotte (100 miles). The new Inland Port rail terminal has transformed the region's industrial transport capacity. The deepening of the Port of Charleston, SC expands the region's ability to import and export. GSP International Airport and its neighboring available industrial property is also expanding. TDL business expansions and location announcements are increasing, while the Greer Economic Development Corporation has already named TDL as one of its local target industries.

**Corporate Headquarters** While Greenville County has already named *corporate headquarters* (CHQ) as one of its local target industries, the entire region sees potential in this sector as well. Many companies headquartered in other U.S. regions are attracted to the idea of locating their headquarters close to their manufacturing centers in the Southeast. Further, the low-cost and pro-business environment of the SC Appalachian Region is also attractive to them. As a result, the number of CHQ prospects is increasing, as site location consultants are submitting more *Requests for Information* to the region's economic developers. CHQ potentially shows great promise for the future.

**Data Centers and Defense Related Industries** Project activity is increasing in both the data center industry and in defense related industries. Companies who are looking to locate new data centers are finding strategic assets such as raw water capacity (necessary for cooling systems), a low cost of doing business, and an attractive cost of living/quality of life for the workforce. Evidence of this potential is exemplified by the company *Integral Solutions* in Spartanburg, which occupies the only "Category 4" data center in South Carolina (*Category 4* represents the highest standardized level of capacity). Strategic assets for the defense industry include the region's strong presence of automotive and aerospace industries (both complimentary industries) as well as the prevalence of engineering talent in the regional workforce (the region boasts one of the highest engineers per capita ratios in the U.S.).

## Infrastructure

The following strategic plan for infrastructure is outlined in CEDS 2013-2017:

<b>CEDS 2013-2017 Strategic Plan</b>	
<b>Goal: Provide world class infrastructure to support regional economic development.</b>	
<b>Supportive Findings</b> <ul style="list-style-type: none"> <li>• With 225 miles of interstate highway along I-85 and I-26, the region has a great foundation for transportation infrastructure. These interstates provide fast access to surrounding regions and to world class airports and seaports.</li> <li>• Road and highway networks must continue to be upgraded in order alleviate congestion and to foster successful development in a growing region.</li> <li>• Communities face great capital challenges for extending and upgrading their water and sewer services in order to facilitate new investment and job creation.</li> <li>• Power, Natural Gas and Telecommunications play an increasingly important role in the region.</li> <li>• While several major regional employers rely on rail service, there is potential to connect more sites to rail in order to attract major economic development prospects. The centrally located "Inland Port" rail terminal will have a transformational impact on the region's rail capacity and relieve highway truck traffic through increased intermodal product transport.</li> </ul>	
<b>Objectives</b> <ol style="list-style-type: none"> <li>1. Promote effective transportation and land use planning throughout the region.</li> <li>2. Support improving and increasing the capacity of GSP International Airport and all other Upstate airports.</li> <li>3. Champion the effort to increase the capacity of the Port of Charleston.</li> <li>4. Support increasing the capacity and connectivity of regional water, sewer, rail, power, natural gas, and telecommunications infrastructure.</li> <li>5. Increase industry's utilization of the SC Inland Port rail facility and terminal.</li> <li>6. Support the replacement and/or refurbishment of aged public infrastructure.</li> </ol>	
<b>Action Items</b> <ol style="list-style-type: none"> <li>1. Conduct responsible transportation and land use planning which accounts for the region's growing population, increasing traffic challenges, and escalating need for jobs.</li> <li>2. Provide strategic planning and grant writing to help increase regional airport capacity</li> <li>3. Support the expansion of the Port of Charleston by writing formal letters of support and providing analysis on how impactful the Port is to the SC Appalachian Region.</li> <li>4. Provide strategic planning and grant writing services to support increased capacity and connectivity to water, sewer, rail, power, natural gas, and telecommunications infrastructure.</li> <li>5. Assist with any technical support needed by the SC Inland Port, including GIS, strategic planning, and grant-writing services.</li> <li>6. Support the replacement and/or refurbishment of aged infrastructure through grant-writing and strategic planning.</li> </ol>	
<b>Strategic Partners:</b> SCACOG; all County and City local economic developers and planners; the Upstate Alliance; the South Carolina Department of Commerce; the South Carolina Ports Authority; Greenville-Spartanburg International Airport and all other regional airports; all infrastructure grant providing agencies active in the region, including EDA, USDA, the Appalachian Regional Commission; U.S. Housing and Urban Development CDBG Program, SC DOT; the SC Rural Infrastructure Authority.	
<b>Performance Measures:</b> (1) Maintain a dialogue with each County economic development organization and planning department in order to stay informed and offer assistance to infrastructure challenges and opportunities; (2) track major infrastructure improvements that have a significant economic development impact in each county of the region; (3) annually track number of projects assisted by the SCACOG (grants, GIS, planning, etc.)	
<b>Time Line:</b> 2013-2017	

While a detailed inventory of assets is provided in the full 5-Year CEDS report, the most notable infrastructure development over the past 24 months has been the opening of the Inland Port in Greer. This 100-acre rail development, which is located directly off of I-85 and adjacent to GSP International Airport, is exceeding expectations in terms of industry container movements to the Port of Charleston. Referred to as “a port without water”, it provides a place to transfer shipping containers from truck to train for shipments to and from the coast. In FY 2015, container rail moves increased by 14% to a total of 58,407 (far exceeding the Port Authority's five year projections).<sup>2</sup> Adding to the impact of this development is 2,600 acres of adjacent GSP International Airport property that is experiencing job creating industrial and Transportation-Distribution-Logistics (TDL) development.

The Inland Port development and the available GSP property are having a major impact on business logistics, capital investment, and job creation. The development combines the assets of interstate, airport, and rail in a way that is unprecedented for the SC Appalachian Region. With this development, however, there will be significant infrastructure challenges. Conditions both on I-85 as well as all surrounding roads will face new traffic strains, and supporting utilities must also be updated responsibly. A major priority of CEDS 2013-2017 is to ensure that new development stemming from the Inland Port is planned responsibly in order (1) to minimize congestion, (2) to be environmentally responsible, and (3) to promote a high quality of life in the region. Extra effort and focus will be needed to guard against a potentially deleterious effect of the Inland Port drawing prospects and development away from the communities which are not as geographically close to this new rail infrastructure.

Another vital project area is to improve the regional network of Interstate Highways (I-85, I-26, I-185, I-385, and I-585). In June of 2013, the State Department of Transportation produced a list of its top seven interstate improvement projects, and three of them are found in the SC Appalachian Region. Construction in these sections of I-85 over the next several years will carry a major regional impact:

- I-85/I-385 interchange in Greenville County
- I-85 widening in Greenville/Spartanburg counties (24.7 miles)
- I-85 widening in Spartanburg/Cherokee counties (28.36 miles)

In addition to these notable SC DOT projects, the widening of I-85 from two lanes in Anderson County is an equally vital interstate project for regional economic development. Anderson County boasts the most interstate frontage acreage and sites in the region, making the widening of I-85 imperative. Covered in CEDS 2013-2017 are this project and general road/highway improvements throughout the region which face significant funding needs.

The following S.W.O.T. analysis conducted by a diverse group of regional stakeholders revealed the following insights about regional infrastructure:

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<sup>2</sup><http://greertoday.com/greer-sc/inland-port-surpasses-volume-projections-5-years-ahead-of-schedule/2015/07/15/>

<b>S.W.O.T. Analysis: Infrastructure</b>	
<b>Strengths – Infrastructure</b> <ul style="list-style-type: none"> <li>• Network and availability of Utilities (Power, Water, Sewer)</li> <li>• The Inland Port</li> <li>• High Connectivity via Interstates 85 and 26</li> </ul>	<b>Weaknesses – Infrastructure</b> <ul style="list-style-type: none"> <li>• Sewer (cost, access, and capacity)</li> <li>• Fiber Telecommunications (availability)</li> <li>• Public Transit options (not many, not much variety)</li> <li>• Roads &amp; Bridges (condition, capacity, quality)</li> <li>• Power Grid (aging)</li> <li>• I-85 &amp; I-26 interchanges and frontage roads (quality, condition)</li> <li>• Air quality standards – the federal clamp down has limited the region's permitting capacity for job creating projects.</li> </ul>
<b>Opportunities – Infrastructure</b> <ul style="list-style-type: none"> <li>• Enhance workforce development infrastructure and coordination (crossover with other section of IMCP)</li> <li>• Develop greater sewer treatment capacity/capability</li> <li>• Enhance transportation infrastructure for both freight and workers</li> <li>• High Speed Rail to enable more efficient inter-county worker commuting</li> <li>• Pro-active regional planning for growth through groups like Ten at the Top, three different COGs, Upstate Alliance, Upstate Forever, and utilities.</li> <li>• Redevelopment of old mfg buildings and sites – “in-fill development” to prevent sprawl.</li> </ul>	<b>Threats – Infrastructure</b> <ul style="list-style-type: none"> <li>• Poor planning of infrastructure investment</li> <li>• Low funding</li> <li>• Legislative disorganization with jurisdictional barriers impeding progress.</li> <li>• Aging physical infrastructure</li> <li>• Shortage of planning to address sprawl</li> <li>• Shortage of in-fill development planning</li> <li>• The challenge of maintaining considerable attractiveness of the region as it grows...to maintain cohesive charm and identity as other growing regions like greater Atlanta have not been able to do.</li> </ul>

### S.W.O.T. Summary

The presence of many state and federal highways, including two major interstates, plus a variety of public and private utilities (power, gas, sewer, telecomm, etc.) represent a regional strength upon which there are opportunities to develop economically. Compared to more rural and isolated areas of the country, Upstate SC is a physically well-connected and well-integrated region that can compete with most metropolitan areas projects. While the presence of a robust infrastructure network is a strength, however, its condition, variety, and sustainability (from a planning perspective) could all be characterized as weaknesses which are increasingly becoming threats to the economic future of the region. Roadways, the power grid, and sewer facilities are aging and in particular need of both collaborative investment and regional planning efforts. Public transit options are extremely limited and the presence of commuter rail transit across this large 10-county land mass is much-needed both

economically and environmentally. Growth planning, in-fill development, jurisdictional coordination, and billions of dollars in capital investment will be needed to adequately address infrastructure weaknesses and threats over the coming 10-20 years.

### **Conclusion**

Whether examining the Inland Port, notable interstate projects, or all other infrastructure areas covered in CEDS 2013-2017, the SC Appalachian Region shares the nation-wide challenge of addressing deteriorated infrastructure. A major sewer extension to the Golden Corner Commerce Park in Oconee County offers a good example of a community being resourceful and working collaboratively to carry out a much-needed, large-scale infrastructure project that was once thought unlikely. This project is having a transformational economic development impact on a rural community which needs jobs. There still remain numerous roads and bridges throughout the region in need of upgrades, an example being the US 29 Overpass that runs over I-85 in Anderson County (it needs to be heightened so that freight trucks do not get jammed under it). The same is true for public water, sewer, rail, and all other types of public infrastructure facilities that have been worn by age and weather. CEDS 2013-2017 supports not only expanding infrastructure capacity to help foster new economic development, but also maintaining a quality business environment through existing infrastructure replacement and restoration.



## Available Sites and Buildings

The following strategic plan for available sites and buildings is outlined in CEDS 2013-2017:

<b>CEDS 2013-2017 Strategic Plan</b>	
<b>Goal:</b> Increase the quality and quantity of serviceable sites and suitable buildings for expanding and locating industry.	
<b>Supportive Findings</b>	
<ul style="list-style-type: none"> <li>• A region with an outstanding inventory of available sites and buildings is better positioned to land projects.</li> <li>• In an increasingly competitive environment where companies desire to expand or relocate quickly, site consultants use specific criteria to <i>filter up</i> to shovel ready, high capacity locations.</li> <li>• Without an impressive inventory of sites and buildings, communities are often not considered by prospects or even by existing companies that wish to expand. <i>Availability of Product</i> keeps communities in the hunt and provides positive visibility.</li> </ul>	
<b>Objectives</b>	
<ol style="list-style-type: none"> <li>1. Help <u>market</u> existing and future sites throughout the region.</li> <li>2. Help improve the <u>availability</u> of sites throughout the region.</li> <li>3. Help improve the <u>connectivity</u> of sites throughout the region.</li> <li>4. Help improve the <u>develop-ability</u> of sites throughout the region.</li> <li>5. Help improve the <u>inventory</u> of suitable, available buildings throughout the region.</li> </ol>	
<b>Action Items</b>	
<ol style="list-style-type: none"> <li>1. Utilizing SCACOG's <i>InfoMentum Online</i> program, provide GIS data and mapping services to help economic developers <u>market</u> available sites and buildings throughout the region.</li> <li>2. When they are not publicly owned, improve the <u>availability</u> of sites by encouraging communities to enter mutually beneficial, long-term option agreements between property owners and local economic development agencies. This will improve the region's ability to negotiate on more sound footing with prospects.</li> <li>3. Improve the <u>connectivity</u> of sites by (1) helping communities assess site utility connections, (2) providing grant-writing and planning support to improve site utility connections.</li> <li>4. Improve the <u>develop-ability</u> of sites by offering grant-writing and planning assistance for due diligence associated with environmental assessments, mitigations, and right-of-way/easement analysis.</li> <li>5. Help improve the inventory of suitable, available buildings for prospects by offering grant-writing and planning assistance for the redevelopment of existing facilities and the development of speculative shell buildings, when (i) the community deems it appropriate, and (ii) when local market conditions deem it necessary for attracting expansion and location projects.</li> </ol>	
<b>Strategic Partners:</b> SCACOG; all County and City local economic developers throughout the region; the Upstate Alliance; the South Carolina Department of Commerce; the SC Rural Infrastructure Authority; utility providers throughout the region; real estate developers throughout the region.	
<b>Performance Measures:</b> (1) track number of site/building projects assisted through SCACOG grant, planning and GIS support services; (2) track number of available sites and buildings posted/ marketed (custom flyers) through SCACOG's <i>InfoMentum</i> comprehensive industrial property database.	
<b>Time Line:</b> 2013-2017	

Lack of available “product” (sites, industrial buildings and parks) is cited by the region’s economic developers as one of their most difficult challenges. When State project managers and private site location consultants submit a *Request for Information*, the *new normal* is for them to look for sites and/or buildings that are “turn key” properties – highly serviceable, ready to move in, with access to excess water and sewer capacity, etc. Companies desire to move more quickly than ever in order to minimize costs. The role of the economic developer is to help foster these opportunities in order to ensure that the community is in position to win the project. Over the past 24 months, the rate of public-private speculative building development has increased in each county of the region as result of collaborative economic development efforts. Further, the region presently boasts twelve SC “certified” sites (a designation for properties that are exceptionally prepared for a prospect to move in and open). *CEDS 2013-2017* objectives are (1) to help further increase the region’s inventory of serviceable sites and buildings (“product”), (2) to help market that product, and (3) to improve this product’s availability, connectivity, and develop-ability (environmental assessments, wetland delineations, etc.).

A S.W.O.T. analysis conducted by a diverse group of regional stakeholders revealed the following insights on sites and buildings.

<b>S.W.O.T. Analysis: Sites and Buildings</b>	
<b>Strengths – Sites</b> <ul style="list-style-type: none"> <li>• High level of site readiness</li> <li>• Presence of certified sites (based on int’l standards)</li> <li>• Physical accessibility to sites is good</li> <li>• Duke Energy grant program for site preparation</li> <li>• InfoMentum Suite of GIS based economic development services at ACOG provides a good regional site/bldg database for marketing and analysis.</li> </ul>	<b>Weaknesses – Sites</b> <ul style="list-style-type: none"> <li>• Inflated land prices from property owners</li> <li>• Shortage of pad ready and certified sites</li> <li>• Shortage of available buildings and spec buildings.</li> <li>• Site/Bldg Weaknesses might be summed up as “shortage of available product”.</li> </ul>
<b>Opportunities – Sites</b> <ul style="list-style-type: none"> <li>• Target new site and spec building opportunities to address shortage</li> <li>• Collaborative investment in true multi-county industrial parks and mega sites (between adjacent counties)</li> </ul>	<b>Threats – Sites</b> <ul style="list-style-type: none"> <li>• Increasing environmental regulations create missed opportunities for potential projects to develop on sites.</li> <li>• Diminishing number of quality sites and buildings (“product”)</li> <li>• Inflated value/perception of sites by landowners create missed opportunities for potential projects on their sites.</li> <li>• Diminishing workforce quality and availability</li> <li>• “Ozone plume” from Atlanta and TN reach into SC, thereby unfairly affecting the way our counties are regulated by the EPA</li> </ul>

### S.W.O.T. Summary

The region possesses a number of pad-ready and “certified” sites (a SC Department of Commerce program) which can compete nationally. There is organizational infrastructure in the region behind these sites, including the Upstate SC Alliance (which helps to market these sites on a global level), ACOG’s *InfoMentum* 10-county industrial property database with accompanying GIS-based analytical data, and utilities such as Duke Energy – which provide grant and tax credit programs for site and speculative building development. While the presence of such assets are considered strengths upon which opportunities can be derived, there is a fundamental shortage of available sites and buildings which present many missed economic development opportunities. Most available sites in the region being advertised for economic development are privately owned by citizens who often ask for prices significantly above market demand. This creates stagnation and missed opportunities for would-be industrial employers in the region. While the quality companies being recruited are typically environmentally conscientious, occasional smog spillover from neighboring Atlanta, Charlotte, and Tennessee can distort the way in which local jurisdictions are being monitored by the EPA. This distortion can raise the financial cost of economic development projects and serve as a barrier.

