



**ANDERSON
COUNTY**
SOUTH CAROLINA

**AGENDA
ANDERSON COUNTY**
Thursday, November 12, 2020 at 12:00pm
Anderson County Civic Center
3027 Martin Luther King Jr. Blvd.
Chairman Tommy Dunn, Presiding

Tommy Dunn
Chairman
Council District 5

Brett Sanders
Vice Chairman
Council District 4

Craig Wooten
Council District 1

Gracie S. Floyd
Council District 2

Ray Graham
Council District 3

Jimmy Davis
Council District 6

M. Cindy Wilson
Council District 7

Lacey A. Croegaert
Clerk to Council

Rusty Burns
County Administrator

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Mr. Jimmy Davis
3. **APPROVAL OF MINUTES:** September 15, 2020, and October 6, 2020
4. **CITIZENS COMMENTS:** Agenda Matters only
5. **RESOLUTIONS:**
 - a. **R2020-026:** A resolution to honor and recognize Kathy Burgess for her dedication, professionalism, and contributions to Anderson County upon the occasion of her retirement. Mr. Ray Graham (allotted 5 minutes)
 - b. **R2020-027:** A resolution to honor Anderson County Emergency Services Director David Baker upon his selection as Anderson County Officer of the Year. Mr. Ray Graham (allotted 5 minutes)
6. **PRESENTATION ON RELOCATION OF THE CONFEDERATE MONUMENT:** Mr. Samuel Brooks (allotted 10 minutes)
7. **PRESENTATION ON ISSUES OF GEORGE BROCK ROAD:** Ms. Judy Murdock (allotted 10 minutes)
8. **PRESENTATION ON FACE MASKS AND THE CORONAVIRUS:** Ms. Gracie S. Floyd/ AnMed Health Staff (allotted 20 minutes)
9. **REPORT FROM FINANCE COMMITTEE MEETING HELD ON NOVEMBER 5, 2020:** Chairman Brett Sanders (allotted 15 minutes)
 3. Approval of Finance Committee Minutes:
 - a. September 8, 2020
 - b. October 5, 2020
 4. Bid #21-012 Re-Roof of Clyde Stone Building
 5. ATAX Recommendations
 6. Donation of Vehicle to Honea Path Fire Department
 7. Grants
 - a. 2020 Coronavirus Emergency Supplemental Funding-OJP
 - b. 2020 Coronavirus Emergency Supplemental Funding- SC Dept of Public Safety
 - c. 2020 Coronavirus Emergency Supplemental Funding- SC Dept of Public Safety
 - d. 2020 LEMPG- SC Emergency Management Division
 - e. Homeland Security Grant- Bomb Team
 - f. Homeland Security Grant-Swat Team
 - g. Homeland Security Grant- HAZMAT Team
 - h. 2020 Victims of Crimes ACT Program
 - i. 2020 LEMPG-SC Emergency Management Division
 - j. 2020 Justice Assistance Grant
 - k. 2020 Body Worn Camera Fund-SC DPS
 1. 2020 JAG Program-SC DPS
 8. Continued Discussion of FY 21 Budget
 9. Transfers

10. ORDINANCE THIRD READING:

- a. **2020-020:** An ordinance to adopt the Operating and Capital Budgets of Anderson County for the Fiscal Year beginning July 1, 2020, and ending June 30, 2021, and to make appropriations for such Anderson County Budgets for County ordinary purposes and for other County purposes for which the County may levy a tax other than for Tri-County Technical College purposes; to provide for the levy of taxes on all taxable personal and real estate properties in Anderson County for such ordinary purposes, including sufficient tax to pay the principal and interest on outstanding indebtedness of the Anderson County maturing during said Fiscal Year; to adopt the Operating and Capital Budgets of Anderson County for the Fiscal Year beginning July 1, 2020, and ending June 30, 2021, and to make appropriations for such Anderson County Budgets for Tri-County Technical College; to provide for the levy of taxes on all personal and real properties in Anderson County on which school taxes may be levied for such Tri-County Technical College purposes; to provide for the levy assessment and collection of certain other taxes and fees; to provide for the expenditure of said taxes and other revenues coming to the County during said Fiscal Year; and to provide for other matters relating to Anderson County. **PUBLIC HEARING-NO TIME LIMITS** Mr. Brett Sanders (allotted 20 minutes)
- b. **2020-021:** An ordinance to approve a template Lease Agreement for Incubator/Soft Landing Economic Development Projects at Anderson County's Facility at 1428 Pearman Dairy Road. **PUBLIC HEARING-NO TIME LIMITS** Mr. Burriss Nelson (allotted 5 minutes)
- c. **2020-022:** An ordinance to amend Section 2-38-(c) (4) of the Code of Ordinances, Anderson, South Carolina, so as to establish that each speaker will be allowed not more than three (3) minutes to address the matter for which a public hearing has been scheduled. **PUBLIC HEARING-NO TIME LIMITS** Chairman Tommy Dunn (allotted 5 minutes)

11. ORDINANCE SECOND READING:

- a. **2020-023:** An ordinance to amend and Agreement for the development of a Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties as to enlarge the park. (Project Unity Gateway) Mr. Burriss Nelson (allotted 5 minutes)
- b. **2020-024:** An ordinance to amend the zoning map to rezone +/- 10.01 acres from C-2 (Highway Commercial) to R-M1 (Mixed Residential) on Highway 81 N and 227,231 and 235 Scenic Road, Anderson. TMS # 146-00-08-003; 146-00-08-027; 146-00-08-028 and 146-00-08-029. (District 4) Ms. Alesia Hunter (allotted 5 minutes)
- c. **2020-025:** An ordinance authorizing (1) pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a Fee Agreement by and between Anderson County, South Carolina and BMW Manufacturing CO, LLC; and (2) other matters relating thereto. Mr. Burriss Nelson (allotted 5 minutes)
- d. **2020-026:** An ordinance authorizing (1) the conversion and transfer of property subject to an existing Lease Agreement between Anderson County, South Carolina (The "County") and Michelin North America, Inc. (FKA Michelin Tire Corporation) (The "Company"), to a Fee-in-Lieu of Property Taxes arrangement under Title 12, Chapter 44 of the South Carolina Code, as amended; (2) the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and (3) other matters relating thereto. [1988 Fee Agreement] Mr. Burriss Nelson (allotted 5 minutes)
- e. **2020-027:** An ordinance authorizing (1) the conversion and transfer of the property subject to an existing Lease Agreement between Anderson Count, South Carolina (The "County") and Michelin North America, Inc. (FKA Michelin Tire Corporation) (The "Company"). To a Fee-in-Lieu of Property Taxes arrangement under Title 12, Chapter 44 of the South Carolina Code, as amended; (2) the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and (3) other matters relating thereto. [1996 Fee Agreement] Mr. Burriss Nelson (allotted 5 minutes)

f. **2020-028:** An ordinance authorizing (1) the execution and delivery of an Infrastructure (Special Source Revenue) Credit Agreement by and between Anderson County, South Carolina (The "County") and Michelin North America, Inc. (FKA Michelin Tire Corporation) (The "Company") to provide for Infrastructure Credits with respect to certain property located in the County; (2) the benefits of a Multi-County Industrial or Business Park designation to be made available to the Company and such property; and (3) other matters relating thereto. Mr. Burriss Nelson (allotted 5 minutes)

g. **2020-029:** An ordinance authorizing the execution and delivery of and amended and reinstated Fee-in-Lieu of Tax Agreements by and between Anderson County, South Carolina and COI Anderson Industrial, LLC with respect to certain economic development property in the County, whereby such property will be subject to certain payments in Lieu of Taxes, including the provision of certain Special Revenue Credits; and other matters related there to. Mr. Burriss Nelson (allotted 5 minutes)

h. **2020-030:** An ordinance authorizing the execution and delivery of an amendment to a Fee-in-Lieu of Ad Valorem Taxes Agreement between Anderson County, South Carolina and a Company known to the County as Project Ammo to provide for an extension of the investment period therein and grant of additional Special Source Revenue Credits; authorizing the execution and delivery of a purchase and sale agreement to provide for the transfer of certain real property located in the Alliance Industrial Park from the County to Project Ammo; approving the inclusion of the project in a Multi-County Business and Industrial Park; and other matters related thereto. (Project Ammo) Mr. Burriss Nelson (allotted 5 minutes)

i. **2020-031:** An ordinance to amend Chapter 70, Article 5 of the Anderson County Code of Ordinance, to include new Zoning District Classifications and also to amend Section 5:2 Residential Agricultural District Setback. Ms. M. Cindy Wilson (allotted 5 minutes)

j. **2020-032:** An ordinance to amend the Ordinance No. 2018-011 related to the addition of Division 3 Titled Standards and Procedures for Franchising of Private Ambulance Services so as to add a new Section 30-87 Titled Operation within the County without obtaining a Franchise and to appropriately renumber succeeding sections; and other matters related thereto. Mr. Rusty Burns (allotted 5 minutes)

12. ORDINANCE FIRST READING:

a. **2020-015:** An ordinance to amend the zoning map to rezone +/- 141.81 acres from I-2 (Industrial Park District) to R-8 (Single Family Residential) at Liberty Highway, Anderson. TMS# 119-00-17-026. (District 4) **PUBLIC HEARING-NO TIME LIMITS** Ms. Alesia Hunter (allotted 5 minutes)

b. **2020-033:** An ordinance to amend Section 38-312 (Preliminary Plat) of the Anderson County Code to further define and clarify the amendment. Ms. Alesia Hunter (allotted 5 minutes)

c. **2020-034:** An ordinance to Amend Section 38-118 (f) of the Anderson County Code of Ordinances, so as to clarify Traffic Impact Study Requirements. Ms. Alesia Hunter (allotted 5 minutes)

d. **2020-035:** An ordinance to amend Article III, Division 5 of Chapter 38 of Anderson County, South Carolina, Code of Ordinances so as to add a new Section 38-360 regarding Conservation Development Standards. Ms. M. Cindy Wilson (allotted 5 minutes)

e. **2020-036:** An ordinance to amend Section 38-118 of the Anderson County, South Carolina Code of Ordinances so as to add a new Section 38-118 (g) regarding Acceleration and Deceleration Lanes for Certain Developments. Ms. M. Cindy Wilson (allotted 5 minutes)

f. **2020-037:** An ordinance to approve a Sublease Agreement between Anderson County, South Carolina and Lake Hartwell Development Group, LLC for the Asbury Park Site on Lake Hartwell located at the end of Asbury Park Road. Mr. Burriss Nelson (allotted 5 minutes)

- g. **2020-038**: An ordinance (1) authorizing pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, the execution and delivery of a Fee-in-Lieu of Ad Valorem Taxes Agreement, by and between Anderson County, South Carolina and a Company identified by the County as Project Underwood, as Sponsor, and one or more existing or to-be-formed or acquired Subsidiaries, or affiliated or related Entities and certain Sponsor Affiliates, to provide for a Fee-in-Lieu of Ad Valorem Taxes Incentive; (2) authorizing pursuant to Title 4, Chapters 1 and 29 of the Code of Laws of South Carolina 1976, as amended, the grant of certain Special Source Revenue Credits to Project Underwood; and (3) other related matters.
(Project Underwood) Mr. Burriss Nelson (allotted 5 minutes)
- h. **2020-039**: An ordinance to amend Section 38-359 (Flag Lots) of the Anderson County Code to further define and clarify the circumstances for the use of the flag lots within Anderson County.
Mr. Jimmy Davis (allotted 5 minutes)
- i. **2020-040**: An ordinance to amend Section 38-314 (Summary Plats) so as to reduce the number of lots that can be approved on a Summary Plat and to clarify the requirements for compliance with Stormwater Regulation.
Ms. Alesia Hunter (allotted 5 minutes)
- j. **2020-041**: An ordinance authorizing the diminution in territory of Metropolitan Sewer Subdistrict.
Mr. Rusty Burns (allotted 5 minutes)
- k. **2020-042**: An ordinance to develop a jointly owned and operated Industrial/Business Park in conjunction with Greenville County, such Industrial/Business Park to be geographically located in Greenville County and established pursuant to Sec. 4-1-170 of the Code of Laws of South Carolina, 1976, as amended; to provide for a written Agreement with Greenville County to provide for the expenses of the Park, the Percentage of Revenue Application, and the Distribution of Fees in Lieu of Ad Valorem Taxation.
(Project Lighthouse) Mr. Burriss Nelson (allotted 5 minutes)
- l. **2020-043**: An ordinance authorizing the execution and delivery of a Fee in Lieu of Tax Agreement by and between Anderson County, South Carolina and a Company or Companies known to the County at this time as Project Malibu with respect to certain Economic Development Property in the County, whereby such property will be subject to certain payments in Lieu of Taxes, including the provision of certain Special Source Credits.
(Project Malibu) Mr. Burriss Nelson (allotted 5 minutes)
- m. **2020-044**: An ordinance authorizing (1) the execution of an Infrastructure Credit Agreement by and between Anderson County, South Carolina and Friendship SC Preservation, L.P. To Provide For Infrastructure Credits with respect to a Rehabilitation Project located at 719 Mauldin Street, Anderson, SC, (2) authorizing the execution of a Multi-County Park Agreement with Greenville County to include such property, (3) authorizing the execution of an Intergovernmental Agreement with the City of Anderson, and (4) other matters related thereto. **(TITLE ONLY)** Mr. Burriss Nelson (allotted 5 minutes)
- n. **2020-045**: An emergency ordinance to require individuals to wear face coverings in certain circumstances and within the unincorporated area of Anderson County. **(TITLE ONLY)**
Ms. Gracie S. Floyd (allotted 20 minutes)
- o. **2020-046**: An ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties so as to enlarge the Park. (Project Spruce)
Mr. Burriss Nelson (allotted 5 minutes)
- p. **2020-047**: An ordinance authorizing and approving (1) the development of a new Joint County Industrial and Business Park (Friendship Court Property) pursuant to Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended, in conjunction with Anderson County (The "Park") such park to be geographically located in Anderson County and to include the Aforementioned Project; (2) the execution and delivery of a written Park Agreement with Anderson County as to the requirement of payments of Fee in Lieu of Ad Valorem Taxes with respect to Park Property and the sharing of the revenues and expenses of the park; (3) the distribution of revenues from the park to the Counties and relevant taxing Entities; and (4) other matters related thereto. **(TITLE ONLY)** Mr. Burriss Nelson (allotted 5 minutes)

13. RESOLUTIONS:

- a. **R2020-029:** An Inducement Resolution identifying a Project to satisfy the requirements of Title 12, Chapter 44 of the South Carolina Code, so as to allow investment expenditures incurred by a Company known to the County as Project Underwood, its Affiliates and related Entities, to qualify as expenditures eligible for a Fee in Lieu of Taxes Arrangement with Anderson County, South Carolina. (Project Underwood)
Mr. Burriss Nelson (allotted 5 minutes)
- b. **R2020-030:** A resolution ordering a Public Hearing on the question of the diminution of the territory of the Metropolitan Sewer Subdistrict.
Mr. Rusty Burns (allotted 5 minutes)
- c. **R2020-031:** A resolution authorizing the amendment of an existing Fee in Lieu of Tax Agreement dated as of October 1, 2013, by and between Anderson County, South Carolina and Fraenkische USA, LP, extending the investment period by five years.
- d. **R2020-032:** A resolution authorizing the amendment of an existing infrastructure Finance Agreement dated as December 6, 2016, by and among Anderson County, South Carolina, Ortec, Inc. and Pendleton Land Holdings, LLC.

14. EXECUTIVE SESSION:

- a. Legal Advice regarding petition to close George Brock
- b. Legal Advice regarding drainage issues near East- West Parkway

15. ROAD ACCEPTANCE INTO COUNTY INVENTORY:

- a. **Avendell Subdivision:** (District 6)
Coppermine Drive
- b. **Shackleburg Farms Subdivision Phase I:** (District 4)
Cypress Hollow Drive, Sweet Hill Road, Maple Forge Way, Willow Grove Way,
Rocky Meadows Trail, Fern Hollow Trail

16. REPORT FROM PUBLIC SAFETY COMMITTEE MEETING HELD ON OCTOBER 23,2020:

- 3. Approval of Public Safety minutes Chairman Ray Graham (allotted 15 minutes)
 - a. August 14, 2020
- 4. Discussion on EMS Franchise Requests
- 5. Update on EMS System
- 6. Update on QRV

17. APPOINTMENTS:

Planning Commission – District 2

18. REQUESTS BY COUNCIL: (allotted 14 minutes)

- Anderson Five Education Foundation- District 1
- Anderson County Library- District 1
- YMCA- District 1
- Crescent Elite Shooters- District 3
- Goats 4 Goodness- District 4
- The Cheddar Youth Center- District 7
- Anchored in His Grace Ministry- All Districts
- Anderson Cavaliers-All Districts
- Widows Watchman Ministries- All Districts

19. ADMINISTRATORS REPORT:

20. CITIZENS COMMENTS:

21. REMARKS FROM COUNCIL:

22. ADJOURNMENT:

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures in order to participate in this program, service or activity please contact the office of the program, service or activity as soon as possible but no later than 24 hours before the scheduled event.

For assistance please contact the Clerk to Council at 864-260-1036.

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
SEPTEMBER 15, 2020

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
GRACIE FLOYD
RAY GRAHAM
BRETT SANDERS
JIMMY DAVIS
M. CINDY WILSON

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT

1 TOMMY DUNN: ... this
2 meeting of September 15th, 2020 to order. We welcome
3 each and every one of you here this afternoon.
4 Appreciate y'all coming out. At this time before we ask
5 Ms. Floyd to lead us in invocation and pledge of
6 allegiance, we'd ask all rise, please, and have a moment
7 of silence for Carl Anderson's family, a long time law
8 enforcement person in Anderson County and passed away.
9 Let's have a moment of silent for his family, our
10 thoughts and prayers.

11 **MOMENT OF SILENCE**

12 TOMMY DUNN: Amen. At this
13 time Ms. Floyd will lead us in invocation.

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

15 TOMMY DUNN: At this time
16 are there any corrections to be made to the August 25th
17 minutes?

18 CINDY WILSON: Mr. Chairman,
19 may I?

20 TOMMY DUNN: Ms. Wilson.

21 CINDY WILSON: The only one
22 that I found was on page 22, line 33, and it should have
23 been save, S-A-V-E, rather than safe, S-A-F-E. That's
24 the only one that I found.

25 TOMMY DUNN: Anyone else?

26 GRACIE FLOYD: Yes.

27 TOMMY DUNN: Ms. Floyd.

28 GRACIE FLOYD: On page two
29 there's a discrepancy of the date. Anderson County
30 Council, County Meeting, July 25, 2020. First line on
31 page two, Tommy Dunn, August the 25th regular county
32 council meeting. Was this just a late -- or is this an
33 error.

34 TOMMY DUNN: I don't know.
35 Must be an error.

36 GRACIE FLOYD: You don't know.
37 Does anyone know?

38 TOMMY DUNN: We'll check
39 that and if it is an error, we'll correct it.

40 GRACIE FLOYD: No one knows.

41 Okay. Anyway. That's a blatant error and that needs to
42 be corrected. Thank you.

43 TOMMY DUNN: Do we have a
44 motion to move these minutes forward with those
45 corrections?

46 CINDY WILSON: So moved.

47 TOMMY DUNN: Motion Ms.

48 Wilson. Do we have a second?

49 RAY GRAHAM: Second.

50 TOMMY DUNN: Second Mr.

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

3 Let the record show Mr. Wooten won't be here today.
4 He's had a death in his family. Keep him in our
5 thoughts and prayers, and his family, too, if we can.

6 At this time we're going to be moving on to citizens
7 comments. This first go around on agenda items only.
8 You have three minutes. When the attorney calls your
9 name, please step forward, for the record state your
10 name, your district in the county you live in, and
11 address the chair, please. Mr. Harmon.

12 LEON HARMON: Mr. Chairman,
13 we have one speaker signed up. Elizabeth Fant.

14 ELIZABETH FANT: Elizabeth Fant.
15 I'm speaking on number 12(5), approval of tax year '20
16 millage and number 13, the budget.

17 I notice on there that in the ordinance it says for
18 the fiscal year beginning July the 1st, 2020 and ending
19 June the 23rd, 2021. I don't know that we've ever done
20 that before. I thought it was always the very last day
21 of June. I'm not sure why that's happening.

22 I got a copy of the budget yesterday. Have not had
23 a chance to go through it. But I would advise all of
24 you who say you are conservative, this is the year where
25 you need to knock off a considerable amount of millage
26 on the budget. There are people out here, small
27 business people, that have rental property that are
28 paying the rent and all the usual expenses, but are not
29 getting the benefit of the people coming in to take up
30 the difference between what they pay out and what
31 they're getting on rent. Same thing for people who have
32 duplexes. There are people that are basically still
33 squatting there because they can't be evicted for not
34 paying rent, and yet they're still having to pay those
35 expenses. There are a lot of things right now that are
36 different in this year than they ever have been. We
37 need to correct that by giving the taxpayers a benefit
38 and taking off a hunk of the millage and not spending
39 money on anything -- anything -- that is not deemed
40 essential.

41 And what I deem essential are if we have a pump go
42 out at a weigh station, that's essential. If we have a
43 lawnmower out here that cuts the grass, that keeps the
44 grass and the weeds and the rats from going over the
45 driveway, that's essential. If at a convenience center
46 you have a crusher that goes down and people can't bring
47 their waste and get rid of it, that's essential. A
48 laptop, a computer, a new phone, a new vehicle and all
49 the stuff that goes with it are not essential. This is
50 the year, if you are a conservative, if you have pledged

1 to be a conservative, those of you who are, this is the
2 year you need to show it.

3 TOMMY DUNN: Mr. Harmon.

4 LEON HARMON: No one else is
5 signed up, Mr. Chairman.

6 TOMMY DUNN: Thank you, Mr.
7 Harmon.

8 Moving on to item number 5, there are no ordinance
9 third readings.

10 Move on to item number 6(a), 2020-018, second
11 reading, an ordinance (1) authorizing pursuant to Title
12 12, Chapter 44 of the Code of Laws of South Carolina
13 1976, as amended, the execution and delivery of an
14 amended and restated Fee-in-Lieu of Ad Valorem Taxes and
15 Economic Development Agreement, by and between Anderson
16 County, South Carolina and entity know to the
17 County as Project Cutter, as sponsor, including one or
18 more existing or to-be-formed or acquired by
19 subsidiaries, or affiliated or related entities an
20 certain sponsor of South Carolina affiliates; (2)
21 authorizing pursuant to Title 4, Chapters 1 and 29 of
22 the Code of Laws South Carolina 1976, as amended, the
23 grant of certain Special Revenue Credits to
24 Project Cutter and three other related matters. Mr.
25 Burriss Nelson.

26 BURRISS NELSON: Mr. Chairman,
27 members of council, thank you. This is Project Cutter,
28 creating a hundred jobs with an average pay of seventeen
29 dollars an hour, adding thirty-five million dollars to
30 an existing two hundred million plus at this existing
31 industry. Of course, it is a great company. Been in
32 business for more than forty years.

33 The tax incentives that are offered are a
34 continuation of the same package that the company had
35 originally and just extends that to this thirty-five
36 million dollar capital investment.

37 Community impact for this project, sixteen million
38 dollars in the first year, twenty million dollars --
39 twenty years is eighty-five million. And property taxes
40 are current with this company. Projected taxes first
41 year for the new investment, forty-eight thousand with a
42 projected over forty years of nine hundred and seventy
43 thousand.

44 Thank you, sir. That comes to council as a
45 recommendation from staff and the Advisory Board.

46 TOMMY DUNN: This is second
47 reading. Do we have a motion to move this forward?

48 CINDY WILSON: So moved.

49 TOMMY DUNN: Motion Ms.

50 Wilson. Do we have a second?

1 RAY GRAHAM: Second.
2 TOMMY DUNN: Second Mr.
3 Graham. Any discussion?
4 GRACIE FLOYD: Yes.
5 TOMMY DUNN: Ms. Floyd.
6 GRACIE FLOYD: Mr. Chairman, I
7 missed the last meeting because of a personal issue. So
8 I was not here. But I went through this ordinance on
9 second reading, 2020-18, and I was appalled.
10 Now, I want you to just bear with me right now;
11 okay? I want you to know one thing; okay? I am an
12 educated woman. I have what's equivalent to two
13 master's degrees. I taught for thirty years. I am not
14 a stupid person. No matter what some of you think. But
15 when I read over this thing here, I didn't know what in
16 the world we were talking about. And we have to vote on
17 this.
18 Now, I don't know how smart you are. You might be a
19 whole lot smarter than I, and you might understand this.
20 But this needs to be explained. What are we talking
21 about here? What is this all about? Mr. Burriss -- I'm
22 sorry, Mr. Nelson -- Mr. Nelson, would you explain to us
23 in layman's terms -- that's terms that anybody can
24 understand for the first time -- would you explain to us
25 what this is?
26 BURRISS NELSON: Yes, ma'am.
27 This is an amendment to an ordinance that we passed in
28 2014 and an amendment to an ordinance we passed in 2017
29 for this particular industry that has created thirteen
30 hundred jobs with an average pay of about fifty thousand
31 dollars a year. This is a manufacturing operation
32 expansion of that company. And it's adding a hundred
33 jobs that are paying an average of seventeen dollars an
34 hour. So these are not quite as high skilled as some of
35 the others.
36 The incentive is offered, though, for the expansion
37 and the jobs creation opportunity that this brings to
38 this company who keeps expanding and keeps spending
39 money in Anderson County.
40 Great job opportunities for people who don't have a
41 lot of high skill sets but still gives them an
42 opportunity for health benefit packages, retirement
43 benefits, as well as a steady income. And actually the
44 seventeen dollars an hour is above the poverty wage for
45 an annual salary.
46 So it's a good opportunity for us, good job creation
47 opportunity.
48 GRACIE FLOYD: I sure hope
49 that helped some of you. It helped me. Last night Mr.
50 Nelson called me and we talked and I had him to explain

1 it to me then. Then I got to thinking, well, if I don't
2 understand these political terms maybe they don't
3 either. So I hope it helped you. I know a lot of you
4 up here might already know that. Some were shaking
5 their heads when I asked the question. But some of them
6 may know if they get together and talk about these
7 things. But this is so you can know what's going on in
8 your county, too. Thank you.

9 TOMMY DUNN: Anyone else?
10 All in favor of the motion show of hands. All opposed
11 like sign. Show the motion carries unanimously.

12 Moving on to item number 7(a), ordinance first
13 reading, 2020-021, an ordinance to approve a template
14 Lease Agreement for Incubator/Soft Landing Economic
15 Development Projects at Anderson County's Facility at
16 1428 Pearman Dairy Road. Mr. Nelson.

17 BURRISS NELSON: Thank you, Mr.
18 Chairman, members of council. As you know, Anderson
19 County is in possession of five hundred thousand square
20 feet of space at 1428 Pearman Dairy Road, the former TTI
21 building. That building had two hundred thousand square
22 feet of office space and three hundred thousand square
23 feet of warehouse manufacturing space.

24 And the county has been able to divide that up into
25 three sections. The center section has been dedicated
26 for the most part, about a hundred and fifty thousand
27 square feet, for economic development purposes. Those
28 economic development purposes include training, as well
29 as workforce development opportunities, job fairs.
30 We've even had several of our major companies who have
31 needed an offsite location to do job interviews, and
32 we've been able to use that space for that purpose.

33 But the main purpose for this is to be able to have
34 a lease that allows incubator companies, as well as soft
35 landing companies, to come into that space to be able to
36 create job opportunities, and ultimately capital
37 investment for Anderson County.

38 The incubator space is designed for start-up
39 companies that don't have a lot of capital, but they
40 have a great idea, a great company opportunity, a great
41 jobs creation opportunity. And we actually have three
42 companies that I think have great potential that are
43 ready to come aboard with us in this space. Matter of
44 fact, I talked to a fourth small company today. So we
45 have the potential of four companies to come as
46 incubator space.

47 The idea behind the incubator space is to provide
48 the space at a very low cost. Basically just for what
49 the maintenance and utility costs are, power and phone,
50 and give them a chance to get up and running, take their

1 idea and make it profitable, stable and operational.
2 And after a year's time then our expectation is for them
3 to move out of that space and go to a space where
4 they're paying a regular rent and to be able to hire
5 more people. But the point is, is to get them
6 profitable and operational.

7 Then the same thing with the soft landing space. If
8 we have a company who comes here and they are -- need to
9 deliver a product almost immediately for their client on
10 the other end of their production and there's not a
11 building available and they're going to have to build
12 it, their product that they're supplying is in immediate
13 demand, then we can allow them to use some space in the
14 warehouse to set up a manufacturing operation quickly,
15 be able to supply product to their end client, while
16 their building is being either remodeled or a new
17 building is being built -- being constructed for their
18 manufacturing operation.

19 So this allows us to be able to offer a little
20 extra, as part of their incentive package, a little
21 extra to a company that may choose another county nearby
22 that has maybe an existing building that could work when
23 they really had rather be in Anderson County because of
24 our excellent labor force and some of the other
25 advantages that we have here in our county. So this
26 gives us a chance to recruit them instead of losing
27 them. We've lost companies in the past.

28 This comes to council as a recommendation from
29 staff, as well as from the Economic Development Advisory
30 Board.

31 TOMMY DUNN: Thank you, Mr.
32 Nelson. Do we have a motion to move this forward?

33 JIMMY DAVIS: So moved.

34 CINDY WILSON: Second.

35 TOMMY DUNN: Motion Mr.

36 Davis and second Ms. Wilson. Do we have discussion?

37 CINDY WILSON: Yes, sir, may

38 I?

39 TOMMY DUNN: Ms. Wilson.

40 CINDY WILSON: Am I

41 understanding that we will cover the cost of utilities
42 until they're -- we'll pass it on to them?

43 BURRISS NELSON: Yeah.

44 CINDY WILSON: Okay. Thank

45 you.

46 BURRISS NELSON: It's a small
47 rate, but it's a rate that's used in the calculation of
48 how lease agreements are set up for the utility portion,
49 power and phones. They'll pay that amount.

50 CINDY WILSON: Good, because

1 power and so forth in the budget went way up high.
2 BURRISS NELSON: Yes, ma'am.
3 CINDY WILSON: Two
4 corrections, if I may? On page three, I guess it's the
5 fifth line up, which may be. It just said which may.
6 And on page five in about the middle of item 9, such an
7 event, instead of such in event.
8 This will be a nice offering to help encourage
9 business development in our county. Thank you.
10 RAY GRAHAM: Mr. Chairman.
11 TOMMY DUNN: Mr. Graham.
12 RAY GRAHAM: I assume if
13 there's any retrofitting of the building, whatever, I
14 mean, we'll work out something where they'll be partly
15 responsible for that?
16 BURRISS NELSON: I didn't
17 understand the first part ---
18 TOMMY DUNN: Any kind of
19 construction ---
20 RAY GRAHAM: As far as any
21 kind of retrofitting or ---
22 BURRISS NELSON: Yes, sir. If
23 they need to -- and they certainly will need to run
24 electric lines from the transformers to their site for
25 their equipment. And the other half of that is, is that
26 we anticipate that they will have to have some walls for
27 their own security purposes, and we anticipate that they
28 will and we will require that they will build their own
29 eight foot, ten foot chainlink fence. They can cover
30 that over. But our anticipation also is that they will
31 that chainlink fence behind for the next client that
32 comes along or opportunity that comes along.
33 RAY GRAHAM: Is there any
34 type of assurance -- I mean I know ideally we're wanting
35 to get someone in and kind of basically put them in a
36 position of success. I assume we're putting some type
37 of assurance that they're going to stay in Anderson and
38 they're not going to go into a neighboring county after
39 that year?
40 BURRISS NELSON: Well, we will
41 work with them on a handshake basis on that part of it.
42 Obviously we couldn't force somebody. But certainly the
43 understanding and one of the qualifiers for is our
44 understanding that they would be an Anderson County
45 resident in operation. Yes, sir.
46 RAY GRAHAM: Thank you.
47 Appreciate everything you guys do.
48 BURRISS NELSON: Yes, sir.
49 Thank you.
50 TOMMY DUNN: Anyone else?

1 BRETT SANDERS: Mr. Chairman.
2 TOMMY DUNN: Mr. Sanders.
3 BRETT SANDERS: Mr. Nelson, do
4 you know what the minimum liability coverage they would
5 have to have? Is that incorporated in the lease? Some
6 type of insurance?
7 BURRISS NELSON: I don't know
8 exactly how that's worded in there. Mr. Harmon would
9 know. But we do have a liability requirement; yes, sir.
10 BRETT SANDERS: Okay. Good
11 enough. Thank you.
12 TOMMY DUNN: Anyone else?
13 All in favor of the motion show of hands. All opposed
14 like sign. Show the motion carries.
15 BURRISS NELSON: Thank you so
16 much.
17 TOMMY DUNN: Thank you and
18 your team.
19 Moving on to item number 7(b), first reading,
20 2020-022, an ordinance to amend Section 2-38-(c)(4) of
21 the Code of Ordinances, Anderson, South Carolina, so as
22 to establish that each speaker will be allowed not
23 more than three minutes to address the matter for which
24 a public hearing has been scheduled.
25 I'll talk a little about this. I put this on the
26 agenda to clear something up. What we've got now,
27 there's been a misunderstanding for years. Done some
28 research a while back. The public hearing is unlimited
29 in time. But that unlimited time means if a hundred
30 people show up to talk all hundred of them get to talk.
31 Not all hundred of them can talk unlimited time. It's
32 for three minutes just to clear it up instead of whoever
33 the chairman is having to weigh out, heard enough, let's
34 move on. This makes it a little more cut and dry like
35 this.
36 I put that in the form of a motion.
37 RAY GRAHAM: Second.
38 TOMMY DUNN: Second Mr.
39 Graham. Any discussion?
40 CINDY WILSON: Mr. Chairman,
41 may I?
42 TOMMY DUNN: Ms. Wilson.
43 CINDY WILSON: This in no way
44 precludes a citizen from putting an item on the agenda
45 before the agenda closes if they have more information
46 to share with us, or sending it to us?
47 TOMMY DUNN: This is only
48 pertaining to public hearings.
49 GRACIE FLOYD: Mr. Chair.
50 TOMMY DUNN: Ms. Floyd.

1 GRACIE FLOYD: Okay. I oppose
2 this terribly. It's taking away some of the rights, few
3 rights, that the people have dealing with the county.
4 In the past twenty-one years that I have been up here,
5 we have always had public hearings where anybody, any
6 place, any color, any kind could come up and say what
7 they had to say. Taking it down to three minutes is
8 almost impossible.

9 We have a thing in there that says that the county
10 chair at any time get the people together and elect a
11 spokesperson if it's a lot of people. You elect a
12 spokesperson to come in to talk for everybody with
13 unlimited time. But to cut everything off to three
14 minutes. Can anybody say what they really have to say
15 in three minutes? I can, but you wouldn't want to hear
16 it. I think that we need to leave it as it is. Just
17 because it's long and you get tired up here, go home.
18 Give the people a chance to say what they have to say.
19 Anybody. Three minutes just won't do it.

20 When we had the airport discussion, we had a lot of
21 people come then and everybody said what they had to
22 say. When District 4 came up to complain about their
23 issues going on, everybody spoke. When these people got
24 up to speak -- and there was another issue up in
25 District 4 where the people wanted to speak so badly
26 that they all got up and formed a line from the old
27 county center from the back all the way back to the
28 front. You remember that. Nobody died up here from
29 boredom. Nobody died from that. Nobody got up and
30 left. But some people are just impatient. But if you
31 all sit down and let this pass, you have given away some
32 of your rights that had something to say about what goes
33 on up here. Thank you.

34 TOMMY DUNN: Anyone else?
35 Again, I want to reiterate, this is taking no rights
36 away from nobody. Everybody's still got a right to
37 talk. This rule never was intended when it was made up.
38 It hasn't been in effect twenty-one years on public
39 hearings. This is just to clarify everything, keep the
40 chairman from having to gavel somebody down after they
41 think they've heard too much. Makes it a little bit
42 more clear. And everybody has talked before at the
43 first of the meeting and later in the meeting, it's
44 three minutes, and I think we've done pretty well about
45 getting that in.

46 Most of us stay here from the start of the meeting
47 to the end of the meeting. We don't get up and walk
48 out.

49 Call for the vote now. All in favor of the motion
50 show of hands. All opposed ---

1 GRACIE FLOYD: Watch closely.
2 TOMMY DUNN: Show the motion
3 carries, Mr. Davis, Mr. Sanders, Mr. Dunn, Mr. Graham
4 and Ms. Wilson in favor. Ms. Floyd opposes.
5 CINDY WILSON: Mr. Chairman,
6 may I make a quick comment?
7 TOMMY DUNN: Yes, ma'am.
8 CINDY WILSON: We will have a
9 public hearing on this.
10 TOMMY DUNN: That's right.
11 We'll be moving on to item number 8, resolutions.
12 There are none.
13 Moving on to number 9, rural infrastructure
14 authority grant, Stone Haven sewer. Mr. Burns.
15 RUSTY BURNS: Mr. Chairman,
16 we request the permission to apply for this grant. We
17 would be getting six hundred and thirty-three thousand
18 dollars for this grant. We would have put in two
19 hundred and thirty-three thousand. This is in the Stone
20 Haven area where we've had continuous problems,
21 continuous problems with flooding. This would rectify
22 all the problems in that area.
23 The grant would cover sixty-eight percent of it and
24 we would be putting in the balance. The funding from
25 the county side would come from the sewer fund.
26 TOMMY DUNN: Do we have a
27 motion to put this forward?
28 CINDY WILSON: So moved.
29 TOMMY DUNN: Motion Ms.
30 Wilson. Do we have a second?
31 JIMMY DAVIS: Second.
32 TOMMY DUNN: Second Mr.
33 Davis. Any discussion? All in favor of the motion show
34 of hands. All opposed. Show the motion carries.
35 GRACIE FLOYD: No.
36 TOMMY DUNN: I said motion
37 carries.
38 GRACIE FLOYD: You said
39 opposed. You didn't call ---
40 TOMMY DUNN: I did opposed.
41 You didn't raise your hand so I was moving on.
42 GRACIE FLOYD: You didn't call
43 for abstains.
44 TOMMY DUNN: Show the motion
45 carries with Mr. Davis, Mr. Sanders, Mr. Dunn, Mr.
46 Graham, Ms. Wilson in favor. Abstention Ms. Floyd.
47 GRACIE FLOYD: Thank you.
48 TOMMY DUNN: Moving on,
49 number 10, bid approval. This will be bid number 21-
50 010, Dolly Cooper baseball field, one project. Who

1 wants to have this, Mr. Carroll or Mr. Burns, Mr. Davis?
2 Who's got this? Mr. Carroll?

3 ROBERT CARROLL: Thank you, sir.
4 We have a bid out currently, bid number 21-010 for the
5 baseball field improvements at Dolly Cooper Park. The
6 bids aren't due back till a week from Thursday. And
7 then once the next council meeting comes around it would
8 be another almost two weeks or so. So what we're asking
9 for is for a preapproval to a qualified bidder up to two
10 hundred and fifty thousand dollars for this project.
11 And if the bids come in and it exceeds it, then we won't
12 be able to do anything. We'll have to come back to
13 council for that price. But right now we're asking as
14 long as it does not exceed two hundred and fifty
15 thousand dollars that we be able to move forward with
16 it. There's irrigation and turf on there and we're just
17 trying to basically beat the cold months to be able to
18 get this in the ground and going.

19 TOMMY DUNN: Thank you, Mr.
20 Carroll. Do we have motion?

21 JIMMY DAVIS: So moved.

22 CINDY WILSON: So moved.

23 TOMMY DUNN: Motion Mr.

24 Davis; second Ms. Wilson. Now discussion?

25 JIMMY DAVIS: Mr. Chair.

26 TOMMY DUNN: Mr. Davis.

27 JIMMY DAVIS: I'm happy to

28 see this today. I understand the complexity of it.
29 Dolly Cooper has had a semi-finished baseball field for
30 many years. And with staff and council approval, this
31 can move forward and we can actually have a place for
32 the Powdersville Youth to play baseball and softball.

33 Currently there are -- and all of you know how much
34 growth the Powdersville area has had. This will help
35 us. Currently there is nowhere for any of the youth in
36 that area to play baseball or softball. We have a
37 football field, but no baseball field or complex. So
38 this will be -- right now our county youth are having to
39 rent fields in other counties just to have youth sports.
40 So this will be a great addition to the county. And I
41 appreciate staff working with me on this. Thank you,
42 Mr. Chair.

43 TOMMY DUNN: Thank you, Mr.
44 Davis. Anyone else? All in favor of the motion show of
45 hands. All opposed. Show the motion carries
46 unanimously.

47 Moving on now to item number 11, report from the
48 Planning and Public Works Committee Meeting held on
49 September 2nd, 2020. Ms. Wilson.

50 CINDY WILSON: Thank you, Mr.

1 Chairman. Our meetings have continued with the concerns
2 of intense development in our county and the need to
3 update our land use development standards and storm
4 water runoff issues. We met Wednesday, the 2nd, and the
5 following items were under review.

6 We have our approval of minutes for the July 22nd
7 meeting. And then we began discussion of the storm
8 water management exemption for single family residential
9 construction, not part of a subdivision, where there
10 wouldn't be runoff to an adjoining property or into a
11 stream. That will also be taken up somewhat in item 7.
12 And we're going to have public hearings involving our
13 professionals in the county regarding that, too.

14 We discussed deletion of special exceptions from the
15 zoning ordinance. We're having issues where we didn't
16 before, because we're getting greater development in the
17 county. For example, communication towers are not
18 really welcome in a lot of residential areas, nor are
19 shooting and skeet ranges and gun schools. We recognize
20 the need to update some rules and regulations where
21 event venues and bread and breakfasts are considered.
22 Also in recognition that Anderson County, South Carolina
23 is one of the top seven in the nation for Air B & B
24 rentals. Who would have imagined that, but it's the
25 case.

26 Also, we're wanting to look at maybe separating from
27 residential zoning some sort of consideration for
28 childcare, group homes, hospitals, schools, churches
29 that should be examined with some consideration of size
30 and context to the neighborhood and so forth and traffic
31 considerations. Perhaps we need to look at
32 institutional type zoning for that.

33 The other item that we -- came into consideration
34 was the discussion and recommendations for increasing
35 lot size from eight thousand square feet to fifteen
36 thousand square feet or developer's choice in clustering
37 buildings in six thousand square foot parcels and place
38 the difference into undeveloped space adjoining the
39 cluster with conservation development design guidance.
40 Well, this, of course, is to be considered primarily in
41 unzoned areas that have sewer. We voted three and zero
42 to move this forward for further consideration from
43 council. We have a meeting tomorrow evening at six
44 o'clock where we will have a minimum of twenty speakers
45 dealing with the different perspectives of this possible
46 adjustment in our land use zoning and use of property.

47 We also wanted to point out that in consideration of
48 affordable housing, we have blocks of homes in
49 delapidated areas that can be purchased in every town in
50 the county where it's been done before like Clemson -- I

1 mean not Clemson -- but Greenville and Columbia, the
2 developers, the contractors, made a great profit and
3 people were able to get into lovely homes for less than
4 the market cost. And we're all offering to tour
5 prospective purchases around our respective
6 municipalities.

7 In the upgrades for storm water measures and
8 consideration for flooding, Mr. Batson provided us with
9 some of the observed problems. We have streams flash
10 flooding in urban areas during intense rainfall and
11 during what we now have is frequent rain events. The
12 primary contributing factors are large areas of
13 development with limited storm water management and new
14 development too close to streams.

15 For example, we are now only considering twenty-five
16 year flood episodes. Our Roads and Bridges only
17 consider like two to five years. Obviously, the drought
18 is broken now and we obviously have some frightfully
19 expensive repair work around the county and we need to
20 take into consideration also the flooding into homes and
21 close neighboring homes during extended rainfall.

22 Mr. Wooten can attest to the phone calls he and I
23 got over on Edgebrook. A beautiful town home flooded
24 twice. And what we found was that the developer did not
25 really put into context that his development was in the
26 watershed where the water was collected from quite a
27 large area around, including a new highway, and he
28 focused his runoff into a county drain that was about
29 forty years old and only sized for what was in place
30 then. A lot of homes in our county do not have flood
31 insurance. It is a tremendous cost to go in and rehab a
32 house after a major flood. That poor family had it
33 twice.

34 So we're wanting to consider some new development
35 standards that can take into the need for more stringent
36 standards. I think from what we're hearing and reading
37 that perhaps we need to put a lot of this up-front into
38 consideration before a development is permitted, whether
39 it's zoned or unzoned. We've got some more areas where
40 we really need to look into.

41 We also need to have a development to carry their
42 internal drainage and keep it on the property and flow
43 it down going off. There are a lot of things that we'll
44 be looking at there.

45 We're also looking at requiring our developers to
46 continue maintenance of their retention ponds in a
47 development by retaining ownership and posting bond to
48 ensure maintenance past their sale-out. We have many
49 orphaned retention ponds around the county and the
50 taxpayers are having to pay to maintain them, which is

1 not particularly fair since a lot of the developers are
2 LLCs and then they file bankruptcy sometimes and leave
3 the county holding the bag and the people who live in
4 those communities.

5 So we've got a lot of homework to do. And I'm very,
6 very glad to see our professional communities, our
7 homebuilders, developers and Board of Realtors taking a
8 strong interest in this, in addition to our many
9 citizens who are very concerned. It's to be noted that
10 the most anguishing calls that we have as council
11 members and most contentious public hearings we have
12 deal with a more intense use in a zoned area than what
13 it's zoned for. We never seem to have problems when,
14 for example, an R-20 or R-8 wants to go back to
15 residential agriculture. That's a less intense use, and
16 we never have dissension on that. But we really have a
17 lot of dissension where landowners and homeowners in an
18 area where a large project is proposed. They are pretty
19 concerned. So we're putting a lot of measures in place
20 to try to allow for development, but go through a more
21 considerate process where we as a county have, if it's a
22 project whether it's zoned or unzoned, we now have the
23 councilman meeting with the proposed developer in the
24 county offices to look at what the potential issues
25 would be and try to resolve them before it goes into a
26 hearing.

27 We're also notifying adjoining landowners with more
28 measures than just postcards. We know our postal
29 service has not been particularly reliable the last
30 year. So now we do the postcards and reverse 911 calls,
31 in addition to posting the property and having legal
32 notices.

33 So this was our meeting on the 2nd. And we will
34 have another meeting tomorrow evening at six, and all
35 are welcomed to attend. We value your input.

36 Thank you.

37 TOMMY DUNN:

Thank you.

38 Moving on next to Finance Committee's report. Mr.
39 Sanders.

40 BRETT SANDERS:

Yes, sir, Mr.

41 Chairman. We met on September the 8th and we approved
42 our January 31st minutes. We also discussed the
43 proposed '21 operating and capital budget. And I think
44 a lot of it that I'm going to touch on now will touch on
45 item number 13 on the agenda, as well.

46 As of right now we have a balanced budget with 2.5 -
47 - 2.1 year -- I mean month reserve, finance reserve.
48 With these uncertain times, if you don't mind, I'd like
49 to hit a few of the points or bullets on the budget. We
50 have no tax increase. There will be no solid waste fee

1 increase. We decreased the general fund budget nine
2 hundred and forty-one thousand eight hundred and fifty
3 dollars. Twenty-seven million dollar overall decrease
4 in all funds when compared to last year's budget. There
5 was a three hundred and fifty-eight thousand dollar cut
6 from operating and contractual in the general fund. We
7 had twenty positions frozen all year, plus six in the
8 Sheriff's Office, resulting in a 1.4 million dollar
9 savings. The six frozen positions of the Sheriff's
10 Office will go towards funding their second year of
11 their pay plan for the six departments under the
12 sheriff. There were forty-five new positions requested
13 in the '21 budget. The draft of the budget is only
14 recommending two part-time positions in the Detention
15 Center that already work forty hours a week and have
16 benefits to be transferred to full-time positions. This
17 will cost the county no additional funds.

18 The administrator is also recommending two laborers
19 in Solid Waste to assist the Anderson Regional MFR due
20 to the lack of inmate labor.

21 There's also -- incorporates a three Convention and
22 Bureau employees under the general fund. The draft
23 provides the Detention Center with a medical contract
24 increase of three hundred and five thousand; also an
25 increase to provide health insurance charge to the
26 department from seven hundred per employee, to eight
27 hundred per month, employee. There is also a 1.1
28 million dollars more in the facilities to maintain our
29 aging buildings, along with the TTI building. There was
30 a one million dollar increase in the Information
31 Technology budget to replace our aging infrastructure.
32 We're providing for construction of the new Fleet
33 Service building. We're also providing for new
34 Financial Management software, jail and civil records,
35 and a CAD system. We're also providing for the sewer
36 infrastructure to exit 14, Welpine and Six & Twenty.

37 That's just a general highlight of some of the
38 things. We met, like I said, we voted unanimously to
39 send the budget forward in title only. We will be
40 having other meetings to tweak things further. And also
41 we put it forward along with the approval of the 2020
42 tax millage rate so that Mr. Hunter can start getting
43 the tax notices out. We voted unanimously on that, as
44 well as the committee, and that pretty much sums up what
45 we've done and what is before you today, sir.

46 TOMMY DUNN: At this time
47 coming from the Finance Committee doesn't need a second
48 on approval of the tax year levy. Are there any
49 discussion? Hearing none, all ---

50 GRACIE FLOYD: Yes.

1 TOMMY DUNN: Yes, ma'am, go
2 ahead.
3 GRACIE FLOYD: Somebody else
4 was talking first?
5 TOMMY DUNN: Go ahead.
6 GRACIE FLOYD: Yes, I do. And
7 you knew I would. Everybody knows that I would because
8 I just can't sit still and read all this stuff and then
9 raise my hand afterwards just like I knew everything
10 about it without asking any questions that you all could
11 hear at all. But I do.
12 First of all, as I said, I had personal reasons and
13 I could not come to the council meeting -- to their
14 meeting, which I had planned to do. But I would like to
15 have a copy of your minutes, please. I know you have
16 minutes; right?
17 BRETT SANDERS: Yes, ma'am.
18 GRACIE FLOYD: And Ms. Wilson,
19 District 7, I would like to have copies of your minutes
20 of your meeting, as well.
21 I think that, I think that we shouldn't be asked to
22 vote on this first reading since we all just got this
23 today. When we got here we got the budget package. I
24 don't know what's in it. Maybe these guys up here know,
25 but I don't know what's in it. And I would like to have
26 time to read it. Or if I can't I'll just vote against
27 it. Which is not fair to me.
28 I think that some of this stuff in here, as it was
29 said earlier, maybe some of this stuff could be let go.
30 I know that we have been letting go some of our
31 permanent employment. How do you say it? Some of our
32 employees that we employed here, they have been let go
33 or their time has been shortened. And we're holding on
34 to internship people. Interns. I don't think that's
35 fair. I don't think it's right. If you've got somebody
36 with a full time job and he or she is not being employed
37 full time, but yet the interns are making more money
38 than they are making, I don't think that's right. Did
39 you check that in your ---
40 BRETT SANDERS: No, ma'am.
41 GRACIE FLOYD: You didn't know
42 about that?
43 BRETT SANDERS: Yes, ma'am.
44 GRACIE FLOYD: You knew about
45 it?
46 BRETT SANDERS: I looked
47 through the employees. We went through line by line.
48 And again, this is our Finance Committee -- I think I
49 sent you an invitation or had Lacey send one.
50 GRACIE FLOYD: Honey, I told

1 you ---
2 BRETT SANDERS: We will be
3 having another Finance Committee meeting and we can
4 discuss ---
5 GRACIE FLOYD: Mr. Sanders, I
6 that you sent me that, but didn't I just say that I
7 wasn't well. I didn't have the COVID, but I had other
8 issues that I could not come.
9 BRETT SANDERS: We're going to
10 have several more meetings. And then you can come into
11 the Finance Committee meeting and we'll go through line
12 by line. I think Chairman Graham and Councilwoman
13 Wilson also had questions and concerns that we're going
14 to work through on the next Finance meeting.
15 GRACIE FLOYD: Mr. Sanders,
16 that's wonderful. But are you answering my question?
17 Are you answering my question?
18 BRETT SANDERS: Yes, ma'am. I
19 went through the budget. You got yours. You said you
20 just got it. So I don't know it may already be -- your
21 question is probably already addressed in there if you'd
22 read it. You need to look at it.
23 GRACIE FLOYD: Well, I
24 wouldn't know that. But anyway, I thank you. If you
25 have gone through it, I thank you because it's not fair
26 that our permanent employees -- she said that she --
27 she's a permanent employee, but interns are making more
28 than she makes.
29 BRETT SANDERS: What
30 department?
31 GRACIE FLOYD: I don't know.
32 But that was my concern in it, and I thank you.
33 TOMMY DUNN: Any more
34 discussion. Let's get back on topic and that will be
35 the approval of the tax year millage. All in favor of
36 the motion show of hands. All opposed. Show the motion
37 carries, Mr. Davis, Mr. Sanders, Mr. Dunn, Mr. Graham
38 and Ms. Wilson in favor and Ms. Floyd opposes.
39 Now moving on to item number 6. We do need item
40 number 6, Mr. Sanders?
41 BRETT SANDERS: I beg your
42 pardon?
43 TOMMY DUNN: Item number 6?
44 BRETT SANDERS: Yeah, executive
45 session on contractual matters related to health
46 insurance. And I'd like for us to put that in the form
47 of a motion to go into executive session.
48 TOMMY DUNN: Mr. Sanders
49 makes a motion. Do we have a second?
50 RAY GRAHAM: Second.

1 TOMMY DUNN: Second Mr.
2 Graham. All in favor of the motion show of hands.
3 Opposed like sign. Show the motion carries. Step right
4 back here. We'll be right back in a few minutes.
5 **EXECUTIVE SESSION**
6 CINDY WILSON: Mr. Chairman,
7 may I make the motion that we come out of executive
8 session, having received information regarding our
9 health insurance plan, with no decisions made.
10 TOMMY DUNN: Have a second?
11 JIMMY DAVIS: Second.
12 TOMMY DUNN: Second Mr.
13 Davis. All in favor of the motion show of hands. Show
14 the motion carries.
15 Do we have a motion?
16 BRETT SANDERS: Mr. Chairman.
17 TOMMY DUNN: Chairman
18 Sanders.
19 BRETT SANDERS: I'd like to put
20 a motion that we move to approve the proposed changed to
21 co-pay and deductibles for the Anderson County self-
22 insured health plan for 2021, with no changes in
23 premiums paid by employees for 2021, as discussed in
24 executive session.
25 TOMMY DUNN: We have a
26 motion. Do we have a second?
27 CINDY WILSON: Second.
28 TOMMY DUNN: Second Ms.
29 Wilson. Any discussion? All in favor of the motion
30 show of hands. Opposed like sign. Show the motion
31 carries unanimously.
32 Moving on to item number 13, ordinance first reading
33 of the 2020 budget. This coming from the Finance
34 Committee doesn't need a second. I open the floor up
35 for discussion. Any discussion?
36 CINDY WILSON: Mr. Chairman,
37 may I ---
38 TOMMY DUNN: Ms. Wilson.
39 CINDY WILSON: --- quickly
40 point out, we will not know what our aid to local
41 subdivisions will be from the state yet. There are a
42 lot of working parts that have not been fully flushed
43 out because of the shutdowns. We can only anticipate
44 reduced revenue to the county and possibly additional
45 delinquencies in taxes. So we've got a rough road
46 ahead. We'll just have to work really hard together to
47 come up with what is workable for our citizens.
48 Thank you.
49 TOMMY DUNN: Thank you.
50 Anyone else?

1 JIMMY DAVIS: Mr. Chair.
2 TOMMY DUNN: Mr. Davis.
3 JIMMY DAVIS: I just want to
4 say a word of gratitude to Chairman Sanders and the rest
5 of the committee and Ms. Davis and the county staff for
6 working diligently on getting something put together
7 when there's still a lot of unknowns. But at the end of
8 the day, we're not looking at a tax increase for our
9 citizens. And I just want to say I thank you from the
10 bottom of my heart and I appreciate the efforts. Thank
11 you, Mr. Chair.
12 TOMMY DUNN: Thank you.
13 Anyone else? All in favor of the motion show of hands.
14 All opposed. Abstentions. Show the motion carries.
15 Moving on to appointments. Ms. Wilson, do you have
16 any appointments?
17 CINDY WILSON: I don't.
18 TOMMY DUNN: Mr. Graham?
19 RAY GRAHAM: I don't.
20 TOMMY DUNN: Mr. Sanders?
21 BRETT SANDERS: No, sir.
22 TOMMY DUNN: Mr. Davis?
23 JIMMY DAVIS: No, sir.
24 TOMMY DUNN: Ms. Floyd? Any
25 appointments?
26 GRACIE FLOYD: Yeah, but you
27 skipped over me. No, I don't have any. Thank you for
28 asking.
29 TOMMY DUNN: No, I was going
30 around. I didn't skip over nobody.
31 Moving on now, for Craig Wooten who was unable to
32 attend he asked me to nominate for the Anderson County
33 Planning Commission for District 1. Y'all have a copy
34 of his application. And that will be Mr. Charles E.
35 Kinsey, Jr. I think he would be a fine asset to our
36 Planning Commission. Mr. Wooten asked me to nominate
37 him. I put that in the form of a motion.
38 CINDY WILSON: I'll second.
39 TOMMY DUNN: Second Ms.
40 Wilson. Any discussion? Hearing none, all in favor of
41 the motion show of hands. Show the motion carries.
42 Welcome aboard, Mr. Kinsey. Appreciate having you.
43 Be moving on now to requests by council members.
44 Mr. Davis?
45 JIMMY DAVIS: None today,
46 sir.
47 TOMMY DUNN: Mr. Sanders?
48 BRETT SANDERS: None at this
49 time, sir.
50 GRACIE FLOYD: Ms. Floyd?

1 GRACIE FLOYD: I don't have
2 any at this time. But I do have a question. I saw in
3 the book where somebody, I think it was Mr. Wooten, was
4 given back some money that went unspent because of the
5 pandemic. I, too, made some allocations before the
6 pandemic and the people did not get a chance to keep the
7 money. I tried to call and ask about that, but nobody
8 would take my call when I did. So I told the people of
9 the entity just to hold onto it.
10 Can someone now tell me, what do we do with that
11 money? I think this would be a good question for our
12 attorney to tell us which way to go. People who were
13 allocated funds but did not get a chance to use it, what
14 should they do? Should they keep it for maybe another
15 allocation or should the money be returned?
16 LEON HARMON: Ms. Floyd, I
17 think the money should be returned. We now require in
18 our ordinance that entities that receive funds provide
19 receipts for the expenditure of those funds. So if they
20 return them, they can be reallocated for some other
21 entity.
22 GRACIE FLOYD: That's the
23 clearest thing I have gotten since the pandemic. But
24 Mr. Newton has been doing very well with the
25 responsibility thrust upon him. But I do appreciate
26 that. And I will follow through.
27 TOMMY DUNN: Mr. Graham?
28 RAY GRAHAM: I don't have
29 any. Thank you.
30 TOMMY DUNN: Ms. Wilson?
31 CINDY WILSON: None. Thank
32 you.
33 TOMMY DUNN: District 5 has
34 none.
35 Moving on to administrator's report.
36 RUSTY BURNS: Nothing at this
37 time, Mr. Chairman.
38 TOMMY DUNN: Moving on to
39 citizens comments. As Mr. Harmon calls your name,
40 please state your name and district for the record. You
41 have three minutes. And address the chair.
42 LEON HARMON: Mr. Chairman,
43 first speaker is Nelson Waller.
44 NELSON WALLER: Good afternoon,
45 ladies and gentlemen, and my fellow citizens. I would
46 like to share with you a petition that is now in
47 circulation.
48 We, the undersigned, request and urge that the
49 Anderson County Council decline to move, remove or
50 otherwise alter the Confederate Monument in the center

1 of town. The same goes for any other token of Southern
 2 Confederate history and culture. This history is noble,
 3 honorable and major. It is not negotiable or a
 4 political bargaining chip. Anarchy is in the air today
 5 as fanatics demand the extirpation of everything not
 6 deemed politically correct. They must be stopped; not
 7 heeded. They are clearly driven by hatred of America,
 8 her peoples and traditions; not fairness or equality as
 9 is stridently claimed.

10 It is only in dictatorships that statues are pulled
 11 down because they don't match a new political vogue.
 12 Anderson is not the USSR where Stalin demolished the
 13 huge Cathedral of Christ the Savior to make way for the
 14 palace of the Soviets. We do not want the county
 15 evidencing that mentality.

16 The slavery argument is disingenuous. Ninety-six
 17 percent of the men who died for the South came from
 18 families who owned no slaves. Source, 1860 Census.
 19 Professor David Blight of Yale University has stated
 20 publicly that the Southern Troops fought to keep the
 21 original Constitution with all its mandates for liberty
 22 and individual freedom. This is a professor from Yale
 23 up in Yankee land. And the North fought to impose a new
 24 regime on the United States based on the Fourteenth and
 25 Sixteenth Amendments.

26 The monument does not stand for white supremacy or
 27 slavery. It stands for the suffering, death and misery
 28 that our ancestors, our noble ancestors, endured in
 29 defense of their homes and families and farms and way of
 30 life.

31 Did you know that the Union Army was taking part in
 32 a Communist assault on us? Here is a column from the
 33 Washington Post by Marc A. Theissen. It's titled, Yes,
 34 Antifa is the Moral Equivalent of neo-Nazis. Last
 35 weekend in Berkeley, California a group of neo-
 36 Communists antifa thugs attached peaceful protestors at
 37 a no to Marxism rally with ---

38 LEON HARMON: Time, Mr.
 39 Chairman.

40 TOMMY DUNN: That's time.
 41 Thank you, sir.

42 NELSON WALLER: Three minutes?

43 TOMMY DUNN: Time. You had
 44 three minutes.

45 NELSON WALLER: Okay. Thank
 46 you. I have copies of this Petition for each of you.

47 TOMMY DUNN: Leave them on
 48 that table over there. Mr. Harmon will give them to us.
 49 He'll take care of them right over there.

50 Mr. Harmon?

1 LEON HARMON: Mr. Chairman,
2 next speaker is Glenn Thomason.

3 GLENN THOMASON: I just
4 want you to know Councilwoman, Ms. Gracie, I voted with
5 you a while ago in my heart -- I don't guess that counts
6 -- concerning the time we have to speak.

7 But I'm Glenn Thomason. I'm owner and founder of
8 Anderson Screen Printing and Embroidery, forty-three
9 years ago. I was born and reared in Anderson County and
10 I'm eighty years of age. And I'm an old mill hill boy
11 and raised by a mom that my dad walked off as a drunk
12 when I was nine years old. So life has been a pretty
13 big challenge for me in many, many ways. I grew up
14 hopping curb at Dick Wilson's up at the Shining Tower.
15 Glenn's Economy Drug Store when Mayor Glenn gave me a
16 job. I attended Boys High School. Dropped out in the
17 eleventh grade. Frog Reames came after me and said,
18 son, I want you to come back to school. I said, I
19 can't. I've got to make a living for my mama. Didn't
20 mean to bore you with that, but that's just my position.

21 And I'm here today to simply say that some things
22 have happened that I really don't quite understand. But
23 anyway, some of you have supposedly already got this
24 little pamphlet I passed out because I knew I probably
25 wouldn't ever get to speak to you because I've been
26 denied twice to speak because of the fact that the
27 agenda was full. And then the last email I got said
28 that they would let me have three minutes to say what I
29 needed to say.

30 At present time we are in a lawsuit with the county
31 of Anderson due to the fact that a six thousand eight
32 hundred and eighty-nine dollar check was stopped payment
33 during the COVID pandemic. I'm not going to weigh with
34 that because you got all that information. You might
35 have read it. If you didn't, if you threw it in the
36 trash can, then that's up to you.

37 But as I got to thinking about what has happened, on
38 February the 19th we received this bid request from the
39 county of Anderson. And that began a real nightmare for
40 my life and so forth and so on. We finally had to go
41 into a situation and tried to pursue everybody we could.
42 Contacted every person in the county that we know, but
43 nobody never one time returned my phone call. Even the
44 County Administrator sitting over here.

45 I feel like that as long as that American flag is
46 flying, we have a right to speak and reach out to you
47 people. Because number one, you're supposed to be
48 servants to the people. You don't own this county. You
49 serve at the pleasure of the people and the citizens.

50 And so I come here today, as I said, and I'm not

1 going to weigh you down with this, but in the final ten
2 weeks of investigation by the solicitor's office, that
3 some of you have a copy of that, and we took it to them,
4 the bad check and they made a ruling. The solicitor's
5 Office Worthless Check Unit in Anderson, South Carolina,
6 Solicitor David Wagner of the Tenth Judicial Circuit.
7 After ten weeks of investigating our stop payment
8 process filed against ---
9 LEON HARMON: Time, Mr.
10 Chairman.
11 TOMMY DUNN: That'll be
12 time, Mr. Thomason. That's your three minutes. That's
13 your time.
14 GLENN THOMASON: I want to say
15 one thing in leaving.
16 TOMMY DUNN: No, sir, that's
17 time.
18 GLENN THOMASON: I don't think
19 you and Rusty Burns need to have -- make the decision as
20 to who speaks ---
21 TOMMY DUNN: Sir, that's
22 time.
23 GLENN THOMASON: Thank you.
24 TOMMY DUNN: Mr. Harmon.
25 LEON HARMON: Next speaker is
26 Charlie Buff.
27 CHARLIE BUFF: I work with
28 Anderson Screen Print, as well. And I've been going all
29 through this with him, all the way through it. And it's
30 about destroyed this man. And y'all need to really take
31 a look at this situation because over twenty-one years
32 of working and everything, I ain't never seen nothing
33 like it. I mean it's just through the whole system and
34 the whole way y'all set things up, it just don't make no
35 sense that one person could make a decision to destroy a
36 company. And we looked at that art work. We concurred
37 that that was her main complaint and we looked at that
38 art work just like what it is on that piece of paper. A
39 child's drawing. That's up to interpretation. Anybody
40 can see that. I threw it in the computer, I separated
41 it out, printed it on the shirt. It was approved. It
42 was signed off on. Wrote in stone. Should get our
43 money for what we done on that shirt. Thank you.
44 TOMMY DUNN: Anyone else,
45 Mr. Harmon?
46 LEON HARMON: Yes, sir, the
47 last speaker is Elizabeth Fant.
48 ELIZABETH FANT: This must be
49 the day.
50 Number one, the agendas are blurry. The typed part

1 of the minutes are fine. The rest of the thing is
 2 blurry where you can't hardly read it. Sheriff's
 3 report. I don't know who's doing the difference in the
 4 printing, but you can't read it.

5 Microphones. You ladies and gentlemen need to pull
 6 the microphones toward you. Put them where we can hear
 7 what you say. Last time we couldn't hear half of what
 8 Ms. Wilson or Ms. Floyd said because neither one would
 9 speak in the microphones. They did this. We can't hear
 10 you. If we can't hear you, we don't know what you're
 11 saying, we don't know whether we agree with it or not.

12 Third thing is these things. Look around you. Look
 13 around you. None down to the chin on, on, none. Last
 14 week when I came in and sat down and put my papers down
 15 on the ground, sheriff's deputy came over to me and
 16 said, ma'am, you have to put your mask on. As I was
 17 putting my stuff down, I took it down because Ms. Wilson
 18 had none on. Mr. Dunn had none on. But I have to wear
 19 one.

20 Now, folks, what these two gentlemen just said is
 21 symptomatic of what's going on and it's symptomatic of
 22 what's going on in the protests in America right now.
 23 People are tired of being told to do one thing by some
 24 people who don't even do it and yet we have to do it.

25 GRACIE FLOYD:

Amen.

26 ELIZABETH FANT:

27 There are many
 28 reasons why the protests are valid. Now, I don't
 29 believe in rioting. I don't believe in killing cops. I
 30 don't believe in burning buildings. But the people in
 31 government are not listening. You're not listening to
 32 your constituents.

33 This COVID thing is horrible. Admittedly it's a bad
 34 disease. I don't have any problems with that. I do the
 35 safety precautions. I sit out here ten feet away from
 36 everybody. I must wash my face ten times a day. That's
 37 why I don't even wear makeup. I wash my hands probably
 38 more than that. But this business of being so
 39 obsessive, obsessive, obsessive with some of the stuff
 40 that's going on is killing America. You've got rioters
 41 and protesters out here tearing apart America. They're
 42 not wearing any damn masks.

43 This five minute limit -- three minute limit, excuse me
 44 -- on the public hearing, that could be changed to five
 45 and it might be adequate. But to cut somebody off
 46 because they've got something to say -- you're probably
 47 going to cut me off now. I'm probably not going to get
 48 it all out. Three minutes is not enough. Even if you
 49 know that you're going to be -- have three minutes and
 50 even if you go home ---

LEON HARMON:

Time, Mr.

1 Chairman.
2 ELIZABETH FANT: --- and you
3 time it beforehand. Yes, that's time.
4 TOMMY DUNN: Mr. Burns,
5 would you like to respond to the last speaker, one
6 before that, comments?
7 RUSTY BURNS: Yes, sir. The
8 denial on the payment for that came from the Special
9 Olympics. There is no county money involved in that
10 situation. As a service, Anderson County put out the
11 bids. The Special Olympics had a person, one of our
12 students in our Special Populations Program, do a design
13 for that shirt. When they received the finished
14 product, they rejected it as not being faithful to the
15 picture that was offered.
16 So we don't have the money. It is not county money.
17 They are the ones who denied the payment on that
18 product.
19 TOMMY DUNN: And correct me
20 if I'm wrong, they got sued; right?
21 RUSTY BURNS: Yes. There is
22 a lawsuit that they have brought against us, although we
23 have no county money involved. We did not reject it.
24 We merely performed a service for that organization to
25 assist them.
26 TOMMY DUNN: And we'll see
27 how that plays out.
28 RUSTY BURNS: Yes, sir.
29 TOMMY DUNN: Mr. Graham.
30 RAY GRAHAM: So is Special
31 Olympics named in the lawsuit?
32 TOMMY DUNN: Special
33 Population.
34 RAY GRAHAM: Excuse me. I
35 thought it was Special Olympics District 10 or something
36 on the paper I seen.
37 LEON HARMON: Mr. Graham,
38 they are not named in the lawsuit. They have not been
39 served in the lawsuit.
40 RAY GRAHAM: So who was the
41 agreement with? I'll talk to you later. I mean, I'm
42 sure y'all are handling everything.
43 GRACIE FLOYD: Well, I have a
44 question, as well, ---
45 TOMMY DUNN: Go ahead, Ms.
46 Floyd.
47 GRACIE FLOYD: --- for the
48 attorney. What is this about? Now what I read -- they
49 didn't call me because I answer my calls. I answer a
50 lot of theirs, too, but I answer their calls -- answer

1 calls. But explain to me, what happened? Why weren't
2 they paid for the work that they did after it was
3 approved by them when the printer sent the work back for
4 approval and they approved it, then what happened?
5 RUSTY BURNS: When they
6 brought the finished product back ---
7 GRACIE FLOYD: Oh, you're
8 talking to me. Thank you.
9 RUSTY BURNS: When they
10 brought the finished product back it did not meet the
11 requirements that they had expressed. The picture was
12 distorted, according to them. Again, this does not
13 involve county money. We merely provided a service to
14 bid the project out for them. We did not turn down the
15 final product. Special Olympics turned down the final
16 product.
17 GRACIE FLOYD: Well, Mr. -- I
18 forgot your name. Mr... why are they coming to the
19 county about this then if we didn't have anything to do
20 with it? And that's another question. They say they
21 went to the courts. And what did the courts say? I
22 couldn't understand him.
23 RUSTY BURNS: They went to
24 the Solicitor. The Solicitor suggested if they had an
25 argument they should take it to Magistrate's Court, is
26 my understanding.
27 GRACIE FLOYD: Thank you. And
28 thank you for talking with me.
29 RUSTY BURNS: You're welcome.
30 TOMMY DUNN: And just for
31 the record, the gentleman called me one time and left no
32 phone number. His phone number was blocked on my phone.
33 I've still got his message. Or he would have got a
34 returned phone call.
35 Moving on to comments from council members.
36 Mr. Davis.
37 RUSTY BURNS: He's gone.
38 TOMMY DUNN: I'm sorry.
39 Mr. Sanders.
40 BRETT SANDERS: None at this
41 time, sir.
42 TOMMY DUNN: Ms. Floyd.
43 GRACIE FLOYD: Yes, I have
44 some. For example, about this five minutes that you
45 give -- I mean three minutes that you're giving our
46 public, the people of Anderson County, the citizens,
47 about this three minutes you're going to give them to
48 voice their complaints, why not give them a block of
49 time, let's say twenty to twenty-five minutes block and
50 then let them decide how it will be used.

1 You know, I get a bad feeling when people walk off
2 and leave as I talk when they don't do it to anybody
3 else.

4 But anyway, why not give them a block of time and
5 let them decide how that block will be used. One person
6 will speak for all or they'll divide it up between three
7 or four people. They'll divide it up to three or four
8 people or whatever. But to give each person three
9 minutes, it'll come to the same thing because you'll --
10 you're still going to go over time. But instead of
11 giving them three minutes to come up and talk about
12 something that really bothers them and they voted for
13 you, I don't think it's right. I don't think it's
14 fair.

15 And another question is, when will we have the
16 meetings going back to regular time when people can
17 attend? Because everybody is working at twelve o'clock.

18 TOMMY DUNN: Everybody is
19 not, Ms. Floyd. It's a no-brainer.

20 GRACIE FLOYD: Most people at
21 working at twelve o'clock.

22 TOMMY DUNN: Not everybody.

23 GRACIE FLOYD: And yes, I am
24 mad. I am mad about a lot of things. I came in here
25 the meeting before last. There were five people sitting
26 in here with no mask on. Five. And I was the only one
27 that saw it.

28 I want to introduce you to somebody. Stand up, Ms.
29 Pickens. This is Linda Pickens. Why am I introducing
30 you all to her? Because you've heard of Favorite Sons
31 of a town or whatever. This is a favorite daughter.
32 Ms. Pickens grew up in Anderson County. She graduated
33 from Hanna High School. She went to Central Wesleyan
34 for her degree. She had to drop out. But she went back
35 and she finished. She joined the United States Army and
36 she came out a Captain. Her expertise -- well, you may
37 clap because I will do that, too.

38 **APPLAUSE**

39 GRACIE FLOYD: She came back here as a
40 Captain. She -- her training in the army was a nurse.
41 Not a LPN, not a RN. It's higher than the next up and
42 higher than that one. I forget what you call it. And
43 she is a COVID expert, trained in the army, trained
44 through her position, trained in her training. She is a
45 COVID expert. She knows what needs to be done and she's
46 doing it.

47 But the most important thing is Ms. Pickens came
48 back to Anderson County to live with us, to live among
49 us. And she has opened a business, it's like music,
50 arts, drama, for children and children who are involved

1 the STEM Program. She's been home now for about a year,
2 but she's now surfacing to the top.

3 Linda, I just want you to know publicly that we
4 appreciate you. We're glad you came back home to help
5 us because God knows we need help. And we thank you for
6 all you've done and all you're going to do. Thank you.

7 **APPLAUSE**

8 TOMMY DUNN: Mr. Graham.
9 RAY GRAHAM: Thank you, Mr.
10 Chairman. First of all, Captain Pickens, thank you for
11 your service.

12 Second, you know, we question each meeting why
13 people get up and walks out and disrespects one another,
14 but yet we show disrespect continuously. But enough of
15 that.

16 I just want to clarify what we voted on today
17 because apparently there's definitely some
18 misunderstanding. The three minutes does not change the
19 citizens comments nor does it change the time as far as
20 citizens comments at the end of the meeting. It's
21 strictly what it states, for a public hearing. And for
22 some reason we're putting them all in together. It's
23 already been three minutes on the other. So I mean it's
24 -- we really did nothing but cleaned up the ordinance
25 that was already in place, is the purpose of that.

26 Multiple times, many meetings that we've had where
27 we've had a hot topic where people was truly trying to
28 voice their opinion and truly comment on what's the
29 betterment of the county, whether it's in their mind or
30 whether it's in council's mind or whoever, we have voted
31 to extend that time. So that option is still there. We
32 have not changed none of that.

33 Thank you, Mr. Chairman. Pleasure being here today.

34 TOMMY DUNN: Thank you, Mr.
35 Graham. Appreciate it. Ms. Wilson.

36 CINDY WILSON: Thank you, Mr.
37 Chairman, and welcome home to the young lady, and thank
38 you for your service.

39 We've got a lot of homework to do and I look forward
40 to meeting with everyone as we start having more regular
41 meetings. Thank you.

42 TOMMY DUNN: Thank you.
43 Appreciate everybody coming out. Meeting be adjourned.

44
45

(MEETING ADJOURNED AT 1:17 P.M.)

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
OCTOBER 6, 2020

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
GRACIE FLOYD
RAY GRAHAM
BRETT SANDERS
JIMMY DAVIS
CINDY WILSON

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT

1 TOMMY DUNN: ... county
2 council meeting, our first meeting in October, regular
3 meeting, to order. I'd like to welcome each and every
4 one of you here tonight, or this afternoon, rather.
5 Appreciate y'all coming out and taking part in this.
6 We've got a full agenda today, so we're going to move
7 on quickly.

8 Mr. Davis called. He's running a little bit late.
9 We're going to get going. And Mr. Wooten is going to
10 be unable to attend today.

11 At this time I'd like to ask us all to rise,
12 please. We'll ask Councilman Sanders to lead us in the
13 invocation and pledge of allegiance.

14 **INVOCATION AND PLEDGE OF ALLEGIANCE BY BRETT SANDERS**

15 TOMMY DUNN: Item number 3,
16 minutes approval. We have not received those yet from
17 the September 15th meeting. So we'll do that next
18 meeting, hopefully.

19 At this time we have citizens comments. Be on
20 agenda items only. You have three minutes. When Mr.
21 Harmon calls your name, please state your name for the
22 record and the district you live in and address the
23 chair, please. Again, you've got three minutes, agenda
24 items only.

25 Mr. Harmon.

26 LEON HARMON: Mr. Chairman, we have
27 one citizen signed up; Elizabeth Fant.

28 ELIZABETH FANT: I'm talking on the
29 budget; number 7 and 8. As I said last time, we're in
30 a peculiar situation this year with the COVID and how
31 it has knocked out business, living arrangements,
32 basically since March. There are a lot of factors in
33 people's monetary lives right now despite the fact that
34 some people have gotten a stimulus check. It in no way
35 takes care of all the expenses that are being incurred
36 and will incur before the end of the year, including, I
37 think, high heating costs. There are already acorns
38 everywhere that tells me we're going to have a cold
39 winter. There are people that have been on delayed
40 eviction status because of the COVID, which is supposed
41 to run out, that caveat, the end of October. We're
42 going to have a lot of people that have nowhere to go.

43 We need to, this year, look at the budget as if it
44 was 2008 and cut, cut, cut, cut, delay, delay, delay
45 any expenses that are not necessary. Necessary
46 expenses would be things like the convenience centers,
47 if they need a way to compact the trash or if we have a
48 pump station that loses a motor. Those kind of things
49 we cannot delay. But every time I drive around town, I
50 see another vehicle, brand new vehicle, with an

1 Anderson County logo on it that wasn't here a month ago
2 or I haven't seen it. We're spending our money on
3 things that we cannot afford. We need to be taking
4 care of our citizens.
5 And those of you that are up there right now got
6 voted in, supposedly, because you were conservative
7 Republicans. I'm not seeing it.
8 TOMMY DUNN: Anyone else, Mr. Harmon?
9 LEON HARMON: No one else is signed
10 up, Mr. Chairman.
11 TOMMY DUNN: Thank you.
12 Moving on to item number 5, comments from District
13 2. Seeing Ms. Floyd is not here, we'll be moving on to
14 item number 6, third reading, 2019-059, an ordinance to
15 amend the Agreement for the development of a Joint
16 County Industrial and Business Park (2010) of Anderson
17 and Greenville Counties so as to enlarge the park,
18 Project Cheney Mill.
19 Mr. Nelson, you got anything you want to say on
20 this before we go into a public hearing?
21 BURRISS NELSON: This is just to finish
22 up the multi-county park agreement and finish up. This
23 is the last piece of it. So thank you for your time,
24 sir.
25 TOMMY DUNN: Time to go into public
26 hearing. Anyone wishing to speak to this matter,
27 please step forward, state your name and district for
28 the record, and address the chair, please. Anyone at
29 all? Seeing and hearing none, the public hearing will
30 be closed. Do we have a motion to move this forward?
31 BRETT SANDERS: So moved.
32 CINDY WILSON: Second.
33 TOMMY DUNN: Motion Mr. Sanders and
34 second Ms. Wilson. Any discussion? All in favor of
35 the motion show of hands. Show the motion carries
36 unanimously.
37 Moving on to item number 6(b), 2020-017, an
38 ordinance authorizing the execution and delivery of a
39 Fee in Lieu of Tax Agreement by and between Anderson
40 County, South Carolina and PRTR, LLC, a company
41 formerly known to the County as Project Westwind, with
42 respect to certain economic development property in the
43 County, whereby such property will be subject
44 to certain payments in Lieu of Taxes, including the
45 provision certain Special Source Revenue Credits,
46 Project Westwind.
47 This will be a public hearing. Anyone wishing to
48 speak to this matter, please step forward and state
49 your name and district again and address the chair,
50 please. Anyone at all? Seeing and hearing none, the

1 public hearing will be closed.

2 Mr. Nelson, I don't want to cut you out. You got
3 anything to say?

4 BURRISS NELSON: Just thanks to Tom
5 Roose and Westwind for investing in Anderson County.
6 Fabulous building. Didn't cost us a dime.

7 TOMMY DUNN: Thank you. Do we have a
8 motion to move this forward?

9 BRETT SANDERS: So moved.

10 CINDY WILSON: Second.

11 TOMMY DUNN: Motion Mr. Sanders,
12 second Mr. Graham. Now discussion. Hearing and seeing
13 none, all in favor of the motion show of hands.
14 Opposed like sign. Show the motion carries
15 unanimously.

16 Moving on to item number 7, report from the Finance
17 Committee meeting held on Monday, October 5th.
18 Chairman Sanders.

19 BRETT SANDERS: Yes, sir. As you said,
20 Monday, October 5th, we had a Finance Committee
21 meeting. Registration and Election CTCL grant, which
22 is the center for Technical and Civil Life, a grant in
23 the amount of one hundred and sixteen thousand zero
24 forty-four. It's for the purpose of planning operation
25 of a safe election and administration. We were told
26 also that there's an excessive number of mail-in
27 ballots with over sixteen thousand dollars in postage;
28 that this will also go to help with that, help with
29 signage and safety for our poll workers. And it comes
30 before council as unanimous from the Finance Committee.

31 TOMMY DUNN: Coming from the Finance
32 Committee, doesn't need a second. Any discussion on
33 this? All in favor of the motion show of hands. All
34 opposed like sign. Show the motion carries
35 unanimously.

36 Moving on to item number 4.

37 BRETT SANDERS: Number 4 was the Green
38 Pond SC DNR grant. It's a million dollar grant for the
39 construction of a three hundred and twenty foot
40 courtesy dock with a hundred foot T dock, also to be
41 used in construction with a new power source grid and a
42 trailer parking area. This grant has a match from our
43 accommodations tax of three hundred and thirty-three
44 thousand three hundred and thirty-four dollars. It
45 comes before council as unanimous approval from the
46 Finance Committee.

47 TOMMY DUNN: Coming from the Finance
48 Committee, again, it doesn't need a second. Any
49 discussion? Hearing none, all in favor of the motion
50 show of hands. All opposed like sign. Show the motion

1 carries unanimously.

2 And let the record Mr. Davis has arrived.

3 Moving on to item number 5, Chairman Sanders.

4 BRETT SANDERS: Yes, sir. This was a
5 grant for the Viva Recycling Update DHEC clean-up
6 grant. And it was close to two million dollars, 1.922
7 million, between Anderson County and S&ME, Inc., to
8 start immediately. The work will consist of a planned
9 development, a health and safety plan, a storm water
10 pollution prevention plan, coordination with the
11 petroleum company who has a right-of-way, project
12 mobilization set-up and site security, on-site clean-up
13 activities for tire removal, disposal of non-tire waste
14 and site stabilization. This also comes from the
15 Finance Committee to council as a unanimous vote.

16 TOMMY DUNN: Coming from the Finance
17 Committee, again, doesn't need a second. Any
18 discussion? Hearing and seeing none, all in favor of
19 the motion show of hands. All opposed like sign. Show
20 the motion carries unanimously.

21 Moving on, Mr. Chairman.

22 BRETT SANDERS: Discussion -- we had
23 discussion on the 2020-21 budget, and as was mentioned
24 earlier there is substantial cuts and decreases,
25 twenty-seven million overall, from the general fund,
26 along with ways to slow -- or hiring freeze to also
27 help protect the people that we have with us now.
28 There was some clarifications and clean-up points on
29 there that -- some mistakes that Ms. Wilson had notice,
30 and I think Ms. Pressley put them in there to make sure
31 we were paying attention. Pretty much we worked on
32 some things, went line-by-line down from the general
33 fund to capital projects, capital improvement, and
34 we've decided that we like what we see. And we will be
35 having another Finance Committee meeting prior to the
36 third reading on the budget.

37 TOMMY DUNN: Thank you, Mr. Chairman.
38 Appreciate the report. Appreciate the Finance
39 Committee's hard work.

40 Now moving on to item number 8(a), ordinance second
41 reading of the 2020 budget. Do we have a motion to put
42 on the floor?

43 BRETT SANDERS: So moved.

44 TOMMY DUNN: Motion Mr. Sanders.

45 Second Mr. Graham. Discussion.

46 BRETT SANDERS: Mr. Chairman, again,
47 like I said there are substantial cuts. We are in a
48 state of uncertainty, waiting to determine our state
49 funding, our property taxes as they arrived. I think
50 we're being good stewards of the taxpayers' money. And

1 like I said previously, we will be having a committee
2 meeting, a Finance Committee meeting prior to third
3 reading to finalize and tweak and have it ready for
4 council before third reading.

5 TOMMY DUNN: Thank you, again, Mr.
6 Sanders. Any more discussion?

7 CINDY WILSON: Mr. Chairman, may I?

8 TOMMY DUNN: Ms. Wilson.

9 CINDY WILSON: It was noted by our
10 citizen who spoke a while ago that she saw new vehicles
11 out. I'm not sure which vehicle specifically she was
12 referring to, but most of the vehicles are on the last
13 year's lease purchase. It goes through a long process
14 from being approved after the Fleet Services Department
15 had -- works with the department on what the department
16 needs, and then it's ordered after going through the
17 process. And then it takes months sometimes for that
18 vehicle to come in and then another month or so to get
19 it checklisted from our Fleet Services Department.

20 So many of the new vehicles you might see right now
21 were already part of the previous budget and they were
22 already in process. So you couldn't very easily turn
23 it around.

24 Thank you.

25 TOMMY DUNN: Thank you.

26 RAY GRAHAM: Mr. Chairman.

27 TOMMY DUNN: Mr. Graham.

28 RAY GRAHAM: I just want to commend
29 the Administrator and also Finance Department for their
30 hard work as far as getting the report to us as far as
31 the budget for this coming year. There is still some
32 work that we're wanting to do. And as Chairman Sanders
33 mentioned, I mean we are going to have another meeting
34 before the third and final reading. So I mean we are
35 continuing to look and I assure you -- I think I can
36 speak for all council members, I think everyone is
37 truly looking long term, you know, what's the final
38 exposures and events that's going to take place from
39 the COVID and everything else that we've got looking at
40 us today. What is the true impact that's going to be
41 for next year, for this budget year that we're actually
42 working on and also for years to come. So we are
43 continuing to look at that. And I think we're truly
44 trying to be good stewards. At the end of the day we
45 do still have to operate the county. And I think all
46 of the department heads has been advised that we've got
47 to truly be good stewards, cut costs where we can. And
48 I think that's being done. And we're continually
49 working on that.

50 Hopefully by the third reading we will have a

1 budget in place that's going to truly be the best
2 budget for the county.

3 Thank you, Mr. Chairman.

4 TOMMY DUNN: Thank you, Mr. Graham.

5 Appreciate all the work all the council members are
6 doing on the budget and continue to do. It's a
7 situation even if we pass the budget, as I had
8 discussion the other day, as we get revenue projections
9 come in, there will probably be some more changes made
10 later on, or could be.

11 BRETT SANDERS: And there's no tax
12 increase in that budget.

13 TOMMY DUNN: Yeah, that's right. All
14 in favor of the motion show of hands. All opposed like
15 sign. Show the motion carries unanimously.

16 Now we'll be moving on to item 8(b), 2020-021, an
17 ordinance to approve a template Lease Agreement for
18 Incubator/Soft Landing Economic Development Projects at
19 Anderson County's Facility at 1428 Pearman Dairy Road.
20 It's the old Ryobi building. Do we have a motion to
21 put this on the floor?

22 BRETT SANDERS: So moved.

23 CINDY WILSON: So moved.

24 TOMMY DUNN: Motion Mr. Sanders;
25 second Ms. Wilson. Discussion? Mr. Nelson, do you
26 have anything?

27 BURRISS NELSON: No, sir. Just that we
28 still have two clients ready to move in as soon as we
29 get this worked out.

30 TOMMY DUNN: This is a second
31 reading. We talked about this on the first thing.
32 Any more discussion? All in favor of the motion show
33 of hands. All opposed like sign. Show the motion
34 carries unanimously.

35 Moving on to 8(c), 2020-022, an ordinance to amend
36 section 2-38-(c)(4) of the Code of Ordinances,
37 Anderson, South Carolina, so as to establish that each
38 speaker will be allowed not more than three (3) minutes
39 to address the matter at a public hearing scheduled. I
40 put this forward in the form of a motion. Have a
41 second?

42 JIMMY DAVIS: So moved.

43 TOMMY DUNN: Have a second Mr. Davis.

44 Now any discussion? I just want to point out, this
45 ain't changing nothing. It's just on a public hearing
46 thing, it's putting a time thing on it. The intent of
47 this years ago when it was drawn up was no time limit
48 on a public hearing. If there's a hundred people shows
49 up, all hundred of them gets to talk. It's just you
50 can't talk on and on in time. It's take a little bit

1 out of the chair having to gavel somebody down. Any
2 more discussion?

3 CINDY WILSON: May I quickly point out,
4 please, ---

5 TOMMY DUNN: Ms. Wilson.

6 CINDY WILSON: --- that it does not
7 preclude a citizen requesting time on the agenda to
8 speak at the meeting with a lengthier amount of time
9 requested. And I think that it's important to note
10 that each of us when we have constituents who want to
11 speak regarding a certain matter, we can certainly
12 bring them back forward. But in the interest of many
13 people speaking and the meetings going late into the
14 night, there are concerns regarding that. Thank you.

15 TOMMY DUNN: Thank you. All in favor
16 of the motion show of hands. Opposed like sign. Show
17 the motion carries unanimously.

18 Moving on to item number 9(a), ordinance first
19 reading, 2020-023, an ordinance to amend an Agreement
20 for the development of a Joint County Industrial and
21 Business Park (2010 Park) of Anderson and Greenville
22 Counties as to enlarge the park, Project Unity Gateway.
23 Mr. Nelson.

24 BURRISS NELSON: Yes, sir, Mr. Dunn.
25 This is just a reciprocal agreement with Greenville and
26 the city -- County of Greenville and the City for a
27 joint project that they're working in downtown
28 Greenville.

