



**ANDERSON
COUNTY**
SOUTH CAROLINA

**AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING**

March 3, 2020 at 6:30 PM

Historic Courthouse – Council Chambers – Second Floor

Chairman Tommy Dunn, Presiding

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Mr. Jimmy Davis
3. **APPROVAL OF MINUTES:** February 18, 2020
4. **CITIZENS COMMENTS:** Agenda Matters only
5. **UPDATE ON 2020 CENSUS EFFORTS:** Mr. Steve Newton (allotted 5 minutes)
6. **ORDINANCE THIRD READING:**

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

- a. **2019-058:** An ordinance authorizing, pursuant to Title 4 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-71, 4-1-175, and 4-29-68 thereof, and Article VIII, Section 13 of the South Carolina Constitution, the execution and delivery of an Infrastructure Credit Agreement by and between Anderson County, South Carolina and Cheney Mill Owner LLC or assigns, to provide for certain Special Revenue or Infrastructure Credits. (Project Cheney Mill)
PUBLIC HEARING-NO TIME LIMITS Mr. Burriss Nelson (allotted 5 minutes)
 - b. **2020-001:** An ordinance to amend the zoning map to rezone +/- 23.66 acres from R-20 (Single- Family Residential) to R-A (Residential- Agricultural) at 150 Burns Bridge Road. (District 4)
Dr. Jeff Parkey (allotted 5 minutes)
 - c. **2020-002:** An ordinance authorizing the execution of a lease Purchase Agreement in an amount not exceeding \$2,200,000 relating to the leasing and purchasing of software, the execution of necessary documents and closing papers.
PUBLIC HEARING-NO TIME LIMITS Ms. Rita Davis (allotted 5 minutes)
 - d. **2020-003:** An ordinance to amend Section 42-116 of the Anderson County, South Carolina Code of Ordinances so as to amend the definition of maltreatment as that term applies to any animal or pet. **PUBLIC HEARING-NO TIME LIMITS**
Mr. Ray Graham (allotted 5 minutes)
 - e. **2020-004:** An ordinance to amend and agreement for the development of the Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park to include Vermeer Manufacturing, doing business as Vermeer Corporation. (Project Yellow)
PUBLIC HEARING-NO TIME LIMITS Mr. Burriss Nelson (allotted 5 minutes)
7. **ORDINANCE SECOND READING:**
 - a. **2020-005:** An ordinance authorizing the execution and delivery of a Special Source Revenue Credit Agreement by and between Anderson County, South Carolina and [Project Robo], with respect to Special Source Revenue Credit to be applied against Fee in Lieu of Tax payments related to certain investments in the County. (Project Robo)
Mr. Burriss Nelson (allotted 5 minutes)

8. ORDINANCE FIRST READING:

- a. **2020-006:** An ordinance to amend the zoning map to rezone +/- 50.26 acres from R-20 (Single-Family Residential) to R-A (Residential-Agricultural) at 1061 Asbury Park Road, TMS# 045-00-04-009. (District 5) **PUBLIC HEARING-NO TIME LIMITS**
Dr. Jeff Parkey (allotted 5 minutes)

9. RESOLUTIONS:

- a. **R2020-007:** A resolution by the Anderson County Council expressing its support for the Second Amendment Rights.
Mr. Craig Wooten (allotted 5 minutes)

10. PUBLIC SAFETY UPDATE ON DISPATCH:

Mr. Ray Graham (allotted 10 minutes)

11. REPORT FROM PLANNING AND PUBLIC WORKS MEETING HELD WEDNESDAY, FEBRUARY 19, 2020:

3. Update on Recycling and Recyclables
4. Landfill requests to increase capacity by 150,000 tons
5. Discussion of Moratorium and Review of Infrastructure
6. Capital Improvements of 2020
7. New Business
- Chair Ms. M. Cindy Wilson (allotted 15 minutes)

12. EXECUTIVE SESSION:

- a. Legal Advice involving contractual matter related to Civic Center.

13. APPOINTMENTS: none

14. REQUESTS BY COUNCIL:

VMD Scholarship Fund/ Crappie USA - All Districts

15. ADMINISTRATORS REPORT:

(allotted 2 minutes)

16. CITIZENS COMMENTS:

17. REMARKS FROM COUNCIL:

18. 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
SPECIAL PRESENTATION MEETING
FEBRUARY 18, 2020

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
RAY GRAHAM
BRETT SANDERS
CRAIG WOOTEN
CINDY WILSON
JIMMY DAVIS

ALSO PRESENT:
RUSTY BURNS
LACEY CROEGAERT

1 TOMMY DUNN: At this time I'd like to
2 call the Anderson County meeting of February 18th for
3 our special presentation meeting to order. I'd like to
4 welcome each and every one of you here. Thank y'all
5 for being here tonight. We're going to start our first
6 thing, be 2(a) resolution/proclamation; be R2020-005,
7 Ms. Cindy Wilson. Ms. Wilson.