### Conclusion

The SC Appalachian Region continues to be a strong *manufacturing region*, as the percentage of workers in this region doubles that of the national average. 19% of the region’s workforce is employed in manufacturing compared to only 9% of the U.S. workforce as a whole. Manufacturing jobs typically provide good wages and benefits that sustain families and boost other sectors. CEDS 2013-2017 supports bolstering a strong inventory of sites and buildings in order to attract the types of manufacturers that help drive the region's economy.



## Workforce Development

<b>CEDS 2013-2017 Strategic Plan</b>	
<b>Goal:</b> Cultivate an efficient and skilled 21 <sup>st</sup> Century workforce through enhanced training and coordination of resources in the SC Appalachian Region.	
<b>Supportive Findings</b> <ul style="list-style-type: none"> <li>Regional graduation rates have improved at all scholastic levels and the region has a population of workers large enough to accommodate virtually any economic development project.</li> <li>There is a "technical skills gap" between the supply of available labor and the skills required in modern, advanced manufacturing.</li> <li>With regional manufacturers in need of Certified Production Technicians (CPT's), Certified Logistics Technicians (CLT's), Computer Numerical Control operators (CNC's), mechatronics specialists, and the like, the effective coordination of workers and training programs is as challenging as it is essential.</li> <li>The region shares the significant state-wide challenges associated with illiteracy and the need for early childhood intervention and education.</li> <li>There is a broad array of programs, initiatives and educational institutions that serve as assets to the region's workforce development efforts.</li> <li>The <i>South Carolina Chamber of Commerce</i> has developed an outstanding list of goals which are reflective of the workforce challenges and opportunities in the SC Appalachian Region.</li> </ul>	
<b>Objectives</b> <ol style="list-style-type: none"> <li>Support the region's three Workforce Investment Boards (WIBs) and all of the programs they oversee.</li> <li>Support the SC Technical College System and other professional schools and workforce organizations that are training the regional workforce and connecting it with employers.</li> <li>Help meet the workforce development goals established by the South Carolina Chamber of Commerce in the SC Appalachian Region.</li> </ol>	
<b>Action Items</b> <ol style="list-style-type: none"> <li>Continue to partner with regional WIB's through coordination, strategic planning, and grant writing assistance.</li> <li>Provide strategic planning and grant writing services to technical colleges and other professional workforce organizations.</li> <li>Offer assistance with strategic planning, technical support, and grant-writing to all the SC programs and partners that are working to achieve the workforce goals and strategies outlined by the South Carolina Chamber of Commerce.</li> </ol>	
<b>Strategic Partners:</b> SCACOG, the Worklink WIB; the Greenville County WIB; the Upstate WIB; all local school systems, colleges and universities within the region; all County and City local economic developers throughout the region; the Upstate Alliance; the South Carolina Department of Commerce. <b>Note:</b> please see the <i>SC Workforce Development Programs</i> table of this chapter for all institutional program partners.	
<b>Performance Measures:</b> (1) track number of workforce development initiatives supported by SCACOG grant writing, planning, and GIS-based research services; (2) continue to track the performance of meeting the goals established by the SC Chamber of Commerce for the SC Appalachian Region.	
<b>Timeline:</b> 2013-2017	

Along with the availability of sites and buildings for prospects, the ability to supply enough technically qualified workers for high volume of advanced manufacturing prospects is the top challenge cited by local economic developers. Not only is the SC Appalachian Region growing at a faster rate than the nation as a whole, but the technology of manufacturing is rapidly evolving. As cited in CEDS 2013-2017, “With regional manufacturers in need of Certified Production Technicians (CPT’s), Certified Logistics Technicians (CLT’s), Computer Numerical Control operators (CNC’s), mechatronics specialists, and the like, the effective coordination of workers and training programs is as challenging as it is essential.” This means that an increasing amount of resources should be devoted to strengthening the regional workforce.

Beyond the technical skills gap, however, more foundational challenges exist for too much of the regional workforce – such as achieving basic literacy and graduating from high school. Without establishing a basic foundation, more and more future workers will continue to find themselves unqualified and left behind. The objectives listed in *CEDS 2013-2017* call for supporting a large variety of state and federal programs that are making a positive difference in regional workforce development (see Strategic Plan table on previous page). As of this annual update, *CEDS 2013-2017 continues to support the goals articulated by the South Carolina Chamber of Commerce*<sup>3</sup>, which include:

**GOAL #1:** NINETY-NINE PERCENT OF ALL SOUTH CAROLINA HIGH SCHOOL STUDENTS WILL HAVE ELECTRONIC INDIVIDUAL GRADUATION PLANS (EIGP).

*Status: 2012-13 data indicates that 98 percent of high school students had eIGP’s.*

**GOAL #2:** EIGHTY-FIVE PERCENT OF ALL SOUTH CAROLINA HIGH SCHOOL STUDENTS WILL GRADUATE ON TIME AS MEASURED BY THE US DEPARTMENT OF EDUCATION’S UNIFORM GRADUATION RATE FORMULA.

*Status: 2014 on-time graduation rate was 77.5 percent.*

**GOAL #3:** EIGHTY PERCENT OF SOUTH CAROLINA 4 YEAR OLD AT-RISK YOUTH (FREE AND REDUCED LUNCH) WILL COMPLETE 4K.

*Status: In 2006, the South Carolina legislature created the Child Development Education program to provide full-day 4K for high poverty districts. In 2014, as part of the Read to Succeed Act, they expanded the program into 10 additional districts and changed the name to South Carolina Child Early Reading Development and Education Program. Currently, 75 percent of all school districts are eligible to serve at-risk children in full-day 4K programs.*

**GOAL #4:** SOUTH CAROLINA WILL BE IN THE TOP FIVE STATES IN AVERAGE 4TH AND 8TH GRADE STUDENT NATIONAL ASSESSMENT OF EDUCATIONAL PROGRESS (NAEP) SCORE IMPROVEMENT.

*Status: The National Assessment of Educational Progress evaluates states every two years based on student performance in math and reading. South Carolina saw no significant changes in these scores*

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<sup>3</sup> <http://www.scchamber.net/workforce-education/2020-education-goals>

*from 2011 to 2013 and ranked below the national average in every category. The state's national ranking in 2013 versus 2011 is as follows: 4th grade reading remained unchanged at 39th; 4th grade math dropped to 39th from 37th; 8th grade reading rose to 36th from 38th; and 8th grade math rose to 31st from 34th.*

**GOAL #5: FIFTY PERCENT REDUCTION OF THE STUDENT ACHIEVEMENT GAP ON PASS TESTING FROM 2009 RESULTS.**

*Status: An analysis of 2009 versus 2014 PASS data for grades 3 through 8 revealed the following general results for the white/black achievement gap: the writing gap has widened; the ELA gap has narrowed; the math gap has remained unchanged; the science gap has narrowed; and the social studies gap has narrowed.*

**GOAL #6: ALL SOUTH CAROLINA HIGH SCHOOL SENIORS WILL HAVE A WORKKEYS® (INCLUDING SOFT SKILLS) CERTIFICATE.**

*Status: Beginning with the 2014-15 school year already in progress, South Carolina students in grade 11 must take the WorkKeys career readiness assessment.*

**GOAL #7: 15,000 GEDs (INCLUDING WORKKEYS CERTIFICATION) WILL BE AWARDED ANNUALLY IN SOUTH CAROLINA.**

*Status: In 2013-14, adult education credentialing continued its impressive growth rate with the granting of 8,713 GED diplomas, 862 high school diplomas and 10,240 WorkKeys certificates.*

**GOAL #8: SOUTH CAROLINA WILL HAVE 10 TIMES MORE BUSINESSES OFFERING REGISTERED APPRENTICESHIPS THAN THE 2009 BASELINE.**

*Status: In 2009, the state had less than 190 registered apprenticeship programs and about 1,500 active apprentices. Now, it has 678 apprenticeship programs and 5,446 active apprentices, with the total apprentices served exceeding 10,400.*

**GOAL #9: SOUTH CAROLINA WILL EXCEED THE NATIONAL AVERAGE FOR ADULTS HOLDING 2- OR 4-YEAR DEGREES**

*Status: According to the US Census Bureau's 2011 data, 34.2 percent of South Carolina's adults, ages 25 and older, hold 2- or 4-year degrees, while the national average is 38.7 percent.*

**GOAL #10: SOUTH CAROLINA WILL HAVE A CLEAR, COHERENT STANDARDIZED PATHWAY FOR ADULTS TO FURTHER THEIR EDUCATION.**

*Status: the SC Council on Competiveness' Connect Adults Committee has been enlisted to help identify a new approach to fulfilling this goal.*

**Promising Initiatives**

The table below describes several exciting workforce development initiatives continue to help mold a 21st Century regional workforce.

<b>Workforce Development Initiatives that are Making a Difference</b>
<p>With many different SC programs and agencies participating in workforce development, there is a continuous challenge to streamline services in order to improve efficiency and "eliminate silos". A promising new bill is being considered by the SC State Legislature that would establish a <b>Coordinating Council for Workforce Development</b> to address this issue.</p>
<p>Oconee County has launched a new "<b>Youth Apprenticeship Program</b>" in partnership with the School District of Oconee County and <i>Apprenticeship Carolina</i>. This workforce development program aims to place young people in various business settings in order to acquire hands-on experience and gain a deeper understanding of today's global business environment. Ultimately the program will ensure a qualified workforce for the community.</p>
<p>In a promising collaboration between Greenville Technical College, Clemson University, and Greenville County, the new <b>Center for Manufacturing Innovation (CMI)</b> is currently under construction on the Millennium Campus near CU-ICAR. CMI will attempt to address the lack of interest that many young people have about careers in advanced manufacturing. There is great opportunity and demand for promising careers in this arena, but there is a misinformed stigma must be addressed. CMI will create an internationally recognized learning environment that integrates research and education while increasing the pipeline of advanced manufacturing technicians.</p>
<p>Slated to open in early 2017, the U.S. EDA-funded (\$2 million) <b>Advanced Technological Education Center</b> will house the Clemson University Center for Workforce Development the Center for Aviation and Automotive Technological Education. The new facility will provide opportunities for students, faculty, and industry partners to better collaborate, drive innovation, and enhance research in STEM fields primarily focused in <u>Advanced Manufacturing</u>.</p>
<p>Pending final stakeholder approvals, plans are in place for Tri County Technical College (TCTC) to construct the <b>Oconee County Workforce Development Center</b> in the Oconee Industry and Technology Park. This collaborative development will not only increase local workforce capacity, but also co-locate this campus, a new high school career development center, and the county economic development offices.</p>
<p>The new \$9 million <b>Center for Advance Manufacturing and Industrial Technologies (CAMIT)</b> on the Spartanburg Community College (SCC) campus of Cherokee County will be a state-of-the-art facility for hands-on high tech training. The 27,000-square-foot center will be the third on the SCC Cherokee Campus and is set to open in fall 2015.</p>
<p>The workforce development programs found in South Carolina have long been the model for success in the United States, especially the state's long-established technical college system and nationally recognized state workforce training programs, <b>readySC</b> and <b>Apprenticeship Carolina</b>. Each of these programs have demonstrated an award-winning ability to help train and facilitate lasting relationships between employers and workers.</p>
<p>Along with the state's world-class training programs, counties across the state are participating in the <b>South Carolina's ACT Work Ready Communities</b> initiative. Of South Carolina's 46 counties, nearly</p>

all have become designated including all six counties in the SC Appalachian Region. These certifications demonstrate a commitment to fostering a successful business and workforce development environment, assuring local businesses that they are providing a highly-skilled labor pool well above industry standards.

The new SucceedSC statewide initiative aims to help "connect the dots" between small to mid-size employers and chronically unemployed citizens. This sustained unemployment is often due to a range of factors, ranging from disability to a lack of educational credentials. Small to mid-size employers, meanwhile, often cannot find the workers they need. SucceedSC aims to fill the pipeline between this underemployed population and State/Tech College training and placement services.

Note: Table is a set of examples and not intended to be exhaustive.

Other CEDS 2013-2017 priorities include support for the technical college and university training programs that are adapting their curriculums in order to address the region's technical skills gap, such as emerging "mechatronics" degree programs that are now being offered at places like Spartanburg Community College, Greenville Technical College, and Tri-County Technical College. Local, State, and Federal workforce development initiatives in the region are both varied and broad, but all are supported as strategic priorities in CEDS 2013-2017.



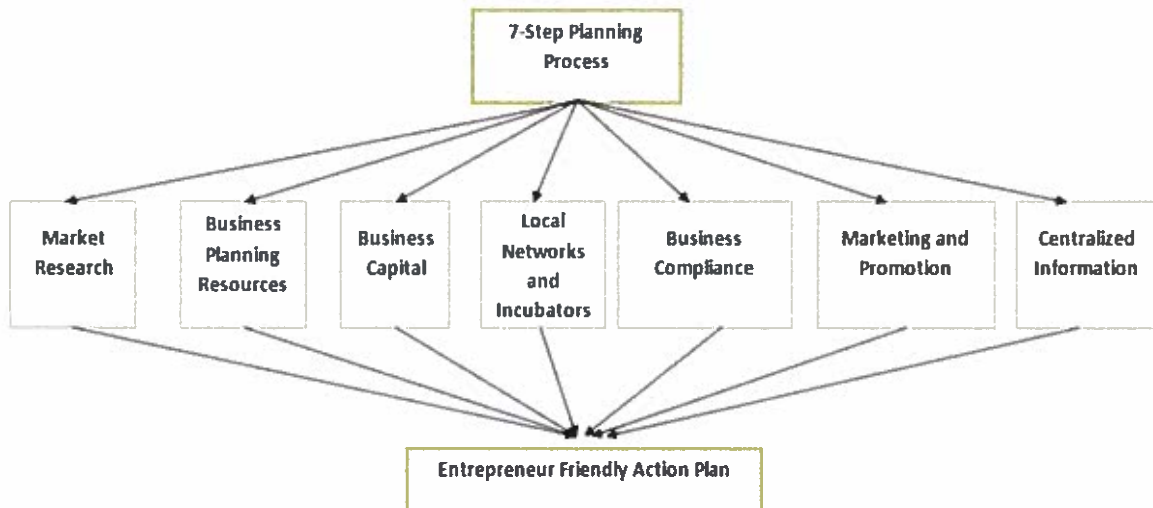
## Entrepreneurship

<b>CEDS 2013-2017 Strategic Plan</b>	
<b>Goal:</b> Make the SCACOG Region the most <i>entrepreneur friendly</i> region in South Carolina.	
<b>Supportive Findings</b>	
<ul style="list-style-type: none"> <li>• Most jobs are created by small to mid-size business.</li> <li>• Keeping a business alive is often as difficult than starting a business, thus creating a business friendly environment is critically important.</li> <li>• Many exciting initiatives have developed over the last several years which have given great momentum to the subject of regional entrepreneurship.</li> </ul>	
<b>Objectives</b>	
<ol style="list-style-type: none"> <li>1. Help communities develop a supportive environment for entrepreneurship.</li> <li>2. Increase the number of small business incubators, accelerators, and soft landing programs throughout the region.</li> <li>3. Continue to provide analytical tools which support entrepreneurial activity.</li> </ol>	
<b>Action Items</b>	
<ol style="list-style-type: none"> <li>1. Facilitate entrepreneur friendly planning in communities across the region through use of the SCACOG's <i>Entrepreneur Friendly Toolkit</i>.</li> <li>2. Provide strategic planning and grant-writing services to support existing and future small business incubators, accelerators, and soft landing programs throughout the region.</li> <li>3. Continue to promote and update SCACOG's <i>InfoMentum</i> suite of GIS-based research and analysis services which directly support business planning throughout the region.</li> </ol>	
<b>Strategic Partners:</b> SCACOG; all local economic developers, chambers of commerce, and other community business groups throughout the region; the South Carolina Department of Commerce; the Clemson University Small Business Development Center (SBDC); the Service Corps of Retired Executives (SCORE). <b>Note:</b> please see the <i>Exciting Initiatives</i> table of this chapter for other strategic partners.	
<b>Performance Measures:</b> (1) track number of communities who execute entrepreneur support planning by utilizing the Entrepreneur Friendly Toolkit, (2) track number of entrepreneurial projects supported by SCACOG planning, grant-writing, and GIS based research services; (3) continue tracking the development of business incubators and accelerators in the region.	
<b>Time Line:</b> 2013-2017	

### The Entrepreneur Friendly Toolkit is Launched

Cited as major strategic project in *CEDS 2013-2017*, SCACOG recently launched the "Entrepreneur Friendly Toolkit" planning website for communities. Found at [www.EFToolkit.com](http://www.EFToolkit.com), the site allows communities to go through a 7-step on-line planning process designed to *get their ducks in a row* for supporting and attracting entrepreneurs. The seven steps include (1) Market Research, (2) Business Planning Resources, (3) Business Capital, (4) Networks and Incubators, (5) Compliance, (6) Marketing and Promotion, and (7) Centralized Information. A community task force fills out a strategic plan table (on the website) for each of these steps. Each of the tables combine at the end in an automatically generated report entitled "The City/County of \_\_\_\_\_ Entrepreneur Friendly Action Plan". The EF Toolkit also guides the local Task Force through (1) creation of an online local business (and business prospect) survey, (2) development of a local/area "capital matrix" of business capital providers, (3) publication of a local business assistance guide, (4) planning of a local small business resource fair, and

more. Communities who go through the rigorous process develop a foundation for supporting small business development. With three communities having completed most or all of the planning process, *CEDS 2013-2017* calls for the EF Toolkit to be utilized in communities throughout the region.