29 TOMMY DUNN: This is a Greenville
30 project; right?

31 BURRISS NELSON: Yes, sir, Greenville.

32 TOMMY DUNN: Put a motion on the
33 floor?

34 BRENT SANDERS: So moved.

35 CINDY WILSON: Second.

36 TOMMY DUNN: Motion Mr. Sanders;
37 second Mr. Davis. Any discussion? All in favor of the
38 motion show of hands. All opposed like sign. Show the
39 motion carries unanimously.

40 Moving on to item number 9(b), an ordinance to
41 amend the zoning map to rezone +/- 10.01 acres from C-2
42 (Highway Commercial) to R-MI (Mixed Residential) on
43 Highway 81 North and Scenic Road. Be Anderson tax map
44 number 146-00-08-003; 146-00-08-027; and a few more of
45 them. This will be a public hearing. Before we go --
46 Ms. Hunter, would you like to add anything to this
47 before we go into public hearing?

48 ALISIA HUNTER: Thank you, Mr. Chairman.
49 I don't have anything further to add to it. The
50 Planning Commission did review the application. We

1 sent out a hundred and twelve notifications. We did
2 receive seven phone call inquiries. We did not receive
3 any negative feedback from the public. And the
4 applicant is here to answer any questions that the
5 public may have.

6 TOMMY DUNN: Okay. Thank you.
7 We'll go into public hearing. Anyone wishing to
8 step forward to speak to this matter, please step
9 forward and state your name and district for the record
10 and address the chair, please. Public hearing.
11 Anyone? Hearing and seeing none, the public hearing
12 will be closed. Do we have a motion to move this
13 forward?

14 BRENT SANDERS: So moved.
15 TOMMY DUNN: Motion Mr. Sanders.
16 CINDY WILSON: Second.
17 TOMMY DUNN: And second Ms. Wilson.
18 I believe this is in Mr. Sanders' district. Any
19 discussion?

20 BRENT SANDERS: I would just like to thank
21 Ms. Hunter's department for reaching out and keeping me
22 informed on what's going on. I appreciate the hard
23 work and the information.

24 TOMMY DUNN: Thank you, Mr. Sanders.
25 All in favor of the motion show of hands. Opposed like
26 sign. Show the motion carries unanimously.

27 We're going to be moving on to item number 9(c),
28 2020-025, an ordinance authorizing, (1) pursuant to
29 Chapter 44 of Title 12, South Carolina Code of Laws,
30 1976, as amended, the execution and delivery of a Fee
31 Agreement by and between Anderson County, South
32 Carolina and BMW Manufacturing Company, LLC; and (2)
33 other matters relating thereto.

34 Mr. Nelson, would you like to add anything to this?

35 BURRISS NELSON: Nothing other than BMW
36 has been fabulous for Anderson County in putting tools
37 and actually fourteen of our companies last year BMW
38 paid 1.6 million dollars in property taxes. That
39 number will fluctuate from year to year, but this is a
40 renewal of that agreement with all of those companies.
41 And as they have model changes coming up, the
42 possibility that we'll be able to add additional
43 companies and additional income. Thank you, sir.

44 TOMMY DUNN: Thank you. Do we have a
45 motion to move this forward?

46 CINDY WILSON: So moved.
47 TOMMY DUNN: Motion Ms. Wilson;
48 second Mr. Sanders. Any discussion?

49 CINDY WILSON: May I very quickly point
50 ---

1 TOMMY DUNN: Ms. Wilson.
2 CINDY WILSON: --- out, please, there
3 are a number of companies in almost all of our
4 districts that supply BMW. I noted three companies in
5 my district. So it has a very good ripple effect for
6 local industry and jobs. Thank you.
7 TOMMY DUNN: Thank you. All in favor
8 of the motion show of hands. Opposed like sign. Show
9 the motion carries unanimously.
10 Moving on to item 9(d), 2020-026, an ordinance
11 authorizing (1) the conversion and transfer of property
12 subject to an existing Lease Agreement between Anderson
13 County, South Carolina (The "County") and Michelin
14 North America, Inc. (FKA Michelin Tire Corporation)
15 (The "Company"), to a Fee-in-Lieu of Property Taxes
16 arrangement under Title 12, Chapter 44 of the South
17 Carolina Code, as amended; (2) the execution and
18 delivery of such documents as may be necessary to
19 effect the intent of this ordinance; and (3) other
20 matters relating thereto. Mr. Nelson.
21 BURRISS NELSON: Mr. Chairman, this is
22 simply the county taking the Sandy Springs plant's fee
23 agreement and turning it into a simplified fee. It
24 takes the county out of the chain of title. Michelin,
25 over the last twenty-five -- well, thirty-five years --
26 has invested 1.1 billion and has twelve hundred
27 employees with an annual payroll of forty-eight million
28 dollars. Last year they paid over six million dollars
29 in property taxes at all their facilities.
30 TOMMY DUNN: And while we're on this,
31 I believe the next two items is related to that.
32 BURRISS NELSON: Yes, sir.
33 TOMMY DUNN: Cleaning it up?
34 BURRISS NELSON: The next one is simply
35 taking the super fee that was placed at the Starr plant
36 for the rubber facility there and converting it and
37 getting us out of that to a simplified fee and getting
38 us out of the chain of title.
39 And then the last one is taking those two
40 agreements, the '88 agreement and the '96 agreement and
41 any properties that were not captured placed by those
42 changes, will be placed in a multi-county park
43 agreement to continue with the same amount of property
44 tax as they've been paying.
45 TOMMY DUNN: Thank you. Do we have a
46 motion to move this forward?
47 RAY GRAHAM: So moved.
48 CINDY WILSON: So moved.
49 TOMMY DUNN: Motion Mr. Graham;
50 second Ms. Wilson. Now discussion?

1 CINDY WILSON: May I?
2 TOMMY DUNN: Ms. Wilson.
3 CINDY WILSON: Very quickly, Michelin
4 was the first in our state to try to work around our
5 ten and a half percent industrial tax assessment ratio,
6 which is the highest in the nation. And our state was
7 languishing as we were losing -- beginning to lose
8 textile industries and the rural agricultural job
9 market was diminishing, so in spite of the need to
10 address our 1895 Constitution, this fee-in-lieu of
11 taxes multi-county park and the special revenue credits
12 have been a great help to both local family owned
13 industries and large global industries locating here.
14 And it's been a great help in our county to provide
15 good jobs to our citizens. Thank you.
16 BRENT SANDERS: Mr. Chairman.
17 TOMMY DUNN: Thank you. Yes, sir?
18 BRENT SANDERS: Is the motion to combine
19 all three of those?
20 TOMMY DUNN: No. Just one at a time?
21 BRENT SANDERS: Can we combine them?
22 Can I make a motion ---
23 TOMMY DUNN: Let's wait and get this
24 one cleaned up and we'll do the next two. All right?
25 BRENT SANDERS: I beg your pardon?
26 TOMMY DUNN: Let's go ahead and vote
27 on this and then we can do the next two combined if
28 y'all want to.
29 BRENT SANDERS: It's basically the same
30 thing?
31 TOMMY DUNN: Yeah. Okay. All in
32 favor of the motion show of hands. All opposed like
33 sign. Show the motion carries unanimously.
34 Now, we can move on. Now we can combine them now
35 if you want to, Mr. Sanders. You make the motion to
36 combine?
37 BRENT SANDERS: I make the motion to
38 combine the Michelin ordinances and adjustments on the
39 fee-in-lieu. It's basically the same thing, just
40 cleaning up some old and outdated material that's
41 moving it to a current structure.
42 RAY GRAHAM: Second.
43 TOMMY DUNN: Mr. Sanders make a
44 motion to combine (e) and (f) under number 9. Mr.
45 Graham seconds it. Now, any discussion? All in favor
46 of the motion show of hands. Opposed like sign. Show
47 the motion carries unanimously.
48 Moving on to item number 9(g), 2020-029, an
49 ordinance to authorize the execution and delivery of an
50 amended and reinstated Fee-in-Lieu of Tax Agreements by

1 and between Anderson County, South Carolina and COI
 2 Anderson Industrial, LLC with respect to certain
 3 economic development property in the County, whereby
 4 such property will be subject to certain payments in
 5 Lieu of Taxes, including the provision of certain
 6 Special Revenue Credits; and matters related thereto.
 7 Mr. Nelson.

8 BURRISS NELSON: Mr. Chairman, this is
 9 the Van Trust facility that they're spending their own
 10 money to build a, right now, two hundred and twenty-
 11 five thousand square foot facility that we actually
 12 have clients who will be looking at it this week. I
 13 meet with them Thursday, I believe. It's referred to
 14 as Exchange Logistics Park at I-85. And this is an
 15 extension of or adding on to their SSRC to allow them
 16 to cover some unforeseen infrastructure costs that they
 17 had. But it extends it by one year at the eighty
 18 percent number -- eighty-three percent number.

19 TOMMY DUNN: Thank you. Do we have a
 20 motion to move this forward?

21 JIMMY DAVIS: So moved.

22 CINDY WILSON: Second.

23 TOMMY DUNN: Motion Mr. Davis; second
 24 Ms. Wilson. Now discussion? All in favor of the
 25 motion show of hands. Opposed like sign. Show the
 26 motion carries unanimously.

27 Moving on, item 9(h), 2020-030, an ordinance
 28 authorizing the execution and delivery of an amendment
 29 to a Fee-in-Lieu of Ad Valorem Taxes Agreement between
 30 Anderson County, South Carolina and a Company known to
 31 the County as Project Ammo to provide for an extension
 32 of the investment period therein and grant of
 33 additional Special Source Revenue Credits; authorizing
 34 the execution and delivery of a purchase and sale
 35 agreement to provide for the transfer of certain real
 36 property located in the Alliance Industrial Park from
 37 the County to Project Ammo; approving the inclusion of
 38 the project in a Multi- County Business and Industrial
 39 Park; and other matters related thereto. Mr. Nelson

40 BURRISS NELSON: Yes, sir, Mr. Chairman.
 41 This is an expansion of an existing company. And 8.6
 42 million in capital investment; sixteen new jobs at
 43 sixteen seventy-two an hour average, as well as the
 44 purchase of county-owned property at that facility.
 45 And that will put the average salary for that sixteen
 46 jobs, annual salary at five hundred and thirty-five
 47 thousand, and our total first year's tax paid this
 48 year, three hundred seven thousand eight hundred and
 49 sixty-nine dollars. That comes to council as a
 50 recommendation from the staff, as well as the Advisory

1 Council.
2 TOMMY DUNN: Thank you, Mr. Nelson;
3 thanks to your board. Do we have a motion to move this
4 forward?
5 BRENT SANDERS: So moved.
6 CINDY WILSON: So moved.
7 TOMMY DUNN: Motion Mr. Sanders;
8 second Ms. Wilson. Now discussion?
9 JIMMY DAVIS: Mr. Burriss Nelson, on
10 the second page, I believe there's a typo there on the
11 hourly wage. You've got a hundred and sixteen dollars
12 and seventy-two cents.
13 BURRISS NELSON: Yes, sir, that is a
14 typo.
15 TOMMY DUNN: You get that cleaned up
16 for next reading?
17 BURRISS NELSON: Yes, sir, I will.
18 TOMMY DUNN: Anyone else? Any more
19 discussion? All in favor of the motion show of hands.
20 Opposed like sign. Show the motion carries
21 unanimously.
22 Now we're going to be moving on to number 9(i),
23 2020-031, an ordinance to amend Chapter 70, Article 5
24 of the Anderson Count Code of Ordinance, to include new
25 Zoning District Classifications and also to amend
26 Section 5:2 Residential Agricultural District Setback.
27 Ms. Wilson.
28 CINDY WILSON: Thank you, Mr. Chairman.
29 Going back to when zoning was first implemented in our
30 county, it was done by a precinct by precinct basis,
31 with great citizen input. And it's basically the
32 outcome of the County Comprehensive Land Use Map and
33 Plan and it's on a community-based meeting process, and
34 it goes through a process. But we've noted over the
35 years that the county ordinances only had a limited
36 number of zoning classifications, and many times those
37 classifications didn't accurately reflect what was on
38 the ground or what people intended for their property.
39 So these new zoning classifications will go into
40 the ordinance. They do not impact anything going on
41 except that if existing -- in existing zoned areas,
42 landowners choose to rezone they have more
43 classifications to choose from. And going forward in
44 the unzoned areas, precincts choosing to go through the
45 process to zone will have classifications to choose
46 from. And we will probably be coming up with some more
47 classifications for our industrial and commercial uses
48 of property in the future that are a little more
49 accurate to what's going on than just a blanket zoning.
50 So we're presenting this to our council and to our

1 public today based on a number of meetings that we've
2 had and a lot of research. And I'm going to try to
3 flip over without turning this over to give you the new
4 list. Goodness. Here we go.

5 The new zoning classifications that will be added
6 to our ordinance will involve residential agricultural
7 two-acre districts which we already have, but it's
8 flushed out in greater degree. Rural residential
9 district and the lot area would be a minimum of three
10 acres. They've already done this in Greenville County.
11 It's already in existence. This is just on paper for
12 us. Residential conservation district which will
13 provide the opportunity if a developer chooses to go
14 with a conservation development design, this is the
15 foundation from which they could work. And the forest
16 agriculture district where you've got a great deal of
17 timberland and a landowner could choose this and
18 minimum lot acreage there would be five acres. And
19 then finally the agriculture conservation district
20 which is basically based on more intensively farmed
21 areas and will have a greater soil designation there.

22 Anyway, I'm presenting this to all of our council
23 and the public for future use. And I put that in the
24 form of a motion.

25 TOMMY DUNN: Have a motion. Do we
26 have a second?

27 JIMMY DAVIS: Second.

28 TOMMY DUNN: Second Mr. Davis. Now
29 discussion? I plan on supporting this on first
30 reading, but I've got some questions and some
31 tightening up I'd like to see done before it gets to
32 final reading. I think all our zoning stuff and what
33 you call it, we've got committees working on things,
34 need to sort of go together. I think we got in a
35 little bit of trouble before over the county over the
36 years with piecemeal here and there. But like I said,
37 I'll support this today on first reading. Anyone else?
38 All in favor of the motion show of hands. All opposed
39 like sign. Show the motion carries unanimously.

40 Moving on to item (j), 9(j), 2020-032, an ordinance
41 to amend the Ordinance Number 2018-011 related to the
42 addition of Division 3 Titled Standards and Procedures
43 for Franchising of Private Ambulance Services so as to
44 add a new Section 30-87 Titled Operation within the
45 County without obtaining a Franchise and to
46 appropriately renumber succeeding sections; and other
47 matters related thereto. Mr. Burns or Mr. Harmon, do
48 you want to touch on this? Mr. Graham? I know y'all
49 have been working a lot on this.

50 LEON HARMON: Mr. Chairman, I can

1 explain what this is intended to do. It is to add one
2 section to the franchise ordinance that we did some
3 time ago to put penalty provisions in, and then
4 renumber the remainder of the sections in the
5 ordinance. It's -- we've had some folks operating in
6 the county. We've asked them to submit applications.
7 Some have not. We have a couple of applications now.
8 So we believe this is an enhancement to the ordinance.
9 TOMMY DUNN: Yes, sir. Do we have a
10 motion to move this forward?
11 RAY GRAHAM: So moved.
12 CINDY WILSON: So moved.
13 TOMMY DUNN: Motion Mr. Graham and
14 second Ms. Wilson. Now discussion?
15 BRENT SANDERS: Mr. Chairman.
16 TOMMY DUNN: Mr. Sanders.
17 BRENT SANDERS: Does -- Mr. Harmon and
18 Mr. Burns, do we feel that the fine structure that we
19 had implemented is in accordance to what we're trying
20 to do here? I know we discussed different things. And
21 based on what was in there, it was slightly different.
22 That's all I was wanting to ask.
23 RUSTY BURNS: I think there was a
24 councilman that might have had different ideas on which
25 fee should be implemented. We passed this on the first
26 reading. They can talk about what they think would be
27 appropriate.
28 BRENT SANDERS: Okay. Thank you, sir.
29 TOMMY DUNN: I think we need to tweak
30 this and maybe Mr. Graham can put this in his committee
31 and go back and get something another. But we need to
32 get this moving forward. We've got a couple of
33 companies, I think, that's not heeding to our ordinance
34 and we don't have no teeth in our ordinance to enforce
35 something, what this boils down to, to get something
36 another, get something in the works.
37 Any more discussion? All in favor of the motion
38 show of hands. All opposed like sign. Show the motion
39 carries unanimously.
40 Moving on to item number 10(a), resolutions. This
41 will be our R20-022, a resolution authorizing the
42 execution and delivery of an inducement agreement by
43 and between Anderson County, South Carolina and Project
44 Malibu, whereby, under certain conditions Anderson
45 County will execute a fee in lieu of tax special credit
46 agreement with respect to a project in the county
47 whereby the Project will be subject to payment of
48 certain fee in lieu of taxes, and whereby, Project
49 Malibu will be provided certain credits against fee
50 payments and reimbursements of investment and related

1 qualified infrastructure and providing for related
2 matters. Mr. Nelson.
3 BURRISS NELSON: Mr. Chairman, this is a
4 really great project and there's not a typo on the
5 hourly wage rate of twenty-seven dollars and seventy-
6 one cents average, with an annual payroll for a hundred
7 and thirty-one employees of 7.2 million. Eighty
8 million capital investment on this project. First
9 year's property tax will be three hundred and twelve
10 thousand. And over a thirty year period, approaching
11 five million in property tax. The first year's impact
12 2.1 million. Twenty year impact two hundred and
13 eighty-five million. This is a great project. A
14 company that will bring a great opportunity to us.
15 Thank you for your time, sir.
16 TOMMY DUNN: Thank you. Do we have a
17 motion to move this forward?
18 BRENT SANDERS: So moved.
19 CINDY WILSON: Second.
20 TOMMY DUNN: Motion Mr. Sanders;
21 second Ms. Wilson. Discussion? All in favor of the
22 motion show of hands. Opposed like sign. Show the
23 motion carries unanimously.
24 Moving on to item number 10(b), R-2020-023, a
25 resolution (1) inducing BMW Manufacturing Company, LLC,
26 the company, to make certain investments in Anderson
27 County, South Carolina, the county, authorizing under
28 certain conditions to enter into fee in lieu of tax
29 agreement by and between County and Company in the
30 event of certain investments, and (3) authorizing other
31 matters related thereto. Mr. Nelson, this is just part
32 of a while ago?
33 BURRISS NELSON: Mr. Chairman, this is
34 just a clean-up of the ordinance that we passed a
35 little bit earlier.
36 TOMMY DUNN: Do we have a motion to
37 move this forward?
38 CINDY WILSON: So moved.
39 BRENT SANDERS: So moved.
40 TOMMY DUNN: Motion Mr Sanders;
41 second Ms. Wilson. Any discussion? All in favor of
42 the motion show of hands. Opposed like sign. Show the
43 motion carries unanimously.
44 Moving on to item number (c), R2020-024, a
45 resolution to authorize the County Administrator to
46 execute a lease agreement with the United States Army
47 Corps of Engineers for the Asbury Park site on Lake
48 Hartwell located at the end of Asbury Park Road for the
49 redevelopment of a private entity through sublease with
50 Anderson County; and matters related thereto. Keep in

1 mind, anything that comes back has to be approved my
2 County Council. Mr. Burns, do you have anything?
3 RUSTY BURNS: Mr. Chairman, this is a
4 project we have been working with for over two years.
5 It's going to be called the Shores of Asbury. They
6 would like to be in operation by next spring. As soon
7 as we get council's approval on this, I think it will
8 take about two weeks to do some cleanup stuff and they
9 can actually begin. And they're chomping at the bits
10 to begin.
11 TOMMY DUNN: Thank you. Do we have a
12 motion to move this forward?
13 CINDY WILSON: So moved.
14 RAY GRAHAM: Second.
15 TOMMY DUNN: Motion by Ms. Wilson;
16 second Mr Graham. Now discussion? I think this will
17 be great for the community and great for Lake Hartwell.
18 And I know they had a community meeting -- a public
19 meeting about two or three weeks ago at the Civic
20 Center and it was well attended. All in favor of the
21 motion show of hands. All opposed like sign. Show the
22 motion carries unanimously.
23 Moving onto item number 10(d), R20-025, a
24 resolution to authorize the County Administrator to
25 negotiate and execute the United States Army Corps of
26 Engineers long-term lease for River Forks Recreation
27 Area and the Weldon Island Day Use area, both located
28 on Lake Hartwell; and other matters related thereto.
29 Mr. Burns?
30 RUSTY BURNS: Mr. Chairman, the Corps
31 of Engineers intends to abandon these parks, so we
32 would like a chance to negotiate with the Corps of
33 Engineers and possibly take over the management of
34 those. It's early into the project, but we would hate
35 to see those parks closed to the public. So this would
36 give us permission to negotiate with the Corps of
37 Engineers.
38 TOMMY DUNN: Do we have a motion to
39 move this forward?
40 BRENT SANDERS: So moved.
41 CINDY WILSON: Second.
42 TOMMY DUNN: Motion Mr Sanders;
43 second Ms. Wilson. Any discussion? All in favor of
44 the motion show of hands. All opposed like sign. Show
45 the motion carries unanimously.
46 Moving on to item number 11, Norbert Lane
47 resurfacing approval. Do we have a motion to move this
48 forward?
49 CINDY WILSON: So moved.
50 TOMMY DUNN: Motion Wilson. Do we

1 have a second?
2 JIMMY DAVIS: Second.
3 TOMMY DUNN: Second Mr. Davis. Now
4 discussion? All in favor of the motion ---
5 CINDY WILSON: May I?
6 TOMMY DUNN: I'm sorry.
7 CINDY WILSON: Now this is the road
8 one?
9 RUSTY BURNS: Yes, ma'am.
10 CINDY WILSON: I'm having a hard time
11 hearing you.
12 TOMMY DUNN: Yes, ma'am. It's number
13 11.
14 CINDY WILSON: Okay. This is -- just
15 to point out this is an already existing county-owned
16 gravel road. In years past we've had developers who
17 would develop properties and tell the people buying
18 those properties that they would be provided a paved
19 road once three dwellings located on the road and they
20 would not be county owned roads; they would be
21 privately owned. So there's a difference here between
22 these two scenarios. Thank you.
23 TOMMY DUNN: Thank you. Anyone else?
24 All in favor of the motion show of hands. Opposed like
25 sign. Show the motion carries unanimously.
26 Moving on to item number 12, update from Planning
27 and Public Works Committee meeting held on Wednesday,
28 September 16th, 2020 and Land Use Ad Hoc Committee
29 meeting held on Thursday, October 1st, 2020. Ms.
30 Wilson.
31 CINDY WILSON: Thank you, Mr. Chairman.
32 And you and Mr. Sanders and Mr. Davis, please chime in.
33 We've had now two more informal meetings dealing
34 with land use and development standards type
35 situations. And we just passed an ordinance first
36 reading allowing for more zoning classifications to be
37 added to our Codes of Ordinances dealing with
38 agricultural type uses of property. There's been a
39 move to go to larger lots in unzoned areas where we're
40 getting slammed with tiny lots, houses. They're just
41 slapped up. And we've had a lot of people, our
42 citizens, very concerned about this.
43 As it stands right now, just in District 6, Council
44 District 6 alone, there are almost twelve hundred lots
45 permitted and recorded that have yet to be built on.
46 They're probably maybe another thousand or more that
47 are in the pipeline and we're understanding that
48 another three thousand are coming. There's got to be
49 some means of providing a little better quality than
50 what we're seeing now. The move to the fifteen

1 thousand square foot lots from the eight thousand
2 square foot lots where there is sewer in unzoned areas
3 may eventually be followed up in the zoned areas where
4 there's sewer, too. We've already provided for better
5 notification of all the surrounding landowners in
6 unzoned areas, but again the public is very concerned
7 about high density development in rural areas.

8 And we have the situation in our county now where
9 these type developments do not increase the tax base.
10 They increase the tax burden, because of putting that
11 many people in a small area in the middle of a rural
12 type community. The schools are already strapped.
13 District 1, for example, under Act 388 can only
14 increase taxes by a very small amount. They already
15 plan out five to ten years for a certain amount of
16 increase in population to cover for. They've already
17 put out a hundred and nine million dollar bond to build
18 new schools and add -- and upgrade their existing
19 schools. And they're already slammed when you've got
20 probably another two or three thousand homes.

21 Our roads are strapped. Our volunteer fire
22 departments are strapped. EMS strapped. So we've got
23 to try and come up with some methods that will be
24 better quality and allow the county and the various
25 required services to be able to accommodate the needs.

26 School District 1, for example, can put on an
27 impact fee and hopefully they will do that before too
28 long. The county, if we try to do that, it's a three-
29 year window and development takes one to two years to
30 get through permitting and starting in the ground. So
31 it would be very difficult to collect and spend the
32 money for the needs that are required.

33 So those are some of the factors that we're looking
34 at on going to a larger lot size. And also the storm
35 water runoff issues. When we look at going to more of
36 a conservation cluster design, it costs less for the
37 developer to cluster on a smaller area and leave more
38 space around it open and undeveloped. It cuts down in
39 storm water runoff, cuts down for the developer on site
40 prep and cost of running utilities and building roads.
41 So there are a lot of, a lot of things that make the
42 conservation development design more appealing and
43 should in the future.

44 We had a great meeting on the 16th of September and
45 then decided to make it a little more condensed with
46 expertise coming from the various districts and from
47 the different professionals in the community. It was
48 well attended and a lot of input gathered.

49 Would you like to add anything Mr. Davis, Mr.
50 Sanders?

1 JIMMY DAVIS: Thank you, Ms. Wilson.
2 I just want to say that I think we had a real
3 constructive meeting on last Thursday. I think we had
4 good input from those that attended. I welcome more
5 people to attend, especially those who have been
6 appointed to the committee. I was a little
7 disappointed that some did not attend, but I know
8 everybody can't make every meeting. But I hope -- and
9 I look forward to future input. We had a lot of good
10 ideas about conserving in rural areas, farmland and
11 other types of areas. So I look forward to meeting
12 with the committee and panel in the future and coming
13 up with a plan that's best for Anderson County so that
14 we can properly plan for the growth that's coming.
15 Thank you.

16 TOMMY DUNN: Thank you. Moving on
17 now to appointments. Are there any appointments?
18 Seeing and hearing none, now will be request from
19 council members. Mr. Davis, District 6.

20 JIMMY DAVIS: Thank you, Mr. Chairman.
21 If I may, I'll combine these into one motion.

22 From the District 6 special projects fund, I would
23 like to allocate two hundred and fifty dollars to the
24 County Administrator's office on behalf of South Main
25 Chapel and Mercy Center for the Anderson Community
26 Resource Guide, that's two hundred and fifty dollars;
27 and to the YMCA of Powdersville, twenty-five hundred
28 dollars for their youth mentor program. And I make
29 that in the form of a motion.

30 CINDY WILSON: Second.

31 TOMMY DUNN: We have a motion by Mr.
32 Davis. Do we have a second?

33 CINDY WILSON: Second.

34 TOMMY DUNN: Second Ms. Wilson. Any
35 discussion? All in favor of the motion show of hands.
36 Opposed like sign. Show the motion carries
37 unanimously.

38 Let the record show Ms. Floyd has arrived.

39 Moving on now to Mr. Sanders.

40 BRENT SANDERS: Yes, sir. I'd like to
41 combine mine, as well. I would like to take two
42 hundred and fifty dollars from my special rec fund for
43 the Tiaras to Crowns and also for the South Main Chapel
44 and Mercy Center Community Resource Guild. And put
45 that in the form of a motion.

46 TOMMY DUNN: That's two hundred and
47 fifty dollars each?

48 BRENT SANDERS: Yes, sir.

49 TOMMY DUNN: We have a motion Mr.
50 Sanders. Have a second?

1 JIMMY DAVIS: Second.
2 TOMMY DUNN: Second Mr. Davis. Any
3 discussion? All in favor of the motion show of hands.
4 All opposed like sign. Show the motion carries
5 unanimously.
6 Now moving on, Ms. Floyd.
7 GRACIE FLOYD: Is this thing on? I
8 don't think so.
9 TOMMY DUNN: It's on.
10 GRACIE FLOYD: Can you hear me? Thank
11 you very much.
12 Yeah, I have four that I'd like to do today. First
13 to the Calvary Children's Home on Simpson Road, two
14 thousand dollars. They're getting ready for Christmas
15 and we don't know what it's going to bring, so they
16 want to start early. To the Mercy Church, Chapel, on
17 South Fant Street, two thousand dollars. They are
18 looking to do the same things with the public that they
19 served. Lyndon Academy, two thousand five hundred.
20 This is something new coming to Anderson County where
21 they're going to teach drama, art -- what does the M
22 stand for? -- drama, art, something else, dance and
23 dance. This is going to be a very, very powerful place
24 for our children to take lessons almost free. Okay.
25 To the Welfare Baptist Church, two thousand dollars.
26 They are going to hire young people to help them unload
27 boxes. They brought in one thousand one hundred boxes
28 of food last Wednesday and they're doing the same thing
29 tomorrow. They need help. And the idea is to employ
30 the teenagers that can lift. And this is a little
31 penance that they're going to give those teenagers for
32 doing this. Also, here's one I can't even read,
33 Bulletin -- oh, yeah, this is for two hundred and fifty
34 dollars for the pamphlets that's going out with all the
35 telephone numbers on them. I'm hoping that you have
36 seen them. They have been revised. They're really
37 good. So for them two hundred and fifty dollars to
38 help with that ministry. And that's everything.
39 Mr. Leon, I'd like to see you as soon as the
40 meeting is over with; okay? I apologize for being
41 late, but I'm having issues. Not with COVID virus, but
42 I'm having issues. And I thank you so much.
43 TOMMY DUNN: We have motion by Ms.
44 Floyd. Do we have a second?
45 BRENT SANDERS: Second.
46 TOMMY DUNN: Second Mr. Sanders. Any
47 discussion? I'd just like to point out -- not throwing
48 a money wrench in nothing -- but the stipulation, all
49 this is good as long as it meets the legal smell of
50 church and state with Welfare Baptist Church. Don't

1 want to get into an issue with that.
2 GRACIE FLOYD: They're a 501(3)(c).
3 TOMMY DUNN: That's don't matter,
4 church and state, as long as you've got a thing.
5 GRACIE FLOYD: They have a 501(3)(c).
6 TOMMY DUNN: All in favor of the
7 motion show of hands.
8 Moving on, Mr. Graham.
9 RAY GRAHAM: Thank you, Mr. Chairman.
10 I'd like to appropriate two hundred and fifty dollars
11 to the South Main Chapel and Mercy Center for the
12 community resource guides to be distributed.
13 TOMMY DUNN: Anything else?
14 RAY GRAHAM: That'll be it.
15 CINDY WILSON: Second.
16 TOMMY DUNN: Second by Ms. Wilson.
17 Any discussion? All in favor of Mr. Graham's motion
18 show of hands. Opposed like sign. Show the motion
19 carries unanimously. Ms. Wilson.
20 CINDY WILSON: Well, until we pass a
21 budget, District 7 only has fifty bucks. Thank you.
22 TOMMY DUNN: Okay. Out of District
23 5's special revenue account, I'd like to appropriate
24 two hundred and fifty dollars to the South Main Chapel
25 and two hundred and fifty dollars to Tiaras to Crowns.
26 RUSTY BURNS: Mr. Chairman?
27 TOMMY DUNN: Uh-huh (affirmative).
28 RUSTY BURNS: Mr. Wooten requested two
29 hundred dollars to go to Diamonds and Tiaras and would
30 request a member of council to do that for him.
31 TOMMY DUNN: I'll do that as soon as
32 I finish mine up. I put that in the form of a motion.
33 Do I have a second?
34 CINDY WILSON: Second.
35 TOMMY DUNN: Second Ms. Wilson. Any
36 discussion? All in favor of the motion show of hands.
37 All opposed like sign.
38 And I'll put in the form of a motion Mr. Wooten's
39 request to put two hundred dollars?
40 RUSTY BURNS: Yes, sir.
41 TOMMY DUNN: Two hundred?
42 RUSTY BURNS: Yes, sir.
43 TOMMY DUNN: To who?
44 RUSTY BURNS: Diamonds and Tiaras.
45 GRACIE FLOYD: I didn't hear that. To
46 who?
47 TOMMY DUNN: Diamonds and Tiaras and
48 Crowns.
49 GRACIE FLOYD: Oh, okay.
50 TOMMY DUNN: Two hundred dollars, Mr.

1 Wooten, that's District 1. Any discussion? Do I have
 2 a second?

3 JIMMY DAVIS: Second.
 4 TOMMY DUNN: Second Mr. Davis. Now
 5 any discussion? All in favor of the motion show of
 6 hands. Opposed like sign. Show the motion carries
 7 unanimously.

8 Moving on to item number 15, Administrator's
 9 report. Mr. Burns?

10 RUSTY BURNS: Nothing at this time.
 11 TOMMY DUNN: Moving on to citizens
 12 comments. When Mr. Burns calls your name -- I mean,
 13 I'm sorry, Mr. Harmon calls your name, please step
 14 forward, state your name and district and address the
 15 chair. You have three minutes.

16 LEON HARMON: Mr. Chairman, first
 17 speaker is Elizabeth Fant.

18 ELIZABETH FANT: Elizabeth Fant, District
 19 3. On the agenda it does say on here anybody needs an
 20 auxiliary item should be given that. It's very hard
 21 for me to hold my papers up here, look down, try to
 22 talk in the mic instead of having a mic in my hand and
 23 sitting down. It's very hard for me to get up to get
 24 up here. I think that's really embarrassing that a mic
 25 can't be handed to me.

26 The biggest thing I see on here other than the
 27 budget is I am so happy to see that we're giving money
 28 to the Mercy Chapel to do this pamphlet. If you've not
 29 seen that pamphlet, it's excellent. It tells people
 30 where they can go for resources of all sorts of things
 31 that people are needing right now. I'm not sure that
 32 the budget that they gave, a thousand dollars or
 33 something, is enough to cover as many of these
 34 pamphlets that we need. We need for them to be handed
 35 out to all kinds of people in all different places.
 36 I'm going to request more for me to take to Belton.

37 Second of all, the budget is now eighty-five
 38 million dollars worth in the budget. No tax increase.
 39 But those of you that keep up with the budget realize
 40 that the budget revenue every year increases. I think
 41 last year it was sixty-five million. I'll have to look
 42 that up to be sure. Don't quote me on that. So we've
 43 got twenty million dollars more coming in and we still
 44 can't find a single dime to work on roads. It seems to
 45 me that as fast as the money comes in somebody figures
 46 out a way to spend it. That is not what government is
 47 supposed to be about. Government is supposed to be
 48 economic; not spend more than they need to, not keep
 49 taking from the taxpayers. And that's what happens.

50 I also see as far as the vehicle goes, I have been

1 notified that there are some people driving those
2 vehicles that are not county employees. I don't think
3 that should be happening.

4 I think we can be encouraged by the possibility of
5 the Buc-ees Franchise coming out of 85. That should
6 really generate some money and it also is going to
7 generate traffic.

8 One last thing, when Mr. Allen was on the
9 committee, I'm not sure whatever happened to the end of
10 the discussion on employees holding back their vacation
11 pay and then when they cash out at retirement they have
12 a huge amount. Some people up to forty thousand
13 dollars that's left in benefits that the county has to
14 pay out. That should stop. We need to have everybody
15 use up their vacation days. If they're getting ready
16 to retire and they've got three weeks, the last three
17 weeks they need to take those as vacation days. We
18 should not be paying a cent. Most companies don't
19 allow that.

20 TOMMY DUNN: That'll be time. Mr.
21 Harmon.

22 LEON HARMON: Next speaker is Bobby
23 Simmons.

24 BOBBY SIMMONS: Bobby Simmons, District
25 2. I hear that you're trying -- you're doing the '21
26 year budget. And I never did hear anything about
27 anything going south. In the several years that I've
28 been here, I'm been asking to try to bring business
29 down to South Main Street. But I haven't heard
30 anything. I heard 81, you're going to do something on
31 81, but not 29 and not Belton Highway or not South Main
32 Street. I think it's time that you try to do a little
33 something to help the south end of Anderson out because
34 we don't have very many businesses down there and we
35 always have to go up to Clemson Boulevard or wherever
36 to get some of the products that we want.

37 I realize that the bridge is the problem for trying
38 to get trucks down 29. But we've been talking about
39 that for a long period of time. And I think it's about
40 time we find out are they going to do it or not. Are
41 we going to have business on 29 or not. And I just
42 feel that we need to give people a little incentive to
43 come to 29 or Belton Highway.

44 And another thing I wanted to add is the markings
45 on the street. People might not think very much of it,
46 but the yellow markings on the streets on some of the
47 back roads is hard to see. So it's a possibility that
48 somebody could have a wreck just because they didn't
49 see the lane when another car is coming. So since
50 we're talking about the budget this year, I think they

1 should add that in there. I don't think it would cost
2 very much to paint the stripes on the road any more.

3 So I'm praying that what I'm saying talking about
4 the roads, talking about the business in the south end
5 of Anderson, that it don't fall on deaf ears, that
6 you'll really think about it and realize that people on
7 South Anderson, we're Anderson people, as well, and we
8 deserve something better than we have. Thank you very
9 much.

10 LEON HARMON: No one else is signed
11 up, Mr. Chairman.

12 TOMMY DUNN: Thank you, Mr. Harmon.

13 Now comments from council members. Mr. Davis?

14 JIMMY DAVIS: Nothing, sir.

15 TOMMY DUNN: Thank you, Mr. Davis.

16 Mr. Sanders?

17 BRENT SANDERS: Yes, sir. I would just
18 like everyone to remember Greg Smith over our Solid
19 Waste Department. I think he's fell ill. I meant to
20 mention him in my prayer this morning. Just want him
21 to know he's in our thoughts and prayers. Thank you.

22 TOMMY DUNN: Thank you, Mr. Sanders.

23 Ms. Floyd?

24 GRACIE FLOYD: Yes, I have several.

25 First of all, I want to tell you about District 2.
26 Since we have been in this mess that we're in, I am so
27 proud of my District 2 people. I am -- would like to
28 report to you that we have had food drives. We have
29 one today that's going to be held over at the Welfare
30 Baptist Church. And we have one -- we had one last
31 Wednesday; one thousand one hundred boxes went out.
32 Not only to people but to churches, as well. We have
33 worked tireless on the Census when we found out that
34 the Homeland Park Area was -- I can't talk any louder
35 -- when we found out that the Homeland Park area was
36 low in the Census, we went to work. We went to work.
37 And we're not really, really high, but we're up there
38 now. When voting came around we did a lot of voting.
39 We opened up places and we did voting. Can you hear me
40 back there? Good. Thank you. I'm really proud of
41 them.

42 The thing I'm mostly proud of is our Senator and
43 our House of Representative member. When I put out the
44 call that I needed some help at Welfare Baptist Church
45 with the Census and the voting, you wouldn't believe
46 who showed up. All elected officials. The Senator was
47 there, the House of Representative member was there,
48 school board members were there, city council members
49 were there. You couldn't have asked for a better
50 group. Nobody showed but we did it. And the thing

1 that was so good about it, our Senator took advantage
 2 of the situation for us and he talked to us all sitting
 3 there. He talked of things. He told of things. You
 4 don't see him all the time. But that was one of the
 5 most pleasurable things that happened, doing that
 6 voting thing. When you see or hear from our Senators,
 7 thank them. Let them know how important that was and
 8 how much we appreciated them.

9 I want to tell you about the truck stop. We just
 10 mentioned the truck stop up there on Highway 29. And
 11 if you want it, you can have it. Okay? It's not going
 12 to bring nothing but traffic and a whole lot of other
 13 things to the street. And I didn't know about it until
 14 they started working on it.

15 There's something else going on that I'm very
 16 unhappy with. At the last meeting that I attended I
 17 made the statement that I don't like it when I start
 18 talking people get up and walk, only to have my
 19 chairman of the council make a comment about that's
 20 what I do. You're right, I do it, because I have to.
 21 I have to. I can't sit for long periods of time nor
 22 can I walk. I get stiff when I sit. But I do my work.
 23 I get my job done. More than some of these people that
 24 have been sitting up here for ten or twenty years. I
 25 get my job done. And I don't like that every time I
 26 speak, every time I speak I have to listen to comments
 27 that are made about what I have just said. Others can
 28 speak and say what they want to. Nobody makes a
 29 comment. But when I speak there are comments made.
 30 Now, I'm not up here for a popularity contest. I'm up
 31 here because I have work to do. There's work to be
 32 done. That's why Gracie Floyd is here. If you don't
 33 like me, tough, that's your problem, not mine. But I'm
 34 going to speak. I'm going to say. And I'm going to do
 35 what I have to do. I have no support. I have no
 36 support. Not even the Administrator. That's not my
 37 problem. My problem is District 2, doing what needs to
 38 be done for them. And I thank you for listening.

39 TOMMY DUNN: Mr. Graham?

40 RAY GRAHAM: Nothing at this time,

41 Mr. Chairman. Thank you.

42 TOMMY DUNN: Thank you. Ms. Wilson?

43 CINDY WILSON: Thank you, Mr. Chairman.

44 Just to give an update on Highway 29, there have
 45 been efforts going back twenty years to get the bridge
 46 replaced and a lot of other measures done. A lot of
 47 folks don't realize that Highway 29 was the prototype
 48 for I-85. So all the mistakes they made on 29, they
 49 didn't make on I-85.

50 But our Appalachian Council of Government has a

1 Transportation Committee and we're tasked with what is
2 called the Freight Mobility Study. And we had a
3 meeting about, I guess it's been four or five weeks
4 ago, and an update, and amazingly Highway 29 was
5 mislabeled and they left off a lot of information.

6 Well, your representatives, including a State
7 Senator, a House member and council members and all the
8 mayors on the east side of the county wrote and signed
9 a letter that went to ACOG requesting that 29 be a
10 major priority. We have a large cluster of industries
11 on the south side of town, including Michelin, First
12 Quality, Electrolux. Some of the largest employers in
13 the county. Yet their trucks can't get in and out of
14 29 for the most part. All the towns, Pelzer, West
15 Pelzer, Williamston, Belton and Honea Path are
16 inaccessible without going another way.

17 We do sincerely hope that we can get the road four-
18 laned all the way into town and connecting to those
19 industrial properties and making it easier for
20 residential and other economic development to take
21 place.

22 Right now the Cherokee Road bridge is to be
23 replaced next year. Construction starts, I believe,
24 April of '21. Our Secretary of Transportation for the
25 State, Christy Hall, made a personal trip up here to
26 look at the mess in front of Whitefield and the jockey
27 lot; Whitefield Baptist Church and the jockey lot. We
28 had a meeting with those landowners and people in the
29 community recently. Landowners came up with an even
30 better idea for the Department of Transportation that
31 would cut the cost and make it safer and more
32 efficient. They've got back at DOT to look at those
33 recommendations. Our own county DOT participated in
34 that meeting.

35 There are many, many efforts regarding 29 going on
36 right this minute. I think you will see the situation
37 in front of the jockey lot and Whitefield addressed
38 within the next twenty-four months and you will begin
39 to see construction at long last on the Cherokee Road
40 concern starting in April. They're already through
41 engineering and right-of-way acquisition. So it's
42 definitely been teamwork. Your representatives and the
43 communities most impacted have been really involved.
44 So we look forward to good things in the future.

45 Thank you.

46 TOMMY DUNN:

Thank you, Ms. Wilson.

47 I'd just like to thank the Administrator and his
48 staff and Public Safety Committee for getting the QRVs
49 on the road. I think this will be a great asset to
50 Anderson County and a great public service for our

1 citizens to make Anderson County just a safer place.
2 Also want to remind people, back the first of
3 October, the ad hoc committee we had on the Planning.
4 I asked the committee members, they had some good
5 ideas, to write down their stuff and turn into the
6 Administrator. We're going to look over this and get
7 these back and then we'll have a meeting, the committee
8 will have a meeting to discuss them.
9 Appreciate everybody. Have a safe trip back home.
10 Meeting be adjourned.

11
12

(MEETING ADJOURNED AT 1:11 P.M.)

RESOLUTION #R2020-026

A RESOLUTION TO HONOR AND RECOGNIZE KATHY BURGESS FOR HER DEDICATION, PROFESSIONALISM, AND CONTRIBUTIONS TO ANDERSON COUNTY UPON THE OCCASION OF HER RETIREMENT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Kathy Burgess was born on October 7, 1955. Kathy graduated from Belton Honea Path High School in 1974; and,

WHEREAS, in 1984, Kathy began working as a receptionist at the Chapman, King & Byrholdt Law Firm until 1989; and,

WHEREAS, in 1992, Kathy attended Anderson College and began working as a legal assistant for the Watkins, Vandiver, Kirven, Gable and Gray Law Firm until 1998; and,

WHEREAS, on July 16, 2000, Kathy began working at the Anderson County Sheriff's Department. In 2003, Kathy became the administrative assistant for the Coroner's Office; and,

WHEREAS, after 18 years of dedicated service at the Anderson County Coroner's Office Kathy Burgess is retiring on October 31, 2020, to spend more time with her family; and,

WHEREAS, the Anderson County Council, on behalf of the employees and citizens of Anderson County, expresses its sincerest gratitude to Ms. Kathy Burgess for her many years of dedicated service to Anderson County.

RESOLVED in a meeting duly assembled this 12th day of November 2020.

FOR ANDERSON COUNTY:

Tommy Dunn
District 5

Ray Graham
District 3

ATTEST:

Rusty Burns
County Administrator

Lacey A. Croegaert
Clerk to Council

RESOLUTION R2020-027

A RESOLUTION TO HONOR ANDERSON COUNTY EMERGENCY SERVICES DIRECTOR DAVID BAKER UPON HIS SELECTION AS ANDERSON COUNTY OFFICER OF THE YEAR; AND OTHER MATTERS RELATED THERETO.

Whereas, David Baker serves as Director of the Emergency Management Division of the Anderson County Sheriff's Office, where he is in his fourth year of service; and,

Whereas, Director Baker has more than 20 years of law enforcement and incident command experience, having previously served as Commander of the Sheriff's Office's Narcotics Investigations Unit and Gang Task Force as well as serving as Chief of Police for the Town of Williamston; and,

Whereas, in his role as Director, Baker leads the County's emergency readiness, response and recovery efforts, working to ensure that all emergency operations plans are up-to-date along with mutual aid agreements with municipalities and neighboring counties; and,

Whereas, Director Baker's relationships with community, municipal, county, regional, and state leaders allow our jurisdiction to achieve the highest quality levels of coordinated emergency response; and,

Whereas, in recent months Director Baker's organizational talents and leadership skills have been on full display as he has spearheaded our community's response to the COVID-19 pandemic; and,

Whereas, in appreciation for his service above and beyond the call of duty during the pandemic, Anderson University's Command College of South Carolina recently recognized Director David Baker as the Officer of the Year for Anderson County as part of its 15th Annual Anderson-Oconee-Pickens Law Enforcement Appreciation Ceremony.

NOW, THEREFORE, BE IT RESOLVED, that the Anderson County Council hereby recognizes and honors Emergency Management Director David Baker for all he has done and all he continues to do to make our community safe and prosperous. The residents of Anderson County sincerely appreciate your commitment and are grateful that you have chosen to serve in this community. We salute your recent recognition and distinction as the Anderson University Command College of South Carolina Officer of the Year for Anderson County.

RESOLVED in a meeting duly assembled this 12th day of November 2020.

FOR ANDERSON COUNTY:

Tommy Dunn
Council Chairman

Ray Graham
District 3

ATTEST:

Rusty Burns
Council Administrator

Lacey Croegaert
Clerk to Council

Anderson County Council.

I hope this letter finds you well. My name is Sam Brooks and I am leading a committee that desires to see Anderson thrive economically, socially, and continue to be a great place for families.

First, I want to thank all of you for your commitment and service to Anderson County. I recognize the work you all do grows Anderson in ways seen and unseen. I was born and raised in Anderson, South Carolina, and believe I am a better man for it. I owe that to the great people of Anderson, like you all, who have helped make it great.

While Anderson is a great place, we believe there are some improvements we can make to continue Anderson's growing legacy. Currently, there is a confederate monument that is located in front of the courthouse in Downtown Anderson. This monument is a symbol of the Confederate pride in Anderson after the Civil War was over. While this monument represents a part of Anderson's history, it also represents a plethora of other issues that do not represent the Anderson that we all love. These issues include a variety of things ranging from the inscriptions on the monument, the location and setting of the monument, and what this communicates about how Anderson County feels a painful era of America's past.

We would love the opportunity on November 12th, 2020 to present to you the reasons for and a plan to relocate the monument in Downtown Anderson in hopes of a brighter, unified, and welcoming future for our City and the surrounding Counties.

We are a group that is bi-partisan, not affiliated with any organization, and filled with Anderson County citizens who believe in the future of Anderson. This is a group that has taken a lot of time and thought into our presentation and believe our proposal will help unify Anderson for generations to come. Thank you for allowing us to ask to be a part of this meeting and we look forward to hearing from you.

Thank you,

Sam Brooks

SamuelBrooks35@gmail.com

10/30/2020

Committee Members:

Brad Cooper

John Wright Jr.

Riley Cummings

Daniel Wagner

Matthew Cogswell

Hykeng Paul



AGENDA

ANDERSON COUNTY FINANCE COMMITTEE MEETING

Thursday November 5, 2020 2:00 p.m.

101 South Main Street, Anderson SC

Second Floor, Administrator's Conference Room

Chairman Brett Sanders, Presiding

Tommy Dunn
Chairman
Council District 5

Brett Sanders
Vice Chairman
Council District 4

Craig Wooten
Council District 1

Gracie S. Floyd
Council District 2

Ray Graham
Council District 3

Jimmy Davis
Council District 6

M. Cindy Wilson
Council District 7

Lacey Croegaert
Clerk to Council

Rusty Burns
County Administrator

1. Call to Order Chairman Sanders
2. Prayer and Pledge of Allegiance Honorable M. Cindy Wilson
3. Approval of Finance Committee Minutes Mr. Brett Sanders
 - a. September 8, 2020
 - b. October 5, 2020
4. Bid #21-012 Re-Roof of Clyde Stone Building Mr. Robert Carroll
5. ATAX Recommendations Mr. Glenn Brill
6. Donation of Vehicle to Honea Path Fire Department Mr. Rusty Burns
7. Grants Captain Ross Brown
 - a. 2020 Coronavirus Emergency Supplemental Funding-OJP
 - b. 2020 Coronavirus Emergency Supplemental Funding-SC Dept of Public Safety
 - c. 2020 Coronavirus Emergency Supplemental Funding- SC Dept of Public Safety
 - d. 2020 LEMPG-SC Emergency Management Division
 - e. Homeland Security Grant-Bomb Team
 - f. Homeland Security Grant-SWAT Team
 - g. Homeland Security Grant-HAZMAT Team
 - h. 2020 Victims of Crime ACT Program
 - i. 2020 LEMPG-SC Emergency Management Division
 - j. 2020 Justice Assistance Grant
 - k. 2020 Body Worn Camera Fund-SC DPS
 - l. 2020 JAG Program-SC DPS

ADMINISTRATION DIVISION

Rusty Burns | County Administrator

O: 864-260-4031 | F: 864-260-4548 | rburns@andersoncountysc.org
Historic Courthouse | 101 South Main Street, Anderson SC 29624
PO Box 8002, Anderson, South Carolina 29622-8002 | www.andersoncountysc.org



6. Continued Discussion of FY 21 Budget

Ms. Rita Davis

7. Transfers

Ms. Rita Davis

8. Citizens Comments

9. Adjourn

**Minutes
Finance Committee Meeting
Tuesday, September 8, 2020**

The Finance Committee Meeting of Friday, January 31, 2020 was called to order at 10:30 am by Chairman Brett Sanders. Ms. M. Cindy Wilson and Mr. Ray Graham were in attendance for the Finance Committee meeting. The Invocation and Pledge of Allegiance was provided by Ms. M. Cindy Wilson.

The following items were considered by the committee:

3. Approval of Finance Committee Minutes January 31, 2020:

Ms. M. Cindy Wilson made the motion to approve the January 31, 2020 Finance Committee minutes with a second from Mr. Ray Graham, the committee voted unanimously to recommend to Full Council.

4. Discussion of Proposed FY 21 Operating and Capital Budget, Ms. Rita Davis:

The Anderson County Council adopted a continuing Resolution due to Covid-19 and will have to have a budget by December 31, 2020. Mr. Jacky Hunter, Anderson County Auditor asked the Chairman to signify what the millage will need to be so that the tax bills can be sent out in a timely manner. When finishing up Fiscal Year 20 the County has to keep the books open for the accruals through August 31, 2020. In the Fiscal Year 20 Budget, the Council approved a \$10.2 Million usage of fund balance but the actual will probably be \$4.4 Million. The additional revenue is positive for property taxes, intergovernmental revenue, the Local government fund primarily, and the savings in expenditures. There was almost \$1.2 million in savings due to vacancies, personnel costs, fringe benefits. Operations saved \$2.5 for the last fiscal year. The County will probably finish with a \$4.4 usage of the fund balance instead of the budgeted \$10.2 Million finishing the year better than expected. The accruals go through August 31, 2020, and any invoices related prior to July 1, 2020, will be added into expenditures for the preceding year.

The General Fund budget last Fiscal Year was \$84.8. The proposed general fund budget for the first reading is \$83.4. Due to Covid-19, there has been a \$335,000 decrease in court revenues due to being shut down and the Circuit Court has been unable to hold any jury trials. The Finance Department prepared the revenues in March and have gone back over the numbers based upon the intervening months and there is a decrease from Fiscal Year 20 to 21. There is a decrease of \$449,000 for Building and Codes, Development Standards, and the driveway aprons. During the discussion of charging for the new driveway aprons, Mr. Matt Hogan from the Roads and Bridges Department gave an estimated revenue number of \$378,000 which included all driveways aprons. The actual driveway apron revenue amount will be closer to \$70,000 due to a backlog of already committed aprons that were grandfathered in. Once the ordinance passed the new installs should be charged. There is a separate general ledger account for driveway aprons.

There is a \$119,000 decrease for the Civic Center and Sports Complex Revenue due to events not being held. There is a \$462,000 overall decrease in the General Fund Revenue. Currently, only Government meetings and Council meetings are being held at the Civic Center and the concerts have all been rescheduled for new the year.

When looking at the Fiscal Year 2021 Budget Expenditures there is a \$305,000 increase in the Detention Center for the medical contract with Medico. The staff speaks highly of this company due to better, timely, medical care for the inmates. There is a request for a \$719,000 increase for the health insurance

**Minutes
Finance Committee Meeting
Tuesday, September 8, 2020**

for the standard fee that is charged by the departments to go to the Internal Service Fund. There is a request that the three CVB employees be incorporated into the General fund. In operation and contractual there is a \$1.1 Million increase in Facilities due to the aging buildings, upkeep, and the TTI building at 1428 Pearman Dairy Road. The IT Department has a \$730,000 increase in technology needs for servers and infrastructure that needs to be replaced. There is a \$138,000 request in there for body cameras. There is a \$60,000 body camera fund that will provide assistance and there is also an anticipated \$31,000 that may come from JAG. It will probably cost the County about \$41,000 out of the General Fund for year two of the body cameras.

The General Fund balance usage critical number the County wants to keep 2 months fund balance in reserve. The budget ordinance calls for 2-6 months. When the County gets to year-end on June 30, 2020, it has to be taken into account what the Council has passed as a reservation fund balance in the upcoming year's budget. The governmental fund balance usage comes out of the unassigned or the reserve which is used to avoid the cash from getting too low so you will need to issue a TAN to meet payroll and pay the bills. The County has to maintain an AA Bond Rating, a second-tier for high quality in Moody's.

There has been a \$2.760 Million cut in the Operating and Contractual. The only departments with an increase are Facilities and the IT department. A budget was prepared and then Mrs. Janna Pressley and Mr. Neil Carney reviewed and cut out \$908,000 to maintain the two months fund balance. The Development Standards Department increased because it was combined with the Planning Department. The Sheriff's Department increased due to the body cameras but grant money will assist with a large portion of this cost. There are a total of 125 cameras with 4-6 cameras being held back as a replacement if service maintenance is needed at any given time. The cameras are currently used by all of the Patrol Officers to include supervisors, the Specialized Units, the DP Units, and K-units. The only daily uniform personnel in an operational status that do not have cameras are the Civil Division, the Court House Officers, and the School Resource Officers. The funding will maintain the second year of the contract for the current 125 cameras and does not include any additional new cameras.

When looking at the budget 73% is for personnel and associated fringes. The General Fund Department received 42 requests for personnel but the Administrator has only recommended two positions for the Detention Center. These employees are currently working part-time with benefits but are working 40 hours a week. The creation of this position will allow these two employees to move into a full-time position at no additional cost. Mr. Greg Smith has requested two laborers for the Solid Waste Department that can be paid for out of the Solid Waste Fund. The Personnel/Human Resource Department has been notified and will not advertise any positions. Segal Waters did a pay plan for all of the County employees and the raises were implemented over 2 years to get each position at the minimum pay grade. The Sheriff's Department has a separate pay plan. Fiscal year 20 was year one and the total cost of implementing year 2 is \$570,000 with fringes. The Sheriff's Department agreed with Council approval to implement the raises of \$285,000 with fringes in January 1, 2021, and freeze the six positions totaling \$369,000 with fringes until July 1, 2021.

The Council approved establishing the Anderson Convention and Tourism Board, the CVB, a 501C6 organization. This organization was established to receive the quarterly State Accommodations Tax. Under South Carolina State Law 30% of this funding has to go to an organization that is devoted to

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Finance Committee Meeting
Tuesday, September 8, 2020

tourism. Anderson County gives the Convention and Tourism Board \$200,000 and the City of Anderson gives them \$50,000. There are three employees working at the Convention and Tourism Board. The funding that is received covers the personnel and operating expenses and does not leave enough money for marketing and advertising. Ms. Rita Davis requested that the Council consider bringing these employees into the General Fund into the Parks, Recreation and Tourism Department with a cost of \$197,000. These employees can work on Convention Tourism Board items, Parks and Recreation items and provide assistance at Economic Development, and the Civic Center. One of the employees is digitally trained which can be an asset to the Communications Department.

Anderson County is not hiring anyone and there is no traveling at this time. There is \$225,000 in the contingency for the unknowns. To make the budget balance for the 2 months fund balance there is a budgeted a \$1 million transfer from the Economic Development fund which receives the collected FILOT money. The money that comes in as long as excess over principle and interest it can be used for any accounting purpose that Council approves. The Council issued an \$11.208 Revenue Bond to borrow the money for the three sewer projects Exit 14, 6 & 20, and Welpine. In the year we just finished there was a budgeted \$10.2 Million usage of fund balance but we are using \$4.4 so Ms. Rita Davis doesn't anticipate having to move any funding but this will be determined when closing out Fiscal Year 21. The Council was looking at issuing \$9 million for a wastewater treatment plant. It is ready to use for an emergency. Ms. Rita Davis recommended keeping this funding for infrastructure and sewer.

In Capital, the General Fund Department has requested \$2.1 Million with \$952,200 recommended. The largest majority of this request is for three items in the IT Department which includes the disk storage array with a cost of \$225,000. The Finance Department itemizes special revenue on approximately how much capital is out there because it is not determined until a grant is received and then staff will come before you at that time with specific items to receive grant approval. Computers are not included in here because the Council increased the capital threshold to \$5000. Each individual computer is less than \$5000 and will be included in the operating budget of 2021. In Capital, Mr. Brian Richardson identified items that need to be replaced and fixed. These projects are about 2.8 Million but there is \$408,000. The Civic center needs a storage building for concessions by the soccer field. The County does the concessions so the stuff can be stored there. For EMS there are enough Emergency Rescue vehicles for QRV's to be up and running by October 1, 2020.

In Capital Projects Mr. Brian Richardson requested \$2.825 for items that need replacement but there is a budgeted \$408,000 so he will only be able to do what's critical. The Clydestone roof is leaking and the Economic development building's roof is \$ 50,000 has issues due to asbestos. The Sheriff's Department requested \$75,000 for a generator at the Law Enforcement Center. Mr. Brett Sanders suggested looking at the plan for the TTI building before purchasing the generator to ensure it can be used at the new building. Every time the power goes down it is a critical issue that requires calling Sunbelt to come bring one. The County only has one portable generator on a trailer and if there is more than one situation then we have to rent. The new Fleet Services building is in the budget. On September 14, 2020, the financing bids will be back. J Davis is supposed to begin construction this week on the Fleet Services building and the funding will close on October 8, 2020. Year 2 of the software from Central Square and Zerkor are in the budget. The County has to make progress payments to them. Overall the General Fund has decreased \$1.4 Million and all funds \$28 Million.

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Tuesday, September 8, 2020**

There was originally \$20 million included for the sewer projects but it is less. The extra could be used in contingency for other issues for the sewer. On the Historic Courthouse, exterior gutters are falling. It has been inspected and there are rotten timbers and the Council will need to look at how to fund this. The Property tax will be delayed. Mr. Brett Sanders would like to see the budget ordinance passed first reading in title only and the Finance Committee will meet again to answer any questions and concerns. The continuing resolution will help substantiate the Ordinance.

5. Approval of Tax Year 20 Millage, Ms. Rita Davis:

There is no tax increase requested. The Auditor sets the debt service millage. Ms. Rita Davis verified that the millage will not go over 2 mills and the overall general fund millage should remain the same.

Ms. Cindy Wilson made the motion to accept the County Tax Levy as presented at the Finance Committee Meeting and a motion to have first reading of the budget in title only with the understanding that the Finance Committee will have more meetings with a second from Mr. Ray Graham. The committee voted unanimously to recommend to Full Council.

6. Executive Session- Contractual Matter regarding Health Insurance Plan

Ms. M. Cindy Wilson made the motion to go into executive session for Contractual matters regarding the Health Insurance Plan with a second from Mr. Ray Graham. The committee voted unanimously to go into Executive Session.

Ms. M. Cindy Wilson made the motion to come out of executive session contractual matters regarding Health Insurance Plan with a second from Mr. Ray Graham. The committee voted unanimously to come out of Executive Session with no decisions made or votes taken.

8. Adjourn:

There being no further business, the Finance Committee meeting was adjourned at

11:03 AM

_____, Chair
_____ Date

**Minutes
Finance Committee Meeting
Monday, October 5, 2020**

The Finance Committee Meeting of Monday, October 5, 2020 was called to order at 1:28pm by Chairman Brett Sanders. Ms. M. Cindy Wilson and Mr. Ray Graham were in attendance for the Finance Committee meeting. The Invocation and Pledge of Allegiance was provided by Chairman Brett Sanders.

The following items were considered by the committee:

4. Green Pond SCDNR Grant, Mr. Rusty Burns:

The Green Pond SCDNR Grant is a Sports Fisher Grant. Anderson County has already received two grants and has been offered another due to the success of Green Pond. The grant award is for \$1 million and will require a County match in the amount of \$333,334.00. This funding match will come from the Accommodations Tax. Recently 700 people stayed in Anderson County in hotels and Airbnb's for business and fishing tournaments. This money will be used to construct a dock and power supply grid in the trailer parking area. There will be insurance and liability and it meets all requirements and the timeline.

Mr. Ray Graham made the motion to move forward with the approval of the Green Pond SCDNR Grant with a second from Ms. M. Cindy Wilson. The committee voted unanimously to recommend to Full Council.

3. Registration & Elections CTCL Grant, Mr. Rusty Burns, Ms. Katy Smith:

Anderson County was awarded the Registration and Elections CTCL Grant for the amount of \$116,044.00. There is a very broad list of what this grant can be used for. If this grant is adopted with Council approval Ms. Katy Smith will be required to send a brief report with documentation explaining how the funding was expended. There will be more of this election paid for than ever before and with this grant, it should be covered 100%. CTCL (Civic Technology and Civic Life) develops new technologies free with no cost to any jurisdiction. These new technologies include software designs, new and inventive ways to increase the integrity of the election process, and ways to make the election process safer. Also included in this process is the outreach to the communities and the communication with voters to teach the processes of elections. Elections are not federally mandated so every State has its own election laws. Voter registration and voting systems are not uniform across the nation. CTCL does the research to collect all of the data and statistics and then they provide an analysis to compare and determine how well each state is doing during the election process. CTCL decides how to disperse the grant, what it can be used for, and all of the rules. There has been a large amount of money spent on signs and the implementation of safety due to Covid. The Registrations and Elections Departments postage is depleted due to the 16,000 requests received by mail which requires mailing out applications, getting them back, and then mailing the ballot. The Registration and Elections cost has been greater than budgeted however the money received from the State and this grant will assist to offset some of the costs that have been incurred.

Mr. Ray Graham made the motion to move forward with approval of the Registrations and Elections CTCL Grant with a second from Ms. M. Cindy Wilson. The committee voted unanimously to recommend to Full Council.

5. Viva Recycling Upstate LLC DHEC Cleanup Grant & S & ME Consulting Services Agreement, Mr. Rusty Burns:

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Monday, October 5, 2020

Anderson County has reached a \$2 Million negotiation with DHEC for the cleanup at Viva Recycling. This money will provide the assistance to begin cleaning up the surface of the site and more money may be provided in the future to do additional clean-up. Anderson County will be hiring S& ME to run this process which includes soil testing and site clean-up. This expenditure will come out of the Viva Recycling Upstate LLC DHEC Grant and will not place any burden on Solid Waste or the taxpayers. The original purpose is to recycle the tires. This will help so that the fire departments will not have to keep going to put out a fire. The pipeline will be contacted because there is a line running through this property. If approved by Council this process is ready to begin. S& ME has a lot of geotechnical equipment that can be used to see the depth of everything there. There was a similar situation in Berkley County that DHEC assisted to clean-up. This property needs to be condemned. There is permission to go on the property.

Ms. M. Cindy Wilson made the motion to accept the funding of the Viva Recycling Upstate LLC DHEC Grant and accepting the S& ME Consulting Services Agreement with a second from Mr. Ray Graham. The committee voted unanimously to recommend to Full Council.

6. Continued Discussion of the FY21 Budget, Ms. Rita Davis:

Travel is currently frozen and there are a lot of agencies that are offering continuing education classes online so there is still a charge to attend those classes. There has been limited travel primarily by the Sheriff's Office. There has been a \$941,000 cut from the General Fund. The money cannot be completely cut because some positions are required to complete continuing education requirements.

The media team has an increase in Professional Services for the contract that secures Anderson County through the FOA request. This contract helps prevent and protects if something is posted to social media. It tracks, captures, and notes everything that's done and will allow us to retrieve and pull anything that creates a liability.

The Facilities budget for electricity and gas has increased because Paws, Fleet Services, Roads and Bridges and the TTI building will all be included in this budget. The operating and contractual for Paws went down about \$60,000. There are fewer intakes. Paws are still charging other counties to take in animals and has received \$20,788 in revenue from out of the County. There were 1400 animals received through September 14, 2020. All adoptions are by appointment only and law enforcement has been lenient on bringing animals when they can. The personnel services cost will remain the same because there is a minimum of 8 people a day, seven days a week cleaning and taking care of the animals. Since March 2020, Pickens County has not sent any animals to Anderson County because they are looking to hire an animal shelter director.

The Parks and Recreation Department will have an increase of full-time and overtime with the Council's permission to move the three CVB employees into this department under Mr. Glen Brill. The Parks and recreation Professional services pay for various things at all of the parks. It pays for trash pickup at Starr, professional services for Broadway Lake, and Green Pond. If an engineer or architect is needed to look at something at a park if the cost is not huge it can be paid out of that fund. At Special Populations there is an increase for a part-time employee to keep the Rainbow Kids engaged. They can continue working socially distanced. The Development Standards and the Planning Department have been combined so there was an increase of \$70,000. In the Purchasing Department, there was a big phone increase of \$120,000 based on usage. This is a random account that is used for the phone in the elevator.

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In Technology Services, there was a phone increase from \$21,500 to \$63,500. This cost is for additional phones, phone licenses, and an internet upgrade for the router. The data processing supplies increased \$485,000 from \$13,000 because Council approved a \$5000 capitalization threshold. The capital listing will not include computers anymore they will be included in data processing supplies per department because they are not over \$5000 each. The Sheriffs Support Services is split between 5161, 5141, and 5212 to reflect the department in which the personnel actually work. The Public Works Administration professional services and service contracts are for the cart graph software. The Cart graph software is in the 5th year license agreement with a price increase every year. The Your Gov app is no longer supported so we are converting to a new app called See, Click and Fix. In the Civic Center, there is the transition of the contract and the cost of cleaning and building supplies has increased due to keeping the Civic Center clean and sanitized. Under Special Revenues, the Public Defender has a huge increase in full-time for investigators that will investigate and help with the caseload and the contracted laborers are attorneys hired to handle cases. The Public Defender primarily receives State money for her budget. Under Airport Mechanic the consumables are lubricants and oils used when completing repairs. The Re-Entry Navigator is a grant that helps prisoners coming out of jail. There is a reduction of almost \$1 Million in debt services.

In Capital, there is a request for a 40 ft. scissor lift that can be used to replace light bulbs at the TTI building and it can also be utilized at the Civic Center and the Fleet Services Building. There is a request for a golf cart for the TTI building that can be used inside the warehouse and outside on the entire campus. The Parks and Recreation Department requested surveillance cameras for use on Brown Road and at Dolly Cooper and there is another request for a sea freight container for storage.

The Financial Software for the County has been through the business process review. The review was written to curve what we do and what our business processes are and it will need to be reviewed by Ms. Rita Davis and Mr. Neil Carney. The general ledger has also been configured. The software should be up and running within 18 months.

Technology Services requested fourteen Cisco three-layer switches for \$90,000. The current 14 switches are near end of life and need to be replaced. There is an IRS publication that requires a County to replace hardware that is no longer receiving updates. The current switches will not receive any new security updates from Cisco. The IT department would like to replace 9 switches. There will be five switches at the new courthouse, two at the Ronald Townsend Building, one for the old courthouse, and one spare for replacement. Ms. Rita Davis will be bringing a change order and quote for the disc storage array to the Council before the third reading of the Budget. The cost will increase from \$225,000 to \$476,000 because of the need to keep the AS400 that is used by Building and Codes, Development Standards, and the County needs to keep all of our data on the cloud. For the E911 Center, there is a request for a 68200 Surface Monitor that will replace current hardware and for an Abtech that will provide assistance to trouble shoot the radios. The Forensics Lab requested a spectrophotometer which is a high tech piece of equipment that is calibrated to use for evidence in court. The current ones are used until they fall apart. The Roads and Bridges Department has a request for Portable LED Tower lights that can be used for working in the early morning or at night. These lights can be utilized in different departments. There is a request for a golf cart for the Civic Center. It will be used to carry the elderly and handicapped guests to and from the parking lot at the Civic Center and other areas. It can also be used at the Sports complex to take the elderly to the field for tournaments.

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The E911 backup Center has a request for furniture that includes workstations and special chairs for dispatch that need to be replaced. This total request is for \$283,000 and 80% will be reimbursed by the State. Currently, the backup is located at the Center for Excellence but it will possibly be moved to the TTI building. The current backup is a deployable pullout. The intent is to have a back center that is fully functioning and ready to use in case of an emergency.

This item is for information only. No decisions or votes were taken for this item.

8. Adjourn:

There being no further business, the Finance Committee meeting was adjourned at

3:04 PM

Finance Committee

_____, Chair

_____ Date

Anderson County Purchasing Department Bid Tabulation

BID# 21-012 RE-ROOF OF CLYDE STONE BLDG.

	Vendor	BONDS	BID
1	LLOYD ROOFING	✓	\$334,800.00
2	NUNNERY ROOFING	✓	\$264,440.00
3	J M COPE	✓	\$245,900.00
4	PORTER ROOFING		NO RESPONSE
5	ATD RESTORATIONS		NO RESPONSE
6	AAR ROOFING		NO RESPONSE
7	TRULINE ROOFING		NO RESPONSE
8	MID ATLANTIC ROOFING		NO RESPONSE
9	D 7		NO RESPONSE
10	SHERWIN WILLIAMS†	†	NO RESPONSE
11	BEACON		NO RESPONSE
12	CSS CLAIMS		NO RESPONSE
13	CRESCENT CAROLINA		NO RESPONSE
14	TURNKEY ROOFING		NO RESPONSE

	VENUE	BONDS	BID
15	GILSTRAP ROOFING		NO RESPONSE
16	ALLCON ROOFING		NO RESPONSE
17	JES COATINGS		NO RESPONSE
18	WAYNCO ROOFING		NO RESPONSE
19	GLENN CONSTRUCTORS		NO RESPONSE
20	SUMMIT		NO RESPONSE
21	GUY ROOFING		NO RESPONSE
22			
23			
24			
25			
26			
27			
28			
AWARD TO:			<i>J. M. Cope</i>

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624
REQUEST FOR SOLICITATIONS, OFFER AND AWARD

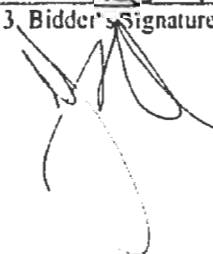
*****Solicitation Information*****

1. SOLICITATION: # 21-012	Brief Description:
2. ISSUE DATE: <i>September 9, 2020</i>	Re-Roof of the Clyde Stone Building
3. FOR INFORMATION CONTACT:	(SEE SCOPE OF WORK & SPECIFICATIONS)
rcarroll@andersoncountysc.org <i>RCS</i>	
5. SUBMIT BID TO: Anderson County Purchasing Department 101 South Main Street, Room 115 Anderson, S.C. 29624 Attn: Bid # 21-012	A <u>mandatory pre-bid meeting</u> will be held on Monday, September 21 st at 10:00 A.M. Interested parties should meet at the front entrance of the Clyde Stone Building located at 1019 David Lee Coffee Place, Anderson, S.C.
6. Submission Deadline: <i>Date: Friday, October 2, 2020</i>	<i>Time: 11:00 A.M.</i>
7. Submit Sealed Bid	
8. Firm Offer Period: Bids submitted shall remain firm for a period of Sixty calendar days from date specified in block 6.	

Offer (To be completed by Bidder)

9. BUSINESS CLASSIFICATION	(Check Appropriate Box)	<input type="checkbox"/> Woman Business Enterprise <input type="checkbox"/> Minority Business Enterprise <input type="checkbox"/> Disadvantaged Business Enterprise
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10. **Additional Information:** In compliance with above, the undersigned agrees, if this proposal is accepted within the period specified in Block 8 above, to furnish any or all other further information requested by Anderson County.

11. Bidder's name and address (Type or print): <i>J.M. Cope, Inc. 1069 Bayshore Dr. Rock Hill, SC 29732</i>	12. Name & Title of Person Authorized to sign the Bid. (Type or Print): <i>Wesley Diamond VICE PRESIDENT</i>
13. Bidder's Signature & Date  <i>10/01/2020</i>	
e-mail : <i>mfo@vevejmcope.com</i> Telephone # <i>864-351-2202</i> Fax # <i>N/A</i> Federal Identification #: XXXXXXXXXX	

AWARD (To be completed by Anderson County)

14. Total amount of award:	15. Successful Bidder:	18. Award date:
16. Contracting Officer or Authorized Representative: Robert E. Carroll	17. Signature:	

SECTION III

Bid Form

Name of Party submitting the Bid: J.M. Cope Inc.

To: Purchasing Manager for Anderson County

1. Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid, having conducted a thorough inspection and evaluation of the Specifications contained therein, hereby submit the following pricing set forth herein:

Bid: Re-Roof of Clyde Stone Building

Bid No.: 21-012

QTY	U/M	Description	Total Cost
1	LS	Re-Roof of the Clyde Stone Building	\$ <u>245,900.00</u>
*	See Scope of Work	ALTERNATE #1 - New R-38 faced Batt Insul. - "Add"	# <u>33,412.00</u>

Each individual bid item shall be determined from visiting the work site, reviewing the plans and specifications and all other portions of the bid documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Contractor's Agreement, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, the furnishing of tools, equipment, permanent and temporary construction signs, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, and all bonds, insurance and submittals, pursuant to the requirements of the Bid Package, including, but not limited to, the Contractor's Agreement and all Bid Documents, whether or not expressly listed or designated. It is understood that each item is estimated and quantities may change and that the final bill will reflect actual quantities in place per the unit priced of that bid item.

3. It is understood that the County reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for 60 days.
4. The required (5%) bid security is attached.
5. A complete list(s) of proposed subcontractors is attached hereto.
6. It is understood and agreed that if written notice of award of contract is mailed, transmitted by facsimile, or delivered to the bidder after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the bidder will execute and deliver to the County the Contractor's Agreement and will furnish and deliver the Faithful Performance Bond and a separate Payment Bond as specified and certificates of insurance within ten days of mailing of said notice. The bidder further agrees that the work



Meeting Notice
Accommodations Tax Advisory Committee
Wednesday, November 4th
6:00 PM

Virtual Meeting via Cisco WebEx (A link to the meeting will be emailed)

Agenda

1. Call to order
2. Elect Committee Chairperson
3. Review 2020-21 Accommodations Tax Grant Requests
4. Adjourn

FY 20-21 ATAX Grants

- The grants recommended by our two committees reflect how tourism in Anderson County & the world have been impacted by the pandemic.
- Events held outdoors can still happen. A prime example is the *Ray Scott Championship* currently underway @ Green Pond Landing this week. Visit Anderson has tracked **1,450** hotel room nights to this one tournament. You'll notice the committees are recommending money for fishing tournaments and improvements @ two parks on pages 1-4. The Belton Tennis Association is recommended for funding for its five outdoor tennis tournaments on page 6.
- Events held indoors can't happen. You'll see wrestling tournaments on pages 2-5, which have received ATAX grants in past years are recommended for no money this grant cycle.
- Anderson County's strength in tourism outdoor recreation will allow us to better weather the pandemic than other areas of South Carolina. Looking at ATAX collections for the first two months of this fiscal year show it's helping us a lot. While ATAX collections are down 22% here, it's a lot worse in other counties:
 - Charleston County -23.7%
 - Greenville County -46.1%
 - Horry County -27.8%
 - Richland County -43.9%
 - Spartanburg County -34%
 - York County -36.3%

**Anderson County ATAX Committee
Requests & Recommendation Summary for FY 2020-2021**

Below is a summary of the requests for Accommodations Tax (ATAX) funding from Anderson County for fiscal year 2020-2021. **Total ATAX Funds Requested: \$468,165.76** (667,073.84 last year). **Total ATAX Funds Available: \$243,623.20** (\$269,264.86 last year).

- 1 Applicant: Anderson Area Y
 Project: Midnight Flight Roadraces
 Duration: August 27, 2021
 Description: The race projects 275 out-of-town runners and 225 room nights. The organization is requesting ATAX funding for advertising in runners' magazines (\$2,774), social media ads (\$500) & a brochure (\$950).
FY 20 Allocation: \$3,000
FY 21 Request: \$4,000
Recommendation: \$0
Committee: \$0
Council:

- 2 Applicant: Anderson Arts Center
 Project: Annual Tourism Projects
 Duration: September 2020-August 2021
 Description: It seeks ATAX for printing, invitations, program & brochures.
FY 20 Allocation: \$5,000
FY 21 Request: \$15,000
Recommendation: \$0
Committee: \$0
Council:

- 3 Applicant: Anderson Convention and Visitors Bureau
 Project: BASS Nation SE Region Championship
 Duration: April 2021
 Description: ATAX is requested to pay for advertising & marketing the tournament in Bassmaster Magazine & BASS Times (\$3,500), tourist shuttle transportation & law enforcement security for tourists at Green Pond Landing (\$5,500) and marketing materials (\$3,500). The event will fill 1,500 room nights & generate \$658,000 in economic impact.
FY 20 Allocation: N/A
FY 21 Request: \$12,500
Recommendation: \$9,000
Committee: \$9,000
Council:

- 4 Applicant: Anderson Convention and Visitors Bureau
Project: Crappie USA Classic
Duration: October 2021
Description: This event will fill more than 1,800 hotel room nights & generate economic impact of \$486,000. \$10,000 is requested for marketing/advertising and \$10,000 for tourist shuttle transportation & law enforcement to serve tourists.
- FY 20 Allocation:** N/A
FY 21 Request: \$20,000
Recommendation: \$5,000
Committee: \$5,000
Council:
- 5 Applicant: Anderson Convention and Visitors Bureau
Project: Operational Funding
Duration: 7/1/20-6/30/21
Description: ATAX would help pay for the operation of its Visitor Center including common area maintenance, insurance & utilities, which have increased.
- FY 20 Allocation:** \$15,000
FY 21 Request: \$20,000
Recommendation: \$20,000
Committee: \$20,000
Council:
- 6 Applicant: Anderson Convention and Visitors Bureau
Project: Advertising (Digital/Social ads)
Duration: January 1-December 31, 2021
Description: ATAX will pay for: print advertising (\$25,000), including State Travel Guide (\$9,000) digital/social ads (\$2,000) and radio ads/trade shows (\$15,000), including Bassmaster Radio (\$9,000).
- FY 20 Allocation:** \$2,000
FY 21 Request: \$25,000
Recommendation: \$9,000
Committee: \$9,000
Council:
- 7 Applicant: Anderson Convention and Visitors Bureau
Project: TBF High School World Finals
Duration: June 28-July 3, 2021
Description: This tournament's economic impact will be \$1.5 million and it'll fill 2,500 room nights. Advertising on Anglers Channel.com (\$7,500). Tourist shuttle transportation and law enforcement security for tourists (\$11,000). Promotional materials (\$3,500).
- FY 20 Allocation:** N/A
FY 21 Request: \$22,000
Recommendation: \$20,000
Committee: \$20,000
Council:

- 8 Applicant: Anderson Convention and Visitors Bureau
Project: SC High School League Wrestling Championships
Duration: February 26-27, 2021
Description: This event annually generates 1,000 hotel room nights. ATAX would pay for law enforcement security & EMS services to tourists (\$9,500). It's unknown if this event will happen due to Coronavirus.
- FY 20 Allocation: \$15,000**
FY 21 Request: \$20,000
Recommendation: \$0
Committee: \$0
Council:
- 9 Applicant: Anderson Convention and Visitors Bureau
Project: Marketing (Public Relations)
Duration: 7/1/20-6/30/21
Description: ATAX is requested for: Printed materials, including a Meeting Planners Guide (\$8,000) & rack card (\$9,500), Promotional materials including Green Pond Landing dry bags (\$4,500), public relations, including two angler sponsorships (\$15,000).
- FY 20 Allocation: \$9,000**
FY 21 Request: \$37,500
Recommendation: \$16,500
Committee: \$16,500
Council:
- 10 Applicant: Anderson County
Project: Celebrate Anderson
Duration: September 5, 2021
Description: Items in the event's budget ATAX can pay for are advertising (\$7,220) and law enforcement to serve tourists (\$2,970).
- FY 20 Allocation: \$8,075**
FY 20 Request: \$12,000 (\$10,190 eligible)
Recommendation: \$0
Committee: \$0
Council:
- 11 Applicant: Anderson County
Project: Green Pond Landing & Event Center
Duration: 10/20-5/21
Description: ATAX would help fund a courtesy dock for the fishing tournament weigh-in amphitheater. In less than six years, this facility has hosted \$60 million in fishing tournaments
- FY 20 Allocation: N/A**
FY 21 Request: \$100,000
Recommendation: \$100,000
Committee: \$100,000
Council:

- 12 Applicant: Anderson County
Project: Dolly Cooper Park
Duration: 10/20-5/21
Description: ATAX would help a baseball field for the regional sports complex.
FY 20 Allocation: N/A
FY 21 Request: \$32,173.76
Recommendation: \$32,623.20
Committee: \$32,623.20
Council:
- 13 Applicant: Anderson County Museum
Project: Promotion of Museum Events & Exhibits 2020-21
Duration: 11/1/20-8/31/21
Description: The museum hosted a 25,000 visitors last year. ATAX funding would go towards digital TV ads (\$15,000), print ads in Clemson Tigers Football Gameday, Travel South Magazine & Visit Anderson Visitor's Guide (\$15,000), Constant Contact & website updates (\$2,000) social media advertising (\$12,000). It will advertise 24 permanent exhibits, special events and programs to tourists.
FY 20 Allocation: \$21,900
FY 21 Request: \$25,000
Recommendation: \$7,500
Committee: \$7,500
Council:
- 14 Applicant: Anderson Quilt Guilds
Project: Anderson Area Quilt Show
Duration: August 20-21, 2021
Description: 114 tourists attended its 2019 show. ATAX will fund flyers to advertise the show in quilt stores in SC, GA & NC. 25-50 room nights are projected.
FY 20 Allocation: N/A
FY 21 Request: \$500
Recommendation: \$0
Committee: \$0
Council:
- 15 Applicant: Anderson Sports & Entertainment Center
Project: Bangarang Blast
Duration: February 20-21, 2021
Description: This wrestling tournament will attract 250 competitors from SC, GA, NC & TN along with their coaches & family members. 800-1,000 spectators are projected each day. \$3,000 is requested for advertising & promotion. \$1,500 for law enforcement to serve tourists.
FY 20 Allocation: \$4,500
FY 21 Request: \$4,500
Recommendation: \$0
Committee: \$0
Council:

- 16 Applicant: Anderson Sports & Entertainment Center
Project: SCYWA Upper State Qualifier
Duration: March 6, 2021
Description: This wrestling tournament will attract 250 competitors from SC, GA, NC & TN. 800-1,000 spectators are projected each day, along with 200 hotel room nights. \$3,000 is requested for advertising & promotion. \$1,500 for law enforcement to serve tourists.
- FY 20 Allocation: \$4,500**
FY 21 Request: \$4,500
Recommendation: \$0
Committee: \$0
Council:
- 17 Applicant: Anderson Sports & Entertainment Center
Project: SCYWA State Championship
Duration: March 13-14, 2021
Description: 300 elementary & middle school wrestlers will compete. 1,000 spectators are projected each day. \$3,000 is requested for advertising & promotion. \$1,500 for law enforcement to serve tourists.
- FY 20 Allocation: \$4,500**
FY 21 Request: \$4,500
Recommendation: \$0
Committee: \$0
Council:
- 18 Applicant: Anderson Senior Follies
Project: Hindsight is 2021
Duration: March 11-14, 2021
Description: ATAX would pay for radio spots and publicity. All five shows sell-out (5,500 people). Motorcoach groups from SC, GA & NC annually attend. Applicant has the best Covid plan submitted and will know by December whether the show will go on. 100 room nights are projected.
- FY 20 Allocation: \$2,500**
FY 21 Request: \$2,000
Recommendation: \$0
Committee: \$0
Council:
- 19 Applicant: Bart Garrison Ag. Museum of SC
Project: Clemson Football Remote Viewing
Duration: 9/12/20-1/11/21
Description: This event would advertise viewing events at the Museum since the stadium's capacity is significantly reduced. ATAX would fund radio ads, billboards & social media marketing to tourists. 720 room nights are projected
- FY 20 Allocation: N/A**
FY 21 Request: \$6,000
Recommendation: \$0
Committee: \$0
Council:

- 20 Applicant: Belton Area Museum Assn.
Project: Outdoor Digital Sign
Duration: Fall 2020
Description: ATAX is requested to replace the Museum's current sign, which can't be fixed.
FY 20 Allocation: N/A
FY 21 Request: \$7,000
Recommendation: \$0
Committee: \$0
Council:
- 21 Applicant: Belton Area Museum Assn.
Project: Promotions
Duration: 10/20-6/21
Description: ATAX would pay for an ad in the Upcountry SC Visitor Guide (\$1,150) and Website hosting (\$500).
FY 20 Allocation: \$2,000
FY 21 Request: \$2,000
Recommendation: \$0
Committee: \$0
Council:
- 22 Applicant: Belton Center for the Arts
Project: Building Improvements
Duration: 10/20-4/21
Description: The Center requests ATAX to paint it's façade & install a wrought iron handrail.
FY 20 Allocation: N/A
FY 21 Request: \$2,000
Recommendation: \$0
Committee: \$2,000
Council:
- 23 Applicant: Belton Tennis Association
Project: Hall of Fame, Men's Collegiate, Southern Conf., Palmetto Champ., SPUD Doubles
Duration: 9/26-27/20, 10/2-4/20, 11/6-8/20, 5/28-31/21, 6/25-26/21
Description: The Palmetto Championships is the largest junior tennis tournament in South Carolina. Entries for next year's event are expected to be more than 450 players, with most players bringing 2 to 3 people with them. ATAX funding will be used for advertising, promotions and hosting. The SPUD attracts 100 people, The Hall of Fame 100 and the SC Men's Collegiate 64 and The Southern Conf. Championships 64.
FY 20 Allocation: \$15,000
FY 21 Request: \$12,000
Recommendation: \$6,000
Committee: \$6,000
Council:

- 24 Applicant: Clemson Kennel Club
 Project: AKC Dog Show & Trials @ the Garrison Arena
 Duration: January 8-10, 2021
 Description: The club's 2020 show attracted 1,247 entries from more than 50 miles away. It seeks money to buy national magazine advertising to increase out-of-state entries.
- FY 20 Allocation: \$2,000**
FY 21 Request: \$2,000
Recommendation: \$0
Committee: \$0
Council:
- 25 Applicant: Clemson Little Theatre
 Project: Annual Advertising Budget
 Duration: 9/1/20-8/31/21
 Description: ATAX would fund social media ads, newsletter & postcards. Applicant feels its events can happen during continued spread of the Coronavirus.
- FY 20 Allocation: \$0**
FY 21 Request: \$1,000
Recommendation: \$0
Committee: \$350
Council:
- 26 Applicant: Discover Upcountry Carolina Assn.
 Project: Advertising & Marketing
 Duration: October 1, 2020 to September 30, 2021
 Description: ATAX is requested for print advertising, digital marketing, travel/trade shows and press tours. The organization promotes six NW counties in SC, including ours and projects 39,357 room nights for Anderson County from its work.
- FY 20 Allocation: \$4,000**
FY 21 Request: \$5,000
Recommendation: \$0
Committee: \$0
Council:
- 27 Applicant: Iva Community Improvement Assn.
 Project: Let's do it Again Better 2020!
 Duration: September 2020-September 2021
 Description: ATAX money will be used for operating the RevIva Visitor Center and updating some of its exhibits
- FY 20 Allocation: \$2,500**
FY 21 Request: \$2,000
Recommendation: \$0
Committee: \$2,000
Council:

- 28 Applicant: Iva Community Recreation
 Project: Dixie Youth Baseball/Dixie Softball
 Duration: 9/20-8/21
 Description: It will bid to host Dixie baseball & softball tournaments and projects 300 room nights. It requests \$2,000 for law enforcement to serve tourists. It also requests money for umpires, host site fee, awards concessions supplies and field preparation, all of which aren't ATAX-eligible.
- FY 20 Allocation: \$5,000**
FY 21 Request: \$20,000 (\$2,000 eligible)
Recommendation: \$0
Committee: \$2,000
Council:
- 29 Applicant: John Thomas Ashley SCV Camp #43
 Project: Battle of Anderson
 Duration: 4/15/19/21
 Description: Reenactment of the last War Between the States skirmish east of the Mississippi. ATAX is requested for radio ads, flyers & print ads.
- FY 20 Allocation: \$1,200**
FY 21 Request: Applicant wrote "most we can get."
Recommendation: \$0
Committee: \$0
Council:
- 30 Applicant: Main Street Program of Anderson
 Project: Social Media Advertising
 Duration: July 2020-June 2021
 Description: The Main St. Facebook page has 46,250 followers, reaches 342,000 each week. ATAX would pay for social media ads to people more than 50 miles from Anderson.
- FY 20 Allocation: \$2,500**
FY 21 Request: \$5,000
Recommendation: \$0
Committee: \$0
Council:
- 31 Applicant: Meals on Wheels-Anderson
 Project: Hartwell Lake Poker Run
 Duration: June 10-12, 2021
 Description: Applicant projects 150 room nights. ATAX would pay for online advertising to reach boat enthusiasts including *Poker Runs America & Offshore Only* and billboards. 135 boats participated this year, including boats from AL & TN.
- FY 20 Allocation: \$1,000**
FY 21 Request: \$1,000
Recommendation: \$0
Committee: \$1,000
Council:

- 32 Applicant: Mill Town Players
Project: Scene Shop Door
Duration: January 2021
Description: ATAX is requested for a roll-up door. It has received \$5,000 from SCPRT for other parts of this renovation project.
FY 20 Allocation: \$3,000.86
FY 21 Request: \$1,342
Recommendation: \$0
Committee: \$0
Council:
- 33 Applicant: Lake Hartwell Country
Project: Solitude Promotion
Duration: 9/15/20-11/30/20
Description: Promoting the area's natural resources to tourists with ads on Accu-Weather, Google & Social Media. It projects 9,313 room nights.
FY 20 Allocation: N/A
FY 21 Request: \$8,500
Recommendation: \$0
Committee: \$0
Council:
- 34 Applicant: Pendleton Historic Foundation
Project: Foundation & Event Promotion
Duration: July 2020-June 2021
Description: \$200 for Facebook ads, \$1,400 for promotional printing and \$399 for a Google Maps business listing.
FY 20 Allocation: \$2,000
FY 21 Request: \$2,000
Recommendation: \$0
Committee: \$2,000
Council:
- 35 Applicant: SC Upstate Equine Council
Project: Spring Fling Horse Show
Duration: April 3-4, 2021
Description: ATAX is requested for Facebook ads & print ads. The budget submitted shows only \$1,500 for advertising. The applicant projects 30+ room nights.
FY 20 Allocation: \$2,000
FY 21 Request: \$5,000
Recommendation: \$3,000
Committee: \$3,000
Council:

- 36 Applicant: SC High School Soccer Coaches Assn.
Project: North-South Soccer Classic
Duration: June 17-19, 2021
Description: ATAX is requested for print ads in publications which won't reach tourists and billboards. The applicant projects 150+ room nights.
FY 20 Allocation: N/A
FY 21 Request: \$2,000 (\$0 eligible)
Recommendation: \$0
Committee: \$0
Council:
- 37 Applicant: Town of Pelzer
Project: Monkey Park
Duration: January-February 2021
Description: They're requesting money for painting structures and new swings.
FY 20 Allocation: N/A
FY 21 Request: \$500
Recommendation: \$0
Committee: \$0
Council:
- 38 Applicant: T. Ed Garrison Arena
Project: Garrison Arena Promotions
Duration: September 2020-July 2021
Description: They're requesting money for advertising in regional & national livestock publications. Events at the Arena generate thousands of hotel room nights annually and its economic impact is \$8.9 million dollars.
FY 20 Allocation: \$5,000
FY 21 Request: \$9,000
Recommendation: \$5,000
Committee: \$5,000
Council:
- 39 Applicant: Envision Williamston
Project: Mineral Spring Park Season of Events
Duration: December 1, 2020-July 31, 2021
Description: It seeks ATAX to promote 20-25 events in the park over eight months. It seeks money for TV & Radio ads (\$2,500), print & social media ads (\$2,500) App. for mobile devices (\$750) & video (\$3,000). 71,930 people attended its 2018-19 event series.
FY 20 Allocation: \$6,739
FY 20 Request: \$11,000
Recommendation: \$0
Committee: \$0
Council:

40 Applicant: Williamston Springwater Committee
 Project: Williamston Christmas Park
 Duration: 11/28/20-1/1/21
 Description: Lighted displays throughout the Christmas season draw 6,000-10,000 visitors from the area and across the Upstate. ATAX funds will be used for billboards (\$500) and a rack card in SC Welcome Centers (\$150).