8 CINDY WILSON: Thank you, Mr. Chairman.
9 Mr. Ray Graham, District 3, and I are blessed to share
10 School District 2, and so we're honored to put forth
11 this resolution.

12 **THIS IS A RESOLUTION TO HONOR AND RECOGNIZE THE BELTON-**
13 **HONEA PATH VARSITY CHEERLEADERS AS THE 2019 SOUTH**
14 **CAROLINA STATE 4A COMPETITIVE CHEER CHAMPIONS; AND OTHER**
15 **MATTERS RELATED THERETO.**

16 **Whereas**, through hard work, dedication, teamwork, and
17 precise attention to detail, under the leadership of
18 Head Coach Stephanie Cooley Hughes and assistant
19 coaches Missy Krieger and Bradley Black, the BHP
20 Varsity Cheerleaders competed in an undefeated season
21 for the first time in school history; and,

22 **Whereas**, on November 12, 2019 the BHP cheerleaders
23 traveled to Brookland-Cayce High School to compete in
24 the Upper State and Regional Cheer Championships.
25 During the competition the team scored 320 points
26 receiving the title of Region I and Upper State
27 Championships and qualifying them for a chance to
28 compete in the State Cheer Championships; and,

29 **Whereas**, on Saturday November 23, 2019, the BHP
30 cheerleaders traveled to the Colonial Life Arena in
31 Columbia, South Carolina to compete in the South
32 Carolina State Cheer Championships. The team
33 demonstrated detailed routines that displayed the
34 team's cohesiveness, thus outperforming their
35 competition with a winning score of 326, earning the
36 recognition as 2019 South Carolina State 4A Competitive
37 Cheer Champions; and,

38 **Whereas**, the Anderson County Council wishes to commend
39 the Belton-Honea Path Varsity Cheerleaders for being
40 outstanding ambassadors, reflecting true pride to their
41 community and setting an example for their peers to
42 emulate. We are extremely proud of the team winning
43 the 2019 4A South Carolina State Competitive
44 Cheerleading Championship. We would like to wish each
45 of you great success in all your future endeavors.

46 **RESOLVED** in a meeting duly assembled this 18th day
47 of February, 2020.

48 And may I put that in the form of a motion?

49 TOMMY DUNN: We have a motion by Ms.
50 Wilson. Have a second? Mr. Sanders. Further

1 discussion?

2 I know full council echoes what Ms. Wilson said.
3 Appreciate the job the young people do at their high
4 school. Anyone else have anything? Hearing none, all
5 in favor of the motion show of hands. All opposed like
6 sign. Show the motion carries unanimously.

7 CINDY WILSON: And if I may have my
8 fellow council members down and all of the team and
9 their coaches.

10 **APPLAUSE**

11 **PRESENTATION OF RESOLUTION**

12 FEMALE: We just thank you a lot
13 and thank you for honoring us on our great
14 accomplishment. Thank you for having us.

15 **APPLAUSE**

16 TOMMY DUNN: We're going to be moving
17 on now to item 2(b), R2020-006, Councilman Davis.

18 JIMMY DAVIS: Thank you, Mr. Chair.

19 **THIS IS A RESOLUTION TO HONOR AND RECOGNIZE THE**
20 **POWDERSVILLE PATRIOTS VOLLEYBALL TEAM AS THE 2019 3A**
21 **REGIONAL VOLLEYBALL CHAMPIONS AND AS THE 2019 SOUTH**
22 **CAROLINA STATE 3A VOLLEYBALL CHAMPIONS; AND OTHER**
23 **MATTERS RELATED THERETO.**

24 **Whereas**, the Lady Patriots began practicing and
25 preparing for the 2019 Volleyball season in April. The
26 team finished the season with a 10-0 record in regional
27 play and an overall record of 20-1; and,

28 **Whereas**, on November 4, 2019, the Lady Patriots played
29 in the Class 3A Upper State Championships against the
30 Chapman Panthers at Powdersville High School. The
31 Patriots defeated the Panthers with a winning score of
32 3-1, earning the title of 2019 3A Regional Champions;
33 and,

34 **Whereas**, on Saturday, November 9, 2019, the Lady
35 Patriots traveled to River Bluff High School in
36 Columbia, South Carolina to compete in the 2019 SCHSL
37 Volleyball State Championships against the Gilbert
38 Indians. The Patriots defeated the Indians with a
39 winning score of 3-0 earning the title of 2019 South
40 Carolina 3A State Volleyball Champions; and,

41 **Whereas**, as a result of their exceptional performance
42 during the 2019 Volleyball season, Olivia Knutson,
43 Alexis Albright and Reagan Davis were selected as 2019
44 All-Region players; Alexis Albright and Savannah
45 Roberts were selected as 2019 All-State players; and
46 Alexis Albright was chosen as the 3A player of the
47 year; and,

48 **Whereas**, the Anderson County Council wishes to commend
49 the Powdersville Patriots Volleyball team for being
50 outstanding ambassadors, reflecting true pride to their

1 community. We are extremely proud of the team winning
2 the 2019 South Carolina 3A State Volleyball
3 Championship. We are proud of all of your achievements
4 and wish you great success in all of your future
5 endeavors.