#### A Growing number of Incubators and Accelerators

Recognizing that small business plays an irreplaceable role in the U.S. economy, *CEDS 2013-2017* calls for the continued support of organizations and resources that are facilitating entrepreneurial growth in the region. The table below displays some exciting entrepreneurship assets:

Incubators and Accelerators having a Major Impact on Regional Entrepreneurship
<p><b>The Center for Business and Entrepreneurial Development (CBED) at Spartanburg Community College – Tyger River Campus.</b> This 363,000 square foot multi-use incubator and soft landings facility is an invaluable tool for entrepreneurs to start up a new venture, jump start an expansion or relocation, beta test a new product line, or train employees on new products or processes. Also located at this site is the Spartanburg Area Small Business Development Center office, which recently expanded to include a <i>Technology Commercialization Specialist</i>—whose role will be to shepherd local tech entrepreneurs through the process of opening and growing their businesses. Website: <a href="http://www.sccsc.edu/Center/">www.sccsc.edu/Center/</a></p>
<p><b>NEXT Innovation Center</b> – an “Entrepreneur Resource Collaborative” spawned out of the Greenville Chamber of Commerce, the center provides high tech entrepreneurs with office space near downtown at below market rates. Website: <a href="http://www.greenvillenext.com">www.greenvillenext.com</a></p>
<p><b>Tri-County Entrepreneurial Development Corporation</b> in Oconee County is a small business incubator which offers entrepreneurs both physical office space and mentorship from the community’s wealth of</p>

retired business professionals. [investoconeesc.com/business-industry/small-business/tcedc/](http://investoconeesc.com/business-industry/small-business/tcedc/)

**The Iron Yard** in Spartanburg is a 13-week, mentorship-driven start-up accelerator. It focuses on talented teams with a prototype that can be brought to a large market. Teams are selected after a highly competitive application process. Tenants receive space, design assistance, legal/accounting services, experienced entrepreneurial mentorship, and \$20,000 in seed capital. Website: [theironyard.com/locations/spartanburg/](http://theironyard.com/locations/spartanburg/)

**The Pickens Innovation Center**, a partnership between the Pickens Revitalization Association, the City of Pickens, and Clemson University, is a downtown Pickens technology incubator. The Pickens Innovation Center represents a collaborative open center that appreciates entrepreneurs and celebrates new ideas. The Center seeks to serve those driven people with entrepreneurial spirit and drive in the surrounding area who are seeking support in developing and commercializing their idea. Website: [www.pickensinnovationcenter.com](http://www.pickensinnovationcenter.com)

**The Spartanburg Entrepreneurial Resource Network (SERN)**, a public-private coalition of local business experts, continues to create a business friendly environment by helping entrepreneurs with planning, compliance navigation, and resource referrals.

**e-Merge at the Garage** in Anderson, SC will consist of incubator/accelerator programs providing entrepreneurial flexible work space and access to capital for start ups in Health Care, IT Intelligence, Culinary Arts/Agribusiness and Education opportunities. Website: [www.emergeandersonsc.com](http://www.emergeandersonsc.com)

**The Center for Applied Technologies (CAT)**, an initiative of the Clemson University Research Foundation (CURF). CAT is a 30,000 square foot incubator offering wet lab space, office space, and common areas for entrepreneurs who are developing business ideas out of the university's research initiatives. Website: [www.clemson.edu/curf](http://www.clemson.edu/curf)

**"The George"**, at USC Upstate, is a state-of-art, 60,000 square foot, \$30 million dollar facility which is not only the training ground for business students, but also offers incubation space and a public forum for leading business leaders. Website: [www.uscupstate.edu/academics/johnsoncollege/](http://www.uscupstate.edu/academics/johnsoncollege/)

**Clemson University Innovation Campus and Technology Park**, in a partnership between the university and Innovate Anderson, will be adjacent to Clemson research facilities in Anderson SC. The goal is to attract startup companies and corporate landing parties and collaborate research initiatives with the University. Website: <http://www.clemson.edu/economic-development/cuicat.html>

The LEED certified **Duke Energy Innovation Center** in Anderson provides world class start-up company incubation space with both wet and dry lab capacity. *Advanced Materials* industry is the primary target. Website: [http://www.scra.org/ander\\_ic.html](http://www.scra.org/ander_ic.html)

\*This is a set of examples and does not represent a comprehensive list of incubators/accelerators in the region.



Entrepreneurship remains an essential component in *CEDS 2013-2017*. Locally grown businesses play a vital role not only in job creation, but in fostering innovations that can have a generational impact. The SC Appalachian Region will continue to find ways to support and attract entrepreneurship.

## Access to Capital

<b>CEDS 2013-2017 Strategic Plan</b>	
<b>Goal: Increase access to business capital in the SC Appalachian Region.</b>	
<b>Supportive Findings</b>	<ul style="list-style-type: none"> <li>• Access to capital is a critical component of economic development.</li> <li>• While most lending is executed in the private sector, there are situations in which government gap financing programs, loan guarantee programs, and private sector angel or venture capital networks can partner to make impactful loans and investments.</li> <li>• There is an impressive network of economic development finance institutions working in the region.</li> <li>• There are valuable grant and tax credit programs working in the region to help foster investment and job creation.</li> <li>• While strong programs and resources are in place, communities are often unaware of them and thus are unable to assist local businesses and prospects.</li> </ul>
<b>Objectives</b>	<ol style="list-style-type: none"> <li>1. Equip communities with the business capital resources and information they need to assist the business community.</li> <li>2. Increase economic development grant funding in the region.</li> <li>3. Increase awareness of local, regional, state, and federal capital providers.</li> <li>4. Generate regional economic and market data that is useful for business planning and capital formation.</li> </ol>
<b>Action Items</b>	<ol style="list-style-type: none"> <li>1. Utilizing SCACOG's <i>Entrepreneur Friendly Toolkit</i>, create a locally customized "capital matrix" in individual communities which helps them to share information and make referrals to the region's robust network of capital sources.</li> <li>2. Continue to provide economic development grant writing services throughout the region.</li> <li>3. Publish information on economic development finance institutions and programs.</li> <li>4. Continue to provide market research and state/federal incentive information through SCACOG's <i>InfoMentum</i> program, which often helps entrepreneurs complete their business plans and loan applications.</li> </ol>
<b>Strategic Partners:</b> SCACOG; all County and City local economic developers throughout the region; the Appalachian Development Corporation and other economic development finance institutions and programs throughout the region; the Upstate Alliance; the South Carolina Department of Commerce; the South Carolina Department of Revenue.	
<b>Performance Measures:</b> (1) track number of communities who develop the EF Toolkit "Capital Matrix", (2) track job creation and capital investment figures in successfully funded economic development projects, (3) track the amount of information published and the number of referrals made to the outstanding capital resources available to businesses in the region, (4) track the amount of InfoMentum market research and information provided to economic development organizations and their clients.	
<b>Time Line:</b> 2013-2017	

### Bridging the Business Capital Information Gap

The SC Appalachian Region faces no shortage of institutions, agencies, programs or investors that are committed to providing business capital. The difficulty or ease of obtaining business capital depends on the strength of the applicants who seek it, not on the supply of sources. There are many providers. The

"capital matrix" found within the SCACOG Entrepreneur Friendly Toolkit highlights a large variety, ranging from local banks to SBA certified intermediaries to state-wide capital access programs to area angel & venture investor groups. Demonstrating the strength of the regional capital network, three counties within the region – Anderson, Greenville and Spartanburg – typically experience approximately one third of all SBA loans made in the entire state of South Carolina. Yet despite the ample supply of providers, SC Appalachian entrepreneurs still cite "access to capital" as their number one challenge for starting or expanding their businesses.

The region's business capital access challenge is two-fold: (1) it is mostly the result of start-up entrepreneurs, who – based on their personal credit, business experience, business plan, and/or lack of customers – are simply *not competitive* for a loan or equity investment. Even SBA programs designed to decrease the risk of lending to these individuals are not enough to make them "bankable". The other part of the challenge, from the local economic development perspective, is that (2) there are many *information and referral* opportunities to business planning and capital resources that are being missed. Intercepting an entrepreneur before they expend their 401K savings on an underdeveloped business idea and then recommending them to a professional business planning resource is a regional economic development strategy worth pursuing. Most of the time these entrepreneurs fly under the radar of local economic developers by charging forward without seeking guidance. Other times, however, they do seek guidance—but the local ED may not be aware of some vital resources that they can recommend. CEDS 2013-2017 supports equipping communities with this information in order to create a more effective pipeline to business capital. Working with the communities to develop their own "Capital Matrix" from the EF Toolkit program is a helpful strategy for building this foundation.

#### **Federal Economic Development Grant Activity**

Regional economic development grant activity is also strong, as demonstrated by the table below:

<b>Some Exciting Federal E.D. Grant Projects in the Region</b>			
<b>Project Name</b>	<b>Grant Source</b>	<b>Grant Amount</b>	<b>Total Project Cost</b>
City of Walhalla Downtown Streetscape	ARC	\$500,000	\$2,100,000
Oconee County - Golden Corner Commerce Park Pump Station Project	ARC EPA	\$500,000 \$485,000	\$1,236,000
Spartanburg Community College – Center for Business & Entrep. Development	ARC EPA	\$500,000 \$840,000	\$1,340,000
Anderson County - Gossett Street/Toxaway Brownfields Cleanup Project	ARC	\$60,000	\$120,000
Town of Williamston - Farmers Market	ARC	\$66,130	\$132,261
Town of Blacksburg - Brugg Street Pump Station	ARC	\$338,400	\$423,000
Town of Pendleton - Streetscape Project	ARC	\$500,000	\$1,000,000
Town of Blacksburg - Sewer System Upgrade	RIA	\$350,000	\$451,550
Town of Pacolet - River Passage Gateway Project	ARC	\$387,500	\$775,000
Pioneer Rural Water District - New Lake Hartwell Water Treatment Facility	ARC	\$500,000	\$9,500,000
SJWD Water District - Water Treatment Plant Upgrade	EDA	\$2,000,000	\$4,132,700
City of Easley - Doodle Trail Trailhead	ARC	\$250,732	\$501,464
Town of Blacksburg - Highway 5 Sewer Line	ARC	\$368,000	\$460,000
*Town of Central - Clayton Street/Highway 93 Improvements	ARC	\$223,000	\$446,000
*Anderson County - Five Mile Sewer Line	ARC	\$500,000	\$11,000,000

\*Pending approval from federal agencies.

Note: List is a set of notable examples and is not intended to be a list of all grant projects in the region.

In addition to economic development grants and loans, state and federal tax incentives continue to play an important role in job creation and capital investment. Free Trade Zone 38 along I-85 continues to be a great incentive for industry, and the South Carolina four-tier Job Tax Credit continues to incentivize job creation. For year 2015, Greenville County is classified as “Tier I – Developed”; Anderson, Oconee, Pickens, and Spartanburg Counties are “Tier II – Moderately Developed”; Cherokee County is “Tier III – Least Developed”. None of the region’s counties are considered “Tier IV – Distressed” by the SC Department of Revenue, which is sign of economic improvement in the region. Parts of the region can also take advantage of being in a (1) New Market Tax Credit and/or a (2) SBA HUB federal incentive zone. SCACOG’s *InfoMentum* GIS-based economic development program includes a map layer that can quickly inform a business, economic developer, or prospect whether their project is in one of these zones. *CEDS 2013-2017* calls for regional E.D. partners to share this incentive information throughout the region in order to maximize opportunities.

## Local Asset-Based Economic Development

<b>CEDS 2013-2017 Strategic Plan</b>	
<b>Goal:</b> Strengthen the unique, local community assets which have a significant impact on regional economic development.	
<b>Supportive Findings</b> <ul style="list-style-type: none"> <li>Each of the six counties and 42 municipalities within the SC Appalachian Region possess unique assets from which residents derive economic opportunity.</li> <li>With attractive natural resources, historic places, arts &amp; entertainment, and sporting venues, the SC Appalachian Region has a strong tourism industry.</li> <li>There is growing potential of downtown areas in the region to foster economic growth and job creation.</li> <li>The region is in position to capitalize on emerging opportunities in the agricultural industry, including inputs for manufacturing, local/organic produce markets, and agri-tourism.</li> </ul>	
<b>Objectives</b> <ol style="list-style-type: none"> <li>1. Make the SC Appalachian Region a globally recognized tourism destination.</li> <li>2. Make the SC Appalachian Region a national destination for vibrant downtown areas.</li> <li>3. Help communities reach the full economic potential of their rich agricultural resources.</li> <li>4. Help communities further recognize, develop, and market their uniquely local economic development assets.</li> </ol>	
<b>Action Items</b> <ul style="list-style-type: none"> <li>Support tourism initiatives, downtown development, and agribusiness development through GIS based market research, strategic planning and grant-writing services.</li> <li>Assist downtown areas that are pursuing the <i>Main Street</i> designation through the National Trust for Historic Preservation.</li> <li>Capitalizing on the demand for <i>locally grown food</i>, support the establishment of "food hub" distribution channels through GIS-based market research, strategic planning, and grant writing services.</li> </ul>	
<b>Strategic Partners:</b> SCACOG; all Chambers of Commerce and Convention and Visitor Bureaus throughout the region; all County and City local economic developers throughout the region; the Upstate Alliance; Discover Upcountry South Carolina Association; Upstate Forever; The SC National Heritage Corridor; Clemson University Cooperative Extension Service; the South Carolina Department of Commerce; the South Carolina Department of Parks, Recreation and Tourism; The National Trust for Historic Preservation	
<b>Performance Measures:</b> (1) Track number of tourism, downtown development, and agribusiness initiatives that are supported by SCACOG professional planning, GIS-based market research, and grant writing services; (2) track number of National Main Street Designations awarded to the communities in the region by the National Trust for Historic Preservation; (3) track new tourism, hiking trail, and blue way trail developments throughout the region; (4) track Farmer's Market activity and regional "food hub" developments.	
<b>Time Line:</b> 2013-2017	

Each of the six counties and 42 municipalities within the SC Appalachian Region possess unique assets from which residents derive economic opportunity. Not all of these local assets make up "clusters" or lead to formal "target industries" for recruitment, but they are essential to the economic well being of individual communities and the region as a whole. While providing a detailed inventory of each



community's local assets is not practical for the purpose of the 2013 CEDS update, there are three broad asset categories that CEDS 2013-2017 emphasizes: Agribusiness/"Local Food", Tourism, and Downtown Development.

#### **Agribusiness/"Local Food"**

In June of 2013, an outstanding study was conducted by the *South Carolina Coastal Conservation League* and numerous regional partners on the feasibility of a "Food Hub" for the SC Appalachian Region. Entitled, "Upstate Region Local Food Hub Feasibility Study", the document examines the potential for starting a regional food hub like the highly successful one found in Charleston, SC ("GrowFood Carolina"). The study defines a regional food hub as, "a business or organization that actively manages the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand." The study offers the following basic conclusion in support of creating a regional food hub:

**"The majority of other necessary pieces needed to establish a local food hub are in place. Local food supply and demand data, food producer survey results, retailer and consumer survey and interview results, demographic research, and farm data all show that there is the potential to increase local food supply and satisfy ever-increasing demand."**

The concept of increasing opportunities for local farmers via farmers markets and shared public-private processing facilities is emphasized as a *CEDS 2013-2017 Area of Emphasis*. Numerous local initiatives have taken off or are under development, including:

- The Greenville Forward "Gardening for Good" urban farming program
- The LiveWell healthy food labeling program
- The Mill Village Farms "Good to Go" mobile market and youth training program
- The Hub City Farmer's Market Co-Op grocery
- The Oconee County Agricultural Center
- The City of Williamston Incubator Kitchen
- A Food Hub and Training Center in the old "Feed and Seed" building (Greenville).

Moving forward, *CEDS 2013-2017* supports regional Agribusiness/Local Food Strategies, including:

- A regional food policy council
- A regional food market place close to market centers
  - Aggregate local products for presentation into market
  - Build skilled labor to meet consumer demand
- Increased agricultural training initiatives to ensure that the aging farming community is one day replaced by new entrepreneurial farmers.
- Sub-regional food satellites close to farms
- Interstate coordination with nearby NC, GA and TN.

- Farmland Matchup
- Support of new agricultural innovations, such as the hydroponic method of strawberry farming found at *Modern Harvest Farms* in Woodruff (Spartanburg County)—which utilizes 90% less water and 80% less fertilization year-round to grow an impressive quantity in a temperature controlled "CropBox".

### Downtown Development

Downtown development initiatives have continued to gain momentum throughout the region. There are now four certified "Main Street Communities" designated by the National Trust for Historic Preservation: Gaffney (Cherokee County), Pickens (Pickens County), Williamston (Anderson County), and Woodruff (Spartanburg County). Other downtown areas continue to develop and revitalize. Beautiful and bustling downtown Greenville serves a national award-winning benchmark for micropolitan cities. Downtown Spartanburg has made extraordinary revitalization progress over the past 24 months, highlighted by its robust "Northside" neighborhood revitalization which includes partnerships with *Purpose Built Communities* out of Atlanta, the "Healthy Food Hub" initiative (farmers market, community garden, etc.), and the U.S. Department of Housing and Urban Development's "Choice Neighborhood Program" (a \$300K planning grant). The downtown areas of Anderson, Greer, and Traveler's Rest all continue to grow their reputations as regional destinations, while downtown Walhalla recently received federal ARC grant funding for major streetscape renovations. County by county there is a downtown revitalization renaissance underway. CEDS 2013-2017 calls for supporting these developments through professional planning, facilitation, GIS-based market research, and grant writing services.