 FY 20 Allocation: \$650
 FY 21 Request: \$650
 Recommendation: \$0
 Committee: \$650
 Council:

For more information regarding this year’s funding recommendations, please contact Glenn Brill, Parks, Recreation & Tourism Division Director at 260-1092.

Rita Davis

From: Joseph Stone
Sent: Tuesday, September 15, 2020 2:23 PM
To: Rita Davis; Anna Marie Brock
Cc: Holt Hopkins; Rusty Burns
Subject: Unit 21634 Donation to Honea Path Fire Marshall
Attachments: IMG_1744.JPG

THE TOWN OF HONEA PATH IS SEEKING THE DONATION OF A VEHICLE TO USE FOR OUR NEWLY APPOINTED FIRE MARSHALL.

Below is what we have and they have agreed that it will work. Can we get council to vote on it please.
2006 Ford F-150 Crew Cab 4x4 248,889 miles. Estimated value of 4,000 dollars.



ANDERSON COUNTY
SOUTH CAROLINA

Joe Stone
Anderson County Fleet Manager

O: 864.260.6343
C: 864.617.1919
F: 864.260.4867
jstone@andersoncountysc.org

739 Michelin Boulevard
Anderson, SC 29626



COVID-19 Grant Summaries

2020 Coronavirus Emergency Supplemental Funding (CESF) Program

Office of Justice Programs (OJP)

- Award: \$196,224 (no match)
- Laptops, tablets, cradlepoints (Wireless Network), software, building upfit projects

2020 Coronavirus Emergency Supplemental Funding (CESF) Program

SC Dept of Public Safety

- Award: \$97,750 (no match)
- 50 laptops for Solicitor's Office

2020 Coronavirus Emergency Supplemental Funding (CESF) Program

SC Dept of Public Safety

- Award: \$185,000 (no match)
- Forensics Lab - Digital Forensic Evidence Data Extraction Tower and Software
- Forensics Lab – Gas Chromatograph

2020 Local Emergency Management Performance Grant (LEMPG) - Supplemental

SC Emergency Management Division

- Award: \$22,863 (50% match - \$22,863 met by in-kind Emergency Management salaries)
- EOC workstations, infrastructure, monitors, information boards, & IT infrastructure at larger EOC space at 1428 building to meet CDC standards

Other Grant Summaries

20SHSP03 – Homeland Security Grant – Bomb team

SC Law Enforcement Division

- Award: \$63,000 (no match)
- Upgrade x-ray generators
- Power Hawk system
- Training courses
- Exercise supplies

20SHSP10 – Homeland Security Grant – SWAT team

SC Law Enforcement Division

- Award: \$60,000 (no match)
- Ballistics glass replacement in bearcat
- Laptop & printer
- Night Vision binoculars/monoculars
- Reusable training doors
- Exercise supplies

20SHSP19 – Homeland Security Grant – HazMat team

SC Law Enforcement Division

- Award: \$65,000 (no match)
- Voice amplifiers
- Chemical Detectors (AreaRae Monitors)
- Level A chemical protective suits
- Self-Contained Breathing Apparatus (SCBA)
- Exercise supplies

2020 Victims of Crime Act (VOCA) Program – Victim Services

Office of the Attorney General – Crime Victim Services Division

- Award: \$160,442 (20% match - \$39,690 met by in-kind salaries and volunteer hours)
- Personnel (Victim Advocate, Bilingual, Victim Advocate, Victim Services Specialist)
- Training & Travel (Registration, lodging, meal per diem, mileage for grant staff to train and maintain certifications)
- Supplies – Office supplies, cell phones (2), Victim Services tracking software

2020 Local Emergency Management Performance Grant (LEMPG)

SC Emergency Management Division

- Award: \$70,484 (50% match - \$70,484 met by in-kind Emergency Management salaries)
- Personnel, Training & Travel, Registration, Office Supplies, Exercise Supplies, Community Emergency Response Team (CERT) supplies

2020 Justice Assistance Grant (JAG) Program

Office of Justice Programs (OJP)

- Award: \$55,680 (no match)
- SWAT (Special Weapons & Tactics) team – Armor plate carriers with accessories
- Dive Team – Chainsaw, workbench lights, heavy duty wagon, folding bench, canopy, generator
- Bomb Team – Utility vehicle, infrared thermometer
- Body-Worn Camera – 2nd year of contract (partial) - \$138,041 total for Year 2

2020 Body Worn Camera Fund

SC Dept of Public Safety

- Award: \$60,189.64 (no match)
- Body-Worn Camera – 2nd year of contract (partial) - \$138,041 total for Year 2

2020 Justice Assistance Grant (JAG) Program

SC Dept of Public Safety

- Award: \$71,625 (10% match - \$7,958)
- Continuation grant for Forensic Chemist salary and fringe
- Training/Travel (Registration, lodging, per diem, mileage)

Grant Summary

Grant Name & Number:	2020 Coronavirus Emergency Supplemental Funding Program 2020-VD-BX-1230
Awarding Agency:	Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA)
Grant Period:	January 20, 2020 - January 31, 2022
Grant Award:	\$196,224
Grant Match:	No Match requirement
Project Manager:	Steve Newton/Stacy Hanvey

Grant Purpose:	The CESF Program will provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus.
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Budget Summary

Category	Description	Federal Amount
Technology Services	Dell Latitude 5501 laptops with dock, or equivalent, plus accessories (approx. 33) (Assessor, Auditor, Facilities, Family Court, Treasurer, etc)	\$49,257
Technology Services	Cradlepoint Netcloud Essentials, or equivalent (Qty 8)	\$3,638
Technology Services (Emergency Mgmt)	Panasonic Toughbook 55, or equivalent (Qty 13)	\$30,986
Technology Services	Port replicators/power adaptors (Qty 5)	\$2,163
Technology Services	HP 14" Chromebook AMD A4 Series (Qty 3)	\$880
Forensics Team	Microsoft Surface Pro 7 tablets, or equivalent (qty 17)	\$27,200
Forensics	FCS V5 latent fingerprint analysis software, or equivalent (Qty 3)	\$2,100
Facilities	Building Upfit Projects **	\$80,000
Total		\$196,224

** installing screens, alteration/construction of non-load bearing walls, installation of air purifiers, and similar activities targeted for those county offices which experience a high degree of public interaction and are intended to provide recommended levels of safety for the public and employees alike; buildings and areas scheduled for retrofit and renovation include, but are not limited to: Anderson County Courthouse (Clerk of Court, Circuit Court, Probate Court, Solicitor's Office, etc.); Ronald P. Townsend Building (Magistrate's Court, County Veterans Affairs Office, Legislative Delegation); Voter Registration and Elections Office; Anderson County Annex Building (Register of Deeds, Treasurer's Office, County Assessor, County Auditor, Building and Land Use Permitting); Anderson county Historic Courthouse (County Council, County Administration, County Parks Recreation and Tourism)



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 16

1 RECIPIENT NAME AND ADDRESS (Including Zip Code) County of Anderson Post Office Box 8002 Anderson, SC 29622-8002		4 AWARD NUMBER: 2020-YD-BX-1230	
		3 PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022 BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022	
2a. GRANTEE IRS/VENDOR NO. 576000303		6. AWARD DATE 06/12/2020	7. ACTION Initial RB
2b. GRANTEE DUNS NO. 098400906		8 SUPPLEMENT NUMBER 00	
3 PROJECT TITLE COVID-19 Response Measures		9 PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 196,224	
		11 TOTAL AWARD \$ 196,224	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13 STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div B; 28 U.S.C. 530C			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.034 - Coronavirus Emergency Supplemental Funding Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Rusty Burns County Administrator	
17. SIGNATURE OF APPROVING OFFICIAL 		19 SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A DATE 6/15/20
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD ACT OFC. DIV REG. SUB. POMS AMOUNT X B VD 80 00 00 196224		21. VVDUGT1861	

OJP FORM 4000/2 (REV 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV 4-88)

Purpose Area #4

D. Equipment						
Item	Computation					
<i>List and describe each item of equipment that will be purchased</i>	<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>					
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request	
Dell Latitude 5501 laptops with dock, or equivalent, plus accessories	33	\$1,500.00	\$49,500	\$243	\$49,257	
Cradlepoint Netcloud Essentials, or equivalent	8	\$454.75	\$3,638		\$3,638	
Panasonic Toughbook 55, or equivalent	13	\$2,383.50	\$30,986		\$30,986	
Port replicators/power adaptors	5	\$432.48	\$2,163		\$2,163	
HP 14" Chromebook AMD A4 Series, or equivalent	3	\$293.17	\$880		\$880	
Microsoft Surface Pro 7 tablets, or equivalent	17	\$1,600.00	\$27,200		\$27,200	
FCS V5 latent fingerprint analysis software, or equivalent	3	\$700.00	\$2,100		\$2,100	
			Total(s)	\$116,467	\$243	\$116,224
Narrative						

Purpose Area #4

Funding approval is requested for technology purchases that will allow the county's mission critical operations to be done by employees working remotely. Laptop computers, toughbooks, chromebooks, tablets, and associated hardware will allow employees to perform critical functions remotely from non-traditional work environments. The systems will also provide the means for employees to have direct contact via video conferencing with their supervisors and other entities as needed (for example- court-related testimony, interoffice coordination and project collaboration, training, etc.). Cradlepoint systems will enable mission-critical functions to be performed by personnel lacking access to WIFI or internet access from a remote work area or in the field. Fingerprint analysis software will make possible examination, analysis, and transmittal of latent print images for comparison among examiners, thus allowing for remote verifications by examiners who are not in the same physical proximity. The software also for court-ready presentations of latent prints to be shared with investigators, prosecutors, and court personnel should remote testimony be required. All of these efforts serve to promote social distancing and will facilitate tasks that must be done during periods of recommended or mandated shelter-in-place/quarantine directives.

Purpose Area #4

I. Other Costs							
Description <i>List and describe items that will be paid with grants funds (e.g. rent reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>	Computation <i>Show the basis for computation</i>						
	<i>Quantity</i>	<i>Basis</i>	<i>Cost</i>	<i>Length of Time</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
Building upfit projects	1	ea.	\$80,000.00	1	\$80,000		\$80,000
				<i>Total(s)</i>	\$80,000	\$0	\$80,000
Narrative	<p>This project element calls for the retrofit of public areas in mission-critical county buildings. The retrofits/renovations will consist of installing screens, alteration/construction of non-load bearing walls, installation of air purifiers, and similar activities. Retrofit and renovation measures are targeted for those county offices which experience a high degree of public interaction and are intended to provide recommended levels of safety for the public and employees alike. The cost presented above is based on estimates received to-date. Buildings and areas scheduled for retrofit and renovation include, but are not limited to: 1) Anderson County Courthouse (Clerk of Court, Circuit Court, Probate Court, Solicitor's Office, etc.); 2) Ronald P. Townsend Building (Magistrate's Court, County Veterans Affairs Office, Legislative Delegation); 3) Voter Registration and Elections Office; 4) Anderson County Annex Building (Register of Deeds, Treasurer's Office, County Assessor, County Auditor, Building and Land Use Permitting); 5) Anderson county Historic Courthouse (County Council, County Administration, County Parks Recreation and Tourism)</p>						

Budget Summary

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

Budget Category	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		Totals
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$116,224	\$243	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$116,467
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000
Total Direct Costs	\$196,224	\$243	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$196,467
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$196,224	\$243	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$196,467
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N											No

Grant Summary

Grant Name & Number:	2020 Coronavirus Emergency Supplemental Funding Program 1CF20027
Awarding Agency:	SC Department of Public Safety - Office of Highway Safety & Justice Programs
Grant Period:	January 20, 2020 - December 31, 2020
Grant Award:	\$97,750
Grant Match:	No Match requirement
Project Manager:	Rosemary Littleton

Grant Purpose:	The CESF Program will provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus.
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Budget Summary

Category	Description	Federal Amount
Solicitor's Office	50 Laptops with docking stations	\$97,750
Total		\$97,750

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS
POST OFFICE BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

GRANT AWARD

Subgrantee: Tenth Judicial Circuit Solicitor's Office
Grant Title: Tenth Circuit Solicitor's Remote Worker Resource Application
Grant Period: 01/20/2020 - 12/31/2020 **Date of Award:** August 26, 2020
Amount of Award: \$97,750 **Grant No.:** 1CF20027

In accordance with the provisions of the Coronavirus Emergency Supplemental Funding Program (CESF), CFDA No. 16.034 (Federal Grant #2020-VD-BX-0099), and on the basis of the application submitted, the South Carolina Department of Public Safety hereby awards to the foregoing subgrantee a grant in the federal amount shown above, for the project specified in the application and within the purposes and categories authorized.

This grant is subject to the terms and conditions set forth in the application and to the special conditions attached to the grant award.

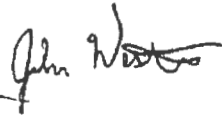
Payment of Funds: Grant funds will be disbursed to subgrantees (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended (e.g., invoices, contracts, itemized expenses, etc.). A copy of the grant application, which includes the approved budget is available on www.southcarolinadep.org for the subgrantee's use in completing the request for payment forms.

The grant shall become effective, as of the date of the award, upon the return of this form to the Office of Highway Safety and Justice Programs signed by the Official Authorized to Sign in the space provided below. This award must be accepted within thirty (30) days from the date of the award, and such quarterly and other reports required by the South Carolina Department of Public Safety must be submitted in accordance with regulations.

ACCEPTANCE FOR THE SUBGRANTEE

ACCEPTANCE FOR THE SFA

Signature of Official Authorized to Sign



John Westerhoff, OHSJP Director
Office of Highway Safety and Justice Programs

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO THE GRANT TERMS AND CONDITIONS AND ATTACHED SPECIAL CONDITIONS.

Grant Summary

Grant Name & Number:	2020 Coronavirus Emergency Supplemental Funding Program 1CF20007
Awarding Agency:	SC Department of Public Safety - Office of Highway Safety & Justice Programs
Grant Period:	January 20, 2020 - December 31, 2020
Grant Award:	\$185,000
Grant Match:	No Match requirement
Project Manager:	Michael Miller

Grant Purpose:	The CESF Program will provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus.
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Budget Summary

Category	Description	Federal Amount
Forensics Lab	1 Digital Forensic Evidence Data Extraction Tower	\$49,300
Forensics Lab	1 Digital Forensic Evidence Extraction Software & Tool Kit	\$10,700
Forensics Lab	1 Gas Chromatograph - Mass Spectrometer Bundle	\$125,000
Total		\$185,000

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS
POST OFFICE BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

GRANT AWARD

Subgrantee: Anderson/Oconee Regional Forensics Laboratory
Grant Title: Forensic Laboratory Response Capabilities to Coronavirus Pandemic
Grant Period: 01/20/2020 – 12/31/2020 **Date of Award:** August 26, 2020
Amount of Award: \$185,000 **Grant No.:** ICF20007

In accordance with the provisions of the Coronavirus Emergency Supplemental Funding Program (CESF), CFDA No. 16.034 (Federal Grant #2020-VD-BX-0099), and on the basis of the application submitted, the South Carolina Department of Public Safety hereby awards to the foregoing subgrantee a grant in the federal amount shown above, for the project specified in the application and within the purposes and categories authorized.

This grant is subject to the terms and conditions set forth in the application and to the special conditions attached to the grant award.

Payment of Funds: Grant funds will be disbursed to subgrantees (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended (e.g., invoices, contracts, itemized expenses, etc.). A copy of the grant application, which includes the approved budget is available on www.scdpsgrants.com for the subgrantee's use in completing the request for payment forms.

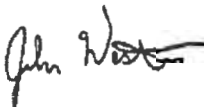
The grant shall become effective, as of the date of the award, upon the return of this form to the Office of Highway Safety and Justice Programs signed by the Official Authorized to Sign in the space provided below. This award must be accepted within thirty (30) days from the date of the award, and such quarterly and other reports required by the South Carolina Department of Public Safety must be submitted in accordance with regulations.

ACCEPTANCE FOR THE SUBGRANTEE

ACCEPTANCE FOR THE SFA



Signature of Official Authorized to Sign



John Westerhold, OHSJP Director
Office of Highway Safety and Justice Programs

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO THE GRANT TERMS AND CONDITIONS AND ATTACHED SPECIAL CONDITIONS.

Grant Summary

Grant Name & Number:	Local Emergency Management Performance Grant - Supplemental 20EMPG01-S01
Awarding Agency:	SC Emergency Management Division
Grant Period:	July 1, 2020 - June 30, 2021
Grant Award:	\$22,863
Grant Match:	\$22,863 (50% match) - met through in-kind Emergency Mgmt salary
Project Manager:	David Baker

Grant Purpose:	To assist local governments with their public health and emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency. Through this funding opportunity, SCEMD will award funding to support planning and operational readiness for COVID-19 preparedness and response, development of tools and strategies for prevention, preparedness, and response, and ongoing communication and coordination among federal, State, local, and tribal partners throughout the response.
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Budget Summary

Category	Description	Grant Amount	Match Amount
Personnel	Inclusive of partial salary and fringes		\$22,863
Equipment	EOC workstations, infrastructure, monitor displays, information boards, & IT infrastructure to aid in moving from a 1,025 sq ft space to a more than 8,000 sq ft area allowing critical staff and EOC personnel to properly position themselves in accordance with CDC regulations	\$22,863	
Total		\$22,863	\$22,863

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

GRANT AWARD

SUBRECIPIENT: Anderson County Emergency Services Division

DATE: June 23, 2020

GRANT PERIOD: 07/01/2020 – 06/30/2021

PROGRAM NAME: LEMPG-Supplemental

CFDA No.: 97.042

GRANT NO: 20EMPG-S01

TOTAL AWARD: \$22,863

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. 20EMPG-S01, 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 2020 Local Emergency Management Performance Supplemental Grant* application. 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: 7-7-20

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

Grant #: 20EMPG01
Project Period Begins: July 1, 2020

Project Title: 97.042 Emergency Management Performance Grant
Ends: June 30, 2021

County Name: Anderson
County Number: 7

U.S. Congressional District: 3

Name and Address of Implementing Agency:
Anderson County Emergency Services Division
200 Bleckley Street
Anderson, SC 29625

(Area) Phone #: 864-332-5732
(Area) Fax #:

Type of Application
 Initial Revision
Revision Date:

Organization Type
 State County
 City Private

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION – SEE INSTRUCTIONS

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

a. Budget Categories	FEDERAL	AGENCY MATCH	TOTAL
Personnel	\$0	\$22,863	\$22,863
Contractual Services	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Equipment	\$22,863	\$0	\$22,863
Supplies	\$0	\$0	\$0
Other	\$0	\$0	\$0
TOTAL	\$22,863	\$22,863	\$45,726
CERT	\$0	\$0	\$0
GRAND TOTAL	\$22,863	\$22,863	\$45,726
 PERCENTAGE:	 50%	 50%	 100%

APPROPRIATION OF NON-GRANTOR MATCHING FUNDS State County City

 Other (Explain): Matching funds from Non-Federal Origin

ELIGIBLE COSTS (see Page 4)

CATEGORIES

I. PERSONNEL

A. Salaries

		MATCHING FUNDS			
Name	Title	FEDERAL	CASH	IN-KIND	TOTAL
David Baker	Emergency Preparedness Director	\$0	\$16,633	\$0	\$16,633
Total Salaries:		\$0	\$16,633	\$0	\$16,633
EMPLOYER CONTRIBUTIONS (Fringe Benefits)		\$0	\$6,230	\$0	\$6,230
Total Fringe Benefits:		\$0	\$6,230	\$0	\$6,230
TOTAL PERSONNEL:		\$0	\$22,863	\$0	\$22,863
II. CONTRACTUAL SERVICES (Itemized)					
TOTAL CONTRACTUAL SERVICES:		\$0	\$0	\$0	\$0
III. TRAVEL (Itemized)					
TOTAL TRAVEL:		\$0	\$0	\$0	\$0

CATEGORIES						
V. EQUIPMENT (\$1,000 or more per Unit)						
<ul style="list-style-type: none"> • Itemize – DO NOT USE BRAND NAME. • DO NOT include leased or rented items. 			MATCHING FUNDS			
ITEM	FEMA AEL #	QTY	FEDERAL	CASH	IN-KIND	TOTAL
EOC workstations, infrastructure, monitor displays, information boards, & IT infrastructure	21GN-00-OCEQ		\$22,863	\$0	\$0	\$22,863
TOTAL EQUIPMENT:			\$22,863	\$0	\$0	\$22,863
VI. SUPPLIES (Describe)						
TOTAL SUPPLIES:			\$0	\$0	\$0	\$0
VII. OTHER: (Itemize)						
TOTAL OTHER:			\$0	\$0	\$0	\$0
VIII. CERT: (Itemize)						
TOTAL CERT:			\$0	\$0	\$0	\$0

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:

Emergency Preparedness Director: Performs complex supervisory, administrative, technical and professional work in planning, organizing, directing, and supervising the Emergency Management Division. Plans and directs all aspects of the Emergency Management Division for Anderson County as directed on a day to day basis by the Sheriff.

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

Workstations at the new EOC to include desks, chairs, infrastructure, and/or IT infrastructure which will allow moving from a 1,025 sq ft space to more than 8,000 sq ft area allowing critical staff and EOC personnel to properly position themselves in accordance with CDC regulations. This also includes monitors for displaying conference calls, pertinent data such as weather, news updates, etc that would be beneficial during an incident for all EOC personnel.

SUPPLIES:**OTHER:****CERT:**

Grant Summary

Grant Name & Number:	20SHSP03 - FY 20 Homeland Security Grant Program
Awarding Agency:	SC Law Enforcement Division (SLED)
Grant Period:	September 1, 2020 - August 31, 2020
Grant Award:	\$63,000
Grant Match:	No Match Requirement
Project Manager:	Ross Brown

Grant Purpose:	Upstate Regional WMD Bomb Squad, Anderson County SO
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Budget Summary

AEL	Description	Grant Amount
(02.EX.01.XRAP) X-Ray Equipment, Portable or Transportable	Upgrade Golden Engineering XR200 X-Ray generators (Qty 2)	\$3,200
(06.CC.04.SADS) Services, Satellite Data	Sat Radio Service Renewal (qty 1)	\$900
(03SR-02-TPEL) Tools, Power, Electric	Power Hawk Upgrade system (qty 1)	\$45,000
(120.TP.01.TRPL) Travel/per diem related to training activities	Advanced Ordnance Recognition for Law Enforcement Course (Qty 2 Technicians)	\$8,500
(110.SU.01.SUPP) Supplies related to exercise activities	Supplies for annual training exercise	\$5,400
Total		\$63,000

SOUTH CAROLINA LAW ENFORCEMENT DIVISION
OFFICE OF HOMELAND SECURITY
POST OFFICE BOX 21398
COLUMBIA, SOUTH CAROLINA 29221-1398

FY 2020 HSGP (SHSP) SUBAWARD

Federal Awarding Agency: FEMA (DHS)

Federal Award Date: 08/20/2020

Project Title (FFATA): Upstate Regional WMD Bomb Squad, Anderson County SO

Subrecipient Agency: Anderson County Sheriff's Office

Subrecipient DUNS: 098400906

Grant Period: 09/01/2020 - 08/31/2021

Date of Award: 09/16/2020

Total Amount of Award: \$63,000.00

Grant Number: 20SHSP03

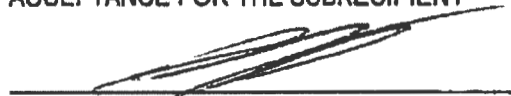
In accordance with the provisions of Federal Fiscal Year 2020 Homeland Security Grant Program, the South Carolina Law Enforcement Division (SLED), the State Administrative Agency, hereby awards to the previously referenced subrecipient a subaward in the award amount shown above. The CFDA number is 97.067 and the federal grant agreement number is EMW-2020-SS-00021-S01.

Payment of Funds: The original signed copy of this subaward must be signed by the Official Authorized to Sign in the space below and returned to SLED no later than 15 October 2020. The subaward shall be effective upon return of this award document and certification pages. The DHS/FEMA approved Investment Justification (i.e. project plan and budget) is provided via the State Preparedness and Reporting System (SPARS) at the web site <https://www.southcarolinadhs.com>. Subaward funds will be disbursed to the subrecipient upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e. invoices, contracts, itemized expenses, etc.) according to the subrecipients approved project plan and budget.


Conditions: I certify that I understand and agree that funds will only be expended for the project as outlined in the funding amount listed above. I also certify that I understand and agree to comply with the federal award Agreement Articles (included), the general and fiscal terms and conditions, as well as the special conditions of the subaward; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the subrecipient agency to these requirements; that costs incurred outside of the grant period will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that these federal funds are limited to an initial specified performance period (nominally twelve months).

Supplantation: The Act requires that agencies provide assurance that these pass through funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through SLED shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBRECIPIENT



Signature of Official Authorized to Sign



Signature of SLED Chief

Grant Summary

Grant Name & Number:	20SHSP10 - FY 20 Homeland Security Grant Program
Awarding Agency:	SC Law Enforcement Division (SLED)
Grant Period:	September 1, 2020 - August 31, 2021
Grant Award:	\$60,000
Grant Match:	No Match Requirement
Project Manager:	Ross Brown

Grant Purpose:	Upstate Regional WMD SWAT Team, Anderson County SO
-----------------------	--

Budget Summary

AEL	Description	Grant Amount
(130.VM.01.VEEM) Vehicle/Equipment Maintenance	Ballistic Glass replacement for Bearcat	\$20,000
(04.HW.01.INHW) Hardware, Computer, Integrated	Laptop and Printer	\$4,300
(03.OE.02.TILA) Optics, Thermal Imaging and/or Light Amplification	NV Binoculars/Monoculars	\$25,200
(06.CC.04.SADS) Services, Satellite Data	Sat Radio Service	\$800
(120.SU.01.SUPP) Supplies related to training activities	Reusable training doors	\$5,500
(110.SU.01.SUPP) Supplies related to exercise activities	Supplies for annual training exercise	\$2,100
(110.TP.01.TRPL) Travel/per diem related to exercise activities	Travel for Exercise Activity & Evaluation	\$2,100
Total		\$60,000

SOUTH CAROLINA LAW ENFORCEMENT DIVISION
OFFICE OF HOMELAND SECURITY
POST OFFICE BOX 21398
COLUMBIA, SOUTH CAROLINA 29221-1398

FY 2020 HSGP (SHSP) SUBAWARD

Federal Awarding Agency: FEMA (DHS)

Federal Award Date: 08/20/2020

Project Title (FFATA): Upstate Regional WMD SWAT Team, Anderson County SO

Subrecipient Agency: Anderson County Sheriff's Office

Subrecipient DUNS: 098400906

Grant Period: 09/01/2020 - 08/31/2021

Date of Award: 09/16/2020

Total Amount of Award: \$60,000.00

Grant Number: 20SHSP10

In accordance with the provisions of Federal Fiscal Year 2020 Homeland Security Grant Program, the South Carolina Law Enforcement Division (SLED), the State Administrative Agency, hereby awards to the previously referenced subrecipient a subaward in the award amount shown above. The CFDA number is 97.067 and the federal grant agreement number is EMW-2020-SS-00021-S01.

Payment of Funds: The original signed copy of this subaward must be signed by the Official Authorized to Sign in the space below and returned to SLED no later than 15 October 2020. The subaward shall be effective upon return of this award document and certification pages. The DHS/FEMA approved Investment Justification (i.e. project plan and budget) is provided via the State Preparedness and Reporting System (SPARS) at the web site <https://www.southcarolinadhs.com>. Subaward funds will be disbursed to the subrecipient upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e. invoices, contracts, itemized expenses, etc.) according to the subrecipients approved project plan and budget.

Conditions: I certify that I understand and agree that funds will only be expended for the project as outlined in the funding amount listed above. I also certify that I understand and agree to comply with the federal award Agreement Articles (included), the general and fiscal terms and conditions, as well as the special conditions of the subaward; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the subrecipient agency to these requirements; that costs incurred outside of the grant period will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that these federal funds are limited to an initial specified performance period (nominally twelve months).

Supplantation: The Act requires that agencies provide assurance that these pass through funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through SLED shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBRECIPIENT



Signature of Official Authorized to Sign



Signature of SLED Chief

Grant Summary

Grant Name & Number:	20SHSP19 – FY 20 Homeland Security Grant Program
Awarding Agency:	SC Law Enforcement Division (SLED)
Grant Period:	September 1, 2020 – August 31, 2021
Grant Award:	\$65,000
Grant Match:	No Match Requirement
Project Manager:	Terry King

Grant Purpose:	Upstate Regional WMD HazMat Team, Anderson County
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Budget Summary

AEL	Description	Grant Amount
(06.CP.03.PRAC) Accessories, Portable Radio	Voice Amplifiers (qty 4)	\$5,000
(07.CD.04.DCSO) Detector, Stand-Off, Chemical	AreaRae Monitors (qty 2)	\$32,000
(01.VT.01.ENSM) Ensemble, Vapor-Protective, NFPA 1991	Level "A" chemical protective clothing (qty 4)	\$8,000
(01.AR.01.SCBA) SCBA, CBRN	Self-contained breathing apparatus (SCBA) (qty 2)	\$15,000
(110.EX.01.COEX) Design, Develop, Conduct and Evaluate an Exercise	Supplies for annual training exercise	\$5,000
Total		\$65,000

SOUTH CAROLINA LAW ENFORCEMENT DIVISION
OFFICE OF HOMELAND SECURITY
POST OFFICE BOX 21398
COLUMBIA, SOUTH CAROLINA 29221-1398

FY 2020 HSGP (SHSP) SUBAWARD

Federal Awarding Agency: FEMA (DHS)

Federal Award Date: 08/20/2020

Project Title (FFATA): Upstate Regional WMD Hazmat Team, Anderson County Fire

Subrecipient Agency: Anderson County Sheriff's Office

Subrecipient DUNS: 098400906

Grant Period: 09/01/2020 - 08/31/2021

Date of Award: 09/16/2020

Total Amount of Award: \$65,000.00

Grant Number: 20SHSP19

In accordance with the provisions of Federal Fiscal Year 2020 Homeland Security Grant Program, the South Carolina Law Enforcement Division (SLED), the State Administrative Agency, hereby awards to the previously referenced subrecipient a subaward in the award amount shown above. The CFDA number is 97.067 and the federal grant agreement number is EMW-2020-SS-00021-S01.

Payment of Funds: The original signed copy of this subaward must be signed by the Official Authorized to Sign in the space below and returned to SLED no later than 15 October 2020. The subaward shall be effective upon return of this award document and certification pages. The DHS/FEMA approved Investment Justification (i.e. project plan and budget) is provided via the State Preparedness and Reporting System (SPARS) at the web site <https://www.southcarolinadhs.com>. Subaward funds will be disbursed to the subrecipient upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e. invoices, contracts, itemized expenses, etc.) according to the subrecipients approved project plan and budget.

Conditions: I certify that I understand and agree that funds will only be expended for the project as outlined in the funding amount listed above. I also certify that I understand and agree to comply with the federal award Agreement Articles (included), the general and fiscal terms and conditions, as well as the special conditions of the subaward; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the subrecipient agency to these requirements; that costs incurred outside of the grant period will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that these federal funds are limited to an initial specified performance period (nominally twelve months).

Supplantation: The Act requires that agencies provide assurance that these pass through funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through SLED shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBRECIPIENT



Signature of Official Authorized to Sign



Signature of SLED Chief

Grant Summary

Grant Name & Number:	2020 Victims of Crime Act (VOCA) - 1V20033
Awarding Agency:	SC Office of the Attorney General - Crime Victim Services Division
Grant Period:	October 1, 2020 - September 30, 2021
Grant Award:	\$160,442
Grant Match:	\$39,690 (20% match) - met through salaries and volunteer hours
Project Manager:	Demika Schlabach & Captain Andrew Tribble

Grant Purpose:	To is a continuation grant request to continue to provide personnel, supplies, mileage, and training for another year to enhance direct services available to victims/witnesses of crime and their families within the jurisdiction of Anderson County and the municipalities of Belton, Honea Path, Iva, Pendleton, Pelzer, and Williamston. The project will support efforts to ensure those victimized by crime are prepared to successfully cope with the traumatic effects of being involved in the criminal justice system.
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Budget Summary

Category	Description	Federal Amount	Match Amount
Personnel	Law Enforcement Victim Advocate	\$30,800	\$10,000
Personnel	Law Enforcement Victim Advocate		\$11,500
Personnel	Law Enforcement Victim Advocate (bilingual)	\$32,840	\$10,000
Personnel	Law Enforcement Victim Services Specialist	\$27,450	\$5,190
Personnel	Volunteer Hours (120 hours)		\$3,000
Personnel	Employer Contributions	\$52,792	
Travel	Lodging, Mileage, & Per Diem for VS providers to attend training in order to obtain and/or maintain certifications	\$9,100	
Supplies - Cell Phone Service	For advocates funded by the grant	\$1,600	
Supplies - Office	For performance of daily duties	\$1,450	
Registration	For training to obtain/maintain provider certifications	\$2,000	
Supplies - VA Case Management Software	VS tracking software to document victims served and types of services provided	\$2,410	
Total		\$160,442	\$39,690



SOUTH CAROLINA OFFICE OF THE ATTORNEY GENERAL
 CRIME VICTIM SERVICES DIVISION
 1205 PENDLETON STREET
 COLUMBIA, SOUTH CAROLINA 29201
 GRANT AWARD

Subrecipient: Anderson County Sherriff's Office
Grant Title: Victim Services for Anderson County
Grant Period: 10/1/2020 - 9/30/2021 Date of Award: October 1, 2020
Amount of Award: \$160 442 Grant No.: 1V20033

In accordance with the provisions of the Victims of Crime Act of 1984 42 U.S.C. 10601, et seq., CFDA No. 16 575, and on the basis of the application submitted, the South Carolina Department of Crime Victim Assistance Grants hereby awards to the foregoing subrecipient a grant in the federal amount shown above, for the projects specified in the application and within the purposes and categories authorized for Victims of Crime Act grants

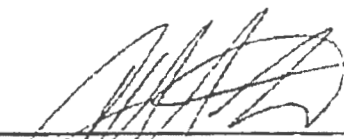
This grant is subject to the terms and conditions set forth in the application and to the special conditions attached to the grant award. By accepting this grant award the subrecipient certifies that the federal and state conditions are fully understood and will be complied with, including the applicable provisions of VOCA Program Guidelines, and the requirements of the OJP Financial Guide, effective edition. The VOCA Program Guidelines may be downloaded at www.ojp.usdoj.gov/ovc/scad/guides/vaguide.htm Financial Guidance may be accessed at: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

Payment of Funds: Grant funds will be disbursed to subrecipients (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended; i.e., invoices, contracts, itemized expenses, etc.

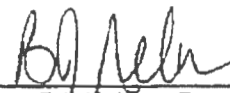
The award shall become effective, as of the date of award, upon return to the Department of Crime Victim Assistance Grants of an original signed copy of this form signed by the Official Authorized to Sign in the space provided below. This award must be accepted within thirty days from the date above, and such reports required by the South Carolina Office of the Attorney General must be submitted to Department of Crime Victim Assistance Grants in accordance with regulations and guidelines.

ACCEPTANCE FOR THE SUBRECIPIENT


ACCEPTANCE FOR THE SFA



 Signature of Official Authorized to Sign
 Sheriff C. Chad McBride



 Barbara Jean (B.J.) Nelson, Deputy Director
 Department of Crime Victim Assistance Grants



 Burke O. Fitzpatrick, Director
 Crime Victim Assistance Division

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO SPECIAL CONDITIONS ATTACHED AND THE TERMS AND CONDITIONS CONTAINED IN THE APPLICATION PAGES

Grant Summary

Grant Name & Number:	Local Emergency Management Performance Grant - 20EMPG01
Awarding Agency:	SC Emergency Management Division
Grant Period:	July 1, 2020 - June 30, 2021
Grant Award:	\$70,484
Grant Match:	\$70,484 (50% match) - met through in-kind Emergency Mgmt salary
Project Manager:	David Baker

Grant Purpose:	To make grants to states to assist state, local, tribal and territorial governments in preparing for all hazards to provide a system of emergency preparedness for the protection of life and property in the United States from hazards. The federal government, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, so that a comprehensive emergency preparedness system exists for all hazards.
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Budget Summary

Category	Description	Grant Amount	Match Amount
Personnel	Inclusive of partial salary and fringes	\$51,934	\$70,484
Travel	Lodging, Mileage, & Per Diem for staff to attend training and acquire certifications	\$2,550	
Registration	For training	\$1,000	
Supplies	Office supplies, meals, and training materials for exercises & training hosted and/or conducted by Emergency Management for citizen outreach and awareness or staff training and development	\$10,000	
Supplies	CERT (Community Emergency Response Team)	\$5,000	
Total		\$70,484	\$70,484

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

GRANT AWARD

SUBRECIPIENT: Anderson County Emergency Services Division

DATE: June 23, 2020

GRANT PERIOD: 07/01/2020 - 06.30.2021

PROGRAM NAME: LEMPG

CFDA No.: 97.042

GRANT NO: 20EMPG01

TOTAL AWARD: \$70,484

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. 20EMPG01, 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-2020 Local Emergency Management Performance Grant* application. 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: 7-7-20

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

Grant #: 20EMPG01
Project Period Begins: July 1, 2020

Project Title: 97.042 Emergency Management Performance Grant
Ends: June 30, 2021

County Name: Anderson
County Number: 7

U.S. Congressional District: 3

Name and Address of Implementing Agency:

Anderson County Emergency Services Division
200 Bleckley Street
Anderson, SC 29624

(Area) Phone #: 864-332-5732

(Area) Fax #:

Type of Application

Initial Revision

Revision Date:

Organization Type

State County

City Private

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION – SEE INSTRUCTIONS

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

a. <u>Budget Categories</u>	<u>FEDERAL</u>	<u>AGENCY MATCH</u>	<u>TOTAL</u>
Personnel	\$51,934	\$70,484	\$122,418
Contractual Services	\$0	\$0	\$0
Travel	\$3,550	\$0	\$3,550
Equipment	\$0	\$0	\$0
Supplies	\$10,000	\$0	\$10,000
Other	\$0	\$0	\$0
TOTAL	\$65,484	\$70,484	\$135,968
CERT	\$5,000	\$0	\$5,000
GRAND TOTAL	\$70,484	\$70,484	\$140,968
PERCENTAGE:	50%	50%	100%

APPROPRIATION OF NON-GRANTOR MATCHING FUNDS State County City

Other (Explain): **Matching funds from Non-Federal Origin**

ELIGIBLE COSTS (see Page 4)					
CATEGORIES					
I. PERSONNEL					
A. Salaries		MATCHING FUNDS			
Name	Title	FEDERAL	CASH	IN-KIND	TOTAL
Anita Donley	Admin Assistant	\$38,760	\$0	\$0	\$38,760
David Baker	Emergency Preparedness Director	\$0	\$54,774	\$0	\$54,774
Total Salaries:		\$38,760	\$54,774	\$0	\$93,534
EMPLOYER CONTRIBUTIONS (Fringe Benefits)		\$13,174	\$15,710	\$0	\$28,884
Total Fringe Benefits:		\$13,174	\$15,710	\$0	\$28,884
TOTAL PERSONNEL:		\$51,934	\$70,484	\$0	\$122,418
II. CONTRACTUAL SERVICES (Itemized)					
TOTAL CONTRACTUAL SERVICES:		\$0	\$0	\$0	\$0
III. TRAVEL (Itemized)					
Registration		\$1,000	\$0	\$0	\$1,000
Travel(Mileage,Flight,Fuel)		\$250	\$0	\$0	\$250
Meals		\$500	\$0	\$0	\$500
Lodging		\$1,800	\$0	\$0	\$1,800
TOTAL TRAVEL:		\$3,550	\$0	\$0	\$3,550

CATEGORIES						
V. EQUIPMENT (\$1,000 or more per Unit)						
<ul style="list-style-type: none"> • Itemize – DO NOT USE BRAND NAME. • DO NOT include leased or rented items. 						
			MATCHING FUNDS			
ITEM	FEMA AEL #	QTY	FEDERAL	CASH	IN-KIND	TOTAL
TOTAL EQUIPMENT:			\$0	\$0	\$0	\$0
VI. SUPPLIES (Describe)						
Supplies			\$10,000	\$0	\$0	\$10,000
TOTAL SUPPLIES:			\$10,000	\$0	\$0	\$10,000
VII. OTHER: (Itemize)						
TOTAL OTHER:			\$0	\$0	\$0	\$0
VIII. CERT: (Itemize)						
CERT Supplies			\$5,000	\$0	\$0	\$5,000
TOTAL CERT:			\$5,000	\$0	\$0	\$5,000

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:

Emergency Preparedness Director: Performs complex supervisory, administrative, technical and professional work in planning, organizing, directing, and supervising the Emergency Management Division. Plans and directs all aspects of the Emergency Management Division for Anderson County as directed on a day to day basis by the Sheriff. Emergency Management Administrative Assistant: Performs a variety of clerical, secretarial, and administrative work in keeping official records, providing administrative support to staff, performing a variety of clerical duties, and assisting in the administration of standard operating policies and procedures of the department.

CONTRACTUAL SERVICES:**TRAVEL:**

Funds to be utilized to attend the SCEMA Conference and other Emergency Management related training, certification classes, workshops, and conferences. Estimates are for registrations, hotels, meals, & other travel costs for employees to attend.

EQUIPMENT:**SUPPLIES:**

Office supplies, meals, and training materials for exercises & training hosted and/or conducted by Emergency Management for citizen outreach and awareness or staff training and development. These supplies may also be used in daily department operations to include, but not limited to, paper, notebooks, toner, file folders, printing, labeling supplies, sheet protectors, presentation folders, flashlights, preparedness kits, brochures, etc.

OTHER:**CERT:**

Funds to purchase CERT supplies including training/outreach material, CERT kits, preparedness supplies, etc as a continued effort to support, enhance, and expand the volunteer CERT team.

Grant Summary

Grant Name & Number:	2020 Justice Assistance Grant (JAG) Program - 2020-DJ-BX-0356
Awarding Agency:	Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA)
Grant Period:	October 1, 2019 - September 30, 2023
Grant Award:	\$55,680
Grant Match:	No Match requirement
Project Manager:	Ross Brown

Grant Purpose:	<p>This grant is allocated annually to local governments based on their proportion of the state's 3-year violent crime average and population.</p> <p>With funds from this year's allocation, we would like to fund a few projects for the Sheriff's Office. The ACSO plans to fund the purchase of armor plate carriers for the SWAT team; chain saw, workbench lights, heavy duty wagon, folding bench, pop-up canopy and generator for the Dive team; utility vehicle and infrared thermometer for the Bomb team; and 2nd year of our BWC contract with Axon.</p>
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Budget Summary

Category	Description	Federal Amount
SWAT Team	Armor Plate Carrier with Accessories (12 @ \$1,650)	\$19,800
Dive Team	40 volt Chainsaw (Qty 1)	\$200
Dive Team	18 volt workbench lights (2 @ \$55)	\$110
Dive Team	Heavy Duty Wagon (Qty 1)	\$150
Dive Team	Heavy Duty Folding Bench (2 @ \$45)	\$90
Dive Team	10x10 pop up canopy (2 @ \$65)	\$130
Dive Team	2200 watt inverter generator (Qty 1)	\$650
EOD/Bomb Team	Utility Vehicle (Qty 1)	\$13,000
EOD/Bomb Team	Infrared Thermometer (2 @ \$100)	\$200
Body-Worn Cameras	Year 2 of BWC Contract (partial) - \$138,041 total	\$21,350
Total		\$55,680

Purpose Area #4

D. Equipment					
Item	Computation				
<i>List and describe each Item of equipment that will be purchased</i>	<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Utility Vehicle for EOD applications	1	\$13,000.00	\$13,000		\$13,000
Total(s)			\$13,000	\$0	\$13,000
Narrative	<p>The acquisition of the Utility Vehicle would facilitate the replacement of an aged, mechanically inadequate vehicle currently used by EOD that is not designed for EOD use, but was modified to fill that role. This Utility Vehicle will allow for greater freedom of movement and quicker response capability for more personnel and equipment. The vehicle would be utilized on calls involving Improvised Explosive Devices (IEDs), as well as any other incident requiring EOD response in accordance with department and WMD protocol, such as HAZMAT, threatened infrastructure, civil unrest, etc.), where larger vehicle access may be limited or impractical, and where the movement of personnel and equipment closer to the hazard is needed. Anderson County Sheriff's Office EOD currently serves at several large-scale events annually where response or operation solely on foot or in conventional vehicles is impractical or not possible. Cost obtained from quotes provided to ACSO.</p>				

Purpose Area #4

E. Supplies					
Supply Items	Computation				
<i>Provide a list of the types of items to be purchased with grant funds.</i>	<i>Describe the item and compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>				
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Armor plate carrier with accessories for SWAT operations	12	\$1,650.00	\$19,800		\$19,800
40 volt chainsaw for marine team operations	1	\$200.00	\$200		\$200
18 volt workbench lights for marine team operations	2	\$55.00	\$110		\$110
Heavy-duty wagon for marine team operations	1	\$150.00	\$150		\$150
Heavy-duty folding bench for marine team operations	2	\$45.00	\$90		\$90
10 x 10 pop-up canopy for marine team operations	2	\$65.00	\$130		\$130
2200 watt inverter generator for marine team operations	1	\$650.00	\$650		\$650
Infrared thermometer for EOD applications	2	\$100.00	\$200		\$200
Total(s)			\$21,330	\$0	\$21,330
Narrative					
<ul style="list-style-type: none"> • Plate carriers will be used for ballistic protection of SWAT personnel in the performance of their duties as part of a WMD SWAT Team. Cost obtained from quotes provided to ACSO; • Marine team items will be used to supplement existing dive equipment in accordance with department protocol. Due to the nature of the waterways in which the ACSO Marine Unit is tasked with conducting operations, abnormal challenges often present themselves in the form of adverse terrain and conditions. Such conditions require personnel to alter means of ingress/egress and are often exacerbated by the need for evidence preservation and, on occasion, immediate threats to life and safety. The listed items are necessary to ensure safety for dive personnel engaged in rescue and recovery operations in Anderson County and through mutual aid agreements with other agencies. Cost obtained from quotes provided to ACSO; • The IR Thermometers will allow EOD to more safely respond to suspected Homemade Explosive (HME) labs and other HAZMAT incidents, both of which are threats that have trended upward in recent past. ACSO EOD currently does not possess any of these items. Cost obtained from quotes provided to ACSO. 					

Purpose Area #4

<i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>	<i>Describe the purpose of the contract</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>			
			Total Cost	Non-Federal Contribution	Federal Request
Renewal of annual ACSO licensing and data storage agreement for Body-Worn Cameras	Renewal of annual ACSO licensing and data storage agreement for Body-Worn Cameras	No	\$138,040	\$116,690	\$21,350
Total(s)			\$138,040	\$116,690	\$21,350

Consultant Travel (if necessary)

Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	Location <i>Indicate the travel destination.</i>	Type of Expense <i>Hotel, airfare, per diem</i>	Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total						\$0	\$0	\$0

Narrative

Annual contract covers 120 BWCs and camera storage

I. Other Costs

Description	Computation
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Budget Summary

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

Budget Category	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		Total(\$)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$13,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,000
E. Supplies	\$21,330	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,330
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$21,350	\$116,690	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$138,040
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$55,680	\$116,690	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$172,370
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$55,680	\$116,690	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$172,370
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N											No

Grant Summary

Grant Name & Number:	Body Worn Camera Fund
Awarding Agency:	SC Department of Public Safety Office of Highway Safety and Justice Programs
Grant Period:	August 18, 2020 - June 30, 2021
Grant Award:	\$60,189.64
Grant Match:	No Match Requirement
Project Manager:	Ross Brown

Grant Purpose:	The "Body-Worn Camera Fund" is established, within the Department of Public Safety and administered by the Public Safety Coordinating Council, to assist police with the costs of buying, operating and maintaining all necessary equipment. In South Carolina the law requires all departments in the state to implement a body-worn camera program, but not until they receive full state funding.
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Budget Summary

Category	Description	Grant Amount
Body-Worn Cameras	Year 2 of BWC Contract (partial) - \$138,041 total	\$60,189.64
Total		\$60,189.64

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS
P. O. BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

BODY-WORN CAMERAS FUND

CASH AWARD

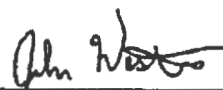
Award Recipient: Anderson County Sheriff's Office

Date of Award: August 18, 2020

Amount of Award: \$60,189.64

Pursuant to the SC Code of Laws, §23-1-240, the South Carolina Public Safety Coordinating Council (SCPSCC) has been given oversight of the funding and disbursement of the "Body-Worn Cameras (BWC) Fund." The legislation states that the SCPSCC "...shall oversee the fund...and disburse the funds in a fair and equitable manner, taking into consideration priorities in funding." In accordance with the above, your agency is being awarded funding to be used for the purchase of body-worn cameras, and/or associated storage/maintenance.

This agreement shall become effective as of the Date of Award, contingent upon the return of this form to the Office of Highway Safety and Justice Programs, signed by the Chief/Sheriff/Director (Official Authorized to Sign) in the space provided below. This award must be returned to the Office of Highway Safety and Justice Programs within 30 days of the Date of Award.



John Westerhold, Director
Office of Highway Safety and Justice Programs

ACCEPTANCE OF FUNDING



Signature of Official Authorized to Sign

This award is subject to the attached conditions.

Grant Summary

Grant Name & Number:	1G19038 - Justice Assistance Grant Program (JAG)
Awarding Agency:	SC Department of Public Safety Office of Highway Safety and Justice Programs
Grant Period:	October 1, 2020 - September 30, 2021
Grant Award:	\$71,625
Grant Match:	\$7,958 (10% match)
Project Manager:	Michael Miller

Grant Purpose:	Continuation Grant - Increase Forensic Drug Analysis Capabilities
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Budget Summary

Category	Description	Grant Amount	Match Amount
Personnel	Forensic Chemist - Salary and Fringe	\$68,959	\$7,662
Travel	Lodging, Per Diem, Mileage for training	\$1,766	\$196
Registration	Training	\$900	\$100
Total		\$71,625	\$7,958

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS
POST OFFICE BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

GRANT AWARD

Subgrantee: Anderson/Oconee Regional Forensics Laboratory

Grant Title: Increase Forensic Drug Analysis Capabilities

Grant Period: October 1, 2020-September 30, 2021

Date of Award: October 1, 2020

Amount of Award: \$71,625

Grant No.: 1G19038

In accordance with the provisions of the Justice Assistance Grant Program (JAG), CFDA No. 16.738 (Federal Grant # 2020-MU-BX-0008), and on the basis of the application submitted, the South Carolina Department of Public Safety hereby awards to the foregoing subgrantee a grant in the federal amount shown above, for the project specified in the application and within the purposes and categories authorized.

This grant is subject to the terms and conditions set forth in the application and to the special conditions attached to the grant award.

Payment of Funds: Grant funds will be disbursed to subgrantees (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended (e.g., invoices, contracts, itemized expenses, etc.). A copy of the grant application, which includes the approved budget is available on www.scdpsgrants.com for the subgrantee's use in completing the request for payment forms.

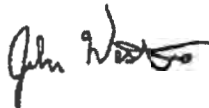
The grant shall become effective, as of the date of the award, upon the return of this form to the Office of Highway Safety and Justice Programs signed by the Official Authorized to Sign in the space provided below. This award must be accepted within thirty (30) days from the date of the award, and such quarterly and other reports required by the South Carolina Department of Public Safety must be submitted in accordance with regulations.

ACCEPTANCE FOR THE SUBGRANTEE

ACCEPTANCE FOR THE SEA



Signature of Official Authorized to Sign



John Westerhold, OHSJP Director
Office of Highway Safety and Justice Programs

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO THE GRANT TERMS AND CONDITIONS AND ATTACHED SPECIAL CONDITIONS.

DEPARTMENTAL TRANSFERS

For Budget Year 2019 - 2020

Mark APPROVED	DEPARTMENT NAME	FROM: ACCOUNT NAME ACCOUNT NUMBER	TO: ACCOUNT NAME ACCOUNT NUMBER	AMOUNT	REASON
	Finance Meeting of: 11/5/2020				
	Council Meeting: 11/12/2020				
_____ 1	COUNCIL	PROFESSIONAL SERVICES 001-5011-000-304	HEALTH INSURANCE 001-5011-000-160	9,750.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____ 2	DELEGATION	SUPPLIES - OFFICE 001-5012-000-269	HEALTH INSURANCE 001-5012-000-160	600.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____ 3	DELEGATION	POSTAGE 001-5012-000-243	HEALTH INSURANCE 001-5012-000-160	385.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____ 4	DELEGATION	PHOTOCOPY EQUIPMENT MAINTENANCE 001-5012-000-347	HEALTH INSURANCE 001-5012-000-160	335.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____ 5	DELEGATION	PRINTING 001-5012-000-245	HEALTH INSURANCE 001-5012-000-160	165.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____ 6	ADMINISTRATION	FOOD 001-5013-000-215	HEALTH INSURANCE 001-5013-000-160	1,575.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____ 7	ADMINISTRATION	ADVERTISING 001-5013-000-211	HEALTH INSURANCE 001-5013-000-160	1,245.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____ 8	ADMINISTRATION	TELEPHONE 001-5013-000-275	HEALTH INSURANCE 001-5013-000-160	1,160.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____ 9	ADMINISTRATION	PHOTOCOPY EQUIPMENT MAINTENANCE 001-5013-000-347	HEALTH INSURANCE 001-5013-000-160	5,465.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____ 10	PERSONNEL	TRAINING FOR EMPLOYEES 001-5014-000-277	HEALTH INSURANCE 001-5014-000-160	3,450.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____ 11	PERSONNEL	SUPPLIES - OFFICE 001-5014-000-269	HEALTH INSURANCE 001-5014-000-160	1,000.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____ 12	ATTORNEY	SUPPLIES - OFFICE 001-5015-000-269	HEALTH INSURANCE 001-5015-000-160	1,480.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____ 13	ATTORNEY	TRAVEL 001-5015-000-279	HEALTH INSURANCE 001-5015-000-160	1,480.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____ 14	MEDIA TEAM	SALARIES - 001-5017-000-101	HEALTH INSURANCE 001-5017-000-160	1,150.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____ 15	MEDIA TEAM	SUPPLIES - OFFICE 001-5017-000-269	SUPPLIES - PHOTO 001-5017-000-271	155.00	SCAN DISK MEMORY CARDS
_____ 16	FACILITIES	SALARY- 001-5021-000-101	HEALTH INSURANCE 001-5021-000-160	21,910.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____ 17	FACILITIES	SALARY- OVERTIME 001-5021-000-103	HEALTH INSURANCE 001-5021-000-160	10,610.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____ 18	BETWEEN DEPARTMENT EMPLOYEE BENEFITS TO FACILITIES	EMPLOYEE BENEFITS 001-5831-000-160	HEALTH INSURANCE 001-5021-000-160	15,345.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED

DEPARTMENTAL TRANSFERS

For Budget Year 2019 - 2020

Mark APPROVED	DEPARTMENT NAME	FROM: ACCOUNT NAME ACCOUNT NUMBER	TO: ACCOUNT NAME ACCOUNT NUMBER	AMOUNT	REASON
_____	71 MASTER IN EQUITY	TRAINING FOR EMPLOYEES 01-5054-000-277	HEALTH INSURANCE 001-5054-000-160	440.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____	72 MASTER IN EQUITY	PHOTOCOPY EQUIPMENT MAINT 01-5054-000-347	HEALTH INSURANCE 001-5054-000-160	750.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____	73 MAGISTRATES	MEALS 001-5057-000-236	HEALTH INSURANCE 001-5057-000-160	805.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____	74 REGISTER OF DEEDS	SALARIES 001-5059-000-101	HEALTH INSURANCE 001-5059-000-160	6,575.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____	75 MUSEUM	SUPPLIES - SPECIAL DEPARTMENT 001-5064-000-273	HEALTH INSURANCE 001-5064-000-160	1,810.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____	76 PARKS AND RECREATION	PROFESSIONAL SERVICES 001-5065-000-304	HEALTH INSURANCE 001-5065-000-160	5,100.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____	77 PARKS AND RECREATION	RENT - EQUIPMENT 001-5065-000-247	INSURANCE - VEHICLES 001-5065-000-228	1,785.00	TRUCK ADDED TO DEPARTMENT
_____	78 PARKS AND RECREATION	RENT - EQUIPMENT 001-5065-000-247	POSTAGE 001-5065-000-243	75.00	MAILING OF T-SHIRTS
_____	79 PARKS AND RECREATION	RENT - EQUIPMENT 001-5065-000-247	PARK MAINTENANCE 001-5065-000-253	1,930.00	TABLES AND ITEMS NEEDED FOR SOCIAL DISTANCING
_____	80 PARKS AND RECREATION	RENT - EQUIPMENT 001-5065-000-247	UNIFORMS AND CLOTHING 001-5065-000-280	130.00	FACE SHIELDS FOR COVID 19
_____	81 PARKS AND RECREATION	MEALS 001-5065-000-236	SAFETY 001-5065-000-284	2,420.00	MASKS & PPE DUE TO COVID
_____	82 DEVELOPMENT STANDARDS	ADVERTISING 001-5069-000-201	HEALTH INSURANCE 001-5069-000-160	1,085.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____	83 DEVELOPMENT STANDARDS	TRAVEL 001-5069-000-279	HEALTH INSURANCE 001-5069-000-160	1,325.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____	84 DEVELOPMENT STANDARDS	LODGING 001-5069-000-293	HEALTH INSURANCE 001-5069-000-160	2,965.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____	85 DEVELOPMENT STANDARDS	REGISTRATION FEES 001-5069-000-294	HEALTH INSURANCE 001-5069-000-160	1,655.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____	86 BETWEEN DEPARTMENT EMPLOYEE BENEFITS TO DEV STDS	EMPLOYEE BENEFITS 001-5831-000-160	HEALTH INSURANCE 001-5069-000-160	1,455.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____	87 REGISTRATION & ELECTIONS	COMPUTER EQUIP MAINTENANCE 001-5081-000-305	HEALTH INSURANCE 001-5081-000-160	10,375.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____	88 REGISTRATION & ELECTIONS	SUPPLIES - OFFICE 001-5081-000-269	POSTAGE 001-5081-000-243	2,600.00	ADDITIONAL POSTAGE NEEDED TO MAIL

DEPARTMENTAL TRANSFERS

For Budget Year 2019 - 2020

Mark APPROVED	DEPARTMENT NAME	FROM: ACCOUNT NAME ACCOUNT NUMBER	TO: ACCOUNT NAME ACCOUNT NUMBER	AMOUNT	REASON
		001-5141-000-318	001-5141-000-346	30,200.00	MEDIKO CONTRACT
_____ 107	DETENTION CENTER	REPAIRS TO EQUIPMENT 001-5141-000-251	MEDICAL 001-5141-000-346	23,300.00	MEDIKO CONTRACT
_____ 108	DETENTION CENTER	SUPPLIES - BOARDING 001-5141-000-263	MEDICAL 001-5141-000-346	12,535.00	MEDIKO CONTRACT
_____ 109	DETENTION CENTER	INSURANCE - BUILDING 001-5141-000-225	MEDICAL 001-5141-000-346	200.00	MEDIKO CONTRACT
_____ 110	DETENTION CENTER	HEALTH INSURANCE 001-5141-000-160	MEDICAL 001-5141-000-346	34,035.00	MEDIKO CONTRACT
_____ 111	FORENSICS LAB	COMPUTER SOFTWARE 001-5142-000-209	HEALTH INSURANCE 001-5142-000-160	3,000.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____ 112	FORENSICS LAB	TRAINING FOR EMPLOYEES 001-5142-000-277	HEALTH INSURANCE 001-5142-000-160	1,500.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____ 113	SHERIFF	SALARIES 001-5161-000-101	HEALTH INSURANCE 001-5161-000-160	125,000.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____ 114	SHERIFF	SALARIES - PART TIME 001-5161-000-102	HEALTH INSURANCE 001-5161-000-160	60,000.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____ 115	SHERIFF	SUPPLIES - BOARDING 001-5161-000-263	SUPPLIES - PHOTO 001-5161-000-271	1,885.00	PICTURES NEEDED FOR CASES
_____ 116	SHERIFF	SUPPLIES - BOARDING 001-5161-000-263	TRAINING FOR EMPLOYEES 001-5161-000-277	1,130.00	CONFERENCES AND CERTIFICATIONS
_____ 117	SHERIFF	INSURANCE - AVIATION 001-5161-000-232	PROFESSIONAL SERVICES 001-5161-000-304	3,985.00	BACK-GROUND CHECKS, POLYGRAPHS AND HEALTH OBSERVATIONS
_____ 118	SHERIFF	MEDICAL 001-5161-000-346	COMMUNICATION EQUIPMENT M 001-5161-000-306	8,485.00	VERIZON DATA LINES USED FOR LAPTOPS IN VEHICLES
_____ 119	SHERIFF	PHOTOCOPY EQUIPMENT MAINT 01-5161-000-347	COMMUNICATION EQUIPMENT M 001-5161-000-306	1,285.00	VERIZON DATA LINES USED FOR LAPTOPS IN VEHICLES
_____ 120	SHERIFF	INSURANCE - AVIATION 001-5161-000-232	COMMUNICATION EQUIPMENT M 001-5161-000-306	3,895.00	VERIZON DATA LINES USED FOR LAPTOPS IN VEHICLES
_____ 121	SHERIFF	PHOTOCOPY EQUIPMENT MAINT 01-5161-000-347	VETERINARY SERVICES 001-5161-000-345	775.00	CARE FOR K-9S
_____ 122	SHERIFF	PHOTOCOPY EQUIPMENT MAINT 01-5161-000-347	SERVICE CONTRACTS 001-5161-000-375	220.00	USED FOR FIRE ALARMS AND SHREDDING
_____ 123	SCHOOL RESOURCE OFFICERS	SALARIES - FULL TIME 001-5162-000-101	SALARIES - OVERTIME 001-5162-000-103	6,425.00	OVERTIME NEEDED TO COVER VACANCIES

DEPARTMENTAL TRANSFERS

For Budget Year 2019 - 2020

<u>Mark APPROVED</u>	<u>DEPARTMENT NAME</u>	<u>FROM: ACCOUNT NAME ACCOUNT NUMBER</u>	<u>TO: ACCOUNT NAME ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>REASON</u>
Finance Meeting of: Council Meeting:	11/5/2020 11/12/2020				
_____ 159	AIRPORT	DUES AND SUBSCRIPTION 142-5775-000-211	SALARIES - FULL TIME 142-5775-000-101	1,275.00	NEW AIRPORT MANAGER
_____ 160	AIRPORT	ADVERTISING 142-5775-000-201	HEALTH INSURANCE 142-5775-000-160	4,815.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____ 161	AIRPORT	REPAIRS TO BUILDING 142-5775-000-250	ELECTRICITY AND GAS 142-5775-000-212	3,675.00	COVERAGE FOR 2 TERMINALS
_____ 162	AIRPORT	REPAIRS TO BUILDING 142-5775-000-250	INSURANCE - VEHICLES 142-5775-000-228	1,805.00	INCREASE IN PREMIUM
_____ 163	AIRPORT	REPAIRS TO BUILDING 142-5775-000-250	MEALS 142-5775-000-236	105.00	TRIP TO WISCONSIN TI INSPECT NEW FIRE TRUCK
_____ 164	AIRPORT	REPAIRS TO BUILDING 142-5775-000-250	RENT - EQUIPMENT 142-5775-000-247	510.00	LIFT FOR BIRD NETTING
_____ 165	AIRPORT - MECHANIC	SALARIES - PART TIME 142-5776-000-102	HEALTH INSURANCE 142-5776-000-160	4,450.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____ 166	VICTIMS GRANT	FUEL AND OIL 157-5824-000-216	HEALTH INSURANCE 157-5824-000-160	4,445.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____ 167	VICTIMS GRANT	MEALS 157-5824-000-236	POSTAGE 157-5824-000-243	555.00	GRANT AWARDED AFTER BUDGET ADOPTED
_____ 168	VICTIMS GRANT	FUEL AND OIL 157-5824-000-216	PRINTING 157-5824-000-245	185.00	GRANT AWARDED AFTER BUDGET ADOPTED
_____ 169	VICTIMS GRANT	COMPUTER SOFTWARE 157-5824-000-209	SUPPLIES -OFFICE 157-5824-000-269	2,150.00	GRANT AWARDED AFTER BUDGET ADOPTED
_____ 170	VICTIMS GRANT	LODGING 157-5824-000-279	CAPITAL PURCHASES 157-5827-000-499	5,890.00	GRANT AWARDED AFTER BUDGET ADOPTED
_____ 171	HAZMAT	INSURANCE - EQUIPMENT 163-5322-000-226	POSTAGE 163-5322-000-243	140.00	EQUIPMENT MAILED IN FOR CALIBRATION/MAINTENANCE
_____ 172	HAZMAT	COMPUTER SOFTWARE 163-5322-000-209	CAPITAL PURCHASES 163-5322-000-499	11,050.00	MULTIPLE CARBON CYLINDERS
_____ 173	HAZMAT	TRAINING FOR EMPLOYEES 163-5322-000-277	CAPITAL PURCHASES 163-5322-000-499	2,700.00	MULTIPLE CARBON CYLINDERS
_____ 174	HAZMAT	UNIFORMS AND CLOTHING 163-5322-000-280	CAPITAL PURCHASES 163-5322-000-499	7,850.00	MULTIPLE CARBON CYLINDERS
_____ 175	HAZMAT	TRAVEL 163-5322-000-279	CAPITAL PURCHASES 163-5322-000-499	375.00	MULTIPLE CARBON CYLINDERS
_____ 176	COMMISSARY \ DETENTION CTR	REPAIRS TO BUILDING 173-5855-000-250	COMPUTER SOFTWARE 173-5855-000-209	28,635.00	INTERACT PUBLIC SAFETY SOFTWARE

DEPARTMENTAL TRANSFERS

For Budget Year 2019 - 2020

Mark APPROVED	DEPARTMENT NAME	FROM: ACCOUNT NAME ACCOUNT NUMBER	TO: ACCOUNT NAME ACCOUNT NUMBER	AMOUNT	REASON
		415-5613-000-279	415-5613-000-210	1,940.00	TO COVER DEPRECIATION FOR FY 19/20
_____ 212	SOLID WASTE	SALARIES - TEMP/PART TIME 420-5954-000-102	COMPENSATED ABSENCES 420-5954-000-110	18,245.00	TO PROVIDE FOR ACCRUED COMPENSATED ABSENCES (VACATION)
_____ 213	SOLID WASTE	SALARIES - TEMP/PART TIME 420-5954-000-102	HEALTH INSURANCE 420-5954-000-160	16,410.00	ACTUAL RX AND CLAIMS HIGHER THAN ANTICIPATED
_____ 214	SOLID WASTE	SALARIES - TEMP/PART TIME 420-5954-000-102	PENSION EXPENSE - GASB 68 420-5954-000-171	17,010.00	ADJUSTMENT TO ACTUAL PER GASB 68 & RETIREMENT SYSTEM CALCULATIONS
_____ 215	SOLID WASTE	COST OF LIVING/MERIT 420-5954-000-115	PENSION EXPENSE - GASB 68 420-5954-000-171	45,170.00	ADJUSTMENT TO ACTUAL PER GASB 68 & RETIREMENT SYSTEM CALCULATIONS
_____ 216	SOLID WASTE	RETIREMENT - SC 420-5954-000-120	PENSION EXPENSE - GASB 68 420-5954-000-171	59,490.00	ADJUSTMENT TO ACTUAL PER GASB 68 & RETIREMENT SYSTEM CALCULATIONS
_____ 217	SOLID WASTE	DISPOSAL FEE 420-5954-000-371	PENSION EXPENSE - GASB 68 420-5954-000-171	30,000.00	ADJUSTMENT TO ACTUAL PER GASB 68 & RETIREMENT SYSTEM CALCULATIONS
_____ 218	SOLID WASTE	DISPOSAL FEE 420-5954-000-371	PENSION EXPENSE - GASB 68 420-5954-000-171	26,470.00	ADJUSTMENT TO ACTUAL PER GASB 68 & RETIREMENT SYSTEM CALCULATIONS
_____ 219	SOLID WASTE	ELECTRICITY AND GAS 420-5954-000-212	PENSION EXPENSE - GASB 75 420-5954-000-173	13,800.00	ADJUSTMENT TO ACTUAL PER GASB 75
_____ 220	SOLID WASTE	REPAIRS TO EQUIPMENT 420-5954-000-251	DEPRECIATION 420-5954-000-210	39,000.00	TO COVER DEPRECIATION FOR FY 19/20
_____ 221	SOLID WASTE	REPAIRS 420-5954-000-252	DEPRECIATION 420-5954-000-210	33,800.00	TO COVER DEPRECIATION FOR FY 19/20
_____ 222	SOLID WASTE	FUEL AND OIL 420-5954-000-216	DEPRECIATION 420-5954-000-210	30,500.00	TO COVER DEPRECIATION FOR FY 19/20
_____ 223	SOLID WASTE	SUPPLIES - STONE 420-5954-000-244	DEPRECIATION 420-5954-000-210	16,065.00	TO COVER DEPRECIATION FOR FY 19/20
_____ 224	SOLID WASTE	ENGINEERING 420-5954-000-311	DEPRECIATION 420-5954-000-210	8,520.00	TO COVER DEPRECIATION FOR FY 19/20
_____ 225	SOLID WASTE	INTEREST 420-5954-000-501	DEPRECIATION 420-5954-000-210	43,695.00	TO COVER DEPRECIATION FOR FY 19/20
_____ 226	SOLID WASTE	DISPOSAL FEE 420-5954-000-371	RECYCLING 420-5954-000-360	21,440.00	ADDITIONAL AMOUNT NEEDED FOR HAULING & DISPOSAL OF TIRES FOR RECYCLING
_____ 227	SOLID WASTE	DISPOSAL FEE 420-5954-000-370	LANDFILL CLOSURE 420-5954-000-399	62,010.00	ACCRUAL CALCULATION BY ENGINEERING FIRM FOR CLOSURE/POST-CLOSURE CARE COSTS

DEPARTMENTAL TRANSFERS

For Budget Year 2019 - 2020

<u>Mark APPROVED</u>	<u>DEPARTMENT NAME</u>	<u>FROM: ACCOUNT NAME ACCOUNT NUMBER</u>	<u>TO: ACCOUNT NAME ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>REASON</u>
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Finance Meeting of:	11/5/2020
Council Meeting:	11/12/2020

<u>DATE</u>	<u>Lacey Croegaert, Clerk to Council</u>
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**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR ANDERSON COUNTY**

ORDINANCE NO 2020-020

AN ORDINANCE TO ADOPT THE OPERATING AND CAPITAL BUDGETS OF ANDERSON COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2020, AND ENDING JUNE 30, 2021, AND TO MAKE APPROPRIATIONS FOR SUCH ANDERSON COUNTY BUDGETS FOR COUNTY ORDINARY PURPOSES AND FOR OTHER COUNTY PURPOSES FOR WHICH THE COUNTY MAY LEVY A TAX OTHER THAN FOR TRI-COUNTY TECHNICAL COLLEGE PURPOSES; TO PROVIDE FOR THE LEVY OF TAXES ON ALL TAXABLE PERSONAL AND REAL ESTATE PROPERTIES IN ANDERSON COUNTY FOR SUCH COUNTY ORDINARY PURPOSES, INCLUDING SUFFICIENT TAX TO PAY THE PRINCIPAL AND INTEREST ON OUTSTANDING INDEBTEDNESS OF ANDERSON COUNTY MATURING DURING SAID FISCAL YEAR; TO ADOPT THE OPERATING AND CAPITAL BUDGETS OF ANDERSON COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2020, AND ENDING JUNE 30, 2021, AND TO MAKE APPROPRIATIONS FOR SUCH ANDERSON COUNTY BUDGETS, FOR TRI-COUNTY TECHNICAL COLLEGE; TO PROVIDE FOR THE LEVY OF TAXES ON ALL PERSONAL AND REAL PROPERTIES IN ANDERSON COUNTY ON WHICH SCHOOL TAXES MAY BE LEVIED FOR SUCH TRI-COUNTY TECHNICAL COLLEGE PURPOSES; TO PROVIDE FOR THE LEVY, ASSESSMENT AND COLLECTION OF CERTAIN OTHER TAXES AND FEES; TO PROVIDE FOR THE EXPENDITURE OF SAID TAXES AND OTHER REVENUES COMING TO THE COUNTY DURING SAID FISCAL YEAR; AND TO PROVIDE FOR OTHER MATTERS RELATING TO ANDERSON COUNTY.

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

The following operating and capital budgets for Anderson County for the fiscal year beginning July 1, 2020, and ending June 30, 2021, are hereby adopted and directed to be implemented by the Anderson County Administrator and staff.

SECTION I-ADOPTION OF OPERATING AND CAPITAL BUDGETS FOR COUNTY ORDINARY AND OTHER PURPOSES

Pursuant to Section 4-9-140 of the South Carolina Code of Laws, 1976, as amended (the "Code"), the operating and capital budgets of Anderson County (the "Anderson County Budgets"), for County ordinary purposes and for other County purposes for which the County may levy a tax other than for Tri-County Technical College purposes, as hereinafter set forth, by reference and otherwise, are hereby adopted for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

SECTION II-LEVYING OF A SUFFICIENT TAX FOR COUNTY ORDINARY AND OTHER PURPOSES

A tax of sufficient millage to fund the appropriations for the Anderson County Budgets, herein made, for the fiscal year beginning July 1, 2020 and ending June 30, 2021, after crediting against such appropriations all other revenue anticipated to accrue to Anderson County during said fiscal year, not designated for any other specific purpose, is hereby directed to be levied upon all taxable property of Anderson County upon which the County may levy County ordinary taxes, for County ordinary purposes and for other County purposes for which the County may levy a tax, other than for the Anderson County Library, Tri-County Technical College purposes, County sewer, Countywide Emergency Medical Service, Solid Waste fees, Sewer fees, Civic Center fees, Animal Shelter fees, 9-1-1 tariffs, and road encroachment fees, all as separately levied in this Ordinance, such tax to fund the following amounts or millage, which shall be separately identified, levied, collected, and accounted for, as millage, for the purposes shown, as required by subsequent sections of this Ordinance (excluding Fee-In-Lieu of Taxes), with the total millage so levied, exclusive of debt service millage to be set by the Anderson County Auditor, not to exceed 82.7 mills. This Ordinance shall serve as Anderson County Council’s written certification to the Anderson County Auditor required under Section 12-43-285 of the South Carolina Code of Laws (1976, as amended).

County Ordinary	\$46,200,000	64.0 Mills
2007 General Obligation Bonds	\$710,000	0.9 Mills*
2008 General Obligation Bonds	\$735,000	1.1 Mills*

*Debt service levies are statutorily set by the Auditor in the fall. This is an estimate for budget purposes.

Other taxes and uniform assessments levied by this Ordinance are:

Anderson County Library	\$4,870,000	6.9 Mills
Infrastructure Reserve Fund	\$1,015,000	1.4 Mills
Capital Fund	\$2,675,000	3.8 Mills
Tri-County Technical College	\$2,850,000	4.1 Mills
Anderson County Sewer	\$1,745,000	3.0 Mills
County EMS	\$4,650,000	6.6 Mills
Solid Waste/Recycling Fees	As set in Section XV	\$71.68 per household \$82.49 per commercial
Sewer Fees	As set in Section XVI	
Civic Center Fees	As set in Section XXXIV	
Animal Shelter Fees	As set in Section XXXV	
911 Tariff	As set in Section XXXVII	
Road Encroachment Fees	As set in Section XXXVIII	

SECTION III-GENERAL FUND APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2020 and ending June 30, 2021, the

following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

GENERAL FUND APPROPRIATIONS

<u>FUNCTION</u>	<u>AMOUNT APPROPRIATED</u>
County Government Administration	\$26,954,095
Health and Welfare	3,141,870
Public Safety	39,877,805
Public Works	9,575,895
Culture and Recreation	2,979,890
Transfer Out	1,092,755
Contingency	<u>225,225</u>
Total Appropriations-General Fund	<u>\$83,847,535</u>

GENERAL FUND REVENUE

LOCAL SOURCES-4100

100-101	Property Taxes-RPC Current	\$39,800,000
100-102	Property Taxes-RPC Delinquent	2,500,000
100-103	Property Taxes-Vehicles	6,400,000
100-105	Property Taxes-Fee-In-Lieu of Taxes	2,850,000
000-115	Concessions-Civic Center	5,000
000-140	Rent of Property-Civic Center	80,000
000-180	Vendor Fees	3,000
001-105	Baseball-Sports Complex	3,500
001-106	Soccer-Sports Complex	10,000
001-107	Softball-Sports Complex	5,000
001-108	Tennis-Sports Complex	250
001-115	Concessions-Sports Complex	8,400
001-125	Rental-Sports Complex	2,500
003-140	Rental-Amphitheatre	8,000
200-110	Fees/Fines-Court Division	120,000
200-120	Fees/Fines-Family Court	420,000
200-121	Fees/Fines-Family Court Filing Fees	12,000
200-125	Fees/Fines-Worthless Check Unit	8,000
200-135	Fees/Fines-Register of Deeds	1,800,000
200-140	Fees/Fines-Judge of Probate	385,000
200-150	Fees/Fines-Master-in-Equity	135,000
200-155	Fees/Fines-Sheriff	25,000
200-158	Fees/Fines-Magistrates	800,000
200-162	Decal Fees	150,000
200-163	City of Anderson-Forensics	44,000
200-164	Fees-Coroner	4,000
200-165	Oconee County Master-in-Equity	36,055
200-166	Oconee County Drug Lab Match	48,525
200-168	Medical Examiner Reimbursement	120,000
200-169	Local Contributions-TCTC	50,000
200-175	School Crossing Guards	165,000

200-176	School Resource Officers	2,100,000
300-105	Fees-Animal Shelter	75,000
300-110	Fees-Cablevision Franchise	1,620,000
300-120	Fees-Maps and Plats	40,000
300-125	Fees-Municipal Collection	30,000
300-132	Fees-Delinquent Tax Posting Fee	20,000
300-140	Permits-Building	1,000,000
300-145	Permits-Electrical	250,000
300-150	Permits-Heating and Air	140,000
300-155	Permits-Land Use	120,000
300-157	Fees-Plan Reviews	120,000
300-158	Fees-Driveway Aprons	70,000
300-160	Permits-Plumbing	125,000
300-165	Permits/License-Mobile Homes	40,000
300-174	Permits-Encroachment	30,000
300-180	Fees-Re-inspections	5,000
300-181	Sex Offender Registry	16,000
300-182	Inspections-Engineering	32,000
300-190	Miscellaneous	85,000
400-160	Library Security Reimbursement	105,000
600-140	Rent of Property	450,000
600-143	Booth Rental-Farmer's Market	2,500
600-144	Farmer's Market-Event Rental	3,000
600-145	Broadway Lake Rental	20,000
900-120	Interest Income	500,000
3700-000-101	Fund Balance	<u>8,236,070</u>
	Total Amount of Local	<u>71,232,800</u>
STATE SOURCES-4200		
400-218	Flood Control	140,000
400-220	Health and Environmental	10,000
500-115	Registration and Elections	212,500
500-125	Local Government Fund	7,584,040
500-135	Merchants Inventory	273,260
500-150	Homestead Exemption	2,300,000
500-160	Salary Assistance	<u>7,875</u>
	Total Amount of State	<u>10,527,675</u>
FEDERAL SOURCES-4300		
500-150	Corps of Engineers	92,500
500-165	DSS Reimbursement	<u>100,000</u>
	Total Amount of Federal	<u>192,500</u>
TRANSFER IN-6400		
100-168	Transfer In-Documentary	400,000
100-175	Transfer In-State ATAX	41,250
100-177	Transfer In-Economic Development	<u>1,453,310</u>
	Total Amount of Transfer In	<u>1,894,560</u>
	Total Revenue-General Fund	<u>\$83,847,535</u>

No amount of the Local Government Fund revenue shall be used for lobbying purposes.

SECTION IV-SPECIAL REVENUE FUND APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2020 and ending June 30, 2021, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

SPECIAL REVENUE FUND APPROPRIATIONS

Total Appropriated \$45,507,965

SPECIAL REVENUE FUND REVENUE		
<u>Special Revenue Funds Other Than Sheriff's Office</u>		
102	Grants-Local Contributions	\$3,011,150
	State Grants	512,500
	Fund Balance	58,905
103	Museum Store	11,000
106	Clerk of Court-Bondsmen-Local Contributions	7,000
	Fund Balance	7,500
108	Water Recreation-State Grants	210,230
	Transfer In-Capital Projects	504,770
114	Public Defender-Local Contributions	200,000
	State Revenue	1,300,000
	Municipal Funding	55,000
	Transfer In-General Fund	376,200
	Fund Balance	288,010
117	TTI-Local Contributions	70,000
118	HOME Program-Federal Grant	845,000
	Transfer In-General Fund	130,000
125	Assessor Mapping Project-Fund Balance	19,180
126	Textile Communities Revitalization-Transfer In-General Fund	50,000
127	CDBG Rehabilitation-Federal Grant	750,000
	Transfer In-General Fund	100,000
133	Senior Citizens Grant	84,490
137	Transportation Committee-Fund Balance	300
	Transfer In-"C" Funds	2,000
139	"C" Funds	4,100,000
	Fund Balance	4,752,000
	Transfer In-Infrastructure	150,000
140	Tri-County Technical College-Millage	2,850,000
	Delinquent Taxes	95,000
	Fee-In-Lieu of Taxes	175,000
	Merchants Inventory	10,225
	Homestead Exemption	142,900
	Fund Balance	(89,525)

142	Airport	1,626,355
143	Anderson County Library-Millage	4,870,000
	Delinquent Taxes	175,000
	Fee-In-Lieu of Taxes	300,000
	Homestead Exemption	240,700
	Fund Balance	196,285
145	Re-Entry Navigator Grant-Local Contributions	129,585
150	Title IV-D/Family Court-Incentive Payments	501,790
152	DSS Incentive Payments	35,000
	Fund Balance	40,000
156	Victim Bill of Rights	148,710
	Transfer In-General Fund	116,160
157	Victims of Crime Act Grant	160,750
	Transfer In-General Fund	33,610
163	HAZMAT-Local Contributions	50,000
	Fund Balance	24,975
165	Federal Emergency Management Agency-Federal Grant	604,345
168	Documentary Stamps	3,000,000
	Fund Balance	400,000
173	Detention Center Canteen-Concessions	230,000
	Transfer In-2020 Software Lease	323,765
	Fund Balance	(794,885)
174	E-911 Revenues	1,772,250
	Transfer In-2020 Lease-Software	323,765
	Fund Balance	(792,485)
175	State Accommodation Tax	350,000
176	Infrastructure-Transfer In-Infrastructure Reserve	375,000
177	County Accommodations Tax	725,000
	Fund Balance	300,000
180	PARD/Recreation-State Grants	75,000
	Transfer In-General Fund	12,500
181	Office of Justice Programs-Federal Grant	196,605
	Transfer In-General Fund	7,960
191	Duke Energy-EPD	15,000
	Fund Balance	49,125
193	EMS-Millage	4,650,000
	Delinquent Taxes	170,000
	Fee-In-Lieu of Taxes	280,000
	State Grant	16,000
	Homestead Exemption	230,265
	Fund Balance	107,625
194	Animal Shelter Donations	30,000
	Fund Balance	185,500
195	Sheriff Forfeiture Fund	400,000
	Fund Balance	100,000

196	Infrastructure Reserve Fund-Millage	1,015,000
	Delinquent Taxes	35,000
	Fee-In-Lieu of Taxes	44,000
	Homestead Exemption	48,800
	Fund Balance	1,006,455
198	Sheriff Forfeiture Non-Drug Fund	30,000
	Fund Balance	87,500
	Total Special Revenue Fund Revenue	<u>\$45,507,965</u>

SECTION V-DEBT SERVICE AND OTHER FINANCING APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2020 and ending June 30, 2021, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

GENERAL OBLIGATION BOND DEBT SERVICE APPROPRIATIONS

<u>BOND</u>	<u>APPROPRIATED</u>
2007 General Obligation Bond	\$831,000
2008 General Obligation Bond	883,405
2019 General Obligation Bond	<u>200,000</u>
Total General Obligation Bond Debt Service Appropriated	<u>\$1,914,405</u>

GENERAL OBLIGATION BOND DEBT SERVICE REVENUE

<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
Property taxes	\$1,499,000
Fee-In-Lieu of Taxes	87,000
Merchants Inventory	74,800
Homestead Exemption	73,300
Transfer In-Capital Projects	200,000
Fund Balance	<u>(19,695)</u>
Total General Obligation Bond Debt Service Revenue	<u>\$1,914,405</u>

REVENUE BOND DEBT SERVICE APPROPRIATIONS

<u>BOND</u>	<u>APPROPRIATED</u>
Special Source Revenue Bonds	<u>\$1,250,540</u>
Total Revenue Bond Debt Service Appropriated	<u>\$1,250,450</u>

REVENUE BOND DEBT SERVICE REVENUE

<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
Transfer In-Economic Development Fund	<u>\$1,250,540</u>
Total Revenue Bond Debt Service Revenue	<u>\$1,250,540</u>

SPECIAL TAX DISTRICT APPROPRIATIONS

SPECIAL TAX DISTRICT	AMOUNT
Cedar Glen	\$11,000
Hidden Brooks	7,975
Knight's Bridge	5,840
Supreme Industrial Park	7,510
Ashwood Subdivision	7,935
Sharen Ridge	8,745
The Farm	<u>5,160</u>
Total Special Tax District Appropriations	<u>\$54,165</u>

SPECIAL TAX DISTRICT REVENUE

SOURCE OF REVENUE	AMOUNT
Special Tax District Fees	<u>\$54,165</u>
Total Special Tax District Revenue	<u>\$54,165</u>

LEASE PURCHASE FINANCINGS ANNUAL APPROPRIATIONS

Equipment Lease Purchase	
Total Lease Purchase Financings Annual Appropriations	<u>\$2,714,820</u>
Total Lease Purchase Financings Annual Appropriations	<u>\$2,714,820</u>

LEASE PURCHASE FINANCINGS REVENUE

<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
Transfer In-General Fund	\$41,325
Transfer In-E-911	12,465
Transfer In-Infrastructure Reserve Fund	706,070
Transfer In-Capital	<u>1,954,960</u>
Total Lease Purchase Financings Revenue	<u>\$2,714,820</u>
Total Debt Service and Other Financings Appropriations	<u>\$5,933,930</u>
Total Debt Service and Other Financings Revenue	<u>\$5,933,930</u>

To the extent that any monies remain in any debt service funds of the County, upon complete satisfaction of the debt for which such funds were collected, the County Administrator may transfer all such excess and otherwise unused funds to, and utilize such funds for any other Anderson County debt service fund which has been lawfully created by Anderson County Council to pay debt service on any lawful debt obligation of the County. Further, to the extent that any monies remain in the capital project accounts of the County, upon complete satisfaction of the stated purposes for which such funds were initially authorized, the County Administrator may transfer all such excess and otherwise unused funds to, and utilize such funds for any other Anderson County activity or purpose which has been duly authorized by Anderson County Council and for which debt funds of the County may be lawfully used.