6 **RESOLVED** in a meeting duly assembled this 18th day
7 of February, 2020.

8 Mr. Chair, I make that in the form of a motion.

9 TOMMY DUNN: Have a motion by
10 Councilman Davis. Have a second? Second by Ms.
11 Wilson. Any discussion?

12 JIMMY DAVIS: Mr. Chair?

13 TOMMY DUNN: Mr. Davis.

14 JIMMY DAVIS: I just want to say how
15 proud we are of you as a county, especially in Council
16 District 6. I remember when they build Powdersville
17 High School. I'm a Wren graduate, but I'm so proud of
18 you. I'm just thrilled to have you here tonight and we
19 invite you back any time for an exciting night of
20 county council. But we are so proud of you. I know
21 School District 1 and those folks are proud of you, as
22 well. We wish you all the best. And I pray God's
23 blessings upon all you in all that you do. And go win
24 us another one. Thank you. Thank you, Mr. Chair.

25 TOMMY DUNN: Thank you, Mr. Davis.
26 Anyone else?

27 I'd just like to echo Mr. Davis's sentiments for
28 the whole council. You make Anderson County proud.
29 Appreciate great young people like you, Anderson will
30 continue to thrive and we appreciate what all you do
31 for your community.

32 If no more discussion, all in favor of the vote.
33 Show the motion carries unanimously. Mr. Davis.

34 JIMMY DAVIS: Mr. Chair, I would have
35 my fellow council folks come down and the Powdersville
36 Patriots come forward.

37 **APPLAUSE**

38 **PRESENTATION OF RESOLUTION**

39 JIMMY DAVIS: Coach, I'd like to
40 present you with a copy of the Resolution I just read.
41 We're so proud of y'all. If you want to say a few
42 words.

43 COACH: Yes, I thank y'all for
44 having us. Super excited. A lot of the girls actually
45 got stuck in traffic on 85, so there's not only five of
46 them. There's twelve of them. But thank you for
47 having us. Like I said, it was a great season. We
48 have great fans, great community support. If you want
49 to come watch an awesome team play, you should come to
50 Powdersville next year for a great game. So thank you.

APPLAUSE

1
2 TOMMY DUNN: We'll be moving on now to
3 item number 2(c), proclamation, proclaiming February
4 2020 as Black History Month from all council members.
5 Councilman Wooten has been gracious enough to introduce
6 this. Councilman Wooten.

7 CINDY WILSON: Thank you, sir. This is
8 a proclamation designating February 2020 as Black
9 History Month in Anderson County.

10 **WHEREAS**, Black History Month, observed in February of
11 each year, honors, affirms, and emphasizes the
12 significance of Black history and the many
13 contributions of African Americans to American life,
14 society, and culture, as we know it; and

15 **WHEREAS**, Black History Month provides an opportunity
16 for all Americans to reflect on the rich history and
17 achievements of people of African descent; and

18 **WHEREAS**, the Anderson County Human Relations Council,
19 the local NAACP chapter, the local African-American
20 Churches, and many individuals throughout Anderson
21 County foster civic, economic, and educational programs
22 that bear witness to the progress, beauty, and
23 achievements of African Americans in Anderson County;
24 and

25 **WHEREAS**, the Anderson County Council sets aside this
26 special time to acknowledge African Americans in
27 Anderson County past and present;

28 **NOW, THEREFORE**, the Anderson County Council does
29 hereby proclaim the month of **February 2020** as **BLACK**
30 **HISTORY MONTH** in Anderson County, encouraging all
31 residents to recognize the importance of black history
32 throughout our county, participating in countywide
33 activities that promote unity for the betterment of our
34 communities, celebrating the diversity and character of
35 our community, and highlighting the importance of
36 sharing our culture and customs as the County observes
37 and commemorates Black History Month.

38 **PROCLAIMED** this 18th day of February, 2020.

39 Mr. Chairman, I put that in the form of a motion.

40 TOMMY DUNN: Thank you, Mr. Wooten.
41 Any more discussion? Second Ms. Wilson. Any more
42 discussion? Hearing and seeing none, all in favor of
43 the motion show of hands. Show the motion carries
44 unanimously.

45 Thank y'all. This will conclude this part of our
46 meeting. We'll reconvene back here at 6:30 for the
47 start of our regular council meeting.