### Tourism

The SC Appalachian Region is rightfully focused on taking advantage of its tourism assets as an economic development strategy. The region's attractive inventory includes:

- The majestic **Blue Ridge Mountains**, with lush forests, state/federal nature parks, campgrounds, trails, lakes, rivers and waterfalls which attract outdoor enthusiasts to the region year-round.
- A **rich heritage**, ranging from centuries-old Cherokee Indian sights to Revolutionary War battlefields at Cowpens and Kings Mountain. There are also numerous museums throughout the region which document its proud culture, people and places.
- **Arts and entertainment** venues which are diverse and outstanding – including nationally renowned art collections; state-of-the-art outdoor and indoor arenas for big ticket concerts; a variety of concert halls and theaters which accommodate everything from major symphonies, operas and ballet to intimate chamber ensembles and theatrical productions; specialized community festivals with themes ranging from South Carolina Peaches to William Shakespeare.
- A variety of **sports entertainment venues** with loyal and passionate fan bases. The *Clemson University Tigers* football program brings the largest annual tourism draw to the region, though there are equally passionate fan bases for other teams throughout the region – ranging from nationally ranked high school football teams to smaller private colleges with rich athletic

traditions and loyal fan bases. The region also boasts professional minor league baseball and hockey teams as well as the training camp for the National Football League's *Carolina Panthers*.

- Renowned hiking trails and "blue way" river trails for accessible, family-friendly boat rides are having a great public health and economic impact on the region. Examples include nearly 20-mile "Swamp Rabbit Trail" running through Greenville County, which draws more than 500,000 people per year, generates nearly \$7 million in annual tourism revenue, and has revitalized the downtown area of Travelers Rest. Extension of this trail plus the development of the "Doodle Trail" in Pickens County is poised to have the same positive effect. The *Upstate Forever* "Reconnecting People to Rivers" initiative is actively mapping new "blue way" paddle trails in the region and Spartanburg County has seen a particularly positive effect thus far.

South Carolina tourism is an \$15 billion + per year industry, it supports one out of every ten SC jobs, and produces more than \$1.2 billion in local and state tax revenues.<sup>4</sup> While the region is adorned with amazing assets, the industry faces its own set of challenges. In rural communities such as Westminster (Oconee County), for example, there is extremely limited lodging/accommodation capacity for the many annual visitors who would otherwise stay overnight and shop in local establishments. A challenge for these communities is to find innovative ways to capitalize on these missed opportunities when the free market does not fill the gap, such as establishment of RV Parks or local B&B incentives. Some communities have potential for conferences yet no capacity to host them. CEDS 2013-2017 calls for increased collaboration in order to address these challenges and further bolster the tourism industry.

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<sup>4</sup> "The Economic Contribution of Tourism in South Carolina: 2010 Tourism Satellite Account Results". U.S. Travel Association, February 2012.

## Global Competitiveness

<b>CEDS 2013-2017 Strategic Plan</b>	
<b>Goals:</b>	<ul style="list-style-type: none"> <li>• Carry out the goals, objectives, strategies, and tactics articulated in the <i>Upstate SC Metropolitan Export Plan</i><sup>5</sup></li> <li>• Attract more Foreign Direct Investment (FDI) to the region.</li> <li>• "Transition the Upstate from global player to global leader in the world economy."</li> </ul>
<b>Supportive Findings</b>	<ul style="list-style-type: none"> <li>• 95% of all consumers live outside of the U.S.</li> <li>• From 2005-2009, U.S. Manufacturers that exported saw revenues grow by 37%, while those that did not export saw revenues fall by 7%.</li> <li>• Compared to non-exporters, U.S. business service exporters (engineering, architecture, etc.) have 100% higher sales, 70% higher employment, and 20% higher wages.</li> <li>• Every billion dollars of exports supports 5,590 jobs</li> <li>• With a growing number of major international companies locating and/or expanding, the region must capitalize on the opportunity to attract more job-creating Foreign Direct Investment (FDI).</li> </ul>
<b>Objectives</b>	<ul style="list-style-type: none"> <li>• Maintain our strong export intensity—equal to or greater than 20%—as the region's economy continues to develop and diversify.</li> <li>• Increase exporting activity by 75% for domestic companies and small business, including actively developing new international markets.</li> <li>• Foster a strong, export-oriented business culture while our reputation as a competitive trading region.</li> <li>• Develop a set of goals, objectives, strategies and tactics for attracting increased foreign direct investment to the region.</li> </ul>
<b>Strategies and Tactics</b>	<ol style="list-style-type: none"> <li>1. Align and strengthen the export support system.             <ol style="list-style-type: none"> <li>1.1. Create a seamless pipeline to deliver export support.</li> <li>1.2. Develop an Export Road Map</li> <li>1.3. Leverage Business Retention Programs for Referrals</li> <li>1.4. Create new support Tools</li> </ol> </li> <li>2. Drive participation in exporting.             <ol style="list-style-type: none"> <li>2.1. Tailor programs to targeted clusters</li> <li>2.2. Organize engineering task force</li> <li>2.3. Integrate exports into business planning</li> <li>2.4. Create geography-focused opportunities</li> <li>2.5. Raise awareness of exporting benefits</li> </ol> </li> <li>3. Heighten global awareness.             <ol style="list-style-type: none"> <li>3.1. Cultivate global leadership</li> <li>3.2. Establish a World Affairs Council</li> <li>3.3. Develop protocol for leveraging global networks</li> <li>3.4. Increase global partnerships</li> </ol> </li> </ol>

<sup>5</sup> The Upstate SC Regional Export Plan, a regional collaborative initiative published by the Upstate SC Alliance in 03/2015. This Strategic Plan Table is derived directly from that document. For the plan document and its data sources, see <http://www.upstatescalliance.com/global-cities/regional-export-plan>.

<p>3.5. Promote the region as a global leader</p> <p>4. Actively make policy recommendations at the local, state, and federal levels based on the Market Assessment findings of the Upstate SC Metropolitan Export Plan.</p> <p>4.6. Support of export service providers</p> <p>4.7. Pursuit of free trade agreements</p> <p>4.8. Support for export financing</p> <p>4.9. Improve transportation infrastructure</p> <p>4.10. Streamlined regulatory requirements</p> <p>4.11. Eliminate tax barriers to competitiveness</p> <p>5. Develop a Metropolitan Foreign Direct Investment Plan as the next phase of the Brookings Institution <i>Global Cities Initiative</i>.</p>
<p><b>Steering Committee:</b> Upstate SC Alliance; Brookings Institution; JP Morgan Chase; SCACOG; the SC Department of Commerce; the SC Ports Authority; University of South Carolina Upstate; Clemson University; U.S. Commercial Service (South Carolina); GSP Int'l Airport; ECI –Find New Markets; SC Manufacturing Extension Partnership; individual Economic Development Organizations of 9 SC Upstate Counties plus the City of Greer; private sector participation from numerous engineering, distribution/logistics, manufacturing, construction, and financial companies.</p>
<p><b>Performance Measures:</b> (1) Referrals to export service pipeline; (2) companies participating in trade missions; (3) companies receiving export finance support; (4) participation in outreach events and initiatives; (5) globally engaged organizations in the region; (6) new international region-to-region and city-to-city partnerships; (7) trade-related mentions in the media; (8) inbound and outbound delegation visits; (9) publication of a Metropolitan Foreign Direct Investment Plan.</p>
<p><b>Time Line:</b> 2015-2016</p>

The “Upstate” SC Region<sup>6</sup> is undergoing a five-year planning process through the Brookings Institution's *Global Cities Initiative* (GCI)<sup>7</sup>. Led by the Upstate SC Alliance, whose mission is to market the region for economic development on a global level, a broad and diverse steering committee of stakeholders has assembled to develop strategies for becoming more globally connected and competitive. The Upstate SC Alliance successfully applied for entry into the competitive GCI program in late 2013 and the region is presently in year two of the process. The first stage, the year-long development of a **Metropolitan Export Plan**, was published by the Alliance in March of 2015. The outline of that plan is included in the Strategic Plan Table above. The next stage that is currently underway is development of a **Metropolitan Foreign Direct Investment (FDI) Plan**. Like the export plan, the FDI plan will include goals, objectives, strategies, tactics and policy recommendations geared towards attracting more FDI to the region. The Upstate is endowed with many tremendous international companies which help fuel its industrial clusters (automotive, aerospace, advanced materials, etc.). The Metropolitan Export and FDI plans will sharpen the region's strategies and help it *transition from a global player to a global leader* in the world economy. As a member of the GCI Core Research Team and Steering Committee, SCACOG, as the region's federally designated Economic Development District, is actively participating in this initiative.

<sup>6</sup> The 10-county Upstate region includes all six counties of the SC Appalachian region, plus four contiguous counties: Abbeville, Greenwood, Laurens, and Union Counties.

<sup>7</sup> <http://www.brookings.edu/about/projects/global-cities>





## **Section VI: Economic Resilience**

Regional economic prosperity is linked to an area's ability to prevent, withstand and/or quickly recover from major disruptions to its economic base. Such disruptions often include general economic downturns (e.g., the housing crash), downturns in particular industries that effect a region's dominant employers (e.g., major plant closings), or other externalities such as natural disasters.

#### **Resilience through Diversity**

The eight *Areas of Emphasis* and the numerous industrial clusters/target industries outlined in *CEDS 2013-2017* exemplify the diverse set of economic engines driving the SC Appalachian Region. This was not the case a generation ago, when the textile industry was dominant yet ultimately bound for decline. After experiencing the economic shock of the textile exodus, regional players in government, education, and industry responded with aggressive and innovative leadership that has led to an economic transformation. There are five legitimate industrial clusters which are growing and several more that are emerging. Infrastructure continues to expand, especially in the areas of rail and air transport. Increased exports and FDI are transforming the entire state of SC. Entrepreneur support is more robust than it has ever been with incubators and accelerators emerging in every county. Major investments continue to be made in order create a 21st century workforce. Tourism assets are becoming more fully developed and attracting an increasing number of visitors each year. While the region is known for manufacturing, it also boasts one of the highest engineers per capita ratios in the U.S. Professional services and the financial industry is also growing, as TD Bank recently located its regional headquarters in the region. Local Clemson University, a *U.S. News and World Report* top 20 public research institution, is driving innovation in automotive, advanced materials, energy, bioscience, aerospace, and more. While there are many painful economic shocks which one might imagine, the region continues to develop "steady state" levels of resilience through diversity.

#### **Resilience through Responsiveness and Coordination**

As a new federal CEDS Guideline, SCACOG looks forward to both fully planning and embracing its role as a coordinator of regional responsiveness to economic shocks. SCACOG will:

- Conduct pre-disaster recovery planning to define key stakeholders, roles, responsibilities, and key actions;
- Establish a process for monitoring and communication of the economic development community's needs;
- Identify, contact, and coordinate with key local, regional, state and federal officials;
- Continue to coordinate communication between regional stakeholders.
- Continue to provide GIS based research, planning, and grant writing services in order to bolster resilience.

## Section VII: Conclusion

## Transitioning from Global Player to Global Leader

The third year of CEDS 2013-2017 saw significant strides in each of its *Areas of Emphasis*. Industrial clusters and target industries continue to grow and expand, while related innovation capacities from institutional partners such as Clemson University and SC TAC continue to develop. While infrastructure development is always a great need (particularly with roads and sewer), other areas such as rail and air transport are expanding and helping to alleviate congestion. Serviceable sites and buildings for economic development prospects is also a perennial challenge, though the production of speculative buildings and certified sites are on the rise. . Workforce development efforts have never been more emphasized and the region continues to invest in programs and facilities that are addressing both the technical and soft "skills gap" . With the launch of the SCACOG *Entrepreneur Friendly Toolkit*, communities now have a tool for supporting and attracting small business development. A rise in the number of business incubators and accelerators is also helping the cause of regional entrepreneurship. Information about the robust and diverse network of business capital providers in the region is being shared by organizations such as *Ten at the Top* and through the Entrepreneur Friendly Toolkit. Agribusiness/Local Food, downtown development, and tourism are all enhancing local asset-based economic development. Lastly, with a Metropolitan Export Plan in place and a Metropolitan Foreign Direct Investment Plan underway as part of the Brookings Institution's *Global Cities Initiative*, the region is positioning itself to become a global leader in international business.

## Continued Plan of Action

SCACOG, serving as the federal Economic Development District Organization, will (1) continue to work with the CEDS Steering Committee and continuously evaluate the CEDS Goals, Supportive Findings, Objectives, Action Items, Strategic Partners, Performance Measures, and Timelines, and (2) provide EDA with annual CEDS progress updates.

SCACOG will carry out CEDS 2013-2017 in a manner which:

- Promotes economic development and opportunity;
- Fosters effective transportation access;
- Enhances and protects the environment;
- Maximizes effective development and use of the workforce consistent with any applicable State or local workforce investment strategy;
- Promotes the use of technology in economic development, including access to high-speed telecommunications;
- Balances resources through sound management of physical development; and
- Obtains and utilizes funds and other resources

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR ANDERSON COUNTY

ORDINANCE NUMBER 2015-023

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Signature page to follow**



**FOR ANDERSON COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_

Tommy Dunn, Chairman  
Anderson County Council

(SEAL)

**ATTEST:**

By: \_\_\_\_\_

Kimberly A. Poulin, Clerk to Council  
Anderson County Council

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Leon C. Harmon  
Anderson County Attorney

First Reading: August 4, 2015  
Second Reading: August 18, 2015  
Public Reading: August 18, 2015  
Third Reading: September 1, 2015

**Exhibit A**

**Description of Property**

## EXHIBIT A

### Property Description

#### PARCEL 1:

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

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

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

#### Area 1

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

#### Area 2

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

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

AND FURTHER LESS AND EXCEPTING, THE FOLLOWING:

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

AND

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

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

TMS#: 250-00-06-001

PARCEL 2:

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

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

TMS#: 250-00-06-005

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

**Exhibit B**

**Form of Infrastructure Credit Agreement**

**EXHIBIT B**

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

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

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

HOMTEX WEAVING, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



**Infrastructure Credit Agreement**

**among**

**Anderson County, South Carolina,**

**Homtex Weaving, LLC,**

**And**

**Wootten Properties SC, LLC**

**September 1, 2015**

## INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of September 1, 2015 (the "Agreement"), among ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), HOMTEX WEAVING, LLC (the "Tenant"), a South Carolina limited liability company, and WOOTTEN PROPERTIES SC, LLC, a South Carolina limited liability company (the "Landlord" and with the Tenant and the County, the "Parties," each, a "Party").

### WITNESSETH:

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

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

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

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

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

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

WHEREAS, pursuant to the County's Ordinance No. 2015-023 (the "Ordinance"), the County authorized the expansion of the boundaries of the Park and an amendment to the Master Park Agreement to (i) include the Property and the Project in the Park and (ii) extend the term of the Park through the Term of this Agreement, as defined below; and

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

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

## **ARTICLE I REPRESENTATIONS**

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

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

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

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

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

## **ARTICLE II INFRASTRUCTURE CREDITS**

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

### **SECTION 2.02. Infrastructure Credits.**

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

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

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

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

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

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

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

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

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

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

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

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

#### SECTION 2.03. Allocation of Credit

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

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

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

### **ARTICLE III DEFAULTS AND REMEDIES**

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

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

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



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

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

## **ARTICLE IV MISCELLANEOUS**

### **SECTION 4.01. Examination of Records; Confidentiality.**

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

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

### **SECTION 4.02. Indemnity Covenants.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[COUNTERPART SIGNATURE PAGES FOLLOW]

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

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman Anderson County Council

(SEAL)

ATTEST:

Kimberly A. Poulin, Clerk to Council Anderson  
County Council

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

HOMTEX WEAVING, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

WOOTTEN PROPERTIES SC, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ANDERSON COUNTY, SOUTH CAROLINA

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Tommy Dunn, Chairman  
Anderson County Council

(SEAL)  
ATTEST:

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Kimberly A. Poulin, Clerk to Council  
Anderson County Council

Approved as to form:

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Leon C. Harmon, County Attorney

First Reading: August 4, 2015  
Second Reading: August 18, 2015  
Public Hearing: August 18, 2015  
Third Reading: September 1, 2015

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

Exhibit A

Legal Description of Exempted Property

4813-2166-1976, v. 2

All that certain piece, parcel, or lot of land situate, lying, and being in the State of South Carolina, County of Anderson, being more fully shown as containing 35.993 acres, more or less, on a survey prepared by Adtech Surveying, Inc., dated January 7, 2014, and being recorded in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Book/Slide 52071 at Page 8, and being more particularly described as follows according to said survey: BEGINNING at an iron pin set (the Point of Beginning) lying on the margin of SC Hwy. 86 and located N 72°56'05" W from the intersection of SC Hwy. 86 and Old Williamston Road (the Point of Commencement), thence N 09°21'49" E a distance of 1418.51 feet to a axle found; thence S 59°19'41" E a distance of 279.25 feet to an iron pin found; thence S 61°09'31" E a distance of 132.38 feet to an iron pin found; thence S 77°57'31" E a distance of 179.84 feet to an iron pin found; thence S 58°34'18" E a distance of 691.08 feet to an iron pin found; thence S 83°13'21" E a distance of 571.22 feet to an iron pin found at the margin of Old Williamston Road; thence S 09°19'35" W a distance of 147.78 feet to a concrete monument found; thence S 10°18'24" W a distance of 127.84 feet to an iron pin found; thence S 30°56'57" W a distance of 94.69 feet to an iron pin found; thence S 41°47'26" W a distance of 98.98 feet to an iron pin found; thence S 52°17'55" W a distance of 98.90 feet to an iron pin found; thence S 62°17'42" W a distance of 92.64 feet to an iron pin found; thence S 66°57'40" W a distance of 314.97 feet to an iron pin found; thence S 57°23'24" W a distance of 62.45 feet to an iron pin set at the margin of Old Williamston Road; thence N 32°36'34" W a distance of 138.07 feet to an iron pin set; thence N 81°38'42" W a distance of 483.27 feet to an iron pin set; thence S 08°21'18" W a distance of 20.00 feet to an iron pin set; thence N 81°38'42" W a distance of 200.37 feet to an iron pin set; thence S 19°13'14" W a distance of 428.35 feet to an iron pin set at the Margin of SC Hwy 86; thence N 70°46'46" W a distance of 66.00 feet to an iron pin found; thence N 64°29'08" W a distance of 107.94 feet to an iron pin found; thence S 25°16'25" W a distance of 2.74 feet to an iron pin found; thence N 62°59'05" W a distance of 224.40 feet to an iron pin set, which is the point of beginning, having an area of 1567839.8 square feet, 35.993 acres.