SECTION VI-CAPITAL PROJECTS FUNDS APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2020 and ending June 30, 2021, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

CAPITAL PROJECTS FUNDS APPROPRIATIONS

<u>FUND</u>	<u>ACTIVITY</u>	<u>APPROPRIATED</u>
312	Green Pond Landing Event Center	\$1,500,000
317	TTI Building	885,000
319	2019 General Obligation Bond	9,418,185
320	2020 Lease-Software	1,268,700
346	2018 SSRB	10,000,000
360	Capital Reserve Fund	7,421,865
368	Economic Development	<u>2,703,850</u>
Total Capital Funds Appropriations		<u>\$33,197,600</u>

CAPITAL PROJECTS FUNDS REVENUES

<u>FUND</u>	<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
312	Green Pond-State Grant	\$1,500,000
317	TTI Building-Federal Grant	885,000
319	2020 General Obligation Bond	8,500,000
	Transfer In-Infrastructure	918,185
320	2020 Lease-Software-Fund Balance	1,268,700
346	Special Source Revenue Bond-Fund Balance	10,000,000
360	Capital Reserve Fund-Property Taxes	2,675,000
	Delinquent Property Taxes	85,000
	Fee-In-Lieu of Taxes	115,130
	Interest	60,000
	Homestead Exemption	132,120
	Sale of Capital	200,000
	Insurance Proceeds	65,000
	Transfer In-General Fund	225,000
	Transfer In-2020 Lease-Software	944,935
	Fund Balance	2,919,680
368	Economic Development-Property Taxes	995,225
	Fee-In-Lieu of Taxes	1,725,000
	Fund Balance	<u>(16,375)</u>
Total Capital Funds Revenue		<u>\$33,197,600</u>

SECTION VII-ENTERPRISE FUNDS APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2020 and ending June 30, 2021, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein; provided, however that to the extent, only, that revenues for Enterprise Fund activities exceed the revenue projections shown below, the Appropriations shown for Enterprise Funds herein may be adjusted by the Administrator to match the increased revenues, subject to the requirements of Section XXVIII, hereof. Provided, further, that the Administrator is authorized to write off, discharge, or otherwise adjust uncollectible and otherwise unenforceable debt owed to the enterprise funds of the county, utilizing the same standards used by the Anderson County Treasurer to adjust nulla bona debt of the County.

ENTERPRISE FUNDS APPROPRIATIONS

<u>ACTIVITY</u>	<u>APPROPRIATED</u>
Sewer	\$9,959,240
Stormwater	742,385
Solid Waste/Recycling	7,915,520
Total Enterprise Funds Appropriations	<u>\$18,617,145</u>

ENTERPRISE FUNDS REVENUES

<u>REVENUES</u>	<u>AMOUNT</u>
Sewer Property Taxes, State Revenue, Fees & Interest	\$8,814,155
Sewer-Federal Grant	500,000
Sewer-Fund Balance	645,085
Stormwater-Fees	155,315
Stormwater-Transfer In from Sewer	587,070
Solid Waste/Recycling	7,500,150
Solid Waste/Recycling State Grant	220,195
Solid Waste Fund Balance	<u>195,175</u>
Total Enterprise Funds Revenues	<u>\$18,617,145</u>

SECTION VIII-LEVYING OF A SUFFICIENT TAX FOR ANDERSON COUNTY LIBRARY PURPOSES

A tax of sufficient millage to fund the appropriations in the amount of \$4,870,000 (excluding delinquent taxes totaling approximately \$175,000, fee-in-lieu of taxes totaling approximately \$300,000, homestead exemption totaling approximately \$240,700 and usage of fund balance totaling approximately \$196,285), for the Anderson County Library budgets, herein made, for the fiscal year beginning July 1, 2020 and ending June 30, 2021, is hereby directed to be levied on all personal and real property in Anderson County, and shall be identified as such on Anderson County tax bills. To the extent such levy results in excess revenues, above those stated above, all such revenues shall be placed and maintained in the Anderson County Library fund balance. Any funds in the Anderson County Library fund balance at any point in time in excess of those required for the Anderson County Library budgets herein made, may be utilized by the Anderson County Library Board of Trustees; provided, however, the expenditures of said surplus funds shall never exceed the amount of the most recent approved budget of the Library. There shall be credited against said appropriations all other revenues anticipated to accrue to Anderson County during said year for Anderson County Library. All such taxes and other revenues shall be levied, collected, deposited, disbursed and accounted for in the Anderson County Library Fund, with a specific levy and account for the library appropriation category listed herein.

SECTION IX-ANDERSON COUNTY LIBRARY FUND APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2020 and ending June 30, 2021, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

ANDERSON COUNTY LIBRARY FUND APPROPRIATIONS

<u>ACTIVITY</u>	<u>APPROPRIATED</u>
Anderson County Library Fund	<u>\$5,781,985</u>
Total Anderson County Library Fund Appropriations	<u>\$5,781,985</u>

ANDERSON COUNTY LIBRARY FUND APPROPRIATIONS

<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
Property Taxes	\$4,870,000
Delinquent Taxes	175,000
Fee-In-Lieu of Taxes	300,000
Homestead Exemption	240,700
Fund Balance	<u>196,285</u>
Total Anderson County Library Fund Revenue	<u>\$5,781,985</u>

The Anderson County Auditor is hereby directed to levy as separately identified County ordinary millage and the Anderson County Treasurer hereby directed to collect, disburse monthly (if funds are available), and account for as a separate fund the sums identified herein for the Anderson County Library Fund.

SECTION X-ADOPTION OF OPERATING AND CAPITAL BUDGETS FOR TRI-COUNTY TECHNICAL COLLEGE PURPOSES

Pursuant to Section 4-9-70 of the Code, the operating and capital budgets of Anderson County specifically for Tri-County Technical College as hereinafter set forth, by reference and otherwise, are hereby adopted for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

SECTION XI-LEVYING OF A SUFFICIENT TAX FOR TRI-COUNTY TECHNICAL COLLEGE PURPOSES

A tax of sufficient millage to fund the appropriations in the amount of **\$2,850,000** (excluding delinquent taxes totaling approximately \$95,000, fee-in-lieu of payments totaling approximately \$175,000, merchants inventory payments totaling \$10,225, homestead exemption payments totaling \$142,900, and addition to fund balance totaling approximately \$89,525) for the Tri-County Technical College Budgets, herein made, for the fiscal year beginning July 1, 2020 and ending June 30, 2021, is hereby directed to be levied on all personal and real property in Anderson County on which school taxes may be levied, and shall be identified as such on Anderson County tax bills. To the extent such levy results in excess revenues, above those stated above, all such revenues shall be placed and maintained in the Tri-County Technical College fund balance. There shall be credited against said appropriations all other revenues anticipated to accrue to Anderson County during said year for Tri-County Technical College. All such taxes and other revenues shall be levied, collected, deposited, disbursed and accounted for in the Tri-County Technical College Fund, with a specific levy and account for the special education appropriation category listed herein.

SECTION XII. TRI-COUNTY TECHNICAL COLLEGE FUND APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2020 and ending June 30, 2021, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

TRI-COUNTY TECHNICAL COLLEGE APPROPRIATIONS

<u>ACTIVITY</u>	<u>APPROPRIATED</u>
Tri-County Technical College	\$3,183,600
Total Tri-County Technical College Appropriations	<u>\$3,183,600</u>

TRI-COUNTY TECHNICAL COLLEGE REVENUES

<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
Property Taxes	\$2,850,000
Delinquent Taxes	95,000
Fee-In-Lieu of Taxes	175,000
Merchants Inventory	10,225
Homestead Exemption	142,900
Fund Balance	<u>(89,525)</u>
Total Tri-County Technical College Revenues	<u>\$3,183,600</u>

SECTION XIII-TAX FOR ANDERSON COUNTY SEWER

There is hereby directed to be levied a tax of three (3) mills on all county ordinary taxable and real property in all unincorporated areas of Anderson County, pursuant to Anderson County Ordinance Number 164 of 1986, in order to provide sewer service in the County.

SECTION XIV. LEVYING OF A TAX FOR COUNTYWIDE EMERGENCY MEDICAL SERVICES

There is hereby directed to be levied a tax of six and six-tenths mills (6.6 mills) to provide such emergency medical services in the County; to be subject to and dependent upon the approval by County Council, prior to the levy of County taxes, of: the creation and organization of an oversight and governance board for County emergency medical services not addressed elsewhere; bylaws and agreements and other organizational documents for such board; applicable minimum standards for County providers of emergency medical services; oversight rules and agreements for County providers of emergency medical services; approval by County Council of funding for such emergency medical services including any required levy of County taxes; and a plan and procedure for the distribution of such levied funds to the County providers of emergency medical services on a fair and equitable basis.

SECTION XV-SOLID WASTE/RECYCLING FEES

There shall be a uniform \$71.68 Residential Solid Waste/Recycling Fee annually imposed upon the owner of record of each residence in the County, including all single and multi-family homes, mobile homes, and all lease and rental properties, and a uniform Commercial \$82.49 Solid Waste/Recycling Fee annually imposed upon every business, excepting industries, located in a municipality in the County, and to be collected by such municipality not less frequently than annually and remitted to the County within thirty (30) days from the deadline imposed by the municipality for such collections. Together, these fees, plus the Starr C&D Landfill usage fee of \$28/ton and revenues received from the sale of recycled materials, interest income, state grant and tire revenue are currently estimated to produce approximately \$7,720,345 for this fiscal year, and constitute the total anticipated fiscal year 2020-2021 revenues of the Solid Waste and Recycling Department.

The residential Solid Waste and Recycling Fees shall be levied as a uniform assessment by the Anderson County Auditor and placed upon the annual real estate tax notice and collected by the Anderson County Treasurer, pursuant to state law. The fiscal officers of the County shall have the authority to nulla bona or abate these fees to the same extent and under the same conditions as they do for a comparable tax.

Further, there shall be imposed a late fee and supplemental processing charge of \$6.00, for all Solid Waste/Recycling Fees not timely remitted to the County Treasurer by March 16 of the year when due. For all past due accounts in excess of one year, the County shall impose an additional annual penalty of \$12.00. The County shall pursue all legal remedies available to it to recover past due amounts, and shall hold the property owner responsible for all costs of collection, including reasonable attorney fees, as a part of such collection efforts and as a part of the fees imposed by County Council pursuant to state law, in order that lawful tax-paying citizens not be forced to subsidize those taxpayers who do not pay this lawful fee in a timely manner. Failure by a municipality to collect the uniform Commercial \$84.98 Solid Waste/Recycling Fee or to remit such collected fees to the County in accordance with this section may result in the County terminating solid waste disposal privileges for such municipality until all such collections and/or remittances are made current.

All proceeds collected from these fees shall be accounted for in a separate fund to be used solely to account for solid waste operations in the County, including but not limited to, the collection, disposal, transfer, and recycling of solid waste, including, without limitation, the purchase or construction of machinery, equipment, and facilities for such operations, as well as the administrative expenses incurred in the operation of the Anderson County Solid Waste and Recycling Department and collection of the annual solid waste/recycling fee. The County is authorized to issue appropriate legal obligations, including bonds, as appropriately authorized by normal County processes to pay for all of the foregoing costs, utilizing the proceeds from these fees to pay for such costs, including, without limitations, to pay the debt service for such bond obligations. The fees addressed in this section may be set or changed by simple vote of County Council, and will be adjusted by the County Administrator and the Public Works Division Director of the County accordingly to reflect these changes by County Council. The provisions of this Section shall be codified in a separate ordinance of the County pertaining to Solid Waste/Recycling Fees, which shall include provisions for enforcement, including civil and criminal penalties for non-payment.

Because empirical evidence indicates that senior citizens generate less Solid Waste, by consuming less, than younger residents, the Anderson County Auditor shall only levy and collect a \$40 Residential Solid Waste/Recycling Fee for every household which qualifies for and is granted the State Homestead Exemption.

SECTION XVI-SEWER FEES

The County is party to multiple agreements with the City of Anderson, South Carolina (the "City"), which have been in effect for many years and are of indefinite duration. Those agreements require the County to pay a pro rata share of the cost of certain upgrades to the City's sewer system, based on the volume of discharge and the nature of the discharge. Because the County does not set the amount of such costs and because the costs are based on actual use by customers using the system, the only equitable method to use for paying the cost of increase charged by the City, pursuant to

contractual agreements of long standing, is to increase the County sewer use charges affected, by the respective percentage or amount of increase charged by the City, i.e., to treat the amount charged by the City as a "pass-through" charge to the system users. In addition, the County has certain debt instruments in effect, with the South Carolina State Revolving Fund and others, which require the County to set sewer user charges in such an amount as will generate sufficient funds to pay all debt service on such debt instruments. The County Administrator and the Public Works Division Director may effect such "pass-through" charges by insuring that amounts charged by the City are correct and then passing those charges along, pro rata, to the users of the County sewer system impacted by the City charges, in the form of adjusted sewer use charges, based on the same cost increase factors utilized by the City, and may otherwise adjust such sewer use charges as required to adequately meet all debt service requirements of sewer system debt instruments and obligations duly authorized by County Council.

SECTION XVII-STORMWATER REQUIREMENTS AND PERSONNEL

Federal and state law mandates the management of stormwater runoff by Anderson County. Accordingly, certain Public Works employees have been assigned to the management of Anderson County's Stormwater Runoff management program. Anderson County Council may utilize funds from the Sewer Fund for the Stormwater Runoff management program, to the extent such funds are available and sufficient for that purpose and exceed stormwater fees collected for that purpose, rather than impose additional federally and state mandate-created fees for such purposes.

SECTION XIII-CREATION AND APPROPRIATION OF PUBLIC INFRASTRUCTURE FUND

There has heretofore been established, and shall be maintained as a separate budgetary and operational fund of the County, the Anderson County Public Infrastructure Fund (the "Fund"). The County shall deposit into such Fund those revenues of the County derived from fee-in-lieu-of-tax ("FILOT") payments from the several joint county industrial and business parks of the County ("multi-county parks" or "MCIPs"), which are designated to be so deposited by this Ordinance or other ordinances of Anderson County, including, without limitation, Ordinance #2004-041, as amended from time to time ("Ordinance #2004-041"). Moneys deposited into the Fund shall be utilized for the costs of infrastructure serving economic development purposes in Anderson County ("Infrastructure") in accordance with the provisions of 4-1-170, et seq., Code of Laws of South Carolina, 1976, as amended, and as directed by Anderson County Administrator. Such expenditures are hereby authorized by Anderson County Council. Deposits into such Fund shall include, without limitation, those revenues from the Anderson County-Greenville County multi-county park which are allocated to that purpose by Ordinance #2004-041, (exclusive of such revenues as are being utilized for separate special source revenue bonds issued to fund Infrastructure). Moreover, Anderson County Council affirms that distribution of the FILOT revenues received by Anderson County pursuant to the multi-county park agreements with Clarendon County and with Abbeville/McCormick Counties for park premises under those two agreements which are located in Anderson County shall be distributed in the same manner and pursuant to the same allocation methodology as set forth in Ordinance #2004-041. All monies and revenues received by Anderson County pursuant to Ordinance #2004-041 and this Section shall be accumulated in, accounted for, and distributed from such Fund as provided in such Ordinance and in this Section. Expenditures may be made from such Fund to pay the cost of such Infrastructure directly or to make debt service payments on bonds or notes payable issued by the County to fund such Infrastructure.

SECTION XIX-SPECIAL TAX DISTRICT REVENUES AND APPROPRIATIONS

The County Finance Department shall receive and account for those revenues of the County levied and collected for the special tax districts of the county, as authorized, required, and levied by the County ordinances creating such special tax districts. The County Finance Department will disburse moneys from such funds in accordance with the County ordinances creating the special tax districts, including, without limitation, for reimbursements of the County Public Works Division in accordance with such ordinances. Such monies are hereby appropriated for those purposes.

SECTION XX-FUNDING OF COUNTY ORGANIZATIONS

All dependent boards, agencies, commissions, and organizations of the County, funded by these budgets, except for County Rescue Squads shall be disbursed funds on a quarterly basis upon a letter of request to the County Administrator any time after the beginning of the first month of the quarter. A brief report shall be submitted along with the letter of request, detailing how County funds were expended in the previous quarter. An audit report shall be presented to the County Administrator within six months following the end of the respective fiscal year for each organization addressed by this Section following receipt of request by the County Administrator.

SECTION XXI-SETTING OF A MILLAGE RATE

The Anderson County Council, working in cooperation with the Anderson County Auditor and Treasurer and in accordance with the laws and Constitution of the State of South Carolina, shall calculate and fix the amount of the millage necessary, not to exceed 82.7 mills total, exclusive of debt service millage to be set by the Anderson County Auditor, as set forth herein, to support the appropriations herein made, with the exception of those appropriations and portions thereof supported by revenues other than property taxes, and shall so advise the Auditor and Treasurer of Anderson County who shall levy and collect said millage, respectively, as hereby directed by the County Council, in addition to any millage (for debt service or otherwise) for which the statutory authority to determine and levy is granted to the Anderson County Auditor and the authority to collect is given to the Anderson County Treasurer. All such levies of taxes authorized herein by Anderson County Council for County of Anderson purposes shall be set forth, stated, and mailed to the taxpayers of Anderson County on a tax notice showing such levies separate and independent of levies of taxes by any other legal entity or political subdivision of the State of South Carolina, whether on a two-sided tax notice or a multi-page tax notice or any other form of tax notice accomplishing the purpose set forth in this paragraph. Anderson County Council will provide forms for such tax notices and no funds appropriated by this budget ordinance are authorized for the procurement or preparation of any other form of tax notice.

SECTION XXII-COMPLIANCE WITH COUNTY CODE AND ACCOUNTABILITY

All funds for County ordinary purchases and procurements shall be obligated in accordance with the County Code through the County Central Purchasing Department and will be disbursed by the Finance Department so as to provide for necessary auditing, unless specifically exempted by County Council in public session.

All State and Federal Grants will be administered, coordinated, and accounted for by the Anderson County Finance Department.

Use of funds appropriated by County Council district or otherwise, to reimburse members of

County Council for reimbursable expenses (that is, for lodging, travel, registration fees, training, meals, and telephone usage) incurred in the discharge of their official duties shall be in accordance with the terms and provisions of the County Code.

SECTION XXIII-DEPOSITS

All service charges, reimbursements, fees, fines, other funds received by county departments shall be deposited with the County Treasurer as soon as possible after collection; but in no case shall the time lapse between collection and deposit with the Treasurer exceed thirty (30) days. The Treasurer is authorized and directed to deposit all funds received into the appropriate interest-bearing accounts, and any surplus funds and all accumulative interest shall be deposited into the General Fund of Anderson County.

SECTION XXIV-SURPLUS FUNDS

Except as otherwise noted herein, any surplus in the General Fund of the County or any moneys accruing therefrom shall be used as a contingency fund and shall be spent as authorized and directed by the Anderson County Council during the fiscal year addressed by this Ordinance, only. At the end of such fiscal year those funds shall be accounted for as addressed in the next succeeding Section. Any surplus in other funds of the County or any monies accruing therefrom shall be retained and accounted for in such other fund or funds and shall be carried forward from year to year as fund balances in such funds.

SECTION XXV-END OF FISCAL YEAR ACCOUNTING

All appropriations made by this Ordinance for which monies have not been obligated or encumbered by the end of June 30, 2021, shall lapse and expire at that time. All appropriations made by this Ordinance for which the funding monies have been obligated or encumbered by June 30, 2021 shall remain on the books of Anderson County at June 30, 2021 for matching of the applicable expenditure for year-end accrual purposes. Once the ledgers are closed for year-end accrual purposes, the unused encumbrance amount will be removed from the encumbrance system. Unobligated General Fund budgetary appropriations and monies received by County departments and existing without obligation at the close of the fiscal year addressed by this Ordinance shall revert to the General Fund of Anderson County to be accounted for as fund balance; no existing appropriation or actual revenues on hand at the end of the fiscal year may be expended by any department during the succeeding fiscal year without new appropriation by County Council. Any surplus in other funds of the County or any moneys accruing therefrom shall be retained and accounted for in such other fund or funds and shall be carried forward from year to year as fund balances in such funds.

SECTION XXVI-TRANSFERRING OF FUNDS

The Administrator may approve changes in a department budget from one line item to another in an amount up to and including \$10,000 at any one time; provided, however, the total department budget shall not increase, no new positions may be created, or capital expenses, may be accomplished by such a transfer without County Council approval. No transfer for any one type of good or services may be subdivided, split or “stacked” for purposes of evading the requirements of this section.

Aggregate transfers within the fiscal year within a department which exceed \$20,000 shall require County Council approval thereafter. All transfers shall be included in the "Administrator's Report" section of the County Council agenda for Council's review.

SECTION XXVII-DISBURSEMENTS

The County Administrator, based on financial conditions and cash-flow considerations, shall determine the proper rate of disbursement of the above-enumerated appropriations during the fiscal year. Transfers from fund to fund in order to properly account for and manage County funds and appropriations in accordance with generally accepted accounting standards continue to be explicitly approved notwithstanding any other language of this Ordinance, subject always to the reporting requirements of this Ordinance. All out of state travel for official County government business shall be approved in advance by the County Administrator to include any lodging, registration fees or meals associated with the trip. The County Administrator and the County Treasurer are hereby granted authority to enter into agreements with the Anderson County Board of Education and the School Districts of Anderson County, consistent with this Ordinance, to make accelerated disbursements of Anderson County school tax receipts to the School Districts of Anderson County and to the Anderson County Board of Education.

SECTION XXVIII-PAUPER BURIALS

Pauper burials shall be funded in the budget of the Coroner (5131) at the rate established by sealed bid. Documentation for each such burial will be maintained at the Coroner's Office and, as further, the Coroner is hereby authorized to arrange for the disposition of deceased indigent persons in accordance with state law including, but not limited to, Title 32, Chapter 8 of the South Carolina Code of Laws (1976, as amended).

SECTION XXIX-RETIREMENT OF AUTOMOTIVE AND HEAVY EQUIPMENT

Unless otherwise directed by County Council, automotive and heavy equipment will be retired from service by any department receiving replacement equipment on a one for one basis as the replacement equipment is received. Retired equipment will be appropriately evaluated for reassignment or disposition by the Public Works Division Director and the County Administrator for those departments under the director of the County Administrator and the Sheriff for those vehicles used by those departments reporting to this elected official.

SECTION XXX-TAX ANTICIPATION NOTES

As permitted by Article X, Section 14, of the Constitution of the State of South Carolina, 1895, as amended and Section 11-27-40, Code of Laws of South Carolina, 1976, as amended, County Council is hereby empowered to authorize the issuance of tax anticipation notes in the aggregate principal amount of not exceeding \$10,000,000 (the "TANS") in anticipation of the collection of taxes imposed and levied by this Ordinance. The TANS may be issued at any time or from time to time during the fiscal year beginning July 1, 2020 and ending June 30, 2021; shall be issued pursuant to a Resolution adopted by County Council; may be issued in bearer form or fully registered upon terms and conditions prescribed in such Resolution; shall be issued in the principal amounts, mature and bear interest as prescribed in such Resolution; may be sold by negotiated or public sale upon such terms and conditions as County Council prescribes in the Resolution.

SECTION XXXI-CREDIT CARD PAYMENTS

To the maximum extent authorized by and in accordance with law, and in accordance with County procurement policies, all Anderson County offices, including those of elected officials, are authorized to adopt and implement uniform procedures, through the County Central Administrative Services Division, to accept credit card payments for all payments due to the County or processed by County offices.

SECTION XXXII-CREDIT CARD POLICY

All Anderson County credit card charges and purchases made utilizing an Anderson County credit card, to include purchasing cards, are to be reported to the Finance Office, and accompanied by a detailed receipt and a written report, the format of which is to be designed and determined by the County Administrator or his designee. The written report shall contain sufficient detail to show who made the charge, what the charge was for, when the charge was made, where the charge was made, and why the charge was incurred. Charges incurred for or associated with economic development projects must still be reported, as addressed above, and accompanied by the receipt and report described above, but may be reported by project codename, until such time as the project is publicly announced or finally terminated.

SECTION XXXIII-GRANTS AND GRANT MATCHING FUNDS

The Anderson County Administrator, or his duly authorized representative, is hereby authorized to apply for all grants of any nature whatsoever where no County matching funds are required, or for those grants for which County matching funds are required when all necessary County matching funds have been made available by Anderson County Council through the annual Anderson County operating and capital budgets or are available in applicable County enterprise fund balances, for County Council authorized programs, institutions, and facilities of Anderson County, and to receive and expend such grant funds for the purposes authorized in the respective grant applications. Notwithstanding the foregoing, County staff shall conduct an analysis identifying any recurring expense or monetary obligation for which the County may be responsible in the future where said expense or obligation will be payable from funding sources other than the grant being applied for. Any grant opportunity which involves such expenses or obligations shall require County Council approval prior to the submission of the grant application.

No funds appropriated by this Ordinance may be utilized as matching funds for any parks and recreation grant, including, without limitation, grants received from the South Carolina Department of Parks, Recreation, and Tourism, except for Anderson County Council District Recreation Funds appropriated hereby, except as otherwise provided herein.

SECTION XXXIV-APPLICABLE CIVIC CENTER RATES

Rates as set forth on rate sheets as may be in effect during the fiscal year (subject to amendment) shall be applied by the Civic Center of Anderson for all rental contracts entered into between July 1, 2020 and June 30, 2021.

SECTION XXXV-APPLICABLE ANIMAL SHELTER RATES

Rates as set forth on Animal Shelter rate sheets dated July 1, 2020 shall be applied by the Anderson County Animal Shelter for all services rendered between July 1, 2020 and June 30, 2021.

SECTION XXXVI-APPLICABLE JUROR REIMBURSEMENT RATES

There shall be paid unto the Grand Jurors in Circuit Court the sum of \$20 per diem and Petit Jurors shall be paid the sum of \$12 per diem. There shall be paid unto Jurors in Summary Court the sum of \$10 per diem Jurors. In addition to the aforesaid sum, jurors shall be reimbursed twenty-five, \$.25, cents per mile per day from their home to the Anderson County Courthouse for the term for which they are drawn to serve. These rates shall be effective for all services rendered between July 1, 2020 and June 30, 2021.

SECTION XXXVII-FUNDING OF E-911 SERVICES

In order to provide all citizens of Anderson County with the best emergency dispatch services available and to fund those services in the most effective, efficient manner possible, the County Administrator is hereby directed to utilize and apply the maximum E-9-1-1 tariff funds available by current South Carolina law to the County's E-9-1-1 system, in accordance with County procurement policies and state law.

SECTION XXXVIII-ROAD ENCROACHMENT PERMITS

The Anderson County Public Works Division is authorized to charge fees for encroachments on County roads and rights-of-way and for encroachment permits for such encroachments in accordance with an encroachment fee schedule prepared, from time to time, by the Anderson County Public Works Division, and approved by Anderson County Council by appropriate Council action. Such fees for encroachments on Anderson County roads and rights-of-way and for encroachment permits for such fees shall be sufficient to fully reimburse the County for all costs of supervising, inspecting, and repairing, as necessary, all damage to County roads and rights-of-way caused by such encroachments.

SECTION XXXIX-FUND BALANCE POLICY

Maintenance of an adequate and appropriate fund balance is critical to an overall sound fiscal policy and practice of the County. Maintenance of such fund balance not only protects the County against emergencies and unexpected contingencies, it actually saves the County significant amounts of money, through less reliance on tax anticipation notes and through lower interest rates for borrowing money and issuing debt. A fund balance policy is looked upon favorably by rating agencies and investors. County Council, therefore, and hereby, establishes a policy that the County will maintain a general fund balance of approximately six (6) months of current budget expenditures, including operating transfers out, but not less than two (2) months of such expenditures.

SECTION XXXX-REASONABLE ACCOMMODATION POLICY

Anderson County is a participant in the Federal Community Development Block Grant Program for the purpose of undertaking various important community and economic development activities throughout the County. The Community Development Block Grant Program requires a reasonable accommodations policy for Section 504 regulations. Anderson County, acting by and through the Anderson County Council, desires to comply with all necessary Grant requirements. Anderson County, acting by and through the Anderson County Council, is hereby willing to make reasonable accommodations for the known physical or mental impairments of an otherwise

qualified participant, applicant or employee, providing it does not cause undue financial or administrative burden on the County or cause a fundamental alteration of the County's program. Anderson County Council hereby recognizes that the policy created hereunder includes employees, applicants for employment, and the public when the public is involved in County activities. The Anderson County Administrator, for and on behalf of the County, is hereby authorized and directed to do any and all things necessary or appropriate in connection with this Policy.

SECTION XXXXI-SMALL, WOMEN-OWNED AND MINORITY-OWNED BUSINESS ENTERPRISES

To promote free competition and equal opportunity, Anderson County is committed, within the parameters of the County procurement code, to assisting small, minority-owned and woman-owned businesses in becoming active vendors with the County. Anderson County encourages and invites small, woman, and/or minority owned businesses located inside and outside of the County to participate in the County's procurement process. It is the policy of the County to prohibit discrimination against any person or business in pursuit of procurement opportunities on the basis of race, color, national origin, ancestry, religion, disability, political affiliation or gender.

SECTION XXXXII-SOLICITOR CASE FACILITATOR

Funding for the temporary Case Facilitator in the Solicitor's Office is budgeted for an additional year and is intended to provide representation for Anderson County in the Magistrates Courts of Anderson County. This is a temporary position only. In order for this position to be considered in future budget years, the Solicitor's Office must provide the Administrator with quarterly reports indicating the number of new cases referred each quarter, the number of court appearances each quarter, and a certification from the Solicitor that this position was only used for representation in Magistrate Court on Anderson County cases during the quarter.

SECTION XXXXIII-SEVERABILITY

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

SECTION XXXXIV-EFFECTIVE DATE

This Ordinance shall become effective and enforced from and after July 1, 2020.

ADOPTED in meeting duly assembled this 12th day of November, 2020.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman

Lacey Croegaert
Clerk to Council

Craig Wooten, District #1

Gracie S. Floyd, District #2

Ray Graham, District #3

Brett Sanders, District #4

Jimmy Davis, District #6

M. Cindy Wilson, District #7

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading:

September 15, 2020

Second Reading:

October 6, 2020

Third Reading:

November 12, 2020

Public Hearing:

November 12, 2020

ORDINANCE NO. 2020-021

AN ORDINANCE TO APPROVE A TEMPLATE LEASE AGREEMENT FOR INCUBATOR/SOFT LANDING ECONOMIC DEVELOPMENT PROJECTS AT ANDERSON COUNTY'S FACILITY AT 1428 PEARMAN DAIRY ROAD; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through its County Council is authorized under Title 4 of the Code of Laws of South Carolina, as amended, to "sell lease, or contract to sell or lease real property owned by the County";

WHEREAS, the County owns the real property located at 1428 Pearman Dairy Road, formerly the TTI facility;

WHEREAS, one of the purposes for acquisition of the former TTI site at 1428 Pearman Dairy Road was to serve as short-term incubator space and soft landing space for certain economic development projects; and

WHEREAS, a template lease for space in the 1428 Pearman Dairy Road facility has been developed for certain economic development projects seeking short-term incubator spaces and soft landing space.

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

1. The template lease attached hereto as EXHIBIT A is hereby approved for lease of space at the County's 1428 Pearman Dairy Road site for incubator and soft landing economic development projects.

2. The County Administrator is hereby provided with authority to execute the Ground Lease Agreement in the form of Exhibit "A" or substantially similar form with each Tenant on behalf of the County and to grant an extension of the one (1) year lease term for up to six (6) months if circumstances warrant such an extension.

3. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.

4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

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

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

ORDAINED in meeting duly assembled this 12th day of November, 2020.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: September 15, 2020
2nd Reading: October 6, 2020
3rd Reading: November 12, 2020
Public Hearing: November 12, 2020

GROUND LEASE AGREEMENT

This Ground Lease Agreement dated as of _____, 20__ (the "Ground Lease") by and between Anderson County, South Carolina (the "Ground Lessor" or "Landlord"), a body politic and corporate and a political subdivision of the State of South Carolina and _____ (the "Ground Lessee" or "Tenant").

RECTIALS:

WHEREAS, Anderson County is the owner of the real estate located at 1428 Pearman Diary Road, Anderson, South Carolina 29625, consisting of approximately 534,778 square feet of building improvements located on approximately 125.5 acres purchased in two (2) tracts of 100.54 acres and 24.96 acres (TMS Nos: 95-14-02-002 and 95-15-01-001);

WHEREAS, the building with office and warehouse space is intended to house certain Anderson County Departments, the Anderson County Sheriff's Office, Enterprise Campus administered by Tri-County Technical College and soft landing/incubator space for Anderson County economic development projects on a short-term basis;

WHEREAS, Anderson County has authority to enter into lease agreements pursuant to Section 4-9-30 and 4-9-130 of the Code of Laws of South Carolina; and

WHEREAS, Ground Lessor (or Landlord) and Ground Lessee (or Tenant) desire to establish the terms and conditions of this Ground Lease to fulfill the objective of a soft landing or incubator space for certain Anderson County Economic Development projects.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein by reference, and further agrees as follows:

WITNESSETH:

1. Premises. The Landlord, for and in in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the Tenant, and the Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property, hereafter called "Premises", to wit:

That certain portion of office space (approximately ____ square feet) and warehouse space (approximately _____ square feet) (collectively the "Building"), as more particularly shown on Exhibit "A", attached hereto and incorporated herein, together with the right of ingress and egress to and from the Leased Premises and the non-exclusive right, in common with Landlord and other Tenants, to use the common areas in the Building and such facilities and

land area as Landlord may designate from time to time as appurtenances to Building, and subject to all rights hereinafter reserved to Landlord.

2. Term and Preparation of Premises.

A. The term of this Lease shall commence on the commencement Date and shall end at midnight on the last day of the month that is twelve (12) months after the commencement Date, unless sooner terminated as hereinafter provided. Tenant or Landlord can terminate this Lease with sixty (60) days advance written notice.

B. Tenant has inspected the Premises and agrees to accept the Premises under the provisions of the Lease "WHERE IS AS IS".

C. Tenant may request an extension to the Lease term, provided the Landlord receives the extension request at least sixty (60) days before expiration of the Lease. The decision of whether to grant the extension request shall be at the sole discretion of the Landlord.

3. Rental. The Tenant agrees to pay to the Landlord promptly on the first business day of each month during the term of this Lease a rental rate of ___ per month per square foot for office space and a rate of ___ per month per square foot for warehouse space. Tenant shall pay the rent as provided herein without notice, demand, set-off, or counterclaim.

The aforesaid payments of rent are to be made to:

Anderson County
101 South Main Street
Anderson, SC 29624

4. Security Deposit: Tenant has deposited with the Landlord the sum of \$_____, a security for the full and faithful performance of every provision of the lease. Landlord may at any time apply said deposit or any part thereof against any default by Tenant of any of the terms, covenants and conditions of this Lease. In such event, Tenant shall upon demand deposit with Landlord the amount so applied so that Landlord shall have the full amount of the deposit on hand at all times during the terms of this Lease. Upon expiration of the lease the Tenant shall surrender possession of the Leased Premises. Landlord is given permission to deduct from said security deposit the cost of any unusual cleaning or repairs to the property upon vacating of Tenant. Security deposit or any remaining portion will be returned within 30 days after the termination of this tenancy or completion of the repairs necessitated by Tenant's misuse of the premises. In the event the security deposit is not sufficient to pay all charges due, Tenant shall pay said charges within ten (10) days after receiving written notice from the Landlord.

5. Use of Premises. Tenant shall use and occupy the Leased Premises for the purpose as stated in Exhibit "B" and for no other purpose whatsoever. Tenant agrees to keep the Leased Premises in a neat clean, and attractive condition; to comply properly with all laws, ordinances, and other governmental rules and regulations concerning the Leased Premises and the streets, sidewalks, alleys, parks, parkways, and other public property abutting the Leased Premises;

to use the Leased Premises for no purpose which would render void the fire, extended coverage and added perils insurance in the Building; and, to prevent the escape from the Leased Premises of noise, fume, odors, glare, vibration, noxious gasses, radiation dust, liquid wastes, smoke, and other substances which may be offensive or constitute a nuisance or interference with other persons. Tenant shall not cause or permit any hazardous substances, including but not limited to flammable substances such as chemical cleaners or gasoline, to be used, stored, generated, or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors or invitees, without first obtaining Landlord's written consent which may be withheld at Landlord's sole and absolute discretion. If hazardous substances are used, stored, generated or disposed of on or in the premises, or if the Premises become contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify, defend and hold harmless Landlord from any and all claims, damages fines, judgments, penalties, costs, liabilities, or losses (including without limitation, decrease in value of the premises or the buildings(s) of which they are a part, damages because of the adverse impact on marketing of the property, and any and all sums paid for settlement of claims, attorneys', consultant, and expert fees) arising during or after the lease term and arising as a result of such contamination by lessee. This indemnification includes, without limitations, any and all costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by a federal, state, or local agency or political subdivision. In addition, if Tenant causes or permits the presence of any hazardous substance on the premises and this results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the premise to the condition existing before the presence of any such hazardous substances on the premises, provided however, that lessee shall first obtain Landlord's approval for such remedial action.

As used herein, "hazardous substances" means any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State of South Carolina, or the United States government. "Hazardous substance" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal, or local governmental laws. "Hazardous substance" includes but is not restricted to asbestos, polychlorinated biphenyls ("PCBs"), and petroleum.

Tenant agrees to pay all extra insurance premiums on the building of which the Leased Premises are a part if such extra insurance premiums are the result of the use, which Tenant shall make of the Leased Premises. Tenant will not, at any time, without obtaining Landlord's prior written consent, conduct or permit any fire, bankruptcy, or auctions sale on the Leased Premises, or change the exterior color of the Building or any part thereof: or park, operate, load, or unload any truck or other delivery vehicle at any place other than the loading area designated for such use; or use the plumbing facilities for any purpose other than that for which they were constructed or dispose of any foreign substances therein; or install any shades, awning, machinery, motors, or ducts, or install any amplifiers, loudspeakers, microphones, or similar devices for any purpose, or use any advertising medium, which may heard or seen inside or outside the building; permit any rubbish or garbage to accumulate on the Leased Premises in other than rubbish removal area or install, maintain, alter or operate any sign or display any merchandise or other object on or otherwise obstruct any sidewalks, stairways, walkways, streets, parks or parkways; or use or permit the use of any portion of the Leased Premises as a living quarters, sleeping rooms, or for similar uses.

A description of the Tenant's proposed use of the warehouse space, a list of all materials that will be used on Tenant's process, and the terms for use of the Building will be set forth in Exhibit "B" attached hereto and made a part hereof.

6. Insurance. Tenant shall carry (or cause to be carried) at Tenant's sole expense and shall pay (or cause to be paid) all premiums for insurance to cover Tenant's personal property and trade fixture located anywhere on the demised Premises and/or within Tenant's project area. Tenant will also carry and keep on force during the term of the Lease and any extensions a policy of comprehensive general liability insurance, including property damage, with respect to the Tenant's activities in the Premises. This policy shall provide at least the following limits: bodily injury \$ _____ each person, \$ _____ each occurrence and property damage \$ _____ each occurrence. In addition to Tenant the policy shall also name Landlord as an additional insured at the cost of Tenant at all times while the Lease is in effect. Tenant shall provide to Landlord certificates that the insurance coverage required herein is in effect. The insurance required hereunder shall, at a minimum, be issued by insurance companies authorized to do business in the State of South Carolina, with a Best's Rating of at least A and a financial size category of at least VII as rated in the most recent edition of Best's Insurance Reports.

7. Indemnity. Except as to Injury to persons or damage to property cause directly or indirectly by the negligence or willful misconduct of Landlord, its agents, employees, contractors, officers, directors, shareholders, partners and principals, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all losses, costs, liabilities, claims, damages, expenses, including without limitation reasonable attorney's fees, investigation costs, remediation costs, penalties and fines, in connection therewith, arising out of : (i) any injury to or death of any person or damage to or destruction of property occurring in, on or about the premises as a result of Tenant's use or occupancy thereof during the term of this lease; (ii) any Default by Tenant in the performances of any of the terms, covenants or conditions of this Lease in Tenant's part to be kept, observed or performed; (iii) the use or occupancy, or manner of use or occupancy, of the Premises by Tenant during the term of this Lease, (iv) any acts, omissions or negligence of Tenant during the term of this Lease. Tenant shall not be liable to Landlord and Landlord shall release, waive, relinquish and discharge Tenant from responsibility or liability for any and all loss, claim, damage or injury to person or property resulting from or arising in any way out of: (i) any injury to or death of any person or damage to or destruction of property occurring in, on or about the Buildings as a result of Landlord's ownership, use or occupancy thereof; (ii) any Default by Landlord in the performance of any of the terms, covenants or conditions of this Lease on Landlord's part to be kept, observed or performed; (iii) the ownership, use or occupancy, or manner of ownership, use of occupancy, of the Buildings by Landlord, its tenants, agents, employees, contractors, officers, directors, shareholders, partners, and principals, or (iv) any acts, omissions or negligence of the Landlord. Landlord shall be liable for the acts and omissions of its employees, officers, agents and designees, to the extent permitted under the South Carolina Tort Claims Act (S.C. Code Ann. Sec. 15-78-10 et seq.) Nothing in this Agreement, however, shall be construed as an express or implied acceptance by Landlord of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of any liabilities allowable under applicable state law, as a pledge of the full faith and credit of any state, or as the assumption by Landlord of a debt, contract or liability in violation of applicable law.

8. Notification. Tenant shall notify Landlord of any accident or injury to person or property in Tenant's area within 24 hours of such accident or injury.

9. Assignment and Subletting. Tenant may not, without the prior written consent of Landlord, assign this Lease or any other interest hereunder, or sublease the Premises or any part thereof. Notwithstanding anything to the contrary in this Lease, Tenant may, without the consent of Landlord, from time to time (each of the following, a "Permitted Transfer".) (a) assign or convey this Lease, or any interest hereunder, to (i) a parent or subsidiary (at any level) of Tenant; (ii) a business entity directly or indirectly acquiring all or substantially all of the capital stock or other equity interests of Tenant or a parent or subsidiary (at any level); and (iii) a business entity with which Tenant or a parent or subsidiary (at any level) of Tenant merges or consolidates; (b) sublease some or all of the Premises to a parent or subsidiary (at any level) of Tenant; (c) enter into equipment leasing and other customary secured transactions; and (d) pledge, mortgage or hypothecate or encumber its leasehold interest herein in connection with a corporate borrowing by either tenant or Tenant's parent (and, in connection with transactions described in (c) or (d) above, Landlord shall execute customary landlord waivers and similar agreements and instruments). Notwithstanding anything to the contrary in this Lease (and without implying that such an event or transaction would otherwise be subject to or prohibited by the terms of this Lease or otherwise require consent of or notice to Landlord and for avoidance of doubt), the issuance, sale, or other transfer (whether by public offering or otherwise) of any or all of the stock or other equity of Tenant or of any parent company of Tenant (at any level) (and any merger or other change in control transaction involving Tenant or any of its parent companies at any level) shall not be deemed an assignment or other transfer within the meaning of the Lease or otherwise require the consent of Landlord under the Lease to maintain the Lease in full force and effect after giving effect of such transaction. In connection with any Permitted Transfer under this Lease, Landlord will not unreasonably withhold or delay consent to any requested alterations to the Premises or to any requests changes (x) to the trade name of Tenant or the subtenant, or (y) to the signage for the Premises. Landlord may assign this lease upon giving notice to the Tenant of such assignment.

10. Tenant's Default: Landlord's Remedies.

A. In the event Tenant shall fail to pay when due, any installment or any other amount or charge required to be paid by Tenant hereunder and such failure is not cured within ten (10) days after written notice thereof from Landlord; or if Tenant shall Default in performing any of the covenants, terms or provisions of this Lease (other than the payment, when due, of any of Tenant's monetary obligations hereunder) or any of the rules and regulations now or hereafter reasonably established and uniformly enforced by the Landlord to govern the operation of the Buildings and Tenant fails to cure such Default within thirty (30) days after written notice thereof from Landlord; or if Tenant or any guarantor of state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due; a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations; or Tenant shall make a transfer to defraud creditors or shall make an assignment for the benefits of creditors; or Tenant shall do or permit to be done any act which results in a lien being filed against the Premises or Buildings, which lien is not removed or bonded over in accordance with South Carolina law within ten (10) days after written notice thereof by Landlord to Tenant; then, and in any of said

events (referred to herein as a “Default” or “Event Default”), Landlord, at its option may pursue any one or more of the remedies set forth in Section 8.B without any notice or demand whatsoever.

B. Upon the occurrence of a Event of Default as described in Section 8.A, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted it by law or in equity or by this Lease:

(1). Commence dispossessory proceedings with or without the termination of this Lease. In the absence of Landlord’s electing to terminate the Lease, Tenant shall remain liable for the payment of all Rents accruing after any writ of possession as to the Premises is issued to Landlord.

(2). Commence proceedings against Tenant for all amounts owned by Tenant to Landlord, whether as Base Rent, Additional Rent, damages or otherwise.

(3). Terminate the Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Landlord may declare to be due and payable immediately the amount of all loss and damage which Landlord may suffer by reason of the termination of the term under this Section 18 or otherwise.

(4). Do or cause to be done whatever Tenant is obligated to do under the terms of this Lease, in which case Tenant agrees to reimburse Landlord on demand for any and all costs or expenses which Landlord may thereby incur. Tenant agrees that Landlord shall not be liable for any damages resulting to Tenant from effecting compliance with Tenant’s obligations under this Section 8, whether caused by the negligence of Landlord or otherwise.

(5) Enforce the performance of Tenant’s obligations hereunder by injunction or other equitable relief (which remedy may be exercised upon any breach or Default or any threatened breach or Default of Tenant’s obligations hereunder).

11. Removal of Fixtures.

A. Tenant shall (if not in Default hereunder), prior to the expiration of the term of this Lease or any extension thereof, remove all personal property (other than personal property listed on Schedule 1), trade fixtures and equipment which Tenant has placed in the Premises. Upon removal of said personal property, trade fixtures and equipment, Tenant shall repair all damage to the Premises caused by such removal.

B. Any personal property, fixtures and equipment not removed by Tenant as permitted to required herein shall deemed abandoned and may be stored, removed, and disposed of by Landlord after the expiration of term of this Lease or any extension thereof, and Tenant waive all claims against Landlord for any damages resulting from Landlord’s retention and disposition of such property.

C. Any Building improvements made by Tenant to the Tenant’s space shall remain the property of Landlord.

12. Right of Landlord to Enter Premises. Without any abatement of Rent, Landlord and its agents, employees and independent contractor shall have the right to enter the Premises without prior notice to Tenant for any one (1) or more of the following purposes provided there is no interference with the operation of Tenant's business: (i) to inspect and examine same, (ii) to make such repairs, additions, alterations, and improvements as Landlord desires to make up the Buildings and/or the common areas or common facilities thereof, (iii) to exhibit said Premises to prospective purchasers or lenders, and (iv) to exhibit said Premises to prospective tenants during the last six (6) months of the term of this Lease. Except in the event of an emergency, Landlord agrees to provide to Tenant reasonable notification of any such entry, and to use reasonable efforts to minimize any interference with Tenant's normal business operations.

13. Effect of Termination of Lease. All obligations of Landlord and Tenant hereunder not fully performed as of the expiration or termination of this Lease shall survive the expiration or earlier termination of this Lease shall survive the expiration or earlier termination of therein hereof for a period of one (1) year, including without limitation, all payment obligations with respect to Rent and operating expense due on or before the termination and all rights, obligations and indemnities in favor of Landlord or Tenant.

14. Construction of this Agreement. No failure of either party to exercise any power given hereunder, or to insist upon strict compliance with other party's obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's or Tenants right to demand exact compliance with the terms hereof. Time is of the essence of this Lease.

15. Holding Over. If Tenant remains in possession of the Premises after expiration of the term hereof, without Landlord's acquiescence and without an express agreement of the parties, Tenant shall be a tenant at sufferance as Rent rate equal to one hundred fifty percent (150%) of the market rate for facilities comparable to the Premise, excluding from the market analysis the amount of the Base Rent paid by Tenant under this Lease prior to the expiration of the term hereof.

16. Definitions. The term "Landlord" and "Tenant" includes male and female, singular and plural, corporation, limited liability company, partnership or government entity, as may fit the particular parties. If this Lease shall be validly assigned or the Premises validly sublet, the term "Tenant" shall include such assigns or sublessee, as to the Premises covered by such assignments.

17. Severability and Interpretation. If any clause or provision of this Lease shall be deemed, illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event the remainder of this Lease shall not be affected by such illegality or unenforceability. Should any of the provision of this Lease require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms of any such provision shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed most strictly against the party who itself or through its agents prepared the same, it being agreed that the agents of all parties have participated in the preparation of this Lease. The captions used in this Lease are for convenience only and shall

be considered to be of no effect in the construction of any provision of this Lease. In the event that any time period under this Lease shall expire on a Saturday, Sunday or legal holiday, the n the date of expiration of such period shall be extended to 5:00 p.m. E.S.T. on the next succeeding business day.

18. Governing Law/ Dispute Resolution. The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease. Any dispute between Landlord and Tenant arising under or related to their Ground Lease shall be brought as a non-jury matter in the Circuit Court for Anderson County, South Carolina.

19. Execution and Public Records. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and any of and any of which shall be deemed to be complete in itself and may be introduced into evidence or used for any purpose without the reproduction of the other counterparts. No modification or amendment of this Lease shall be binding upon the parties unless such modification or amendment is in writing and signed by Landlord and Tenant. Without the prior written consent of both parties, neither this Lease nor any memorandum hereof shall be recorded or placed on public record.

20. Entire Agreement. This Lease contains the entire agreement between the parties hereto as to this Lease and no representation or warranty or agreement, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No modification, amendment or alterations of this Lease shall be effective unless same shall be in writing and signed by Landlord and Tenant. If any special stipulations are attached to this Lease, then insofar as such stipulations conflict with any of the foregoing provision, the stipulations shall control.

21. Entrance and Drives. The entrance drive from Pearman Dairy Road and driveways as identified on Exhibit "A" are for the common use of all tenants of the Buildings.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

LANDLORD:

ANDERSON COUNTY, SOUTH CAROLINA
a body politic and corporate and a political
subdivision of the State of South Carolina

By: _____

Name: _____

Title: _____

TENANT:

By: _____

Name: _____

Title: _____

Exhibit A

Exhibit to be added

Exhibit B

Exhibit to be added

ORDINANCE NO. 2020-022

AN ORDINANCE TO AMEND SECTION 2-38-(C)(4) OF THE CODE OF ORDINANCES, ANDERSON, SOUTH CAROLINA, SO AS TO ESTABLISH THAT EACH SPEAKER WILL BE ALLOWED NOT MORE THAN THREE (3) MINUTES TO ADDRESS THE MATTER FOR WHICH A PUBLIC HEARING HAS BEEN SCHEDULED; AND OTHER MATTERS RELATED HERETO.

WHEREAS, Section 2-38 (c)(4) of the Code of Ordinances, Anderson County, South Carolina currently provides, in part, that any person desiring to speak at a public hearing that has been duly advertised may do so “for a reasonable period of time”; and

WHEREAS, the County Council desires to establish an objective time limit for persons desiring to speak at public hearings conducted by County Council.

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

1. Section 2-38(c)(4) of the Code of Ordinances, Anderson County, South Carolina is hereby amended such that the second sentence following sub-section f. reads as follows:

Any person desiring to do so may speak at a public hearing for up to three (3) minutes, so long as he/she is speaking to the matter under consideration.

2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

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

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

ORDAINED in meeting duly assembled this 12th day of November, 2020.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: September 15, 2020

2nd Reading: October 6, 2020

3rd Reading: November 12, 2020

Public Hearing: November 12, 2020

ORDINANCE NO. 2020-023

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

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

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

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

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

DONE in meeting duly assembled this ____ day of _____, 20 ____.

(SEAL)

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Anderson County Clerk to Council

APPROVE AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: October 6, 2020

Second Reading:

Third Reading:

Public Hearing:

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

Project Unity Gateway Property

Those certain pieces, parcels, or tracts of land situate, lying or being in the County of Greenville, State of South Carolina, bearing Tax Map Numbers 0050.00-02-001.00, 0050.00-02-001.04, 0050.00-02-001.05 and 0050.00-02-001.06 as of January 2, 2020 more particularly described in the legal description set forth on the next page.

EXHIBIT A

Legal Description

TRACT A

ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND, LYING AND BEING IN THE CITY OF GREENVILLE, GREENVILLE COUNTY, STATE OF SOUTH CAROLINA, BEING LOCATED AT THE SOUTHWEST CORNER OF W. WASHINGTON STREET AND S. ACADEMY STREET, AND HAVING THE FOLLOWING METES AND BOUNDS, TO WIT: BEGINNING AT A CONCRETE NAIL SET, THE POINT OF BEGINNING, (P.O.B.), SAID POINT BEING LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF WEST WASHINGTON STREET (S-1077) AND ON THE WESTERN RIGHT-OF-WAY OF SOUTH ACADEMY STREET (U.S. HIGHWAY 123), THENCE WITH THE WESTERN RIGHT-OF-WAY OF SOUTH ACADEMY STREET S 23-58-39 W, 191.22 FEET TO A CONCRETE NAIL SET, THENCE LEAVING THE WESTERN RIGHT-OF-WAY OF SOUTH ACADEMY STREET AND WITH TRACT B, N 68-07-17 W, 183.33 FEET TO A CONCRETE NAIL SET, THENCE LEAVING TRACT B AND WITH TRACT C THE FOLLOWING FIVE COURSES AND DISTANCES: N 23-32-13 E, 19.87 FEET TO A CONCRETE NAIL SET, THENCE ON A CURVE TO THE LEFT HAVING A CHORD BEARING OF N 0-36-26 E, A CHORD LENGTH OF 17.83 FEET, AND A RADIUS OF 19.31 FEET TO A CONCRETE NAIL SET, THENCE N 24-28-15 W, 9.45 FEET TO A CONCRETE NAIL SET, THENCE ON A CURVE TO THE RIGHT HAVING A CHORD BEARING OF N 5-36-19 E, A CHORD LENGTH OF 22.67 FEET, AND A RADIUS OF 33.29 FEET TO A CONCRETE NAIL SET, THENCE ON A CURVE TO THE LEFT, HAVING A CHORD BEARING OF N 3-26-15 E, A CHORD DISTANCE OF 15.34 FEET, AND A RADIUS OF 24.88 FEET TO A CONCRETE NAIL SET, THENCE LEAVING TRACT C AND WITH TRACT D, N 25-21-59 E, 124.67 FEET TO A CONCRETE NAIL SET, THENCE LEAVING TRACT D AND WITH THE SOUTHERN RIGHT-OF-WAY OF WEST WASHINGTON STREET, S 64-36-55 E, 207.07 FEET TO THE POINT OF BEGINNING, CONTAINING 40,058 SQUARE FEET OR 0.92 ACRES.

TRACT B

ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND, LYING AND BEING IN THE CITY OF GREENVILLE, GREENVILLE COUNTY, STATE OF SOUTH CAROLINA, BEING LOCATED AT THE SOUTHWEST CORNER OF W. WASHINGTON STREET AND S. ACADEMY STREET, AND HAVING THE FOLLOWING METES AND BOUNDS, TO WIT:

BEGINNING AT A CONCRETE NAIL SET, THE POINT OF COMMENCEMENT, (P.O.C.), SAID POINT BEING LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF WEST WASHINGTON STREET (S-1077) AND ON THE WESTERN RIGHT-OF-WAY OF SOUTH ACADEMY STREET (U.S. HIGHWAY 123), THENCE WITH THE WESTERN RIGHT-OF-WAY OF SOUTH ACADEMY STREET S 23-58-39 W, 191.22 FEET TO A CONCRETE NAIL SET, THE TRUE POINT OF BEGINNING (P.O.B.), THENCE CONTINUING WITH THE WESTERN RIGHT-OF-WAY OF SOUTH ACADEMY STREET (U.S. HIGHWAY 123) THE

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify (i) that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of October 6, 2020, _____, 20____ and _____, 20____, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council; and (ii) the public hearing for the attached ordinance was conducted by County Council at the County Council meeting of _____, 20____.

Lacey Croegaert
Anderson County Clerk to Council

Dated: _____, 20____

Ordinance #2020-024

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 10.01 acres from C-2 (Highway Commercial) to R-M1 (Mixed Residential) on a parcel of land, identified as Highway 81 N and 227, 231 and 235 Scenic Road in the Town Creek Precinct shown in Deed Book 11217 page 00015. The parcel is further identified as TMS #146-00-08-003; 146-00-08-027; 146-00-08-028 and 146-00-08-029.

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

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

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from C-2 to R-M1 for +/- 10.01 acres of TMS #146-00-08-003; 146-00-08-027; 146-00-08-028 and 146-00-08-029 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on September 8, 2020, during which it reviewed the proposed rezoning from C-2 to R-M1 +/- 10.01 acres of TMS #146-00-08-003; 146-00-08-027; 146-00-08-028 and 146-00-08-029 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on October 6, 2020, regarding said amendment of the Anderson County Official Zoning Map:

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone from C-2 to R-M1 +/- 10.01 acres of TMS #146-00-08-003; 146-00-08-027; 146-00-08-028 and 146-00-08-029 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 2020-024

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

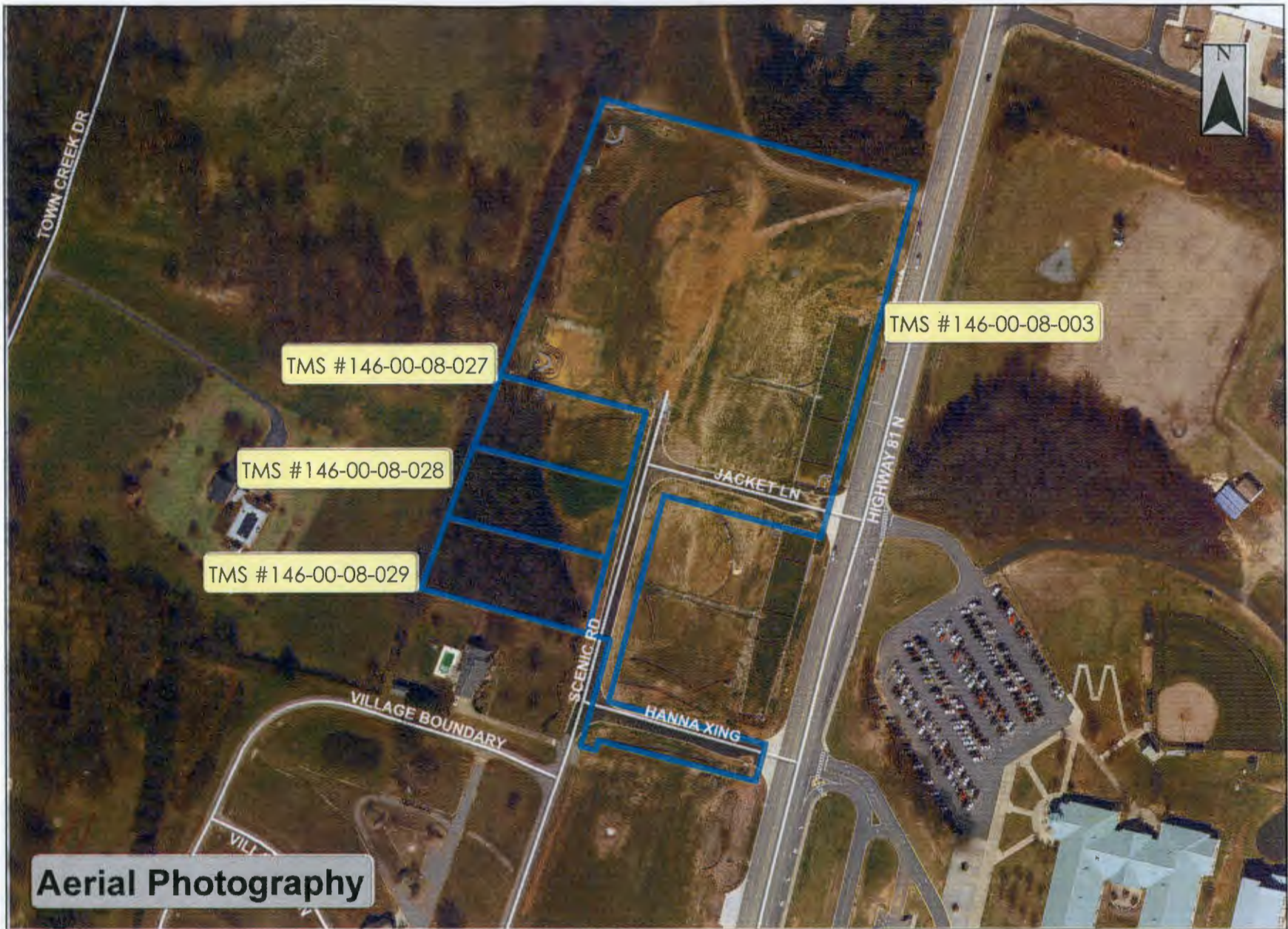
Leon C. Harmon
Anderson County Attorney

1st Reading: October 6, 2020

2nd Reading:

3rd Reading:

Public Hearing: October 6, 2020



Aerial Photography

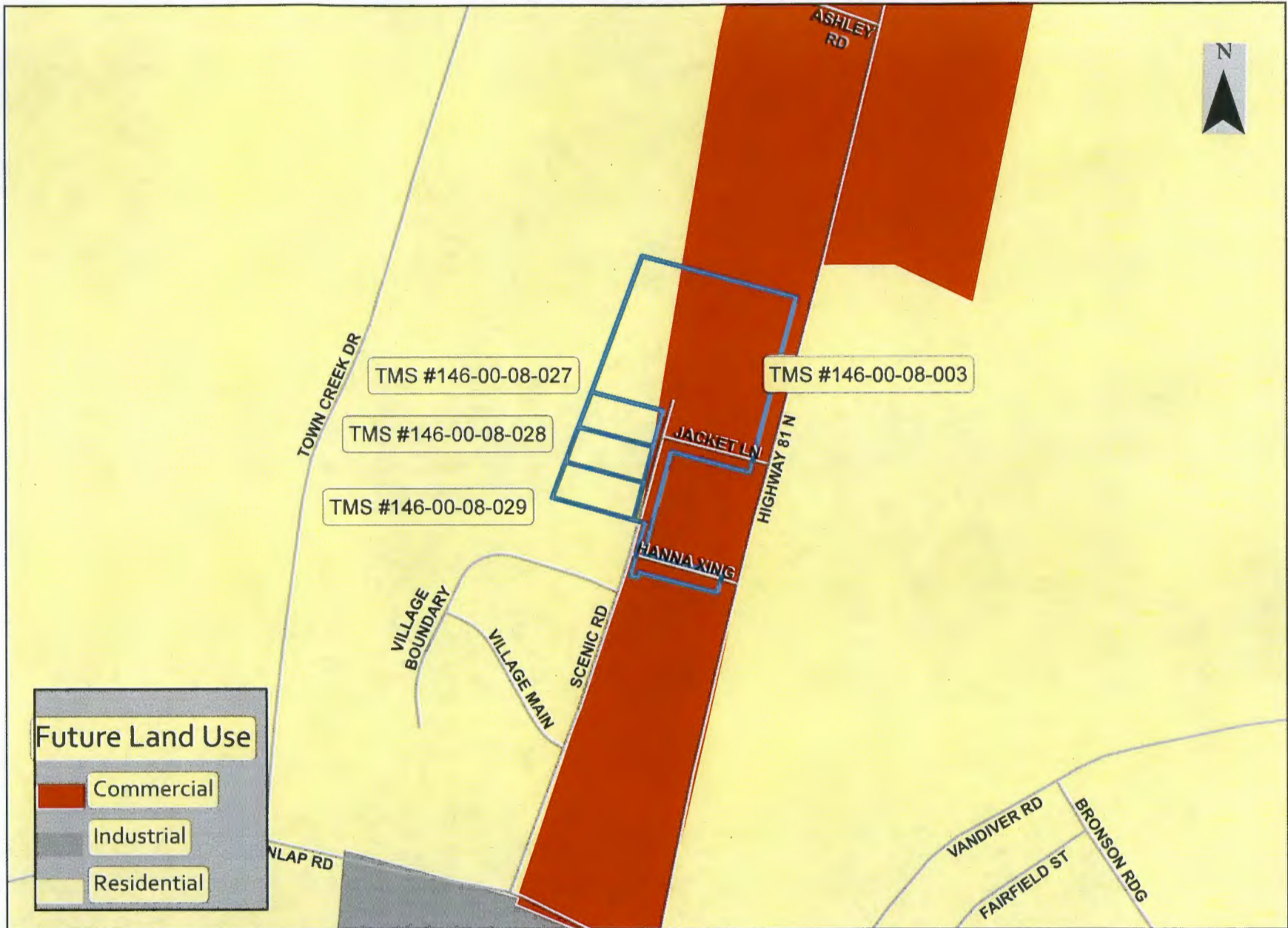
**Rezoning Request
Highway 81 N and Scenic Rd.
C-2 to R-M1**





Rezoning Request
Highway 81 N and Scenic Rd.
C-2 to R-M1

0 500 1,000 2,000 Feet



**Rezoning Request
Highway 81 N and Scenic Rd.
C-2 to R-M1**

0 500 1,000 2,000 Feet



ORDINANCE NO. 2020-025

AN ORDINANCE AUTHORIZING (1) PURSUANT TO CHAPTER 44 OF TITLE 12, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND BMW MANUFACTURING CO., LLC; AND (2) OTHER MATTERS RELATING THERETO.

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "FILOT Act"): (i) to enter into a fee agreement with companies meeting the requirements of such FILOT Act, which identifies certain property of such companies as economic development property, to induce such companies to locate in the State of South Carolina (the "State") and to encourage companies now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State; and (ii) to covenant with such companies to accept certain fee-in-lieu of *ad valorem* tax ("FILOT") payments with respect to a project;

WHEREAS, the County has, by a Resolution adopted on October 6, 2020, taken official action to identify the Project (as defined below) for purposes of the applicable fee-in-lieu of taxes statute and otherwise;

WHEREAS, the County desires to enter into a fee agreement with BMW Manufacturing Co., LLC, a Delaware limited liability company authorized to transact business in the State (the "Company"), which shall provide, under certain conditions, for payments of fees-in-lieu of taxes for a project qualifying under the provisions of the FILOT Act (the "Fee Agreement");

WHEREAS, the County and the Company desire to enter into the Fee Agreement as defined in the FILOT Act concerning the Company's investment in certain machinery, equipment and other personal property for the purpose of assembling or manufacturing automobiles and/or motorcycles and/or parts thereof and all activities relating thereto (the "Project");

WHEREAS, on the basis of the information supplied to the County by the Company, the Project is expected to provide significant economic benefits to the County and surrounding areas;

WHEREAS, in order to induce the Company to locate the Project in the County, the County has determined to offer the Company a FILOT arrangement with respect to the Project and otherwise make available to the Company the benefits intended by the FILOT Act;

WHEREAS, the terms and conditions of such incentives are more fully described in the form of the Fee Agreement between the County and the Company prepared and presented to this meeting, which the County proposes to execute and deliver; and

WHEREAS, it appears that the Fee Agreement referred to above, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the Council in meeting duly assembled as follows:

Section 1. Pursuant to the FILOT Act and particularly Section 12-44-40(H), and based solely on information supplied to the County by the Company, the Council has made and hereby makes the following findings:

(a) The Project will subserve the purposes of the FILOT Act;

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

(c) The purposes to be accomplished by the Project are proper governmental and public purposes;

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

(e) Neither the Project nor any documents or agreements entered into by the County in connection therewith give rise to or will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against their general credit or taxing power.

Section 2. In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Fee Agreement which is before this meeting and filed with the County Administrator are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. In the name of and on behalf of the County, the Chairman of Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement to the Company and the Clerk to Council is hereby authorized and directed to attest the same.

Section 3. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not be materially adverse to the County and as shall be approved by the official or officials of the County executing the same, upon advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 4. Each of the Chairman of Council and the County Administrator, for and on behalf of the County, is hereby authorized, empowered, and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement, the performance of all

obligations of the County under and pursuant to the Fee Agreement, and the carrying out of the transactions contemplated thereby and by this Ordinance.

Section 5. The consummation of all transactions contemplated by the Fee Agreement is hereby approved.

Section 6. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 7. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 8. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

ENACTED this ____ day of _____, 2020.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Attorney

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

First Reading: October 6, 2020
Second Reading: _____, 2020
Third Reading: _____, 2020
Public Hearing: _____, 2020

FEE AGREEMENT
BY AND BETWEEN
ANDERSON COUNTY, SOUTH CAROLINA
AND
BMW MANUFACTURING CO., LLC
DATED AS OF
_____, 2020

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EXHIBIT A Description of Sites

FEE AGREEMENT

THIS FEE AGREEMENT (the “Fee Agreement”) is made and entered into as of _____, 2020, by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) as governing body of the County, and **BMW MANUFACTURING CO., LLC**, a Delaware limited liability company authorized to transact business in the State of South Carolina (the “Company”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “Act”): (i) to enter into a fee agreement with companies meeting the requirements of the Act, which identifies certain property of such companies as economic development property, to induce such companies to locate in the State of South Carolina (the “State”) and to encourage companies now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State; and (ii) to covenant with such companies to accept certain payments-in-lieu of property taxes with respect to a project;

WHEREAS, pursuant to the Act, and based on factual representations by the Company to the County, the County finds that (a) it is anticipated that the Project (as defined herein) will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally; (b) neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against their general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, pursuant to a Resolution dated October 6, 2020 (the “Inducement Resolution”) the County authorized, under certain conditions, the entering into of a fee agreement by and between the County and the Company which shall provide, in part, for payments-in-lieu of property taxes for a project qualifying under the Act using an assessment ratio of 6% and a fixed millage rate for the full term of such fee agreement; and

WHEREAS, pursuant to an Ordinance adopted on _____, 2020 (the “Ordinance”), as an inducement to the Company to develop the Project, the Council authorized the County to enter into a fee agreement with the Company under the Act subject to the terms and conditions hereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows:

ARTICLE I

RECAPITULATION AND DEFINITIONS

SECTION 1.1. *Statutorily Required Recapitulation.* Pursuant to Section 12-44-55(B) of the Act, the County and the Company agree to waive the recapitulation requirements of Section 12-44-55 of the Act to the extent that and so long as the Company timely provides the County with copies of all filings required by the Act to be made by the Company with regard to the Project. If the Company should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Company's noncompliance.

SECTION 1.2. *Rules of Construction; use of Defined Terms.* Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

SECTION 1.3. *Definitions.*

“Act” means Title 12 Chapter 44, Code of Laws of South Carolina 1976, as in effect on the date hereof, as the same may be amended from time to time.

“Administration Expenses” shall mean the reasonable attorneys' fees and other costs incurred by the County, total not to exceed \$5,000, in connection with the review of the Documents and all resolutions, ordinances and other documents relating thereto.

“Affiliate” means any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Company.

“Chair” means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

“Commencement Date” means the last day of the property tax year when Project property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company have entered into this Fee Agreement.

“Company” means **BMW Manufacturing Co., LLC**, a limited liability company duly organized under the laws of the State of Delaware and authorized to transact business in South Carolina, and its successors and assigns.

“County Council” means the County Council of the County.

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

“County Administrator” means the County Administrator for the County (or the person or persons authorized to perform the duties thereof in the absence of the County Administrator).

“Documents” means the Ordinance and this Fee Agreement.

“DOR” means the South Carolina Department of Revenue and any successor thereto.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property located at the Sites to the extent such property becomes a part of the Project under this Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 9.1 of this Fee Agreement.

“Fee Agreement” means this Fee Agreement dated as of _____, 2020, between the County and the Company, as originally executed and from time to time supplemented or amended as permitted herein.

“Fee Term” shall mean the duration of this Fee Agreement with respect to each Stage of the Project as specified in Section 5.3 hereof.

“Inducement Resolution” shall mean the Resolution of the County Council adopted on _____, 2020, authorizing, under certain conditions, the County to enter into the Fee Agreement.

“Investment Period” shall mean the period beginning with the first day that economic development property (as defined in the Act) for the Project is purchased or acquired and ending on the last day of the tenth property tax year following the Commencement Date, subject to any extension for such period as provided in Section 3.2(b) hereof.

“Ordinance” means the Ordinance adopted by the County on _____, 2020, authorizing the County to enter into this Fee Agreement.

“Payments-in-Lieu-of-Taxes” means the payments to be made by the Company pursuant to Section 5.1 of this Fee Agreement.

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

“Project” shall mean the Equipment which is eligible for inclusion as economic development property under the Act and which becomes subject to this Fee Agreement. The parties agree that Project property shall consist of such property so identified by the Company in connection with its annual filing with the DOR of a SCDOR PT-300, or such comparable form,

and with such schedules as the DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time).

“Replacement Property” means any property acquired or constructed by the Company after the Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 5.2 hereof.

“Sites” means sites at which Project property is located in the County as described in Exhibit A and shall include future sites in the County, which shall be noted on schedules or supplements to Exhibit A; provided, that any requirement that the Company provide such schedules or supplements with respect to future sites may be satisfied by the Company’s filing with DOR of an SCDOR PT-300 or such comparable forms as DOR may provide in connection with projects subject to the Act.

“Stage” in respect of the Project shall mean the year within which Equipment, if any, is placed in service during each year of the Investment Period.

“State” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II

LIMITATION OF LIABILITY; INDUCEMENT

SECTION 2.1 *Limitation of Liability.* Anything in this Fee Agreement to the contrary notwithstanding, any obligation which the County may incur as a result of the transactions described in the Documents or with respect to the Project does not and shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers.

SECTION 2.2. *Inducement.* The County and the Company acknowledge that pursuant to the Act, upon execution of this Fee Agreement, and subject to the Act and the terms and conditions contained herein, the Project will be subject to Payments-in-Lieu-of-Taxes and will not be subject to ad valorem property taxation in the State, and that this factor, among others, has induced the Company to enter into this Fee Agreement.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 3.1 *Representations and Warranties of the County.* The County makes the following representations and warranties to the Company and covenants with the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as is necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Assuming the constitutionality of the Act, and to the County's actual knowledge, neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, violate, conflict with or will result in a breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the County is now a party or by which it is bound.

(c) To the County's actual knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the County, wherein an unfavorable decision, ruling or finding would materially adversely affect the County's obligations hereunder or the consummation of the transactions described in the Documents.

(d) None of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(e) All consents, authorizations and approvals required on the part of the County in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(f) Assuming the constitutionality of the Act, the Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County under present law in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

Based on factual representations of the Company, the Project constitutes a "project" within the meaning of the Act. By due corporate action, the County has agreed that, subject to compliance

with applicable laws, each item of real and tangible personal property comprising the Project shall be considered economic development property under the Act.

SECTION 3.2. *Covenants by the County.* The County covenants with the Company as follows:

(a) The County agrees to do all things deemed by the County, in its reasonable discretion, reasonably necessary and proper as requested by the Company in writing to effectuate the intent of the Documents and the transactions contemplated by the Documents including, but not limited to, the execution, delivery and performance of its obligations in the Documents and in accordance with the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

(b) To the extent permitted by law, the Company may request of the County an extension of the Investment Period, for investments in excess of the statutory minimum(s), in accordance with and up to the limits permitted under Section 12-44-30(13) of the Act. The grant of any such extension by the County may be approved by a resolution of County Council. Upon the granting of any such extension the County agrees to, at the Company's expense, cooperate with the Company in assisting the Company to file with the DOR a copy of such extension within 30 days of the date of execution thereof by the County.

SECTION 3.3. *Representations and Warranties of the Company.* The Company makes the following representations and warranties to the County:

(a) The Company is a limited liability company validly existing and in good standing under the laws of Delaware and is authorized to transact business in the State of South Carolina. The Company is authorized and empowered to execute and deliver the Documents to which it is a party and to fulfill its obligations described in the Documents. The Company's fiscal year end is December 31. The Company will notify the County if the Company changes its fiscal year.

(b) The Project will consist of new or additional investments in machinery, equipment and/or other personal property used for the purpose of assembling or manufacturing automobiles and/or motorcycles and/or parts thereof, and activities related thereto.

(c) Neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in the Documents violate, conflict with, or will, to its best knowledge, result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the Company is now a party or by which it is bound.

(d) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Company wherein an unfavorable decision, ruling or finding

would materially adversely affects the Company or the consummation of the transactions described in the Documents.

(e) All consents, authorizations and approvals required on the part of the Company in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained.

(f) The Documents to which the Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE PROJECT

SECTION 4.1. *The Project.* The Company has acquired and/or installed or made plans for the acquisition and/or installation of certain machinery, equipment, and other personal property which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be economic development property as defined under the Act, so long as such property meets the requirements of the Act.

Notwithstanding any other provision of this Fee Agreement, the Company may place property into service at any time under this Fee Agreement, but such property may only qualify as economic development property under the Act if it is placed in service during the Investment Period or is Replacement Property.

SECTION 4.2. *Diligent Completion.* The Company agrees to use its reasonable efforts to cause the acquisition and installation of the Project to be completed; however, notwithstanding anything contained in this Fee Agreement to the contrary, the Company shall not be obligated to complete the acquisition of the Project and may terminate this Fee Agreement with respect to all or portion of the Project as set forth in Article X hereof.

SECTION 4.3. *Modifications to Project.* The Company may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes.

SECTION 4.4. *Reports, Filings.* The Company shall provide the Anderson County Auditor, Assessor and Treasurer with a copy of all annual filings made by the Company to DOR pursuant to this Fee Agreement and the Act. Further, the Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of DOR, to be filed with the Anderson

County Auditor, the Anderson County Assessor and DOR within thirty (30) days after the date of execution and delivery hereof.

ARTICLE V

PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF PAYMENTS-IN-LIEU-OF-TAXES

SECTION 5.1. *Payments-in-Lieu-of-Taxes.* The parties acknowledge that under Article X, Section 3 of the South Carolina Constitution, the Project is exempt from ad valorem property taxes. However, the Company shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 5.1. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company shall make annual Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable at the times and places, and in the same manner and subject to the same penalty assessments as prescribed by the County or DOR for ad valorem taxes. Such amounts shall be calculated and payable as follows:

(a) The Company has agreed and hereby agrees to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such property, if it were taxable, but using (i) an assessment ratio of 6.0%; (ii) a millage rate which is the lower of (A) the cumulative property tax millage rate levied on behalf of all taxing entities within which the Project is located on June 30 of the year preceding the calendar year in which this Fee Agreement is executed or (B) the cumulative property tax millage rate levied on behalf of all taxing entities within which the Project is located on June 30 of the calendar year in which this Fee Agreement is executed; and (iii) a fair market value estimate determined by the DOR for personal property, using the original income tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that the Company is not entitled to extraordinary obsolescence. The understanding of the Company and the County is that the millage rates applicable to the Sites listed on Exhibit A are as set forth on Exhibit A.

(b) The Payments-in-Lieu-of-Taxes shall be made on the basis that the Project property, if it were otherwise subject to ad valorem property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, 1976, as amended.

(c) The Company shall make Payments-in-Lieu-of-Taxes for each year during the term hereof, as set forth in Section 5.3 hereof, beginning with the tax year following the year the Project property is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for ad valorem property taxes for the Project, with the first payment being due on the first date following the delivery of this Fee

Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project.

(d) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, for a period not exceeding 30 years following the year in which such property was placed in service. Pursuant to and subject to the Act: (i) Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, but only up to the original income tax basis of Project property which is being disposed of in the same property tax year; (ii) Replacement Property shall be deemed to replace the oldest Project property subject to the fee which is disposed of in the same property tax year that the Replacement Property is placed in service; (iii) more than one piece of property can replace a single piece of property; (iv) Replacement Property does not have to serve the same function as the Project property it is replacing; (v) to the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Project property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed; and (vi) Replacement Property is entitled to Payments-in-Lieu-of-Taxes pursuant to this Section 5.1 for the remaining portion of the 30-year period referred to in this Section 5.1(d) applicable to the Project property which it is replacing. The Company shall maintain, or cause to be maintained, records sufficient to identify all Replacement Property.

SECTION 5.2. *Disposal of Property; Replacement Property.*

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section 5.2. Subject to the provisions of Section 5.5 with regard to maintenance of statutory minimum qualifying investment, and Section 5.1(d) and this Section 5.2 with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5 hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.2.

(b) The Company may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to Section 5.2(a) hereof. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to

such property, such property shall be treated as Replacement Property, subject to the terms of Section 5.1(d) and the Act.

SECTION 5.3. *Fee Term.* The applicable term of this Fee Agreement shall be measured for each Stage beginning from the last day of the property tax year in which the Project property is placed in service in that Stage through the last day of the property tax year which is the twenty-ninth year following such year; provided, that the maximum term of this Fee Agreement shall not be more than 30 years from the end of the last year of the Investment Period. Unless sooner terminated pursuant to the terms and provisions herein, this Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, or (b) exercise by the Company of its option to terminate pursuant to Section 10.1 hereof.

SECTION 5.4. *Minimum Investment.* The Company agrees that it will make the minimum statutory investment in the Project during the investment period, as required by the Act, and in the event the Company fails to satisfy such requirement, then the Project shall revert retroactively to ad valorem taxation as required under Section 12-44-140 of the Act and the Company shall, within one hundred eighty (180) days of the end of the statutory investment period, make payment to the County of the difference between the Payments-in-Lieu-of-Taxes actually made and the total retroactive amount referred to in this Section 5.4, plus interest at the same rate assessed for non-payment of ad valorem taxes. Notwithstanding any termination of this Fee Agreement, the County shall have the same rights to receive payment for any retroactive ad valorem taxes, deficiency payments, and interest and the same enforcement rights as it would have with respect to ad valorem taxes, but the County shall not be entitled to receive any payments for penalties under this Section 5.4. The County's rights arising under this Section 5.4 prior to such termination shall survive any such termination.

SECTION 5.5. *Investment Maintenance.* If at any time during the term of this Fee Agreement following the period of time in which the Company must make its minimum investment required under the Act (as specified in Section 5.4 hereof), the Company's investment based on income tax basis without regard to depreciation falls below such minimum statutory investment requirement, the Company shall no longer qualify for the Payments-in-Lieu of Taxes provided herein in accordance with Section 12-44-140(C) of the Act.

ARTICLE VI

PROPERTY TAX EXEMPTION AND ABATEMENT

SECTION 6.1. *Protection of Tax Exempt Status of the Project.* In order to insure that the Project is not and will not become subject to ad valorem property taxes under the laws of the State of South Carolina or any political subdivision thereof, the County and the Company covenant that:

(a) all right and privileges granted to either party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control:

(b) The County and the Company have not knowingly committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to ad valorem property taxes by the County or political subdivision of the State of South Carolina in which any part of the Project is located; and

(c) The Company will maintain the identity of the Project as a “project” in accordance with the Act.

ARTICLE VII

EFFECTIVE DATE

SECTION 7.1. *Effective Date.* This Fee Agreement shall become effective as of the date first written above.

ARTICLE VIII

SPECIAL COVENANTS

SECTION 8.1. *Confidentiality.* The County acknowledges and understands that the Company may have and maintain at the Sites certain confidential and proprietary information. The County agrees that, except as required by law, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information, or (ii) shall request or be entitled to inspect the Project or any property associated therewith, in either case (i) or (ii), unless they shall comply with the remaining provisions of this Section, or (iii) shall knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to which it may become privy to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law and upon providing prompt notice thereof to the Company. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution, to the extent permitted by law, of reasonably necessary, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections, the terms of which agreements shall be in form and substance mutually acceptable to the County and the Company. In the event that the County is required by law to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to provide the Company with prompt advance notice of such requirement before making such disclosure, and to cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure requirement. If such cooperation by the County results in the County

being made a party to a lawsuit, the Company shall reimburse the County for the out-of-pocket costs incurred by the County in such litigation.

SECTION 8.2. *Indemnification Covenants*

(a) The Company shall and agrees to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability in connection with those reasons set forth in Section 8.2(b). Such indemnification obligation shall survive any termination of this Fee Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its members, officers, agents and employees shall incur any pecuniary liability to any third-party by reason of any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction and carrying out of the Project, if the County or any of its members, officers, agents or employees should incur any such claim, loss or damage, then, in that event the Company shall indemnify and hold harmless the County and its members, officers, agents and employees against any such claim, loss or damage and all costs and expenses incurred in connection with any such claim, and upon notice and request from the County, the Company at its own expense shall defend the County and its officers, agents and employees in any such action or proceeding.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or gross negligence of the County or any of its individual officers, agents or employees.

(d) Other than as to the carrying out of any express duties of the County under this Fee Agreement, the County, prior to taking any action requested by, or reasonably necessitated by action of, the Company hereunder, shall be entitled, upon request of the County and prior notice to the Company of the need for and estimate of the expenses to be incurred and allowing the Company an opportunity prior to incurring such expenses to comment on the same, to payment by the Company of any reasonable out of pocket, direct costs incurred or expected to be incurred by the County in connection therewith, including attorneys fees.

SECTION 8.3. *Assignment and Leasing.* Subject to and pursuant to the Act, including Section 12-44-120 thereof, with the County's consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Fee Agreement may be transferred or assigned by the Company or any assignee to any other entity; provided, however, that such consent is not required in connection with financing-related transfers or any other transfers not requiring the consent of the County under the Act. The County hereby expressly consents to any transfer or assignment by the Company of any or all of its interest in the Project and/or this Fee Agreement to any Affiliates of the Company and to any transfer or assignment of any or all of such interest among such Affiliates. Except as otherwise required by the Act or this Fee Agreement, a transaction or an event of sale, assignment, leasing, transfer of an interest herein, disposal, or

replacement of all or part of the Project shall not be a termination of this Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Act. Notwithstanding any provision of this Section to the contrary, if and to the extent that the future consent of the County is required in connection with a transfer, assignment or other action referenced in this Section, the County hereby expressly agrees that, to the extent permitted by the Act, such approval may be provided by a letter or other writing executed by the Chair and the County Administrator, and each of those two officials are hereby expressly jointly authorized to provide such consent on behalf of the County. If, notwithstanding the foregoing sentence, the Company elects to obtain additional action by County Council indicating such consent, a resolution passed by County Council shall, to the extent permitted by the Act, be sufficient to indicate such additional County Council consent.

SECTION 8.4. *Payment of Administration Expenses.* The Company will pay to or reimburse the County for amounts equal to Administration Expenses, total not to exceed \$5,000.

ARTICLE IX

EVENT OF DEFAULT AND REMEDIES

SECTION 9.1. *Events of Default Defined.* The occurrence of any one or more of the following events shall be an “Event of Default” under this Fee Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or any other amount required under this Fee Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company or the County (other than as referred to in Section 9.1(a) hereof), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County or to the County by the Company; provided if by reason of “force majeure” as hereinafter defined, the Company or the County is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 30 days to cure such default and the Company is diligently attempting to cure such default, there shall be no Event of Default. The term “force majeure” as used herein shall mean circumstances not reasonably within the control of the parties, such as without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; pandemics; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

SECTION 9.2. Remedies on Default. Whenever any Event of Default shall have happened and be subsisting the County may (i) terminate this Fee Agreement by providing at least thirty (30) days' written notice to the Company specifying the termination date, or (ii) take whatever action at law or in equity may appear legally required or necessary or desirable to collect the payments and other amounts then due or to enforce performance and observance of any obligation, agreement or covenant of the Company, under the Documents. Although the parties acknowledge that the Project is exempt from ad valorem property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49) and the Act relating to the enforced collection of taxes; it being the express intent of the parties that the County, without limitation and at a minimum, shall have the same remedies available by law to collect delinquent Payments-in-Lieu-of-Taxes as if they were delinquent ad valorem tax payments, including execution upon the lien referred to in this Section. Notwithstanding termination of this Fee Agreement, and except as set forth in Section 5.4, the County shall have the same rights to receive payment for any delinquent Payments-in-Lieu-of-Taxes, deficiency payments, interest or penalties, and the same enforcement rights, as it would have with respect to ad valorem taxes, and the County's rights under this Fee Agreement with respect to any such payments then due and owing shall survive any such termination. The County's right to receive Payments-in-Lieu-of-Taxes shall have a first priority lien status pursuant to Section 12-44-90 of the Act and Chapters 4 and 54 of Title 12 of the Code of Laws of South Carolina 1976, as amended.

SECTION 9.3. No Additional Waiver Implied by One Waiver. In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by the Company or the County and thereafter waived by the other party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

ARTICLE X

OPTION OF THE COMPANY

SECTION 10.1. Option to Terminate. From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days notice, the Company may terminate this Fee Agreement with respect to the entire Project or any portion thereof; provided, however, that such termination shall be subject to the rights of the County under Sections 5.4, 8.2, 8.4, and 9.2 of this Fee Agreement, which rights shall survive termination of this Fee Agreement. Upon termination of all or part of this Fee Agreement, the Company will become liable for ad valorem property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for any amounts already due and owing under this Fee Agreement, which latter amounts, if any, shall be paid to the County with the next

installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1(c), or, if the termination is of the entire Project, then within 120 days of termination.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 11.1:

If to the Company: Chief Financial Officer
BMW Manufacturing Co., LLC
1400 Highway 101 South
Greer, SC 29651

With a copy to: Office of Corporate Counsel
BMW Manufacturing Co., LLC
1400 Highway 101 South
Greer, SC 29651

If to the County: Anderson County, South Carolina
Attention: Anderson County Administrator
101 South Main Street
Anderson, SC 29621

With a copy (which shall not constitute notice hereunder) to:

Anderson County Office of Economic Development
126 North McDuffie Street
Anderson, SC 29621
P.O. Box 8002
Anderson, SC 29622-8002

and

Anderson County Attorney
101 South Main Street
Anderson, SC 29621
P.O. Box 8002
Anderson, SC 29622-8002

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt and (2) by certified mail, 3 business days after delivery to the U.S. Postal authorities by the party serving notice.

SECTION 11.2. *Binding Effect.* This Fee Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

SECTION 11.3. *Invalidity and Severability.* In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 hereof is determined to be invalid or unenforceable in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to Chapter 29 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, as amended.

SECTION 11.4. *Payments Due on Saturday, Sunday and Holidays.* Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

SECTION 11.5. *Fiscal Year; Property Tax Year.* If the Company's fiscal year changes in the future so as to cause a change in the Company's property tax year, the timing of the requirements set forth in this Fee Agreement shall be revised accordingly, except that Payments-in-Lieu-of-Taxes shall always be required to be made at the same time and subject to the same conditions, penalties, and enforcement, as with ad valorem taxes.

SECTION 11.6. *Amendments, Changes and Modifications.* Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any such County consent, including specifically and without limitation any County consent referred to in this Fee Agreement, may be provided by a resolution of County Council, in the sole discretion of the County; provided, however, that County consent may also be provided by the Chair and the County Administrator as set forth in Section 8.3.

SECTION 11.7. *Execution of Counterparts.* This Fee Agreement may be executed in several counterparts, only one of which shall be an original; provided, however, that any action may be brought upon any counterpart of this Fee Agreement or any counterpart of any document that is attached to this Fee Agreement as an exhibit.

SECTION 11.8. *No Warranties by the County.* The Company acknowledges that no warranties or representations as to the condition or state of the Sites and so much of the other property constituting the Project as is in existence on the date of execution and delivery hereof, or title thereto, have been made by representatives of the County. The County makes no warranty, either express or implied, as to title to any part of the Project or the design, capabilities, or condition of the Project or that it will be suitable for the Company's purposes or needs.

SECTION 11.9. *Applicable Law.* This Fee Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict or ambiguity between the provisions of this Fee Agreement and any applicable law, including the Act, the applicable law controls.

SECTION 11.10 *Entire Understanding.* This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

SECTION 11.11. *Law Governing Construction of Agreement.* The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

SECTION 11.12. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

SECTION 11.13. *Further Assurance.* From time to time, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement. The parties intend any action to be taken hereinafter by the County pursuant to the express provisions of this Fee Agreement may be undertaken by the Chair or County Administrator without necessity of further proceedings. To the extent additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Fee Agreement.

SECTION 11.14. *No Liability of County's Personnel.* Except as otherwise provided in Section 8.1, all covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and not of any member of the County Council or other governing body or any officer, agent, servant, or employee of the County in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder or the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon against any member of the County Council or other governing body of the County or any officer, agent, servant, or employee of the County.