48

49 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:15 P.M.)**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
FEBRUARY 18, 2020

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT

1 TOMMY DUNN: At this time I'd like to
2 call the regular Anderson County Council meeting of
3 February 18th to order. I'd like to welcome each and
4 every one of you here. Thank y'all for being here
5 tonight. We'll get started. At this time we want to
6 recognize Chairman Graham. Mr. Graham.
7 RAY GRAHAM: Thank you, Mr. Chairman.
8 I just want to recognize the Mayor of Belton, Mayor
9 Ownbey. Appreciate you being here tonight. One of the
10 conflicts is a lot of times they meet the same time we
11 do, so we don't always get to share each other's
12 meetings. But definitely a pleasure having you here
13 tonight. Let us know if there's anything we can do for
14 your guys in Belton.
15 TOMMY DUNN: Thank you, Mr. Graham.
16 And welcome, Mayor. Yes, ma'am.
17 GRACIE FLOYD: The Mayor of Williamston,
18 would you please stand up? Good.
19 TOMMY DUNN: Nice to have you here.
20 Appreciate you.
21 **APPLAUSE**
22 GRACIE FLOYD: Would you believe I
23 intended to say, Council member. I know you don't want
24 to be the mayor, but anyway we're just happy to have
25 you here with us tonight. Please come back to visit us
26 again. Thank you.
27 TOMMY DUNN: Anyone else? Thank all of
28 y'all for being here. Hope to see y'all again.
29 At this time I'd like us all to rise for invocation
30 and pledge of allegiance; Councilman Sanders, please.
31 **INVOCATION AND PLEDGE OF ALLEGIANCE BY BRETT SANDERS**
32 TOMMY DUNN: At this time are there
33 corrections or changes to be made to the January 21st
34 minutes of 2020?
35 CINDY WILSON: May I, Mr. Chairman?
36 TOMMY DUNN: Ms. Wilson.
37 CINDY WILSON: The only thing that I
38 noted was wherever the name Derrick Singleton appears,
39 it was not spelled correctly. This is a little
40 different spelling.
41 TOMMY DUNN: The last name or both?
42 CINDY WILSON: Just the first name,
43 Derrick.
44 TOMMY DUNN: Anyone else?
45 GRACIE FLOYD: Mr. Chairman.
46 TOMMY DUNN: Yes, ma'am.
47 GRACIE FLOYD: Still there are problems
48 with something here. On page two of the minutes, Mr.
49 Chairman, under Tommy Dunn, it says Mr. Burns, mic
50 cutting out. And it says, us three being together, us

1 three being together, wouldn't that -- and the mic cuts
2 out again. This what she wrote. Okay. And on the
3 same page, Ms. Wilson, she says usage of the capacity
4 to existing -- exiting capacity right now. That
5 doesn't make any sense. And she says that, as well,
6 that doesn't make any sense. And on page two again,
7 she said something like -- she wrote, but she got me
8 there verbatim. And I don't understand that. I don't
9 understand what that means. Also, let me see what page
10 we go to next. Is there any other page? Well,
11 whatever -- well, it's on page fifteen. It says you've
12 got to talk in that mic. This is where we're losing
13 our minutes -- I mean our agenda is getting lost. Uh-
14 uh, it says, you've got to talk in that mic. This is
15 where we are losing our minutes. And also on line
16 thirty-nine, that's fine because I'm trying to
17 understand something here and it means I have to look
18 you. But it goes on, no, it don't have to, but it
19 should have been for information. I thought everybody
20 got it in their box. But anyway. And it ends there.
21 And those are the ones that I found. That was it.
22 Thank you.

23 TOMMY DUNN: Anything else? Do we have
24 a motion to accept the minutes with the correction of
25 Mr. Singleton's name change? Ms. Wilson makes that
26 motion. Do we have a second?

27 JIMMY DAVIS: Second.

28 TOMMY DUNN: Second Mr. Davis. All in
29 favor of the motion show of hands. Opposed like sign.
30 Show the motion carries unanimously.

31 Moving on to the February approval. Are there any
32 corrections to be made to the February 4, 2020 meeting?
33 Hearing none, do we have a motion to move forward?

34 CINDY WILSON: So moved.

35 TOMMY DUNN: Motion Ms. Wilson. Do we
36 have a second?

37 BRETT SANDERS: Second.

38 TOMMY DUNN: Second Mr. Sanders. All
39 in favor of the motion show of hands. All opposed like
40 sign. Show the motion carries unanimously.

41 Moving on to item number 4, citizens comments. If
42 you signed up, this is for comments on agenda items
43 only. You have three minutes. If you would, please,
44 state your name and district you live in and address
45 the chair, please. When Mr. Harmon calls your name,
46 please step forward. Mr. Harmon.

47 LEON HARMON: Mr. Chairman, first
48 speaker is James Allen.

49 JAMES ALLEN: Yeah, my name is James
50 Allen. It's on that gun. I go to the same church.

1 I'm not going to mention the church because there's
2 been a bad approach on it already. But I go to church
3 there; been going there since I was twenty years old.
4 Never thought about carrying a gun in our church. In
5 the last year it got real bad and then last month two
6 killings right in front of our church. We do have
7 people carrying concealed weapons in our church. Only
8 the ones that can carry concealed weapons that went
9 through the proper training. And recently two deaths,
10 shootings, right in front of our church. Last week we
11 had two bullets that come through our front door of our
12 church. The church service wasn't going on at the
13 time; went straight through our front door of our
14 church. Not counting the fellowship hall being shot,
15 awnings been shot.