**EXHIBIT B**  
**FORM OF CREDIT AGREEMENT**

**AMENDED AND RESTATED**  
**INFRASTRUCTURE CREDIT AGREEMENT**

between

**ANDERSON COUNTY, SOUTH CAROLINA**

and

**PIEDMONT COCA-COLA BOTTLING PARTNERSHIP**

September 1, 2015

## INFRASTRUCTURE CREDIT AGREEMENT

This AMENDED AND RESTATED INFRASTRUCTURE CREDIT AGREEMENT, effective as of September 1, 2015 ("Agreement"), between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina ("County") and PIEDMONT COCA-COLA BOTTLING PARTNERSHIP ("Company" and with the County, "Parties," each, a "Party"), a Delaware general partnership.

### WITNESSETH:

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

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

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

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

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

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

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

WHEREAS, pursuant to the County's Ordinance No. 2015-024, the County authorized the expansion of the boundaries of the Park and an amendment to the Master Park Agreement to (i) include the Property and the Project in the Park and (ii) extend the term of the Park through the Term of this Agreement, as defined below; and

WHEREAS, pursuant to the County's Ordinance No. 2015-024, the County previously approved an Infrastructure Credit Agreement ("Original Credit Agreement") by and among the County, the Company, and a party that was to serve as landlord of the Project;

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

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

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

WHEREAS, pursuant to the County's Ordinance No. 2015-024 (the "Ordinance"), the County further authorized the execution and delivery of this Agreement and agreed to provide Infrastructure Credits for a period of 10 years ("Term") against the Company's Fee Payments on the Project to reimburse the Company for qualifying expenditures on Infrastructure, subject to the terms and conditions below.

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

## **ARTICLE I REPRESENTATIONS**

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

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

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

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



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

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

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

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

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

## **ARTICLE II INFRASTRUCTURE CREDITS**

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

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

### SECTION 2.02. Infrastructure Credits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### SECTION 2.03. Allocation of Credit

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

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

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

### **ARTICLE III**

## **DEFAULTS AND REMEDIES**

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

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

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

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

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

## **ARTICLE IV MISCELLANEOUS**

### **SECTION 4.01. Examination of Records; Confidentiality.**

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

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

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

#### SECTION 4.02. Indemnity Covenants.

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

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

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

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

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

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

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

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

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

- (a) if to the County: Anderson County, South Carolina  
Attn: Anderson County Administrator  
101 South Main Street  
Anderson, South Carolina 29621  
Fax: 864-260-4356
- (b) with a copy to Anderson County Attorney  
101 South Main Street  
Anderson, South Carolina 29621  
Fax: 864-260-4356
- (c) if to the Company: Piedmont Coca-Cola Bottling Partnership  
Attn: Tax Department  
4115 Coca-Cola Plaza  
Charlotte, NC 28211-3400  
Fax: 704-557-4030
- (d) with a copy to Haynsworth Sinkler Boyd, P.A.  
(does not constitute notice): 1201 Main Street, Suite 2200  
Post Office Box 11889  
Columbia, South Carolina 29211-1889  
Fax: (803) 765-1243

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

**SECTION 4.07. Administrative Fees.**

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

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

**SECTION 4.09. Agreement to Sign Other Documents.** The County agrees that it will from time to time upon request and expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall



never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of South Carolina.

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

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

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

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

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

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

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

ANDERSON COUNTY, SOUTH CAROLINA

---

Tommy Dunn, Chairman  
Anderson County Council

(SEAL)  
ATTEST:

---

Kimberly A. Poulin, Clerk to Council  
Anderson County Council

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

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

Exhibit A

Legal Description of Exempted Property

4813-2166-1976, v. 2

All that certain piece, parcel, or lot of land situate, lying, and being in the State of South Carolina, County of Anderson, being more fully shown as containing 35.993 acres, more or less, on a survey prepared by Adtech Surveying, Inc., dated January 7, 2014, and being recorded in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Book/Slide 2011 at Page 8, and being more particularly described as follows according to said survey: BEGINNING at an iron pin set (the Point of Beginning) lying on the margin of SC Hwy. 86 and located N 72°56'05" W from the intersection of SC Hwy. 86 and Old Williamston Road (the Point of Commencement), thence N 09°21'49" E a distance of 1418.51 feet to a axle found; thence S 59°19'41" E a distance of 279.25 feet to an iron pin found; thence S 61°09'31" E a distance of 132.38 feet to an iron pin found; thence S 77°57'31" E a distance of 179.84 feet to an iron pin found; thence S 58°34'18" E a distance of 691.08 feet to an iron pin found; thence S 83°13'21" E a distance of 571.22 feet to an iron pin found at the margin of Old Williamston Road; thence S 09°19'35" W a distance of 147.78 feet to a concrete monument found; thence S 10°18'24" W a distance of 127.84 feet to an iron pin found; thence S 30°56'57" W a distance of 94.69 feet to an iron pin found; thence S 41°47'26" W a distance of 98.98 feet to an iron pin found; thence S 52°17'55" W a distance of 98.90 feet to an iron pin found; thence S 62°17'42" W a distance of 92.64 feet to an iron pin found; thence S 66°57'40" W a distance of 314.97 feet to an iron pin found; thence S 57°23'24" W a distance of 62.45 feet to an iron pin set at the margin of Old Williamston Road; thence N 32°36'34" W a distance of 138.07 feet to an iron pin set; thence N 81°38'42" W a distance of 483.27 feet to an iron pin set; thence S 08°21'18" W a distance of 20.00 feet to an iron pin set; thence N 81°38'42" W a distance of 200.37 feet to an iron pin set; thence S 19°13'14" W a distance of 428.35 feet to an iron pin set at the Margin of SC Hwy 86; thence N 70°46'46" W a distance of 66.00 feet to an iron pin found; thence N 64°29'08" W a distance of 107.94 feet to an iron pin found; thence S 25°16'25" W a distance of 2.74 feet to an iron pin found; thence N 62°59'05" W a distance of 224.40 feet to an iron pin set, which is the point of beginning, having an area of 1567839.8 square feet, 35.993 acres.

**EXHIBIT B**

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

**[TO BE PROVIDED]**

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

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

\_\_\_\_\_

**AMENDED AND RESTATED  
INFRASTRUCTURE CREDIT AGREEMENT**

**between**

**ANDERSON COUNTY, SOUTH CAROLINA**

**and**

**PIEDMONT COCA-COLA BOTTLING PARTNERSHIP**

**September 1, 2015**

## INFRASTRUCTURE CREDIT AGREEMENT

This AMENDED AND RESTATED INFRASTRUCTURE CREDIT AGREEMENT, effective as of September 1, 2015 ("Agreement"), between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina ("County") and PIEDMONT COCA-COLA BOTTLING PARTNERSHIP ("Company" and with the County, "Parties," each, a "Party"), a Delaware general partnership.

### WITNESSETH:

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

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

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

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

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

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



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

WHEREAS, pursuant to the County's Ordinance No. 2015-024, the County authorized the expansion of the boundaries of the Park and an amendment to the Master Park Agreement to (i) include the Property and the Project in the Park and (ii) extend the term of the Park through the Term of this Agreement, as defined below; and

WHEREAS, pursuant to the County's Ordinance No. 2015-024, the County previously approved an Infrastructure Credit Agreement ("Original Credit Agreement") by and among the County, the Company, and a party that was to serve as landlord of the Project;

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

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

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

WHEREAS, pursuant to the County's Ordinance No. 2015-024 (the "Ordinance"), the County further authorized the execution and delivery of this Agreement and agreed to provide Infrastructure Credits for a period of 10 years ("Term") against the Company's Fee Payments on the Project to reimburse the Company for qualifying expenditures on Infrastructure, subject to the terms and conditions below.

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

## **ARTICLE I REPRESENTATIONS**

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

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

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

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

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

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

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

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

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

## **ARTICLE II INFRASTRUCTURE CREDITS**

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

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

### SECTION 2.02. Infrastructure Credits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### SECTION 2.03. Allocation of Credit

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

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

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

### **ARTICLE III**

## **DEFAULTS AND REMEDIES**

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

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

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

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

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

## **ARTICLE IV MISCELLANEOUS**

### **SECTION 4.01. Examination of Records; Confidentiality.**

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

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

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

#### SECTION 4.02. Indemnity Covenants.

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

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

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

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

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

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

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

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



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

- (a) if to the County: Anderson County, South Carolina  
Attn: Anderson County Administrator  
101 South Main Street  
Anderson, South Carolina 29621  
Fax: 864-260-4356
- (b) with a copy to Anderson County Attorney  
101 South Main Street  
Anderson, South Carolina 29621  
Fax: 864-260-4356
- (c) if to the Company: Piedmont Coca-Cola Bottling Partnership  
Attn: Tax Department  
4115 Coca-Cola Plaza  
Charlotte, NC 28211-3400  
Fax: 704-557-4030
- (d) with a copy to Haynsworth Sinkler Boyd, P.A.  
(does not constitute notice): 1201 Main Street, Suite 2200  
Post Office Box 11889  
Columbia, South Carolina 29211-1889  
Fax: (803) 765-1243

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

**SECTION 4.07. Administrative Fees.**

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

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

**SECTION 4.09. Agreement to Sign Other Documents.** The County agrees that it will from time to time upon request and expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall

never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of South Carolina.

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

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

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

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

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

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

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

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

ANDERSON COUNTY, SOUTH CAROLINA

---

Tommy Dunn, Chairman  
Anderson County Council

(SEAL)  
ATTEST:

---

Kimberly A. Poulin, Clerk to Council  
Anderson County Council

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

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

***[REMAINDER OF PAGE INTENTIONALLY BLANK]***

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

Exhibit A

Legal Description of Exempted Property

4813-2166-1976, v. 2

All that certain piece, parcel, or lot of land situate, lying, and being in the State of South Carolina, County of Anderson, being more fully shown as containing 35.993 acres, more or less, on a survey prepared by Adtech Surveying, Inc., dated January 7, 2014, and being recorded in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Book/Slide S2011 at Page 8, and being more particularly described as follows according to said survey: BEGINNING at an iron pin set (the Point of Beginning) lying on the margin of SC Hwy. 86 and located N 72°56'05" W from the intersection of SC Hwy. 86 and Old Williamston Road (the Point of Commencement), thence N 09°21'49" E a distance of 1418.51 feet to a axle found; thence S 59°19'41" E a distance of 279.25 feet to an iron pin found; thence S 61°09'31" E a distance of 132.38 feet to an iron pin found; thence S 77°57'31" E a distance of 179.84 feet to an iron pin found; thence S 58°34'18" E a distance of 691.08 feet to an iron pin found; thence S 83°13'21" E a distance of 571.22 feet to an iron pin found at the margin of Old Williamston Road; thence S 09°19'35" W a distance of 147.78 feet to a concrete monument found; thence S 10°18'24" W a distance of 127.84 feet to an iron pin found; thence S 30°56'57" W a distance of 94.69 feet to an iron pin found; thence S 41°47'26" W a distance of 98.98 feet to an iron pin found; thence S 52°17'55" W a distance of 98.90 feet to an iron pin found; thence S 62°17'42" W a distance of 92.64 feet to an iron pin found; thence S 66°57'40" W a distance of 314.97 feet to an iron pin found; thence S 57°23'24" W a distance of 62.45 feet to an iron pin set at the margin of Old Williamston Road; thence N 32°36'34" W a distance of 138.07 feet to an iron pin set; thence N 81°38'42" W a distance of 483.27 feet to an iron pin set; thence S 08°21'18" W a distance of 20.00 feet to an iron pin set; thence N 81°38'42" W a distance of 200.37 feet to an iron pin set; thence S 19°13'14" W a distance of 428.35 feet to an iron pin set at the Margin of SC Hwy 86; thence N 70°46'46" W a distance of 66.00 feet to an iron pin found; thence N 64°29'08" W a distance of 107.94 feet to an iron pin found; thence S 25°16'25" W a distance of 2.74 feet to an iron pin found; thence N 62°59'05" W a distance of 224.40 foot to an iron pin set, which is the point of beginning, having an area of 1567839.8 square feet, 35.993 acres.

**EXHIBIT B**

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

**[TO BE PROVIDED]**

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

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

\_\_\_\_\_

**ORDINANCE NO. 2015-025**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE PURCHASE AGREEMENT IN AN AMOUNT NOT TO EXCEED \$5,300,000 RELATING TO THE ACQUISITION OF CERTAIN VEHICLES AND EQUIPMENT BY ANDERSON COUNTY, SOUTH CAROLINA; AUTHORIZING THE EXECUTION AND DELIVERY OF ALL OTHER DOCUMENTS NECESSARY OR APPROPRIATE TO IMPLEMENT SUCH LEASE PURCHASE AGREEMENT; AND PROVIDING FOR OTHER MATTERS RELATING THERETO.**

WHEREAS, Anderson County, South Carolina, is a body politic and corporate and a political subdivision organized and existing under the laws of the State of South Carolina (the "County"); and

WHEREAS, the County is authorized to acquire and lease property by means of lease-purchase financing which, excluding any real property and permanent improvements thereon, do not count against the limitation set forth in Article X, Section 14, paragraph 7(a) of the South Carolina Constitution and Section 11-27-110 of the Code of Law of South Carolina 1976, as amended; and

WHEREAS, the County, has determined that there is a need for the acquisition of certain vehicles and equipment, including such vehicles and equipment as shown Exhibit A attached hereto (collectively, the "Equipment"). The total cost of the Equipment is estimated to be \$5,300,000; and

WHEREAS, prior to finalizing the lease financing for the acquisition of the Equipment, the County intends to pay all or a portion of the costs of the Equipment and intends to reimburse itself from the proceeds of the lease financing. Treasury Regulation Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended (the "Code") provides for the reimbursement of such expenditures from the proceeds of the lease financing, under certain conditions; and

WHEREAS, the County Council of Anderson County, South Carolina (the "County Council") has determined that it would be in the best interest of the County to acquire the Equipment and to finance the Equipment under a lease-purchase financing; and

WHEREAS, the issuance of lease financing obligations in the amount of not exceeding \$5,300,000 will be required to acquire the Equipment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL, in meeting duly assembled, and by the authority thereof, as follows:

1. The County hereby approves the acquisition and financing of the Equipment and ratifies and approves the actions previously taken by the County Administrator and the Central Administrator Services Director of the County to solicit bids from various financial institutions to finance the Equipment under a lease purchase agreement (the "Lease Purchase Agreement"). The County hereby accepts the bid submitted by [INSERT NAME OF WINNING BIDDER]

(the "Lessor"). The County Council hereby delegates to the County Administrator the authority to determine: (a) the final principal amount of the Lease Purchase Agreement, which amount shall not exceed \$5,300,000; (b) any necessary adjustment to the proposed principal and interest repayment schedule under the Lease Purchase Agreement which may be necessary to reflect the final principal amount determined pursuant to clause (a); and (c) such other terms and conditions as shall be in the interests of the County and as shall not be inconsistent with this Ordinance.

2. The Lease Purchase Agreement will be subject to annual appropriation by the County Council. Further, the Lease Purchase Agreement does not constitute a "financing agreement" and the items refinanced pursuant to such Lease Purchase Agreement do not constitute an "asset" as such terms are defined in Section 11-27-110 of the Code of Laws of South Carolina 1976, as amended; therefore, the principal amount of such Lease Purchase Agreement will not be included when calculating the County's constitutional debt limit under Article X, Section 14 of the Constitution of the State of South Carolina.

3. Without further authorization, the County Administrator is authorized to approve the form, terms and provisions of the Lease Purchase Agreement. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Lease Purchase Agreement in the name and on behalf of the County. The Clerk to County Council is hereby authorized to affix the seal of the County and to attest thereto. The Lease Purchase Agreement is to be in the form as shall be approved by the County Administrator, the County Administrator's execution thereof to constitute conclusive evidence of such approval.

4. The County Administrator, Chairman of County Council, Finance Manager and Clerk to County Council are severally fully empowered, authorized and directed to take such further action and to execute and deliver such additional documents, and the transactions contemplated herein, and the action of such officers in executing and delivering any of such documents, in such forms as the County Administrator shall approve upon the advice of the County Attorney, is hereby fully authorized and directed.

5. It is anticipated that the Lease Purchase Agreement shall be entered into on a federal tax-exempt basis. Accordingly, the County, as lessee thereunder, agrees and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest components of the lease payments under such Lease Purchase Agreement to become includable in the gross income for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of issuance of the Lease Purchase Agreement and that it will comply with all applicable provisions of Section 103 and Sections 141 through 150 of the Code, and any regulations promulgated thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest portion of the lease payments under the Lease Purchase Agreement; and to that end the County shall:

- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Lease Purchase Agreement is outstanding;



- (b) establish such funds, make such calculations and pay such amounts in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the time and places required by the Code.

The County reasonably anticipates that it will not issue more than \$10,000,000 in tax-exempt obligations which are not "private activity bonds" during this calendar year within the meaning of Section 265(b) of the Code, and hereby designates the Lease Purchase Agreement as a "qualified tax-exempt obligation" in accordance with Section 265(b)(3) of the Code.