SECTION 11.15. *Execution Disclaimer.* Notwithstanding any other provision, the County is executing this Fee Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The Company acknowledges that no court has reviewed the Act, particularly with respect to its interpretation as it relates to this Fee Agreement, and that there are no judicial or administrative precedents with respect to certain of the Act's provisions or certain of the ancillary and administrative provisions presented thereunder, and that the County makes no representations or warranties, either express or implied, as to the constitutionality of the Act.

IN WITNESS WHEREOF, ANDERSON COUNTY, SOUTH CAROLINA, and BMW MANUFACTURING CO., LLC, each pursuant to due authority, have duly executed this Fee Agreement, all as of the date first above written.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Lacey Croegaert
Anderson Clerk to Anderson County Council

BMW MANUFACTURING CO., LLC

By: _____
Name: _____
Its: _____

EXHIBIT A

DESCRIPTION OF SITES

The sites listed below are the Sites as of _____, 2020, and may be supplemented as set forth in the definition of "Sites" in Section 1.3 of the Fee Agreement:

COMPANY NAME	STREET ADDRESS	CITY	ZIP	MILLAGE RATE
Champion Tooling & Machining	3035 White Hall Road	Anderson	29626	
Clariion	3410 Highway 24	Anderson	29626	
Drake Products Corporation	3401 Hwy. 24	Anderson	29622	
Euwe Eugen Wexler US	171 Alliance Pkwy	Williamston	29697	
Fraenkische Industri	416A Ellison Road	Anderson	29621	
Inergy Automotive Systems	5100 Old Pearman Road	Anderson	29623	
Mergon	5350 Old Pearman Road	Anderson	29625	
Mergon	5505 Old Pearman Rd.	Anderson	29625	
Pack IQ	1 American Way	Anderson	29621	
Plastic Omnium	5100 Old Pearman Road	Anderson	29625	
Proper Mold	101 Clemson Research Blvd.	Anderson	29625	
Proper Polymers	101 Clemson Research Blvd.	Anderson	29625	
Roylco Inc.	3251 Abbeville Hwy	Anderson	29624	

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON) **ORDINANCE NO. 2020-026**

AN ORDINANCE

AN ORDINANCE AUTHORIZING (1) THE CONVERSION AND TRANSFER OF PROPERTY SUBJECT TO AN EXISTING LEASE AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA (THE “COUNTY”) AND MICHELIN NORTH AMERICA, INC. (FKA MICHELIN TIRE CORPORATION) (THE “COMPANY”), TO A FEE-IN-LIEU OF PROPERTY TAXES ARRANGEMENT UNDER TITLE 12, CHAPTER 44 OF THE SOUTH CAROLINA CODE, AS AMENDED; (2) THE EXECUTION AND DELIVERY OF SUCH DOCUMENTS AS MAY BE NECESSARY TO EFFECT THE INTENT OF THIS ORDINANCE; AND (3) OTHER MATTERS RELATING THERETO.

Section 1. Findings.

The Anderson County council finds that:

(a) Anderson County, South Carolina (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 4, Chapter 12 of the Code (the “Original FILOT Act”), Title 12, Chapter 44 of the Code (the “Simplified FILOT Act”); and Title 4, Chapter 1 of the Code (the “Multi-County Park Act”) (collectively, the “Act”) and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve industrial and commercial facilities through which the economic development of the State of South Carolina (the "State") will be promoted by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, without limitation, negotiated FILOT payments, with respect to such properties; and (iii) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors;

(b) Michelin North America, Inc., a corporation organized and existing under the laws of the State of New York and qualified to do business in South Carolina (“Michelin”), previously established certain facilities in the County for the production and sale of tires and other legal activities of the Company and its affiliates (the “Project”);

(c) pursuant to the Original FILOT Act, the County entered into that certain Lease Agreement between the County, as lessor, and Michelin North America, Inc., as lessee, dated as of December 1, 1988 (the “Lease”) to lease Michelin that portion of the Project consisting of equipment, improvements, and real property for the purpose of providing Michelin with FILOT incentives under the Original FILOT Act;

(d) under the Simplified Act, the County may provide FILOT incentives with respect to the Project without the need for the County to hold title to the Project assets subject to the FILOT incentives;

(e) because Michelin (the “Company”) has an existing FILOT arrangement with the County, Section 12-44-170 of the Simplified FILOT Act permits the Company to “convert” from a title transfer FILOT arrangement under the Original FILOT Act to a non-title transfer FILOT arrangement under the Simplified FILOT Act;

(f) pursuant to Section 12-44-170(B) of the Simplified FILOT Act, the County and the Company have determined to convert and re-document the FILOT and other incentive arrangements specified in the Lease (the “Conversion”) and, in connection therewith, the County will convey to the Company its right, title and interest in and to the Project and the parties will replace the Lease and related documents in their entirety with a Conversion and Fee in Lieu of Tax Agreement (the “Fee Agreement”);

(g) simultaneously with the replacement of the Lease and related documents by the Conversion, the County shall convey and/or re-convey, as the case may be, to the Company all assets comprising the Project currently titled in the County in accordance with the terms of the Lease;

(h) all such matters are to be undertaken in accordance with the terms and provisions of the Fee Agreement now before this meeting and such Fee Agreement is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

Section 2. Approval and Execution of Fee Agreement.

(a) The County agrees to convert and re-document the FILOT and other incentives set forth in the Lease and related documents in their entirety with the Fee Agreement and the Simplified Fee Act shall govern the FILOT arrangements pertaining thereto. In furtherance of such replacement, the parties agree that the Lease will be terminated and the County will convey to the Company its right, title and interest in and to any assets comprising the Project.

(b) The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and hereby are approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company.

(c) The Fee Agreement, attached hereto as **EXHIBIT A** is to be in substantially the form now before this meeting and hereby approved, or with any changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of Fee Agreement now before this meeting.

(d) The County shall, simultaneously with the execution and delivery of the Fee Agreement, convey to the Company title to the Project, and execute any and all instruments and take such other actions as are necessary to carry out the purposes intended by this Ordinance.

Section 3. Authority to Act.

The Chairman of the Council and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the Fee Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

Section 4. Controlling Provisions.

This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina. To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Anderson County Code or other County ordinances, resolutions or orders, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. Severability.

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

Section 6. Effective Date.

All orders, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force upon adoption by the Council.

[EXECUTION PAGE TO FOLLOW]

AND IT IS SO ORDAINED

Dated this ____ day of _____, 2020.

[SEAL]

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: October 6, 2020
Public Hearing: _____, 2020
Second Reading: _____, 2020
Third Reading: _____, 2020

CONVERSION AND FEE IN LIEU OF TAX AGREEMENT

CONVERTING AND TRANSFERRING THE PROPERTY SUBJECT TO EXISTING FEE-IN-LIEU OF PROPERTY TAXES ARRANGEMENT UNDER TITLE 4, CHAPTER 12 OF THE SOUTH CAROLINA CODE 1976, AS AMENDED, TO A FEE IN-LIEU OF PROPERTY TAXES ARRANGEMENT UNDER TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

MICHELIN NORTH AMERICA, INC.

Dated as of December ____, 2020

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CONVERSION AND FEE IN LIEU OF TAX AGREEMENT

This CONVERSION AND FEE IN LIEU OF TAX AGREEMENT (this “Agreement”) dated as of September ____, 2020 between ANDERSON COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, and MICHELIN NORTH AMERICA, INC., a New York Corporation authorized to do business in South Carolina acting for itself and any affiliates or other project sponsors (the “Company” and referred to collectively as the “Parties”).

WITNESSETH:

WHEREAS, Anderson County, South Carolina (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 4, Chapter 12 of the Code (the “Original FILOT Act”), Title 12, Chapter 44 of the Code (the “Simplified FILOT Act”); and Title 4, Chapter 1 of the Code (the “Multi-County Park Act”) (collectively, the “Act”) and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve industrial and commercial facilities through which the economic development of the State of South Carolina (the “State”) will be promoted by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, without limitation, negotiated FILOT payments, with respect to such properties; and (iii) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, Michelin North America, Inc., a corporation organized and existing under the laws of the State of New York and authorized to do business in South Carolina (“Michelin”), previously established certain facilities in the County for the production and sale of tires and other legal activities of the Company and its affiliates (the “Project”); and

WHEREAS, pursuant to the Original FILOT Act, the County entered into that certain Lease Agreement between the County, as lessor, and Michelin Tire Corporation, as lessee, dated as of December 1, 1988 (the “1988 Lease”) to lease that portion of the Project consisting of equipment, improvements, and real property for the purpose of providing the Company with FILOT incentives under the Original FILOT Act; and

WHEREAS, pursuant to the 1988 Lease, each portion of the Project is eligible for FILOT incentives for a period of twenty (20) years; and

Whereas, the parties amended the 1988 Lease on December 28, 2007 to provide that the original twenty-year FILOT period shall be extended for ten (10) years so that each portion of the Project is eligible for a Fee in Lieu of Taxes for thirty (30) years; and

WHEREAS, Michelin Tire Corporation changed its name to Michelin North America, Inc. on February 3, 1995; and

WHEREAS, pursuant to the 1988 Anderson County Ordinance #270 and that certain Trust Indenture dated as of December 1, 1988, among the County, Citizens and Southern Trust Company (South Carolina), National Association, and the Company, as purchaser of the Bonds (the "Indenture"), the County issued \$200,000,000 aggregate principal amount Anderson County, South Carolina Industrial Revenue Bonds (Michelin Tire Corporation Series 1988A and Series 1988B) (the "Bonds") in order to finance the costs of the acquisition, construction, installation, expansion, improvement, design and engineering of certain real properties and improvements thereto and the machinery, equipment, fixtures, office production, distribution, research development facilities and furnishings to be installed in the Project; and

WHEREAS, under the Simplified Act, the County may provide FILOT incentives with respect to the Project without the need for the County to hold title to the Project assets subject to the FILOT incentives; and

WHEREAS, because Michelin (the "Company") has an existing FILOT arrangement with the County, Section 12-44-170 of the Simplified FILOT Act permits the Company to "convert" from a title transfer FILOT arrangement under the Original FILOT Act to a non-title transfer FILOT arrangement under the Simplified FILOT Act; and

WHEREAS, pursuant to Section 12-44-170(B) of the Simplified FILOT Act, the County and the Company have determined to convert and re-document the FILOT and other incentive arrangements specified in the Lease (the "Conversion") and, in connection therewith, the County will convey to the Company its right, title and interest in and to the Project and the parties will replace the Lease and related documents in their entirety with the terms of this Agreement; and

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

ARTICLE I

DEFINITIONS

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

"Act" shall mean, collectively, the Simplified FILOT Act and the Multi-County Park Act.

"Administration Expenses" shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including attorneys' fees at the hourly rates which are standard for the applicable legal services to the County, but excluding expenses incurred by the County in defending either challenges to the incentives provided herein by third parties or suits brought by the Company under **Section 9.05** hereof; provided, however, that no such expense shall be considered an Administration Expense unless the County and the Company shall have first agreed, prior to the County incurring such expense, as to the maximum amount thereof or as to the basis for which such expenses will be incurred, and that the County shall have furnished to the Company an itemized statement of all expenses incurred and provided, further, that nothing herein shall be construed as prohibiting the County from engaging the counsel of its choice for matters deemed necessary and prudent by the County.

"Affiliate" shall mean any corporation, limited liability company, partnership or other Person or entity which owns all or part of the Company or which is owned in whole or in part by the Company or by any partner, shareholder or owner of the Company.

"Agreement" shall mean this Conversion and Fee in Lieu of Tax Agreement as originally executed and from time to time supplemented or amended and as a replacement of the Lease.

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

"Co-Investor" shall mean any Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) of the Simplified FILOT Act, any Affiliate of the Company or of any such Sponsor or Sponsor Affiliate, any developer or financial institution in a build-to-suit arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, any financing entity or other third party investing in or providing funds for the Project. The Company shall notify the County in writing of the identity of any other Co-Investor and shall, to the extent the Company and any such Co-Investor intend to extend the benefits of the Negotiated FILOT to property owned by or leased to such Co-Investor pursuant to **Section 7.02** hereof, qualify such Co-Investor as a Sponsor or Sponsor Affiliate pursuant to the Simplified FILOT Act. As of the date of original execution and delivery of this Agreement, the only Co-Investor with respect to the Project is the Company. As of the date of this Agreement, the Company holds title to all assets comprising the Project.

"Company" shall mean Michelin North America, Inc., a New York Corporation authorized to do business in South Carolina, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Section 7.01** hereof or any other assignee hereunder which is designated by the Company and approved by the County.

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

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

"Deficiency Payment" shall have the meaning specified in **Section 6.01(e)** hereof.

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

"Economic Development Property" shall mean, with respect to the Project, each item of real and tangible personal property comprising the Project which was placed in service during the Investment Period; provided, however, such property must meet the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Code, and in each case Non-Qualifying Property is specifically excluded.

"Event of Default" shall mean an Event of Default, as set forth in **Section 9.01** hereof.

"Existing Property" shall mean property previously subject to property taxes under this Agreement pursuant to Section 12-44-110 of the Simplified FILOT Act, including without limitation property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period or after the Investment Period, and property included in the Project as part of the repair, alteration, or modification of such previously taxed property.

"FILOT" shall mean fee in lieu of *ad valorem* property taxes.

"FILOT Payments" or "FILOT Revenues" shall mean the payments to be made with respect to the Project pursuant to **Section 6.01** hereof, including the Negotiated FILOT paid pursuant to **Section 6.01(b)** hereof, and any fee in lieu of tax payments made pursuant to the Multi-County Park Act.

"Investment Period" shall mean the period for completion of the Project, which shall mean the period commencing on January 1, 1989 and ending on December 31, 1995, as specified pursuant to Section 4-12-30(C)(3) and (D)(1)(b) of the Original FILOT Act.

"Land" shall mean the land upon which the Project has been or will be constructed, as described in **Exhibit A** attached hereto, as **Exhibit A** may be supplemented from time to time in accordance with the provisions hereof.

"Lease" shall mean that certain 1988 Lease Agreement between the County, as lessor, and the Company, as lessee, dated as of December 1, 1988.

"Leased Property" shall have the meaning ascribed to it in the Lease.

"Multi-County Park" shall mean the multi-county industrial or business park established pursuant to the Multi-County Park Agreement, and any multi-county industrial or business park which includes the Project and which is designated by the County as such pursuant to any

agreement, which supersedes or replaces the initial Multi-County Park Agreement.

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

"Multi-County Park Agreement" shall mean that certain Multi-County Park Agreement between the County, and Greenville County, South Carolina pertaining to the Project, dated as of October 6, 1998, as amended, supplemented, or replaced from time to time to include all or any portion of the Project.

"Negotiated FILOT" or "Negotiated FILOT Payments" shall mean the FILOT payments due pursuant to **Section 6.01** hereof with respect to that portion of the Project consisting of Economic Development Property which qualifies pursuant to the Simplified FILOT Act for the negotiated assessment ratios and millage rates described in **Section 6.01(b)(ii)** hereof.

"Non-Qualifying Property" shall mean that portion of the facilities located on the Land and consisting of: (i) Existing Property; (ii) except as to Replacement Property, property which the Company places in service after the end of the Investment Period; and (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the Simplified FILOT Act, including without limitation property as to which the Company has terminated the Negotiated FILOT pursuant to **Section 5.03(c)** hereof.

"Original FILOT Act" shall mean Title 4, Chapter 12 of the Code.

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

"Project" shall mean the Land described on **Exhibit A** hereto and, to extent placed in service by the Company or any Co-Investor during the Investment Period; (i) all buildings, structures, fixtures and other real property improvements constructed on the Land; (ii) all machinery, equipment, furnishings and other personal property acquired by or on behalf of the Company for use on or about the Land; and (iii) any Replacement Property replacing portions of the Project.

"Property Tax Year" shall mean the annual period which is equal to the fiscal year of the Company or any other Sponsor or Sponsor Affiliate, *i. e.*, with respect to the Company, the period ending on December 31 of each year.

"Released Property" shall include Economic Development Property which is scrapped, sold, disposed of, or released from this Agreement by the Company pursuant to **Section 5.03(c)** hereof and Section 12-44-50(B) of the Simplified FILOT Act; any portion of the Economic Development Property constituting infrastructure which the Company dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code; and any Economic Development

Property damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

"Replacement Property" shall mean all property installed in or at the Project in substitution of, or as replacement for, any Released Property, regardless of whether such property serves the same function as the property it replaces and regardless of whether more than one piece replaces a single piece of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pertaining to the Project, pursuant to **Section 6.01(d)** hereof and Section 12-44-60 of the Code.

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

"Sponsor" and *"Sponsor Affiliate"* shall mean an entity whose investment with respect to the Project will qualify for the Negotiated FILOT pursuant to **Section 7.02** hereof and Sections 12-44-30(19) or (20) and Section 12-44-130 of the Code. As of the date of original execution and delivery of this Agreement, the only Sponsor or Sponsor Affiliate with respect to the Project is the Company.

"State" shall mean the State of South Carolina.

"Statutory Investment Requirement" shall mean investment with respect to the Project by any one of the Company, any other Sponsor or any Sponsor Affiliate of not less than \$2,500,000.

"Streamlined FILOT Act" shall mean Title 4, Chapter 12 of the Code, as amended through the date of execution and delivery of the Lease.

"Term" shall mean the term of this Agreement, as set forth in **Section 8.01** hereof.

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement and the Negotiated FILOT Payments as set forth herein, the inclusion and maintenance of the Project in the Multi-County Park, and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby and has obtained all consents and approvals required under the Act to carry out its obligations under this Agreement.

(b) The County has determined the Project will serve the purposes of the Act and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly authorized, executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not, to the best knowledge of the undersigned representatives of the County, conflict with or constitute a breach of, or a default under, any South Carolina law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the undersigned representatives of the County, any existing law or the provisions of the Constitution of the State.

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

(e) The County has not sold, assigned, leased, mortgaged, granted easements or rights of way, encumbered, or otherwise conveyed or transferred any of its right, title or interest in the Lease, the Project or other Leased Property except as contemplated by the Lease.

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

(a) The Company is a corporation validly existing and in good standing under the laws of the State of New York and authorized to do business in the State; has all requisite power to enter into this Agreement and to carry out its obligations hereunder;

and by proper action has been duly authorized to execute and deliver this Agreement. The Company's fiscal year end is December 31, and the Company will notify the County of any changes in the fiscal year of the Company.

(b) The Company intends to operate the Project primarily for manufacturing and related activities.

(c) The agreements with the County with respect to the FILOT, and the Multi-County Park were factors in inducing the Company to locate the Project within the County and the State.

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

ARTICLE III

RE-DOCUMENTATION OF INCENTIVES AND CANCELLATION OF BONDS PERTAINING TO PROJECT

Section 3.01. Replacement of Lease and Related Documents. Each party hereby acknowledges that the other is currently in compliance with its obligations under the Lease. The Company and the County also hereby acknowledge and agree that, from and after the execution and delivery of this Agreement: (i) this Agreement shall replace the Lease and any related document in their entirety and as to all matters pertaining to the incentives applicable to the Project and (ii) the Simplified FILOT Act shall govern the Negotiated FILOT arrangements pertaining to the Project. In furtherance of such replacement, the parties agree that the Lease is hereby terminated.

Section 3.02. Conveyance by the County to the Company of Project and Other Leased Property. Simultaneously with the execution and delivery of this Agreement, the County has by delivery of a Quitclaim Deed and Bill of Sale, conveyed or re-conveyed to the Company all assets comprising the Project and other Leased Property which were heretofore titled in the County pursuant to the terms of the Lease. The County covenants and agrees to take such further steps and to execute and deliver such further instruments, agreements or other documents as shall be reasonably required by the Company to evidence or confirm such conveyance.

Section 3.03. Cancellation of Bonds Issued by the County. Each party hereby acknowledges that the other is currently in compliance with its obligations under the Indenture. The Company and the County also hereby acknowledge and agree that, from and after the execution and delivery of this Agreement, the County shall be authorized to do all things necessary to cancel the Bonds (the "Cancellation"). The parties intend that the Cancellation may be

undertaken by the Chairman of the Council without necessity of further proceedings. To the extent additional proceeds are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the Cancellation. In anticipation of execution of the Cancellation, the parties agree that the Bonds are hereby cancelled.

ARTICLE IV

COVENANTS OF COUNTY

Section 4.01. Agreement to Accept FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with **Section 6.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Economic Development Property until this Agreement expires or is sooner terminated.

Section 4.02. Multi-County Park Designation. The County has designated the Project as part of the Multi-County Park pursuant to the Multi-County Park Act and will, to the extent permitted by law, use its best, reasonable efforts to maintain such designation on terms which provide any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks for all jobs created by the Company during the Investment Period. To the extent that any portion of the Project is located within the jurisdictional limits of a municipality, the County's designation of such portion of the Project as part of the Multi-County Park is subject to approval by such municipality under the Multi-County Park Act.

Section 4.03. Commensurate Benefits. The parties acknowledge the intent of this Agreement, in part, is to afford the Company the benefits specified in this **Article IV** in consideration of the Company's decision to locate and continue operating the Project within the County, and this Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is unconstitutional or this Agreement or agreements similar in nature to this Agreement are invalid or unenforceable in any material respect, or should the Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement in any material respect, then at the request of the Company, the County agrees to use its best, reasonable efforts to extend to the Company the intended benefits of this Agreement and agrees, if requested, to enter into a lease purchase agreement with the Company pursuant to Section 12-44-160; Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable, or to take such other steps as may be appropriate to extend to the Company the intended benefits of this Agreement. The Company acknowledges, if a court of competent jurisdiction holds all or part of the Simplified FILOT Act is unconstitutional or otherwise illegal, the Simplified FILOT Act provides the Company must transfer the Economic Development Property to the County within 180 days following such determination in order for the Negotiated FILOT benefits to continue to apply. In such lease purchase agreement, the County, upon the conveyance of title to the Project to the County at the expense of the Company, agrees to lease the Project to the Company.

ARTICLE V

COVENANTS OF COMPANY

Section 5.01. Investment in Project.

(a) The County hereby agrees and acknowledges that the Company has met all investment and job creation requirements with respect to the Project heretofore required by the Lease and/or the Streamlined FILOT Act and that the Company is currently in compliance with all requirements set forth in Lease and all related documents.

(b) Expenditures by Co-Investors shall, together with expenditures by the Company, count toward all investment requirements set forth in this Agreement; including, to the full extent permitted by the Simplified FILOT Act, the Statutory Investment Requirement. Aggregate investment shall generally be determined without regard to depreciation or diminution in value following placement in service at the Project by reference to the property tax returns of the Company and any Co-Investors filed with respect to the Project, including, without limitation, each such entity's SCDOR PT-300 or such comparable forms as to the Department of Revenue may provide in connection with project under the Simplified FILOT Act.

Section 5.02. Title to Project. The Company and/or its designated Co-Investors shall retain title, or other property rights, to its respective portion of the Project throughout the Term of this Agreement, and the Company and any Co-Investor shall have full right to mortgage or encumber the Project in connection with any financing transactions.

Section 5.03. Modification of Project. The Company shall have the right at any time and from time to time during the Term hereof to undertake, or permit a Co-Investor to undertake, any of the following:

(a) The Company or a Co-Investor may, at its own expense, add to the Project all such real and personal property as the Company in its discretion deems useful or desirable, including Economic Development Property qualifying for the Negotiated FILOT under **Section 6.01** hereof without any limit as to the amount thereof.

(b) Subject to the provisions of **Sections 5.04, 6.01(f)(ii) and 9.01** hereof, in any instance when the Company or a Co-Investor in its discretion determines any items included in the Project, including any portion of the Land and any other Economic Development Property, have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company or such Co-Investor may remove such items or portions of the Project from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the County.

(c) Subject to **Section 6.01(f)(ii)** hereof, the Company or a Co-Investor may, at any time and in its discretion by written notice to the County, remove any Economic Development Property, real or personal, from the Negotiated FILOT set forth in this Agreement and retain such property for use as part of its operations in the County, and thereafter such property will be subject to a FILOT under the Multi-County Park Agreement which is equivalent to *ad valorem* taxes.

(d) If the Company or a Co-Investor sells, leases, or otherwise disposes of any portion of, or adds any real property to, the Land, the Company or such Co-Investor shall deliver to the County, within 30 days thereafter, a new **Exhibit A** to this Agreement.

(e) All Economic Development Property sold, leased or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

Section 5.04. Payment of Administration Expenses. The Company will reimburse the County from time to time for its Administration Expenses promptly upon written request therefor, but in no event later than sixty (60) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by this Agreement, and, aside from the attorneys' fees, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions authorized hereby. The parties understand that counsel to the County has estimated its fees and other expenses for review of this Agreement and all resolutions, ordinances and other documentation related thereto at \$5,000.

Section 5.05. Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project as it deems fit for any lawful purpose.

Section 5.06. Records and Reports. The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project it has placed in service in each Property Tax Year during the Investment Period, the amount of investment with respect thereto and computations of all Negotiated FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to Economic Development Property under the Act, including without limitation the reports required by 12-44-90 of the Code (collectively, "Filings"); provided, however, that the parties hereby waive in its entirety the requirement under Section 12-44-55 of the Simplified FILOT Act for a recapitulation of the terms of this Agreement. Specifically, the Company shall provide the following:

(a) Each year during the Term hereof, the Company shall deliver to the County Auditor and the County Assessor a copy of its most recent annual filings made with the Department of Revenue with respect to the Project at the same time as delivery thereof to the Department of Revenue.

(b) The Company shall cause a copy of this Agreement, as well as a copy of the completed Form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of execution and delivery hereof with the County Auditor and the County Assessor of the County and of each county which is a party to the Multi-County Park Agreement, and with the Department of Revenue and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate.

Notwithstanding any other provision of this Section, the Company may, by clear, written designation, conspicuously marked, designate with respect to any Filings delivered to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not knowingly and voluntarily release information, which has been designated as confidential or proprietary by the Company.

ARTICLE VI

FEES IN LIEU OF TAXES

Section 6.01. Payment of Fees in Lieu of *Ad Valorem* Taxes

(a) In accordance with the Simplified FILOT Act, the parties hereby agree that there shall be due annually with respect to that portion of the Project constituting Economic Development Property, whether owned by the Company or by a Sponsor or Sponsor Affiliate, a Negotiated FILOT calculated as set forth in this Section, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. The Negotiated FILOT Payments shall initially be due under current Code requirements on the January 15 following the year in which the County adds the Economic Development Property to its tax rolls, and each January 15 thereafter as set forth in this Agreement. If the Company designates any additional Sponsor or Sponsor Affiliates, as the same shall have been consented to by the County pursuant to **Section 7.02** hereof, the Company must notify the County in writing at the time of such designation as to whether such Sponsor or Sponsor Affiliate shall be primarily liable for all or any portion of the FILOT Payments hereunder. Unless and until such notification is received, and the County consents in writing, the Company shall be primarily liable for all FILOT Payments with respect to the Project.

(b) Subject to adjustment pursuant to the provisions of this **Section 6.01**, the Negotiated FILOT shall be calculated each year in accordance with the following provisions:

(i) For each annual increment of investment in Economic Development Property during the Investment Period, the annual Negotiated FILOT Payment with respect to the Project shall be payable for a period of thirty (30) years, all in accordance with Section 12-44-30(21) of the Simplified FILOT Act. Accordingly,

if such Economic Development Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of thirty (30) years up to an aggregate of thirty-seven (37) years.

(ii) The Negotiated FILOT applicable to the Project shall be calculated using (1) an assessment ratio of 6%; (2) a millage rate of 187.5 mills for the Project, which was the millage rate applicable under the Lease and which rate shall be fixed in accordance with Section 12-44-50(A)(1)(b)(i) of the Code for the entire 30 years specified in clause (i) above for the Project; and (3) the fair market value of such Economic Development Property determined as provided hereinbelow. Such Negotiated FILOT shall be calculated in accordance with the standard fee calculation method specified in accordance with clauses (1) and (2) of Section 12-44-50(A) of the Code.

(iii) For purposes of calculating the Negotiated FILOT provided herein, fair market value shall be determined in accordance with Section 12-44-50(A)(1)(c) of the Code, which, for typical arm's length construction or acquisition, uses the original income tax basis for any real property without regard to depreciation or reassessment and the original income tax basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence).

(iv) All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code.

(v) For purposes of calculating the Negotiated FILOT, Economic Development Property shall not include any Released Property or Non-Qualifying Property.

(c) The Negotiated FILOT Payments with respect to the Project are to be recalculated:

(i) to reduce such payments in the event the Company or any Sponsor or Sponsor Affiliate disposes of any part of the Economic Development Property within the meaning of Section 12-44-50(B) of the Simplified FILOT Act and as provided in **Section 5.03(b)** hereof, by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the Economic Development Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, or otherwise removed from the Project as a result of reasons beyond the control of the Company or any Sponsor or Sponsor Affiliate;

(iii) to increase such payments in the event the Company or any Sponsor or Sponsor Affiliate adds any Economic Development Property (other than Replacement Property) to the Project; or

(iv) to adjust such payments if the Company or any Sponsor or Sponsor Affiliate elects to convert any portion of the Economic Development Property to *ad valorem* taxes or a FILOT equivalent to such *ad valorem* taxes, as permitted by **Section 5.03(c)**;

(d) Upon installation or placing in service of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

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

(ii) The Company shall maintain, or cause to be maintained, records sufficient to identify all Replacement Property, and the Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate, assessment ratio and calculation method applicable to the Released Property it is replacing.

(e) In the event that, for any reason, the Simplified FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company

benefits commensurate with those intended under this Agreement as permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Economic Development Property affected by such circumstances *ad valorem* taxes or the FILOT equivalent and that, to the extent permitted by law, the Company and any affected Sponsors or Sponsor Affiliates shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation or other diminution in value; and (3) to receive all other tax credits which would be due if they were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a “Deficiency Payment”).

(f)

(i) As provided in **Section 5.01(a)** hereof, the County acknowledges that the Company has met all statutory requirements regarding investment in the Project.

(ii) In the event that the Company’s investment in the Project based on an income tax basis without regard to depreciation or other diminution in value falls below the Statutory Investment Requirement, the Project shall thereafter be subject to *ad valorem* taxes or the FILOT equivalent, calculated as set forth in paragraph (e) above.

(iii) As noted in **Section 5.01(a)** above, the County acknowledges that the Company has met all contractual requirements under the Lease regarding investment and job creation at the Project.

(iv) In accordance with the provisions of **Sections 5.01(c)** and **7.02** hereof, except for Existing Property, all property utilized by the Company within the County, whether owned by the Company outright or utilized by the Company pursuant to any financing agreement or any lease or other arrangement with any Co-Investor and whether or not subject to this Agreement, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Act.

(g) Except as otherwise set forth in this Agreement or as otherwise required by the Act, any amounts due to the County under this **Section 6.01** as a Deficiency

Payment or other retroactive payment shall, at the option of the Company, be paid either as a lump sum within one year of receipt by the Company from the County of a written notice requesting the payment thereof, or in five equal annual installments (which shall include interest at the rates required for past due payments of *ad valorem* taxes) beginning on the date which is one year after receipt of such notice. If the Company elects to pay any such amount over such five-year period, the Company shall furnish to the County such security or other assurances as the County may reasonably request in order to secure the payment of such Deficiency Payments.

Section 6.02. Statutory Lien. The parties acknowledge the County's right to receive FILOT Revenues hereunder shall have a statutory lien with respect to the Economic Development Property pursuant to Section 12-44-90(E) of the Simplified FILOT Act and Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

ARTICLE VII

THIRD PARTY ARRANGEMENTS

Section 7.01. Conveyance of Liens and Interests; Assignment. The Company and any Sponsor or Sponsor Affiliate may at any time (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Economic Development Property to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Economic Development Property, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such Economic Development Property, as long as the transferee in any such arrangement leases the Economic Development Property in question to the Company or any other Sponsor or Sponsor Affiliates or any Affiliates thereof or operates such assets for the Company or other Sponsor or Sponsor Affiliate or any Affiliates thereof or is leasing such the Economic Development Property in question from the Company or other Sponsor or Sponsor Affiliate or any Affiliates thereof. In order to preserve the benefits of the Negotiated FILOT hereunder with respect to property so transferred: (i) except in connection with any transfer to an Affiliate of the Company or another Sponsor or Sponsor Affiliate or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company or such other Sponsor or Sponsor Affiliate shall first obtain the written consent of the County which consent shall not be unreasonably withheld and shall be furnished within 30 days of request; and (ii) except when a financing entity which is the income tax owner of all or part of the Economic Development Property is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company hereunder, or when the County consents in writing or when the transfer relates to Released Property pursuant to **Sections 5.03** hereof, no such transfer shall affect or reduce any of the obligations of the Company or such other Sponsor or Sponsor Affiliate hereunder. The Company or such other Sponsor or Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished

to the County and the Department of Revenue a true and complete copy of any such transfer agreement, and the Company or such other Sponsor or Sponsor Affiliate and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required herein, and at the expense of the Company or such other Sponsor or Sponsor Affiliate, the County agrees to execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such other Sponsor or Sponsor Affiliate under this Agreement and/or any release of the Company or such other Sponsor or Sponsor Affiliate pursuant to this **Section 7.01**.

Section 7.02. Sponsors and Sponsor Affiliates. The Company may designate from time to time additional Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of the Company or other Persons described in **Section 7.01(b)** hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Simplified FILOT Act must be approved by Resolution of the County Council. To the extent that a Sponsor or Sponsor Affiliate invests an amount equal to the Statutory Investment Requirement at the Project prior to the end of the Investment Period, the investment by such Sponsor or Sponsor Affiliate shall qualify for the Negotiated FILOT payable under **Section 6.01** hereof (subject to the other conditions set forth herein) in accordance with Section 12-44-30(19) of the Simplified FILOT Act. Because the aggregate investment in the Project prior to the end of the Investment Period by the Company, all Sponsors and Sponsor Affiliates exceeded \$5,000,000 as provided in Section 12-44-30(19) of the Simplified FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the Negotiated FILOT pursuant to **Section 6.01** of this Agreement (subject to the other conditions set forth herein) regardless of whether each such entity invested amounts equal to the Statutory Investment Requirement. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this **Section 7.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service Economic Development Property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Simplified FILOT Act.

ARTICLE VIII

TERM; TERMINATION

Section 8.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executed the Lease, and ending at midnight on

the day the last Negotiated FILOT Payment is made hereunder. In no event shall this Agreement extend beyond January 15, 2026

Section 8.02. Termination. In addition to the rights of the County under Sections 6.01(g) and 9.02, the County and the Company may jointly agree to terminate this Agreement at any time, or the Company, may, at its option, terminate this Agreement at any time, with respect to all or a portion of the Project in which event the Project, or such portion of the Project, shall be subject to *ad valorem* taxes from the date of termination. Notwithstanding termination of this Agreement, the County shall have the same rights to receive payment for any retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the same enforcement rights with respect to such obligations as it would have with respect to *ad valorem* taxes, and the County's rights arising under **Section 6.01** prior to the time of such termination shall survive any such termination.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.01. Events of Default by Company. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company:

(a) if default shall be made in the due and punctual payment of any Negotiated FILOT Payments, which default shall not have been cured within thirty (30) days following receipt of written notice of such default from the County; or

(b) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default; provided, the County may, in its discretion, grant the Company a longer period of time as necessary to cure such default if the Company proceeds with due diligence to cure such default; provided however, that no Event of Default shall exist under this agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company has contested the occurrence of such default.

Failure to meet any investment requirements set forth herein shall not be deemed to be an Event of Default under this Agreement, but may allow the County to terminate or adjust certain benefits hereunder or obligate the Company to make certain additional payments to the County, all as set forth in **Sections 5.04, 8.02 and 6.01(f)** hereof.

Section 9.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies:

(a) terminate this Agreement by delivery of written notice to the Company not less than sixty (60) days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Company pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT pursuant hereto as provided in **Section 5.06** hereof; or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County's rights hereunder, it being the express intent of the parties that the County, without limitation, shall have the same remedies available by law to collect FILOT Payments as if they were delinquent *ad valorem* tax payments, including execution upon the lien referred to in **Section 6.02** hereof.

Notwithstanding termination of this Agreement, the County shall have the same rights to receive payment for any *ad valorem* taxes, including any retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the same enforcement rights, as it would have with respect to *ad valorem* taxes, and the County's rights under **Section 6.01(f)** and this **Section 9.02** with respect to any such payments then due and owing shall survive any such termination.

Section 9.03. Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT Payments hereunder, the Company agrees to pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Code.

Section 9.04. Application of Monies upon Enforcement of Remedies against Company. Any monies received by the County upon enforcement of its rights hereunder shall be applied as follows: first, to the reasonable costs associated with such enforcement proceedings; second, to pay Administration Expenses; third, to pay the Negotiated FILOT in accordance with **Section 6.01** hereof, and, fourth, to other amounts due and payable hereunder.

Section 9.05. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

ARTICLE X

MISCELLANEOUS

Section 10.01. Rights and Remedies Cumulative; Third Party Beneficiary. Each right, power, and remedy of the County or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Company of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers, or remedies.

Section 10.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, any Sponsor or Sponsor Affiliates designated pursuant to **Section 7.02** hereof and their respective successors and assigns as permitted hereunder.

Section 10.03. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Anderson County
Attn.: County Administrator
101 South Main Street
Anderson, South Carolina 29624

(b) with a copy (which shall not constitute notice) to:

Leon Harmon, Esq.
Anderson County Attorney
Post Office Box 8002
Anderson, South Carolina 29622

(c) As to the Company:

Michelin North America, Inc.
Attn: Brock Christ
1 Parkway S.
Greenville, South Carolina 29615

(d) with a copy (which shall not constitute notice) to:

Burnet R. Maybank III, Esq.
Andrew W. Saleeby, Esq.
Nexsen Pruet, LLC
1230 Main Street, Suite 700
Columbia, South Carolina 29201

Section 10.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 10.05. Substantive Terms. It is the intent of the parties hereto that the substantive terms of this Agreement set forth herein to be identical to the terms of the Lease as attached hereto by reference as **Exhibit B**. If there are any inconsistencies set forth herein (except for the statutory different authorities of the Original FILOT Act and the Simplified FILOT Act), the substantive terms of the Lease shall prevail.

Section 10.06. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 10.07. Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 10.08. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular ~~articles~~ or Sections ~~or paragraphs~~ of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 10.09. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 10.10. Amendments. Subject to the limitations set forth in Section 12-44-40(K)(2) of the Simplified FILOT Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 10.11. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 10.12. Further Proceedings. This Agreement in final form shall be approved by ordinance of the County Council. The parties intend that any action to be taken hereinafter by the County pursuant to the express provisions of the final form of this Agreement may be undertaken by the Chairman of the Council without necessity of further proceedings. To the extent additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

[Execution Pages to Follow]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Conversion and Fee in Lieu of Tax Agreement to be effective as of the date first written above.

FOR ANDERSON COUNTY:

By: _____
Tommy Dunn, Chairman
Anderson County Council

[SEAL]

ATTEST:

By: _____
Lacey Croegaert
Anderson County Clerk to Council

MICHELIN NORTH AMERICA, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
LEASE AGREEMENTS

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

)
)
)

**QUITCLAIM DEED
(OF ALL RIGHT, TITLE,
AND INTEREST)**

THIS QUITCLAIM DEED (OF ALL RIGHT, TITLE, AND INTEREST) is given by ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (hereinafter referred to as "Grantor"), to MICHELIN NORTH AMERICA, INC. (fka Michelin Tire Corporation), a Corporation organized and existing under the laws of the State of New York, and qualified to do business in South Carolina, with a mailing address of One Parkway South, Post Office Box 19001, Greenville, South Carolina 29602-9001 (hereinafter referred to as "Grantee").

RECITALS:

WHEREAS, Grantor, as lessor, and Grantee, as lessee, are parties to that certain Lease Agreement dated as of December 1, 1988 (the "Lease") and recorded in the office of the Anderson County Register of Deeds (the "Recording Office") at Book 777, Page 001 pertaining to certain property owned by Grantor (as hereinafter described in more detail, the "Property"); and

WHEREAS, Grantee has determined to exercise its option to purchase the Property pursuant to Section 5.2 of the Lease; and

WHEREAS, Grantee has satisfied all of the requirements set forth in the Lease for the purchase of the Property; and

WHEREAS, Grantor desires and intends hereby to release, remise, and forever quitclaim to Grantee any and all interest in the Property heretofore titled in Grantor.

GRANT:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Grantor, for and in consideration of the sum of One and No/100 Dollar (\$1.00), lawful money of the United States, and no other valuable consideration, to it well and truly paid by Grantee, at and before the sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, has hereby released, remised, and quitclaimed, and by these presents does hereby release, remise, and forever quitclaim unto the said Grantee, its successors and assigns, forever, all of Grantor's right, title, and interest in and to the following described property, including any and all fixtures and improvements thereon (the "Property"):

See Exhibit A attached hereto and incorporated herein by reference.

GRANTEE'S MAILING ADDRESS: One Parkway South, Post Office Box 19001, Greenville, South Carolina 29602-9001

TOGETHER with all and singular, the rights, members, buildings, improvements, and fixtures situated on the Property and all hereditaments and appurtenances to the Property belonging or in anywise incident or appertaining and all of the estate and rights of the Grantor in and to the Property.

TO HAVE AND TO HOLD all and singular the said premises and interest quitclaimed above unto Grantee and the successors and assigns of Grantee, forever, so that neither Grantor, nor the successors or assigns of Grantor nor any other person or persons claiming under Grantor, or any of them,

shall at any time hereafter, by any way or means, have, claim or demand any right or title to the Property or appurtenances or any part or parcel thereof, forever.

[SIGNATURE PAGE ATTACHED]

WITNESS Grantor's hand and seal effective as of the ____ day of _____, 2020.

SIGNED, SEALED AND DELIVERED

GRANTOR:

IN THE PRESENCE OF:

FOR ANDERSON COUNTY:

Witness Number 1

By: _____ (SEAL)
Tommy Dunn, Chairman
Anderson County Council

Witness Number 2

ATTEST:

By: _____ (SEAL)
Lacey Croegaert
Anderson County Clerk to Council

STATE OF SOUTH CAROLINA

)

)

ACKNOWLEDGMENT

COUNTY OF ANDERSON

)

I, _____ a notary public for the State of South Carolina, do hereby certify that ANDERSON COUNTY, SOUTH CAROLINA, by Tommy Dunn, its Chairman of County Council, and attested to by Lacey Croegaert, its Clerk to County Council, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal (where an official seal is required by law) official seal, this ____ day of _____, 2020.

_____(SEAL)
Signature of Notary Public
My Commission Expires:_____

EXHIBIT A

DESCRIPTION OF PROPERTY CONVEYED:

**THIS INSTRUMENT WAS PREPARED BY AND UPON COMPLETION OF
RECORDATION PROCESS, PLEASE RETURN TO:**

**BURNET R. MAYBANK III, ESQUIRE
ANDREW W. SALEEBY, ESQUIRE
NEXSEN PRUET, LLC
POST OFFICE BOX 2426
COLUMBIA, SOUTH CAROLINA 29202**

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located in the County of Anderson, bearing Anderson County Tax Map Number _____, and was transferred by Anderson County, South Carolina to Michelin North America, Inc. on the date shown on the foregoing deed.
3. Check one of the following: The deed is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) exempt from the deed recording fee because (See Information Section of Affidavit): #1 (If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.). Exemption (1) (\$1.00).
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$_____.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes _____ or No _____ to the following: A lien or encumbrance on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (a) _____ Place the amount listed in item 4 above here: \$_____
 - (b) _____ Place the amount listed in item 5 above here: \$_____
 - (If no amount is listed, place zero here.)
 - (c) _____ Subtract Line 6(b) from Line 6(a) and place result here: \$_____
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$_____.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this _____
_____ (SEAL)
day of _____, 2020
Notary Public for _____
My Commission Expires: _____

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

INFORMATION

Except as provided in this paragraph, the term “value” means “the consideration paid or to be paid in money or money’s worth for the realty.” Consideration paid or to be paid in money’s worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership

interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money’s worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, “value” means the realty’s fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by

the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;

(9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);

(10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;

(11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,

(12) that constitute a corrective deed or a quitclaim used to confirm title vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.

County further agreed in the Fee Agreement to convey, and has conveyed, to the Company its right, title and interest in and to the Project.

In order to effect cancellation of the Bonds, the Company agrees to simultaneously herewith pay to the order of Citizens and Southern Trust Company (South Carolina), National Association, or its successor or successors in interest with regard to the Indenture (the "Trustee"), the principal of the Bonds issued and secured thereunder, the interest due or to become due thereon, and all sums of money due or to become due to the Trustee in accordance with the terms and provisions of the Indenture.

In consideration of the County's conveyance of the Project to the Company, the Company and the County hereby agree, affirm, and ratify that the Bonds have been cancelled and agree that the County shall have no further obligation to the Company thereunder.

IN WITNESS WHEREOF, I have hereunto set my hand effective as of the ____ day of _____, 2020.

MICHELIN NORTH AMERICA, INC.

By: _____
Name: _____
Title: _____

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

Rusty Burns
Anderson County Administrator

As contemplated by the bond ordinance, the Mitchell Tire Corporation (the "Company") is to convey title to the project to the county in phases on or before the date of issuance of each series of bonds by title of sale and, if any real property is included in the phase, by title to real estate. Pursuant to a Lease Agreement between the county and the Company, the County has agreed to lease the project (and each phase thereof) back to the Company in return for rental payments that are exactly equal and fully sufficient to make the payments due under the bonds by the county.

Pursuant to a bond ordinance dated December 30, 1933 (the "bond ordinance"), the Anderson County Council authorized the issuance of Anderson County, South Carolina Industrial Revenue Bonds in an aggregate principal amount not exceeding \$400,000,000 for one or more series through December 31, 1933 (the "bonds") for the purpose of financing the costs of the acquisition, construction and installation of additional or improved machinery and equipment, buildings, improvements, or fixtures constituting an expansion or improvement of the Mitchell Tire Corporation's existing manufacturing facility in Anderson County, South Carolina. The project in Anderson County is an integral part of a project involving an expansion of the Mitchell Tire Corporation's manufacturing facilities in Anderson, Lexington and Spartanburg Counties, South Carolina and is: (1) part of a project within the meaning of section 4-29-10 of the bond act which is located in one or more counties; (2) a project which involves an initial investment of at least \$25,000,000 within the meaning of section 4-29-07 of the bond act; (3) a project which, at the time of the issuance of the bonds which are a part of the project, shall have involved expenditures of at least \$25,000,000; and/or (4) a project which shall involve an initial investment of at least \$25,000,000 in Anderson County.

RECEIPTS

STATE OF SOUTH CAROLINA)
 COUNTY OF ANDERSON)
 TITLE TO REAL ESTATE

1933 Real Property (Transfer)

Anderson County,
 South Carolina,
 Main Street
 Anderson, South Carolina 29621

19372

[Handwritten signature]
 BY *[Handwritten signature]*
 SIGNED, sealed and delivered MICHELETTI THE CORPORATION (GRANTOR) in the presence of

IN WITNESS WHEREOF, the grantor has caused its corporate seal to be affixed hereto and these presents to be subscribed by its duly authorized officer, as of the 15th day of December, 1933.

AND LASTLY, the grantor does hereby bind itself and its successors to warrant and forever defend all and singular said premises unto the grantee and the grantee's successors and assigns against the grantor and its successors and assigns every person whatsoever lawfully claiming or to claim the same or any part thereof.

TO HAVE AND TO HOLD all and singular the above-described parcels of land and premises, together with all and singular the rights, members, hereditaments, improvements, easements and appurtenances thereto belonging or in any wise appertaining (collectively the "premises") unto the grantee, and the grantee's successors and assigns, forever.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that MICHELETTI THE CORPORATION, a corporation duly qualified to transact business in the state of South Carolina ("grantor"), for and in consideration of the sum of Eight Hundred Thirty-four thousand two hundred Eighty-six (\$834,286.00) Dollars, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and retained, and by these presents does grant, bargain, sell and release unto ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate and political subdivision of the state of South Carolina ("grantee"), its successors and assigns, the real property described in the attached Exhibit A.

RECORDED
INDEXED
OCT 27 1990

My commission expires:

Henry Public Notary Carolina

day of _____, 1990.

to be before me this

10.2.90

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Michael in the Corporation, by its duly authorized officer, sign, seal and as the not and deed, deliver the within written title to Neal Kravitz and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROVATE

BOOK 1076 PAGE 205

RECORDED IN THE OFFICE OF THE CLERK OF COURTS
ANDREWS COUNTY, SOUTH CAROLINA
DECEMBER 25, 1939

RECORDED IN THE OFFICE OF THE CLERK OF COURTS
ANDREWS COUNTY, SOUTH CAROLINA
DECEMBER 25, 1939
BOOK 1076 PAGE 205

FILED FOR RECORD
ANDREWS COUNTY, S.C.
DEC 27 11 AM '39

COMMENCING AT A SPIKE SET IN THE RIGHT OF WAY OF S.C. ROAD 4-43
AT A JOINT CORNER OF PROPERTY OF MICHAEL FIRE CORPORATION AND
PROPERTY NOW OR FORMERLY OF MOUNT STON CHURCH AND PROCEEDING
N. 45-33W, A DISTANCE OF 136.66 FEET TO A POINT MARKING THE POINT
OF BEGINNING; THENCE N. 45-33W, 122.00 FEET TO A POINT; THENCE
N. 45-31E, 61.00 FEET TO A POINT; THENCE N. 80-11E, 209.21 FEET TO
A POINT; THENCE S. 45-33W, 28.44 FEET TO A POINT; THENCE S. 40-31W,
222.03 FEET TO THE POINT MARKING THE POINT OF BEGINNING.

31,876 SQUARE FOOT PARKING AREA

All that certain place, parcel or lot of land situate, lying and
being on the northern side of S.C. Road 4-43 in the County of
Anderson, State of South Carolina, containing 31,876 square feet
and designated as a "parking area" as shown on plat of survey of
property of Michael Fire Corporation dated December 25, 1939, by
John A. Simons, R.L.S., and having, according to said plat, the
following notes and bounds, to-wit:

1939 Real Property and 1939 Improvements

Anderson County, South Carolina

EXHIBIT A

BOOK 1076 PAGE 205

EXHIBIT A (Continued)

Anderson County, South Carolina

1988 Real Property and 1988 Improvements
for December 1990 Delivery

All these certain pieces, parcels or lots of land situate, lying and being on the northern side of S.C. Road S.4-62 in the County of Anderson, State of South Carolina as shown on plat of survey of property of Michelin Tire Corporation dated December 29, 1989 and revised December 13, 1990 by John A. Simons, R.L.S. and having, according to said plat, the following metes and bounds, to-wit:

Building 2-432

Commencing at a spike set in the right of way of S.C. Road S.4-62 at a joint corner of property of Michelin Tire Corporation and property now or formerly of Mount Zion Church and proceeding N. 49-29 W. a distance of 717.94 feet to a point and N. 40-31 E. a distance of 1370.36 feet to a point marking the POINT OF BEGINNING; thence N. 49-29 W. 112.75 feet to a point; thence N. 40-31 E. 41.92 feet to a point; thence S. 49-29 E. 112.75 feet to a point; thence S. 40-31 W. 41.92 feet to a point, the POINT OF BEGINNING.

Building 2-435

Commencing at a spike set in the right of way of S.C. Road S.4-62 at a joint corner of property of Michelin Tire Corporation and property now or formerly of Mount Zion Church and proceeding N. 49-29 W. a distance of 668.44 feet and N. 40-31 E. 838.36 feet to a point marking the POINT OF BEGINNING; thence N. 49-29 W. 94.25 feet to a point; thence N. 40-31 E. 102 feet to a point; thence S. 49-29 E. 94.25 feet to a point; thence S. 40-31 W. 102 feet to a point, the POINT OF BEGINNING.

Building 2-436

Commencing at a spike set in the right of way of S.C. Road S.4-62 at a joint corner of property of Michelin Tire Corporation and property now or formerly of Mount Zion Church and proceeding N. 49-29 W. a distance of 829.69 feet and N. 40-31 E. 701.36 feet to a point and N. 49-29 W. 228 feet to a point and N. 40-31 E. 136 feet to a point marking the POINT OF BEGINNING; thence N. 40-31 E. 102 feet to a point; thence S. 49-29 E. 195 feet to a point; thence S. 40-31 W. 102 feet to a point; thence N. 49-29 W. 195 feet to a point, the POINT OF BEGINNING.

Commencing at a spike set in the right of way of S.C. Road S.4-62 at a joint corner of property of Michellin Fire Corporation and property now or formerly of Mount Zion Church and proceeding N. 49-29 W. a distance of 1612.99 feet to a point marking the POINT OF BEGINNING; thence N. 49-29 W. 296.66 feet to a point marking the POINT OF BEGINNING; thence N. 49-29 W. 26 feet to a point; thence N. 40-31 E. 50.66 feet to a point; thence S. 49-29 E. 26 feet to a point; thence S. 40-31 W. 60.66 feet to a point; the POINT OF BEGINNING.

BUILDING 478

Commencing at a spike set in the right of way of S.C. Road S.4-62 at a joint corner of property of Michellin Fire Corporation and property now or formerly of Mount Zion Church and proceeding N. 49-29 W. a distance of 1326.39 feet and N. 40-31 E. 1171.36 feet to a point marking the POINT OF BEGINNING; thence N. 49-29 W. 31.25 feet to a point; thence N. 40-31 E. 67 feet to a point; thence S. 49-29 E. 31.25 feet to a point; thence S. 40-31 W. 67 feet to a point; the POINT OF BEGINNING.

BUILDING 479

Commencing at a spike set in the right of way of S.C. Road S.4-62 at a joint corner of property of Michellin Fire Corporation and property now or formerly of Mount Zion Church and proceeding N. 49-29 W. a distance of 1466.79 feet and N. 40-31 E. 662.01 feet to a point marking the POINT OF BEGINNING; thence N. 49-29 W. 128 feet to a point; thence N. 40-31 E. 51 feet to a point; thence S. 49-29 E. 128 feet to a point; thence S. 40-31 W. 51 feet to a point; the POINT OF BEGINNING.

BUILDING 2-124

Commencing at a spike set in the right of way of S.C. Road S.4-62 at a joint corner of property of Michellin Fire Corporation and property now or formerly of Mount Zion Church and proceeding N. 49-29 W. a distance of 1447.03 feet and N. 40-31 E. 796.82 feet to a point marking the POINT OF BEGINNING; thence N. 49-29 W. 94.18 feet to a point; thence N. 40-31 E. 41.54 feet to a point; thence S. 49-29 E. 94.18 feet to a point; thence S. 40-31 W. 41.54 feet to a point; the POINT OF BEGINNING.

BUILDING 128

Commencing at a spike set in the right of way of S.C. Road S.4-62 at a joint corner of property of Michellin Fire Corporation and property now or formerly of Mount Zion Church and proceeding N. 49-29 W. a distance of 929.69 feet to a point and N. 40-31 E. 702.36 feet to a point marking the POINT OF BEGINNING; thence N. 49-29 W. 413 feet to a point; thence N. 40-31 E. 138 feet to a point; thence S. 49-29 E. 413 feet to a point; thence S. 40-31 W. 99 feet to a point; thence N. 49-29 E. 308 feet to a point; thence S. 40-31 W. 17 feet to a point; thence N. 49-29 W. 308 feet to a point; thence S. 40-31 W. 30 feet to a point; the POINT OF BEGINNING.

BUILDING 2-127

BOOK 111 PAGE 263

COMMENCING AT A PLIKE SET IN THE RIGHT OF WAY OF S.C. ROAD 8-6-
 62 AT A JOINT CORNER OF PROPERTY OF NICHOLIN FIRE CORPORATION AND
 PROPERTY NOW OR FORMERLY OF MOUNT STAN CHURCH AND PROCEEDING N.
 49-29 W. A DISTANCE OF 121.24 FEET AND N. 40-21 E. 374.03 FEET
 TO A POINT MARKING THE POINT OF BEGINNING; CHANGE N. 49-29 W.
 1097.75 FEET TO A POINT; CHANGE N. 40-21 E. 60 FEET TO A POINT;
 CHANGE N. 49-29 E. 215 FEET TO A POINT; CHANGE N. 40-21 E. 40.50
 FEET TO A POINT; CHANGE S. 49-29 E. 25 FEET TO A POINT; CHANGE S.
 40-21 W. 40.50 FEET TO A POINT; CHANGE N. 49-29 W. 497.75 FEET TO
 A POINT; CHANGE S. 40-21 W. 60 FEET TO A POINT; THE POINT OF
 BEGINNING.

BOOK 111 PAGE 263 BUILDING 1-111

BILL OF SALE

THIS BILL OF SALE (this “Bill of Sale”) is given by ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), to Michelin North America, Inc., a corporation organized and existing under the laws of the State of New York and qualified to do business in South Carolina (the “Company”).

RECITALS:

WHEREAS, the County, as lessor, and the Company, as lessee, are parties to that certain Lease Agreement dated as of December 1, 1988 (the “Lease”) pertaining to certain personal property owned by the County described in Exhibit A attached hereto (the “Property”); and

WHEREAS, the Company has determined to exercise its option to purchase the Property pursuant to Section 5.2 of the Lease; and

WHEREAS, the Company has satisfied all of the requirements set forth in the Lease for the purchase of the Property; and

WHEREAS, the County desires and intends hereby to convey to the Company any and all interest in the Property heretofore titled in the County pursuant to the terms of the Lease.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the County, for and in consideration of the sum of One and No/100 Dollar (\$1.00), lawful money of the United States, and no other valuable consideration, to it well and truly paid by the Company, at or before the ensealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey to the Company all of the County’s right, title and interest, if any, in and to all of the Property, including, without limitation, all machinery, equipment, fixtures and other personal property located on or about the real property more particularly described on Exhibit A-1 attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same unto the Company, its successors and assigns, absolutely.

This Bill of Sale is made, executed, and delivered pursuant to the Lease.

[SIGNATURE PAGE ATTACHED]

WITNESS the County's hand and seal effective as of the _____ day of _____, 2020.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____ (SEAL)
Tommy Dunn, Chairman
Anderson County Council

Attest:

By: _____ (SEAL)
Lacey Croegaert
Anderson County Clerk to Council

EXHIBIT A

All machinery, equipment, fixtures and personal property of every kind and only to the extent Anderson County holds title thereto, located at and installed upon or used on or about those certain manufacturing and distribution facilities constructed on the property more particularly described on Exhibit A-1 attached to this Bill of Sale.

EXHIBIT A-1

(e) because Michelin (the “Company”) has an existing FILOT arrangement with the County, Section 12-44-170 of the Simplified FILOT Act permits the Company to “convert” from a title transfer FILOT arrangement under the Original FILOT Act to a non-title transfer FILOT arrangement under the Simplified FILOT Act;

(f) pursuant to Section 12-44-170(B) of the Simplified FILOT Act, the County and the Company have determined to convert and re-document the FILOT and other incentive arrangements specified in the Lease (the “Conversion”) and, in connection therewith, the County will convey to the Company its right, title and interest in and to the Project and the parties will replace the Lease and related documents in their entirety with a Conversion and Fee in Lieu of Tax Agreement (the “Fee Agreement”);

(g) simultaneously with the replacement of the Lease and related documents by the Conversion, the County shall convey and/or re-convey, as the case may be, to the Company all assets comprising the Project currently titled in the County in accordance with the terms of the Lease;

(h) all such matters are to be undertaken in accordance with the terms and provisions of the Fee Agreement now before this meeting and such Fee Agreement is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

Section 2. Approval and Execution of Fee Agreement.

(a) The County agrees to convert and re-document the FILOT and other incentives set forth in the Lease and related documents in their entirety with the Fee Agreement and the Simplified Fee Act shall govern the FILOT arrangements pertaining thereto. In furtherance of such replacement, the parties agree that the Lease will be terminated and the County will convey to the Company its right, title and interest in and to any assets comprising the Project.

(b) The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and hereby are approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company.

(c) The Fee Agreement, attached hereto as **EXHIBIT A** is to be in substantially the form now before this meeting and hereby approved, or with any changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of Fee Agreement now before this meeting.

(d) The County shall, simultaneously with the execution and delivery of the Fee Agreement, convey to the Company title to the Project.

Section 3. Authority to Act.

The Chairman of the Council and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the Fee Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

Section 4. Controlling Provisions.

This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina. To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Anderson County Code or other County ordinances, resolutions or orders, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. Severability.

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

Section 6. Effective Date.

All orders, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force upon adoption by the Council.

[EXECUTION PAGE TO FOLLOW]

AND IT IS SO ORDAINED

Dated this ____ day of _____, 2020.

[SEAL]

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Anderson County Clerk to Council

Approved As to Form

Leon C. Harmon
Anderson County Attorney

First Reading: October 6, 2020
Public Hearing: _____, 2020
Second Reading: _____, 2020
Third Reading: _____, 2020

CONVERSION AND FEE IN LIEU OF TAX AGREEMENT

CONVERTING AND TRANSFERRING THE PROPERTY SUBJECT TO EXISTING FEE-IN-LIEU OF PROPERTY TAXES ARRANGEMENT UNDER TITLE 4, CHAPTER 12 OF THE SOUTH CAROLINA CODE 1976, AS AMENDED, TO A FEE IN-IN-LIEU OF PROPERTY TAXES ARRANGEMENT UNDER TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

MICHELIN NORTH AMERICA, INC.

Dated as of December _____, 2020

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CONVERSION AND FEE IN LIEU OF TAX AGREEMENT

This CONVERSION AND FEE IN LIEU OF TAX AGREEMENT (this “Agreement”) dated as of September ____, 2020 between ANDERSON COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, and MICHELIN NORTH AMERICA, INC., a New York Corporation authorized to do business in South Carolina acting for itself and any affiliates or other project sponsors (the “Company” and referred to collectively as the “Parties”).

WITNESSETH:

WHEREAS, Anderson County, South Carolina (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 4, Chapter 12 of the Code (the “Original FILOT Act”), Title 12, Chapter 44 of the Code (the “Simplified FILOT Act”); and Title 4, Chapter 1 of the Code (the “Multi-County Park Act”) (collectively, the “Act”) and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve industrial and commercial facilities through which the economic development of the State of South Carolina (the “State”) will be promoted by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, without limitation, negotiated FILOT payments, with respect to such properties; and (iii) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, Michelin North America, Inc., a corporation organized and existing under the laws of the State of New York and authorized to do business in South Carolina (“Michelin”), previously established certain facilities in the County for the production and sale of tires and other legal activities of the Company and its affiliates (the “Project”); and

WHEREAS, pursuant to the Original FILOT Act, the County entered into that certain Lease Agreement between the County, as lessor, and Michelin North America, Inc., as lessee, dated as of December 1, 1996 (the “1996 Lease”) to lease to Michelin that portion of the Project consisting of equipment, improvements, and real property for the purpose of providing Michelin with FILOT incentives under the Original FILOT Act; and

WHEREAS, pursuant to Anderson County Ordinance 96-024 and that certain Trust Indenture dated as of December 1, 1996, among the County, First Union National Bank of South Carolina, National Association, and the Company (the “Indenture”), the County issued \$300,000,000 aggregate principal amount Anderson County, South Carolina Industrial Revenue Bonds (Michelin North America, Inc. Project) (the “Bonds”) in order to finance the costs of the

acquisition, construction, installation, expansion, improvement, design and engineering of certain real properties and improvements thereto and the machinery, equipment, fixtures, office production, distribution, research development facilities and furnishings to be installed in the Project; and

WHEREAS, pursuant to the 1996 Lease, the Company was eligible for FILOT incentives on property placed in service at the Project on or prior to December 31, 2004, or on or prior to December 31, 2006 in the event of an extension (the “Original Investment Period”), for a period of thirty (30) years from the date such property was placed in service; and

WHEREAS, the Parties modified the 1996 Lease by executing an Addendum to Lease Agreement on December 1, 1999 (the “Addendum”) to provide for varying millage rates with regard to a New Facility developed by the Company, with such New Facility defined as “a new facility located in the County at the intersection of Hillhouse Drive and Cleveland Road;” and

WHEREAS, the parties amended the 1996 Lease on December 31, 2003 to extend the Original Investment Period to make eligible for FILOT incentives property placed in service at the Project through December 31, 2011; and

WHEREAS, the parties amended the 1996 Lease on February 21, 2012 to amend the period for which property placed in service during the Investment Period is eligible for FILOT incentives from thirty (30) years to forty (40) years; and

WHEREAS, under the Simplified Act, the County may provide FILOT incentives with respect to the Project without the need for the County to hold title to the Project assets subject to the FILOT incentives; and

WHEREAS, because Michelin (the “Company”) has an existing FILOT arrangement with the County, Section 12-44-170 of the Simplified FILOT Act permits the Company to “convert” from a title transfer FILOT arrangement under the Original FILOT Act to a non-title transfer FILOT arrangement under the Simplified FILOT Act; and

WHEREAS, pursuant to Section 12-44-170(B) of the Simplified FILOT Act, the County and the Company have determined to convert and re-document the FILOT and other incentive arrangements specified in the Lease (the “Conversion”) and, in connection therewith, the County will convey to the Company its right, title and interest in and to the Project and the parties will replace the Lease and related documents in their entirety with the terms of this Agreement; and

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

ARTICLE I

DEFINITIONS

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

"Act" shall mean, collectively, the Simplified FILOT Act and the Multi-County Park Act.

"Administration Expenses" shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including attorneys' fees at the hourly rates which are standard for the applicable legal services to the County, but excluding expenses incurred by the County in defending either challenges to the incentives provided herein by third parties or suits brought by the Company under **Section 9.05** hereof; provided, however, that no such expense shall be considered an Administration Expense unless the County and the Company shall have first agreed, prior to the County incurring such expense, as to the maximum amount thereof or as to the basis for which such expenses will be incurred, and that the County shall have furnished to the Company an itemized statement of all expenses incurred and provided, further, that nothing herein shall be construed as prohibiting the County from engaging the counsel of its choice for matters deemed necessary and prudent by the County.

"Affiliate" shall mean any corporation, limited liability company, partnership or other Person or entity which owns all or part of the Company or which is owned in whole or in part by the Company or by any partner, shareholder or owner of the Company.

"Agreement" shall mean this Conversion and Fee in Lieu of Tax Agreement as originally executed and from time to time supplemented or amended and as a replacement of the Lease.

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

"Co-Investor" shall mean any Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) of the Simplified FILOT Act, any Affiliate of the Company or of any such Sponsor or Sponsor Affiliate, any developer or financial institution in a build-to-suit arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, any financing entity or other third party investing in or providing funds for the Project. The Company shall notify the County in writing of the identity of any other Co-Investor and shall, to the extent the Company and any such Co-Investor intend to extend the benefits of the Negotiated FILOT to property owned by or leased to such Co-Investor pursuant to **Section 7.02** hereof, qualify such Co-Investor as a Sponsor or Sponsor Affiliate pursuant to the Simplified FILOT Act. As of the date of original execution and delivery of this Agreement, the only Co-Investor with

respect to the Project is the Company. As of the date of this Agreement, the Company holds title to all assets comprising the Project.

"*Company*" shall mean Michelin North America, Inc., a New York Corporation authorized to do business in South Carolina, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Section 7.01** hereof or any other assignee hereunder which is designated by the Company and approved by the County.

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

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

"*Deficiency Payment*" shall have the meaning specified in **Section 6.01(e)** hereof.

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

"*Economic Development Property*" shall mean, with respect to the Project, each item of real and tangible personal property comprising the Project which was placed in service during the Investment Period; provided, however, such property must meet the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Code, and in each case Non-Qualifying Property is specifically excluded.

"*Event of Default*" shall mean an Event of Default, as set forth in **Section 9.01** hereof.

"*Existing Property*" shall mean property previously subject to property taxes under this Agreement pursuant to Section 12-44-110 of the Simplified FILOT Act, including without limitation property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period or after the Investment Period, and property included in the Project as part of the repair, alteration, or modification of such previously taxed property.

"*FILOT*" shall mean fee in lieu of *ad valorem* property taxes.

"*FILOT Payments*" or "*FILOT Revenues*" shall mean the payments to be made with respect to the Project pursuant to **Section 6.01** hereof, including the Negotiated FILOT paid pursuant to **Section 6.01(b)** hereof, and any fee in lieu of tax payments made pursuant to the Multi-County Park Act.

"*Investment Period*" shall mean the period for completion of the Project, which shall mean the period commencing on January 1, 1996 and ending on December 31, 2011, as specified pursuant to Section 4-12-30(C)(3) and (D)(1)(b) of the Original FILOT Act.

"*Land*" shall mean the land upon which the Project has been or will be constructed, as described in **Exhibit A** attached hereto, as **Exhibit A** may be supplemented from time to time in

accordance with the provisions hereof.

"Lease" shall mean that certain 1996 Lease Agreement between the County, as lessor, and the Company, as lessee, dated as of December 1, 1996.

"Leased Property" shall have the meaning ascribed to it in the Lease.

"Multi-County Park" shall mean the multi-county industrial or business park established pursuant to the Multi-County Park Agreement, and any multi-county industrial or business park which includes the Project and which is designated by the County as such pursuant to any agreement, which supersedes or replaces the initial Multi-County Park Agreement.

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

"Multi-County Park Agreement" shall mean that certain Multi-County Park Agreement between the County and Greenville County, South Carolina pertaining to the Project, dated as of October 6, 1998, as amended, supplemented, or replaced from time to time to include all or any portion of the Project.

"Negotiated FILOT" or "Negotiated FILOT Payments" shall mean the FILOT payments due pursuant to **Section 6.01** hereof with respect to that portion of the Project consisting of Economic Development Property which qualifies pursuant to the Simplified FILOT Act for the negotiated assessment ratios and millage rates described in **Section 6.01(b)(ii)** hereof.

"New Facility" shall have the meaning ascribed to it in the recitals above.

"Non-Qualifying Property" shall mean that portion of the facilities located on the Land and consisting of: (i) Existing Property; (ii) except as to Replacement Property, property which the Company places in service after the end of the Investment Period; and (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the Simplified FILOT Act, including without limitation property as to which the Company has terminated the Negotiated FILOT pursuant to **Section 5.03(c)** hereof.

"Original FILOT Act" shall mean Title 4, Chapter 12 of the Code.

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

"Project" shall mean the Land described on **Exhibit A** hereto and, to extent placed in service by the Company or any Co-Investor during the Investment Period; (i) all buildings, structures, fixtures and other real property improvements constructed on the Land; (ii) all machinery, equipment, furnishings and other personal property acquired by or on behalf of the

Company for use on or about the Land; and (iii) any Replacement Property replacing portions of the Project.

"Property Tax Year" shall mean the annual period which is equal to the fiscal year of the Company or any other Sponsor or Sponsor Affiliate, *i. e.*, with respect to the Company, the period ending on December 31 of each year.

"Released Property" shall include Economic Development Property which is scrapped, sold, disposed of, or released from this Agreement by the Company pursuant to **Section 5.03(c)** hereof and Section 12-44-50(B) of the Simplified FILOT Act; any portion of the Economic Development Property constituting infrastructure which the Company dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code; and any Economic Development Property damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

"Replacement Property" shall mean all property installed in or at the Project in substitution of, or as replacement for, any Released Property, regardless of whether such property serves the same function as the property it replaces and regardless of whether more than one piece replaces a single piece of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pertaining to the Project, pursuant to **Section 6.01(d)** hereof and Section 12-44-60 of the Code.

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

"Sponsor" and *"Sponsor Affiliate"* shall mean an entity whose investment with respect to the Project will qualify for the Negotiated FILOT pursuant to **Section 7.02** hereof and Sections 12-44-30(19) or (20) and Section 12-44-130 of the Code. As of the date of original execution and delivery of this Agreement, the only Sponsor or Sponsor Affiliate with respect to the Project is the Company.

"State" shall mean the State of South Carolina.

"Statutory Investment Requirement" shall mean investment with respect to the Project by any one of the Company, any other Sponsor or any Sponsor Affiliate of not less than \$2,500,000.

"Streamlined FILOT Act" shall mean Title 4, Chapter 12 of the Code, as amended through the date of execution and delivery of the Lease.

"Term" shall mean the term of this Agreement, as set forth in **Section 8.01** hereof.

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement and the Negotiated FILOT Payments as set forth herein, the inclusion and maintenance of the Project in the Multi-County Park, and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby and has obtained all consents and approvals required under the Act to carry out its obligations under this Agreement.

(b) The County has determined the Project will serve the purposes of the Act and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly authorized, executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not, to the best knowledge of the undersigned representatives of the County, conflict with or constitute a breach of, or a default under, any South Carolina law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the undersigned representatives of the County, any existing law or the provisions of the Constitution of the State.

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

(e) The County has not sold, assigned, leased, mortgaged, granted easements or rights of way, encumbered, or otherwise conveyed or transferred any of its right, title or interest in the Lease, the Project or other Leased Property except as contemplated by the Lease.

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

(a) The Company is a corporation validly existing and in good standing under the laws of the State of New York and authorized to do business in the State; has all requisite power to enter into this Agreement and to carry out its obligations hereunder; and by proper action has been duly authorized to execute and deliver this Agreement. The Company's fiscal year end is December 31, and the Company will notify the County of any changes in the fiscal year of the Company.

(b) The Company intends to operate the Project primarily for manufacturing and related activities.

(c) The agreements with the County with respect to the FILOT, and the Multi-County Park were factors in inducing the Company to locate the Project within the County and the State.

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

ARTICLE III

RE-DOCUMENTATION OF INCENTIVES AND CANCELLATION OF BONDS PERTAINING TO PROJECT

Section 3.01. Replacement of Lease and Related Documents. Each party hereby acknowledges that the other is currently in compliance with its obligations under the Lease. The Company and the County also hereby acknowledge and agree that, from and after the execution and delivery of this Agreement: (i) this Agreement shall replace the Lease and any related document in their entirety and as to all matters pertaining to the incentives applicable to the Project and (ii) the Simplified FILOT Act shall govern the Negotiated FILOT arrangements pertaining to the Project. In furtherance of such replacement, the parties agree that the Lease is hereby terminated.

Section 3.02. Conveyance by the County to the Company of Project and Other Leased Property. Simultaneously with the execution and delivery of this Agreement, the County has by delivery of a Quitclaim Deed and Bill of Sale, conveyed or re-conveyed to the Company all assets comprising the Project and other Leased Property which were heretofore titled in the County pursuant to the terms of the Lease. The County covenants and agrees to take such further steps and to execute and deliver such further instruments, agreements or other documents as shall be reasonably required by the Company to evidence or confirm such conveyance.

Section 3.03. Cancellation of Bonds Issued by the County. Each party hereby acknowledges that the other is currently in compliance with its obligations under the Indenture. The Company and the County also hereby acknowledge and agree that, from and after the execution and delivery of this Agreement, the County shall be authorized to do all things necessary to cancel the Bonds (the "Cancellation"). The parties intend that the Cancellation may be undertaken by the Chairman of the Council without necessity of further proceedings. To the extent additional proceeds are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the Cancellation. In anticipation of execution of the Cancellation, the parties agree that the Bonds are hereby cancelled.

ARTICLE IV

COVENANTS OF COUNTY

Section 4.01. Agreement to Accept FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with **Section 6.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Economic Development Property until this Agreement expires or is sooner terminated.

Section 4.02. Multi-County Park Designation. The County has designated the Project as part of the Multi-County Park pursuant to the Multi-County Park Act and will, to the extent permitted by law, use its best, reasonable efforts to maintain such designation on terms which provide any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks for all jobs created by the Company during the Investment Period. To the extent that any portion of the Project is located within the jurisdictional limits of a municipality, the County's designation of such portion of the Project as part of the Multi-County Park is subject to approval by such municipality under the Multi-County Park Act.

Section 4.03. Commensurate Benefits. The parties acknowledge the intent of this Agreement, in part, is to afford the Company the benefits specified in this **Article IV** in consideration of the Company's decision to locate and continue operating the Project within the County, and this Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is unconstitutional or this Agreement or agreements similar in nature to this Agreement are invalid or unenforceable in any material respect, or should the Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement in any

material respect, then at the request of the Company, the County agrees to use its best, reasonable efforts to extend to the Company the intended benefits of this Agreement and agrees, if requested, to enter into a lease purchase agreement with the Company pursuant to Section 12-44-160; Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable, or to take such other steps as may be appropriate to extend to the Company the intended benefits of this Agreement. The Company acknowledges, if a court of competent jurisdiction holds all or part of the Simplified FILOT Act is unconstitutional or otherwise illegal, the Simplified FILOT Act provides the Company must transfer the Economic Development Property to the County within 180 days following such determination in order for the Negotiated FILOT benefits to continue to apply. In such lease purchase agreement, the County, upon the conveyance of title to the Project to the County at the expense of the Company, agrees to lease the Project to the Company.

ARTICLE V

COVENANTS OF COMPANY

Section 5.01. Investment in Project.

(a) The County hereby agrees and acknowledges that the Company has met all investment and job creation requirements with respect to the Project heretofore required by the Lease and/or the Streamlined FILOT Act and that the Company is currently in compliance with all requirements set forth in Lease and all related documents.

(b) Expenditures by Co-Investors shall, together with expenditures by the Company, count toward all investment requirements set forth in this Agreement; including, to the full extent permitted by the Simplified FILOT Act, the Statutory Investment Requirement. Aggregate investment shall generally be determined without regard to depreciation or diminution in value following placement in service at the Project by reference to the property tax returns of the Company and any Co-Investors filed with respect to the Project, including, without limitation, each such entity's SCDOR PT-300 or such comparable forms as to the Department of Revenue may provide in connection with project under the Simplified FILOT Act.

Section 5.02. Title to Project. The Company and/or its designated Co-Investors shall retain title, or other property rights, to its respective portion of the Project throughout the Term of this Agreement, and the Company and any Co-Investor shall have full right to mortgage or encumber the Project in connection with any financing transactions.

Section 5.03. Modification of Project. The Company shall have the right at any time and from time to time during the Term hereof to undertake, or permit a Co-Investor to undertake, any of the following:

(a) The Company or a Co-Investor may, at its own expense, add to the Project all such real and personal property as the Company in its discretion deems useful or

desirable, including Economic Development Property qualifying for the Negotiated FILOT under **Section 6.01** hereof without any limit as to the amount thereof.

(b) Subject to the provisions of **Sections 5.04, 6.01(f)(ii) and 9.01** hereof, in any instance when the Company or a Co-Investor in its discretion determines any items included in the Project, including any portion of the Land and any other Economic Development Property, have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company or such Co-Investor may remove such items or portions of the Project from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the County.

(c) Subject to **Section 6.01(f)(ii)** hereof, the Company or a Co-Investor may, at any time and in its discretion by written notice to the County, remove any Economic Development Property, real or personal, from the Negotiated FILOT set forth in this Agreement and retain such property for use as part of its operations in the County, and thereafter such property will be subject to a FILOT under the Multi-County Park Agreement which is equivalent to *ad valorem* taxes.

(d) If the Company or a Co-Investor sells, leases, or otherwise disposes of any portion of, or adds any real property to, the Land, the Company or such Co-Investor shall deliver to the County, within 30 days thereafter, a new **Exhibit A** to this Agreement.

(e) All Economic Development Property sold, leased or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

Section 5.04. Payment of Administration Expenses. The Company will reimburse the County from time to time for its Administration Expenses promptly upon written request therefor, but in no event later than sixty (60) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by this Agreement, and, aside from the attorneys' fees, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions authorized hereby. The parties understand that counsel to the County has estimated its fees and other expenses for review of this Agreement and all resolutions, ordinances and other documentation related thereto at \$5,000.

Section 5.05. Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project as it deems fit for any lawful purpose.

Section 5.06. Records and Reports. The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project it has placed in service in each Property Tax Year during the Investment Period, the amount of investment with respect thereto and computations of all Negotiated FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable

to Economic Development Property under the Act, including without limitation the reports required by 12-44-90 of the Code (collectively, "Filings"); provided, however, that the parties hereby waive in its entirety the requirement under Section 12-44-55 of the Simplified FILOT Act for a recapitulation of the terms of this Agreement. Specifically, the Company shall provide the following:

(a) Each year during the Term hereof, the Company shall deliver to the County Auditor and the County Assessor a copy of its most recent annual filings made with the Department of Revenue with respect to the Project at the same time as delivery thereof to the Department of Revenue.

(b) The Company shall cause a copy of this Agreement, as well as a copy of the completed Form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of execution and delivery hereof with the County Auditor and the County Assessor of the County and of each county which is a party to the Multi-County Park Agreement, and with the Department of Revenue and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate.

Notwithstanding any other provision of this Section, the Company may, by clear, written designation, conspicuously marked, designate with respect to any Filings delivered to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not knowingly and voluntarily release information, which has been designated as confidential or proprietary by the Company.

ARTICLE VI

FEES IN LIEU OF TAXES

Section 6.01. Payment of Fees in Lieu of *Ad Valorem* Taxes

(a) In accordance with the Simplified FILOT Act, the parties hereby agree that there shall be due annually with respect to that portion of the Project constituting Economic Development Property, whether owned by the Company or by a Sponsor or Sponsor Affiliate, a Negotiated FILOT calculated as set forth in this Section, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. The Negotiated FILOT Payments shall initially be due under current Code requirements on the January 15 following the year in which the County adds the Economic Development Property to its tax rolls, and each January 15 thereafter as set forth in this Agreement. If the Company designates any additional Sponsor or Sponsor Affiliates, as the same shall have been consented to by the County pursuant to **Section 7.02** hereof, the Company must notify the County in writing at the time of such designation as to whether such Sponsor or Sponsor Affiliate shall be primarily liable for all or any portion of the FILOT Payments hereunder. Unless and until

such notification is received, and the County consents in writing, the Company shall be primarily liable for all FILOT Payments with respect to the Project.

(b) Subject to adjustment pursuant to the provisions of this **Section 6.01**, the Negotiated FILOT shall be calculated each year in accordance with the following provisions:

(i) For each annual increment of investment in Economic Development Property during the Investment Period, the annual Negotiated FILOT Payment with respect to the Project shall be payable for a period of forty (40) years, all in accordance with Section 12-44-30(21) of the Simplified FILOT Act. Accordingly, if such Economic Development Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of forty (40) years, and may result in an aggregate fee period of up to fifty-five (55) years as provided in Section 4-12-30(C)(4) of the Original FILOT Act.

(ii) The Negotiated FILOT applicable to the Project shall be calculated using (1) an assessment ratio of 4%; (2) a millage rate of 222.3 mills for the Project and Expanded Project (except that a millage rate of 241.8 mills shall be used for the portion of the Expanded Project relating to the New Facility), which was the millage rate applicable under the Lease and which rate shall be fixed in accordance with Section 12-44-50(A)(1)(b)(i) of the Code for the entire 40 years specified in clause (i) above for the Project and Expanded Project; and (3) the fair market value of such Economic Development Property determined as provided hereinbelow. Such Negotiated FILOT shall be calculated in accordance with the standard fee calculation method specified in accordance with clauses (1) and (2) of Section 12-44-50(A) of the Code.

(iii) For purposes of calculating the Negotiated FILOT provided herein, fair market value shall be determined in accordance with Section 12-44-50(A)(1)(c) of the Code, which, for typical arm's length construction or acquisition, uses the original income tax basis for any real property without regard to depreciation or reassessment and the original income tax basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence).

(iv) All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code.

(v) For purposes of calculating the Negotiated FILOT, Economic Development Property shall not include any Released Property or Non-Qualifying Property.

(c) The Negotiated FILOT Payments with respect to the Project are to be recalculated:

(i) to reduce such payments in the event the Company or any Sponsor or Sponsor Affiliate disposes of any part of the Economic Development Property within the meaning of Section 12-44-50(B) of the Simplified FILOT Act and as provided in **Section 5.03(b)** hereof, by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the Economic Development Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, or otherwise removed from the Project as a result of reasons beyond the control of the Company or any Sponsor or Sponsor Affiliate;

(iii) to increase such payments in the event the Company or any Sponsor or Sponsor Affiliate adds any Economic Development Property (other than Replacement Property) to the Project; or

(iv) to adjust such payments if the Company or any Sponsor or Sponsor Affiliate elects to convert any portion of the Economic Development Property to *ad valorem* taxes or a FILOT equivalent to such *ad valorem* taxes, as permitted by **Section 5.03(c)**;

(d) Upon installation or placing in service of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

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

FILOT Payments for the remaining portion of the forty-year payment period applicable to the Released Property.

(ii) The Company shall maintain, or cause to be maintained, records sufficient to identify all Replacement Property, and the Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate, assessment ratio and calculation method applicable to the Released Property it is replacing.

(e) In the event that, for any reason, the Simplified FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company benefits commensurate with those intended under this Agreement as permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Economic Development Property affected by such circumstances *ad valorem* taxes or the FILOT equivalent and that, to the extent permitted by law, the Company and any affected Sponsors or Sponsor Affiliates shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation or other diminution in value; and (3) to receive all other tax credits which would be due if they were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a "Deficiency Payment").

(f)

(i) As provided in **Section 5.01(a)** hereof, the County acknowledges that the Company has met all statutory requirements regarding investment in the Project.

(ii) In the event that the Company's investment in the Project based on an income tax basis without regard to depreciation or other diminution in value falls below the Statutory Investment Requirement, the Project shall thereafter be subject to *ad valorem* taxes or the FILOT equivalent, calculated as set forth in paragraph (e) above.

(iii) As noted in **Section 5.01(a)** above, the County acknowledges that the Company has met all contractual requirements under the Lease regarding investment and job creation at the Project.

(iv) In accordance with the provisions of **Sections 5.01(c)** and **7.02** hereof, except for Existing Property, all property utilized by the Company within the County, whether owned by the Company outright or utilized by the Company pursuant to any financing agreement or any lease or other arrangement with any Co-Investor and whether or not subject to this Agreement, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Act.

(g) Except as otherwise set forth in this Agreement or as otherwise required by the Act, any amounts due to the County under this **Section 6.01** as a Deficiency Payment or other retroactive payment shall, at the option of the Company, be paid either as a lump sum within one year of receipt by the Company from the County of a written notice requesting the payment thereof, or in five equal annual installments (which shall include interest at the rates required for past due payments of *ad valorem* taxes) beginning on the date which is one year after receipt of such notice. If the Company elects to pay any such amount over such five-year period, the Company shall furnish to the County such security or other assurances as the County may reasonably request in order to secure the payment of such Deficiency Payments.

Section 6.02. Statutory Lien. The parties acknowledge the County's right to receive FILOT Revenues hereunder shall have a statutory lien with respect to the Economic Development Property pursuant to Section 12-44-90(E) of the Simplified FILOT Act and Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

ARTICLE VII

THIRD PARTY ARRANGEMENTS

Section 7.01. Conveyance of Liens and Interests; Assignment. The Company and any Sponsor or Sponsor Affiliate may at any time (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Economic Development Property to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Economic Development Property, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such Economic Development Property, as long as the transferee in any such arrangement leases the Economic Development Property in question to the Company or any other Sponsor or Sponsor Affiliates or any Affiliates thereof or operates such assets for the Company or other Sponsor or Sponsor Affiliate or any Affiliates

thereof or is leasing such the Economic Development Property in question from the Company or other Sponsor or Sponsor Affiliate or any Affiliates thereof. In order to preserve the benefits of the Negotiated FILOT hereunder with respect to property so transferred: (i) except in connection with any transfer to an Affiliate of the Company or another Sponsor or Sponsor Affiliate or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company or such other Sponsor or Sponsor Affiliate shall first obtain the written consent of the County which consent shall not be unreasonably withheld and shall be furnished within 30 days of request; and (ii) except when a financing entity which is the income tax owner of all or part of the Economic Development Property is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company hereunder, or when the County consents in writing or when the transfer relates to Released Property pursuant to **Sections 5.03** hereof, no such transfer shall affect or reduce any of the obligations of the Company or such other Sponsor or Sponsor Affiliate hereunder. The Company or such other Sponsor or Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement, and the Company or such other Sponsor or Sponsor Affiliate and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required herein, and at the expense of the Company or such other Sponsor or Sponsor Affiliate, the County agrees to execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such other Sponsor or Sponsor Affiliate under this Agreement and/or any release of the Company or such other Sponsor or Sponsor Affiliate pursuant to this **Section 7.01**.

Section 7.02. Sponsors and Sponsor Affiliates. The Company may designate from time to time additional Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of the Company or other Persons described in **Section 7.01(b)** hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Simplified FILOT Act must be approved by Resolution of the County Council. To the extent that a Sponsor or Sponsor Affiliate invests an amount equal to the Statutory Investment Requirement at the Project prior to the end of the Investment Period, the investment by such Sponsor or Sponsor Affiliate shall qualify for the Negotiated FILOT payable under **Section 6.01** hereof (subject to the other conditions set forth herein) in accordance with Section 12-44-30(19) of the Simplified FILOT Act. Because the aggregate investment in the Project prior to the end of the Investment Period by the Company, all Sponsors and Sponsor Affiliates exceeded \$5,000,000 as provided in Section 12-44-30(19) of the Simplified FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the Negotiated FILOT pursuant to **Section 6.01** of this Agreement (subject to the other conditions set forth herein) regardless of whether each such entity invested amounts equal to the Statutory Investment

Requirement. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this **Section 7.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service Economic Development Property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Simplified FILOT Act.

ARTICLE VIII

TERM; TERMINATION

Section 8.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executed the Lease, and ending at midnight on the day the last Negotiated FILOT Payment is made hereunder. In no case shall this Agreement extend beyond January 15, 2052.

Section 8.02. Termination. In addition to the rights of the County under Sections 6.01(g) and 9.02, the County and the Company may jointly agree to terminate this Agreement at any time, or the Company, may, at its option, terminate this Agreement at any time, with respect to all or a portion of the Project in which event the Project, or such portion of the Project, shall be subject to *ad valorem* taxes from the date of termination. Notwithstanding termination of this Agreement, the County shall have the same rights to receive payment for any retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the same enforcement rights with respect to such obligations as it would have with respect to *ad valorem* taxes, and the County's rights arising under **Section 6.01** prior to the time of such termination shall survive any such termination.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.01. Events of Default by Company. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company:

(a) if default shall be made in the due and punctual payment of any Negotiated FILOT Payments, which default shall not have been cured within thirty (30) days following receipt of written notice of such default from the County; or

(b) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default; provided, the County may, in its discretion, grant the Company a longer period of time as necessary to cure such default if the Company proceeds with due diligence to cure such default; provided however, that no

Event of Default shall exist under this agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company has contested the occurrence of such default.

Failure to meet any investment requirements set forth herein shall not be deemed to be an Event of Default under this Agreement, but may allow the County to terminate or adjust certain benefits hereunder or obligate the Company to make certain additional payments to the County, all as set forth in **Sections 5.04, 8.02 and 6.01(f)** hereof.

Section 9.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies:

(a) terminate this Agreement by delivery of written notice to the Company not less than sixty (60) days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Company pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT pursuant hereto as provided in **Section 5.06** hereof; or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County's rights hereunder, it being the express intent of the parties that the County, without limitation, shall have the same remedies available by law to collect FILOT Payments as if they were delinquent *ad valorem* tax payments, including execution upon the lien referred to in **Section 6.02** hereof.

Notwithstanding termination of this Agreement, the County shall have the same rights to receive payment for any *ad valorem* taxes, including any retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the same enforcement rights, as it would have with respect to *ad valorem* taxes, and the County's rights under **Section 6.01(f)** and this **Section 9.02** with respect to any such payments then due and owing shall survive any such termination.

Section 9.03. Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT Payments hereunder, the Company agrees to pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Code.