16 And we do this now to protect our children. I'm at
17 the age now I'm ready to meet my Lord, but we've got
18 children that's not quite that ready. I wish everybody
19 in the world would have that In God We Trust in our
20 heart so we wouldn't have to carry concealed weapons.
21 But we don't. We don't.

22 So I'd like you to really consider this. It's not
23 something we want to do, but it's something we have to
24 do now. And I really wanted to bring this up that it's
25 just a danger alone in our church. We love everybody.
26 We wish everybody loved us. That's all I wanted to
27 say.

28 TOMMY DUNN: Thank you, sir. Next, Mr.
29 Harmon.

30 **APPLAUSE**

31 LEON HARMON: Mr. Chairman, next
32 speaker is Mike Manley.

33 MIKE MANLEY: Good evening. My name is
34 Mike Manley. I live at 1158 Cartee Road. I live in
35 District 4, Mr. Sanders' district. And here to speak
36 tonight about a rezoning request that was made about
37 six months ago now.

38 The neighbors and Richard Bennett, who I think is
39 going to speak a little bit later, have been working
40 very hard on trying to come to some kind of compromise
41 as far as how we might approach this. And I think
42 we've probably come up with a good plan as far as the
43 approximately ten acres. We're looking at having some
44 restrictive covenants put on it. I think our major
45 concern, or my major concern at this point in time,
46 just remains how the county would react to enforcing
47 that.

48 There is -- like I say the paperwork has been
49 filled out as far as that. So I would be interested
50 because I know Mr. Sanders has to recuse himself once

1 we start talking about the agenda items. So he's not
2 able to ask that question. I would appreciate one of
3 the other council members, though, asking the county
4 whether or not they would take any role in enforcing
5 that restrictive covenant. Thank you very much.

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

8 LEON HARMON: Next speaker is Rich
9 Bennett.

10 RICHARD BENNETT: District 4, 307 Compass
11 Point. I'll speak, as well, on the Cartee Road. As
12 Mr. Manley spoke, we have been working on it for quite
13 a while. We've tried to come to a compromise. I think
14 it's been good for both sides. We signed the
15 restrictive covenants. And I think it's been a
16 win/win. Hopefully (inaudible) as far as county
17 enforcement, I don't know the answer how it would move
18 forward. (Inaudible) for everybody's benefit. Thank
19 you.

20 TOMMY DUNN: Thank you. Next, Mr.
21 Harmon.

22 LEON HARMON: Next speaker is Michael
23 Thompson.

24 MICHAEL THOMPSON: Mr. Chairman, council, my
25 name is Michael Thompson. I live at 1166 Cartee Road.
26 I'm here to speak about the rezoning on the property on
27 Cartee Road as the two gentlemen have previously spoke
28 about. The reason I'm speaking is because I was pretty
29 adamant the first meeting or so about this rezoning,
30 you know, opposition to it. But we have since had a
31 couple of meetings with Mr. Bennett, with the people of
32 our neighborhood and we have worked out a great plan, I
33 think, that satisfies everyone involved.

34 Now, we have a small group here today. We're
35 representing fifty -- approximately fifty families that
36 live off of Cartee Road. And as you know, that enters
37 on and off of the exit from I-85, so it's a pretty
38 dangerous traffic situation. One of our concerns was
39 the amount of traffic that might be generated by making
40 this a commercial property. But what we've agreed to,
41 and I think you all have a copy of a deed restriction
42 Mr. Bennett's lawyer put together, and a couple of us
43 have been allowed to review that and actually make
44 changes to it. And basically, not to spend a lot of
45 time on it, but what's been done was a deed restriction
46 was put in place by Mr. Bennett that not only puts a
47 barrier, a tree barrier if you will, a natural zone,
48 thirty feet along the -- between this piece of property
49 and the highway that we all travel on. And then that's
50 on the first 2.6 acres and then the rest of it on up to

1 the boundary line is going to have a twenty-foot wide
2 natural barrier. He has restricted this piece of
3 property to have only one highway -- one access onto
4 Cartee Road. And also the closest 2.63 acres to our
5 property is being restricted to a water retention pond
6 area. No other construction can be done on it.