6. In compliance with Section 11-1-85 of the Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five percent (5%) of the County's revenue or its tax base.

7. Pursuant to Treasury Regulation Section 1.150-2 promulgated under the Code, the County declares its intention to reimburse itself from proceeds under the Lease Purchase Agreement authorized herein for expenditures relating to the purchase of the Equipment, which it pays for with its own funds not more than 60 days prior to the date of the enactment of this Ordinance. The County expects the reimbursement to be funded in an amount not exceeding \$5,300,000. The County acknowledges the following: (i) any such reimbursement must be made not later than eighteen months after the later of the date on which the expenditure to be reimbursed is paid or the date on which the Equipment is placed in service or abandoned, but in no event more than three years after the date on which the expenditure to be reimbursed was paid; (ii) each of the costs to be reimbursed is of a type that is properly chargeable to a capital account or would be chargeable to a capital account with a proper election to do so; (iii) the County's expectation to reimburse itself for costs of the Equipment which it pays before receiving the proceeds from the Lease Purchase Agreement authorized herein is reasonable; (iv) the County does not have a pattern of failing to reimburse itself for expenditures, which it has made and with respect to which resolutions or ordinances similar to this Ordinance have been adopted or enacted; (v) the funds applied to the temporary payment of the costs of the Equipment are needed on a long-term basis for other purposes and are not, therefore, available for the permanent payment of the Equipment costs; and (vi) no other funds of the County are reserved or otherwise set aside for the payment of costs of the Equipment for which reimbursement is expected.

8. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

9. This Ordinance shall become effective immediately upon third reading by County Council.

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

11. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict only, hereby repealed, revoked, and rescinded.

**ENACTED** in meeting duly assembled this \_\_\_\_ day of \_\_\_\_\_, 2015.

(End of Ordinance, signature page follows)

**ATTEST:**

\_\_\_\_\_  
Rusty Burns  
Anderson County Administrator

\_\_\_\_\_  
Kimberly A. Poulin  
Clerk to Council

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Leon C. Harmon  
Anderson County Attorney

**FOR ANDERSON COUNTY**

\_\_\_\_\_  
Tommy Dunn, Chairman  
Anderson County Council

First Reading: August 18, 2015  
Public Hearing and  
Second Reading: \_\_\_\_\_, 2015  
Third Reading: \_\_\_\_\_, 2015

## EXHIBIT A

### VEHICLE AND EQUIPMENT LIST

TYPE	DEPARTMENT	ASSET CLASSIFICATION	ESTIMATED COST
Vehicle	Building and Grounds	Auto Admin Pick Up	\$40,000.00
Vehicle	Building and Grounds	Auto Admin Pick Up	\$27,000.00
Vehicle	Building and Grounds	Auto Admin Pick Up	\$25,200.00
Vehicle	Building and Grounds	Truck Work Body	\$40,000.00
Vehicle	Building and Grounds	Auto Admin Pick Up	\$22,600.00
Vehicle	Economic Development	Auto Admin SUV 4x4	\$45,000.00
Vehicle	Assessor	Auto Admin Pick Up	\$27,000.00
Vehicle	Assessor	Auto Admin Pick Up	\$27,000.00
Vehicle	Assessor	Auto Admin Sedan	\$27,000.00
Vehicle	Assessor	Auto Admin Sedan	\$27,000.00
Vehicle	Purchasing	Auto Admin Van	\$24,000.00
Vehicle	Assessor	Auto Admin Sedan	\$27,000.00
Vehicle	Purchasing	Auto Admin SUV 4x4	\$33,600.00
Vehicle	Animal Shelter	Auto Admin Pick Up	\$48,000.00
Vehicle	Detention Center	Auto Admin Pick Up	\$40,800.00
Vehicle	Public Safety	Auto Admin SUV 4x4	\$43,000.00
Vehicle	Public Safety	Auto Admin SUV 4x4	\$43,000.00
Vehicle	Environmental Enforcement	Auto Admin SUV 4x4	\$45,000.00
Vehicle	Environmental Enforcement	Auto Admin SUV 4x4	\$45,000.00
Vehicle	Communications-Technical Services	Pickup	\$45,000.00
Vehicle	Roads & Bridges	Auto Admin Pick-up 4x4	\$37,600.00
Vehicle	Roads & Bridges	Auto Admin Pick Up	\$22,400.00
Vehicle	Roads & Bridges	Truck Work Body	\$34,000.00
Vehicle	Roads & Bridges	Truck Work Body	\$39,800.00
Vehicle	Roads & Bridges	Truck Work Body 4x4	\$34,600.00
Vehicle	Roads & Bridges	Truck Work Body	\$42,000.00
Vehicle	Transportation Division	Auto Admin SUV 4x4	\$31,000.00
Vehicle	Fleet Services	Auto Admin Pick Up	\$50,000.00
Vehicle	Building and Codes	Auto Admin SUV	\$27,000.00
Vehicle	Building and Codes	Auto Admin SUV	\$27,000.00
Vehicle	Sport Complex	Golfcart	\$6,500.00
Vehicle	Sport Complex	All Terrain Vehicle	\$9,000.00

Vehicle	Emergency Medical Services	Auto Admin SUV 4x4	\$25,000.00
Vehicle	Emergency Medical Services	Auto Admin Sedan	\$32,900.00
Vehicle	Emergency Medical Services	Golf Cart	\$11,000.00
Vehicle	Coroner	Auto Admin SUV 4x4	\$37,000.00
Heavy Equipment	Roads & Bridges	Roll-off or Cable Pull Truck	\$170,000.00
Heavy Equipment	Roads & Bridges	Roll-off or Cable Pull Truck	\$170,000.00
Heavy Equipment	Roads & Bridges	Single Axle Dump Truck	\$120,000.00
Heavy Equipment	Roads & Bridges	Single Axle Dump Truck	\$120,000.00
Heavy Equipment	Roads & Bridges	Tandem Axle Dump Truck	\$120,000.00
Heavy Equipment	Roads & Bridges	Tandem Axle Dump Truck	\$120,000.00
Heavy Equipment	Roads & Bridges	Tandem Axle Dump Truck	\$120,000.00
Heavy Equipment	Roads & Bridges	Single Axle Dump Truck	\$67,000.00
Heavy Equipment	Roads & Bridges	Excavator	\$350,000.00
Heavy Equipment	Roads & Bridges	Tandem Axle Dump Truck	\$120,000.00
Heavy Equipment	Roads & Bridges	Single Axle Dump Truck	\$67,700.00
Heavy Equipment	Roads & Bridges	Roadside Tractor	\$80,800.00
Heavy Equipment	Roads & Bridges	Roadside Tractor	\$80,800.00
Heavy Equipment	Roads & Bridges	Backhoe 4x4	\$91,800.00
Heavy Equipment	Roads & Bridges	Backhoe 4x4	\$91,800.00
Heavy Equipment	Roads & Bridges	Backhoe 4x4	\$95,000.00
Heavy Equipment	Roads & Bridges	Roadside Tractor	\$90,700.00
Heavy Equipment	Roads & Bridges	Single Axle Dump Truck	\$150,000.00
Heavy Equipment	Roads & Bridges	Mobile Excavator	\$300,000.00
Heavy Equipment	Solid Waste	Trash Compactor-Condor	\$209,000.00
Heavy Equipment	Solid Waste	40-yard Container with Lid	\$54,900.00
Heavy Equipment	Solid Waste	Dozer Landfill	\$460,000.00
Heavy Equipment	Solid Waste	Excavator	\$335,000.00
Heavy Equipment	Civic Center	Forklift	\$27,000.00
Heavy Equipment	Civic Center	High Lift	\$54,000.00
Heavy Equipment	Sport Complex	Agricultural Tractor	\$42,000.00
Heavy Equipment	Parks and Recreation	Skid Steer Loader	\$50,000.00
Heavy Equipment	Parks and Recreation	Bucket	\$1,000.00
Heavy Equipment	Fleet Services	Crane	\$25,000.00
Heavy Equipment	Roads and Bridges	Gradall	\$230,000.00
Equipment	Building and Grounds	Trailer	\$5,000.00
Equipment	Building and Grounds	Agricultural Tractor	\$20,000.00
Equipment	Building and Grounds	Trailer	\$10,000.00
Equipment	Fleet Services	Tank Monitoring Unit	\$25,000.00
Equipment	Civic Center	Floor Scrubber	\$19,000.00
Equipment	Sport Complex	Zero Turn	\$18,000.00
Equipment	Parks and Recreation	12' Trailer	\$8,000.00

Equipment	Roads and Bridges	Power Hammer	\$5,000.00
Equipment	Fleet Services	DEF Pump	\$2,000.00
Equipment	Fleet Services	Standard Duty Brush Cutter	<u>\$5,500.00</u>
<b>TOTAL BORROWING</b>			<u><b>\$5,300,000.00</b></u>



## AGENDA

### ANDERSON COUNTY FINANCE COMMITTEE MEETING

August 27, 2015 1:00 p.m.

Historic Courthouse – Council Chambers - Second Floor

Chairman Francis M. Crowder, Sr. – Presiding

Tommy Dunn  
Chairman  
Council District 5

Ken Waters  
Vice-Chairman  
Council District 6

Francis M. Crowder, Sr.  
Council District 1

Gracie S. Floyd  
Council District 2

J. Mitchell Cole  
Council District 3

Thomas F. Allen  
Council District 4

M. Cindy Wilson  
Council District 7

Kimberly A. Poulin  
Clerk to Council

Rusty Burns  
County Administrator

Post Office Box 8002  
Anderson, SC 29627-8002  
864-250-4224  
864-250-1046 fax  
www.andersoncountysc.org

#### Agenda Item

1. Call to Order
2. Invocation and Pledge of Allegiance
3. Economic Development Issues
  - a. Spec Building
  - b. Industrial Park Possibilities
4. Grants
  - a. 2015 Community Forestry Financial Assistance Program
  - b. 2015 LEMPG Grant
5. Shredding
6. Transfer
7. Citizens Comments
8. Adjournment

#### Person Addressing Item

Chairman Crowder  
Honorable Francis Crowder  
  
Mr. Rusty Burns  
Mr. Rusty Burns  
  
Mr. Rusty Burns  
Mr. Rusty Burns  
  
Mr. Rusty Burns  
  
Ms. Rita Davis

#### Members

The Honorable Francis M. Crowder, Sr. Chairman  
The Honorable M. Cindy Wilson  
The Honorable Tom Allen

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ANDERSON COUNTY GRANT FISCAL IMPACT FORM

2012-2017 FISCAL IMPACT		Dept	5062	Planning & Community Development				
Grant Name: Green Infrastructure Plan - SC Forestry Commission		Area Served:	Council District:					
Grant Number: TBD		County-wide	All Districts					
Grant Period: August 2015 - December 2016								
Grant Award: TBD (Requested \$7,000)								
Project Manager: Celia Boyd Myers		Justification: The SC Forestry Commission is awarding several grants to SC agencies in order to assist in the preparation of mapping their natural resources and creating a Green Infrastructure plan. Natural resources are vital components to any county and once lost, are difficult to regain. These maps will help Anderson County inventory and prioritize its assets and to create long-range plans for their protection and utilization. The public will be very involved throughout the process, through advisory committees and public meetings. The consultant will have the required GIS Spatial Analyst software license in order to create the maps. Currently, Anderson County does not have this software.						
Contact Number: 864-260-4720								
Grant Description: (use back of form for more details) The grant, if awarded, will be used to pay for a consultant to assist in creating Green Infrastructure maps in order to inventory and plan for our natural resources.								
COSTS		Ongoing Grant Commitments						
	Grant Award Amount	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	Cumulative Operational Costs
Personnel					5,500	2,125		7,625
Operating Cost					500	250		750
Contractual Costs	7,000							7,000
Insurance Costs								
Capital Costs								
Total	7,000				6,000	2,375		15,375
FTE (new)								
Source of Funds								
Personnel in-kind (5062, 5044 and 5065)					3,500	1,125		4,625
Personnel in-kind (citizen volunteers' time - no county employees or funds)					2,000	1,000		3,000
Operating in-kind (use of county buildings for public meetings and 5062 copier)					500	250		750
Contractual - SC Forestry Commission grant award	7,000							7,000
Total Funds	7,000							15,375

If Grant is for capital items, please complete the Grant Capital Items form and attach to fiscal impact form a form that shows location where items will be used. If new capital items to be purchased replaces items already on hand, please state how and where old items are to used.

Form approved for submission by: \_\_\_\_\_  
Date Approved by Finance Committee: \_\_\_\_\_  
Date Approved by County Council: \_\_\_\_\_  
Date Grant Awarded: \_\_\_\_\_



# 2015 APPLICATION FORM

## Community Forestry Financial Assistance Program

FOR OFFICIAL USE ONLY

Date Received: 2019

Grant #: \_\_\_\_\_

### PROJECT INFORMATION

**Project Title:** Green Infrastructure Plans for Counties, Cities and Regions

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

### APPLICANT INFORMATION

**Organization Name:** Anderson County Planning & Community Development

**Contact Person/Project Coordinator** (All correspondence will be mailed to this address)

**Name:** Celia Boyd Myers

**Title:** Planner II

**Complete Mailing address:** Post Office Box 8002, Anderson, South Carolina 29622

**Day Phone:** 864-260-4720 **Fax #:** 864-260-4795 **Email:** cboyd@andersoncountysc.org

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

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

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

### FINANCIAL INFORMATION

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

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

### SIGNATURE OF AGREEMENT

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

Signature of Authorized Representative:

Date:



July 27, 2015

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

Rusty Burns, County Administrator

# 2015 APPLICATION FORM

U&CF Financial Assistance Program  
through the SC Forestry Commission

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## Legislative Information

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

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

**Project Narrative**

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**A. Background**

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

**B. Project Objectives**

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

**C. Strategy**

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

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

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

**D. Cooperation & Partnerships**

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

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

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#### E. Visibility and Impact

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

#### F. Final Products

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

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

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



Form

**W-9**(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service**Request for Taxpayer  
Identification Number and Certification**Give Form to the  
requester. Do not  
send to the IRS.Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Anderson County, SC</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Government</b>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) <b>101 S Main St / PO Box 8002 (29622)</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Anderson SC 29621</b>	
7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number									
or									
Employer identification number									
5	7	-	6	0	0	0	3	0	3

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Amanda Britton</i>
------------------	--

Date ▶ *5-4-15***General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).**Purpose of Form**

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

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

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

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

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

By signing the filled-out form, you:

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

# Upstate Forever

Promoting Sensible Growth and  
Protecting Special Places in the Upstate

9.49

July 22, 2015

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

Dear Mr. Burns:

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

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

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

Sincerely,



Lisa Hallo  
Sustainable Communities Program Director  
Upstate Forever

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

[www.upstateforever.org](http://www.upstateforever.org)

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



# 46  
19 1 of 9

ANDERSON COUNTY GRANT FISCAL IMPACT FORM

2015-2022 FISCAL IMPACT		Dept	5212	Emergency Services				
Grant Name:	Local Emergency Mgmt Performance Grant	Area Served:	Anderson County	Council District:	All			
Grant Number:	2015 LEMPG							
Grant Period:	7/1/15 - 6/30/16							
Grant Award:	\$79,874							
Project Manager:	Taylor Jones							
Contact Number:	864-332-5732							
Grant Description:	<p>The purpose of the LEMPG Program is to make grants to states to assist state, local, tribal and territorial governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). Title VI of the Stafford Act authorizes FEMA to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the federal government and the states and their political subdivisions. The federal government, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title so that a comprehensive emergency preparedness system exists for all hazards.</p>							
Justification:	<p>With this year's LEMPG funds, we have submitted request for the following expenditures:</p> <ol style="list-style-type: none"> <li>1. Tuition reimbursement for one year for 4 employees attending Emergency Management Programs.</li> <li>2. Funding for part-time employee who will perform emergency management reviews and assist with debris management plans, Emergency Operation Plans, Emergency Operating Guidelines, school operation plans, EOC operations plan. The individual will also help develop and review all-hazards plans.</li> <li>3. Travel expenses to attend emergency management workshops (i.e. SCEMA workshop, Citadel, etc).</li> <li>4. CERT supplies: Funding for CERT this year was included with the annual LEMPG grant per SC EMD instead of managing a separate grant.</li> </ol> <p>This grant requires a 50% match each year which is met through reporting salaries for Emergency Management personnel.</p>							
COSTS		Ongoing Grant Commitments						
	Grant Award Amount	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 21-22	Cumulative Operational Costs
Personnel	9,900	79,874						79,874
Operating Cost	69,974							0
Contractual Costs								0
Insurance Costs								0
Capital Costs								0
Total	79,874	0	0	0	0	0	0	79,874
FTE (new)								
Source of Funds								
LEMPG grant 2015	79,874							79,874
50% Match - Met through reporting Emergency Services department salaries & fringes		79,874		0	0	0	0	79,874
Total Funds	79,874	79,874	0	0	0	0	0	159,748

Form approved for submission by: 

Date Approved by Finance Committee: \_\_\_\_\_

Date Approved by County Council: \_\_\_\_\_

**STATE OF SOUTH CAROLINA  
EMERGENCY MANAGEMENT DIVISION  
OFFICE OF THE ADJUTANT GENERAL**

2-f9

**FY-2015 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT APPLICATION  
FOR SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION (SCEMD) USE ONLY**

Grant #: **15EMPG01** Award Date: \_\_\_\_\_  
 Prior Grant #1: **N/A** #2: \_\_\_\_\_ #3: \_\_\_\_\_  
 App#: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_  
 Federal Fiscal Year: **2015** Fund Year: **2015** Program Area: \_\_\_\_\_