Section 9.04. Application of Monies upon Enforcement of Remedies against Company. Any monies received by the County upon enforcement of its rights hereunder shall be applied as follows: first, to the reasonable costs associated with such enforcement proceedings;

second, to pay Administration Expenses; third, to pay the Negotiated FILOT in accordance with **Section 6.01** hereof, and, fourth, to other amounts due and payable hereunder.

Section 9.05. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

ARTICLE X

MISCELLANEOUS

Section 10.01. Rights and Remedies Cumulative; Third Party Beneficiary. Each right, power, and remedy of the County or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Company of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers, or remedies.

Section 10.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, any Sponsor or Sponsor Affiliates designated pursuant to **Section 7.02** hereof and their respective successors and assigns as permitted hereunder.

Section 10.03. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Anderson County
Attn.: County Administrator
101 South Main Street
Anderson, South Carolina 29624

(b) with a copy (which shall not constitute notice) to:

Leon Harmon, Esq.
Anderson County Attorney
Post Office Box 8002

Anderson, South Carolina 29622

(c) As to the Company:

Michelin North America, Inc.
Attn: Brock Christ
1 Parkway S.
Greenville, South Carolina 29615

(d) with a copy (which shall not constitute notice) to:

Burnet R. Maybank III, Esq.
Andrew W. Saleeby, Esq.
Nexsen Pruet, LLC
1230 Main Street, Suite 700
Columbia, South Carolina 29201

Section 10.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 10.05. Substantive Terms. It is the intent of the parties hereto that the substantive terms of this Agreement set forth herein to be identical to the terms of the Lease as attached hereto by reference as **Exhibit B**. If there are any inconsistencies set forth herein (except for the statutory different authorities of the Original FILOT Act and the Simplified FILOT Act), the substantive terms of the Lease shall prevail.

Section 10.06. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 10.07. Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 10.08. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 10.09. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 10.10. Amendments. Subject to the limitations set forth in Section 12-44-40(K)(2) of the Simplified FILOT Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 10.11. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 10.12. Further Proceedings. This Agreement in final form shall be approved by ordinance of the County Council. The parties intend that any action to be taken hereinafter by the County pursuant to the express provisions of the final form of this Agreement may be undertaken by the Chairman of the Council without necessity of further proceedings. To the extent additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

[Execution Pages to Follow]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Conversion and Fee in Lieu of Tax Agreement to be effective as of the date first written above.

FOR ANDERSON COUNTY:

By: _____
Tommy Dunn, Chairman
Anderson County Council

[SEAL]

ATTEST:

By: _____
Lacey Croegaert
Anderson County Clerk to Council

MICHELIN NORTH AMERICA, INC.

By: _____
Name: _____
Title: _____

**EXHIBIT A
LEGAL DESCRIPTION**

EXHIBIT B
LEASE AGREEMENTS

BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is given by ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), to Michelin North America, Inc., a corporation organized and existing under the laws of the State of New York and qualified to do business in South Carolina (the "Company").

RECITALS:

WHEREAS, the County, as lessor, and the Company, as lessee, are parties to that certain Lease Agreement dated as of December 1, 1996 (the "Lease") pertaining to certain personal property owned by the County described in **Exhibit A** attached hereto (the "Property"); and

WHEREAS, the Company has determined to exercise its option to purchase the Property pursuant to Section 5.2 of the Lease; and

WHEREAS, the Company has satisfied all of the requirements set forth in the Lease for the purchase of the Property; and

WHEREAS, the County desires and intends hereby to convey to the Company any and all interest in the Property heretofore titled in the County pursuant to the terms of the Lease.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the County, for and in consideration of the sum of One and No/100 Dollar (\$1.00), lawful money of the United States, and no other valuable consideration, to it well and truly paid by the Company, at or before the ensembling and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey to the Company all of the County's right, title and interest, if any, in and to all of the Property, including, without limitation, all machinery, equipment, fixtures and other personal property located on or about the real property more particularly described on **Exhibit A-1** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same unto the Company, its successors and assigns, absolutely.

This Bill of Sale is made, executed, and delivered pursuant to the Lease.

[SIGNATURE PAGE ATTACHED]

WITNESS the County's hand and seal effective as of the _____ day of _____, 2020.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
Anderson County Council

(SEAL)

ATTEST:

Lacey Croegaert
Anderson County Clerk to Council

(SEAL)

EXHIBIT A

All machinery, equipment, fixtures and personal property of every kind and only to the extent Anderson County holds title thereto, located at and installed upon or used on or about those certain manufacturing and distribution facilities constructed on the property more particularly described on Exhibit A-1 attached to this Bill of Sale.

EXHIBIT A-1

County further agreed in the Fee Agreement to convey, and has conveyed, to the Company its right, title and interest in and to the Project.

In order to effect cancellation of the Bonds, the Company agrees to simultaneously herewith pay to the order of First Union National Bank of South Carolina, National Association, or its successor or successors in interest with regard to the Indenture (the "Trustee"), the principal of the Bonds issued and secured thereunder, the interest due or to become due thereon, and all sums of money due or to become due to the Trustee in accordance with the terms and provisions of the Indenture.

In consideration of the County's conveyance of the Project to the Company, the Company and the County hereby agree, affirm, and ratify that the Bonds have been cancelled and agree that the County shall have no further obligation to the Company thereunder.

IN WITNESS WHEREOF, I have hereunto set my hand effective as of the ____ day of _____, 2020.

MICHELIN NORTH AMERICA, INC.

By: _____
Name: _____
Title: _____

FOR ANDERSON COUNTY

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Rusty Burns
Anderson County Administrator

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

**QUITCLAIM DEED
(OF ALL RIGHT, TITLE,
AND INTEREST)**

THIS QUITCLAIM DEED (OF ALL RIGHT, TITLE, AND INTEREST) is given by ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (hereinafter referred to as "Grantor"), to MICHELIN NORTH AMERICA, INC., a Corporation organized and existing under the laws of the State of New York, and qualified to do business in South Carolina, with a mailing address of One Parkway South, Post Office Box 19001, Greenville, South Carolina 29602-9001 (hereinafter referred to as "Grantee").

RECITALS:

WHEREAS, Grantor, as lessor, and Grantee, as lessee, are parties to that certain Lease Agreement dated as of December 1, 1996 (the "Lease") and recorded in the office of the Anderson County Register of Deeds (the "Recording Office") at Book 2548, Page 82 pertaining to certain property owned by Grantor (as hereinafter described in more detail, the "Property"); and

WHEREAS, Grantee has determined to exercise its option to purchase the Property pursuant to Section 5.2 of the Lease; and

WHEREAS, Grantee has satisfied all of the requirements set forth in the Lease for the purchase of the Property; and

WHEREAS, Grantor desires and intends hereby to release, remise, and forever quitclaim to Grantee any and all interest in the Property heretofore titled in Grantor.

GRANT:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Grantor, for and in consideration of the sum of One and No/100 Dollar (\$1.00), lawful money of the United States, and no other valuable consideration, to it well and truly paid by Grantee, at and before the sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, has hereby released, remised, and quitclaimed, and by these presents does hereby release, remise, and forever quitclaim unto the said Grantee, its successors and assigns, forever, all of Grantor's right, title, and interest in and to the following described property, including any and all fixtures and improvements thereon (the "Property"):

See Exhibit A attached hereto and incorporated herein by reference.

GRANTEE'S MAILING ADDRESS: One Parkway South, Post Office Box 19001, Greenville, South Carolina 29602-9001

TOGETHER with all and singular, the rights, members, buildings, improvements, and fixtures situated on the Property and all hereditaments and appurtenances to the Property belonging or in anywise incident or appertaining and all of the estate and rights of the Grantor in and to the Property.

TO HAVE AND TO HOLD all and singular the said premises and interest quitclaimed above unto Grantee and the successors and assigns of Grantee, forever, so that neither Grantor, nor the successors or assigns of Grantor nor any other person or persons claiming under Grantor, or any of them,

shall at any time hereafter, by any way or means, have, claim or demand any right or title to the Property or appurtenances or any part or parcel thereof, forever.

[SIGNATURE PAGE ATTACHED]

WITNESS Grantor's hand and seal effective as of the ____ day of _____, 2020.

SIGNED, SEALED AND DELIVERED

GRANTOR:

IN THE PRESENCE OF:

FOR ANDERSON COUNTY:

Witness Number 1

By: _____ (SEAL)
Tommy Dunn, Chairman
Anderson County Council

Witness Number 2

ATTEST:

By: _____ (SEAL)
Lacey Croegaert
Anderson County Clerk to Council

EXHIBIT A

DESCRIPTION OF PROPERTY CONVEYED:

**THIS INSTRUMENT WAS PREPARED BY AND UPON COMPLETION OF
RECORDATION PROCESS, PLEASE RETURN TO:**

**BURNET R. MAYBANK III, ESQUIRE
ANDREW W. SALEEBY, ESQUIRE
NEXSEN PRUET, LLC
POST OFFICE BOX 2426
COLUMBIA, SOUTH CAROLINA 29202**

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located in the County of Anderson, bearing Anderson County Tax Map Number _____, and was transferred by Anderson County, South Carolina to Michelin North America, Inc. on the date shown on the foregoing deed.
3. Check one of the following: The deed is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) exempt from the deed recording fee because (See Information Section of Affidavit): #1 (If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.). Exemption (1) (\$1.00).
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes _____ or No _____ to the following: A lien or encumbrance on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (a) _____ Place the amount listed in item 4 above here: \$ _____
 - (b) _____ Place the amount listed in item 5 above here: \$ _____
(If no amount is listed, place zero here.)
 - (c) _____ Subtract Line 6(b) from Line 6(a) and place result here: \$ _____
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$ _____.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this ____
____ (SEAL)
day of _____, 2020
Notary Public for _____
My Commission Expires: _____

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

INFORMATION

Except as provided in this paragraph, the term “value” means “the consideration paid or to be paid in money or money’s worth for the realty.” Consideration paid or to be paid in money’s worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership

interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money’s worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, “value” means the realty’s fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by

the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;

(9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);

(10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;

(11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,

(12) that constitute a corrective deed or a quitclaim used to confirm title vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON) **ORDINANCE NO. 2020-028**

AN ORDINANCE

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE (SPECIAL SOURCE REVENUE) CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA (THE “COUNTY”) AND MICHELIN NORTH AMERICA, INC. (FKA MICHELIN TIRE CORPORATION) (THE “COMPANY”) TO PROVIDE FOR INFRASTRUCTURE CREDITS WITH RESPECT TO CERTAIN PROPERTY LOCATED IN THE COUNTY; (2) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK DESIGNATION TO BE MADE AVAILABLE TO THE COMPANY AND SUCH PROPERTY; AND (3) OTHER MATTERS RELATING THERETO.

Be it ordained by the Council of Anderson County, South Carolina:

Section 1. Findings.

The Anderson County Council finds that:

(a) Anderson County (the “County”) is authorized and empowered to establish, in conjunction with one or more other counties, a joint county industrial or business park (each a “Park”) pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina, and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code, as amended (the “Act”) to further the investment of capital and/or the creation of jobs in the County, and to facilitate the grant of infrastructure credits;

(b) the County is authorized by Sections 4-1-175 and 4-29-68 of the Code, as amended, to provide infrastructure credits for the purpose of defraying the cost of designing, acquiring, constructing, improving, operating or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (“Special Source Improvements”);

(c) Michelin North America, Inc. is a corporation organized and existing under the laws of the State of New York (the “Company”) and is operating through itself and/or one or more existing or to be formed affiliated entities, certain real and personal property, one or more existing buildings, and other existing real property improvements located in the City and the County, including, but not limited to, land, real estate improvements and personal property more fully described in **EXHIBIT A** attached hereto and made a part hereof (the “Original Project”); and

(d) in accordance with Article VIII, Section 13(D) of the South Carolina Constitution and the Act, real and personal property having a situs in a Park, is exempt from all *ad valorem* taxation, but, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the county in which such property is located in the total amount equivalent to the *ad valorem* property taxes or other fee in lieu of tax payments that would have been due and payable with respect to

such real and personal property but for the location of such real and personal property within such Park and such exemption (each, a “Anderson Fee Payment”);

(e) pursuant to Title 4, Chapter 29 of the Code of Laws of South Carolina 1976, as amended, the County and the Michelin Tire Corporation entered into that certain Lease Agreement dated as of December 1, 1988, and recorded January 5, 1989 in the Office of the Clerk of Court for the County in Book 00777, at page 00001 (as amended, modified or supplemented through the date hereof, the “1988 Lease”), wherein the Company agreed to make, and the County agreed to accept, certain fee in lieu of tax (“FILOT”) payments with respect to certain manufacturing facilities located within the County (the “Original Project”, with such Original Project and related FILOT payments being the “Original Project FILOT”);

(f) Michelin Tire Corporation changed its name to Michelin North America, Inc. on February 3, 1995;

(g) the 1988 Lease specified that Michelin Original Project Property placed in service from 1988 through 1993 under the 1988 Lease was eligible for inclusion in the Original Project FILOT and that such property was included therein for a period of twenty (20) years;

(h) the South Carolina General Assembly passed 1993 Act No. 123 to provide, with regard to Title 4, Chapter 29, that “investors having a lease agreement which was entered into before the effective date of this act meeting the eighty-five million dollar minimum level of investment required under Section 4-29-67(C) within five years from the date the lease agreement was signed shall have seven years from the date the lease agreement was signed to complete the investment, unless a longer period is otherwise stipulated in the lease agreement”;

(i) the Company met the eighty-five million dollar minimum level of investment required under section 4-29-67(C) within five years from the date the lease agreement was signed, thereby extending the end of the investment period from December 31, 1993 to December 31, 1995 (the initial five-year period ending December 31, 1993, and the two-year extension under 1993 Act No. 123 referred to in the aggregate as the “Original Project Investment Period”, which for clarification includes the periods ending December 31, 1988 through December 31, 1995);

(j) the parties amended the 1988 Lease on December 28, 2007 providing that the initial FILOT period of twenty (20) years would be extended for an additional ten (10) years after the initial twenty (20) year period, for a total FILOT period of thirty (30) years;

(k) in accordance with the 1988 Lease, the annual **increment** of investment in Michelin Original Project Property placed in service in 1988 during the Original Project Investment Period becomes ineligible for the Original Project FILOT beginning after 2018 for tax year 2019, and each subsequent annual increment of investment in Michelin Original Project Property placed in service during the Original Project Investment Period thereafter becomes ineligible for the Original Project FILOT on an annual rolling basis, with the final such annual increment of investment (*i.e.*, such investment placed in service in 1995) to become ineligible for the Original Project FILOT beginning after 2025 for tax year 2026 (collectively, the “Non-FILOT Michelin Original Project Property”);

(l) pursuant to the Original Project FILOT, and in conjunction with the 1988 Lease, the Company conveyed title in the Michelin Original Project Property to the County;

(m) pursuant to Section 5.2 of the 1988 Lease, the Company has exercised or plans to exercise its option to repurchase portions of the Original Project as they become ineligible for the Original Project FILOT, as the case may be;

(n) pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the Act, the County and Greenville County, South Carolina (“Greenville County”) have jointly developed a Park (the “Anderson-Greenville Park”) by entering into that certain Agreement for Development of Joint County Industrial and Business Park dated as of October 6, 1998, as may be amended, modified, or supplemented from time to time (the “Anderson-Greenville Park Agreement”);

(o) it is beneficial to the County, and the County (1) has provided for inclusion of all Non-FILOT Michelin Original Project Property within the boundaries of the Anderson-Greenville Park, if such property is not already so included, (2) will subsequently undertake all such steps as may be reasonably required to include Michelin Original Project Property within the boundaries of the Anderson-Greenville Park as such property becomes ineligible for the Original Project FILOT, and (3) has determined to maintain the Non-FILOT Michelin Original Project Property within the boundaries of the Anderson-Greenville Park, or a replacement or successor Park, for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of infrastructure (special source revenue) credits set forth in greater detail herein;

(p) the County, as further inducement for acquisition, and continued operation in the County, and in accordance with the Act, as set forth herein, has determined that the County shall provide, and the Company shall be entitled to receive, infrastructure (special source revenue) credits against each Anderson Fee Payment due from the Company with respect to Non-FILOT Michelin Original Project Property (the “Infrastructure Credits”), all as set forth in greater detail herein and in an infrastructure credit agreement by and between the County and the Company with respect to the Non-FILOT Michelin Original Project Property (the “Infrastructure Credit Agreement”), the form of which Infrastructure Credit Agreement is presented to this meeting, and which is to be dated as of _____, 2020 or such other date as the parties may agree, and in which the County and the Company have agreed to the specific terms and conditions of such arrangement; and

(q) it appears that the Infrastructure Credit Agreement which is attached to this ordinance as **EXHIBIT B**, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended;

Section 2. Statutory Findings.

Council makes the following additional findings:

(a) The County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.

(b) The continued operation of the Original Project and future investment by the Company, and the payments in lieu of taxes set forth herein are beneficial to the County.

(c) The Original Project benefits the general public welfare of the County by providing services, employment, tax revenue, and other public benefits not otherwise adequately provided locally.

(d) The Infrastructure (special source) Credits gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.

(e) The purposes to be accomplished by the Company, *i.e.*, economic development and addition to the tax base of the County, are proper governmental and public purposes.

(f) The inducement of the continued operation of the Original Project within the County and State is of paramount importance.

(g) The benefits of the continued operation of the Original Project to the public will be greater than the costs to the public.

Section 3. Approval and Execution of Amendment to Anderson-Greenville Park Agreement and Infrastructure Credit Agreement

(a) In order to induce acquisition, location and continued operation of the Original Project in the County and to defray or reimburse the costs of Special Source Improvements, the County shall provide, and the Company shall be entitled to receive for a period of ten (10) consecutive tax years for each annual increment of investment in Michelin Original Project Property placed in service during the Original Project Investment Period as the same becomes ineligible for the Original Project FILOT on an annual rolling basis, commencing with the initial tax year for which an Anderson Fee Payment is due with respect to real and personal property located at the Original Project, infrastructure credits against each Anderson Fee Payment due in such an amount as is required so that the resulting Anderson Fee Payment due equals the amount of such payment if calculated using an assessment ratio of 6% and a fixed millage rate equal to 320.5 mills. The fee calculation must be made so that the property, if taxable, is allowed all applicable property tax exemptions except the exemption allowed under Section 3(g), Article X of the Constitution of this State and the exemptions allowed pursuant to Section 12-37-220(B)(32) and (34) of the Code, all as set forth in greater detail in the Infrastructure Credit Agreement.

(b) In accordance with the Code, the Infrastructure Credits authorized herein shall not exceed the aggregate costs of the Special Source Improvements funded in connection with the Original Project by the Company.

(c) The form, terms, provisions and conditions of the Infrastructure Credit Agreement presented to this meeting and filed with the Clerk to Council, attached hereto as **EXHIBIT B**, are hereby approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Infrastructure Credit Agreement were set out in this Ordinance in its entirety. The Chairman of Council is hereby authorized, empowered, and directed to execute the Infrastructure Credit Agreement in the name and on behalf of the County; the Clerk to Council is hereby authorized, empowered and directed to attest the same; and the Chairman of Council is further authorized, empowered, and directed to deliver the Infrastructure Credit Agreement to the Company. The Infrastructure Credit Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of legal counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Infrastructure Credit Agreement now before this meeting.

(d) In order to allow the provision of the Infrastructure (Special Source) Credits authorized herein, the County shall amend the Anderson-Greenville Park Agreement to include the land set forth in **EXHIBIT A**, and all real property improvements and personal property located therein in the Anderson-Greenville Park (the "Amendment").

(e) The form, terms, provisions and conditions of the Amendment presented to this meeting and filed with the Clerk to Council, attached hereto as **EXHIBIT C**, are hereby approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amendment were set out in this Ordinance in its entirety. The Chairman of Council is hereby authorized, empowered, and

directed to execute the Amendment in the name and on behalf of the County; and the Clerk to Council is hereby authorized, empowered and directed to attest the same. The Amendment is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of legal counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Amendment now before this meeting.

Section 4. Authority to Act.

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to effect the execution and delivery of the Amendment and Infrastructure Credit Agreement, and the performance of all obligations of the County under and pursuant to the Amendment and Infrastructure Credit Agreement.

Section 5. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 6. Controlling Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Anderson County Code or other County ordinances, resolutions or orders, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 7. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED

Dated this ____ day of _____, 2020.

[SEAL]

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: October 6, 2020
Public Hearing: _____, 2020
Second Reading: _____, 2020
Third Reading: _____, 2020

**Exhibit A to Ordinance No. 2020 –
Property Description**

Exhibit B to Ordinance No. 2020 -

Infrastructure Credit Agreement

See attached.

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Exhibit C to Ordinance No. 2020 -

Amendment to Anderson-Greenville Park Agreement

INFRASTRUCTURE CREDIT AGREEMENT

by and between

ANDERSON COUNTY, SOUTH CAROLINA,

AND

MICHELIN NORTH AMERICA, INC. (FKA MICHELIN TIRE CORPORATION)

Dated as of December _____, 2020

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, dated as of _____, 2020 (as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof, the "Agreement"), is by and between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), and MICHELIN NORTH AMERICA, INC., a corporation organized and existing under the laws of the State of New York (the "Company", and together with the County, the "Parties").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by the Code of Laws of South Carolina 1976, as amended (the "Code") and, particularly, Sections 4-1-170, 4-1-175, and 4-29-68 of the Code (collectively, the "Act"), and Article VIII, Section 13(D) of the South Carolina Constitution (i) to provide infrastructure credits (special source revenue credits) to investors for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or a project and for improved and unimproved real estate and personal property, including, but not limited to, machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise, all to enhance the economic development of the County; and (ii) to create, in conjunction with one or more other counties, a joint county industrial or business park ("Park") in order to facilitate the grant of such infrastructure credits (special source revenue credits) to such investors; and

WHEREAS, the County and Michelin Tire Corporation, pursuant to Title 4, Chapter 29 of the Code of Laws of South Carolina 1976, as amended, entered into that certain Lease Agreement dated as of December 1, 1988, and recorded January 5, 1989 in the Office of the Clerk of Court for the County in Book 00777, at page 00001 (as amended, modified or supplemented through the date hereof, the "1988 Lease"), wherein Michelin agreed to make, and the County agreed to accept, certain fee in lieu of tax ("FILOT") payments with respect to certain manufacturing facilities located within the County (the "Original Project", with such Original Project and related FILOT payments being the "Original Project FILOT"); and

WHEREAS, the 1988 Lease specified that Michelin Original Project Property placed in service from 1988 through 1995 under the 1988 Lease (the "Original Project Investment Period") is eligible for inclusion in the Original Project FILOT and that each annual increment of investment in Michelin Original Project Property made during the Original Project Investment Period is eligible for twenty (20) years of Original Project FILOT benefits; and

WHEREAS, pursuant to an Amendment to Lease Agreement made and entered into by and between the County and Michelin on December 28, 2007, the Parties amended the 1988 Lease to provide that each annual increment of investment in Michelin Original Project Property made during the Original Project Investment Period is eligible for an additional ten (10) years of Original Project FILOT benefits after the twenty (20) year period described above, for a total of thirty (30) years of Original Project FILOT benefits for each annual increment of investment in Michelin Original Project Property made during the Original Project Investment Period; and

WHEREAS, in accordance with the 1988 Lease, the annual increment of investment in Michelin Original Project Property placed in service in 1988 during the Original Project Investment Period shall become ineligible for the Original Project FILOT beginning after 2018 for tax year 2019 and each subsequent annual increment of investment in Michelin Original Project Property placed in service during the Original Project Investment Period shall thereafter become ineligible for the Original Project FILOT

on an annual rolling basis, with the final such annual increment of investment (*i.e.*, such investment placed in service in 1995) to become ineligible for the Original Project FILOT beginning after 2025 for tax year 2026 (collectively, the “Non-FILOT Michelin Original Project Property”); and

WHEREAS, the Michelin Original Project Property includes, and is presently located on, land more fully described on the attached **Exhibit A** attached hereto and made a part hereof (the “Michelin Original Project Land”); and

WHEREAS, Michelin Tire Corporation changed its name to Michelin North America, Inc. on February 3, 1995.

WHEREAS, pursuant to the provisions of Article VIII, Section 13(D) of the State Constitution and the Act, the County and Greenville County, South Carolina (“Greenville County”) have jointly developed a Park (“Anderson-Greenville Park”) by entering into that certain Agreement for Development of Joint Industrial and Business Park dated as of October 6, 1998 (as amended, modified, or supplemented through the date hereof, and as may be amended, modified, or supplemented from time to time, the “Anderson-Greenville Park Agreement”); and

WHEREAS, in accordance with Article VIII, Section 13(D) of the State Constitution and the Act, real property having a *situs* in a Park in the County, including, but not limited to, the Anderson-Greenville Park, is exempt from all *ad valorem* taxation, but, the owners or lessees of such real property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* taxes or other fee in lieu of tax payments that would have been due and payable with respect to such real property but for the location of such real property within such Park and such exemption (each, an “Anderson Fee Payment”); and

WHEREAS, the County has determined to provide for inclusion of all Non-FILOT Michelin Original Project Property within the boundaries of the Anderson-Greenville Park by amending the Anderson-Greenville Park Agreement, if such property is not already so included, and to maintain the Non-FILOT Michelin Original Project Property within the boundaries of the Anderson-Greenville Park, or a replacement or successor Park, in order to facilitate the provision to, and receipt by, Michelin of the infrastructure credits (special source revenue credits) set forth in greater detail herein; and

WHEREAS, the County, as further inducement for location and continued operation by the Company of the Project in the County, and in accordance with the Park Act, has agreed to provide infrastructure credits (special source revenue credits) against each Anderson Fee Payment (or portion thereof) made by Michelin attributable to each annual increment of investment comprising the Non-FILOT Michelin Original Project Property, for a rolling credit period of ten (10) tax years, amounting to an aggregate credit period of sixteen (16) tax years, commencing with such payment due with respect to Non-FILOT Michelin Original Project Property placed in service during the period beginning with the 1988 tax year and ending with the 1989 tax year for tax year 2020, and terminating after such payment due with respect to Non-FILOT Michelin Original Project Property placed in service in 1995 for tax year 2035, all as set forth in greater detail herein; and

WHEREAS, the County Council has authorized the execution and delivery of this Agreement by Ordinance No. _____ enacted by the County Council on _____, _____ (the “Ordinance”); and

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the above recitals which are incorporated herein by reference, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

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

“*Affiliate*” shall mean any corporation, limited liability company, partnership or other Person or entity which now or hereafter owns all or part of Michelin, or which now or hereafter is owned in whole or in part by Michelin, or by any partner, shareholder or owner of Michelin, as well as any corporation, limited liability company, partnership or other Person, which now or hereafter bears a relationship to Michelin as described in Section 267(b) of the Internal Revenue Code.

“*Anderson Fee Payment*” shall have the meaning ascribed thereto in the recitals of this Agreement.

“*Anderson Park*” shall mean the Anderson-Greenville Park established pursuant to the terms of the Park Agreement, and any Park which hereafter includes the Michelin Original Project Land, the Michelin Original Project Property, the Non-FILOT Michelin Original Project Property, and the real and personal property located on the Michelin Original Project Land, and which is designated by the County as such pursuant to any Park Agreement which replaces or succeeds the Anderson-Greenville Park Agreement.

“*Company*” shall mean Michelin North America, Inc., a corporation organized and existing under the laws of the State of New York and its successors and assigns.

“*Costs of Infrastructure Improvements*” means all of the costs of designing, acquiring, constructing, improving, equipping or expanding the Infrastructure Improvements, whether incurred prior to or after the date of this Agreement, and shall be deemed to include, but not be limited to: (1) such costs with regard to the Non-FILOT Michelin Original Project Property; (2) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure Improvements; (3) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure Improvements, which is not paid by the contractor or contractors or otherwise provided for; (4) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefore, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure Improvements; and (5) all other costs which shall be required under the terms of any contract for, or incurred in connection with, the designing, acquisition, construction, equipping and installation of the Infrastructure Improvements.

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

“*Michelin*” shall mean Michelin North America, Inc., a corporation organized and existing under the laws of the State of New York and its successors and assigns.

“*Park Agreement*” shall mean the Anderson-Greenville Park Agreement, as approved by the County by Ordinance #98-019, duly adopted on October 6, 1998, as amended, modified or supplemented through the date hereof.

“*Person*” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a joint venture, a trust, any unincorporated organization, or a government or an agency or a political subdivision thereof.

“*Property Tax Year*” shall mean the annual period ending on December 31 of each year.

“*Infrastructure Credits*” shall mean “special source revenue credits” or “special source revenue bonds” as those terms are used in Title 4, Chapters 1, 12, and 29, and Title 12, Chapter 44 of the South Carolina Code, and the Infrastructure Credits hereby granted by the County, and described in **Section 3.01** hereof.

“*Infrastructure Improvements*” means, whether prior to or after the date of this Agreement, any infrastructure serving the economic development of the County, any improved and unimproved real property, buildings, structural components of buildings, fixtures or other real property improvements and any personal property, including, without limitation, machinery and equipment used in the operation of a manufacturing or commercial enterprise, all in order to enhance the economic development of the County, including, without limitation, the existing Michelin Original Project Property, and the Non-FILOT Michelin Original Project Property, all to the extent permitted by the Park Act.

The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND COVENANTS

SECTION 2.01. 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. By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby.

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

(c) The County has duly approved this Agreement, including, without limitation, the Infrastructure Credits, by adoption of the Ordinance in accordance with the procedural requirements of

the Act and any other applicable state and local law.

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

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

SECTION 2.02. Representations by Michelin. Michelin makes the following representations:

(a) Michelin is a corporation duly organized, validly existing, and in good standing, under the laws of the State of New York and authorized to transact business in the State of South Carolina, has power to enter into this Agreement, and by proper corporate action has authorized the Michelin official or officials signing this Agreement to execute and deliver this Agreement. Michelin's fiscal year end is December 31 and Michelin will notify the County of any changes in its fiscal year.

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

(c) The Infrastructure Credits provided by the County in the manner set forth in this Agreement have been instrumental in inducing the continued operation of the Original Project, and additional investments in real and personal property in the County.

SECTION 2.03. Covenants by the County. The County will use its best efforts to include, and thereafter maintain the Michelin Original Project Land, the Michelin Original Project Property, the Non-FILOT Michelin Original Project Property, and all other real and personal property located on the Michelin Original Project Land within the boundaries of the Anderson-Greenville Park or another Anderson Park in order to facilitate the Infrastructure Credits.

ARTICLE III

INFRASTRUCTURE CREDITS

SECTION 3.01. Infrastructure Credits.

(a) To defray or reimburse the Costs of Infrastructure (special source) Improvements, the County agrees to provide Infrastructure Credits against each Anderson Fee Payment (or portion thereof) made by Michelin attributable to each annual increment of investment comprising the Non-FILOT Michelin Original Project Property, for a rolling credit period of ten (10) tax years, amounting to an aggregate credit period of sixteen (16) tax years, commencing with such payment due with respect to Non-FILOT Michelin Original Project Property placed in service during the period beginning with the

1988 tax year and ending with the 1989 tax year for tax year 2020 (*i.e.*, the payment typically due to be paid without penalty on or before January 15, 2021) and terminating immediately following such payment due with respect to Non-FILOT Michelin Original Project Property placed in service in 1995 for tax year 2035 (*i.e.*, the payment typically due to be paid without penalty on or before January 15, 2036), in an amount sufficient so that the resulting net Anderson Fee Payment (or portion thereof) equals the amount of such payment if calculated using (i) an assessment ratio of 6%; (ii) a millage rate equal to 320.5 mills.

(b) The Infrastructure Credits to which Michelin shall receive with respect to each tax year set forth above in **Section 3.01(a)** hereof shall be reflected by the County Auditor or other authorized County official or representative on each bill for fee-in-lieu of tax payment sent to Michelin by the County for each such tax year, by reducing the fee-in-lieu of tax payment otherwise due from each Company for such tax year by the amount of Infrastructure Credits to be provided to such Company for such tax year.

(c) If subsection 3.01(a), or the granting of the Infrastructure Credits under this Agreement, is found to be invalid, illegal or unenforceable by a court or other entity of competent jurisdiction, the County agrees to provide Michelin with an incentive that is valid pursuant to such court or other entity ruling and commensurate to the nature and value of the benefits provided under this Agreement. The responsibility for the preparation of documents or modification of this Agreement in connection with such incentive and the applicable and reasonable costs thereof (including any applicable and reasonable legal fees incurred by the County) shall be borne solely by Michelin.

(d) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS GRANTED HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY TO BE CLAIMED BY MICHELIN SOLELY FROM THE ANDERSON FEE PAYMENTS RECEIVED BY THE COUNTY FROM MICHELIN, AND DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY 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 A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED IN CONNECTION WITH THE GRANTING OF THE INFRASTRUCTURE CREDITS HEREUNDER.

(e) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County other than against the Anderson Fee Payments made by Michelin with respect to Non-FILOT Michelin Original Project Property 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 Anderson Fee Payments received from Michelin. The County shall not be required to provide the Infrastructure Credits except with respect to the Anderson Fee Payments received from Michelin.

(f) Except as otherwise provided in this Agreement, Michelin shall be entitled to receive, in addition to the Infrastructure Credits, all other credits, exemptions, or reductions against *ad valorem* taxes or against payments in lieu of taxes due pursuant to the Act allowed by law.

(g) In accordance with the Act, the Infrastructure Credits authorized herein shall not, in the aggregate, exceed the aggregate Costs of Infrastructure Improvements as defined in **Article I**.

ARTICLE IV

TRANSFERS OF PROJECT PROPERTY; ASSIGNMENT

SECTION 4.01. Transfers of Project Property; Assignment of Interest in this Agreement. The County hereby acknowledges that Michelin may from time to time and in accordance with applicable law and the terms of the 1988 Lease, if applicable, sell, transfer, lease, convey, or grant the right to occupy and use the Michelin Original Project Property including, without limitation, the Non-FILOT Michelin Original Project Property, or its respective interest in all or any portion of the Michelin Original Project Property including, without limitation, the Non-FILOT Michelin Original Project Property, in whole or in part, or assign its interests in this Agreement, in whole or in part, to other Persons without the consent of the County; provided, however, that any transfer or assignment by Michelin of all or any of its interest in this Agreement to any Person other than an Affiliate shall require the prior written consent or subsequent ratification of the County, which consent or ratification shall not be unreasonably withheld and provided, further, that Michelin shall provide written notice to the County of any such transfer or assignment by Michelin to an Affiliate. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligation to provide Infrastructure Credits to Michelin, or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Infrastructure Credits under the Act.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If any party shall fail 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, which, except as otherwise provided in this Agreement, failure shall continue for a period of sixty (60) days after written notice by another party specifying the failure and requesting that it be remedied is given to the defaulting party by first-class mail, then such party shall be in default under this Agreement (an "Event of Default"); provided, however, that if any such failure is not, with due diligence, susceptible of cure within such 60-day period, then such defaulting party shall have an additional period of time not to exceed thirty (30) days from the date of such written notice by the other party to remedy such failure, unless such parties agree in a writing signed by all parties to an extension of such time prior to its expiration.

SECTION 5.02. Legal Proceedings. Upon the happening of any Event of Default by a party, then and in every such case each other party in its respective discretion may:

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

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to Michelin or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of Michelin or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this **Article V** to Michelin or the County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Termination This Agreement shall automatically terminate on the date upon which all Infrastructure Credits provided for in **Section 3.01** hereof have been provided to, and received by Michelin. Additionally the County and Michelin may jointly agree to terminate this Agreement at any time, and Michelin may unilaterally terminate this Agreement at any time with respect to all, or any portion of, its respective portion of the Project.

SECTION 6.02. Binding Effect; Successors and Assigns. This Agreement shall be binding, in accordance with its terms, and to the extent permitted by law, upon and inure to the benefit of Michelin, the County, and their respective 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 6.03. Provisions of Agreement for Sole Benefit of Michelin and the County. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the Parties any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be, except as otherwise specifically provided in this Agreement, for the sole and exclusive benefit of the Parties.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable, the illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if the illegal, invalid or unenforceable provisions had not been contained herein so as to most closely effectuate the legal, valid and enforceable intent hereof and so as to afford Michelin with the maximum benefits to be derived herefrom.

SECTION 6.05. No Liability for Personnel of the County or Michelin. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any elected official, member, agent, or employee of the County or their respective governing body, or Michelin or any of its respective officers, elected officials, employees, or agents in an individual capacity, and neither the members of the governing body of the County, nor any official of the County or Michelin executing this Agreement is

liable personally on the Infrastructure Credits or this Agreement, or subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 6.06. 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) delivered or (ii) sent by United States first-class registered mail, postage prepaid, addressed as follows:

(a) As to the County:

Anderson County
Attn.: County Administrator
101 South Main Street
Anderson, South Carolina 29624

with a copy to (which shall not constitute notice for purposes of this Agreement):

Leon Harmon, Esq.
Anderson County Attorney
Post Office Box 8002
Anderson, South Carolina 29622

(b) As to Michelin:

Michelin North America, Inc.
Attn: Brock Christ
1 Parkway S.
Greenville, South Carolina 29615

with a copy to (which shall not constitute notice for purposes of this Agreement) to:

Burnet R. Maybank, III, Esq.
Andrew W. Saleeby, Esq.
Nexsen Pruet, LLC
P.O. Drawer 2426
Columbia, South Carolina 29202

The County and Michelin may each designate, by notice given under this **Section 6.06**, any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Administrative Fees. Michelin shall reimburse, or cause reimbursement of, the County for reasonable expenses, including, reasonable attorneys' fees, related to review and approval of this Agreement, and any other documents related to this Agreement in an amount not to exceed Five Thousand Dollars and No/100s (\$5,000.00).

SECTION 6.08. Merger. This Agreement constitutes the entire agreement among the parties to it 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 these parties are merged herein.

SECTION 6.09. Agreement to Sign Other Documents and to Take Further Action. The County agrees that it will from time to time execute and deliver such further instruments, in form and substance reasonably acceptable to the County, and take such further action as may be reasonable and as may be requested by Michelin or as may be required to carry out the purpose of this Agreement. Michelin shall reimburse, or cause reimbursement of, the County for reasonable attorneys' fees, related to review and negotiation of such further instruments. 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, other than against the Anderson Fee Payments made by Michelin with respect to Non-FILOT Michelin Original Project Property, 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 6.10. Construction of Agreement. 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 the drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

SECTION 6.11. Applicable Law. The laws of the State of South Carolina govern the construction of this Agreement.

SECTION 6.12. 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 6.13. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.14. 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 6.15. Further Proceedings. It is intended by the parties that any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the County without necessity of further proceedings. To the extent that additional proceedings are required by law, however, the County agrees, to the extent permitted by law, to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

SIGNATURES FOLLOW ON NEXT PAGE.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

FOR ANDERSON COUNTY:

By: _____
Tommy Dunn, Chairman,

Anderson County Council

[SEAL]

ATTEST:

By: _____
Lacey Croegaert
Anderson County Clerk to Council

MICHELIN NORTH AMERICA, INC.

By: _____
Name: _____
Its: _____

EXHIBIT A
to the Infrastructure Credit Agreement

Michelin Original Project Land

Amended Agreement, the Fourteenth Amended Agreement, the Fifteenth Amended Agreement (the “Prior Amendments”) and by this Sixteenth Amended Agreement as more specifically provided below;

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Sixteenth Amended Agreement serves as a written instrument amending the entire Agreement between the parties and shall be binding on Greenville County and Anderson County, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(d), of the Constitution of South Carolina (the “Constitution”) provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (“Section 4-1-170”), satisfies the conditions imposed by Article VIII, Section 13(d), of the Constitution and provides the statutory vehicle whereby a joint county industrial park may be created.

3. **Sixteenth Amendment to the Agreement.** As of the date of this Sixteenth Amended Agreement, the Agreement as amended by Prior Amendments is hereby further amended, in accordance with Section 3(B) of the Agreement, so as to expand the Park premises in Anderson County by the addition of property further described in Exhibit B-1, which shall amend the Exhibit B to the Agreement which was in effect prior to execution of this Sixteenth Amended Agreement.

4. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Sixteenth Amended Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Sixteenth Amended Agreement.

5. **Termination.** All other terms and conditions of the Agreement as amended by the Prior Amendments shall remain in full force and effect.

[Execution Pages to Follow]

WITNESS our hands and seals as of this _____ day of _____, 2020.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey Croegaert
Anderson County Clerk to Council

GREENVILLE COUNTY, SOUTH CAROLINA

Butch Kirven, Chairman, County Council

ATTEST:

Joseph Kernell, County Administrator
Greenville County, South Carolina

Regina McCaskill, Clerk to Council
Greenville County, South Carolina

Exhibit A
Land Description
Greenville County

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Exhibit B-1
Land Description
Anderson County

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ORDINANCE NO. 2020-029

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND COI ANDERSON INDUSTRIAL, LLC WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, ANDERSON COUNTY, SOUTH CAROLINA (the "**County**"), acting by and through its County Council (the "**County Council**"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "**FILOT Act**"), Title 4, Chapter 1 (the "**Multi-County Park Act**"), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the "**State**") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on March 5, 2019 an inducement resolution (the "**Inducement Resolution**") with respect to certain proposed investment by COI Anderson Industrial, LLC, a South Carolina limited liability company (the "**Company**") (which was known to the County at the time as "**Project 20190114**"), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new distribution/manufacturing facility in the County (collectively, the "**Project**"); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$13,000,000 in the County within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" and "economic development property" as such terms are defined in the FILOT Act, and that the Project would serve the purposes of the FILOT Act; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park such that the Project will receive the benefits of the Multi-County Park Act; and

WHEREAS, pursuant to the Inducement Resolution, the County agreed to, among other things, (a) enter into a fee in lieu of tax and special source credit agreement with the Company, whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain infrastructure credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

WHEREAS, pursuant to Ordinance No. 2019-009 adopted on April 16, 2019, the County Council authorized the County to enter into a fee in lieu of tax agreement and special source credit agreement with the Company which classified the Project as “economic development property” under the FILOT Act and provided for the payment of fees in lieu of taxes and the provision of infrastructure credits to reimburse the Company for payment of the cost of certain infrastructure in connection with the Project, all as further described therein and which fee in lieu of tax agreement was entered into and dated as of May 1, 2019 (the “Original Fee Agreement”); and

WHEREAS, due to market considerations, the Company has requested certain amendments to the Original Fee Agreement and the County is agreeable to the requested amendments to the Original Fee Agreement; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Amended and Restated Fee in Lieu of Tax and Special Source Credit Agreement (the “Fee Agreement”) which the County proposes to execute and deliver; and

WHEREAS, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

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

Section 1. Based on information supplied by the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(c) The Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

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

(e) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the Chairman of County Council, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this _____ day of _____, 2020.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon Harmon
Anderson County Attorney

First Reading: October 6, 2020
Second Reading: _____, 2020
Third Reading: _____, 2020
Public Hearing: _____, 2020

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of _____, 2020, _____, 2020 and _____, 2020, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Lacey Croegaert
Anderson County Clerk to Council

Dated: _____, 2020

**AMENDED AND RESTATED
FEE IN LIEU OF TAX AND
SPECIAL SOURCE CREDIT AGREEMENT**

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

COI Anderson Industrial, LLC

Dated as of May 1, 2019
Amended as of _____, 2020

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AMENDED AND RESTATED
FEE IN LIEU OF TAX AGREEMENT**

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the "Code"), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Amended and Restated Fee in Lieu of Tax and Special Source Credit Agreement. This summary is inserted for convenience only and does not constitute a part of this Amended and Restated Fee in Lieu of Tax and Special Source Credit Agreement or a summary compliant with Section 12-44-55 of the Code.

Company Name:	COI Anderson Industrial, LLC	Project Name:	Project 20190114
Projected Investment:	\$13,000,000		
Location (street):	Highway 86	Tax Map No.:	240-00-01-010-000
1. FILOT			
Required Investment:	\$13,000,000		
Investment Period:	5 years	Ordinance No./Date:	2019-009/April 16, 2019 <i>to be provided</i>
Assessment Ratio:	6%	Term (years):	
Fixed Millage:	316.5 mills	Net Present Value (if yes, discount rate):	
Clawback information:	If the Contract Minimum Investment Requirement is not made during the Standard Investment Period, the FILOT is terminated retroactively		
2. MCIP			
Included in an MCIP:	To be included in Anderson/Greenville Park (2010)		
If yes, Name & Date:			
3. SSRC			
Total Amount:			
No. of Years	30 years		
Yearly Increments:	85% years 1 – 5, 35% years 6 – 30		
Clawback information:	If the Contract Minimum Investment Requirement is not made during the Standard Investment Period, the SSRC is terminated retroactively.		
4. Other information	In the event \$13,000,000 has been invested within the Standard Investment Period, the Standard Investment Period shall be extended an additional 5 years.		

**AMENDED AND RESTATED
FEE IN LIEU OF TAX AGREEMENT**

THIS AMENDED AND RESTATED FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the "**Fee Agreement**") is made and entered into as of _____, 2020 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the "**County**"), a body politic and corporate and a political subdivision of the State of South Carolina (the "**State**"), acting by and through the Anderson County Council (the "**County Council**") as the governing body of the County, and **COI Anderson Industrial, LLC**, a limited liability company organized and existing under the laws of the State of South Carolina (the "**Company**").

RECITALS

1. Title 12, Chapter 44 (the "**FILOT Act**"), Code of Laws of South Carolina, 1976, as amended (the "**Code**"), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. Sections 4-1-17 and 12-44-70 of the Code authorize the County to provide special source revenue credit ("**Special Source Revenue Credit**") financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, "**Infrastructure**").

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a new distribution/manufacturing facility in the County.

4. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

6. Pursuant to Ordinance No. 2019-009 adopted on April 16, 2019, as an inducement to the Company to invest in the Project, the County Council authorized the County to enter into a fee in lieu of tax agreement which classifies the Project as Economic Development Property under the FILOT Act and provides

for the payment of fees in lieu of taxes and the provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described therein and which fee in lieu of tax agreement was entered into and dated as of May 1, 2019 (the "Original Fee Agreement").

7. The County and the Company desire to amend and restate in its entirety the terms and provisions of the Original Fee Agreement, all as set forth in greater detail in this Fee Agreement.

8. By enactment of an Ordinance on _____, 2020, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

"Administration Expenses" shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

"Affiliate" shall mean any corporation, limited liability company, partnership or other entity which owns all or part of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is owned in whole or in part by the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any partner, shareholder or owner of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

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

"Commencement Date" shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Fee Agreement.

"Company" shall mean COI Anderson Industrial, LLC, a South Carolina limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“Condemnation Event” shall mean any act of taking by a public or quasi-public authority through condemnation, reverse condemnation or eminent domain.

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$13,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

“County” shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Administrator” shall mean the Anderson County Administrator, or the person holding any successor office of the County.

“County Assessor” shall mean the Anderson County Assessor, or the person holding any successor office of the County.

“County Auditor” shall mean the Anderson County Auditor, or the person holding any successor office of the County.

“County Council” shall mean Anderson County Council, the governing body of the County.

“County Treasurer” shall mean the Anderson County Treasurer, or the person holding any successor office of the County.

“Defaulting Entity” shall have the meaning set forth for such term in Section 6.02(a) hereof.

“Deficiency Amount” shall have the meaning set forth for such term in Section 4.03(a) hereof.

“Department” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project shall mean any reduction in the value, using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.01 of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT payments which may be caused by the Company’s or any Sponsor Affiliate’s removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act, selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean machinery, equipment, furniture, office equipment, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor.

“Event of Default” shall mean any event of default specified in Section 6.01 hereof.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable portion of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Extended Investment Period” shall mean the period ending five (5) years after the end of the Standard Investment Period.

“Fee Agreement” shall mean this Amended and Restated Fee in Lieu of Tax and Special Source Credit Agreement.

“FILOT” or **“FILOT Payments”** shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“FILOT Act” shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“FILOT Act Minimum Investment Requirement” shall mean, with respect to the Project, an investment of at least \$2,500,000 by the Company, or of at least \$5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.

“Improvements” shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

“Infrastructure” shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

“Investment Period” shall mean, and shall be equal to, the Standard Investment Period plus the Extended Investment Period, if applicable.

“Standard Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

“Land” means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

“MCIP Act” shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“MCIP Agreement” shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

“MCIP” shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

“Phase” or **“Phases”** in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word **“Phase”** shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

“Project” shall mean the Land and all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

“Removed Components” shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate in its sole discretion, elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.

“Special Source Credits” shall mean the annual special source credits provided to the Company pursuant to Section 4.02 hereof.

“Sponsor Affiliate” shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

“Standard Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

“State” shall mean the State of South Carolina.

“Termination Date” shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.02 Project-Related Investments

The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

[End of Article I]

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the FILOT Act.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the FILOT Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in the State.

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 316.5 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2019, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments against which a Special Source Credit is to be provided under this Fee Agreement.

Section 2.02 Representations, Warranties, and Agreements of the Company

The Company hereby represents, warrants, and agrees as follows:

(a) The Company is organized and in good standing under the laws of the State of South Carolina, is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a distribution/manufacturing facility, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(c) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d) The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met, the Contract Minimum Investment Requirement within the Standard Investment Period.

[End of Article II]

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Standard Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2019. In the event, the Contract Minimum Investment Requirement has been met within the Standard Investment Period, the Investment Period shall be extended to include the Extended Investment Period.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the Contract Minimum Investment Requirement within the Standard Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Company may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A to this Fee Agreement, in form reasonably acceptable to the County.

Section 3.02 Diligent Completion

The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Standard Investment Period.

Section 3.03 Filings and Reports

(a) Each year during the term of the Fee Agreement, the Company and any Sponsor Affiliates shall deliver to the County, the County Auditor, the County Assessor and the County Treasurer a copy of their most recent annual filings with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor, and to their counterparts in the partner county to the MCIP Agreement, the County Administrator and the Department within thirty (30) days after the date of execution and delivery of this Fee Agreement by all parties hereto.

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

FILOT PAYMENTS

Section 4.01 FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the FILOT Act permits the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of 316.5 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for a period of five (5) consecutive years in an amount equal to eighty-five percent (85%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement, and thereafter, for a period of twenty-five (25) consecutive years in an amount equal to thirty-five percent (35%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken.

(c) In no event shall the aggregate amount of all Special Source Credits claimed by the Company exceed the amount expended with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit C.

(d) Should the Contract Minimum Investment Requirement not be met by the end of the Standard Investment Period, any Special Source Credits otherwise payable under this Agreement shall no longer be payable by the County, and the Company shall be retroactively liable to the County for the amount of the Special Source Credits previously received by the Company, plus interest at the rate payable for late payment of taxes. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Standard Investment Period.

(e) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(f) Each annual Special Source Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Credit to be provided to the Company for such property tax year.

(g) The Special Source Credits are payable solely from the FILOT Payments, are not secured by, or in any way entitled to, a pledge of the full faith, credit or taxing power of the County, are not an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, are payable solely from a special source that does not include revenues from any tax or license, and are not a pecuniary liability of the County or a charge against the general credit or taxing power of the County.

Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement by the end of the Standard Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Standard Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Revenue Credits received) (such excess, a “*Deficiency Amount*”) for the period through and including the end of the Standard Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Standard Investment Period.

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.05 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

Section 4.06 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

In the event of a Diminution in Value of the Economic Development Property, the FILOT payments with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive ends, and this Fee Agreement is terminated, if the Company ceases operations at the Project. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twenty-four (24) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Standard Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

Section 5.03 Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information"). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County "Confidential Information." The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Revenue Credits shall be payable only from FILOT payments received from

or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliates may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company or any Sponsor Affiliates in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Fee Agreement to the contrary, it is not intended in this Fee Agreement that the County shall impose transfer restrictions with respect to the Company, any Sponsor Affiliates or the Project as are any more restrictive than the Transfer Provisions.

Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent

that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

(c) Notwithstanding anything in this Fee Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company or any Sponsor Affiliate, shall survive any termination of this Fee Agreement.

Section 5.07 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate,

transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliate, as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliate under this Fee Agreement and/or any release of the Company or such Sponsor Affiliate pursuant to this Section.

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Fee Agreement or in the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the FILOT Act absent compliance by the Company and any Sponsor Affiliates with the Transfer Provisions.

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same.

Section 5.11 Priority Lien Status

The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in form reasonably acceptable to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during

which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

DEFAULT

Section 6.01 Events of Default

The following shall be “Events of Default” under this Fee Agreement, and the term “Event of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or any Sponsor Affiliate to make the FILOT Payments described in Section 4.01 hereof, or any other amounts payable to the County under this Fee Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company or any Sponsor Affiliate hereunder which is deemed materially incorrect when deemed made; or

(c) Failure by the Company or any Sponsor Affiliate to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or such Sponsor Affiliate is diligently pursuing corrective action; or

(d) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County and any Sponsor Affiliates specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 6.02 Remedies Upon Default

(a) Whenever any Event of Default by the Company or any Sponsor Affiliate (the “*Defaulting Entity*”) shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with any Sponsor Affiliates) failure to meet the FILOT Act Minimum Investment Requirement or the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and

notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company and any Sponsor Affiliate may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement as to the acting party; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.04 No Waiver

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

[End of Article VI]

MISCELLANEOUS

Section 7.01 Notices

Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

If to the Company:

COI Anderson Industrial, LLC
c/o: VanTrust Real Estate, LLC
4900 Main Street, Suite 400
Kansas City, Missouri 64112

With a copy to:

James K. Price
Nexsen Pruet, LLC
55 E. Camperdown Way, Suite 400
Greenville, South Carolina 29601

If to the County:

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

With a copy to:

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

Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7.03 Counterparts

This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 7.04 Governing Law

This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 7.05 Headings

The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 7.06 Amendments

The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 7.07 Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 7.08 Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto

(including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.11 Waiver

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

Section 7.12 Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

[End of Article VII]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Administrator and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

FOR ANDERSON COUNTY:

(SEAL)

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Lacey Croegaert
Anderson County Clerk to Council

[Signature Page 1 to Amended and Restated Fee in Lieu of Tax and Special Source Credit Agreement]

COI ANDERSON INDUSTRIAL, LLC
a South Carolina limited liability company

By: _____
Name: David M. Harrison
Its: Manager

[Signature Page 2 to Amended and Restated Fee in Lieu of Tax and Special Source Credit Agreement]

EXHIBIT A

LEGAL DESCRIPTION

All that piece, parcel or lot of land in Williamston Township, Anderson County, State of South Carolina, containing seventy-three (73) acres, more or less, lying and being on the north side of Highway #86 as shown on that certain plat prepared by B.F. Wigington, surveyor, dated March 19, 1941 and recorded in the Register of Deeds Office for Anderson County in Plat Book 15 at Page 105.

TMS#240-00-01-010-000

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of COI Anderson Industrial, LLC (the "*Company*"), do hereby certify in connection with Section 4.03 of the Amended and Restated Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2020 between Anderson County, South Carolina and the Company (the "*Agreement*"), as follows:

(1) The total investment made by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20__ was \$_____.

(2) The cumulative total investment made by the Company and any Sponsor Affiliates in the Project from the period beginning _____, 20__ (that is, the beginning date of the Investment Period) and ending December 31, 20__, is \$_____.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 20__.

Name: _____

Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of COI Anderson Industrial, LLC (the "**Company**"), do hereby certify in connection with Section 4.02 of the Amended and Restated Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2020 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Revenue Credits previously received by the Company and any Sponsor Affiliates is \$ _____.

(2) As of December 31, 20__, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than \$ _____.

(3) Of the total amount set forth in (2) above, \$ _____ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description

Investment Amount

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 20__.

Name: _____

Its: _____

ORDINANCE NO. 2020-030

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY KNOWN TO THE COUNTY AS PROJECT AMMO TO PROVIDE FOR AN EXTENSION OF THE INVESTMENT PERIOD THEREIN AND A GRANT OF ADDITIONAL SPECIAL SOURCE REVENUE CREDITS; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT TO PROVIDE FOR THE TRANSFER OF CERTAIN REAL PROPERTY LOCATED IN THE ALLIANCE INDUSTRIAL PARK FROM THE COUNTY TO PROJECT AMMO; APPROVING THE INCLUSION OF THE PROJECT IN A MULTI-COUNTY BUSINESS OR INDUSTRIAL PARK; AND OTHER RELATED MATTERS.

WHEREAS, Anderson County, South Carolina (the “County”), acting by and through its County Council (the “County Council”) is authorized by Title 12 and Chapter 44 of the Code of Laws of South Carolina 1976, as amended (collectively “Act”), and Article VIII, Section 13 of the South Carolina Constitution (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina (the “State”) will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes (“FILOT”) with respect to such investment (“FILOT Payments”); (iii) under Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (“MCIP Act”), to create multi-county industrial parks with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, and under the authority provided in the MCIP Act, the County has created previously a multi-county park with Greenville County, South Carolina (“Park”); (iv) to provide credits to qualifying companies to offset qualifying infrastructure related expenditures pursuant to Sections 4-1-175, 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended (“Infrastructure Credit Act”); and (v) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Act; and

WHEREAS, pursuant to the Act, and in order to induce investment in the County, the County Council adopted on March 17, 2015 an inducement resolution (the “Inducement Resolution”) and enacted on April 21, 2015 an ordinance with respect to certain proposed investment by an entity currently identified by the County as Project Ammo, a [STATE ENTITY] “Sponsor”, [SPONSOR AFFILIATE], a [STATE ENTITY] (“Sponsor Affiliate”), along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities (collectively, “Company”) and any Sponsor Affiliates (as defined under the Act and the Amended & Restated Fee Agreement (defined below)) that the Sponsor may designate and have the County approve herein or by future resolution (the “Company”), with respect to the design, acquisition, construction and equipping of a manufacturing facility in the County (collectively, the “2015 Project”); and

WHEREAS, pursuant to the Inducement Resolution, the County entered into a FILOT Agreement with the Company dated April 21, 2015 (the “2015 FILOT Agreement”), whereby the County provided therein for a payment of a fee- in-lieu-of taxes by the Company with respect to the Project, and provided for certain infrastructure credits to be claimed by the Company against certain payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

WHEREAS, in 2020, the Company and the Sponsor Affiliate approached the County regarding its desire to expand the 2015 Project by making additional investments in the County which are expected to result in approximately \$8,600,000 of new capital investment and the creation of 16 new full-time equivalent jobs, with benefits (“Expansion” and, together with the 2015 Project, the “Project”); and

WHEREAS, in connection with the Project the Company has requested that the County authorize the transfer by the County of that certain parcel of real property of approximately 12.962 acres that is identified as Tax Map No. 1690011005 and which is more particularly described on **Exhibit A** hereto (the “Property”), to the Company;

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” and comprised of “economic development property” as such terms are defined in the Act, and that the Project would serve the purposes of the Act; and

WHEREAS, pursuant to the MCIP Act and the MCIP Agreement and as a further inducement to the Company to locate the Project in the County, the County desires to (i) locate the Project in the Park and ensure that the Project remains in the Park or in any other multi-county park created under the MCIP Act for no less than the term of the Fee Agreement and (ii) grant certain Infrastructure Credits against the Company's FILOT payments made to the County in connection with the Project for purposes of assisting the Company in paying for qualifying Infrastructure expenditures relating to the Project; and

WHEREAS, the County Council desires to amend the FILOT Agreement to provide for additional infrastructure credits and provide for other provisions reflective of the Project; and

WHEREAS, the parties recognize and acknowledge that the Company and the Sponsor Affiliates would not otherwise undertake the Project in the County but for the delivery of the incentives as set forth herein; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of an Amended and Restated Fee in Lieu of *Ad Valorem* Taxes Agreement, attached hereto as **Exhibit B** (“Amended & Restated FILOT Agreement”), which is reflective of the Project and which the County proposes to execute and deliver; and

WHEREAS, it appears that the Amended & Restated FILOT Agreement above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

WHEREAS, the State’s Coordinating Council for Economic Development (“CCED”) approved or will approve a monetary grant for the Project’s benefit, specifically to offset some of the costs associated with the Project (“State Grant”), the funds of which will be received and administered by the County, or its affiliates, as grantee, for the benefit of the Project; and

WHEREAS, the parties recognize and acknowledge that the Company would not otherwise locate the Project in the County but for the delivery of the Incentives; and

NOW, THEREFORE, BE IT ORDAINED BY THE ANDERSON COUNTY COUNCIL DULY ASSEMBLED THAT:

Section 1. Findings. The County hereby finds and affirms, based on information provided by the Company: (i) the Expansion will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Expansion gives

rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Expansion are proper governmental and public purposes; and (iv) the benefits of the Expansion to the public are greater than the costs to the public.

Section 2. *Authorization to Transfer the Property.* The County hereby authorizes the County Administrator to transfer the Property to Project Ammo, its affiliates or assigns by deed for use in the Expansion pursuant to the terms of that certain Agreement to Purchase and Sell Land, attached hereto as **Exhibit C**. The County Administrator shall have authority to execute any and all legal documents, contracts, deeds or other items necessary to transfer the Property to Project Ammo.

Section 3. *Authorization to Execute and Deliver Amended & Restated Fee Agreement.* The form, terms, and provisions of the Amended & Restated Fee Agreement (which includes the provision of Special Source Revenue Credits) presented to this meeting, attached hereto as **Exhibit B** and filed with the Clerk to County Council be and it is hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Amended & Restated Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council be and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Amended & Restated Fee Agreement in the name and on behalf of the County, and thereupon to cause the Amended & Restated Fee Agreement to be delivered to the Company. The Amended & Restated Fee Agreement to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advice of the County Attorney, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 4. *No Recapitulation Required.* Pursuant to Section 12-44-55(B) of the FILOT Act, the County hereby agrees that no recapitulation information, as set forth in Section 12-44-55(A) of the FILOT Act is required to be provided by the Company in the Amended & Restated Fee Agreement, or in any other documents or agreements in connection with the fee-in-lieu of tax arrangement between the Company and the County, so long as the Company shall file a copy of the South Carolina Department of Revenue form PT-443, and any subsequent amendments thereto, and all filings required by the FILOT Act with the County after the execution of the Amended & Restated Fee Agreement by the County and the Company.

Section 5. *Grant Administration.* The County shall administer the State Grant and immediately after receipt by the County and confirmation of the Company's compliance with the terms and conditions of the State Grant, shall provide the proceeds of the State Grant to the Company for the purposes set forth in the State Grant agreement.

Section 6. *Park Boundaries.* The County Council agrees to include the Expansion in the Park and ensure that the Expansion remains in the Park or in any other multi-county park created under the MCIP Act for no less than the term of the Amended & Restated Fee Agreement.

Section 7. *Further Acts.* The County Council authorizes the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

Section 8. Indemnification. (a) The Company shall and, in the Amended & Restated Fee Agreement agrees to, indemnify, defend and save the County, as well as its employees, officers, agents and elected officials (hereinafter collectively the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm, company or other entity arising from the conduct or management of, or from any work or thing done on the Project during the term of the Amended & Restated Fee Agreement, and the Company further shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising from any act, error or omission occurring during the term of the Amended & Restated Fee Agreement 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 the Amended & Restated Fee Agreement, or any other agreement pertaining to the Project, (iii) any act of the Company or any of its agents, contractors, servants, employees or licensees, related to the Project, or (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, or (v) any environmental violation, condition or effect related to 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. All such indemnification and save harmless provisions shall be, and are, set forth in the Amended & Restated Fee Agreement.

(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, or the undertakings required of the County hereunder by reason of the performance of any act requests of it by the Company, or by reason of the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm, company or other legal entity, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, 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, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

(c) These indemnification covenants, at a minimum, shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants, but may expand them or expound upon them, as may be shown in greater detail in such subsequent documents. In the event of any conflict or inconsistency, the indemnification, defense and save harmless provisions of the Amended & Restated Fee Agreement shall always govern.

Section 9. Compliance. Whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns or other documents while the Amended & Restated Fee Agreement is in effect, the Company or owner of the Project at the time shall promptly furnish to the County through the County Attorney the completed form of such required documents

together with a certification by the Company or owner that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company or owner to comply with this provision, the Company or owner agrees to pay the statement for attorneys fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within thirty (30) days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents.

Section 10. *Statutory Accommodation.* Notwithstanding any other provisions, the County is executing the Amended & Restated Fee Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

Section 11. *General Repealer.* All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 12. *Severability.* Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

This Ordinance takes effect and is in full force only after the County Council has approved this Ordinance following three readings and a public hearing.

(SEAL)

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: October 6, 2020
Second Reading: November 12, 2020
Third Reading:
Public Hearing:

EXHIBIT A

Legal Description

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being in the State of South Carolina, County of Anderson, Hopewell Township, and being designated as 12.962 acres on that certain plat by F & S Surveyors Engineers & Planners, Inc., dated April 29, 2015, recorded May 6, 2015 in Plat Book S2174, Page 0007, in the office of the ROD for Anderson County. Reference to said plat is craved for a more complete description, with all measurements being a little more or less.

This being a portion of the same property conveyed to Anderson County, South Carolina by deed of Brookfield Associates Limited Partnership, dated February 2, 2015, and recorded February 3, 2015 in Book 11694, page 24, in the office of the ROD for Anderson County.

TMS#169-00-11-005-000

EXHIBIT B

Amended & Restated Fee Agreement

[Attached]

EXHIBIT C

AGREEMENT TO PURCHASE AND SELL LAND

[Attached]

AMENDED & RESTATED
FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

BY AND AMONG

[PROJECT AMMO], AS SPONSOR

AND

[SPONSOR AFFILIATE], AS SPONSOR AFFILIATE

AND

ANDERSON COUNTY, SOUTH CAROLINA

Originally dated as of April 21, 2015

Amended & Restated as of November 20, 2020

PREPARED BY:

**PARKER POE ADAMS & BERNSTEIN LLP
1221 MAIN STREET, SUITE 1100
COLUMBIA, SOUTH CAROLINA 29201
(803) 255-8000**

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AMENDED & RESTATED FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS AMENDED & RESTATED FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“Fee Agreement”) originally made and entered into as of April 21, 2015 and amended and restated as of November 20, 2020, by and between Anderson County, South Carolina (“County”), a body politic and corporate and a political subdivision of the State of South Carolina (“State”), acting by and through the Anderson County Council (“County Council”) as the governing body of the County, [PROJECT AMMO], a [STATE ENTITY], along with affiliated or related entities, and assigns, as Sponsor (collectively, “Company”), and [SPONSOR AFFILIATE], a [STATE ENTITY], as Sponsor Affiliate (“Sponsor Affiliate”) (hereinafter, the County, the Company, and the Sponsor Affiliate are referred to individually as a “Party” and, collectively, as “Parties”).

WITNESSETH:

(a) The County acting by and through its County Council is authorized by Title 12 and Chapter 44 of the Code of Laws of South Carolina 1976, as amended (collectively “Act”), and Article VIII, Section 13 of the South Carolina Constitution (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes (“FILOT”) with respect to such investment; (iii) under Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (“MCIP Act”), to create multi-county industrial parks with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, and under the authority provided in the MCIP Act, the County has created previously a multi-county park with Greenville County, South Carolina (“Park”); (iv) to provide credits to qualifying companies to offset qualifying infrastructure related expenditures pursuant to Sections 4-1-175, 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended (“Infrastructure Credit Act”); and (v) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Code; and

(b) Pursuant to the Act, the County has determined that (i) the Project (as defined herein) will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project will not give rise to any pecuniary liability of the County or any incorporated municipality or to any charge against any of their general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public will be greater than the costs to the public; and

(c) Pursuant to the Act, and in order to induce investment in the County, the County Council adopted on March 17, 2015 an inducement resolution (the “Inducement Resolution”) and enacted on April 21, 2015 an ordinance with respect to certain proposed investment by an entity currently identified by the County as Project Ammo, a [STATE ENTITY] “Sponsor”), [SPONSOR AFFILIATE], a [STATE ENTITY] (“Sponsor Affiliate”), along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities (collectively, “Company”) and any Sponsor Affiliates (as defined under the Act and the Amended & Restated Fee Agreement (defined below)) that the Sponsor may designate and have the County approve herein or by future resolution (the “Company”), with respect to the design, acquisition, construction and equipping of a manufacturing facility in the County (collectively, the “2015 Project”); and

(d) Pursuant to the Inducement Resolution, the County entered into a FILOT Agreement with the Company dated April 21, 2015 (the “2015 FILOT Agreement”), whereby the County provided therein for a payment of a fee- in-lieu-of taxes by the Company with respect to the Project, and provided for certain infrastructure credits to be claimed by the Company against certain payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act and the Company committed to invest \$11,125,000 in new capital investment (“2015 Investment Commitment”) in the County and to create at least forty-five new, full-time equivalent jobs (“2015 Jobs Commitment”); and

(e) As of December 31, 2019, the Company and the Sponsor Affiliates have invested more than \$20,000,000 and created over 100 new full-time equivalent jobs in the County, surpassing the 2015 Investment Commitment and 2015 Jobs Commitment; and

(f) In 2020, the Company and the Sponsor Affiliate approached the County regarding its desire to expand the 2015 Project by making additional investments in the County which are expected to result in approximately \$8,600,000 of new capital investment and the creation of approximately 16 new full-time equivalent jobs, with benefits (“Expansion” and, together with the 2015 Project, the “Project”); and

(g) Pursuant to County Council Ordinance No. [] adopted November 20, 2020, (“Fee Amendment Ordinance”), authorized (i) the execution and delivery of this Amended & Restated Fee Agreement with the Company and the Sponsor Affiliates, (ii) the grant of certain revised Special Source Revenue Credits (defined below) in amounts as more fully described in this Amended and Restated Fee Agreement, and (iii) the extension of the Investment Period (defined below) by five years.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I DEFINITIONS

Section 1.1 Terms. The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

“**Chair**” means the Chair of the County Council.

“**Clerk of County Council**” means the Clerk to the County Council.

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

“**Commencement Date**” means the earlier of: (a) the last day of the first property tax year during which Economic Development Property (defined below) is placed in service; or (b) the last day of the property tax year that is three years from the year in which the Parties entered into this Fee Agreement.

“**County**” means Anderson County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina, its successors and assigns, acting by and through the Anderson County Council as the governing body of the County.

“**County Council**” means the Anderson County Council, the governing body of the County.

“Department” means the South Carolina Department of Revenue.

“Diminution of Value” in respect of any Phase of the Project means any reduction in the value based on original fair market value as determined in Step 1 of Section 3.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company’s removal of equipment pursuant to Section 3.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 3.7 of this Fee Agreement, or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 3.8 of this Fee Agreement.

“Economic Development Property” means all items of real and tangible personal property comprising the Project which qualify as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Company and, as applicable, any Sponsor Affiliate in connection with its annual filing of a SCDOR PT-100, PT-300 or comparable forms with the Department (as such filing may be amended from time to time) for each year within the Investment Period, as that period may be extended by subsequent, formal action of County Council, or automatically as permitted under the Act or under this Fee Agreement. Title to all Economic Development Property shall at all times remain vested in the Company and, as applicable, in the Sponsor Affiliate, except as may be necessary to take advantage of the effect of Section 12-44-160 of the Act.

“Equipment” means all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company and, as applicable, the Sponsor Affiliate, during the Investment Period as a part of the Project.

“Event of Default” means any Event of Default specified in Section 3.13 of this Fee Agreement.

“Fee Term” or “Term” means the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT” means fee in lieu of *ad valorem* tax(es).

“FILOT Payment(s)” means the payment(s) in lieu of *ad valorem* tax(es) which the Company and, as applicable, the Sponsor Affiliate, is obligated to pay to the County.

“Improvements” mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company and, as applicable, the Sponsor Affiliate, during the Investment Period as part of the Project.

“Investment” shall mean that amount set forth in the recitals of this Fee Agreement and shall include but not be limited to (i) taxable and non-taxable capital expenditures, without regard to depreciation, which are made by the Company or the Sponsor Affiliate towards or for the benefit of the Project; (ii) capital expenditures, whether considered Economic Development Property or non-Economic Development Property, without regard to the depreciation, which are made by the Company or the Sponsor Affiliate towards or for the benefit of the Project, regardless of the source of payment of such expenditures; (iii) the value of any assets leased by the Company or the Sponsor Affiliate, without regard to the depreciation, regardless of the source of payment of such expenditures so long as the value of such leased assets are reported by the Company or the Sponsor Affiliate on their respective SCDOR PT-100 or PT-300; and (iv) any other expenditures made by the Company or the Sponsor Affiliate that the County and the Company and, as applicable, the Sponsor Affiliate, may mutually agree upon in a writing that is executed by an authorized representative of the Company and the County Administrator. The Investment

for purposes of the Investment stated herein shall include those expenditures made by both the Company and the Sponsor Affiliate prior to the end of the Investment Period.

“Investment Period” means the period beginning with the first day that Economic Development Property is purchased or acquired and ending ten years after the Commencement Date. The minimum investment must be completed within ten years of the Commencement Date. The Investment Period is expected to end December 31, 2026. Pursuant to Section 12-44-30(13) of the Act, the County may, at its discretion, extend this period.

“Jobs” shall be further defined as any new, full-time jobs created by the Company and the Sponsor Affiliate.

“Minimum Investment” shall have the meaning given to such term under Section 12-44-30(14) of the FILOT Simplification Act.

“Phase” or “Phases” in respect to the Project means the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period, as extended.

“Phase Termination Date” means with respect to each Phase of the Project the day thirty-nine years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31 of the year of the expiration of the thirty-ninth full calendar year, after the Commencement Date.

“Project” means the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases.

“Real Property” means the real property upon which any part of the Project is to be constructed and expanded, as described in Exhibit A attached hereto and as supplemented from time to time, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto acquired or constructed by the Company and, as applicable, the Sponsor Affiliate; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

“Removed Components” means the following types of components or Phases of the Project or portions thereof, all of which the Company and, as applicable, the Sponsor Affiliate, as the case may be, shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company and, as applicable, the Sponsor Affiliate, in their sole discretion, determine to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company and, as applicable, the Sponsor Affiliate, in their sole discretion, elect to remove pursuant to Section 3.7(c) or Section 3.8(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and, as applicable, the Sponsor Affiliate and treated as a Removed Component under Section 3.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Sponsor Affiliate” means an affiliate that joins with or is an affiliate of the Company, including [PROJECT AMMO], whose Investment with respect to the Project shall be considered part of the Investment and qualify for FILOT Payments pursuant to Section 3.1 hereof and Sections 12-44-30(A) and 12-44-130 of the Act.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement is deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Company and, as applicable, the Sponsor Affiliate as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The Project constitutes a “project” within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

Section 2.2 Representations of the Company and Sponsor Affiliate. The Company and Sponsor Affiliate hereby represent and warrant to the County as follows:

(a) The Company and the Sponsor Affiliate are corporate entities, duly organized and in good standing under the laws of the State of South Carolina, and each has the power to enter into this Fee Agreement.

(b) The Company’s and the Sponsor Affiliate’s execution and delivery of this Fee Agreement and their compliance with the provisions hereof do not result in a default, not waived or cured, under any Company or Sponsor Affiliate restriction or any agreement or instrument to which the Company or the Sponsor Affiliate are now a party or by which they are bound.

(c) The Company and Sponsor Affiliate intend to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company and Sponsor Affiliate intend to operate the Project for such purposes as permitted under the Act, as the Company may deem appropriate.

(d) The availability of the FILOT and the allowance of Special Source Revenue Credits, with regard to the Economic Development Property authorized by the Act, along with other incentives provided by the County, have induced the Company and the Sponsor Affiliate to undertake the Project in the County.

ARTICLE III FILOT PAYMENTS

Section 3.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company and, as applicable, the Sponsor Affiliate, are required to make FILOT Payments on all Economic Development Property comprising the Project and placed in service, as follows: (i) the Company shall make FILOT Payments in lieu of *ad valorem* taxes with respect to each Phase of the Project placed in service on or before each December 31 within the Investment Period.

(b) The amount of such annual FILOT Payments shall be determined by the following procedure:

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 39 years, unless extended by the Parties in accordance with the Act, using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms-length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company and, as applicable, the Sponsor Affiliate, for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.
- Step 2: Apply an assessment ratio of 6.0% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the thirty-nine years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company and, as applicable, by the Sponsor Affiliate, under the Act.
- Step 3: Multiply the taxable value determined in the preceding step by a millage rate equal to 309.5 mills, which is believed to be that rate in effect on June 30, 2014 for all taxing entities for the Project site (which millage rate shall be a fixed rate for the term of this Fee Agreement), to determine the amount of the FILOT Payments which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments for a total of forty (40) years for each item of eligible Project property, or such longer period of years that the annual fee payment is permitted to be made by the Company and, as applicable, the Sponsor Affiliate, under the Act.
- Step 4: With respect to the initial twenty (20) annual FILOT Payments paid to the County, the County shall subtract from the FILOT Payment to be invoiced to the Company an amount equal to the value of the annual Special Source Revenue Credits as further defined under Section 3.2 of this Fee Agreement.

(c) The County shall ensure that the Project is incorporated and will remain in the Park during the Fee Term. If, for any reason, the Park Agreement is modified, or otherwise terminated, then the County shall ensure that the Project shall be immediately placed into another multi-county park arrangement established pursuant to the MCIP Act, to which the County is party and that would enable

the Sponsor and any Sponsor Affiliate receive the benefits afforded by having the Project incorporated into a Park.

(d) In the event that the Company and, as applicable, the Sponsor Affiliate do not cumulatively maintain the Minimum Investment in the Project, the portions of the Project previously subject to the FILOT shall revert prospectively to normal *ad valorem* tax treatment, taking into account and calculating appropriate reductions for all applicable exemptions and allowable depreciation permitted by law.

(e) In the event that the Act and/or the above-described FILOT Payments or Special Source Revenue Credits are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company and, as applicable, the Sponsor Affiliate, with the benefits to be derived hereunder. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, as the case may be, with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company with respect to the Project pursuant to the terms hereof, and further reduced by any abatements provided by law.

Section 3.2 Special Source Revenue Credit. As an inducement for the Investment and in accordance with Section 12-44-70 of the Act, the County grants to the Company, and, as applicable, any Sponsor Affiliate, a Special Source Revenue Credit (“SSRC”) in accordance with the schedule attached hereto as **Exhibit C**.

With respect to the SSRC, the County shall automatically reflect the SSRC against the FILOT Payment on those FILOT invoices provided by the County to the Company and the Sponsor Affiliate. The Company, and, as applicable, any Sponsor Affiliate, shall be permitted to utilize the SSRC to offset any qualifying expenditures as provided under the Code.

The Company and Sponsor Affiliate shall use the SSRC to pay for or reimburse itself for eligible expenditures (“Cost of Infrastructure”), which includes the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Real Property. Prior to the first year’s SSRC to be credited against the Company’s FILOT Payments as provided in this Section 3.2, the Company shall certify the cumulative total amount of the Cost of the Infrastructure as of December 31 of the year to which such FILOT Payments relate. For example, should the Company elect to apply the SSRC against its 2015 fee in lieu of tax bill (which would be due and payable on or before January 15, 2016), the Company shall certify the cumulative total amount of the Cost of the Infrastructure as of December 31, 2014. The form of such certification is attached hereto as Exhibit “B”. The Company shall re-certify the cumulative amount of the Cost of the Infrastructure if, in any year in which an SSRC is to be applied, the cumulative amount of the SSRCs will exceed the cumulative amount of the Cost of Infrastructure as previously certified.

The Company shall not claim or be entitled to any abatement of ad valorem property taxes to which it might otherwise be entitled with respect to any property for which an SSRC is provided by the County.

Section 3.3 FILOT Payments on Replacement Property. If the Company and, as applicable, the Sponsor Affiliate, elect to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company and, as applicable, the Sponsor Affiliate, shall make statutory payments in lieu of *ad valorem taxes* with regard to such Replacement Property as follows:

(a) to the extent that the income tax basis of the Replacement Property (“Replacement Value”) is less than or equal to the original income tax basis of the Removed Components (“Original Value”) the amount of the FILOT Payments to be made by the Company and, as applicable, the Sponsor Affiliate, with respect to such Replacement Property, shall be calculated in accordance with Section 3.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 3.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, the maximum number of years for which the annual fee payments are available to the Company and, as applicable, the Sponsor Affiliate, for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (“Excess Value”), the FILOT Payments to be made by the Company and, as applicable, the Sponsor Affiliate, with respect to the Excess Value, shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 3.4 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project after the Investment Period and during the remainder of the Fee Term, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 3.1 hereof.

Section 3.5 Place and Allocation of FILOT Payments. The Company and, as applicable, the Sponsor Affiliate, shall make the above-described FILOT Payments directly to the County in accordance with applicable law as to payment, collection and enforcement of FILOT Payments. FILOT Payments are to be allocated in accordance with the Act.

Section 3.6 Removal of Equipment. Subject always to Section 3.3, the Company and, as applicable, the Sponsor Affiliate, shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (“Removed Components”) shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem taxes*; (b) components or Phases of the Project or portions thereof which the Company, and, as applicable, the Sponsor Affiliate, in their sole discretion, determine to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, and, as applicable, the Sponsor Affiliate, in their sole discretion, elect to remove pursuant to Section 3.7(c) or Section 3.8(b)(iii) hereof.

Section 3.7 Damage or Destruction of Project.

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Company and, as applicable, the Sponsor Affiliate, shall be entitled to terminate this Fee Agreement.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company and, as applicable, the Sponsor Affiliate, do not elect to terminate this Fee Agreement, the Company and, as applicable, the Sponsor Affiliate may, in their sole discretion, commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company and, as applicable, the Sponsor Affiliate. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to, any amounts due by the Company and, as applicable, the Sponsor Affiliate, to the County under Section 3.1 hereof, to the extent allowed by the Act.

(c) *Election to Remove.* In the event the Company and, as applicable, the Sponsor Affiliate, elect not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 3.8 Condemnation.

(a) *Complete Taking.* If, at any time during the Fee Term, title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company and, as applicable, the Sponsor Affiliate, then the Company or the Sponsor Affiliate (with respect to its Project property only) shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Company and, as applicable, the Sponsor Affiliate, may elect: (i) to terminate this Fee Agreement (with respect to its Project property only); (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company and, as applicable, the Sponsor Affiliate; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 3.9 Maintenance of Existence. The Company and, as applicable, the Sponsor Affiliate agree (i) that they shall not take any action which will materially impair the maintenance of their corporate existence and (ii) that they will maintain their good standing under all applicable provisions of State law. Notwithstanding the foregoing, any changes in the corporate existence of the Company or, as applicable, the Sponsor Affiliate, that result from internal restructuring or reorganization of the Company or, as applicable, the Sponsor Affiliate, or their parents are specifically authorized hereunder; and further, subject to the provisions of Section 3.13(d) hereof, the Company and, as applicable, the Sponsor Affiliate are entitled to cease operations of the Project at any time without that cessation constituting an Event of Default under this Fee Agreement. Likewise, benefits granted to the Company and, as applicable, the Sponsor Affiliate, under this Fee Agreement shall, in the event of any such restructuring or reorganization, be transferred to the successor entity under the provisions of Section 3.12 hereof. Such transfers to a successor entity substantially similar in nature and function to the Company and, as applicable, the Sponsor Affiliate, are specifically approved and authorized by the County without any further action by the County Council.

Section 3.10 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company and, as applicable, the Sponsor Affiliate, utilize confidential and proprietary “state-of-the-art” information and data in their operations, and that a disclosure of any

information, including, but not limited to, disclosures of financial or other information concerning the Company's operations and, as applicable, the Sponsor Affiliate's operations, could result in substantial harm to them and could thereby have a significant detrimental impact on their employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the foregoing, whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns or other documents while the Fee Agreement is in effect, the Company or owner of the Project at the time shall promptly furnish to the County through the County Attorney the completed form of such required documents together with a certification by the Company or owner that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company or owner to comply with this provision, the Company or owner agrees to pay the statement for attorneys fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within thirty (30) days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company and, as applicable, the Sponsor Affiliate, may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 3.11 *Addition of Sponsor Affiliates.* Upon request of and at the expense of the Company, the County may approve any future Sponsor Affiliate that qualifies under the Act for the benefits offered under this Fee Agreement and which agrees to be bound by the provisions hereof.

Section 3.12 *Assignment and Subletting.* This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company and, as applicable, the Sponsor Affiliate, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act. To the extent any consent of the County for such assignment or sublease is required by the Act and requested, the County may grant such consent by adoption of a Resolution, not to be unreasonably withheld.

Section 3.13 *Events of Default.* The following are "Events of Default" under this Fee Agreement, and the term "Events of Default" means, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or, as applicable, the Sponsor Affiliate, to make, upon levy, the FILOT Payments described in Section 3.1 hereof; provided, however, that the Company or, as applicable, the Sponsor Affiliate, shall be entitled to all redemption rights for non-payment of taxes granted by applicable statutes; or

(b) Failure of the Company or, as applicable, the Sponsor Affiliate, to make payment of any other amounts payable to the County under the Agreement, of which default has not been cured within ninety (90) days of written notice of nonpayment from the County.

(c) Failure by the Company or, as applicable, the Sponsor Affiliate, to perform any of the other material terms, conditions, obligations or covenants of the Company or, as applicable, the Sponsor Affiliate hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company or, as applicable, the Sponsor Affiliate, specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 3.14 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Company or, as applicable, the Sponsor Affiliate, of such default and after the expiration of a ninety (90) day cure period shall have the option to take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company or, as applicable, the Sponsor Affiliate, under this Fee Agreement.

(c) With respect to the SSRC, the exclusive remedy shall be set forth in Section 3.2 of this Fee Agreement.

Section 3.15 Collection of FILOT Payments. In addition to all other remedies herein provided, the nonpayment of FILOT Payments shall constitute a lien on the Project for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the Code) relating to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

Section 3.16 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 3.17 Leased Equipment. To the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments as described in Section 3.1 hereof, to be applicable to personal property to be installed at the Project and leased to but not purchased by the Company and, as applicable, the Sponsor Affiliate, from at least one third party, under any form of lease, then that personal property, at the Company's or Sponsor Affiliate's sole election, will become subject to FILOT Payments to the same extent as the Equipment under this Fee Agreement, upon proper application of the law and applicable procedures by the Company, and, as applicable, the Sponsor Affiliate and so long as the value of such leased assets are reported by the Company or the Sponsor Affiliate, as applicable, on their respective SCDOR PT-100 or PT-300.

Section 3.18 Waiver of Recapitulation Requirements. As permitted under Section 12-44-55 of the Act, the Company and County hereby waive application of any of the recapitulation requirements

as set forth in Section 12-44-55, to the extent that, and so long as, the Company provides the County with copies of all filings which the Company is required to make pursuant to the Act.

Section 3.19 *Fiscal Year; Property Tax Year.* If the Company's and, as applicable, the Sponsor Affiliate's, fiscal year changes so as to cause a change in the Company's property tax year, then the timing of the requirements of this Fee Agreement are automatically revised accordingly.

Section 3.20 *Reports; Filings.*

(a) Each year during the term of this Fee Agreement, the Company shall deliver to the Anderson County Auditor a copy of their most recent annual property tax returns filed with the Department with respect to the applicable portions of the Project.

(b) The Company shall cause a copy of this Agreement, as well as a copy of the completed forms PT-443 of the Department, to be filed with the Anderson County Auditor, the Anderson County Assessor and the Department within thirty (30) days after the date of execution and delivery hereof.

Section 3.21 *Payment of Administrative Expenses.* The Company will reimburse, or cause reimbursement to, the County from time to time for reasonable and necessary amounts that are customary and standard, including reasonable attorney's fees and costs, actually incurred, or that will be actually incurred, by the County with respect to the County's fulfillment of its obligations under the Fee Agreement and other related documents ("Transaction Documents") in the implementation of its terms and provisions ("Administrative Expenses"). The Company will make such reimbursement of Administrative Expenses upon written request therefor, but in no event later than sixty (60) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by the Transaction Documents, and, aside from reasonable attorneys' fees set forth below, or as may be necessitated in the future by request of the Company pertaining to matters outside of the immediate scope of this Agreement, the County anticipates (but cannot guarantee) that no out of pocket expenses in connection with the Transaction Documents and the transactions authorized hereby should arise in the future. The parties understand that counsel to the County may invoice the Company for those expenses related to the review of the Transaction Documents and all resolutions, ordinances and other documentation related thereto in an amount not to exceed \$ 5,000.00.

Section 3.22 *Miscellaneous Incentives.* The County shall provide for the following miscellaneous incentives: (i) the waiver of any County-controlled sewer impact fees for the Project up to \$50,000; (ii) the waiver of any County-controlled building code and other County applicable fees for the Project up to \$50,000; (iii) and a dedicated County liaison to assist the Company and the Sponsor Affiliate with all locational, permitting and startup matters in connection with the Project and with ongoing existing business support services provided by the County

**ARTICLE IV
MISCELLANEOUS**

Section 4.1 *Notices.* Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or three business days after deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Anderson County, South Carolina
ATTN: Rusty Burns
County Administrator
101 South Main Street
PO Box 8002
Anderson, SC 29621
Telephone: +1 (864) 260-4062
Facsimile: +1 (864) 260-4356
Email: rburns@andersoncountysc.org

WITH A COPY TO: Anderson County, South Carolina
(shall not constitute notice) ATTN: Leon Harmon
County Attorney
101 South Main Street
PO Box 8002
Anderson, SC 29621
Telephone: +1 (864) 222-2123
Facsimile: +1 (864) 833-1665
Email: lharmon@andersoncountysc.org

AS TO THE COMPANY: [INSERT]

AS TO SPONSOR
AFFILIATE: [INSERT]

WITH A COPY TO: Parker Poe Adams & Bernstein LLP
(shall not constitute notice) ATTN: Sam C. Moses, Esquire
1221 Main Street, Suite 1100
Columbia, South Carolina 29202
Telephone: (803) 255-8000
Facsimile: (803) 255-8017
Email: sammoses@parkerpoe.com

Section 4.2 Binding Effect. This Fee Agreement is binding, in accordance with its terms, upon and inure to the benefit of the Company, the Sponsor Affiliate and the County, and their respective successors and assigns, to the extent allowed by law. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 4.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 4.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 4.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 4.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements lawfully entered into between the parties.

Section 4.7 Further Assurance. From time to time, and at the Company's and Sponsor Affiliate's expense, the County agrees to execute and deliver to the Company and Sponsor Affiliate such additional instruments as either may reasonably request to effectuate the purposes of this Fee Agreement.

Section 4.8 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company, and, as applicable, the Sponsor Affiliate, with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and, as applicable, the Sponsor Affiliate, the strong inducement to locate the Project in the County.

Section 4.9 Limited Obligation. NEITHER THE PROJECT NOR THE NEGOTIATION, EXECUTION, DELIVERY OR IMPLEMENTATION OF THIS FEE AGREEMENT SHALL GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER.

Section 4.10 Indemnification. (a) The Company shall indemnify, defend and save the County, as well as its employees, officers, agents and elected officials (hereinafter collectively the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm, company or other entity arising from the conduct or management of, or from any work or thing done on the Project during the term of the Fee Agreement, and the Company further shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising from any act, error or omission occurring during the term of the Fee Agreement 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 the Fee Agreement, or any other agreement pertaining to the Project, (iii) any act of the Company or any of its agents, contractors, servants, employees or licensees, related to the Project, or (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, or (v) any environmental violation, condition or effect related to 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. All such indemnification and save harmless provisions shall be, and are, set forth in the Fee Agreement.

(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, or the undertakings required of the County hereunder by reason of the performance of any act requests of it by the Company, or by reason of the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm, company or other legal entity, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, 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, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

(c) These indemnification covenants, at a minimum, shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants, but may expand them or expound upon them, as may be shown in greater detail in such subsequent documents. In the event of any conflict or inconsistency, the indemnification, defense and save harmless provisions of the Fee Agreement shall always govern.