7 So I just want to say on behalf of myself, we have
8 tried to get our neighbors together to deal with this,
9 and the meetings we had some people turn out. I
10 prepared a sign and put on that property right beside
11 the road so that everybody that's affected that's come
12 out for the last two days could see that sign and know
13 about this meeting. We don't have an association, so
14 I'm not speaking for anyone other than myself. But I
15 would withdraw my concerns from you guys approving this
16 rezoning. I think Mr. Bennett has done everything that
17 we had hoped that he would without limiting his right
18 to rezone the property ---

19 LEON HARMON: Time, Mr. Chairman.

20 MICHAEL THOMPSON: --- for commercial
21 purposes. And I'm in favor of allowing that to
22 proceed.

23 TOMMY DUNN: Thank you, sir. Mr.
24 Harmon.

25 LEON HARMON: Mr. Chairman, next
26 speaker is Elizabeth Fant.

27 ELIZABETH FANT: ... full house here.
28 Just a matter of record, when the gavel was pushed
29 tonight, it was only 6:29, so I did not actually get my
30 signature on the sheet, but I am speaking at the
31 beginning and the end.

32 It's kind of ambiguous when we have more than one
33 sets of minutes. When you say page so and so, Ms.
34 Floyd, or whoever, we don't know which set of minutes
35 that you were talking about. There were two sets of
36 minutes and I had to scramble to find what you had
37 said. However, the microphone thing, we've really got
38 to nail that down. You guys and ladies need to speak
39 into the microphones. You need to pull it down in
40 front of you and speak into it and not turn to somebody
41 else to speak, because that's when we lose you. And
42 Ms. Floyd, there are places in here where we can't see
43 what you said because of that reason.

44 I want to talk about the sheriff's report. The
45 sheriff has added a few categories on the report. And
46 I'm really liking what I have to see. At the bottom he
47 talks about extra patrols in the areas of Pickens Road
48 and Hamlin Road for Brett Sanders. I have noticed that
49 up there a marked amount of crime is being cut because
50 they're stopping people to see if they've got stolen

1 goods on their trucks and whatever. It works.
2 Stopping people who look suspicious works.

3 We also have stopping the traffic on 86 in Piedmont
4 for Jimmy Davis. That's also a hot spot. And for Ms.
5 Wilson also on Big Creek Road with litter. This is
6 excellent. The sheriff's report gets better every
7 time.

8 Also, you've got a category about courthouse; how
9 many juveniles transported, how many bench warrants,
10 how many family court cases in a month. Six hundred
11 and seventy-four. What is going on with our families.

12 Anyway, for those of you that don't get this, you
13 ought to really get a copy of it because it tells you a
14 real good snapshot about what's going on in the county,
15 where the crime is. And the gentleman who already got
16 up to speak, it's a question or something that you all
17 are going to have to take under consideration because
18 people need to be able to carry their weapons to
19 protect themselves. That's the bottom line.

20 **APPLAUSE**

21 TOMMY DUNN: Mr. Harmon.

22 LEON HARMON: Mr. Chairman, no one else
23 signed up to speak.

24 TOMMY DUNN: Thank you, Mr. Harmon.

25 Moving on now to item number 5, presentation from
26 South Carolina Youth Challenge Academy, Stephen
27 Johnson. Mr. Johnson.

28 STEPHEN JOHNSON: Mr. Chairman, chair
29 members, I appreciate you having me here. My name is
30 Mr. Johnson. I'm a recruiter with the South Carolina
31 Youth Challenge Academy. We're located at the backside
32 of Fort Jackson in the Leesburg Road area. We are a
33 five and a half month residential program for at-risk
34 youth between the ages of sixteen and eighteen. It's
35 for kids that have either dropped out of school or been
36 expelled or just having disciplinary problems or just
37 want a more regimented, structured, controlled
38 environment versus the normal school system.

39 So we're not in competition with the school system.
40 We're actually an alternative to the alternative
41 because we know every county has their alternative
42 school system. We give every kid maximum opportunity
43 to excel in the education system. However, there are
44 other issues or behavior problems or whatever going on
45 with that young person's life, so we have this program
46 to offer them.

47 So it's five and a half months residential. First
48 two weeks is very structured, very controlled, where
49 they learn the rules and regulations and what they have
50 to do while they're there in the academy. And then the

1 remaining five months is where they're pursuing their
2 GED, academic excellence through the GED, and also
3 learning critical life coping skills. And they also
4 receive additional job skills training. They receive
5 training on physical fitness, health and hygiene,
6 responsible citizenship.

7 There's eight core components. I have a brochure
8 up here you can get before you learn today. And I've
9 given one to every council member, as well.

10 The thing that I wanted to emphasize to everyone is
11 just what y'all are saying. We had some of you up to
12 talk about guns, the need for guns. We had people get
13 up and talk about the crime rate in your county. The
14 young people that I'm talking about, we have at least
15 fourteen young people this year only, just this year,
16 and we've been doing this since the nineties, from
17 Anderson County. That's not a bad thing. That's a
18 good thing. Almost all of those young people that came
19 through our program were total successes and went back
20 to their counties and become more productive, positive
21 and family members, students and citizens within a
22 community.