**TO BE COMPLETED BY PROJECT DIRECTOR—SEE INSTRUCTIONS**

1. County #: **04** 2. Project Period:  
 County Name: **Anderson** Begin: **July 1, 2015** End: **June 30, 2016**

3. Project Title **97.042 Emergency Management Performance Grant**

4. Project Summary: **This project is directed at augmenting the performance of the Anderson County Emergency Services Division**

5. Type of Application (Check Applicable Line)  
 a. ☒ Initial ☐ Continuation b. Year of Funds ☒ 1<sup>st</sup> ☐ 2<sup>nd</sup> ☐ 3<sup>rd</sup> ☐ Other:  
☐ Revision ☐ Reverted c. ☐ Advance ☒ Reimbursable

6. a. Organization Type: (Check Applicable Line)  
☐ State ☐ City ☒ County  
☐ Private, Non-Profit Organization  
 Other (Specify): \_\_\_\_\_

b. U.S. Congressional District: **03**

7. Name and Address of Implementing Agency  
**Anderson County Emergency Services Division**  
**1019 David Lee Coffee Place**  
**Anderson, SC 29625**  
 (Area) Phone #: **(864) 260-1084**  
 (Area) Fax #: **(864) 260-5067**

**COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION**

8. BUDGET: USE WHOLE DOLLARS ONLY! (For Example: \$1,500 NOT \$1,500.00)

a. BUDGET CATEGORIES	FEDERAL	AGENCY MATCH	TOTAL
Personnel	9,900	79,874	89,774
Contractual Services			
Travel	6,974		6,974
Equipment			
Supplies			
Other	54,000		54,000
WebEOC			
CERT	9,000		9,000
TOTAL:	79,874	79,874	159,748

b. PERCENTAGE: 50% 50% 100%

9. APPROPRIATION OF NON-GRANTOR MATCHING FUNDS:  
☐ State ☒ County ☐ City  
☐ Other (Explain): **Matching funds from Non-Federal Origin**

RECEIVED

MAY 26 2015

Emergency Management Division  
Office of the Adjutant General

EMD FORM LEMPG-15			BUDGET DESCRIPTION			Page 2
ELIGIBLE COSTS (See Page 4)			FEDERAL	MATCHING FUNDS		TOTAL
CATEGORIES				CASH	IN-KIND	
<b>I. PERSONNEL</b>						
A. SALARIES:	# of Hours					
B. EM PROJECT:						
Position Title	On Project	Hourly Salary				
<b>Salaries:</b>						
Division Director	1,790	\$ 44.66	0	✓ 79,874	0	✓ \$79,874
5 Temporary Part-time	184	\$10.00	9,200	0	0 <del>9,900</del>	<del>\$9,900</del>
<b>TOTAL SALARIES:</b>			✓ \$9,200	✓ \$79,874	0	✓ \$89,074
<b>B. EMPLOYER CONTRIBUTIONS (Fringe Benefits):</b>						
Social Security & Medicare (FICA)			700	0	0	\$700
Retirement						
Workers' Compensation Insurance						
Unemployment Insurance						
Health Insurance						
Dental Insurance						
Pre-Retirement Death Benefit						
Other Employer Contributions (Itemize):						
B. EM Project Employer Contributions:						
<b>TOTAL EMPLOYER CONTRIBUTIONS:</b>			✓ \$700	0	0	✓ \$700
<b>TOTAL PERSONNEL:</b>			✓ \$9,900	✓ \$79,874	0	✓ \$89,774
<b>II (a) CONTRACTUAL SERVICES: (Itemize)</b>						
<b>TOTAL CONTRACTUAL SERVICES:</b>			0	0	0	0
<b>III. TRAVEL:</b>						
Itemize—cost						
Registration			1,300	0	0	\$1,300
Hotel/Lodging			4,000	0	0	\$4,000
Meals			1,000	0	0	\$1,000
Fuel			674	0	0	\$674
<b>TOTAL TRAVEL:</b>			✓ \$6,974	0	0	✓ \$6,974

4 of 9

END FORM LEMPG-16		BUDGET DESCRIPTION			Page 3
USE WHOLE DOLLARS ONLY		MATCHING FUNDS			
CATEGORIES		FEDERAL	CASH	IN-KIND	TOTAL
<b>IV. EQUIPMENT (\$1,000 or more per Unit):</b> (Itemize - DO NOT USE BRAND NAME. Also, DO NOT include leased or rented items)					
<u>ITEM</u>	<u>QUANTITY</u>				
<b>TOTAL EQUIPMENT:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>V (a) SUPPLIES: (Describe)</b>					
<b>TOTAL SUPPLIES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>VI (a) OTHER: (Itemize)</b>					
<b>Training - Tuition</b>					
1 Employee - Bachelors in Emergency Mgmt @ Anderson University		19,000	0	0	\$19,000
1 Employee - Masters in Emergency Mgmt & Homeland Security @ Lander University		8,000	0	0	\$8,000
1 Employee - Masters in Emergency Mgmt & Homeland Security @ Arizona State University		16,500	0	0	\$16,500
1 Employee - Bachelors in Psychology & Criminal Justice w/ Emergency Management & Homeland Security Concentration @ Anderson University		10,500	0	0	\$10,500
<b>CERT Supplies</b>		<b>9,000</b>	<b>0</b>	<b>0</b>	<b>\$9,000</b>
<b>TOTAL OTHER:</b>		<b>\$63,000</b>	<b>0</b>	<b>0</b>	<b>\$63,000</b>

**BUDGET NARRATIVE**

List items under each Budget Category heading. Explain exactly how each item in your budget will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided. Please identify detailed items that will be supported with EM Project funds.

**PERSONNEL:**

**Division Director:** Has the authority over the Emergency Services Division of the Anderson County Sheriff's Office and is therefore vital to the Emergency Management function

**Temp Part-time:** There are 5 part-time interns that will be assisting with Emergency Management projects including risk assessments, health & safety checks, developing continuity under the supervision of Emergency Services Personnel. These interns will be part-time for the summer.

**CONTRACTUAL SERVICES:****TRAVEL:**

Funds to be used to attend the SCEMA workshop and other Emergency Management related training workshops or conferences. Estimate is for registrations, hotels, meals, & fuel costs for employees to attend.

**EQUIPMENT:****SUPPLIES:****OTHER:**

\$54,000 is budgeted for tuition costs as approved by SCEMD for 4 employees to complete work towards the following degrees:

- a. Bachelor's degree in Emergency Management from Anderson University. Tuition is estimated for Fall 215, Spring 2016, and Summer 2016 semesters - \$19,000.
- b. Master's degree in Emergency Management & Homeland Security from Arizona State University. Tuition is estimated for Fall 215, Spring 2016, and Summer 2016 semesters- \$16,500.
- c. Master's degree in Emergency Management & Homeland Security from Lander University. Tuition is estimated for Fall 215, Spring 2016, and Summer 2016 semesters- \$8,000.
- d. Bachelor's degree in Psychology & Criminal Justice w/ Emergency Management & Homeland Security Concentration from Anderson University. Tuition is estimated for Fall 215, Spring 2016, and Summer 2016 semesters. This individual will be able to take CLEP exams for 3 classes which are also calculated in these cost figures \$10,500.

**WEBEOC:****CERT:**

Funds used to purchase CERT supplies as a continued effort to support, enhance, and expand the volunteer CERT team.



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**Database of Institutions Accredited By Recognized U.S. Accrediting Organizations**

Anderson University  
 176 Boulevard  
 Anderson, SC 29621  
 United States  
 Phone: (864) 731-2000  
 Fax:  
 Web: www.anderson.edu

Institution Accredited since by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). Please click on the accrediting organization link for the specific dates of the accreditation.

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Lander University  
 375 Stanley Avenue  
 Greensboro, NC 27402  
 United States  
 Phone: (336) 336-6100  
 Fax:  
 Web: www.lander.edu

Institution Accredited since by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). Please click on the accrediting organization link for the specific dates of the accreditation.

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Arizona State University  
 PO Box 2203  
 Tempe, AZ 85287-2203  
 United States  
 Phone: (480) 955-0011  
 Fax: (480) 955-0021  
 Web: www.asu.edu

Institution Accredited since by the Higher Learning Commission (HLC). Please click on the accrediting organization link for the specific dates of the accreditation.

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SOUTH CAROLINA  
EMERGENCY MANAGEMENT DIVISION  
2779 Fish Hatchery Road  
West Columbia, SC 29172-2024

**GRANT AWARD**

**SUBRECIPIENT:** Anderson County Emergency Services Division

**DATE:** July 7, 2015

**GRANT PERIOD:** 07/01/15 – 06/30/16

**PROGRAM NAME:** LEMPG

**CFDA No.:** 97.042


**GRANT NO:** 15EMPG01

**TOTAL AWARD:** \$79,874

The South Carolina Emergency Management Division, Office of the Adjutant General, under the Department of Homeland Security and South Carolina Law Enforcement Division Grant No. 15EMPG01, hereby awards to the aforementioned *SUBRECIPIENT* a federal award in the amount shown above. This amount is inclusive of the Anderson County project award(s) as specified in the *FY-2015 Local Emergency Management Performance Grant* application. South Carolina Emergency Management Division will pay WebEOC costs for those counties that have elected to contract WebEOC support. However, that project and amount must be included in the scope of work and budget worksheets. Additionally, this award includes the amount, if requested, for the CERT program. The CERT work and amount must also be included in the scope of work and budget worksheets. This grant award is subject to the terms and conditions set forth in the application.

The grant shall become effective as of the date of award and upon return of an original signed copy of this document by the *SUBRECIPIENT's* designated official(s) to the South Carolina Emergency Management Division. This award must be accepted within thirty (45) days from the above date. It is agreed that quarterly progress, finance and other reports, as required by the South Carolina Emergency Management Division, must be submitted in accordance with the Terms and Conditions of the award.

The *SUBRECIPIENT*, hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements to include equipment accountability as set forth in 2 Code of Federal Regulations (CFR) 200, as they relate to the application acceptance and use of federal funds.

  
\_\_\_\_\_  
Kim Stenson, Director  
South Carolina Emergency Management Division  
Office of the Adjutant General

**Acceptance for the SUBRECIPIENT:**

  
\_\_\_\_\_  
County Administrator/Manager

**Date:** 7-20-15

g.f.g

**SOUTH CAROLINA  
EMERGENCY MANAGEMENT DIVISION  
2779 Fish Hatchery Road  
West Columbia, SC 29172-2024**

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**GRANT AWARD**

**SUBRECIPIENT:** Anderson County Emergency Services Division

**DATE:** July 7, 2015

**GRANT PERIOD:** 07/01/15 - 06/30/16

**PROGRAM NAME:** LEMPG

**CFDA No.:** 97.042

**GRANT NO:** 15EMPG01


**TOTAL AWARD:** \$79,874

---

The South Carolina Emergency Management Division, Office of the Adjutant General, under the Department of Homeland Security and South Carolina Law Enforcement Division Grant No. 15EMPG01, hereby awards to the aforementioned *SUBRECIPIENT* a federal award in the amount shown above. This amount is inclusive of the Anderson County project award(s) as specified in the *FY-2015 Local Emergency Management Performance Grant* application. South Carolina Emergency Management Division will pay WebEOC costs for those counties that have elected to contract WebEOC support. However, that project and amount must be included in the scope of work and budget worksheets. Additionally, this award includes the amount, if requested, for the CERT program. The CERT work and amount must also be included in the scope of work and budget worksheets. This grant award is subject to the terms and conditions set forth in the application.

The grant shall become effective as of the date of award and upon return of an original signed copy of this document by the *SUBRECIPIENT's* designated official(s) to the South Carolina Emergency Management Division. This award must be accepted within thirty (45) days from the above date. It is agreed that quarterly progress, finance and other reports, as required by the South Carolina Emergency Management Division, must be submitted in accordance with the Terms and Conditions of the award.

The *SUBRECIPIENT*, hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements to include equipment accountability as set forth in 2 Code of Federal Regulations (CFR) 200, as they relate to the application acceptance and use of federal funds.

  
\_\_\_\_\_  
Kim Stenson, Director  
South Carolina Emergency Management Division  
Office of the Adjutant General

*Acceptance for the SUBRECIPIENT:*

  
\_\_\_\_\_  
County Administrator/Manager

Date: 7-20-15



The State of South Carolina  
Military Department

9049



OFFICE OF THE ADJUTANT GENERAL

ROBERT E. LIVINGSTON, Jr.  
MAJOR GENERAL  
THE ADJUTANT GENERAL

July 7, 2015

Taylor Jones, Director  
Anderson County Emergency Services Division  
200 Bleckley Street  
Anderson, SC 29625

REF: 2015 LEMPG Allocations

Dear Mr. Jones:

Enclosed are two copies of the Grant Award allocating Anderson County \$79,874 under the FY2015 Local Emergency Management Performance Grant (LEMPG) for the twelve month grant period. Please return one copy of the award document signed by your authorized county official (administrator/county manager) to the attention of Kim Stenson no later than August 15, 2015. Retain the second copy of the Award Document for your files.

The period of performance for the FY2015 LEMPG is July 1, 2015 to June 30, 2016. Progress and financial reports for this grant award are required quarterly in conjunction with the State Fiscal Year:

<u>PERIOD</u>	<u>DUE DATE</u>
July 1, 2015 - September 30, 2015	October 10, 2015
October 1, 2015 - December 31, 2015	January 10, 2016
January 1, 2016 - March 31, 2016	April 10, 2016
April 1, 2016 - June 30, 2016	July 10, 2016

Progress reports should include the status of all objectives of the grant, detailing delays with anticipated completion dates. Your reporting package should include the worksheets with a brief narrative outlining accomplishments and shortfalls, if any. Financial reports are to be submitted at the same time using the form provided in your application packet. Progress and financial reports should be addressed to Morgan Denny, Director of Finance and Administration. Reimbursements will not be processed until all reports are received for grant compliance.

Budget revisions or extensions to this grant must be submitted to my attention, with a copy to your Regional Emergency Manager. Budget revisions may be processed during the period of performance. Final requests for revisions must be submitted no later than May 31, 2016.

If you have any questions or need further assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Stenson".

Kim Stenson  
Director

Emergency Management Division  
2779 Fish Hatchery Road  
West Columbia, South Carolina 29172  
(803) 737-8500 • (803) 737-8570

Enclosures

SC Department of Archives and History  
DIVISION OF ARCHIVES & RECORDS MANAGEMENT  
REPORT ON RECORDS DESTROYED

1. STATE OR LOCAL AGENCY:	County of Anderson
2. RECORD GROUP NUMBER:	
3. DIVISION OR OFFICE:	Finance
4. DATE (M/D/Y):	8/25/15

5. The records listed below have been disposed of in accordance with provisions of the PUBLIC RECORDS ACT, CODE OF LAWS OF SOUTH CAROLINA, 1976, Sections 30-1-10 through 30-1-140, as amended, and approved Records Retention Schedules.  
SIGNATURE OF RECORD OFFICER'S OR REPRESENTATIVE:

6. RECORD SERIES TITLES	7. RECORD SERIES NUMBER	8. INCLUSIVE DATES	9. VOLUME (Cuft)	10. DATE OF DESTRUCTION (M/D/YYYY)
Paid Invoices	12-605.10	96-2012	12	
Trial Balance	12-605.5	96-2012	14	
Budget Files	12-605.2	98-2010	24	
Banking Records	12-605.12	86-2012	56	
Meeting Minutes	12-303	08-2012	8	
Claims	12-605.11	<del>00-2009</del>	8	
Daily Collections Report	12-605.15	00-2009	7	
Time Cards	12-607.13	07-2010	6	
			0.00	Total Cubic Feet

#5  
pg 1 of 1

1. STATE OR LOCAL AGENCY:	County of Anderson
2. RECORD GROUP NUMBER:	
3. DIVISION OR OFFICE:	Finance
4. DATE (M/D/Y):	8/25/15

5. The records listed below have been disposed of in accordance with provisions of the PUBLIC RECORDS ACT, CODE OF LAWS OF SOUTH CAROLINA, 1976, Sections 30-1-10 through 30-1-140, as amended, and approved Records Retention Schedules.

**SIGNATURE OF RECORD OFFICER'S OR REPRESENTATIVE:**

6. RECORD SERIES TITLES	7. RECORD SERIES NUMBER	8. INCLUSIVE DATES	9. VOLUME (CuFt)	10. DATE OF DESTRUCTION (M/D/YYYY)
Insurance Records	13-607.15	93- <del>8</del> 1998	1	
Payroll Check Registers	13-504.5	05-07	4	
Time Cards	12-506.3	2011	2	
			0.00	Total Cubic Feet

AP - FY 96/97

AP - FY 97/98

AP - FY 98/99

AP - FY 99/00

AP - FY 03/04

AP - FY 04/05

AP- FY 05/06

AP - FY 06/07

AP - FY 07/08

AP - FY 08/09

AP - FY 09/10

AP - FY 10/11

AP - FY 11/12

Journal Entries - FY 05/06

FY 08/09 - Solid Waste: Reports, invoices, deposit tickets

FY 12 – Utility billing payments

FY 03-07 – Septage Tickets/Sewer

FY 12 – Age Listing

FY 12 – Meter Readings

FY 06/07 & 07/08 – Credit Card

FY 06/07 & 08/09 – Sewer billing register

FY 08/09 – Sewer Consumption

FY 12 – Sewer billing month end reports

10/7/11-10/31/13 – Finance Agenda Packets

FY 11/12 – Sewer collections

Prior 2012 – delinquents/foreclosure

Prior 2012 – deposits and receipt books

FY 11/12 – Sewer receipts

FY 11/12 – sewer adjustments

FY 07/08 – Jana Pressley: Revenues, invoices, and encumbrances

FY 07/08 & 08/09 – Sandy Ashworth: daily deposits

FY 02 – District Paving and District Rec.