[signatures on following pages]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and the County Administrator and to be attested by the Clerk to County Council; the Company and the Sponsor Affiliate have caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

(SEAL)

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Anderson County Clerk to Council

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and the County Administrator and to be attested by the Clerk to County Council; the Company and the Sponsor Affiliate have caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

[PROJECT AMMO]

BY _____

ITS _____

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and the County Administrator and to be attested by the Clerk to County Council; the Company and the Sponsor Affiliate have caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

[PROJECT AMMO]

BY _____

ITS _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[TO BE PROVIDED PRIOR TO 3RD READING]

EXHIBIT C – Schedule of SSRC Benefits

<u>SSRC Term Year</u>	<u>Associated Tax Year</u>	<u>SSRC Benefit</u>
1	2017*	90%
2	2018	90%
3	2019	90%
4	2020	90%**
5	2021	90%
6	2022	90%
7	2023	80%
8	2024	80%
9	2025	80%
10	2026	80%
11	2027	50%
12	2028	50%
13	2029	50%
14	2030	50%
15	2031	50%
16	2032	50%
17	2033	50%
18	2034	50%
19	2035	50%
20	2036	50%

* Under the terms of the 2015 FILOT Agreement, the Company elected to take its first year of SSRC Benefits in tax year 2017, rendering tax year 2017 “year 1” under the 2015 FILOT Agreement. For more details, see 2015 FILOT Agreement.

** Under the terms of the 2015 FILOT Agreement, the County granted Company an SSRC of 90% for “years 1-4” and an SSRC of 80% for “years 5-10” and an SSRC of 50% for “years 11-20.” With respect to the Amended & Restated FILOT Agreement, the County and the Company have agreed to an extension of the 90% credit for two additional years. For more details, see 2015 FILOT Agreement.

Ordinance #2020-031

AN ORDINANCE TO AMEND CHAPTER 70, ARTICLE 5 OF THE ANDERSON COUNTY CODE OF ORDINANCE, TO INCLUDE NEW ZONING DISTRICT CLASSIFICATIONS AND ALSO TO AMEND SECTION 5:2 RESIDENTIAL AGRICULTURE DISTRICT SETBACKS.

WHEREAS, the County wishes to amend residential agriculture zoned district; and

WHEREAS, the Anderson County Planning & Public Works Committee has held a duly advertised Public Meeting on October 1, 2020, after which it reviewed the proposed amendment as described in Exhibit A, and recommended the proposed amendments to County Council; and

WHEREAS, the Anderson County Council wishes to amend Chapter 70, Article 5 of the Anderson County Code of Ordinance, attached hereto and incorporated herein as.

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

1. Chapter 70, Article 5 of the Anderson County Code of Ordinances is hereby amended to include the language attached hereto as Exhibit A.
2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court or competent jurisdiction
4. All Ordinances, Orders, Resolutions, and actions of Anderson County hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.

ORDAINED in meeting duly assembled this _____ day of _____, 2020.

ATTEST:

ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert,
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon Harmon
Anderson County Attorney

1st Reading: October 6, 2020

2nd Reading:

3rd Reading:

Public Hearing:

Exhibit A

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

Side yard. The minimum width of a residential side yard shall be 50 feet, except that any side yard abutting on a street or highway shall not be less than 20 feet in width.

Rear yard. The minimum depth of the rear yard shall be 50 feet.

Bufferyard requirements. Where a non-residential or subdivision abuts a residential property, an undisturbed bufferyard of 100 feet shall be required and maintained.

Section 5:2.1 - R-A2, Residential agricultural two-acre district.

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

Lot area. The minimum lot area shall be two acres.

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

Side yard. The minimum width of a residential side yard shall be 50 feet, except that any side yard abutting on a street or highway shall not be less than 20 feet in width.

Rear yard. The minimum depth of the rear yard shall be 50 feet.

Bufferyard requirements. Where a non-residential or subdivision abuts a residential property, an undisturbed bufferyard of 100 feet shall be required and maintained.

Section 5:30. – RRD, Rural Residential District

The purpose of this district is to provide areas wanting to protect the rural nature of their community but allow for limited residential growth. The intent of this district is to allow for residential development in rural areas that wish to minimize the impact of dense residential development.

Lot area. The minimum lot area shall be three acres.

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

Side yard. The minimum width of a residential side yard shall be 50 feet, except that any side yard abutting on a street or highway shall not be less than 20 feet in width.

Rear yard. The minimum depth of the rear yard shall be 50 feet.

Bufferyard requirements. Where a non-residential or subdivision abuts a residential property, an undisturbed bufferyard of 100 feet shall be required and maintained.

Section 5:31. - R-C, Residential Conservation District

The purpose of this district is to help preserve and enhance the character established residential neighborhoods. The district promotes compatible new construction within the district's built environment in order to strengthen and build upon those desirable physical features already existing.

Lot area. The minimum lot area shall be 33,000 square feet.

Front yard. The minimum depth of the front yard measured from the street right-of-way line shall be 20 feet on a residential service street, 40 feet on a collector street, and 50 feet on an arterial street except when a right-of-way has not been established or is not known; then the setback shall be measured from the centerline of the existing road and each required setback shall be increased by a minimum of 25 feet. In the event an existing right-of-way exceeds 25 feet from the center of the road, the setback shall be measured from the right-of-way.

Side yard. The minimum width of a residential side yard shall be 10 feet, except that any side yard abutting on a street or highway shall not be less than 20 feet in width.

Rear yard. The minimum depth of the rear yard shall be 10 feet.

Bufferyard requirements. Where a non-residential or subdivision abuts a residential property, an undisturbed bufferyard of 100 feet shall be required and maintained.

Section 5:31.2 Conservation Subdivision. Conservation subdivision with cluster design to have minimum lot sizes of 6000 sqft and side setbacks of minimum 6ft or 10% of lot width whichever is greater. Subdivision is required to preserve at least 20% of open green space. Green spaces can include natural features such as wetlands and streams, recreational areas such as playgrounds and ball fields, greenways, and landscaped areas. Percentage of open space cannot include required bufferyard. Developers are recommended to walk the property to determine which aspects of the property to preserve.

Section 5:32. – FA, Forest Agriculture District

The purpose of the district is to accommodate most agriculture uses and small-scale development in areas with limited or unavailable public infrastructure.

Lot area. The minimum lot area shall be five acres.

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

Side yard. The minimum width of a residential side yard shall be 50 feet, except that any side yard abutting on a street or highway shall not be less than 20 feet in width.

Rear yard. The minimum depth of the rear yard shall be 50 feet.

Bufferyard requirements. Where a non-residential or subdivision abuts a residential property, an undisturbed bufferyard of 100 feet shall be required and maintained.

Section 5:33. – AG-C, Agriculture Conservation District

The purpose of this district is to protect and preserve areas under cultivation and prime agricultural soils for continued agricultural and agriculturally oriented uses and to protect the business of agriculture.

Lot area. The minimum lot area shall be five acres.

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

Side yard. The minimum width of a residential side yard shall be 50 feet, except that any side yard abutting on a street or highway shall not be less than 20 feet in width.

Rear yard. The minimum depth of the rear yard shall be 50 feet.

Bufferyard requirements. Where a non-residential or subdivision abuts a residential property, an undisturbed bufferyard of 100 feet shall be required and maintained.

ORDINANCE NO. 2020-032

AN ORDINANCE TO AMEND ORDINANCE NO. 2018-011 RELATED TO THE ADDITION OF DIVISION 3 TITLED STANDARDS AND PROCEDURES FOR FRANCHISING OF PRIVATE AMBULANCE SERVICES SO AS TO ADD A NEW SECTION 30-87 TITLED OPERATION WITHIN THE COUNTY WITHOUT OBTAINING A FRANCHISE AND TO APPROPRIATELY RENUMBER SUCCEEDING SECTIONS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the County Council of Anderson County, South Carolina (the “County Council”), the governing body of Anderson County, South Carolina (the “County”) has the power and duty to provide for the general health, safety, and welfare of Anderson County;

WHEREAS, the County Council has determined that the provision of coordinated ambulance and emergency medical service, including non-emergency patient transport, is a public service, serves a public purpose, is within the governmental powers and interests of the County, and should be regulated and franchised by the County;

WHEREAS, the County has power under S.C. Code Ann. § 4-9-30(5) to regulate emergency providers and non-emergency ambulance services throughout the County, and to grant franchises to provider of such services on such terms as it deems necessary and appropriate to protect the interests of the public in having such services available, in compliance with State laws and regulations, and such other conditions and regulation as County Council shall enact from time to time;

WHEREAS, the County presently has a system for providing 911 emergency medical services through contract with certain providers of such services within a series of zones within the County; and

WHEREAS, the County, in reliance upon the powers granted to it by the State of South Carolina, deems it necessary to regulate the operation of private, non-emergency ambulance service operating within the County and to provide for the granting of non-exclusive franchises for such private, non-emergency ambulance services , the establishment of annual franchise fees, minimum standards of operation, the supervision and regulation of such providers, and the establishment of appeals procedures for appeal of decisions deemed adverse to any interested party, and the provision of penalties and the right of the County to seek injunctive relief in a proper case of violation of this Ordinance.

WHEREAS, the County Council desires to amend the Ordinance No. 2018-011 so as to add a penalty provision for operating within Anderson County without first obtaining a franchise.

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

1. Ordinance No. 2018-011 is hereby amended so as to add a new Section 30-87 titled Operating Within the County Without Obtaining a Franchise and to appropriately renumber succeeding sections, which succeeding sections are not substantively changed, as follows:

Sec. 30-87. Operation within the County without obtaining a franchise.

Any ambulance service that fails to complete the Anderson County franchise process and/or fails to receive approval from the Anderson County Public Safety Committee to operate within the jurisdictional boundary of Anderson County shall be subject to the following system of fines:

- (a) First Occurrence: Written warning from the Anderson County EMS Department and an application packet for franchise request.
- (b) Second Occurrence: Written warning from the County Attorney.
- (c) Third Occurrence: \$1,500.00 fine.
- (d) Fourth Occurrence: \$3,000.00 fine.
- (e) Fifth Occurrence: \$4,500.00 fine.
- (d) Sixth Occurrence \$6,000.00 fine.
- (f) Seventh Occurrence \$7,500.00 fine.
- (h) Eighth Occurrence: \$9,000.00 fine.
- (i) Ninth Occurrence: \$10,000.00 fine.
- (j) All subsequent Occurrences: \$10,000.00 fine.

Renumber the succeeding sections without substantive change as follows:

- 30-88. No competition with county emergency medical service.
- 30-89. Nonprofit organizations
- 30-90 Indemnification of County.
- 30-91. Right of County to amend this franchise ordinance.
- 30-92. EEO Statement.
- 30-93. Assignment, change of control, effect of bankruptcy or insolvency.
- 30-94. Records and Reports.

- 30-95. Office in the County required.
- 30-96. Complaints.
- 30-97. Procedures for termination of a franchise.
- 30-98. Separability.
- 30-99. Regulations.
- 30-100. Right reserved to deny franchise.

2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

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

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

ORDAINED in meeting duly assembled this _____ day of _____, 2020.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: October 6, 2020

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

**Anderson County Planning Commission
Staff Report
June 9, 2020**

Applicant: Jimmy Bayne
Current Owner: J & S Properties LLC
Property Address: Liberty Highway
Precinct: Five Forks
Council District: 4
TMS #(s): 119-00-17-026
Acreage: +/- 141.81
Current Zoning: I-2 (Industrial Park District)
Requested Zoning: R-8 (Single-Family Residential 8,000 square feet)
Surrounding Zoning: North: I-2 (Industrial Park District)
South: I-2 (Industrial Park District) and C-2 (Highway Commercial)
East: I-2 (Industrial Park District) and R-20 (Single-Family Residential)
West: I-1 (Industrial District)

Evaluation: The purpose of the Single-Family Residential District is established as areas in which the principal use of land is for single family dwellings and for related recreational, religious, and educational facilities normally required to provide an orderly and attractive residential area.

This request is to rezone the parcel of property described above from I-2 (Industrial Park District) to R-8 (Single-Family Residential). The applicant's intent is to develop a single family detached residential development.

The project will include 380 lots with open space. The developer is proposing 2 new access points off Liberty Highway and 2 new access points off Manse Jolly Road. Liberty Highway is classified as an arterial road and Manse Jolly Road is classified as a collector.

The developer is proposing the following infrastructure improvements which will include public roads, curb and gutter, sidewalks, storm drainage, public water, public sewer, and community common areas. The community

common area will contain a community pool, cabana, and associated parking. Developer will be required to tie on to sewer if approved.

A traffic impact study will be required for a development of this size. According to SCDOT, dependent upon the traffic impact study, it is likely that US 178 would need to be widened to accommodate a left turn lane and possibly a right turn lane into each access. Just like US 178, and dependent upon the traffic impact study, Manse Jolly Road may need to be widened to accommodate left turn lanes. If left turn lanes are recommended, there may be some operational issues with the offset and approach angle of Bluebird Lane.

Industrial Park District uses are adjacent to the subject parcel. The Future Land Use Map in the County's Comprehensive Plan (2016) identifies the area as commercial and industrial.

Public Outreach:

Staff hereby certifies that the required public notification actions have been completed, as follows:

- May 22: Rezoning notification signs posted on subject property;
- May 22: Rezoning notification postcards sent to 98 property owners within 2,000' of the subject property;
- May 25: Planning Commission public hearing advertisement published in the *Independent-Mail*.

Public Feedback:

To date, staff has received three phone calls requesting more information.

Staff Recommendation:

The Future Land Use map identifies the area as commercial and industrial. However, due to new data provided to staff pertaining to the topography and environmental constraints of the property, the property is not suitable to be developed as industrial and residential would be a better option. Therefore, staff recommends approval of the project.

Planning Commission
Recommendation:

The Anderson County Planning Commission met on June 9, 2020 and after a duly noted public hearing recommended **denial** of a request to rezone from I-2 to R-8. The vote was **2** in favor, **3** opposed, and **2** absent.

Ordinance 2020-015

Page 3 of 3

County Council:

The Anderson County Council will meet on July 7, 2020 and hold a duly noted public hearing and 1st reading on this request to rezone from I-2 to R-8.



Rezoning Request Recommendation

6/9/20

Date of Planning Commission Meeting

Denial

Recommendation (Approval or Denial)

Project Information

Name of Applicant: Jimmy Bayne

Property Location: Liberty Highway

County Council District: 4 School District: _____

Total Acreage: 141.81 Current Land Use: _____

Current Zoning: F-2 Requested Zoning: R-8

Purpose of Rezoning: Single family detached residential development

Recommendation

Recommendation Rendered: Deny

Reason(s) for Denial, if applicable:

- Compatibility with Future Land Use Map
- Compatibility with Traffic Levels
- Compatibility with Density Levels
- Availability of Infrastructure Support
- Compatibility with Surrounding Properties
- Use and Value of Surrounding Properties
- Other (please elaborate): _____

Explanation of Reasons: _____

Planning Commission Presiding Chairman: David Cochran

Signature: [Signature] Date: 6-9-2020

For Office Use Only:

Scheduled Commission Public Hearing Date: 6/9/20 Planning Commission Recommendation: _____

Scheduled Council Public Hearing Date: 7/7/20 County Council Decision: _____



Rezoning Application

Anderson County Planning & Community Development

4/29/2020

Date of Submission

Approved/Denied

Applicant's Information

Applicant Name: Jimmy Bayne (Owner - J&S Properties, LLC)
 Mailing Address: 130 Dandelion Trail Anderson, SC 29621
 Telephone: 864-270-2405
 Email: bayneJ@charter.net

Owner's Information (If Different from Applicant)

Owner Name: J&S Properties, LLC
 Mailing Address: 130 Dandelion Trail, Anderson, SC 29621
 Telephone: 864-270-2405
 Email: bayneJ@charter.net

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

I hereby appoint the person named the Applicant as my agent to represent me in this request for rezoning:

Owner's Signature

Date

Project Information

Property Location: Liberty Highway at Manse Jolly Rd
 Parcel Number(s)/TMS: 1190017026
 County Council District: CCD 4 School District: 4
 Total Acreage: +/- 141.81 Current Land Use: Vacant / Agricultural
 Requested Zoning: R-8 Current Zoning: I-2
 Purpose of Rezoning: Rezoning from industrial to residential for single-family detached housing.

Are there any Private Covenants or Deed Restrictions on the

Yes

No

Property? If you indicated no, your signature is required.

Jimmy Bayne
Applicant's Signature

4/29/2020
Date

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

Additional Information or Comments: _____

An accurate plat (survey) of the property must be submitted with this application.

If pursuing a review district classification (PD, IZOD, PC), a preliminary development plan, statement of intent and letters from appropriate agencies or districts verifying available and adequate public facilities must be submitted with the application.

Please refer to Chapter 70 of the Anderson County Code of Ordinances for further information regarding submission requirements.

As the applicant, I hereby confirm that all required information and materials for this application are authentic and have been submitted to the Planning & Community Development office.

Jimmy Bayne
Applicant's Signature

4/29/2020
Date

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

For Office Use Only:

Application Received By: _____

Complete Submission Date: _____

Commission Public Hearing: _____

Council Public Hearing: _____



ANDERSON COUNTY REZONING APPLICATION NARRATIVE

Please provide a narrative below, describing the proposed use of the property including, but not limited to:

1. General description of proposed use;
2. Plans for protection of abutting properties, if applicable;
3. Any additional information deemed reasonable for review.

The property consists of one parcel (TMS 1190017026) which is ±141.80 acres located on Liberty Highway between I-85 and Manse Jolly Road. The property is currently vacant agricultural land zoned Industrial Park District (I-2) and located inside Anderson County. The applicant is requesting a rezone to Single-Family Residential District (R-8) in Anderson County. The proposed use of the rezoned property would be for a single-family detached residential development. The development proposes (2) new access points off Liberty Highway and (2) new access points off Manse Jolly Road. Both roads are owned and maintained by SCDOT. The new roads within the development would be designed to public road standards with the intentions to turn them over to Anderson County. The total number of lots within the community would be approximately 380 lots with a minimum lot size of 8,000 SF. The density would be roughly 2.70 units/acre. Approximately 1/3 of the property will remain common area/open space. Maximum efforts will be made to buffer adjacent properties. Buffers will also be established along all existing roads including Interstate 85.

Infrastructure improvements will include public roads, curb & gutter, sidewalks, storm drainage, public water, public sewer, and community common areas. Stormwater management areas may be dry or wet depending on water sources and privately owned by an established HOA. The community common areas will contain a community pool, cabana, and associated parking. Other areas may contain features such as tot lots, fire pits, walking trails, and/or dog parks. Mailbox clusters will be provided in these areas with the central mail center located at the main amenity center along Liberty Highway.



Aerial Photography

**Rezoning Request
Liberty Highway
I-2 to R-8**

0 500 1,000 2,000 Feet



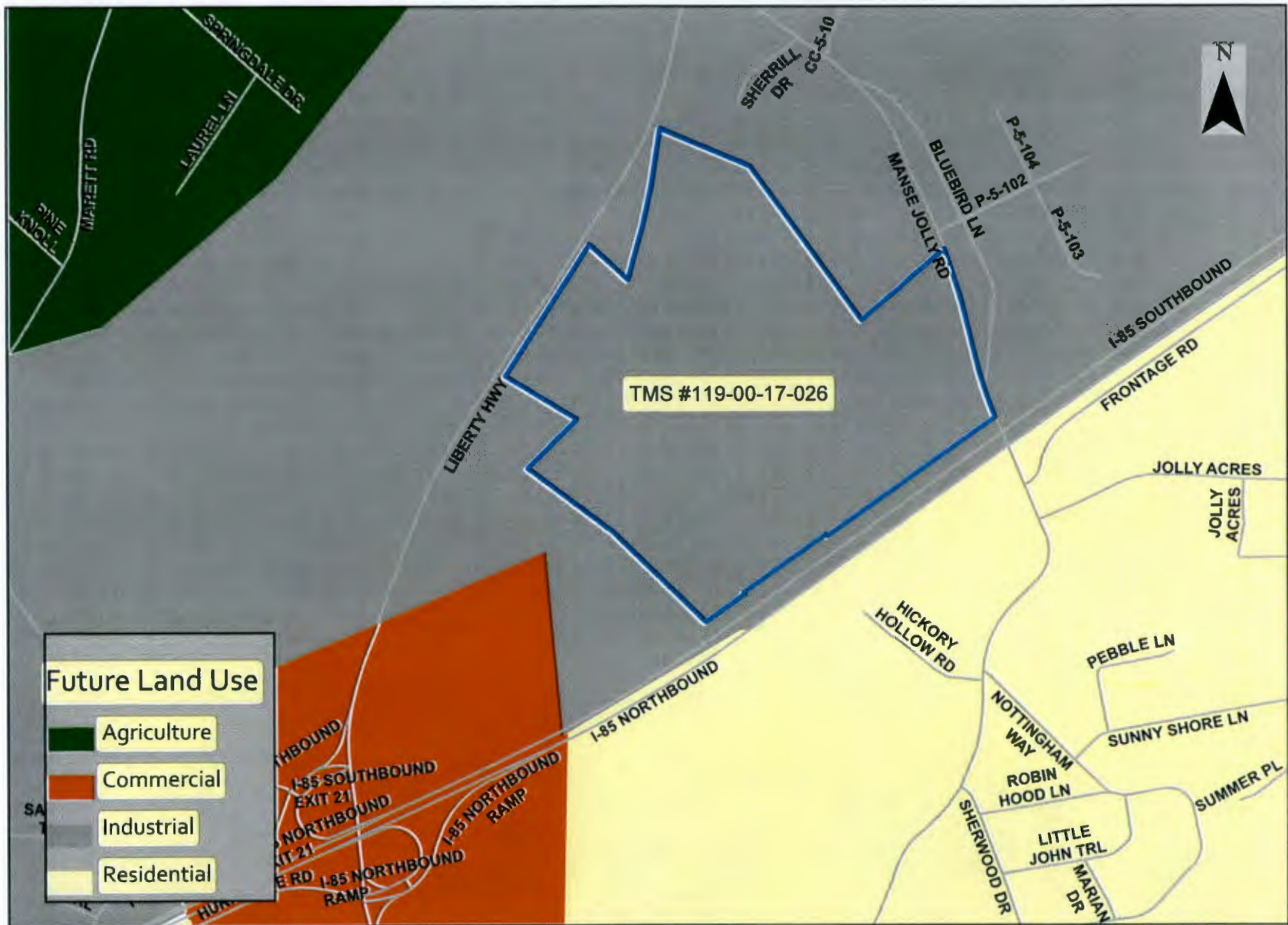
Aerial Photography

**Rezoning Request
Liberty Highway
I-2 to R-8**

0 1,000 2,000 4,000 Feet



**Rezoning Request
Liberty Highway
I-2 to R-8**



**Rezoning Request
Liberty Highway
I-2 to R-8**

0 1,000 2,000 4,000 Feet



5/22/20



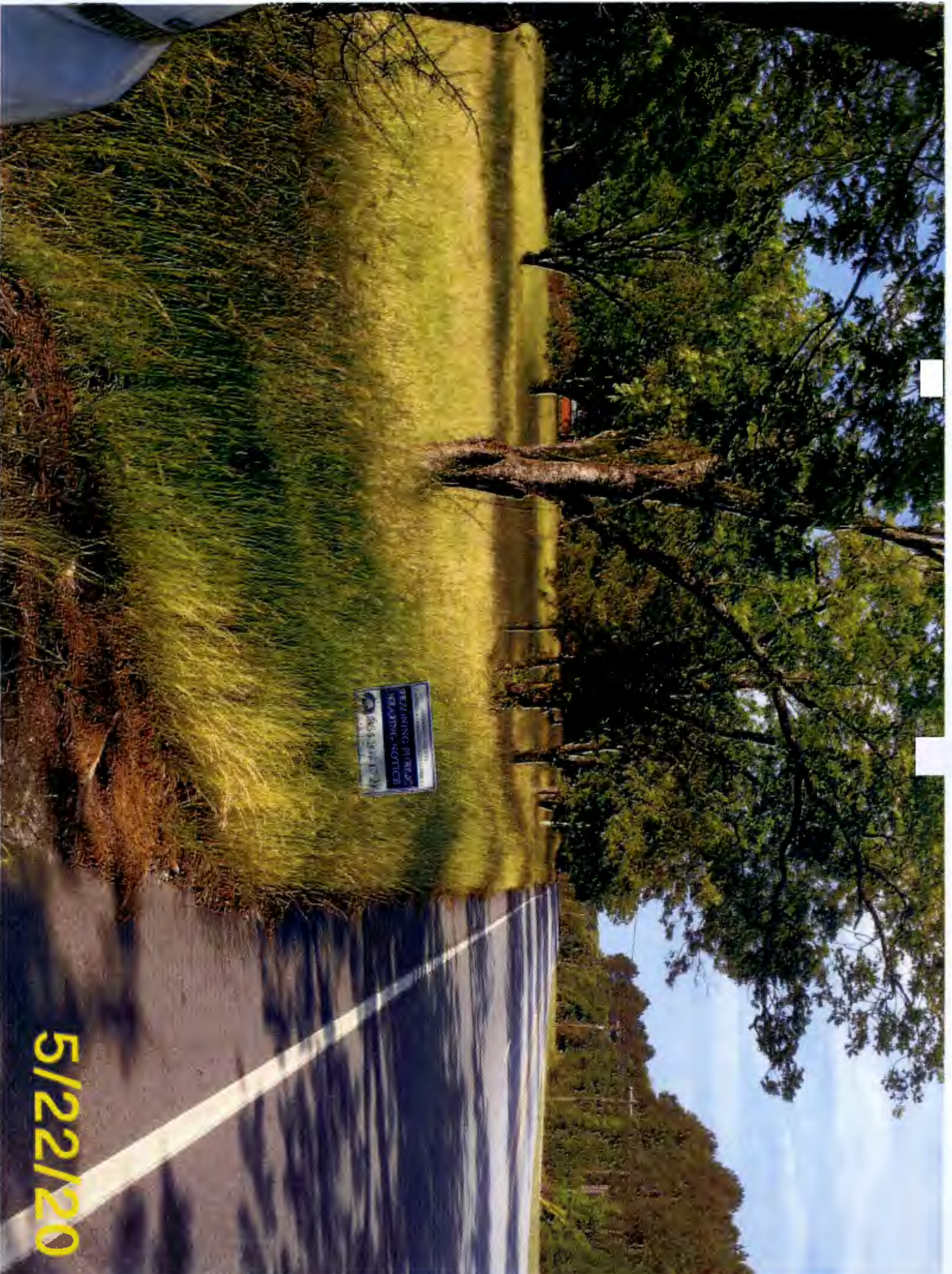
5/22/20



5/22/20

BEARING PLANT
REPLACEMENT NOTICES

5/22/20





AMERICAN WATER
WATER & SEWER
5/22/20

5/22/20



PROVIDING PUBLIC
HEARING NOTICE
866-266-4720

5/22/20



5/22/20



5/22/20

ORDINANCE NO. 2020-033

AN ORDINANCE TO AMEND SECTION 38-312 (PRELIMINARY PLAT) OF THE ANDERSON COUNTY CODE TO FURTHER DEFINE AND CLARIFY THE AMENDMENT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council desires to further define and clarify the requirements of a preliminary plat; and

WHEREAS, the Anderson County Council has determined that the amendments to Code Section 38-312 will provide for further transparency in the approval process for preliminary plats.

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

1. Section 38-312 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

Sec. 38-312. Preliminary Plat

Section 312 - Preliminary Plat Procedures

- 1) Developer or Subdivider must meet with County Council District Representative, Planning Commission Representative of the appropriate district, and staff to discuss proposed project.
- 2) Community Meeting must be held at the respective time and place for public review and discussion.
- 3) After required meetings for proposed development, formal subdivision application must be submitted and fees paid.
- 4) The preliminary plat submittal shall contain the following information:
 - a. Location of subdivision on a map indicating surrounding areas at an appropriate scale sufficient to locate the subdivision.
 - b. Map of development at a scale of not less than one inch equals 200 feet and not more than one inch equals 50 feet.
 - c. Name of subdivision, name and address of the owner(s), name of engineer or surveyor and the names of the owners of abutting properties.
 - d. A boundary survey of the area to be subdivided, showing bearings measured in degrees, minutes and seconds and distances measured in feet and decimals thereof.
 - e. Present land use of land to be subdivided and of the abutting property and/or properties.
 - f. Acreage of land to be subdivided.
 - g. Any and all setback requirements
 - h. Contour maps of the proposed subdivision, with maximum contour intervals of ten feet or three meters.
 - i. Tax map number of original parcel or parcels prior to subdivision.

- j. Location of existing and proposed easements with their location, widths and distances.
 - k. Location of existing water courses, culverts, railroads, roads, bridges, dams, and other similar structures or features.
 - l. Location of utilities and utility easements on and adjacent to the tract, showing proposed connections to existing utility systems.
 - m. Proposed lot lines, lot numbers, lot dimensions and lot acreages.
 - n. North arrow.
 - o. Proposed road names pre-approved by E-911 Addressing Office for the county.
 - p. Sidewalks where required or proposed.
 - q. Certification by licensed surveyor stating that all lot sizes meet minimum size standards.
 - r. Designation of any areas that fall within any flood plain indicating the high-water mark for same.
 - s. Designation of any and all wetlands, surface waters, and intermittent streams.
- 5) For new proposed developments, traffic study shall be conducted, reviewed, and approved by the Roads and Bridges Principal Engineer.
 - 6) Utility service agreement contract letter shall be provided for proposed development and submitted with the preliminary plat.
 - 7) Preliminary plat approval is valid for 12 months. If no action has been taken within the 12 month period, the preliminary plat approval is hereby null and void. Final plats must be approved and recorded within 12 months after preliminary plat approval has been granted. Extensions may be granted by the Planning Commission under extenuating circumstances. If an extension is needed, a resubmittal to the Planning Commission will be required for review.
 - 8) Public and private roads and sewer improvements shall be constructed within 18 months from approval for each phase of the development. Extensions may be granted by the Planning Commission under extenuating circumstances. If an extension is needed, a resubmittal to the Planning Commission will be required for review.

2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

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

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

ORDAINED in meeting duly assembled this _____ day of _____, 2020.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

ORDINANCE NO. 2020-034

AN ORDINANCE TO AMEND SECTION 38-118 (f) OF THE ANDERSON COUNTY CODE OF ORDINANCES, SO AS TO CLARIFY TRAFFIC IMPACT STUDY REQUIREMENTS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the requirements and minimum development thresholds pertaining to traffic impact studies are established in Chapter 38, Section 118(f) of the Anderson County Code of Ordinances;

WHEREAS, the Anderson County Council passed Ordinance No. 2017-036 which amended Section 38-118 (f) of the Anderson County Code of Ordinances; and

WHEREAS, the Anderson County Council desires to further amend Section 38-118 (f) of the Anderson County Code of Ordinances.

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

1. Section 38-118(f) of the Code of Ordinances, Anderson County, South Carolina is hereby amended to read as follows:

Sec. 118(f). Traffic Impact Studies.

Section 118 - Traffic impact studies.

A traffic impact study shall be required for access approval through the state and county encroachment permit process when a development will generate 100 or more trips during the peak hour of the traffic generator or the peak hour of the adjacent street. The traffic impact study and subsequent access locations, turning lane and signalization requirements shall follow the South Carolina Department of Transportation Access and Roadside Management Standards, latest edition. For studies of county roads, the county engineer will hire and work with a traffic engineer to coordinate the study area needed in order to perform the traffic impact study. Coordination between the county and SCDOT will also be handled by the county engineer to ensure that all required county roads, state roads and pertinent intersections are accounted for in the traffic impact study area. Upon completion of the traffic impact study, it will be delivered to the developer. The developer shall be responsible for all costs of the required study, roadway improvements identified in the study, and right-of-way acquisition. The traffic impact study shall be included with the preliminary plat. Any changes to the traffic study or preliminary plat must be resubmitted to the Planning Commission.

Table: Institute of Transportation Engineers Trip Generation Manual Examples

Land Use	100 Peak Hour Trips
Single Family Home	90 units

Apartments	150 units
Condos/ Townhomes	190 units
Mobile Home Park	170 units
Shopping Center -Gross Leasable Area (GLA)	16,000 s.f.
Fast Food Restaurant w/Drive In - Gross Floor Area.	2,000 s.f
Gas Station w/Convenience Store	7 fueling positions
Banks w/Drive-In (GFA)	4,000 s .f .
General Office	67,000 s.f.
Medical/Dental Office	29,000 s .f .
Research & Development	71,000 s.f.
Light Industrial/Warehousing	185,000 s.f.
Manufacturing Plant (GFA)	144,000 s.f.

2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

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

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

ORDAINED in meeting duly assembled this _____ day of _____, 2020.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

ORDINANCE NO. 2020-035

AN ORDINANCE TO AMEND ARTICLE III, DIVISION 5 OF CHAPTER 38 OF THE ANDERSON COUNTY, SOUTH CAROLINA, CODE OF ORDINANCES SO AS TO ADD A NEW SECTION 38-360 REGARDING CONSERVATION DEVELOPMENT STANDARDS; AND OTHER MATTERS RELATED THERETO. (TITLE ONLY)

ORDINANCE NO. 2020-036

AN ORDINANCE TO AMEND SECTION 38-118 OF THE ANDERSON COUNTY, SOUTH CAROLINA CODE OF ORDINANCES SO AS TO ADD A NEW SECTION 38-118 (g) REGARDING ACCELERATION AND DECELERATION LANES FOR CERTAIN DEVELOPMENTS; AND OTHER MATTERS RELATED THERETO. (TITLE ONLY)

ORDINANCE NO. 2020-037

AN ORDINANCE TO APPROVE A SUBLEASE AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND LAKE HARTWELL DEVELOPMENT GROUP, LLC FOR THE ASPURY PARK SITE ON LAKE HARTWELL LOCATED AT THE END OF ASBURY PARK ROAD; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County has entered into a lease agreement (Lease No. DACW 21-1-20-0063) with the Secretary of the Army for the Asbury Recreation Area ('Asbury Park') or (the "Property") on Lake Hartwell in Anderson County, South Carolina.

WHEREAS, Anderson County entered into the lease with the Secretary of the Army in anticipation of entering into a Sublease with Lake Hartwell Development Group, LLC ("LHDG") for redevelopment of Asbury Park;

WHEREAS, the Sublease with LHDG must be approved by Ordinance by the County Council and must be approved by the Department of the Army; and

WHEREAS, the sublease will be substantially the form as Exhibit A attached hereto.

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

1. The Chairman of the Anderson County Council and the County Administrator are hereby authorized to execute any and all documents to obtain a Sublease with LHDG for the Asbury Park Site on Lake Hartwell in substantially the form attached hereto as Exhibit A.

2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

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

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

ORDAINED in meeting duly assembled this _____ day of _____, 2020.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

SUBLEASE AGREEMENT
between
XXXXX County and XXXXXX
LEASE NO. DACW21-1-XXXXX
HARTWELL LAKE PROJECT
ANDERSON COUNTY, SOUTH CAROLINA

This SUBLEASE AGREEMENT is made and entered into by and between Anderson County, (hereinafter referred to as "SUB-LESSOR") and XXXX Inc., (hereinafter referred to as "SUB-LESSEE").

In consideration of the mutual covenants and agreements set forth in this SUBLEASE and for other good and valuable consideration, the receipt of which is hereby acknowledged, SUB-LESSOR does hereby sublease to SUB-LESSEE and SUB-LESSEE does hereby sublease from SUB-LESSOR the premises generally described as follows:

Approximately _____ acres of land and water area under the primary jurisdiction of the Department of the Army in the Hartwell Project Area, hereinafter referred to as the premises as shown on attached Exhibit "A", for public park and recreational purposes from the Department of the Army of the United States; on Hartwell Lake, Anderson County, South Carolina (hereafter referred to as the "PREMISES").

1. TERM

The term of this SUBLEASE is twenty-five years **(25) years**, beginning on _____, _____ and ending on _____, _____, unless sooner terminated as provided for in this SUBLEASE and in no case shall the SUBLEASE exceed the term of the Prime Lease DACW21-1-XXXXX(hereinafter referred to as "LEASE").

2. RENT

SUB-LESSEE agrees to pay to the SUB-LESSOR rental payments in the amount of one dollar per year. SUB-LESSEE agrees to assume and pay to SUB-LESSOR any other fees or costs assessed by the Government.

3. FEES

Fees may be charged by the SUB-LESSEE for use of the premises or any facilities, however, no user fees may be charged by the SUB-LESSEE or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

4. SUBLEASE

SUB-LESSEE accepts this SUBLEASE subject to all of the terms and conditions of a certain Lease Agreement, Supplemental Agreement, Extension or Modification of the Lease for the property described in the U.S. Army Corps of Engineers Lease No. DACW21-1-XXXXX, under which the SUB-LESSOR holds the premises as Lessee. SUB-LESSEE is hereby charged at all times with full knowledge of all the limitations

and requirements of above said lease, and the necessity for correction of deficiencies, and with compliance with requests by the Government. Sublease is subject to the prime Lease, and all activities must be approved by the District Engineer. In the event of a conflict between the prime lease and the sublease, the prime lease shall be the controlling document. SUB-LESSEE covenants that it will do no act or thing which would constitute a violation of said Lease or any renewal, modification, or subsequent Lease the SUB-LESSOR may have with the Government.

5. USE OF PREMISES

SUB-LESSEE shall use the Leased Premises for recreational purposes. SUB-LESSEE shall not commit any waste nor create any nuisance on the Leased Premises and shall comply with all rules and regulations as established by the SUB-LESSOR. SUB-LESSEE shall comply with all applicable rules and regulations of governmental agencies and health department concerning the SUB-LESSEES use of the PREMISES. Hours of operation will be 8:00 a.m. to 10:00 p.m. on Monday-Sunday -(i.e. Saturdays, Sundays, and Holidays plus any special events and other times) as agreed upon in writing by the General Manager or the authorized representative of XXXXXX.

6. MAINTENANCE

SUB-LESSEE shall at its sole expense maintain and keep the premises, structures and surrounding area in good condition and state of repair and shall leave the Leased Premises in essentially the same condition as it was when delivered to the SUB-LESSEE by the SUB-LESSOR. SUB-LESSEE shall pay all utility charges for electric, water, heat, gas, and telephone service used on the Leased Premises directly to the appropriate utility company/corporation. SUB-LESSEE shall pay the pro-rate share of the cost of trash removal services from the Leased Premises relating to its operation.

7. INSURANCE

SUB-LESSEE shall maintain and pay all property and liability insurance and any other insurance necessary and prudent for normal operation of the facilities on the premises, including but not limited to workers' compensation insurance. SUB-LESSEE shall furnish the SUB-LESSOR with a copy of a Certificate of Insurance with SUB-LESSOR furnishing a copy to U.S. Army Corps of Engineers, Real Estate Division (ATTN: RE-RM), 100 West Oglethorpe Ave, Savannah, Georgia 31401, naming the SUB-LESSOR and U.S. Army Corps of Engineers as additional named insureds and having a policy limit of \$1,000,000.00 per claim and aggregate of \$1,000,000.00.

8. INDEMNITY OF SUB-LESSOR AND GOVERNMENT

SUB-LESSOR AND GOVERNMENT shall not be liable to SUB-LESSEE or to SUB-LESSEE'S employees, agents, officers, directors, invitees, customers and/or visitors for any injury to persons or damage to property on or about the Premises caused by the negligence or misconduct of the SUB-LESSEE or its employees, customers, invitees, or any other person arising out of the use of the Premises by the SUB-LESSEE and SUB-LESSEE agrees to indemnify and hold the SUB-LESSOR AND GOVERNMENT harmless from any claims or damages arising from such injury or damage.

9. DEFAULT

If SUB-LESSEE shall allow any payment obligation under this SUBLEASE to be in arrears or be in default under any of the other terms or conditions set forth in this SUBLEASE for a period of more than fifteen (15) days after written notice of such delinquency, SUB-LESSOR may without further notice to the SUB-LESSEE terminate this SUBLEASE and re-enter and take possession of the Premises without being deemed guilty of trespass.

10. TRANSFERS, ASSIGNMENTS, AND SUBLEASES

SUB-LESSEE may not assign, sublet, transfer, or in any manner encumber this SUBLEASE without the prior written approval of the SUB-LESSOR and written consent by the Government.

11. NOTICES

All notices required hereunder must be given by certified or registered mail addressed to the proper party at the following address:

SUB-LESSOR: _____
ATTN: _____

SUB-LESSEE: _____
ATTN: _____

12. NON-DISCRIMINATION

a. The SUB-LESSEE shall not discriminate against any person or persons or exclude them from participation in the SUB-LESSEE's operations, programs or activities conducted on the premises, because of race, color, religion, sex, age, handicap, or national origin. The SUB-LESSEE will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

b. The SUB-LESSEE, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1 and Army Regulation 600-7. This assurance shall be binding on the SUB-LESSEE, its agents, successors, transferees, sub-lessees and assignees.

13. PROHIBITED USES

The SUB-LESSEE will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The SUB-LESSEE will not subdivide nor develop the premises into private residential development

14. ENTIRE AGREEMENT

This SUBLEASE and Lease No. DACW21-1-14-2011, and any amendments thereto now or in the future, represents the entire agreement of the parties and no modification, amendment, or alteration of the terms of this agreement shall be binding unless in writing and duly executed by all the parties.

This SUBLEASE AGREEMENT is hereby executed this _____ day of _____, 20_____.

SUB-LESSEE:

By:

Title: _____

SUB-LESSOR:

By: _____

Title: _____

Consent to this SUBLEASE AGREEMENT:
(Reviewed as to content, but not a party hereto)

UNITED STATES OF AMERICA

By: _____

Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

ORDINANCE NO. 2020-038

AN ORDINANCE (1) AUTHORIZING PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT, BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY IDENTIFIED BY THE COUNTY AS PROJECT UNDERWOOD, AS SPONSOR, AND ONE OR MORE EXISTING OR TO-BE-FORMED OR ACQUIRED SUBSIDIARIES, OR AFFILIATED OR RELATED ENTITIES AND CERTAIN SPONSOR AFFILIATES, TO PROVIDE FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; (2) AUTHORIZING PURSUANT TO TITLE 4, CHAPTERS 1 AND 29 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE GRANT OF CERTAIN SPECIAL SOURCE REVENUE CREDITS TO PROJECT UNDERWOOD; AND (3) OTHER RELATED MATTERS.

WHEREAS, Anderson County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “Act”) and Article VIII, Section 13 of the South Carolina Constitution (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina (the “State”) will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes (“FILOT”) with respect to such investment (“FILOT Payments”); (iii) under Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (“MCIP Act”) to create multi-county industrial parks with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, and under the authority provided in the MCIP Act, the County has created previously a multi-county park with Greenville County, South Carolina [INSERT DETAILED DESCRIPTION OF THE PARK AGREEMENT] (“Park”); (iv) under Sections 4-1-175, 4-29-68, and 12-44-70 of the Code of Laws of South Carolina 1976, as amended (“Infrastructure Credit Act”), to grant special source revenue credits to reimburse eligible infrastructure expenses; and (v) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, [Project Underwood], a [STATE ENTITY], previously identified by the County as Project Underwood along with one or more existing or to be formed or acquired subsidiaries, or affiliated or related entities, as Sponsor, (“Company”) and any Sponsor Affiliates (as defined under the Act and the Fee Agreement) that the Company may designate and have the Count approve in accordance with the Act, contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein, anticipates establishing facilities in the County through the acquisition, construction, and purchase of certain land, buildings, furnishings, fixtures, apparatuses, and equipment (the “Project”), which will result in approximately \$3,000,000 in new investment in real and personal property in the County (“Investment”); and

WHEREAS, by its Resolution adopted on November 12, 2020, the County identified the Project, as required by the Act; and

WHEREAS, the Project will be located on one or more parcels of real property or a portion thereof within the County, with improvements thereon, bearing Anderson County tax map [number(s) ###], as further described in **Exhibit A** (“Project Site”); and

[WHEREAS, pursuant to [enter] dated [enter], the Project along with the Project Site has been located in the Park and the Company has requested the County maintain the Project and Project Site in the Park for no less than the duration of the Fee Agreement; and]

[WHEREAS, the County desires to enlarge the boundaries of the Park to include the Project and Project Site and to ensure that the Project and Project Site remains in the Park or any other multi-county park created under the MCIP Act for no less than the duration of the Fee Agreement; and]

WHEREAS, in connection with the Project, the Company has requested and the County desires to offer, as an inducement for the Project: (i) the incentive of a FILOT arrangement for a term of 30 years and having a fixed assessment ratio of 6% with a fixed millage rate equal to the lowest millage rate permitted pursuant to Section 12-44-50(A)(1)(D) of the Act, the terms of which shall be further set forth in a fee-in-lieu of *ad valorem* taxes agreement between the County and the Company (“Fee Agreement”), the form of which is attached hereto as **Exhibit B**; (ii) the placement and maintenance of the Project in a multi-county industrial park of which the County is a member county; (iii) certain special source revenue credits and (iv) other incentives that may be further described in the Fee Agreement (collectively, the “Incentives”); and

WHEREAS, [AFFILIATE] intends to participate in the Investment in the Project at the Project Site and desires to be approved as a Sponsor Affiliate to the Fee Agreement pursuant to Section 12-44-10 of the Act and as further defined in the Fee Agreement; and

WHEREAS, the parties recognize and acknowledge that the Company would not otherwise undertake the Project in the County but for the delivery of the Incentives as set forth herein.

NOW THEREFORE, BE IT ORDAINED, by the County Council:

Section 1. *Project Finding.* The County hereby finds and affirms, based on information provided by the Company: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

Section 2. *Authorization to Execute and Deliver Fee Agreement.* The form, terms, and provisions of the Fee Agreement presented to this meeting, attached hereto as **Exhibit B**, and filed with the Clerk to County Council are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chair of County Council is authorized and directed to execute the Fee Agreement with any minor modifications and revisions as may be approved by the Chair of County Council, the County Administrator, and the County Attorney, in the name of and on behalf of the County, and the Clerk to County Council is authorized and directed to attest the same; and the Chair of County Council, the County Administrator, and the County Attorney are further authorized and directed to deliver the executed Fee Agreement to the Company.

Section 3. *Inclusion and Maintenance of the Project in the Park.* [The expansion of the Park boundaries to include the Project and the Project Site is hereby approved.] The County will use its best

efforts to ensure that the Project is incorporated into and will remain in the Park (or a successor multi-county industrial park) for no less than the term of the Fee Agreement.

Section 4. *Approval of Sponsor Affiliate.* The County approves [AFFILIATE]'s participation in the Fee Agreement as a Sponsor Affiliate as contemplated under the Act and the Fee Agreement.

Section 5. *Grant of Special Source Revenue Credits.* The County approves the grant of certain special source revenue credits to [Project Underwood] to reimburse [Project Underwood] for certain eligible infrastructure expenditures pursuant to the MCIP Act and the Infrastructure Credit Act, as more particularly described in the Fee Agreement attached hereto as **Exhibit B**.

Section 6. *No Recapitulation Required.* Pursuant to Section 12-44-55(B) of the FILOT Act, the County hereby agrees that no recapitulation information, as set forth in Section 12-44-55(A) of the FILOT Act is required to be provided by the Company in the Fee Agreement, or in any other documents or agreements in connection with the fee-in-lieu of tax arrangement between the Company and the County, so long as the Company shall file a copy of the South Carolina Department of Revenue form PT-443, and any subsequent amendments thereto, and all filings required by the FILOT Act with the County after the execution of the Fee Agreement by the County and the Company.

Section 7. *Further Acts.* The County Council authorizes , the Chair of County Council, the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

Section 8. *General Repealer.* All ordinances, resolutions, and their parts in conflict with this Ordinance are, to the extent of that conflict repealed.

Section 9. *Severability.* Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

This Ordinance takes effect and is in full force only after the County Council has approved this Ordinance following three readings and a public hearing.

Done in meeting duly assembled this first day of _____, 2020.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert,
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

READINGS:

First reading: November 12, 2020
Second reading:
Public hearing:
Third reading:

EXHIBIT A
Property Description

[INSERT LEGAL DESCRIPTION]

EXHIBIT B
Fee Agreement
[ATTACHED]

FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT

BY AND AMONG

[PROJECT UNDERWOOD]

AND

ANDERSON COUNTY, SOUTH CAROLINA

December 1, 2020

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EXHIBIT A: Legal Description of Property

EXHIBIT B: Form of Joinder Agreement

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“Fee Agreement”) is made and entered into as of December 1, 2020, by and between Anderson County, South Carolina (“County”), a body politic and corporate and a political subdivision of the State of South Carolina (“State”), acting by and through the Anderson County Council (“County Council”) as the governing body of the County, and a company known to and identified by the County as Project UNDERWOOD, a [STATE ENTITY], along with affiliated or related entities, and assigns, as sponsor (“Sponsor”), [AFFILIATE], a [STATE ENTITY], as a Sponsor Affiliate (as defined under the Act and in this Fee Agreement) (“Affiliate” and, together with Sponsor, the “Company”) and any other entity that may also join as a Sponsor Affiliate (hereinafter, the County, the Company, and the Affiliate are referred to individually as a “Party” and, collectively, as the “Parties”).

WITNESSETH:

(a) The County, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “Act”) and Article VIII, Section 13 of the South Carolina Constitution (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes (“FILOT”) with respect to such investment (“FILOT Payments”); (iii) under Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (“MCIP Act”), to create multi-county industrial or business parks with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, and under the authority provided in the MCIP Act, the County has created previously a multi-county industrial or business park with Greenville County, South Carolina (“Park”); (iv) under Sections 4-1-175, 4-29-68, and 12-44-70 of the Code of Laws of South Carolina 1976, as amended (“Infrastructure Credit Act”), to grant special source revenue credits to reimburse eligible infrastructure expenses; and (v) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended; and

(b) Pursuant to the Act, the County has determined that (i) the Project (as defined herein) will benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise provided locally; (ii) the Project will not give rise to any pecuniary liability of the County or any incorporated municipality or to any charge against any of their general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public will be greater than the costs to the public; and

(c) The Sponsor, along with the Affiliate and one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities and any Sponsor Affiliates that the Sponsor may designate and have the County approve in accordance with the Act, contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein and to be further set forth in future agreements, and, to the extent allowed by law, anticipates establishing facilities in the County through the acquisition, construction, and purchase of certain land, buildings, furnishings, fixtures, apparatuses, and equipment (the “Project”), which will result in approximately \$3,000,000 in new investment in real and personal property in the County (“Investment”); and

(d) Pursuant to a Resolution adopted November 12, 2020, the County Council identified the Project, as required under the Act, and pursuant to County Council Ordinance No. _____ adopted on

December 1, 2020, authorized (i) the execution and delivery of this Fee Agreement with the Company, (ii) the participation in this Fee Agreement by Affiliate as a Sponsor Affiliate, and (iii) the inclusion of the Project in the Park.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the Parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I

DEFINITIONS

Section 1.1 Terms. The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise. “Chair” means the Chairman of the County Council.

“Code” means the South Carolina Code of Laws, 1976, as amended.

“Commencement Date” means the last day of the first property tax year during which Economic Development Property (defined below) is placed in service except that this date may not be later than the last day of the property tax year which is three years from the year in which the County, the Sponsor and the Sponsor Affiliates entered into this Fee Agreement.

“County” means Anderson County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina, its successors and assigns, acting by and through the Anderson County Council as the governing body of the County.

“County Council” means the Anderson County Council, the governing body of the County.

“Department” and “SCDOR” mean the South Carolina Department of Revenue.

“Diminution of Value” with respect to any Phase of the Project means any reduction in the value based on original fair market value as determined in Step 1 of Section 3.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company’s removal of equipment pursuant to Section 3.7 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 3.8 of this Fee Agreement, or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 3.9 of this Fee Agreement.

“Economic Development Property” means all items of real and tangible personal property comprising the Project which qualify as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Company and, as applicable, any Sponsor Affiliate in connection with its annual filing of a SCDOR PT-300 or comparable forms with the Department (as such filing may be amended from time to time) for each year within the Investment Period, as that period may be extended by subsequent, formal action of County Council, or automatically as permitted under the Act or under this Fee Agreement. Title to all Economic Development Property shall at all times remain vested in the Company and, as applicable, in any Sponsor Affiliate, except as may be necessary to take advantage of the effect of Section 12-44-160 of the Act.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings, and other personal property together with any and all additions, accessions, replacements, and substitutes thereto or therefor acquired by the Company and, as applicable, any Sponsor Affiliate, during the Investment Period as a part of the Project under this Fee Agreement. The Equipment and its constituent parts together with any and all improvements or other features constructed on, or personal property installed or placed on the Project Site (defined below) by or for the Company, or, as applicable, any Sponsor Affiliate, including without limitation, machinery, fixtures, trade fixtures, and other personal property are personal property for purposes of applicable South Carolina law.

“Event of Default” means any Event of Default specified in Section 3.14 of this Fee Agreement.

“Fee Term” or “Term” means the period from the date of delivery of this Fee Agreement until the last Phase Termination Date (defined below) unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT” means fee in lieu of *ad valorem* tax(es).

“FILOT Payment(s)” means the payment(s) in lieu of *ad valorem* tax(es) which the Company and, as applicable, any Sponsor Affiliate, are obligated to pay to the County.

“Improvements” mean improvements to the Project Site, including buildings, additions, roads, sewer and other infrastructure, together with any and all additions, accessions, replacements, and substitutions thereto or therefor acquired by the Company and, as applicable, the Sponsor Affiliate, during the Investment Period as part of the Project.

“Investment” shall mean that amount set forth in the recitals of this Fee Agreement and shall include but not be limited to (i) taxable and non-taxable capital expenditures, without regard to depreciation, which are made by the Company and, as applicable, any Sponsor Affiliate towards or for the benefit of the Project; (ii) capital expenditures, whether considered Economic Development Property or non-Economic Development Property, without regard to depreciation, which are made by the Company and, as applicable, any Sponsor Affiliate towards or for the benefit of the Project, regardless of the source of payment of such expenditures; (iii) the value of any assets leased by the Company and, as applicable, any Sponsor Affiliate, without regard to depreciation, regardless of the source of payment of such expenditures so long as the value of such leased assets are reported by the Company and, as applicable, any Sponsor Affiliate on their respective SCDOR PT-100 or PT-300 or comparable forms; and (iv) any other expenditures made by the Company and, as applicable, any Sponsor Affiliate that the County and the Company and, as applicable, any Sponsor Affiliate, may mutually agree upon in a writing that is executed by an authorized representative of the Company, the applicable Sponsor Affiliate and the County Administrator. The Investment for purposes of the Investment stated herein shall include those expenditures made by both the Company and, as applicable, any Sponsor Affiliate by the end of the Investment Period.

“Investment Period” means the period beginning with the first day that Economic Development Property is purchased or acquired and ending five years after the Commencement Date. The minimum investment must be completed within five years of the Commencement Date. Pursuant to Section 12-44-30(13) of the Act, the County may, at its discretion, extend this period for up to an additional five years upon passage of a resolution.

“Minimum Investment” or “Minimum Investment Requirement” means an investment in the project of at least two and one-half million dollars (\$2,500,000) within the Investment Period, in accordance with Section 12-44-30(14) of the Act.

“Phase” or “Phases” in respect to the Project means the Economic Development Property placed in service during each year of the Investment Period, as extended.

“Phase Termination Date” means, with respect to each Phase of the Project, the day twenty-nine years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31 of the year of the expiration of the 29th full calendar year, after the end of the Investment Period.

“Project” is further defined herein to mean the Equipment, Improvements, and the Project Site, together with the acquisition, construction, installation, design and engineering thereof, in phases.

“Project Site” means the real property upon which any part of the Project is to be constructed and expanded, as described in **Exhibit A** attached hereto, as may be amended from time to time by approval of the County Administrator or by adoption of a Resolution by County Council, together with all and singular, the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto acquired or constructed by the Company and, as applicable, any Sponsor Affiliate; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

“Removed Components” means the following types of components or Phases of the Project or portions thereof, all of which the Company and, as applicable, any Sponsor Affiliate, as the case may be, shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company and, as applicable, any Sponsor Affiliate, in their sole discretion, determine to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company and, as applicable, any Sponsor Affiliate, in their sole discretion, elect to remove pursuant to Section 3.8(c) or Section 3.9(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and, as applicable, any Sponsor Affiliate and treated as a Removed Component under Section 3.7 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Sponsor Affiliate” means an affiliate that joins with or is an affiliate of the Company, or that otherwise has a contractual relationship with the Company with respect to the Project, whose investment with respect to the Project shall be considered part of the Investment and qualify for FILOT Payments pursuant to Section 3.1 hereof and Sections 12-44-30(20) and 12-44-130 of the Act and who joins and delivers a Joinder Agreement in a form substantially similar to that attached hereto as **Exhibit B** or who has otherwise joined as a party to this Fee Agreement.

Section 1.2 Amendments. Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement is deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 *Representations of the County.* The County hereby represents and warrants to the Company and any Sponsor Affiliate as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The Project constitutes a “project” within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

Section 2.2 *Representations of the Company.* The Company hereby represents and warrants to the County as follows:

(a) Each legal entity comprising the Company is a corporate entity, authorized or to be authorized to transact business under the laws of the State of South Carolina, and has the power to enter into this Fee Agreement.

(b) The Company’s execution and delivery of this Fee Agreement and its compliance with the provisions hereof do not result in a default, not waived or cured, under any Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for such purposes as permitted under the Act, as the Company may deem appropriate.

(d) The availability of the FILOT with regard to the Economic Development Property authorized by the Act, along with other incentives provided by the County, have induced the Company to undertake the Project in the County.

ARTICLE III FILOT PAYMENTS

Section 3.1 *Negotiated Payments.*

(a) Pursuant to Section 12-44-50 of the Act, the Company and, as applicable, any Sponsor Affiliate, are required to make FILOT Payments on all Economic Development Property that it placed in service on or before each December 31 within the Investment Period.

(b) The amount of such annual FILOT Payments shall be determined by the following procedure:

Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years, unless extended by the Parties in accordance with the Act, using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms-length transaction, fair market value is deemed to equal the original income

tax basis, otherwise, the Department will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company and, as applicable, any Sponsor Affiliate, for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company, and, as applicable, any Sponsor Affiliate, under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

Step 2: Apply an assessment ratio of 6.0% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the 29 years thereafter or such longer period of years that the annual FILOT Payment is permitted to be made by the Company and, as applicable, by any Sponsor Affiliate, under the Act.

Step 3: Multiply the taxable value determined in the preceding step by a millage rate equal to 460.8 mills, which the parties believe to be that rate in effect on June 30, 2019, for all taxing entities for the Project Site (which millage rate shall be a fixed rate for the term of this Fee Agreement), to determine the amount of the FILOT Payments which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments for a total of 30 years for each item of eligible Project property, or such longer period of years that the annual fee payment is permitted to be made by the Company and, as applicable, any Sponsor Affiliate, under the Act.

(c) The County agrees that the Project and Project Site shall be incorporated and remain in the Park during the Fee Term. If, for any reason, the Project Site and Project is ever excluded from the Park then the County shall ensure that the Project shall be immediately placed into another multi-county industrial or business park arrangement established pursuant to the MCIP Act, to which the County is a party and that would enable the Company to receive the benefits afforded by having the Project incorporated into a Park.

(d) In the event that the Act, the above-described FILOT Payments are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company and, as applicable, any Sponsor Affiliate, with the benefits to be derived hereunder. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Company and, as applicable, any Sponsor Affiliate, shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, and, as applicable, any Sponsor Affiliate, as the case may be, with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Company and, as applicable, any Sponsor Affiliate, to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company, and, as applicable, any Sponsor Affiliate, with respect to the Project pursuant to the terms hereof, and further reduced by any abatements provided by law.

Section 3.2 *Special Source Revenue Credits*

(a) As an inducement for the Investment and in accordance with the MCIP Act the Infrastructure Credit Act, the County grants to the Company and any Sponsor Affiliate a Special Source Revenue Credit (“SSRC”) equal to the Applicable SSRC Percentage shown in the table below multiplied by the amount of each FILOT Payment that becomes due with respect to Economic Development Property comprising the Project in the Park commencing with the first year in which a FILOT Payment becomes due under this Fee Agreement and each consecutive year thereafter for a total of twenty (20) years (“SSRC Term”). The County shall automatically reflect the SSRC against the FILOT Payment on those FILOT invoices provided by the County to the Company and any Sponsor Affiliate. The Company and any Sponsor Affiliate shall be permitted to utilize SSRC to offset any qualifying expenditures as provided under the Code, including under the Act, the MCIP Act, and the Infrastructure Credit Act.

<u>Years</u>	<u>Applicable SSRC Percentage</u>
1-10	95%
11-20	50%

(b) All SSRC’s granted to the Company shall be deemed to reimburse the Company first for any infrastructure expenditures related to real property necessary to serve the Project, thereby, to the extent of such reimbursements, avoiding the application of the recapture provisions in Section 4-29-68(A)(2)(ii)(a) of the Code.

(c) The cumulative dollar amount expended by the Company on infrastructure shall equal or exceed the cumulative dollar amount of all the SSRC’s received by the Company at any point in time, and the Company shall provide to the County, upon request by the County, documentation sufficiently adequate to prove such infrastructure costs to the reasonable satisfaction of the County.

Section 3.3 *Failure to Achieve Minimum Investment Requirements*

(a) In the event the Company, together with any Sponsor Affiliates, fails to achieve the Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company, with respect to its Economic Development Property only, and, as applicable, any Sponsor Affiliate, with respect to its Economic Development Property only, shall pay the County a “Deficiency Amount”. The Deficiency Amount shall be equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company, and, as applicable, any Sponsor Affiliate, would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company, and, as applicable, each Sponsor Affiliate, has made with respect to its Economic Development Property through and including the end of the Investment Period.

(b) In the event a Deficiency Amount is determined to be owing pursuant to this Section 3.3, it shall be payable to the County on or before the second (2nd) January 15 following the last day of the Investment Period. Any Deficiency Amount determined to be owing shall be subject to the minimum amount of interest that the Act may require.

(c) The remedies stated herein shall be the County’s sole remedies for the Company’s, and as applicable, any Sponsor Affiliate’s, failure to meet the Minimum Investment Requirement.

Section 3.4 *FILOT Payments on Replacement Property.* If the Company and, as applicable, any Sponsor Affiliate, elect to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-

44-60 of the Act, the Company, and, as applicable, any Sponsor Affiliate shall make statutory payments in lieu of *ad valorem taxes* with regard to such Replacement Property as follows:

(a) to the extent that the income tax basis of the Replacement Property (“Replacement Value”) is less than or equal to the original income tax basis of the Removed Components (“Original Value”) the amount of the FILOT Payments to be made by the Company and, as applicable, the Sponsor Affiliate, with respect to such Replacement Property, shall be calculated in accordance with Section 3.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 3.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, the maximum number of years for which the annual FILOT Payments are available to the Company and any Sponsor Affiliate for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (“Excess Value”), the FILOT Payments to be made by the Company and, as applicable, any Sponsor Affiliate, with respect to the Excess Value, shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 3.5 *Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.* In the event of a Diminution in Value of any Phase of the Project after the Investment Period and during the remainder of the Fee Term, the FILOT Payments with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 3.1 hereof.

Section 3.6 *Place and Allocation of FILOT Payments.* The Company and, as applicable, any Sponsor Affiliate, shall make the above-described FILOT Payments directly to the County in accordance with applicable law as to payment, collection and enforcement of FILOT Payments. FILOT Payments are to be allocated in accordance with the Act.

Section 3.7 *Removal of Equipment.* The Company and, as applicable, any Sponsor Affiliate, shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (Removed Components) shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem taxes*; (b) components or Phases of the Project or portions thereof which the Company, and, as applicable, any Sponsor Affiliate, in their sole discretion, determine to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable, or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, and, as applicable, any Sponsor Affiliate, in their sole discretion, elect to remove pursuant to Section 3.8(c) or Section 3.9(b)(iii) hereof.

Section 3.8 *Damage or Destruction of Project.*

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Company and, as applicable, any Sponsor Affiliate, shall be entitled to terminate this Fee Agreement in accordance with Section 3.22.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company and, as applicable, any Sponsor Affiliate, do not elect to terminate this Fee Agreement, the Company and, as applicable, any Sponsor Affiliate may, in their sole discretion, commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations,

and modifications (including the substitution and addition of other property) as may be desired by the Company and, as applicable, any Sponsor Affiliate. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to, any amounts due by the Company and, as applicable, any Sponsor Affiliate, to the County under Section 3.1 hereof, to the extent allowed by the Act.

(c) *Election to Remove.* In the event the Company and, as applicable, any Sponsor Affiliate, elect not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 3.9 *Condemnation.*

(a) *Complete Taking.* If, at any time during the Fee Term, title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued operation of the Project commercially infeasible in the judgment of the Company and, as applicable, any Sponsor Affiliate, then the Company or, as applicable, any Sponsor Affiliate (with respect to its Project property only) shall have the option to terminate this Fee Agreement in accordance with Section 3.22.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Company and, as applicable, any Sponsor Affiliate, may elect: (i) to terminate this Fee Agreement in accordance with Section 3.22 (with respect to its Project property only); (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company and, as applicable, any Sponsor Affiliate; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 3.10 *Maintenance of Existence.* The Company and, as applicable, any Sponsor Affiliate agree (i) that they shall not take any action which will materially impair the maintenance of their corporate existence and (ii) that they will maintain their good standing under all applicable provisions of State law. Notwithstanding the foregoing, any changes in the corporate existence of the Company or, as applicable, any Sponsor Affiliate, that result from internal restructuring or reorganization of the Company or, as applicable, any Sponsor Affiliate, or their parents are specifically authorized hereunder; and further, subject to the requirements to satisfy the Minimum Investment requirement under the Act, the Company and, as applicable, any Sponsor Affiliate are entitled to cease operations of the Project at any time without that cessation constituting an Event of Default under this Fee Agreement. Likewise, benefits granted to the Company and, as applicable, any Sponsor Affiliate, under this Fee Agreement shall, in the event of any such restructuring or reorganization, be transferred to the successor entity under the provisions of Section 3.13 hereof. Such transfers to a successor entity substantially similar in nature and function to the Company and, as applicable, any Sponsor Affiliate, are specifically approved and authorized by the County without any further action by the County Council.

Section 3.11 *Confidentiality/Limitation on Access to Project.* The County acknowledges and understands that the Company and, as applicable, any Sponsor Affiliate, utilize confidential and proprietary “state-of-the-art” information and data in their operations, and that a disclosure of any information, including, but not limited to, disclosures of financial or other information concerning the Company’s operations and, as applicable, any Sponsor Affiliate’s operations, could result in substantial and irreparable harm to them and could thereby have a significant detrimental impact on their employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County’s police powers, neither the County nor any employee, agent, or contractor of the County: (i) will request or be

entitled to receive any such confidential or proprietary information; (ii) will request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) will knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the foregoing, whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns or other documents while the Fee Agreement is in effect, the Company, and, as applicable, any Sponsor Affiliate, or owner of the Project at the time shall promptly furnish to the County through the County Attorney the completed form of such required documents together with a certification by the Company, and, as applicable, any Sponsor Affiliate, or owner that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company, and, as applicable, any Sponsor Affiliate or owner to comply with this provision, the Company, and, as applicable, any Sponsor Affiliate, or owner agrees to pay the statement for attorneys' fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within thirty (30) days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents. With respect to such fees, penalties, assessment or damages imposed by the County, only the individual party failing or refusing to furnish such information shall be liable therefor. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company and, as applicable, any Sponsor Affiliate, or owner may require the execution of reasonable, individual confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 3.12 Addition of Sponsor Affiliates. Upon request of and at the expense of the Company, the County may approve, by adoption of a resolution by County Council, any future Sponsor Affiliate that qualifies under the Act for the benefits offered under this Fee Agreement and which agrees to be bound by the provisions hereof to be further evidenced by such future Sponsor Affiliate entering into a Joinder Agreement in the form attached to this Fee Agreement as **Exhibit B**, subject to any changes approved by the County Council Chairman that are not materially adverse to the County.

Section 3.13 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company and, as applicable, any Sponsor Affiliate, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act. To the extent any consent of the County for such assignment or sublease is required by the Act and requested, the County may grant such consent by adoption of a Resolution, not to be unreasonably withheld. Notwithstanding the foregoing, upon notice in writing to the County Administrator, any assignment to an entity owned by, which owns, or that shares a common owner with the Company, and, as applicable, any Sponsor Affiliate, is approved and authorized by the County without further action of County Council.

Section 3.14 Events of Default. The following are "Events of Default" under this Fee Agreement, and the term "Events of Default" means, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or, as applicable, any Sponsor Affiliate, to make, upon levy, the FILOT Payments described in Section 3.1 hereof; provided, however, that the Company or, as applicable, the Sponsor Affiliate, shall be entitled to all redemption rights for non-payment of taxes granted by applicable statutes; or

(b) Failure of the Company or, as applicable, any Sponsor Affiliate, to make payment of any other amounts payable to the County under this Fee Agreement, of which default has not been cured within ninety (90) days of written notice of nonpayment from the County.

(c) Failure by the Company or, as applicable, any Sponsor Affiliate, to perform any of the other material terms, conditions, obligations or covenants of the Company or, as applicable, any Sponsor Affiliate hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company or, as applicable, any Sponsor Affiliate, specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 3.15 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Company or, as applicable, any Sponsor Affiliate, of such default and after the expiration of a ninety (90) day cure period shall have the option to take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company or, as applicable, any Sponsor Affiliate, under this Fee Agreement.

(c) Any remedies that the County may take pursuant to this section shall only be taken against that party who is in default.

(d) The County's sole remedy for failure of the Sponsor, together with any Sponsor Affiliates, as applicable, to achieve the Minimum Investment Requirement shall be the Deficiency Amount pursuant to Section 3.3.

Section 3.16 Collection of FILOT Payments. In addition to all other remedies herein provided, the nonpayment of FILOT Payments shall constitute a lien on the Project for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the Code) relating to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

Section 3.17 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 3.18 Leased Equipment. To the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments as described in Section 3.1 hereof, to be applicable to personal property to be installed at the Project and leased to but not purchased by the Company and, as applicable, any Sponsor Affiliate, from at least one third party, under any form of lease, then that personal property, at the Company's or Sponsor Affiliates' sole election, will become

subject to FILOT Payments to the same extent as the Equipment under this Fee Agreement, upon proper application of the law and applicable procedures by the Company, and, as applicable, any Sponsor Affiliate and so long as the value of such leased assets are reported by the Company or any Sponsor Affiliate, as applicable, on their respective SCDOR PT-300.

Section 3.19 Waiver of Recapitulation Requirements. As permitted under Section 12-44-55 of the Act, the Company, and, as applicable, any Sponsor Affiliate, and the County hereby waive application of any of the recapitulation requirements as set forth in Section 12-44-55, to the extent that, and so long as, the Company, and, as applicable, any Sponsor Affiliate, provides the County with copies of all filings which the Company is required to make pursuant to the Act.

Section 3.20 Fiscal Year; Property Tax Year. If the Company's and, as applicable, any Sponsor Affiliates, fiscal year changes so as to cause a change in the Company's or Sponsor Affiliates' property tax year, then the timing of the requirements of this Fee Agreement are automatically revised accordingly but only with respect to the party whose fiscal year changes.

Section 3.21 Reports; Filings.

(a) Each year during the term of this Fee Agreement, the Company, and, as applicable, any Sponsor Affiliate, shall deliver to the Anderson County Auditor a copy of their most recent annual property tax returns filed with the Department with respect to the applicable portions of the Project.

(b) The Company shall file a copy of this Agreement, as well as a copy of the completed forms PT-443 of the Department, with the Anderson County Auditor, the Anderson County Assessor, and the Department within thirty (30) days after the date of execution and delivery hereof.

Section 3.22 Termination. Prior to the stated expiration of the Term of this Agreement, the Company may, at any time by written notice to the County, provide for the termination of this Agreement, effectively immediately upon giving such notice or upon such date as may be specified in the notice; provided that the Company shall have made payment to the County of all applicable payments payable under this Agreement as of such time. Upon any such termination, and subject to any provisions herein which shall by their express terms be deemed to survive any termination of this Agreement, the sole consequence to the Company shall be that it shall no longer be entitled to the benefit of the FILOT Payments provided herein and the property constituting the Project shall thereafter be subject to *ad valorem* tax treatment required by law and, except as may be expressly provided herein, in no event shall the Company be required to repay to the County the amount of any tax benefit previously received hereunder.

**ARTICLE IV
MISCELLANEOUS**

Section 4.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or three business days after deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party may hereafter furnish in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Anderson County, South Carolina
ATTN: County Administrator
Post Office Box 8002
Anderson, South Carolina 29622

WITH A COPY TO: Anderson County, South Carolina
(shall not constitute notice) ATTN: County Attorney
Post Office Box 8002
Anderson, South Carolina 29622

AS TO THE COMPANY: [NAME]
[ADDRESS]

WITH A COPY TO: Parker Poe Adams & Bernstein LLP
(shall not constitute notice) ATTN: Richard Few
110 East Court Street, Suite 200
Greenville, South Carolina 29601

Section 4.2 Binding Effect. This Fee Agreement is binding, in accordance with its terms, upon and inure to the benefit of the Company, any Sponsor Affiliate and the County, and their respective successors and assigns, to the extent allowed by law. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 4.3 Counterparts; Electronic Signatures. This Fee Agreement may be executed in any number of counterparts and each such executed counterpart shall be, and shall be deemed to be, an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate but one and the same instrument. This Fee Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Fee Agreement to be original signatures and may conclusively be relied upon by any Party to this Fee Agreement.

Section 4.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 4.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 4.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements lawfully entered into between the parties.

Section 4.7 Further Assurance. From time to time, and at the Company's and Sponsor Affiliates' expense, the County agrees to execute and deliver to the Company and Sponsor Affiliates such additional instruments as either may reasonably request to effectuate the purposes of this Fee Agreement.

Section 4.8 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company, and, as applicable, any Sponsor Affiliate, with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and, as applicable, any Sponsor Affiliate, the strong inducement to locate the Project in the County.

Section 4.9 *Limited Obligation.* NEITHER THE PROJECT NOR THE NEGOTIATION, EXECUTION, DELIVERY, OR IMPLEMENTATION OF THIS FEE AGREEMENT SHALL GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER.

Section 4.10 *Force Majeure.* The Company, and, as applicable, any Sponsor Affiliate, shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's, and, as applicable, any Sponsor Affiliates' reasonable control.

Section 4.11 *Administrative Fees.* The Company shall reimburse the County for all reasonable costs and fees, including but not limited to the County's legal fees and costs for retention of its Special Counsel, actually incurred by the County but exclusive of normal County overhead including costs and salaries related to administrative staff, employees, and similar costs and fees, relating to the negotiation and approval of the inducement of the Project, as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's right to receive such payment, specifying the nature of such expense and requesting payment of same. The fees reimbursable under this Section shall in no event exceed \$5,000 in the aggregate.

[signatures on following pages]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the County Administrator and the Clerk to County Council; and the Company and Sponsor Affiliate have each caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

(SEAL)

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
Anderson County Council

Dated

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey A. Croegaert
Anderson County Clerk to Council

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the County Administrator and the Clerk to County Council; and the Company and Sponsor Affiliate have each caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

[PROJECT UNDERWOOD]

Name:

Title:

DATE _____

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the County Administrator and the Clerk to County Council; and the Company and Sponsor Affiliate have each caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

[AFFILIATE]

Name

Title

DATE _____

EXHIBIT A

DESCRIPTION OF PROPERTY

EXHIBIT B

JOINDER AGREEMENT

Reference is hereby made to (i) that certain Fee Agreement effective December 1, 2020 (“Fee Agreement”), between Anderson County, South Carolina (“County”), a company known to and identified by the County as Project UNDERWOOD, as sponsor (“Sponsor”), and [AFFILIATE], a [STATE ENTITY], as a sponsor affiliate (“Affiliate” and, together with Sponsor, the “Company”).

1. Joinder to Fee Agreement.

The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement; (b) acknowledges and agrees that (i) in accordance the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

2. Capitalized Terms.

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.

3. Governing Law.

This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. Notice.

Notices under Section 4.1 of the Fee Agreement shall be sent to [Name of Entity] at:

[]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity

By: _____
Name: _____
Its: _____
Address: _____

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

By: _____
Name: _____
Its: _____
Date: _____
Address: _____

ORDINANCE NO. 2020-039

AN ORDINANCE TO AMEND SECTION 38-359 (FLAG LOTS) OF THE ANDERSON COUNTY CODE TO FURTHER DEFINE AND CLARIFY THE CIRCUMSTANCES FOR THE USE OF FLAG LOTS WITHIN ANDERSON COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council desires to further define and clarify the circumstances under which flag lots may be utilized within Anderson County; and

WHEREAS, the Anderson County Council believes the Amendments to Section 38-359 of the Anderson County Code will provide for uniform and consistent application of the standards for the use of flag lots within Anderson County.

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

1. Section 38-359 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

Sec. 38-359. Flag Lots

- (a) No More than ten percent of the lots in a subdivision containing more than 20 lots shall be flag lots. Subdivisions containing at least three and no more than 20 lots shall have a maximum of two flag lots.
- (b) No more than two pole portions of a flag lot may access a county or state road at any given location. Flag lots must be spaced at least 125 feet apart at the point of access on a local road, at least 250 feet apart at the point of an access on a collector road, and at least 400 feet apart at the point of access on an arterial road. Each side of a road shall be separately considered for meeting the distance standards of this section.
- (c) Pole portions of a flag lot must each be a minimum of twenty feet wide, must have driveway pipe sized in accordance with section 38-631, and must have sight distances in accordance with Section 38-611.
- (d) Unless the pole portions of the flag lot contains a roadway built to county road standards, the plat for the flag lot must clearly mark the pole portion of the flag lot as a private driveway.
- (e) The pole portion of each flag shall contain a driveway sized and maintained to allow the passage of emergency vehicles.

2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

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

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

ORDAINED in meeting duly assembled this _____ day of _____, 2020.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

ORDINANCE NO. 2020-040

AN ORDINANCE TO AMEND SECTION 38-314 (SUMMARY PLATS) SO AS TO REDUCE THE NUMBER OF LOTS THAT CAN BE APPROVED ON A SUMMARY PLAT AND TO CLARIFY THE REQUIREMENTS FOR COMPLIANCE WITH STORMWATER REGULATION; AND OTHER MATTER RELATED THERETO.

WHEREAS, the Anderson County Council desires to reduce the number of lots which can be approved under a summary plat;

WHEREAS, the Anderson County Council desires to clarify the requirements regarding compliance with stormwater regulations when plats are approved through the summary plat process; and

WHEREAS, the Anderson County Council concludes that it is in the best interests of orderly development that these amendments are made to the summary plat process.

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

1. Section 38-314 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

a. Section 38-314 (a)(3) is amended to read as follows:

(a)(3). The division of a tract of land into four (4) or less lots during any five year period where each lot fronts on an existing County or State road, provided, however, that the tract of land has not been given a new tax map number in the previous five year period.

b. Section 38-314(d) is amended to read as follows:

(d). In the case of summary plats which contain up to four (4) lots, the subdivider shall not be required to submit a drainage plan or contour maps required by section 38-312 (7) for the purpose of obtaining summary plat approval. However, a drainage plan and contour maps may be necessary for compliance with Anderson County Stormwater Management and DHEC Stormwater requirements.

c. The other sections of 38-314 are not amended and remain in full force and effect.

2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

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

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

ORDAINED in meeting duly assembled this _____ day of _____, 2020.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

ORDINANCE NO. 2020-041

**AN ORDINANCE AUTHORIZING THE DIMINUTION OF THE TERRITORY OF
THE METROPOLITAN SEWER SUBDISTRICT AND OTHER MATTERS
RELATING THERETO.**

[_____] 2021

NOW THEREFORE, BE IT ORDAINED, by the County Council of Anderson County (the “*County Council*”), the governing body of Anderson County, South Carolina (“*Anderson County*”), in meeting duly assembled:

Section 1 Findings of Fact. The County Council makes the following findings of fact in connection with the enactment of this “*Ordinance*”:

(a) Pursuant to the provisions of Title 6, Chapter 11, Article 3 of the Code of Laws of South Carolina 1976, as amended (the “*SPD Boundary Laws*”), and specifically, Sections 6-11-420 and 430 of the SPD Boundary Laws, the County Council is empowered to take action to enlarge, diminish, or consolidate any special purpose district lying within Anderson County upon receipt of a petition of the governing body of the affected special purpose district.

(b) Metropolitan Sewer Subdistrict (“*Metro*”) is a special purpose district created pursuant to Act No. 687 of the Acts of the General Assembly of the State of South Carolina of 1969, as amended (the “*Metro Legislation*”), and governed by the Metropolitan Sewer Subdistrict Commission (the “*Metro Commission*”). Pursuant to the Metro Legislation, the current boundaries of Metro (the “*Metro Boundaries*”) consist of portions of Greenville County, South Carolina (“*Greenville County*”) and, pursuant to an ordinance of the County Council enacted on December 21, 2010, the area of Anderson County encompassed by the boundaries of the Piedmont Public Service District, as shown on the map at Attachment 1 to the petition attached to this Ordinance at **Exhibit A** (the “*Piedmont Territory*”). Metro is authorized to provide sewer collection services within the Metro Boundaries.

(c) Renewable Water Resources (“*ReWa*”) is a special purpose district created pursuant to Act No. 362 of the Acts of the General Assembly of the State of South Carolina of 1925, as amended (the “*ReWa Legislation*”), and governed by the Board of Commissioners of ReWa (the “*ReWa Board*”). Pursuant to the ReWa Legislation, the current boundaries of ReWa include portions of Greenville County, Anderson County, and other South Carolina counties, including the Piedmont Territory within Anderson County. ReWa is authorized to provide sewer collection services and sewer treatment and disposal services within its boundaries.

(d) The Metro Boundaries and the boundaries of ReWa within Anderson County overlap to the extent of the Piedmont Territory; however, Metro owns and operates all sewer lines and related sewer infrastructure located within the Piedmont Territory and is the provider of sewer collection services therein.

(e) The County Council is advised that Metro and ReWa desire that the County Council diminish the Metro Boundaries in order to remove the Piedmont Territory therefrom to allow ReWa to become the provider of sewer collection service therein. As the boundaries of ReWa currently include the Piedmont Territory, no changes to the boundaries of ReWa are necessary to achieve this result. As a result of the diminution of the Metro Boundaries as requested, the Metro Boundaries will no longer include any portion of Anderson County.

(f) The County has received a petition of the Metro Commission, which is attached to this Ordinance at **Exhibit A** (the “*Petition*”), requesting that the County Council take proper

action to diminish the Metro Boundaries to remove the Piedmont Territory therefrom. Pursuant to the Petition, the County Council is informed that Metro and ReWa have entered into a Memorandum of Understanding regarding ReWa’s assumption of the right and obligation to provide sewer collection service within the Piedmont Territory.

(g) Pursuant to the SPD Boundary Laws, by resolution adopted on November 17, 2020, the County Council ordered that a public hearing be held on the question of whether and to what extent the Metro Boundaries should be diminished by the removal of the Piedmont Territory. Notice of the public hearing was published in a newspaper of general circulation in the County once a week for three successive weeks, on [], 2020, [], and [], and the public hearing was held on []. The public hearing was conducted publicly and both proponents and opponents of the requested action were given the full opportunity to be heard.

Section 2 Diminution of Boundaries. The diminution of the Metro Boundaries to remove the Piedmont area therefrom is hereby approved and shall be effective as of [____, 2021] (the “*Effective Date*”). As of the Effective Date, the Metro Boundaries shall be modified to remove the Piedmont Territory therefrom, and the County Assessor, Auditor, and Treasurer of Anderson County are directed to take such action as is necessary to remove the Piedmont Territory from the Metro Boundaries on the respective records of such officers.

Section 3 No Bonds to be Issued. Responsive to Section 6-11-470(A)(2) of the SPD Boundary Laws, the County Council is advised that no bonds of Metro are to be immediately issued in connection with the action taken hereby.

Section 4 No Changes to Governing Body. Responsive to Section 6-11-470(A)(3) of the SPD Boundary Laws, there shall be no changes to the Metro Commission made in connection with the action taken hereby.

Section 5 Further Action. The County Administrator of the County, the Chairman of County Council and other officers and staff of the County are hereby authorized and empowered to take such further action as may be necessary to fully implement the action taken by this Ordinance. A certified copy of this Ordinance shall forthwith be transmitted to the Metro Commission and the ReWa Board to advise of the action taken by the County Council.

Section 6 Notice of Action. Pursuant to Section 6-11-470 of the Enabling Act, a notice of the action of the County Council taken hereby, substantially in the form of the notice attached to this Ordinance at **Exhibit B**, shall be published in a newspaper of general circulation within Anderson County once a week for two successive weeks.

[Remainder of Page Left Blank]

Enacted in meeting duly assembled this ___ day of _____ 2021.

(SEAL)

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

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

EXHIBIT A

Petition of Metro Commission

EXHIBIT B

Notice of Action

1. Following a public hearing held on [___], on [___, 2021]. the County Council of Anderson County (the “*County Council*”), the governing body of Anderson County, South Carolina (the “*Anderson County*”), enacted Ordinance No. ___, entitled “AN ORDINANCE AUTHORIZING THE DIMINUTION OF THE TERRITORY OF THE METROPOLITAN SEWER SUBDISTRICT; AND OTHER MATTERS RELATING THERETO.”

2. As a result of the action of the County Council, as of [___, 2021], the portion of the boundaries of the Metropolitan Sewer Subdistrict (“*Metro*”) located within Anderson County shall be diminished by the removal of the area encompassing the boundaries of the Piedmont Public Service District within Anderson County (the “*Piedmont Territory*”). The boundaries of Metro will no longer include any portion of Anderson County upon the removal of the Piedmont Territory therefrom.

3. Maps depicting the Piedmont Territory and the resulting boundaries of Metro have been placed on file with the Clerk to County Council and may be viewed by request during the County’s normal business hours.

4. Responsive to Section 6-11-470(A)(2) of the SPD Boundary Laws, the County Council is advised that no bonds of Metro are to be immediately issued in connection with the action taken hereby.

5. Responsive to Section 6-11-470(A)(3) of the SPD Boundary Laws, there shall be no changes to the Metro Commission made in connection with the action taken hereby.

6. Persons affected by the aforesaid action of the County Council may object to such action by following the procedures provided in Sections 6-11-480 of the Code of Laws of South Carolina 1976, as amended.

PETITION OF METROPOLITAN SEWER SUBDISTRICT COMMISSION TO THE COUNTY COUNCIL OF ANDERSON COUNTY, SOUTH CAROLINA PURSUANT TO TITLE 6, CHAPTER 11, ARTICLE 3 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

1. Metro is a special purpose district created pursuant to Act No. 687 of the Acts of the General Assembly of the State of South Carolina of 1969, as amended (the "**Metro Legislation**"). Pursuant to the Metro Legislation, the current boundaries of Metro (the "**Metro Boundaries**") consist of portions of Greenville County, South Carolina and, pursuant to an ordinance of the County Council of Anderson County (the "**County Council**"), the governing body of Anderson County, South Carolina ("**Anderson County**"), enacted on December 21, 2010, the area of Anderson County encompassing the boundaries of the Piedmont Public Service District (the "**Piedmont Territory**"). Metro is authorized pursuant to the Metro Legislation to provide sewer collection services within the Metro Boundaries.

2. Pursuant to the provisions of Title 6, Chapter 11, Article 3 (the "**SPD Boundary Laws**") of the Code of Laws of South Carolina 1976, as amended (the "**S.C. Code**"), and specifically, Sections 6-11-420 and 430 of the SPD Boundary Laws, special purpose districts may petition the county council of a county in which the district is located requesting that the county council take action to enlarge, diminish, or consolidate such special purpose district. Upon the receipt of such a petition, the county council shall order a public hearing to be held for the purpose of making a determination as to whether and to what extent such special purpose district shall be enlarged, diminished, or consolidated.

3. Renewable Water Resources is a special purpose district created pursuant to Act No. 362 of the Acts of the General Assembly of the State of South Carolina of 1925, as amended (the "**ReWa Legislation**"), and governed by the Board of Commissioners of ReWa (the "**ReWa Board**"). Pursuant to the ReWa Legislation, the current boundaries of ReWa include portions of Greenville County, Anderson County, and other South Carolina counties, including the Piedmont Territory within Anderson County. ReWa is authorized pursuant to the ReWa Legislation to provide sewer collection services and sewer treatment and disposal services within its boundaries.


4. Metro desires that the County Council diminish the Metro Boundaries in order to remove the Piedmont Territory therefrom in order to permit Metro to convey the sewer lines and related sewer infrastructure within the Piedmont Territory to ReWa and for ReWa to become the provider of sewer collection service therein. As the boundaries of ReWa currently include the Piedmont Territory, no changes to the boundaries of ReWa are necessary to achieve this result. As a result of the diminution of the Metro Boundaries through the removal of the Piedmont Area, the Metro Boundaries will no longer include any portion of Anderson County.

5. The Metro and ReWa are entering into a Memorandum of Understanding regarding the diminution of the Metro Boundaries, as requested hereby, and ReWa's acceptance of the obligation to provide sewer collection service within the Piedmont Territory.

6. Metro requests that the diminution of the Metro Boundaries, as requested hereby, be made effective within 30 days of the final approval thereof by the County Council.

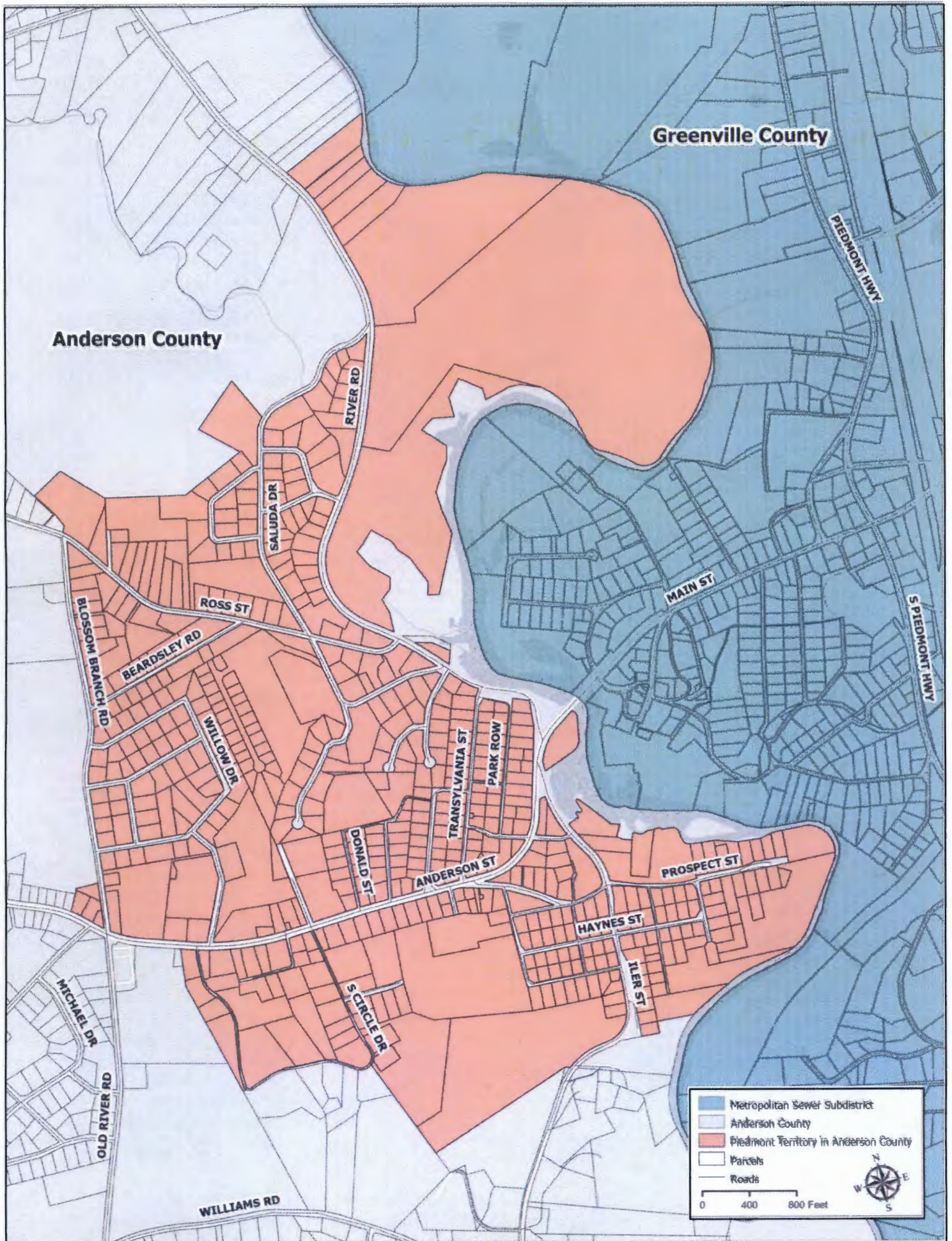
WHEREFORE, pursuant to the SPD Boundary Laws a resolution of the Metro Commission dated October 30, 2020, the Metro Commission hereby petitions and respectfully requests that the County Council to order a public hearing to be held upon the question of the diminution of the Metro Boundaries, as described herein, and take such action as is necessary to effect such diminution.