23 So the point I'm getting at is these young people
24 are what we're talking about. They are our future.
25 They are our replacements. We can all talk about
26 what's not going right, but we're not going to be in a
27 situation where we can control that forever. We have
28 to train our replacements. If you have kids that you
29 don't know where they're at right now, but you're in
30 here asking about policies and procedures, rules and
31 regulations and what we should do -- I'm not trying to
32 lecture, I'm just saying -- you're not always going to
33 be in control of that. So you need to be working on
34 your future. If you don't know where your children are
35 at, it's something to think about.

36 Okay. And then the crime rate, if you are a young
37 person with one of those people that was incarcerated
38 or carted away, we need to look at that. So all I'm
39 trying to get at is, there is light at the end of the
40 tunnel, but we all just have to take action. We're
41 taking action on other issues; admirable. But you have
42 to take action on your future. The future is,
43 hopefully, these things won't be as necessary because
44 we've taught responsible citizenship. We've led by
45 example. We've prepared our replacements to carry on
46 what we have worked so hard for.

47 Okay. Don't get me preaching. But the program is
48 available. It's five and a half months long. Now when
49 the kids graduate from us, and it's males and females
50 between sixteen and eighteen -- we'll take them when

1 they're fifteen if they're going to turn sixteen while
2 they're with us -- but when they graduate from us they
3 usually go on to college or they go on to vocational
4 technical schools or they go into the military. We
5 have an average of about nine or ten kids per cycle.
6 We do two classes a year. So each graduation is about
7 a hundred kids. About nine or ten of those go in the
8 military. And so the point is, they leave us hopefully
9 to go on and do bigger and better things. And then
10 they go back to their community. They go right back to
11 where they came from. So if we didn't do anything
12 before they got there, we need to be prepared to
13 receive them when they get back to help them continue
14 their success.

15 I'd like to thank everybody for letting me have the
16 few minutes that I had here. But I can't emphasize
17 enough -- a lot of people aren't aware of the program
18 until they absolutely, desperately need it. They need
19 to be aware of it. We need mentors. We need
20 volunteers where we take young people from all over the
21 whole state. There's forty-three of these across the
22 whole United States in thirty-seven different states.
23 Some states have two and three programs. So there is a
24 necessity for it. There is a need for it. Colin
25 Powell, back in May of '81, warned everyone that we
26 would have waves of gangs across the United States.
27 When he the million man march, he said, we need
28 mentors. We need leadership, guidance and direction.
29 And now here we are. He's not a fortune teller. He's
30 a person with leadership, guidance and direction and
31 enough forethought to know that he needed to train his
32 replacements because he was a general and thought like
33 a general. But we don't need to think like generals.
34 We have to think like leaders.

35 So the program is available. If you have any
36 questions I'll be available back in the lobby when you
37 get done. Thank you very much.

38 **APPLAUSE**

39 CINDY WILSON: May I? Mr. Chairman, I
40 have a question. Mr. Johnson, two quick questions.
41 Number one, how do young people get into your program?
42 Do they have to be nominated or what have you? And who
43 finances the program?

44 STEPHEN JOHNSON: Yes, ma'am. Thank you for
45 those questions. The financing is done through the
46 National Guard Bureau at the Washington, D.C. level.
47 We receive seventy-five percent federal funding and
48 twenty-five percent state and local funding. We also,
49 naturally, would take donations. We have a foundation.
50 We have a website, it's www.scyouthchallenge.com. Or

1 you can just google Youth Challenge; it'll come up.
2 And then an application is actually online. You can
3 apply online.

4 Now, the people that get referred to us, they get
5 referred to us by law enforcement, kids that are minor
6 offenders that want to make a change in life. They
7 can't be felons. They have to be between sixteen and
8 eighteen. We get referrals from schools; we get
9 referrals from parents; we get self-referrals. So the
10 kids that come to us are from all different walks-of-
11 life with all different reasons for being there. But
12 once they get there, they're a candidate that wants to
13 become a cadet, that wants to become a more positive
14 family member, citizen. I hope I answered your
15 questions.

16 TOMMY DUNN: I think you did.
17 Appreciate it. Thank you a lot.

18 STEPHEN JOHNSON: Thank you.

19 TOMMY DUNN: Moving on to item number
20 6, be a presentation South Carolina Carry, Mr. Jones.
21 Mr. Jones.

22 RANDY JONES: Thank you for having me
23 tonight. My name is Randy Jones. I'm the Anderson
24 County leader for South Carolina Carry in Zone 3. I
25 also reside in Ms. Wilson's District 7. So I'm here to
26 speak both for me personally, as well.

27 First of all, South Carolina Carry is a non-profit
28 501(c)(4) corporation operating within South Carolina.
29 Our mission is dedicated to promoting appreciation and
30 respect for the basic liberties guaranteed by the Bill
31 of Rights, and most importantly, the Second Amendment,
32 which we believe protects all the other rights. The
33 Second Amendment does not grant us rights, but protects
34 our God-given rights from a tyrannical government.
35 This is a critical truth about our Constitution that
36 many just don't understand.