FY 11/12 – Neil Carney JEs

FY 10-12 – Sewer refunds, deposits, billing

FY 10/11 – Sewer : WAW and ECU

FY 10 & 11 & 12 – C Fund Bank Statements

FY 11 – SROs

FY 12 – Sewer monthly billing

FY 11 – Sewer adjustments

FY 12 – Sewer collections

FY 11/12 – Sewer: deposits, fees, revenue, remittance

FY 11/12 – Sewer: WAW, ECU, Broadway, Hammond

FY 12 – Budget workpapers

FY 11/12 – Jana Pressley: district revenue, wage and comp, JEs

FY 07/08 & 08/09 – ECU

FY 07/08 – Neil Carney JEs

FY 11/12 – Solid Waste deposit books

FY 10/11 – Sewer receipts

FY 09/10 – Sewer reports

FY 08/09 – Neil Carney JEs

FY 08/10 – Solid Waste: Ticket reports, receipts

FY 09/10 – Sewer: Broadway and ECU deposits

FY 08/09 – Jana Pressley, Rhonda Sloan, and Miriam Hanks JEs

FY 08/09 – Sewer

FY 08/09 – Carolina First Credit Card

Sewer Judgements

Sewer Real Estate, Right-of-way

Sewer Acquired Land Bonds

Sewer 201 and EPA info

Sewer prints

FY 05/06 – Jana Pressley: accommodations fees, revenue reports

FY 04/05 – Jana Pressley: revenue and salary payouts

FY 10/11 – Neil Carney JEs

FY 10/11 – Jana Pressley: wage and comp, accommodations fees, beginning year info, bank rec.

FY 10/11 – Jana Pressley: revenues and transfers

FY 09/10 – Neil Carney JEs

FY 09-11 – Neil Carney – Misc. reports

2/2005-6/2010 – C Funds

Rhonda Sloan and Miriam Hanks – audit paperwork up to 2010

FY 07/08 – Sewer report books

FY 07/08 – SROs

Sewer Dept. – Clemson Res & WCI

Sewer Dept. – Loblolly 81-85

FY 02/03 – Bank rec., accommodations fee, district rec

FY 08/09 – Sewer billing

FY 08/09 – Sewer receipts, acceptance tickets, reports

FY 04-06 – Sewer receipts and adjustments

FY 03/04 – Sewer reports

FY 04-07 – Solid Waste monthly reports

Sewer Referendum

Six and Twenty WWTP

Sewer Dept. – Loblolly

Sewer Customers

FY 04/05 & 05/06 – Sewer capacity fee and adjustments

FY 04/05 & 05/06 – Water utility reports

FY 07/08 insurance billing and Grant Cash 04/05

AP 2000 print list cc landfill

Journal entries

2010 – timecards

Timecards:

9/9/07-11/17/07

3/20/10-5/18/10

1/9/10-3/6/10

9/18/10-10/30/10

11/13/10-12/25/10

FY 93-98 Fire Dept. and Library insurance

Anderson County E911 EMS AG project

7/06-4/08 Sewer Receipts

FY 09 – Airport closing reports

7/06-6/08 Sewer monthly meter readings

FY 07, 08, & 09 Sewer

FY 06, 07, 08 Solid Waste landfill tickets and deposits

FY 09 bank files and revenue

FY 09 invoice, account fees, balloon test

FY 05-07 Rhonda Sloan and Miriam Hanks JEs

FY 08 & 09 ECU Summer adjustments

6 of 7

FY 06 – 08 Sewer deposit receipts and refunds

FY 08 Airport reports

FY 09 Airport CC

Stevenson Road Bridge

Cox Road Bridge

SC PRT – Product development grant program 2008 application for funding

Alpha Technology CDBG

Alliance Electric Water Project





**RECREATION FUND APPROPRIATIONS  
APPLICATION FORM**

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

**DISTRICT:   3**

Mail/Email/Fax to:

Anderson County Council Clerk

P. O. Box 8002

Anderson, SC 29622

kapoulin@andersoncountysc.org

Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation: Belton Area Museum Association
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):  
\$1000.00
3. The purpose for which the funds are being requested: Support of Heritage Days at the Depot, Oct. 1-3, 2015
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.  
Yes, please see Secretary of State website:  
[http://www.scsos.com/index.asp?n=46&p=0&s=46char\\_id=11739](http://www.scsos.com/index.asp?n=46&p=0&s=46char_id=11739)

5. Contact Person: Alison Darby, Emeritus Board Member

Mailing Address: 100 N. Main Street, Belton, SC 29627

Phone Number: 864-958-5264 (cell) 864-338-7400 (museum)

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

The event will cost us \$14,700. We are awaiting grant acknowledgement from Foothills Community Foundation (\$1000), Wells Fargo Foundation, (\$2000) and the SC Arts Commission (\$1000). We have received funding from the WebbCraft Family Foundation (\$1500) and have commitments from Waste Connections (\$2000) and the City of Belton HTAX (\$5000). See budget page for further information.

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

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

_____/	_____/	_____/
Signature	Print Name	Date



## BELTON AREA MUSEUM ASSOCIATION THE

*Note: This online database was last updated on 8/24/2015 3:06:42 AM.  
See our Disclaimer.*

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

### REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	HEADQUARTERS
ADDRESS:	306 ANDERSON ST BELTON SC@
CITY:	
STATE:	
ZIP:	
SECOND ADDRESS:	

FILE DATE:	10/28/1976
EFFECTIVE DATE:	10/28/1976
DISSOLVED DATE:	//

### Corporation History Records

CODE	FILE DATE	COMMENT	Document
Eleemosynary Amendment	03/26/2004	CH NM FR-THE BELTON CITY MUSEUM	
Amendment	05/30/1977	DISS CLAUSE 1971 AMEND BK PG651	Film
Incorporation	10/28/1976	ELEE	Film

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

## Heritage Days at the Depot 2015 Budget

### Expenses Projected:

Stipend (15 artisans x \$100 per day x 3 days)	\$4500.00
Administrative Costs	\$1000.00
Food (3 breakfasts, 3 lunches, and snacks)	\$1000.00
Travel      a. 15 artisans x .25 mile	\$1500.00
b. Student bus transportation	\$1500.00
Lodging (10 rooms x 3 nights x \$100/nt)	\$3000.00
Advertising (fliers, print ads, radio spots, DVD, postage, support material for teachers)	\$ 500.00
Tents/Supplies	\$ 500.00
Utilities/rental/cleaning	\$1200.00
<b>Total Costs</b>	<b>\$14,700.00</b>

Matching funds will be solicited from the following grant sources which have supported this project in past years. The funds will be used to complete the budget listed above:

SC Arts Commission	\$1000.00 (applied)
City of Belton Hospitality Fund	\$5000.00 (committed)
Waste Connections	\$2000.00 (committed)
Wells Fargo Foundation	\$2000.00 (applied)
WebbCraft Family Foundation	\$1500.00 (received)
Foothills Community Foundation	\$1000.00 (applied)

**\*\*WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING  
FROM: District 3**

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

***RECREATION FUND APPROPRIATIONS***  
***Application Form***  
Effective July 1, 2011

1. Name of entity requesting recreation fund appropriations:  
Bowie Old Farm Reunion, Inc.
2. Amount of Request:  
\$2,000.00
3. The purpose for which the funds are being requested:  
To support "Bowie Old Farm Days" events.
4. Is the entity a non-profit Corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.  
Yes. Copy is on file with county council clerk.
5. Contact Person: Gary Jordan, Sec.-Tres.  
Mailing Address: 1838 Warren Watt Rd., Iva, SC 29655  
Telephone number: 864-348-3675; 864-314-4333
6. Statement as to whether the entity will be providing matching funds:  
Funds will be matched through vendor fees, raffle, donations, horse shows, and membership dues.  
REQUIRED DOCUMENTATION MUST BE FURNISHED TO THE CLERK TO COUNTY COUNCIL CONCERNING THE MANNER IN WHICH THE FUNDS WERE ACTUALLY SPENT.

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

  
Signature

K. Gary Jordan, Sec.-Tres.  
Print Name

**BOWIE OLD FARM REUNION, INC. (BOFR)**

Category	9/1/14 8/31/15
Inflows	
BOFR INCOME:	
ATAX Grant	2,000.00
Buttons & Raffle & Donations	808.00
Camper Fee	66.00
Donations, Grants	2,500.00
Horse show	359.00
Memberships	50.00
Syrup & Molasses	253.00
Vendors	20.00
Total BOFR INCOME	6,056.00
Total Inflows	6,056.00
Outflows	
BOFR Expenses:	
Advertisement:	
Flyers	185.50
Signs & Banners	399.18
Advertisement - Other	150.00
Total Advertisement	734.68
Badges	135.00
Cash for change	0.00
Children events	300.00
Duke Power	119.94
Insurance	768.50
Raffle Items:	
Pedal tractors	196.70
Total Raffle Items	196.70
Supplies	500.00
Water	464.10
Total BOFR Expenses	3,218.92
Total Outflows	3,218.92
Net Inflows/Outflows	2,837.08

=====

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Incorporation, Nonprofit Corporation**

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

**BOWIE OLD FARM REUNION, INC.,**  
a nonprofit corporation duly organized under the laws of the State of South Carolina on March 1st, 2007, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed a Declaration and Petition for Incorporation of a nonprofit corporation for Religious, Educational, Social, Fraternal, Charitable, or other eleemosynary purpose.

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

Given under my Hand and the Great  
Seal of the State of South Carolina this  
1st day of March, 2007.

A handwritten signature in cursive script that reads "Mark Hammond".  
Mark Hammond, Secretary of State

**\*\*WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING  
FROM: \_\_ District 7**

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

***RECREATION FUND APPROPRIATIONS***  
***Application Form***  
Effective July 1, 2011

1. Name of entity requesting recreation fund appropriations:

The Cheddar Youth Center

2. Amount of Request:  
\$5000

3. The purpose for which the funds are being requested:  
As a continuation of the upgrades that have been made to our fields over the past several years, this request would provide funding toward the following:
- We would like to make improvements to the upper parking lot. The lot is a gravel lot and needs fresh gravel covering as much of the old has washed away. We would prefer a paved lot, but this seems cost prohibitive without significant financial support.
  - Additionally, we would like to improve the entrance walkway which currently has a flagpole and American Flag. We envision a low brick wall structure with lettering identifying the Cheddar Youth Center and the founding year.
4. Is the entity a non-profit Corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. Yes. The county has our information on file.

5. Contact Person: Tony Dickerson  
Mailing Address: 317 Azalea Ct., Williamston, SC 29697  
Telephone number: 864-710-5268

6. Statement as to whether the entity will be providing matching funds:  
The Cheddar Youth Center is a small, volunteer led, community organization that is funded solely through program fees, donations, fundraising efforts, and the generosity of the county and community businesses. Although it is not financially feasible for us to match this request dollar for dollar, we do intend to support this




project with volunteer labor, perhaps material, as well as, a portion of the funding.

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

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

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Print Name



## CHEDDAR YOUTH CLUB

*Note: This online database was last updated on 8/25/2015 3:06:57 AM.  
See our Disclaimer.*

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

### REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	HEADQUARTERS
ADDRESS:	RT 4 BELTON SC
CITY:	
STATE:	
ZIP:	
SECOND ADDRESS:	

FILE DATE:	03/20/1973
EFFECTIVE DATE:	03/20/1973
DISSOLVED DATE:	//

## Corporation History Records

CODE	FILE DATE	COMMENT	Document
Amendment	11/15/1984	3 DISS CLAUSES	Film
Incorporation	03/20/1973	ELEE	Film

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

# BOARDS, COMMITTEES AND COMMISSIONS APPLICATION

Please complete this application in its entirety and return to the address below:

Anderson County Council  
c/o Clerk to Council  
P. O. 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: CANNON MIKE T.  
Last, First, Middle Initial

Board(s) and/or committee(s) in which you are interested:

1. ACCOMMODATIONS TAX REVIEW COMMITTEE
2. \_\_\_\_\_
3. \_\_\_\_\_

Physical Address and Mailing Address, if different:

ANDERSON, SC 29621 Physical  
SAME Mailing

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Preferred method of contact: EMAIL

County Council District: 1 GED Equivalent: Yes or No

Highest Level of Education: SENECA, SC High School Grad: Yes or No

College Attended: FORREST COLLEGE Degree: ACCOUNTING

Address of College: RIVER ST. ANDERSON, SC

Employment History:

COMPANY	POSITION	EMPLOYMENT DATES
<u>SANTER OF AMERICA</u>	<u>V.P. SALES</u>	<u>1989-1991</u>
<u>CANNON MARKETING, INC.</u>	<u>PRESIDENT</u>	<u>1991-PRESENT</u>

MBannon  
Signature of Applicant

8-13-15  
Date

Recommendation of Council: \_\_\_\_\_

**BOARDS, COMMITTEES AND COMMISSIONS  
APPLICATION**

Please complete this application in its entirety and return to the address below:

Anderson County Council  
c/o Clerk to Council  
P. O. 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: Clardy, Shelby, B  
Last, First, Middle Initial

Board(s) and/or committee(s) in which you are interested:

1. ATAX
2. \_\_\_\_\_
3. \_\_\_\_\_

Physical Address and Mailing Address, if different:

\_\_\_\_\_ Physical  
\_\_\_\_\_ 29621 Mailing

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_ - referred method of contact: email

County Council District: \_\_\_\_\_ GED Equivalent: Yes or No

Highest Level of Education: 4yr BA High School Grad: Yes or No

College Attended: University of South Carolina Degree: BA Public Relations

Address of College: \_\_\_\_\_

Employment History:

COMPANY	POSITION	EMPLOYMENT DATES
<u>The Bleckley Inn</u>	<u>Manager</u>	<u>2010 - Present</u>
<u>Habitat for Humanity</u>	<u>Restore Manager</u>	<u>2007 - 2010</u>
<u>Murphy + Grant</u>	<u>Columbia - Law Clerk</u>	

Shelby Clardy  
Signature of Applicant Date 8-18-15

Recommendation of Council: \_\_\_\_\_

**BOARDS, COMMITTEES AND COMMISSIONS  
APPLICATION**

Please complete this application in its entirety and return to the address below:

Anderson County Council  
c/o Clerk to Council  
P. O. 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: Peurifoy - Rebekah, A  
Last, First, Middle Initial

Board(s) and/or committee(s) in which you are interested:

1. Accommodations Tax
2. \_\_\_\_\_
3. \_\_\_\_\_

Physical Address and Mailing Address, if different:

101 S. 1st St. Physical

\_\_\_\_\_ Mailing

Office Phone: 864-225-7203

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Preferred method of contact: email

County Council District: 5

GED Equivalent: Yes or No

Highest Level of Education: Bachelors

High School Grad: Yes or No

College Attended: Appalachian State Degree: BSBA Hospitality & Tourism

Address of College: Boone, NC

Employment History:

COMPANY	POSITION	EMPLOYMENT DATES
<u>Bleckley Inn</u>	<u>Innkeeper</u>	<u>July 2012 - current</u>
<u>Crestwood Inn</u>	<u>Manager</u>	<u>Nov 2007 - July 2012</u>
<u>Grandfather Golf &amp; Country Club</u>	<u>Desk</u>	<u>May 2007 - Oct 2007</u>
<u>[Signature]</u>		<u>8/13/15</u>
Signature of Applicant		Date

Recommendation of Council: \_\_\_\_\_



Mr. Burns,

Thank you for your remarks  
at our Back to School Celebration  
on Friday. You encouraged us to do  
our best - to educate the community's  
workforce for the jobs of the future.

Thanks again,  
Sabine McCall



## Phyllis White

---

**From:** Scott Stoller <[ssoller@acems.us](mailto:ssoller@acems.us)>  
**Sent:** Tuesday, August 25, 2015 12:33 PM  
**To:** Rusty Burns  
**Subject:** Fwd: Thank You

FYI

Chief Scott Stoller, D-ABCHS, NRP  
Anderson County EMS & Special Operations Div.  
200 Bleckley St.  
Anderson, SC 29625

Begin forwarded message:

**From:** "Harman, Jan" <[Jan.Harman@mail.house.gov](mailto:Jan.Harman@mail.house.gov)>  
**Date:** August 25, 2015 at 12:30:23 EDT  
**To:** Josh Payne <[rpayne@andersonsheriff.com](mailto:rpayne@andersonsheriff.com)>  
**Cc:** Sheriff John Skipper <[jskipper@andersonsheriff.com](mailto:jskipper@andersonsheriff.com)>, "Capt. Matthew Littleton" <[mlittleton@andersonsheriff.com](mailto:mlittleton@andersonsheriff.com)>, Chief Scott Stoller <[ssoller@acems.us](mailto:ssoller@acems.us)>  
**Subject:** Thank You

Josh,

I wanted to say thank you again for the great job you and your team did yesterday. I talked with Jeff this morning and he was very appreciative of the security provided for the event. It was a total team effort and having Matthew handling communications and Scott directing his safety team were great additions. As always, it was a pleasure to work with you guys. I tell people frequently how much cooperation we receive from Sheriff Skipper and the ACSO. Please convey our thanks to all your team for making this year a safe and successful event.

If our office can do anything to assist you, please do not hesitate to ask.

Thanks!

Sent from my iPhone

Jan B. Harman  
Field Representative/Law Enforcement Coordinator  
Congressman Jeff Duncan  
P.O. Box 471  
Laurens SC 29360

[jan.harman@mail.house.gov](mailto:jan.harman@mail.house.gov)