**METROPOLITAN SEWER SUBDISTRICT,
SOUTH CAROLINA**


Chairman

ATTACHMENT 1 TO PETITION

Map of Piedmont Territory



ORDINANCE NO. 2020-042

AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH GREENVILLE COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN GREENVILLE COUNTY AND ESTABLISHED PURSUANT TO SEC. 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH GREENVILLE COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF ANDERSON COUNTY, SOUTH CAROLINA:

SECTION 1: Anderson County is hereby authorized to jointly develop an industrial and business park with Greenville County (the "**Park**"). The Park shall be located initially on lands located in Greenville County only as authorized by Sec. 4-1-170 of the South Carolina Code of Laws 1976, as amended.

SECTION 2: Anderson County will enter into a written agreement to develop the Park jointly with Greenville County in substantially the form attached hereto as **Exhibit A** and incorporated herein by reference (the "**Park Agreement**"). The County Administrator is hereby authorized to execute the Park Agreement on behalf of Anderson County, with such changes thereto as the County Administrator shall deem, upon advice of counsel, necessary and do not materially change the import of the matters contained in the form of agreement set forth in **Exhibit A**.

SECTION 3: The businesses or industries located in the Park will pay a fee in lieu of ad valorem taxes as provided for by law or as set forth in the Park Agreement. With respect to properties located in the Anderson County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Anderson County. That portion of such fee allocated pursuant to the Park Agreement to Greenville County shall be thereafter paid by the Treasurer of Anderson County to the Treasurer of Greenville County within ten (10) business days following the end of the calendar quarter of receipt for distribution in accordance with the terms of the agreement. With respect to properties located in the Greenville County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Greenville County. That portion of such fee allocated pursuant to the Park Agreement to Anderson County shall thereafter be paid by the Treasurer of Greenville County to the Treasurer of Anderson County within ten (10) business days following the end of the calendar quarter of receipt for distribution in accordance with the terms of the Park Agreement.

SECTION 4: Revenues generated from industries or businesses located in the Anderson County portion of the Park and to be retained by Anderson County pursuant to the Park Agreement shall be distributed within Anderson County in the following manner:

First, unless Anderson County elects to pay or credit the same from only those revenues which Anderson County would otherwise be entitled to receive as provided under "Third" below, to pay annual debt service or other annual payments on any bonds or obligations issued by or on behalf of Anderson County pursuant to, or to be utilized as a credit in the manner provided in the second paragraph of, Section 4-1-175, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, or pursuant to any other authorization for the issuance of bonds or incurrence of obligations, payable in whole or in part by or from revenues generated from any properties in the Park; and

EXHIBIT A

**AGREEMENT FOR DEVELOPMENT OF
JOINT COUNTY INDUSTRIAL/BUSINESS PARK
(GREENVILLE LIGHTHOUSE LLC)**

[see attached]

EXHIBIT B

**LAND
LEGAL DESCRIPTION**

Parcel 1: All that certain piece, parcel or tract of land lying and being in the City of Greenville, Greenville County, South Carolina, and being more particularly described as follows: Beginning at a nail (POB 1) forming the corner of the intersection of the Northerly margin of the right-of-way of Rhett Street (50 foot public right-of-way) and the easterly margin of the right-of-way of Wardlaw Street (50 foot public right-of-way) and having SC Grid coordinates of N 1,098,595.144 E 1,577,768.789; thence along the Easterly margin of the right-of-way of Wardlaw Street N 17-35-26 W a distance of 275.93 feet to an iron pin, thence along the common line of BC&C of Greenville, LLC N 71-54-29 E a distance of 150.54 feet to an iron pin, thence along the common lines of S E Allen Enterprises, LLC and PED Leasing, General Partnership S 18-16-37 E a distance of 275.94 feet to a nail in an iron pipe, thence along the Northerly margin of the right-of-way of Rhett Street S 71-54-54 W a distance of 153.84 feet to the point of beginning and containing 41,994 SF or 0.964 acres, more or less.

Tax Map: 0071.00-01-009.00

Parcel 2: All certain piece, parcel or tract of land lying and being in the City of Greenville, Greenville County, South Carolina, and being more particularly described as follows: Beginning at an iron pin (POB 2) on the Easterly margin of the right-of-way of Wardlaw Street (50 foot public right-of-way) and having SC Grid coordinates of N 1,098,858.172 E 1,577,685.400; thence along said right-of-way N 17-35-26 W a distance of 48.87 feet to a railroad spike, thence along the common line of Akua Boyenne Trust N 72-08-22 E a distance of 151.44 feet to an iron pin, thence along the common line of S E Allen Enterprises, LLC S 16-31-00 E a distance of 48.27 feet to an iron pin, thence S 71-54-29 W a distance of 150.54 feet to the point of beginning and containing 7,332 SF or 0.168 acres, more or less.

Tax Map: 0071.00-01-008.01

This being the same property conveyed to Grantor by deed of BC&C of Greenville, LLC dated February 8, 2018 and recorded February 14, 2018 in the ROD Office for Greenville County, South Carolina in Deed Book 2531 at Page 4653.

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, facing Wardlaw Street, having a frontage of 100 feet and depth of 150 feet. Beginning at the Northwest corner of the aforesaid lot, and running back with it North 72 degrees East 150 feet to the Old Ferguson and Park Division line, thence with that line North 18 degrees West 100 feet to a stake; thence South 72 degrees West parallel with the first call thereof 150 feet to Wardlaw Street; thence with said Street South 18 degrees East 100 feet to the beginning.

This is the same property conveyed to The Akua Charitable Remainder Trust, Marc Robertson, Trustee by Quit-Claim Deed of Akua Boyenne dated August 6, 2018, recorded August 8, 2018 in Deed Book 2544 at Page 4707 in the ROD Office for Greenville County, South Carolina.

Tax Map: 0071.00-01-008.00 – 108 Wardlaw Street, Greenville, SC

All that piece, parcel and lot of land located on Wardlaw Street, in the County of Greenville, State of South Carolina, being shown as 15,281 square feet, 0.350 acres, more or less, on plat of survey prepared for Akua Boyenne Trust, 110 Wardlaw Street, City of Greenville, Greenville County, South Carolina, by Survey Matters, LLC, PLS 27454, dated May 29, 2018, recorded in Plat Book 1313 at Page 31 in the ROD Office for Greenville County, South Carolina. Said plat is incorporated herein for a more full and complete description as to the metes and bounds of said property.

This is the same property conveyed to Akua Boyenne by Quit-Claim Deed of Akua Boyenne Trust, Allen Cardoza, Trustee, dated August 3, 2018, recorded August 8, 2018 in Deed Book 2544 at Page 4702 in the ROD Office for Greenville County, South Carolina.

Tax Map: 0071.00-01-008.04 – 110 Wardlaw Street, Greenville, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)
COUNTY OF ANDERSON)

AGREEMENT FOR DEVELOPMENT OF
JOINT COUNTY INDUSTRIAL/BUSINESS PARK
(LIGHTHOUSE GREENVILLE LLC)

This AGREEMENT FOR DEVELOPMENT OF JOINT COUNTY INDUSTRIAL/BUSINESS PARK (LIGHTHOUSE GREENVILLE LLC) (this “*Agreement*”) to be located within Greenville County and Anderson County is made and entered into as of this _____ day of _____, 2020, by and between Greenville County, South Carolina (“*Greenville County*”) and Anderson County, South Carolina (“*Anderson County*” and collectively, the “*Counties*”).

WITNESSETH:

WHEREAS, Greenville County and Anderson County are contiguous counties, which pursuant to Ordinance No. _____ enacted by Greenville County Council on _____, 2020, and Ordinance No. 2020-_____ enacted by Anderson County Council on _____, 2020 (collectively, the “*Enabling Ordinances*”), have each determined that, in order to promote economic development and thus provide additional employment opportunities within both Counties, there should be established, initially in Greenville County, a Joint County Industrial/Business Park (Lighthouse Greenville LLC) (the “*Park*”), to be located upon property described in *Exhibit A* hereto; and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein shall be exempt from ad valorem taxation pursuant to Article VIII, Section 13 of the Constitution of the State of South Carolina, 1895, as amended (the “*State Constitution*”), but the owners or lessees of such property shall pay annual fees in an amount equal to that amount for which such owner or lessee would be liable except for such exemption;

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Greenville County and Anderson County, and their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the State Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the partner counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxing ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended (the “*SC Code*”) satisfied the conditions imposed by Article VIII, Section 13(D) of the State Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park.

(A) Upon execution and delivery of this Agreement by the Parties hereto and without further action by either County, effective immediately upon the earlier of the following: the release of the Greenville County Property, hereinafter defined, from the West End Tax Increment District (“West End TIF”); or (ii) the expiration of the West End TIF, which is scheduled to expire on September 8, 2021, the Park shall consist solely of property located in Greenville County only, as further identified in *Exhibit A* (“Greenville County Property”). It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances or resolutions of the County Councils of both Greenville County and Anderson County. Since the Park encompasses a portion of the City of Greenville, South Carolina, the Counties have obtained the consent of the City of Greenville prior to creation of the Park. If the Park subsequently encompasses all or a portion of a municipality, the Counties must obtain the consent of the municipality prior to expanding the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached to the ordinance an *Exhibit A* (Greenville County Property) which shall contain a legal description of the property to be added and/or diminished.

(C) Prior to the enactment by Greenville County Council and by Anderson County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Greenville County Council and by Anderson County Council. Notice of such public hearings shall be published in newspapers of general circulation in Greenville County and Anderson County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

(D) The owner, or, if applicable, lessee of any property located within the Park, may remove personal property from the Park at any time, unless specifically prohibited otherwise.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D) of the State Constitution, property located in the Park shall be exempt from ad valorem taxation. The owners or lessees of the Greenville County Property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem property taxes) equivalent to the ad valorem property taxes that would have been due and payable but for the location of such property within the Park, provided that this paragraph shall not prohibit Greenville County or Anderson County from entering into a negotiated fee-in-lieu of tax incentive agreement applicable to any property located within the Park. Payments of fees in lieu of taxes will be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate as late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the Treasurers of Greenville County and Anderson County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of ad valorem taxes.

5. Allocation of Expenses. Greenville County and Anderson County shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in the Greenville County portion of the Park:

A.	Greenville County	100%
B.	Anderson County	0%

If property is in the Anderson County portion of the Park:

A.	Greenville County	0%
B.	Anderson County	100%

6. Allocation of Revenues. Greenville County and Anderson County shall receive an allocation of all revenue generated by the Park through payment of fees in lieu of ad valorem property taxes or from any other source (net of any special source revenue credits provided by either County) in the following proportions:

If property is in the Greenville County portion of the Park:

A.	Greenville County	99%
B.	Anderson County	1%

If property is in the Anderson County portion of the Park:

A.	Greenville County	1%
B.	Anderson County	99%

7. Revenue Allocation Within Each County.

(A) Revenues generated by the Park through the payment of fees in lieu of ad valorem property taxes shall be distributed to Greenville County and to Anderson County, as the case may be, according to the proportions established by Paragraph 6 herein. With respect to revenues allocable to Greenville County or Anderson County by way of fees in lieu of taxes generated within its own County (the "**Host County**"), such revenue shall be distributed within the Host County in the manner provided by the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts receivable in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity. Each Host County is hereby specifically authorized to use a portion of revenue for economic development purposes as permitted by law and as established by ordinance of the County Council of the Host County.

(B) Revenues allocable to Greenville County by way of fees in lieu of taxes generated within Anderson County shall be distributed solely to Greenville County. Revenues allocated to Anderson County by way of fees in lieu of taxes generated within Greenville County shall be distributed solely to Anderson County.

8. Fees In Lieu of Taxes Pursuant to Title 4 or Title 12 of the SC Code. It is hereby agreed that the entry by Greenville County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the SC Code with respect to Greenville County Property located within the Greenville County portion of the Park and the terms of such agreements shall be at the sole discretion of Greenville County. Likewise, entry by Anderson County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the SC Code with respect to Greenville County Property located within the Anderson County portion of the Park and the terms of such agreements shall be at the sole discretion of Anderson County.

9. Regulation and Jurisdiction. Except with respect to Park property located within the corporate limits of a municipality wherein such municipality's applicable ordinances shall apply, any ordinances of Greenville County and Anderson County concerning zoning, health and safety regulations, and building code requirements will apply for the respective portions of the Park in Greenville County and Anderson County. The Sheriff's Departments of Greenville County and Anderson County will have jurisdiction to make arrests and exercise all authority and power within the boundaries of the respective portions of the Park in Greenville County and Anderson County. Municipal police shall have concurrent law enforcement jurisdiction for any portion of the Park located within the corporate limits of such municipality. Emergency services and all other municipal services will be provided in the Park by whatever providers provide such services in the respective Greenville County and Anderson County portions of the Park.

10. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the SC Code, allocation of the assessed value of property within the Park to Greenville County and Anderson County and to each of the taxing entities within the participating Counties shall be identical to the allocation of revenue received and retained by each of the Counties and by each of the taxing entities within the participating Counties, pursuant to Paragraph 6 and 7 herein.

11. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

12. Termination. Notwithstanding any provision of this Agreement to the contrary, Greenville County and Anderson County agree that this Agreement will automatically terminate upon the expiration or earlier termination of the Fee in Lieu of Tax Agreement by and between Greenville County, South Carolina and Lighthouse Greenville LLC dated as of _____, 2020.

[Remainder of Page Intentionally Left Blank]

WITNESS our hands and seals as of the date first above written.

GREENVILLE COUNTY, SOUTH CAROLINA

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

By: _____
County Administrator
Greenville County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Greenville County, South Carolina

*[Signature Page 1 – Agreement for Development of Joint County Industrial/Business Park
(Lighthouse Greenville LLC)]*

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

By: _____
Rusty Burns
Anderson County Administrator

ATTEST:

By: _____
Lacey Croegaert
Anderson County Clerk to Council

*[Signature Page 2 – Agreement for Development of Joint County Industrial/Business Park
(Lighthouse Greenville LLC)]*

EXHIBIT A

GREENVILLE COUNTY PROPERTIES

522 Rhett Street

Parcel 1: All that certain piece, parcel or tract of land lying and being in the City of Greenville, Greenville County, South Carolina, and being more particularly described as follows: Beginning at a nail (POB 1) forming the corner of the intersection of the Northerly margin of the right-of-way of Rhett Street (50 foot public right-of-way) and the easterly margin of the right-of-way of Wardlaw Street (50 foot public right-of-way) and having SC Grid coordinates of N 1,098,595.144 E 1,577,768.789; thence along the Easterly margin of the right-of-way of Wardlaw Street N 17-35-26 W a distance of 275.93 feet to an iron pin, thence along the common line of BC&C of Greenville, LLC N 71-54-29 E a distance of 150.54 feet to an iron pin, thence along the common lines of S E Allen Enterprises, LLC and PED Leasing, General Partnership S 18-16-37 E a distance of 275.94 feet to a nail in an iron pipe, thence along the Northerly margin of the right-of-way of Rhett Street S 71-54-54 W a distance of 153.84 feet to the point of beginning and containing 41,994 SF or 0.964 acres, more or less.

106 Wardlaw Street

Parcel 2: All certain piece, parcel or tract of land lying and being in the City of Greenville, Greenville County, South Carolina, and being more particularly described as follows: Beginning at an iron pin (POB 2) on the Easterly margin of the right-of-way of Wardlaw Street (50 foot public right-of-way) and having SC Grid coordinates of N 1,098,858.172 E 1,577,685.400; thence along said right-of-way N 17-35-26 W a distance of 48.87 feet to a railroad spike, thence along the common line of Akua Boyenne Trust N 72-08-22 E a distance of 151.44 feet to an iron pin, thence along the common line of S E Allen Enterprises, LLC S 16-31-00 E a distance of 48.27 feet to an iron pin, thence S 71-54-29 W a distance of 150.54 feet to the point of beginning and containing 7,332 SF or 0.168 acres, more or less.

108 Wardlaw Street

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, facing Wardlaw Street, having a frontage of 100 feet and depth of 150 feet. Beginning at the Northwest corner of the aforesaid lot, and running back with it North 72 degrees East 150 feet to the Old Ferguson and Park Division line, thence with that line North 18 degrees West 100 feet to a stake; thence South 72 degrees West parallel with the first call thereof 150 feet to Wardlaw Street; thence with said Street South 18 degrees East 100 feet to the beginning.

110 Wardlaw Street

All that piece, parcel and lot of land located on Wardlaw Street, in the County of Greenville, State of South Carolina, being shown as 15,281 square feet, 0.350 acres, more or less, on plat of survey prepared for Akua Boyenne Trust, 110 Wardlaw Street, City of Greenville, Greenville County, South Carolina, by Survey Matters, LLC, PLS 27454, dated May 29, 2018, recorded in Plat Book 1315 at Page 31 in the ROD Office for Greenville County, South Carolina. Said plat is incorporated herein for a more full and complete description as to the metes and bounds of said property.

EXHIBIT B

ANDERSON COUNTY PROPERTIES

None.

ORDINANCE NO. 2020-043

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY OR COMPANIES KNOWN TO THE COUNTY AT THIS TIME AS PROJECT MALIBU WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, ANDERSON COUNTY, SOUTH CAROLINA (the "*County*"), acting by and through its County Council (the "*County Council*"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "*FILOT Act*"), Title 4, Chapter 1 (the "*Multi-County Park Act*"), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the "*State*") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated October 6, 2020 (the "*Inducement Agreement*") with Project Malibu, a South Carolina limited liability company (the "*Company*") , with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an upfitting of an existing facility in the County for the manufacturing of blow molding plastic (collectively, the "*Project*"); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$80,000,000 in the County and the expected creation of 131 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" and "economic development property" as such terms are defined in the FILOT Act, and that the Project would serve the purposes of the FILOT Act; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park such that the Project will receive the benefits of the Multi-County Park Act; and

WHEREAS, pursuant to the Inducement Agreement, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company (the "*Fee Agreement*"), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain special source credits to be claimed by the

Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which the County proposes to execute and deliver; and

WHEREAS, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

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

Section 1. Based on information supplied by the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(c) The Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

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

(e) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the County Administrator, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this 1st day of December, 2020.

ATTEST:

ANDERSON COUNTY, SOUTH CAROLINA

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: November 12, 2020
Second Reading:
Third Reading:
Public Hearing:

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of November 12, 2020, _____, 2020, and December 1, 2020, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Lacey Croegaert
Anderson County Clerk to Council

Dated: _____, 2020

**FEE IN LIEU OF TAX AND
SPECIAL SOURCE CREDIT AGREEMENT**

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

Project Malibu

Dated as of _____, 20__

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**SUMMARY OF CONTENTS OF
FEE IN LIEU OF TAX AGREEMENT**

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the "Code"), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax and Special Source Credit Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax and Special Source Credit Agreement or a summary compliant with Section 12-44-55 of the Code.

Company Name:	Red Bullet Anderson LLC	Project Name:	Project Malibu
Projected Investment:	\$80,000,000	Projected Jobs:	131
Location (street):	200 Masters Boulevard	Tax Map No.:	
1. FILOT			
Required Investment:			
Investment Period:		Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	20
Fixed Millage:	320.5	Net Present Value (if yes, discount rate):	
Clawback information:			
2. MCIP			
Included in an MCIP:			
If yes, Name & Date:			
3. SSRC			
Total Amount:			
No. of Years			
Yearly Increments:			
Clawback information:			
4. Other information			

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the "*Fee Agreement*") is made and entered into as of _____, 20__ by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the "*County*"), a body politic and corporate and a political subdivision of the State of South Carolina (the "*State*"), acting by and through the Anderson County Council (the "*County Council*") as the governing body of the County, and Project Malibu _____, a _____ organized and existing under the laws of the State of South Carolina _____ (the "*Company*").

RECITALS

1. Title 12, Chapter 44 (the "*FILOT Act*"), Code of Laws of South Carolina, 1976, as amended (the "*Code*"), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. Sections 4-1-17 and 12-44-70 of the Code authorize the County to provide special source revenue credit ("*Special Source Revenue Credit*") financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, "*Infrastructure*").

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a facility in the County for the manufacturing distribution of blow molding plastic and related products.

4. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

6. By enactment of an Ordinance on _____, 20__, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the

provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Administration Expenses” shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

“Affiliate” shall mean any corporation, limited liability company, partnership or other entity which owns all or part of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is owned in whole or in part by the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any partner, shareholder or owner of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

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

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean _____, a _____, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“Condemnation Event” shall mean any act of taking by a public or quasi-public authority through condemnation, reverse condemnation or eminent domain.

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$80,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

“County” shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Administrator” shall mean the Anderson County Administrator, or the person holding any successor office of the County.

“County Assessor” shall mean the Anderson County Assessor, or the person holding any successor office of the County.

“County Auditor” shall mean the Anderson County Auditor, or the person holding any successor office of the County.

“County Council” shall mean Anderson County Council, the governing body of the County.

“County Treasurer” shall mean the Anderson County Treasurer, or the person holding any successor office of the County.

“Defaulting Entity” shall have the meaning set forth for such term in Section 6.02(a) hereof.

“Deficiency Amount” shall have the meaning set forth for such term in Section 4.03(a) hereof.

“Department” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project shall mean any reduction in the value, using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.01 of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT payments which may be caused by the Company’s or any Sponsor Affiliate’s removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act and this Fee Agreement, and selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean machinery, equipment, furniture, office equipment, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor.

“Event of Default” shall mean any event of default specified in Section 6.01 hereof.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable portion of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee Agreement” shall mean this Fee in Lieu of Tax and Special Source Credit Agreement.

“FILOT” or **“FILOT Payments”** shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“FILOT Act” shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“FILOT Act Minimum Investment Requirement” shall mean, with respect to the Project, an investment of at least \$2,500,000 by the Company, or of at least \$5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.

“Improvements” shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

“Infrastructure” shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

“Investment Period” shall mean, and shall be equal to, the Standard Investment Period

“Standard Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

“Land” means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

“MCIP Act” shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“MCIP Agreement” shall mean the [name of agreement] dated as of _____, ____, as amended, between the County and _____ County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

“MCIP” shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

“Phase” or **“Phases”** in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

“Project” shall mean [the Land and] all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

“Removed Components” shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate in its sole discretion, elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.

“Special Source Credits” shall mean the annual special source credits provided to the Company pursuant to Section 4.02 hereof.

“Sponsor Affiliate” shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

“Standard Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

“State” shall mean the State of South Carolina.

“Termination Date” shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 19th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 20 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.02 Project-Related Investments

The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

[End of Article I]

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the FILOT Act.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the FILOT Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in the State.

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 320.5 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2021, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments against which a Special Source Credit is to be provided under this Fee Agreement.

Section 2.02 Representations, Warranties, and Agreements of the Company

The Company hereby represents, warrants, and agrees as follows:

(a) The Company is organized and in good standing under the laws of the State of South Carolina, is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of manufacturing blow molding plastic, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(c) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d) The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met the Contract Minimum Investment Requirement within the Investment Period.

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) create approximately 131 net new, full-time jobs (with benefits) within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2021.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and this Fee Agreement, and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the Contract Minimum Investment Requirement within the Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Company may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A to this Fee Agreement, in form reasonably acceptable to the County.

Section 3.02 Diligent Completion

The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.03 Filings and Reports

(a) Each year during the term of the Fee Agreement, the Company and any Sponsor Affiliates shall deliver to the County, the County Auditor, the County Assessor and the County Treasurer a copy of their most recent annual filings with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor, and to their counterparts in the partner county to the MCIP Agreement, the County Administrator and the Department within thirty (30) days after the date of execution and delivery of this Fee Agreement by all parties hereto.

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made

by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

ARTICLE IV

FILOT PAYMENTS

Section 4.01 FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of 320.5 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Standard Investment Period, the Company shall be entitled to receive, and the County agrees to provide a special source credit against payments in lieu of taxes by the Companies pursuant to the Park Agreement or the Fee Agreement, as the case may be, to reimburse the Company in respect of its investment in Infrastructure pertaining to the Project. In these respects, the Company shall be entitled to claim a special source credit equal to (i) 80% of each year's payments in lieu of taxes pursuant to the Park Agreement (the "Filot Payment") for each of the first five years of fee in lieu of tax payments, (ii) 60% of each years for years 6 through 10 of the Filot Payments, and (iii) 50% of the Filot Payment for the remaining term of the Fee Agreement with each special source credit to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period) for twenty (20) consecutive years. Provided, if either the Investment Target or the Jobs Creation Target are not in place within the five years of the first year of investment of economic investment property subject to the Fee Agreement, the special source credit shall be reduced to 40% for the remaining term. However, if the Investment Target and the Jobs Creation Target are obtained by December 31 of the seventh year of the Fee Agreement, the special source credit shall return to 60% the then remaining years until the 10th year and 50% for the remaining term. The Company shall not be entitled to any recapture of credits during the 6th and 7th year of this limitation is enacted.

(a) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken.

(b) In no event shall the aggregate amount of all Special Source Credits claimed by the Company exceed the amount expended with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit C.

(c) Should the Contract Minimum Investment Requirement not be met by the end of the Standard Investment Period, any Special Source Credits otherwise payable under this Agreement shall no

longer be payable by the County, and the Company shall be retroactively liable to the County for the amount of the Special Source Credits previously received by the Company, plus interest at the rate payable for late payment of taxes. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Investment Period.

(d) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(e) Each annual Special Source Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Credit to be provided to the Company for such property tax year.

(f) The Special Source Credits are payable solely from the FILOT Payments, are not secured by, or in any way entitled to, a pledge of the full faith, credit or taxing power of the County, are not an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, are payable solely from a special source that does not include revenues from any tax or license, and are not a pecuniary liability of the County or a charge against the general credit or taxing power of the County.

Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Revenue Credits received) (such excess, a “*Deficiency Amount*”) for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Investment Period.

b As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.05 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

Section 4.06 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

In the event of a Diminution in Value of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled

to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

Section 5.03 Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information"). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County "Confidential Information." The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or

a debt or general obligation of the County [(it being intended herein that any obligations of the County with respect to the Special Source Revenue Credits shall be payable only from FILOT payments received from or payable by the Company or any Sponsor Affiliates)]; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliates may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company or any Sponsor Affiliates in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Fee Agreement to the contrary, it is not intended in this Fee Agreement that the County shall impose transfer restrictions with respect to the Company, any Sponsor Affiliates or the Project as are any more restrictive than the Transfer Provisions.

Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the

Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

(c) Notwithstanding anything in this Fee Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company or any Sponsor Affiliate, shall survive any termination of this Fee Agreement.

Section 5.07 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any

Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliate, as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliate under this Fee Agreement and/or any release of the Company or such Sponsor Affiliate pursuant to this Section.

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Fee Agreement or in the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the FILOT Act absent compliance by the Company and any Sponsor Affiliates with the Transfer Provisions.

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same.

Section 5.11 Priority Lien Status

The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such

investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in form reasonably acceptable to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

ARTICLE VI

DEFAULT

Section 6.01 Events of Default

The following shall be “Events of Default” under this Fee Agreement, and the term “Event of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or any Sponsor Affiliate to make the FILOT Payments described in Section 4.01 hereof, or any other amounts payable to the County under this Fee Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company or any Sponsor Affiliate hereunder which is deemed materially incorrect when deemed made; or

(c) Failure by the Company or any Sponsor Affiliate to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or such Sponsor Affiliate is diligently pursuing corrective action; or

(d) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County and any Sponsor Affiliates specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 6.02 Remedies Upon Default

(a) Whenever any Event of Default by the Company or any Sponsor Affiliate (the “Defaulting Entity”) shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with any Sponsor Affiliates) failure to meet the [Contract Minimum Investment Requirement] [Enhanced Minimum Investment Requirement] other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company and any Sponsor Affiliate may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement as to the acting party; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.04 No Waiver

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

[End of Article VI]

ARTICLE VII
MISCELLANEOUS

Section 7.01 Notices

Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

If to the Company:

Attn: _____

With a copy to:

If to the County:

Anderson County
Attn: County Administrator
101 S. Main Street
Anderson, South Carolina 296--24

With a copy to:

Anderson County Attorney
101 S. Main Street
Anderson, South Carolina 29624

Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7.03 Counterparts

This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 7.04 Governing Law

This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 7.05 Headings

The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 7.06 Amendments

The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 7.07 Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 7.08 Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party

hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.11 Waiver

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

Section 7.12 Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

[End of Article VII]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Administrator and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

FOR ANDERSON COUNTY:

(SEAL)

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey Croegaert
Anderson County Clerk to Council

*[Signature Page 1 to Fee in Lieu of Tax **and Special Source Credit** Agreement]*

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Tax and Special Source Credit Agreement]

EXHIBIT A

LEGAL DESCRIPTION

[Insert legal description here]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "*Company*"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax **and Special Source Credit** Agreement dated as of _____, 20__ between Anderson County, South Carolina and the Company (the "*Agreement*"), as follows:

(1) The total investment made by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20__ was \$_____.

(2) The cumulative total investment made by the Company and any Sponsor Affiliates in the Project from the period beginning _____, 20__ (that is, the beginning date of the Investment Period) and ending December 31, 20__, is \$_____.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

Name: _____
Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax **and Special Source Credit** Agreement dated as of _____, 20__ between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Revenue Credits previously received by the Company and any Sponsor Affiliates is \$_____.

(2) As of December 31, 20__, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than \$_____.

(3) **Use only if expenditures for personal property will be used to account for Special Source Revenue Credits.** Of the total amount set forth in (2) above, \$_____ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description

Investment Amount

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 20__.

Name: _____
Its: _____

ORDINANCE NO. 2020-044

AN ORDINANCE AUTHORIZING (1) THE EXECUTION OF AN INFRASTRUCTURE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND FRIENDSHIP SC PRESERVATION, L.P. TO PROVIDE FOR INFRASTRUCTURE CREDITS WITH RESPECT TO A REHABILITATION PROJECT LOCATED AT 719 MAULDIN STREET, ANDERSON, SC, (2) AUTHORIZING THE EXECUTION OF A MULTI-COUNTY PARK AGREEMENT WITH GREENVILLE COUNTY TO INCLUDE SUCH PROPERTY, (3) AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF ANDERSON, AND (4) OTHER MATTERS RELATED THERETO. (TITLE ONLY)

EMERGENCY ORDINANCE NO. 2020-045

AN EMERGENCY ORDINANCE TO REQUIRE INDIVIDUALS TO WEAR FACE COVERINGS IN CERTAIN CIRCUMSTANCES AND WITHIN THE UNINCORPORATED AREAS OF ANDERSON COUNTY, SOUTH CAROLINA: AND OTHER MATTERS RELATED THERETO. (TITLE ONLY)

ORDINANCE NO. 2020-046

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

(PROJECT SPRUCE)

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

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

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

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

DONE in meeting duly assembled this ____ day of _____, 20__.
(SEAL)

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____, 20__
Second Reading: _____, 20__
Third Reading: _____, 20__
Public Hearing: _____, 20__

SCHEDULE

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

Address: 200 East Camperdown Way
Greenville, SC 29601

TMS #: 0069000300100

ORDINANCE NO. 2020-047

AN ORDINANCE AUTHORIZING AND APPROVING (1) THE DEVELOPMENT OF A NEW JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (FRIENDSHIP COURT PROPERTY) PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN CONJUNCTION WITH ANDERSON COUNTY (THE "PARK") SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN ANDERSON COUNTY AND TO INCLUDE THE AFOREMENTIONED PROJECT; (2) THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH ANDERSON COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE IN LIEU OF AD VALOREM TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; (3) THE DISTRIBUTION OF REVENUES FROM THE PARK TO THE COUNTIES AND RELEVANT TAXING ENTITIES; AND (4) OTHER MATTERS RELATED THERETO. (TITLE ONLY)

STATE OF SOUTH CAROLINA)
)
ANDERSON COUNTY)

INDUCEMENT RESOLUTION R2020-029

IDENTIFYING A PROJECT TO SATISFY THE REQUIREMENTS OF TITLE 12, CHAPTER 44 OF THE SOUTH CAROLINA CODE, SO AS TO ALLOW INVESTMENT EXPENDITURES INCURRED BY A COMPANY KNOWN TO THE COUNTY AS PROJECT UNDERWOOD, ITS AFFILIATES AND RELATED ENTITIES, TO QUALIFY AS EXPENDITURES ELIGIBLE FOR A FEE-IN-LIEU OF TAXES ARRANGEMENT WITH ANDERSON COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County (the “County”) is a political subdivision of the State of South Carolina and as such has all powers granted to counties by the Constitution and the general law of this State; and

WHEREAS, the County, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “Act”) (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina (the “State”) will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes (“FILOT”) with respect to such investment; and (iii) to make and execute contracts pursuant to Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (“MCIP Act”), the County is authorized (i) to develop multi-county industrial or business parks in partnership with counties having contiguous borders with the County and (ii) to include within the boundaries of such parks the property of eligible companies; and

WHEREAS, a company known to the County as Project Underwood, as Sponsor, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities and any Sponsor Affiliates that the Sponsor may designate and the County may approve in accordance with the Act (collectively, “Company”), contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein and to be further set forth in future agreements, and to the extent allowed by law, plans to establish facilities in the County through the acquisition, construction, and purchase of certain land, buildings, furnishings, fixtures, apparatuses, and equipment (the “Project”), which will result in approximately \$3,000,000 in new investment in real and personal property in the County (“Investment”); and

WHEREAS, as an inducement for the Project, the Company requests and the County desires to provide certain incentives, including but not limited to, the following: (1) the incentive of a FILOT arrangement as authorized by the Act for a term of 30 years for each phase and having a fixed assessment ratio of 6% with a fixed millage rate equal to the lowest millage rate permitted pursuant to Section 12-44-50(A)(1)(D) of the Act, the terms of which shall be further set forth in a fee-in-lieu of *ad valorem* taxes and incentive agreement between the County and the Company (“Fee Agreement”); (2) the placement of the Project in a multi-county industrial or business park of which the County is a member county; (3) the provision of certain special source revenue credits or infrastructure credits to the Company to offset eligible infrastructure costs

under the MCIP Act, and (4) any other incentives that may be set forth in the Fee Agreement or other agreements by and between the County and the Company (collectively, the “Incentives”); and

WHEREAS, the parties recognize and acknowledge that the Company would not otherwise locate the Project in the County but for the delivery of the Incentives; and

WHEREAS, in accordance with Section 12-44-40 of the Act, and based on information provided by the Company, the County has determined that (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits, not otherwise adequately provided locally; (ii) the Project will not give rise to any pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of the County or any incorporated municipality; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

NOW THEREFORE, BE IT RESOLVED, by the County Council as follows:

Section 1. Project Identification for Purposes of the Act. The County hereby identifies the Project as a “project” as contemplated by Section 12-44-40 of the Act.

Section 2. Project Findings. Based on information provided by the Company, the County hereby finds and affirms its determination that: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project will not give rise to any pecuniary liability of the County or incorporated municipality and or a charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

Section 3. Authorization to Negotiate Incentives. The County shall negotiate in good faith the Incentives and the agreements relating thereto, including but not limited to the Fee Agreement.

Section 4. Placement of Project in a Multi County Industrial Park. The County shall use its best efforts to cause the Project, if not already so placed, to be located within the boundaries of a multi county industrial or business park as provided in Article VIII, Section XIII of the South Carolina Constitution and the MCIP Act.

Section 5. Past and Future Acts. The County Council hereby authorizes the Chair of the County Council and other County staff, along with any designees or agents designated thereby, including the County’s attorney for this Project, in the name of and on behalf of the County (each an “Authorized Individual”), to take whatever further actions, and enter into whatever further agreements, as are allowed by law and as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Resolution and induce the Company to locate the Project in the County, and authorizes and ratifies all actions previously undertaken by Authorized Individuals with respect to the Project and the actions contemplated by this Resolution.

Section 6. Severability. Should any part, provision, or term of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Resolution or any part, provision or term thereof, all of which is hereby deemed separable.

Section 7. **Repealer Clause.** All orders, resolutions, or any parts of either, in conflict with this Resolution are, to the extent of that conflict, repealed. This Resolution is effective and remains in effect as of its adoption by the County Council.

Done in a meeting duly assembled this 12th day of November 2020.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

RESOLUTION NO. 2020-030

A RESOLUTION ORDERING A PUBLIC HEARING ON THE QUESTION OF THE DIMINUTION OF THE TERRITORY OF THE METROPOLITAN SEWER SUBDISTRICT AND OTHER MATTERS RELATING THERETO.

NOW THEREFORE, BE IT RESOLVED, by the County Council of Anderson County (the "*County Council*"), the governing body of Anderson County, South Carolina ("*Anderson County*"), in meeting duly assembled:

Section 1 Findings. The County Council makes the following findings of fact in connection with the adoption of this resolution (this "*Resolution*"):

(a) Pursuant to the provisions of Title 6, Chapter 11, Article 3 of the Code of Laws of South Carolina 1976, as amended (the "*SPD Boundary Laws*"), and specifically, Sections 6-11-420 and 430 of the SPD Boundary Laws, the County Council is empowered to take action to enlarge, diminish, or consolidate any special purpose district lying within Anderson County upon receipt of a petition of the governing body of the affected special purpose district.

(b) Metropolitan Sewer Subdistrict ("*Metro*") is a special purpose district created pursuant to Act No. 687 of the Acts of the General Assembly of the State of South Carolina of 1969, as amended (the "*Metro Legislation*"), and governed by the Metropolitan Sewer Subdistrict Commission (the "*Metro Commission*"). Pursuant to the Metro Legislation, the current boundaries of Metro (the "*Metro Boundaries*") consist of portions of Greenville County, South Carolina ("*Greenville County*") and, pursuant to an ordinance of the County Council enacted on December 21, 2010, the area of Anderson County encompassed by the boundaries of the Piedmont Public Service District, as shown on the map at Attachment 1 to the petition attached to this Resolution at **Exhibit A** (the "*Piedmont Territory*"). Metro is authorized to provide sewer collection services within the Metro Boundaries.

(c) Renewable Water Resources ("*ReWa*") is a special purpose district created pursuant to Act No. 362 of the Acts of the General Assembly of the State of South Carolina of 1925, as amended (the "*ReWa Legislation*"), and governed by the Board of Commissioners of ReWa (the "*ReWa Board*"). Pursuant to the ReWa Legislation, the current boundaries of ReWa include portions of Greenville County, Anderson County, and other South Carolina counties, including the Piedmont Territory within Anderson County. ReWa is authorized to provide sewer collection services and sewer treatment and disposal services within its boundaries.

(d) The Metro Boundaries and the boundaries of ReWa within Anderson County overlap to the extent of the Piedmont Territory; however, Metro owns and operates all sewer lines and related sewer infrastructure located within the Piedmont Territory and is the provider of sewer collection services therein.

(e) The County Council is advised that Metro and ReWa desire that the County Council diminish the Metro Boundaries in order to remove the Piedmont Territory therefrom to

Anderson County. The first publication of the Notice of Public Hearing shall not be less than sixteen days prior to the date of the Public Hearing.

(c) The Public Hearing shall be conducted publicly at the time and place above stated and both proponents and opponents of the Consolidation shall be given a full opportunity to be heard in person or by counsel.

(d) Following the Public Hearing, the County Council shall determine whether the diminution of the Metro Boundaries, as described herein, shall be approved.

Section 4 Further Action. The Chairman, the County Administrator of the County, the County Attorney, and the Clerk are hereby authorized and empowered to take all necessary action to provide for the holding of the Public Hearing in accordance with the provisions of the SPD Boundary Laws. The Clerk, with the advice of the County Attorney, is further authorized to approve of changes to the form of the Notice of Public Hearing as are necessary to comply with the provisions of the SPD Boundary Laws, the South Carolina Freedom of Information Act, or other South Carolina laws or County procedures.

[Remainder of Page Left Blank]

Done in meeting duly assembled this 12th day of November 2020.

(SEAL)

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

EXHIBIT A

Petition

EXHIBIT B

Form of Notice of Public Hearing

NOTICE OF PUBLIC HEARING

The County Council of Anderson County (the “*County Council*”), the governing body of Anderson County, South Carolina (“*Anderson County*”), has received a petition of the Metropolitan Sewer Subdistrict Commission (the “*Metro Commission*”), the governing body of the Metropolitan Sewer Subdistrict, South Carolina (“*Metro*”), pursuant to the provisions of Title 6, Chapter 11, Article 3 of the Code of Laws of South Carolina 1976, as amended (the “*SPD Boundary Laws*”), requesting that the County Council take proper action to diminish the boundaries of Metro within Anderson County to remove therefrom the area encompassing the current boundaries of the Piedmont Public Service District within Anderson County (the “*Piedmont Territory*”). As required by Section 6-11-440 of the SPD Boundary Laws, notice is hereby given of the following:

1. Public Hearing. The Public Hearing shall be held [MANNER OF PUBLIC HEARING], on [DATE AND TIME OF PUBLIC HEARING]. The Public Hearing shall be conducted publicly at the time and place above stated and both proponents and opponents of the Consolidation shall be given a full opportunity to be heard in person or by counsel. Following the Public Hearing, the County Council shall determine whether the diminution of the Metro Boundaries, as described herein, shall be approved.

2. Nature of Changes to Impacted Special Purpose District. If approved, as of the effective date of the diminution of the Metro Boundaries as described herein (the “*Effective Date*”), the Metro Boundaries shall be diminished to remove the Piedmont Territory therefrom.

3. Description of the Boundaries of Metro as Reconstituted. If approved, as of the Effective Date, as determined by ordinance of the County Council, the Metro Boundaries shall be modified to remove the Piedmont Territory therefrom such that the Metro Boundaries shall no longer include any portion of Anderson County. Maps depicting the Piedmont Territory and the resulting boundaries of the territories of Metro have been placed on file with the Clerk and may be viewed by request during the County’s normal business hours.

4. Reasons for the Proposed Change. The County Council is advised that Metro and Renewable Water Resources desire that the County Council diminish the Metro Boundaries in order to remove the Piedmont Territory therefrom in order to allow ReWa to become the provider of sewer collection service therein.

5. Functions to be Performed by Metro as Reconstituted. If approved, as of the Effective Date Metro will no longer provide sewer collection service within the Piedmont Territory, and sewer collection service will thereafter be provided by ReWa. As the boundaries of ReWa currently include the Piedmont Territory, no changes to the boundaries of ReWa are necessary to achieve this result.

6. Proposed Improvements and Funding. The County Council is advised that there are no improvements that are required as a consequence of the proposed action.

7. Issuance of Bonds. The County Council is advised that no bonds of Metro are to be immediately issued in connection with the proposed action.

COUNTY COUNCIL OF ANDERSON COUNTY

PETITION OF METROPOLITAN SEWER SUBDISTRICT COMMISSION TO THE COUNTY COUNCIL OF ANDERSON COUNTY, SOUTH CAROLINA PURSUANT TO TITLE 6, CHAPTER 11, ARTICLE 3 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

1. Metro is a special purpose district created pursuant to Act No. 687 of the Acts of the General Assembly of the State of South Carolina of 1969, as amended (the "**Metro Legislation**"). Pursuant to the Metro Legislation, the current boundaries of Metro (the "**Metro Boundaries**") consist of portions of Greenville County, South Carolina and, pursuant to an ordinance of the County Council of Anderson County (the "**County Council**"), the governing body of Anderson County, South Carolina ("**Anderson County**"), enacted on December 21, 2010, the area of Anderson County encompassing the boundaries of the Piedmont Public Service District (the "**Piedmont Territory**"). Metro is authorized pursuant to the Metro Legislation to provide sewer collection services within the Metro Boundaries.

2. Pursuant to the provisions of Title 6, Chapter 11, Article 3 (the "**SPD Boundary Laws**") of the Code of Laws of South Carolina 1976, as amended (the "**S.C. Code**"), and specifically, Sections 6-11-420 and 430 of the SPD Boundary Laws, special purpose districts may petition the county council of a county in which the district is located requesting that the county council take action to enlarge, diminish, or consolidate such special purpose district. Upon the receipt of such a petition, the county council shall order a public hearing to be held for the purpose of making a determination as to whether and to what extent such special purpose district shall be enlarged, diminished, or consolidated.

3. Renewable Water Resources is a special purpose district created pursuant to Act No. 362 of the Acts of the General Assembly of the State of South Carolina of 1925, as amended (the "**ReWa Legislation**"), and governed by the Board of Commissioners of ReWa (the "**ReWa Board**"). Pursuant to the ReWa Legislation, the current boundaries of ReWa include portions of Greenville County, Anderson County, and other South Carolina counties, including the Piedmont Territory within Anderson County. ReWa is authorized pursuant to the ReWa Legislation to provide sewer collection services and sewer treatment and disposal services within its boundaries.


4. Metro desires that the County Council diminish the Metro Boundaries in order to remove the Piedmont Territory therefrom in order to permit Metro to convey the sewer lines and related sewer infrastructure within the Piedmont Territory to ReWa and for ReWa to become the provider of sewer collection service therein. As the boundaries of ReWa currently include the Piedmont Territory, no changes to the boundaries of ReWa are necessary to achieve this result. As a result of the diminution of the Metro Boundaries through the removal of the Piedmont Area, the Metro Boundaries will no longer include any portion of Anderson County.

5. The Metro and ReWa are entering into a Memorandum of Understanding regarding the diminution of the Metro Boundaries, as requested hereby, and ReWa's acceptance of the obligation to provide sewer collection service within the Piedmont Territory.

6. Metro requests that the diminution of the Metro Boundaries, as requested hereby, be made effective within 30 days of the final approval thereof by the County Council.

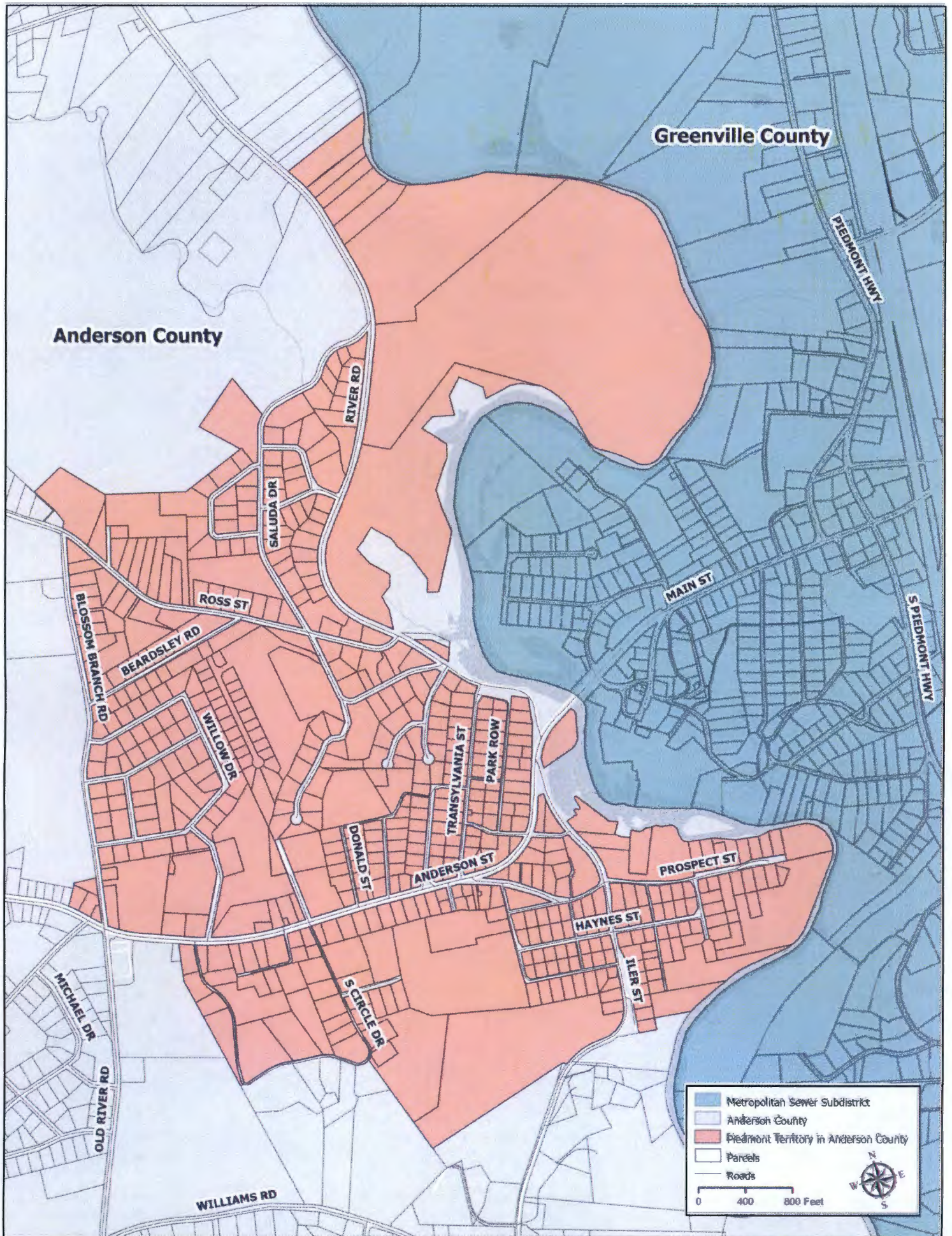
WHEREFORE, pursuant to the SPD Boundary Laws a resolution of the Metro Commission dated October 30, 2020, the Metro Commission hereby petitions and respectfully requests that the County Council to order a public hearing to be held upon the question of the diminution of the Metro Boundaries, as described herein, and take such action as is necessary to effect such diminution.

**METROPOLITAN SEWER SUBDISTRICT,
SOUTH CAROLINA**


Chairman

ATTACHMENT I TO PETITION

Map of Piedmont Territory



STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON) **RESOLUTION NO. 2020-031**

A RESOLUTION

A RESOLUTION AUTHORIZING THE AMENDMENT OF AN EXISTING FEE IN LIEU OF TAX AGREEMENT DATED AS OF OCTOBER 1, 2013, BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND FRAENKISCHE USA, LP, EXTENDING THE INVESTMENT PERIOD BY FIVE YEARS.

WHEREAS, pursuant to the provisions of Chapter 44 of Title 12, Code of Laws of South Carolina, 1976, as amended (the “Act”), Anderson County (the “County”) and Fraenkische USA, LP (the “Company”), previously entered into a Fee in Lieu of Tax Agreement dated as of October 1, 2013 (the “FILOT Agreement”), pursuant to which certain fee in lieu of tax payments have been afforded to the Company, with respect to the “Project,” as defined in the FILOT Agreement; and

WHEREAS, pursuant to Section 12-44-30(13) of the Act, the Company may apply to the County before the end of the investment period for an extension of time not exceeding five (5) years in order to complete the project, and whereas, in accordance with the Act, the Company so applied to the County on October 23, 2019; and

WHEREAS, pursuant to Section 12-44-30(13) of the Act, a county council may approve by resolution an extension of the investment period by up to five (5) years, provided that the minimum investment required with respect to the Project pursuant to the Act has been met; and

WHEREAS, the Company has met its minimum investment requirement and required under the terms of the FILOT Agreement to (i) invest not less than \$2,500,000 in the Project during the Investment Period, and ii) to use commercially reasonable efforts to create at least 54 net, new full-time jobs (with benefits) with respect to the Project during the Project Period (as defined in the FILOT Agreement), and

WHEREAS, pursuant to Section 10.9 of the FILOT Agreement entitled “Amendments,” the FILOT Agreement may be amended by a signed writing of all the parties; and

WHEREAS, the County and the Company now desire to amend the FILOT Agreement to provide for a five (5) year extension of the Investment Period and Project Period (as defined in the FILOT Agreement) by amending the end date of the definition of the Investment Period and Project Period to December 31, 2024, effective as of December 31, 2019, to allow additional time for the company to complete its investment in the Project and creation of 54 net, new full-time jobs (with benefits); and

WHEREAS, the Company has caused to be prepared and presented to the County Council (as defined below) the form of an amendment to the FILOT Agreement in order to effectuate the terms as set forth below;

NOW, THEREFORE, BE IT RESOLVED by the Council of Anderson County, South Carolina (“County Council”):

Section 1. County Council hereby approves an amendment of the FILOT Agreement, the form of which is attached hereto as Exhibit B (the “Amendment”) to be effective as of December 31, 2019, which would extend the Investment Period and Project Period by an additional five (5) years, as set forth in the Amendment.

Section 2. The Chairman of County Council is authorized, empowered and directed, in the name of and on behalf of Anderson County, to execute, acknowledge, and deliver any documents and to do all things necessary to effectuate the amendments to the FILOT Agreement approved by the passage of this resolution. The Clerk to Council is authorized to attest the execution of the amendment of the FILOT Agreement.

Section 3. The provisions of this Resolution are declared to be separable, and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, then the declaration shall not affect the validity of the remainder of the sections, phrases, and provisions of this Resolution.

Section 4. To the extent this Resolution contains provisions that conflict with provisions contained elsewhere in the Anderson County Code or in any orders, resolutions, ordinances, and parts thereof, the provisions contained in this Resolution supersede all other provisions and this Resolution is controlling.

Section 5. This Resolution shall take effect and be in full force from and after its passage by the County Council.

AND IT IS SO RESOLVED, this 12th day of November, 2020.

(SEAL)

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to County Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

Exhibit B

Amendment

**AMENDMENT TO
FEE IN LIEU OF TAX AGREEMENT**

This **AMENDMENT TO FEE IN LIEU OF TAX AGREEMENT** is dated as of _____, 2020 (the “Amendment”) by and between **ANDERSON COUNTY, SOUTH CAROLINA**, a political subdivision and body corporate of the State of South Carolina (the “County”), and **FRAENKISCHE USA, LP**, a limited partnership duly organized and existing under the laws of the State of Georgia and authorized to do business in the State of South Carolina (the “Company”).

WITNESSETH:

WHEREAS, pursuant to the provisions of Chapter 44 of Title 12, Code of Laws of South Carolina, 1976, as amended (the “Act”), the County and the Company previously entered into a Fee in Lieu of Tax Agreement dated as of October 1, 2013 (the “FILOT Agreement”) pursuant to which certain fee in lieu of tax payments have been afforded to the Company, with respect to the “Project,” as defined in the FILOT Agreement; and

WHEREAS, pursuant to Section 12-44-30(13) of the Act, the Company may apply to the County before the end of the investment period for an extension of time not exceeding five (5) years in order to complete the project; and

WHEREAS, pursuant to Section 12-44-30(13) of the Act, a county council may approve by resolution an extension of the investment period by up to five (5) years provided that the minimum investment required with respect to the Project pursuant to the Act has been met; and

WHEREAS, the Company has met the statutory minimum investment requirement and its minimum investment requirement under the terms of the FILOT Agreement to (i) invest not less than \$2,500,000 in the Project during the Investment Period, and ii) create at least 54 net, new full-time jobs (with benefits) with respect to the Project during the Project Period (as defined in the FILOT Agreement); and

WHEREAS, pursuant to a resolution attached hereto as Exhibit A, which was adopted by Anderson County Council on _____, 2020 (the “Resolution”), the County agreed to extend the Investment Period and Project Period (as defined in the FILOT Agreement) an additional five (5) years by amending the end date of the definition of the terms Investment Period and Project Period to December 31, 2024; and

WHEREAS, pursuant to Section 10.9 of the FILOT Agreement entitled “Amendments.,” the FILOT Agreement may be amended by a signed writing of all the parties; and

WHEREAS, the Resolution authorized the Chairman of the Anderson County Council to do any and all things necessary to effect the amendment of the FILOT Agreement as provided by the terms of the Resolution;

NOW, THEREFORE, in consideration of the above and other lawful consideration duly paid and received, the parties hereto **HEREBY AGREE** that:

Section 1. The definition of “Investment Period” found in Section 1.01 of the FILOT Agreement is amended to read as follows:

“Investment Period” shall mean the period beginning on January 1, 2014 and ending December 31, 2024.

Section 2. The definition of “Project Period” found in Section 1.01 of the FILOT Agreement is amended to read as follows:

“Project Period” shall mean the period beginning on January 1, 2013 and ending December 31, 2024.

Section 3. All other provisions of the FILOT Agreement are hereby confirmed and ratified except those provisions which relate to the extension of the Investment Period and the amended tax year for the Company as provided for herein and the County hereby waives compliance with the Investment Period and the Company’s tax year as originally written in the FILOT Agreement in favor of the new dates set forth herein.

IN WITNESS WHEREOF, **ANDERSON COUNTY, SOUTH CAROLINA**, and **FRAENKISCHE USA, LP**, each pursuant to due authority, have duly executed this Amendment, all as of the date first above written.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

By: _____
Lacey A. Croegaert
Anderson County Clerk to Council

FRAENKISCHE USA, LP

(SEAL)

By: _____

Name: _____

Title: _____

Exhibit A

**STATE OF SOUTH CAROLINA, ANDERSON COUNTY
RESOLUTION NO. _____**

AND IT IS SO RESOLVED, this 12th day of November, 2020.

(SEAL)

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman,
Anderson County Council

—

Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

Exhibit A
Amendment

**SECOND AMENDMENT TO
INFRASTRUCTURE FINANCE AGREEMENT**

This **SECOND AMENDMENT TO INFRASTRUCTURE FINANCE AGREEMENT** (the “Second Amendment”) is dated as of _____, 2020 by and among **ANDERSON COUNTY, SOUTH CAROLINA**, a political subdivision and body corporate of the State of South Carolina (the “County”), and **ORTEC, INC.**, a South Carolina corporation, **PENDLETON LAND HOLDINGS, LLC** a South Carolina limited liability company (together, the “Company”), and **TOWN OF PENDLETON** (the “Town”).

WITNESSETH:

WHEREAS, pursuant to the provisions of Section 12-44-10 *et seq.* and Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended, the County and the Company previously entered into that certain Infrastructure Finance Agreement dated as of December 6, 2016 as amended by that certain Amendment to Fee in Lieu of Tax Agreement and Infrastructure Finance Agreement dated as of October 1, 2019 (together, the “IFA Agreement”), pursuant to which the Company has been afforded certain Infrastructure Credits under the IFA Agreement; and

WHEREAS, the Company has made or desires to make certain improvements (the “Improvements”) to the Taxable Facilities, as defined in the IFA Agreement, and the County desires to amend the IFA Agreement to ensure the Improvements receive the benefits of the credits afforded thereby;

WHEREAS, consistent with the foregoing, the County, the Town, and Company desire to amend the IFA Agreement as set forth below.

NOW, THEREFORE, in consideration of the above and other lawful consideration duly paid and received, the parties hereto **HEREBY AGREE** that:

Section 1. IFA Agreement Section 3.02(b) is hereby amended to read as following, with the addition of the underlined portion below:

(b) In addition to the above, in order to reimburse the Company for Cost of Infrastructure with respect to the Taxable Facilities (which for the avoidance of doubt includes improvements by the Company thereto), commencing with the year in which Project Credits are first taken by the Company, the County shall provide to the Company a 40% Infrastructure Credits for twenty (20) consecutive years of the Fee Agreement, against each year’s payments in lieu of taxes with respect to the Taxable Facilities (including improvements) pursuant to the Park Agreement, such credits to be calculated and applied after payment by the County of one percent (1%) amount due the non-host county under the Park Agreement (the “FILOT Equivalent Credits”).

Section 2. All other provisions of the Agreements are hereby confirmed and ratified except those provisions as provided for herein.

[Signature pages follow.]

IN WITNESS WHEREOF, ANDERSON COUNTY, SOUTH CAROLINA, ORTEC, INC.,
PENDLETON LAND HOLDINGS, LLC, AND TOWN OF PENDLETON each pursuant to due
authority, have duly executed this Second Amendment, all as of the date first above written.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

ORTEC, INC.

By: _____
Name: _____
Title: _____

PENDLETON LAND HOLDINGS, LLC

By: _____
Name: _____
Title: _____

TOWN OF PENDLETON

By: _____
Name: _____
Title: _____

Lacey A. Croegaert

From: Tim Cartee
Sent: Friday, October 2, 2020 4:59 PM
To: Lacey A. Croegaert
Cc: Alesia Hunter
Subject: Avendell Subdivision- Coppermine Drive
Attachments: County Council for Road Acceptance Avendell- Coppermine Drive.pdf

Lacey, would you please place these subdivisions on the next County Council Agenda, please see attachment.

Thanks,



Tim Cartee
Land Development Administrator

O: 864-260-4719
F: 864-260-4795
tcartee@andersoncountysc.org

Development Standards
401 E. River Street
Anderson, SC 29624



MEMORANDUM

ANDERSON COUNTY DEVELOPMENT STANDARDS

DATE: October 2, 2020

TO: Lacey Croeger
Executive Clerk to Council

FROM: Tim Cartee
Land Development Administrator

CC: Holt Hopkins, Alesia Hunter

SUBJECT: Avendell Subdivision

Based on the recommendation of the Roads and Bridges Department, would you please place on the next County Council Agenda for consideration of acceptance for the following roads into the County Maintenance System at their October 20, 2020 Meeting.

This will add 1,476 feet of paved roads to the county maintenance system.

Developer: Avendell Investments, LLC
Location: Three & Twenty Road
County Council District: 6
Roads: Coppermine Drive

Please feel free to contact me at (260-4719) if you need more information.

Tommy Dunn
Chairman, District 5

Craig Wooten
Council District 1

Ray Graham
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Bret Sanders
V. Chairman, District 4

Gracie Floyd
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



MEMORANDUM

ANDERSON COUNTY ROADS AND BRIDGES

DATE: October 1, 2020

TO: Alesia Hunter
Development Standards

FROM: Norman McGill
Roadway Management Supervisor

CC: Holt Hopkins

SUBJECT: Coppermine Drive in Avendell Subdivision

To the best of my ability, I certify that there are no known drainage issues in **Avendell Subdivision** on the roads listed below. All drainage facilities and roadways within the proposed county right of way meet the county standards that were approved by the Planning Commission from the preliminary plat. The roads of this phase of the subdivision are now eligible to be considered for acceptance into the county maintenance system. This will add **1,476** feet of paved roads to the county maintenance system.

District: 6

Location: Avendell Subdivision

Roads: **Coppermine Drive (P-02-0207)**

Tommy Dunn
Chairman, District 5

Craig Wooten
Council District 1

Ray Graham
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Gracie Floyd
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org

Roads & Bridges Department

Lacey A. Croegaert

From: Tim Cartee
Sent: Monday, October 19, 2020 11:02 AM
To: Lacey A. Croegaert
Cc: Holt Hopkins; Alesia Hunter
Subject: Shackleburg Farms Subdivision Phase I
Attachments: Memo County Council for Road Acceptance Shackleburg Farms Subdivision Phase I 10-19-2020.pdf

Lacey, would you please place this subdivisions on the next County Council Agenda, please see attachment.

Thanks,



ANDERSON COUNTY
SOUTH CAROLINA

Tim Cartee
Land Development Administrator

O: 864-260-4719
F: 864-260-4795
tcartee@andersoncountysc.org

Development Standards
401 E. River Street
Anderson, SC 29624



MEMORANDUM

ANDERSON COUNTY DEVELOPMENT STANDARDS

DATE: October 19, 2020

TO: Lacey Croeger
Executive Clerk to Council

FROM: Tim Cartee
Land Development Administrator

CC: Holt Hopkins, Alesia Hunter

SUBJECT: Shackleburg Farms Subdivision Phase I

Based on the recommendation of the Roads and Bridges Department, would you please place on the next County Council Agenda for consideration of acceptance for the following roads into the County Maintenance System at their November 3, 2020 Meeting.

This will add 3,203 feet of paved roads to the county maintenance system.

Developer: Mark III Properties, Inc.
Location: Shackleburg Road
County Council District: 4
Roads: Cypress Hollow Drive, Sweet Hill Road, Maple Forge Way, Willow Grove Way, Rocky Meadows Trial, Fern Hollow Trial

Please feel free to contact me at (260-4719) if you need more information.

Tommy Dunn
Chairman, District 5

Craig Wooten
Council District 1

Brett Sanders
Council District 4

Cindy Wilson
Council District 7

Ray Graham
V. Chairman, District 3

Gracie Floyd
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

Rusty Burns | County Administrator
rburns@andersoncountysc.org



MEMORANDUM

ANDERSON COUNTY ROADS AND BRIDGES

DATE: October 16, 2020

TO: Alesia Hunter
Development Standards

FROM: Norman McGill
Roadway Management Supervisor

CC: Holt Hopkins

SUBJECT: Shackleburg Farms Phase 1

To the best of my ability, I certify that there are no known drainage issues in **Shackleburg Farms Phase 1** on the roads listed below. All drainage facilities and roadways within the proposed county right of way meet the county standards that were approved by the Planning Commission from the preliminary plat. The roads of this phase of the subdivision are now eligible to be considered for acceptance into the county maintenance system. This will add **3,203** feet of paved roads to the county maintenance system.

District: 4

Location: Shackleburg Farms Subdivision Phase 1

Roads: **Cypress Hollow Drive (P-06-0179), Sweet Hill Rd (P-06-0180), Maple Forge Way (P-06-0181)**
Willow Grove Way (P-06-0182), Rocky Meadows Trail (P-06-0183), Fern Hollow Trail (P-06-0184)

Tommy Dunn
Chairman, District 5

Craig Wooten
Council District 1

Ray Graham
Council District 3

Cindy Wilson
Council District 7

Brett Sanders
V. Chairman, District 4

Gracie Floyd
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

Rusty Burns | County Administrator
rburns@andersoncountysc.org

Roads & Bridges Department





Public Safety Committee Agenda

Committee Members:

The Honorable Ray Graham, Chairman
The Honorable Craig Wooten
The Honorable Jimmy Davis

Friday, October 23, 2020 at 8:30 a.m.

Historic Courthouse-2nd Floor
Conference Room

1. **Call to Order:** Honorable Ray Graham
2. **Invocation and Pledge of Allegiance:** Honorable Craig Wooten
3. **Approval of Public Safety Minutes:** All Committee members
 - a. August 14, 2020
4. **Discussion on EMS Franchise Requests:** Mr. Steve Kelly
 - a. Carolina Ambulance
 - b. Thorne Ambulance
5. **Update on EMS System** Mr. Ray Graham
6. **Update on QRV:** Mr. Steve Kelly, Mr. Don McCown
7. **Citizen Comments:**
8. **Adjournment:**

Tommy Dunn
Chairman, District 5

Craig Wooten
Council District 1

Ray Graham
Council District 3

Cindy Wilson
Council District 7

Rusty Burns | County Administrator
rburns@andersoncountysc.org

Brett Sanders
V. Chairman, District 4

Gracie Floyd
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

Corrected Minutes
Public Safety Committee
Friday, August 14, 2020
Via WebEx

The Public Safety Committee meeting of Friday, August 14, 2020 was called to order at 8:02am by Chairman Ray Graham via WebEx. Mr. Craig Wooten and Mr. Jimmy Davis were in attendance for the Public Safety Committee meeting via WebEx. The Invocation and Pledge of Allegiance was provided by Mr. Jimmy Davis.

The following items were discussed by the committee:

3. Approval of Minutes:

Mr. Jimmy Davis made the motion to approve the Public Safety Committee minutes for July 2, 2020 as submitted with a second from Mr. Craig Wooten, the committee voted unanimously 3-0 to recommend to Full Council.

5. Discussion on EMS Billing Fees: Mr. Steve Kelly, Mr. Don McCown:

This proposal came to the Public Safety Committee for review as an option to increase funding a little bit. The County will not be increasing the subsidy and it is expected that the Covid-19 issues will flare up again during the flu season this fall. Increasing the fee schedule only increases the rates that will be charged to private insurance and self-pay and will not affect Medicare or Medicaid. These fees provide the ability to get more money from insurance companies. Currently, other regions are getting paid more than Anderson County. If these proposed EMS fees are increased the County would not need an increase for a long time. These fees will help provide assistance to make services sustainable and provide the resources needed to run the services in Anderson County.

Mr. Don McCown stated that this year 12% of Emergency Medical Services are folding across the United States. An estimated 19% may fold by the end of the year. There are personnel out with COVID and high call volumes. A lot of counties and governments are unable to raise subsidies with some at the maximum of what they can bill. A lot of these services will not be in business in 2021.

In the proposed Anderson County EMS Fee Schedule an ALS 1 is a paramedic response ambulance. The ALS 1 rate will increase from \$900 to \$1575 per transport. An ALS 2 is for critical patients, cardiac arrest, advanced airway, and administering of drugs. The ALS 2 rate will go from \$1212 to \$2212 with an increase of \$1000. An ALS non-emergency rate will raise from \$840 to \$1470 and a BLS non-emergency rate will increase from \$540 to \$945. The transport mileage is charged per mile and will include an ALS rate increase of \$22.20 to \$38.85 per mile and a BLS rate increase of \$22.20 to \$38.85 per mile. The County will not have to increase these fees for at least 5-6 years. These increases will affect private insurance and private pay. The insurance is currently paying these rates in other areas. When the insurance company receives a bill, they historically pay the allowable which is normally around 60%. Any negotiation of rates would occur between the provider and the insurance companies. The insurance companies are currently unable to fight anything for EMS or the hospital due to COVID-19 so, they have to pay the rates.

Mr. Craig Wooten made the motion to accept the proposed billing fees for EMS with a second from Mr. Jimmy Davis. The committee voted unanimously 3-0 to recommend to Full Council.

6. QRV's Outline Area: Mr. Steve Kelly, Mr. Don McCown:

Minutes
Public Safety Committee
Friday, August 14, 2020
Via WebEx

Medshore/Priority has requested to give the contracts of Ebenezer and Williford back to Anderson County. The County will need to determine if an ambulance should be placed at each station or if a QRV should be put in place to cover these areas. Honea Path has shown some interest in putting an ambulance there. Mr. Ray Graham recommended to the Public Safety Committee that the County staff these areas with two QRV's for six months to stabilize the EMS system. This will give the providers time to get past issues with COVID-19 and then the County can look into allowing a provider to take it over. A 12-hour ambulance will be replaced with a 12-hour QRV. The coverage and cost for the community will remain the same. The County does not have full staffing to do this yet. One QRV will work 12 hours a day and will be staffed with one full-time position and one part-time position during this period. One hold up will be the acquisition of vehicles. This process may take approximately 3-4 weeks to get everything up and running because this will require hiring employees, getting vehicles, and stocking them.

Implementing the QRV's will allow the County to oversee the current providers ensuring they are providing the highest quality of care to our citizens. The transport will be secondary. In these two areas whoever is available will respond to provide the transport. The most important aspect of the EMS system is to get personnel on the scene with the skills and knowledge to handle the medical issues until the transport unit can arrive. Medshore is still responsible for covering the services of these contracts until September 31, 2020.

There are ways to do this to make it work by using part-time personnel without benefits, full-time personnel with benefits, and the administration may cover some of the trucks. The main reason for using a QRV is to get a hold of patient care because it has gone downhill in Anderson County during the last six months. The startup cost will be for the vehicles. The benefits and insurance have already been calculated into what it would take to run a fully staffed QRV for a month. The stock is very expensive so it will be included in the contract with all of the providers. Currently in the QRV's the stock that's used is taken off of the ambulance during transport so that it doesn't cost anything. According to the numbers when staffing these two QRV's the cost will be at budget or \$300 over budget. The \$300 can be offset by Steve Kelly or Don McCown picking up one shift a week on a QRV.

The EMS system is failing and providers are struggling to meet response times. These two areas with QRV's will be covered with part-time employees. This can be reevaluated after six months and then consider allowing providers to take these on. Medshore was failing these areas because the trucks were staying in the city and not staffing those areas. A QRV type model will provide a higher level of care. A County Paramedics' only goal is patient care. The paramedic will go out, assess the call and provide the care and then the transport will come transport and they will receive the payment.

Even though the County has been paying for the contracts of Ebenezer and Williford and not receiving the service they are unable to receive funding back. Medshore was fined \$9,000 for June and there will be a fine for July. South Carolina is hurting for paramedics. Currently, Priority has 15 employees out with Covid-19 and EMS is seeing about seventeen COVID-19 patients daily which is making an impact. Pelzer has seven employees out and Iva has four out so this is a major issue. If one employee shows up to work with COVID-19 symptoms it can spread quickly.

Mr. Jimmy Davis made the motion to implement the QRV system for Ebenezer and Williford until June 30, 2021 or as the Public Safety Committee sees fit to put it out to bid to another provider with a second from Mr. Craig Wooten, the committee voted unanimously 3-0 to recommend to Full Council.

**Minutes
Public Safety Committee
Friday, August 14, 2020
Via WebEx**

7. Executive Session: a. Discussion concerning Franchise Agreements and Contracts:

Mr. Craig Wooten made the motion to go into Executive Session for discuss concerning Franchise Agreements and Contracts with a second from Mr. Jimmy Davis. The committee voted unanimously 3-0 to go into Executive Session.

Mr. Craig Wooten made the motion to come out of Executive Session with a second from Mr. Jimmy Davis. The committee voted unanimously 3-0 to come out of Executive Session with no decisions made or votes taken.

Mr. Ray Graham made the motion the fine money that is assessed from any of the providers is earmarked to the EMS fund upon Ms. Rita Davis discretion and request it will be brought back to Public Safety Committee with a second from Mr. Jimmy Davis. The committee voted unanimously 3-0 to recommend to Full Council.

8. Citizens Comments:

The Committee heard comments from the following citizens:

Mr. Josh Taylor spoke about Anderson County moving in the right direction to fix EMS.

10. Adjourn:

There being no further business, the Public Safety Committee meeting adjourned at 8:58am.

Public Safety Committee

_____, Chairman

_____ Date

**BOARDS, COMMITTEES AND COMMISSIONS
APPLICATION**

Please complete this application in its entirety and return to the address below or by email:
Anderson County Council
c/o Clerk to Council
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org

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

Name: Mathews, Donna P _____
Last, First, Middle Initial

Board(s) and/or committee(s) in which you are interested:

1. Planning Commission Committee _____
2. _____
3. _____

Physical Address and Mailing Address, if different:

_____ Physical
_____ Mailing

Home Phone: _____ Cell Phone _____

Email: _____ Preferred method of contact: Cell Phone _____

County Council District: 2 GED Equivalent: Yes or No

Highest Level of Education: 12th grade High School Grad: Yes or No

College Attended: _____ Degree: _____

Address of College: _____

Employment History:

<u>COMPANY</u>	<u>POSITION</u>	<u>EMPLOYMENT DATES</u>
Toys R Us	Inventory Management Specialist	12/2007-06/2018

Donna P. Mathews
Signature of Applicant

11/09/2020
Date

Recommendation of Council: Gracie Floyd

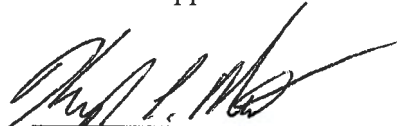
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: 1

Mail/Email to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org

1. Name of entity requesting recreation fund appropriation:
Anderson Five Education Foundation
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
\$4,000
3. The purpose for which the funds are being requested:
To place flags at the grave site of all veterans at Silver Brook Cemetery, New Silver Brook Cemetery and Westview Cemetery prior to Memorial Day. Westside High School and TL Hanna High School ROTC programs will be placing the flags, along with other volunteers secured by the school district. Flags will also be collected after Memorial Day, to be reused.
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
Yes, see attached
5. Contact Person: Kyle Newton
Mailing Address: 400 Pearman Dairy Road
Phone Number: 864-260-5000
Email: kylenewton@anderson5.net
6. Statement as to whether the entity will be providing matching funds:
No matching funds will be provided, but the school district commits to providing the labor for this community project for this upcoming year and all subsequent years.

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

Kyle Newton
Print Name

10-28-2020
Date



State of South Carolina
Office of the Secretary of State
The Honorable Mark Hammond

10/5/2020

Anderson Five Education Foundation
Amy Heard
PO Box 439
Anderson, SC29622

RE: Registration Confirmation

Charity Public ID: P7897

Dear Amy Heard :

This letter confirms that the Secretary of State's Office has received and accepted your Registration, therefore, your charitable organization is in compliance with the registration requirement of the "South Carolina Solicitation of Charitable Funds Act." The registration of your charitable organization will expire on 11/15/2021.

If any of the information on your Registration form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization.

If you have not yet filed your annual financial report or an extension for the annual financial report, the annual financial report is still due 4½ months after the close of your fiscal year.

- Annual financial reports must either be submitted on the Internal Revenue Service Form 990 or 990-EZ or the Secretary of State's Annual Financial Report Form.
- If you wish to extend the filing of that form with us, please submit a written request by email or fax to our office using the contact information below. Failure to submit the annual financial report may result in an administrative fine of up to \$2,000.00.

If you have any questions or concerns, please visit our website at www.sos.sc.gov or contact our office using the contact information below.

Sincerely,

Kimberly S. Wickersham
Director, Division of Public Charities



Anderson County Library System South Carolina

FAITH A. LINE
Director

Dear Mr. Wooten,

Thank you for the opportunity to request funding for the Library's Children's' Courtyard. We have been working all summer to redo it and the pieces we list on the next page will add to the enjoyment of the Courtyard. We have made a list of things we would like to have, but realize that it may not all be funded. We appreciate you considering our request and will work with what you decide.

I have included links for each item so that you can see what we are talking about. Please let me know if you have any questions.

Thank you again,

Faith

Faith A. Line
Library Director
Anderson County Library
300 N. McDuffie Street
Anderson, SC 29621
864-260-4500, ext. 102
fline@andersonlibrary.org

300 North McDuffie Street • Anderson, South Carolina • 29621
phone (864) 260-4500 • fax (864) 260-4510 • andersonlibrary.org

Belton • Honea Path • Iva • Lander Memorial Regional Library (Williamston) • Pendleton • Piedmont • Powdersville
Westside Community Center • Bookmobile

Below are some ideas for the Library's Children's Courtyard. We've just had some work done on the flower beds and perimeter areas of the Courtyard to encourage children to go outside and adding these pieces will make it more inviting.

1. A Story walk that would start inside the Children's Department and lead families into the Courtyard. Pricing - \$2000-\$3000.
 - a. StoryWalk® is a literacy and physical activity tool that engages community members in reading children's books in unique environments. StoryWalk is a series of signs featuring sequential spreads from a children's picture book. Those signs or pages are spread through indoor or outdoor spaces, allowing a reader to follow along with a story by walking. [The StoryWalk® Project](#) was created by Anne Ferguson and developed in cooperation with the Kellogg Hubbard Library and the Vermont Bicycle & Pedestrian Coalition. <http://www.flis.org/wp-content/uploads/2013/03/Storywalk-Kit-Resources.pdf>
2. 3 Flower Chalkboards – Pricing - \$1122
 - a. <https://willygoat.com/products/chalk-board-flowers-one-flower?variant=32621166002273>
3. Butterfly Musical Instrument - \$1,119.99 each or \$3,936.99 for all four
 - a. <https://willygoat.com/collections/park-musical-elements/products/butterflies-musical-outdoor-musical-park-instrument-freenotes-harmony-park?variant=31978753458273>
4. Magna Tiles 48 Ct - Pricing - \$74.50
 - a. <https://www.magnatiles.com/product/magna-tiles-clear-colors-48-piece-deluxe-set/>
5. Tot Town Octo Toss - Pricing - \$975
 - a. <https://willygoat.com/collections/commercial-playground-equipment/products/tot-town-octo-toss>
6. Light Table – Pricing - \$707 (This is an indoor piece that would be popular)
 - a. https://www.schoolsin.com/wdf-991305.html?gclid=EAlaIQobChMI7b3_2pWC7AIVEWyGCh1ycAc0EAQYFiABEgKv fD BwE

StoryWalk	\$	3,100
Chalkboard	\$	1,122
Musical instruments	\$	4,000
Magna Tiles	\$	75
Octo Toss	\$	975
Light Table	\$	707
Total:	\$	9,979

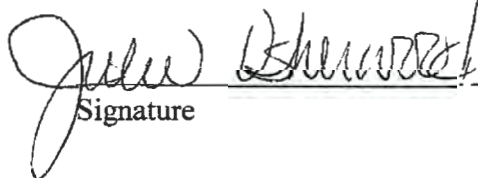
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: 1

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

1. Name of entity requesting recreation fund appropriation: Anderson Area YMCA – Reindeer Run
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): District 1 - \$3500.00
3. The purpose for which the funds are being requested: To market and promote the family friendly road race.
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 attached
5. Contact Person: Julie Usherwood
Mailing Address: Anderson Area YMCA 201 East Reed Road Anderson, SC 29621
Phone Number: 864-716-6271
6. Statement as to whether the entity will be providing matching funds:
There will be no matching funds.

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.

 Julie Usherwood 10/22/20
Signature Print Name Date



State of South Carolina
Office of the Secretary of State
The Honorable Mark Hammond

4/16/2020

YMCA of Anderson, Inc.
Mr. Joe Drennon
201 E. Reed Rd.
Anderson, SC29621

RE: Registration Confirmation

Charity Public ID: P2932

Dear Mr. Joe Drennon :

This letter confirms that the Secretary of State's Office has received and accepted your Registration, therefore, your charitable organization is in compliance with the registration requirement of the "South Carolina Solicitation of Charitable Funds Act." The registration of your charitable organization will expire on 5/15/2021.

If any of the information on your Registration form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization.

If you have not yet filed your annual financial report or an extension for the annual financial report, the annual financial report is still due 4½ months after the close of your fiscal year.

- Annual financial reports must either be submitted on the Internal Revenue Service Form 990 or 990-EZ or the Secretary of State's Annual Financial Report Form.
- If you wish to extend the filing of that form with us, please submit a written request by email or fax to our office using the contact information below. Failure to submit the annual financial report may result in an administrative fine of up to \$2,000.00.

If you have any questions or concerns, please visit our website at www.sos.sc.gov or contact our office using the contact information below.

Sincerely,

Kimberly S. Wickersham
Director, Division of Public Charities

RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 3

Mail/Email to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org

1. Name of entity requesting recreation fund appropriation:
Crescent Elite Shooters
Amount of request (If requesting funds from more than one district, annotate amount from each district):\$1000.00
2. The purpose for which the funds are being requested: To help with fees for our Youth shooting team
3. 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.
4. Contact Person: Kimberly Brown
Mailing Address:1285 Martin Rd Starr, SC. 29684

Phone Number: 864-353-1213

Email: ce.shooters@gmail.com
5. Statement as to whether the entity will be providing matching funds:

No matching funds

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.

Kimberly B Brown _____ /
10-15-2020 _____

RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 4

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

1. Name of entity requesting recreation fund appropriation:

Goats 4 Goodness

2. Amount of request (If requesting funds from more than one district, annotate amount from each district):

\$3000

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

These funds will be used to develop a self-guided educational tour at Split Creek Farm located at 3806 Centerville Road, Anderson, SC 29625.

The COVID-19 pandemic has had serious impacts to the survival of the 40+ year working farm that serves as both an educational and recreational spot for Anderson County residents and travelers along the I85 corridor. Split Creek Farm is a popular destination in Anderson County (currently the #4 "Must See" location social media traveler sites) hosting 1000's of visitors each year in an effort to provide education about goats, agriculture and eco-friendly business operations.

In 2018, Goats 4 Goodness was established to provide better education options for visitors to include interactive activities, special events, and hands on experiences. Unfortunately the COVID-19 pandemic has halted those expansion efforts and required the cancellation of the Farm's annual Spring Means Babies event wherein an average of 1400 people visit the farm in a single day from far beyond Anderson County. In addition, due to dramatically diminished staffing levels resulting from the COVID-19 pandemic, the Farm was forced to cut visitation days back to just Fridays and Saturdays.

Business Entities Online

File, Search, and Retrieve Documents Electronically

Goats 4 Goodness

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 11/02/2018

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: Sandra Coffman

Address: 3806 Centerville Rd
Anderson, South Carolina 29625

Official Documents On File

Filing Type	Filing Date
Articles of Incorporation	11/02/2018
501(c)(3) Attachment	11/02/2018

**RECREATION FUND APPROPRIATIONS
APPLICATION FORM**

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 7

Mail/Email to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org

1. Name of entity requesting recreation fund appropriation: The Cheddar Youth Center

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$5000

3. The purpose for which the funds are being requested: Help support the on-going operations of the Cheddar Youth Center facilities and baseball programs.

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

5. Contact Person: Tony Dickerson
Mailing Address: 317 Azalea Ct.
Phone Number: Williamston, SC 29697
Email: tonyd2590@hotmail.com

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 Anderson County and local community businesses. While it is not financially feasible for us to match this request dollar for dollar, all funding noted earlier goes directly toward the operations of the Youth Center facilities and programs.

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.

<u>Tony Dickerson</u>	/ <u>Tony Dickerson</u>	<u>10/28/20</u>
Signature	Print Name	Date



State of South Carolina
Office of the Secretary of State
The Honorable Mark Hammond

5/23/2020

Cheddar Youth Club
Mr. Tony Dickerson
317 Azalea Ct.
Williamston, SC29697

RE: Registration Confirmation

Charity Public ID: P1947

Dear Mr. Tony Dickerson :

This letter confirms that the Secretary of State's Office has received and accepted your Registration, therefore, your charitable organization is in compliance with the registration requirement of the "South Carolina Solicitation of Charitable Funds Act." The registration of your charitable organization will expire on 5/15/2021.

If any of the information on your Registration form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization.

If you have not yet filed your annual financial report or an extension for the annual financial report, the annual financial report is still due 4½ months after the close of your fiscal year.

- Annual financial reports must either be submitted on the Internal Revenue Service Form 990 or 990-EZ or the Secretary of State's Annual Financial Report Form.
- If you wish to extend the filing of that form with us, please submit a written request by email or fax to our office using the contact information below. Failure to submit the annual financial report may result in an administrative fine of up to \$2,000.00.

If you have any questions or concerns, please visit our website at www.sos.sc.gov or contact our office using the contact information below.

Sincerely,

Kimberly S. Wickersham
Director, Division of Public Charities

RECREATION FUND APPROPRIATIONS
APPLICATION FORM

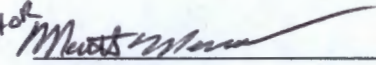
WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: ALL

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

1. Name of entity requesting recreation fund appropriation:
Anchored In His Grace Ministry
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
700.00
3. The purpose for which the funds are being requested:
FOR assistance to provide Christmas meals to the community
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.
5. Contact Person: Matthew Merriwesther
Mailing Address: 1624 Amity Rd Betton
Phone Number: 864-356-7719
Email: AIhgministry316@gmail.com - mmerriwesther4@gmail.com
6. Statement as to whether the entity will be providing matching funds:
no

I certify that the foregoing 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.

Pastor

Signature

Pastor Matthew Merriwesther
Print Name

10-21-20
Date

The State of South Carolina



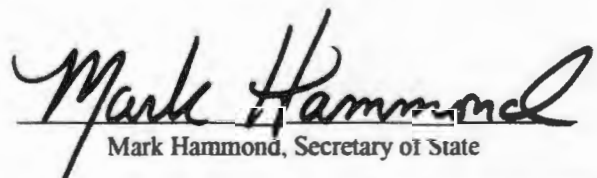
Office of Secretary of State Mark Hammond

Certificate of Existence

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

Anchored in his grace ministry, a nonprofit corporation duly organized under the laws of the State of South Carolina on April 21st, 2020, has as of the date hereof filed as a nonprofit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, and has paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-31-1421, and that the nonprofit corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great Seal
of the State of South Carolina this 22nd
day of April, 2020.


Mark Hammond, Secretary of State

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 05 2020

ANCHORED IN HIS GRACE MINISTRY
1624 AMITY RD
BELTON, SC 29627-0000

Employer Identification Number:
85-0779607
DLN:
26053522003360
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Form 990-PF Required:
Yes
Effective Date of Exemption:
April 21, 2020
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a private foundation within the meaning of Section 509(a).

You're required to file Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation, annually, whether or not you have income or activity during the year. If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PF" in the search bar to view Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 1076

Business Entities Online

File, Search, and Retrieve Documents Electronically

Anchored in his grace ministry

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated South Carolina
State:

Registered Agent

Agent: Stephanie Latrice merriweather

Address: 1624 amity rd
Belton, South Carolina 29627

Important Dates

Effective Date 04/21/2020

:

Expiration N/A
Date:

Term End N/A
Date:

Dissolved N/A
Date:

Official Documents On File

Filing Type	Filing Date
Articles of Incorporation	04/21/2020

**ANDERSON SPORTS CENTER
CONTRACT FOR SPORTS FACILITIES**

3027 MARTIN LUTHER KING JR BLVD. ANDERSON, SC 29625

864-260-4800

MAKE CHECKS PAYABLE TO ANDERSON SPORTS CENTER

Contract due date _____

*Payment due before fields or courts can be reserved

For: Baseball Tennis Soccer Football Other _____

Today's Date _____ Event Date _____

Lessee Anderson Cavaliers

Address _____

Contact Name Kevin Cameron

Phone 314 9181

Special Comments Practices Started 7-13 end Oct 30
\$ 30 @ practice x 61 practices

Total Amount Due \$ 1830 00

Sports Center Leasing Agent AME Event Lessee _____

*Please sign one copy and return with your payment. Keep one copy for your records.

Business Entities Online

File, Search, and Retrieve Documents Electronically

CAVALIER ATHLETIC PROGRAM INC.

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 02/08/2016

:

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: KEITH L. VAN ARSDALE

Address: 159 TULLY DRIVE
ANDERSON, South Carolina 29621

Official Documents On File

Filing Type	Filing Date
Incorporation	02/08/2016

Business Entities Online

File, Search, and Retrieve Documents Electronically

WIDOW'S WATCHMAN MINISTRIES

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

**Incorporated South Carolina
State:**

Registered Agent

Agent: WILLIAM F MAY III

Address: 749 MARTIN RD
HONEA PATH, South Carolina 29654

Important Dates

Effective Date 07/18/2000

:

**Expiration N/A
Date:**

**Term End N/A
Date:**

**Dissolved N/A
Date:**

Official Documents On File

Filing Type	Filing Date
Incorporation	07/18/2000