37 The Second Amendment is under attack. I wish I
38 could sit down with each one of you on the council and
39 share all I understand about where we are in the fight
40 for the Second Amendment, but I don't have four or five
41 hours to do that. I am working hard, though, to make
42 sure that those I come in contact with get to hear the
43 other side, as this is rarely ever presented to the
44 average person. We often hear that we need more gun
45 debate. But the truth is, gun ban supporters don't
46 want that because the facts are not on their side. I
47 want to be a source of information for you when you
48 need to know more about the whole picture as it relates
49 to gun issues. The issues are typically very hot
50 issues; often very difficult to discuss in a manner

1 that actually explores the whole subject. But I
2 welcome the opportunity to sit down with each one of
3 you to answer any questions you may have or as a group
4 to help in educating others on the facts relating to
5 gun safety. I could also get other excellent resources
6 from our group to come with me with deal with more
7 specific concerns.

8 Most of us are bombarded with information about the
9 dangers of guns; handgun owners almost every day from
10 the mainstream news media. This is a result of a major
11 misinformation campaign that I hope South Carolina
12 Carry can help correct. The facts are guns save lives.
13 This is supported by studies by the CDC. It's also
14 demonstrated by our law enforcement people every day
15 they go to work. Their guns, along with the other
16 tools that they carry with them, are the best defense
17 tools in protecting their life as well as others
18 against evil people.

19 There's never been a time in our country when the
20 support for the second amendment has become under
21 attack as it is today. Michael Bloomberg is funding
22 gun ban groups like Moms Demand Action, Every Town for
23 Gun Safety with tens of millions of dollars each year.
24 Their goal is to ban all guns from everyday citizens
25 like you and me, but not from the really important
26 people like themselves and the full time security
27 people that surround them at all times. The elite
28 people pushing this agenda feel they are just worth
29 more to society than the rest of us; the rest of us
30 average American people. That's very sad but true.

31 The Supreme Court has ruled several times to
32 protect the Second Amendment from being infringed upon
33 by local and state governments. But many liberal
34 courts have refused to uphold this ruling, which has
35 fueled the rampant attack we're seeing in many states
36 today. It's time for the Supreme Court to stop these
37 lower courts from projecting their views and beliefs
38 that allow these rights to be taken away.

39 People across the nation are now standing up and
40 doing everything possible to raise awareness of this
41 and to work with their local governing bodies and law
42 enforcement to stop outsiders from coming in and trying
43 to take away these basic rights.

44 Law abiding citizens in state like Illinois have
45 been pushing for more and more gun control laws, but
46 they have started taking steps to prevent these
47 infringements from being forced on them in their local
48 counties and municipalities. This movement has swept
49 across Virginia after the Democratic party gained
50 control of both houses and the governor's office and

1 announced their intent on passing some of the most
2 restrictive gun laws ever in that state.

3 Many other states are also going through similar
4 efforts and this has now ignited like a wildfire in
5 South Carolina. If you look at this screen map, it's a
6 little bit outdated, but you can see that there's a lot
7 of states like Illinois, Virginia and especially states
8 in the mid-west area that have all taken steps to
9 become Second Amendment sanctuaries. In Virginia, if
10 you look at this map, you'll see that there's just
11 three red spots on this map where the sanctuary
12 ordinances have been declined. But most of the state
13 is all green and have done a lot to make sure that
14 they're going to protect their Second Amendment rights.

15 In South Carolina we have three counties that have
16 already passed Second Amendment resolutions. We've got
17 several that are highlighted in orange here that are
18 now taking steps to try to create that movement in
19 those states -- in those counties, so we're -- of
20 course, Anderson County is one of the ones that we're
21 hopeful we'll be able to move forward with that, as
22 well.

23 South Carolina Carry would like to help in getting
24 this passed in Anderson County. We have submitted a
25 draft ordinance to the council to consider and pass for
26 the citizens of Anderson County. Thousands of
27 concerned citizens that you represent have already
28 signed petitions in support of this proposed ordinance.
29 These were obtained just in the past week to two weeks,
30 so we're confident we'll have many more by the time
31 that this proposed ordinance gets on the agenda for its
32 first reading.

33 The Second Amendment is the cornerstone of the
34 freedoms protected under the great Constitution of the
35 United States. This is the very same Constitution that
36 our military, law enforcement officers, and the people
37 who work for our government to represent us, the people
38 of this county, state and country, have sworn to
39 uphold. We expect to have your support in moving
40 forward with this ordinance for Anderson County and the
41 support efforts should our state consider a statewide
42 sanctuary status effort.

43 Please don't let this be taken away from us, a well
44 regulated militia being necessary to the security of a
45 free state, the right of the people to keep and bear
46 arms shall not be infringed.

47 We have 2020 elections coming up and South Carolina
48 Carry will be working diligently to educate the voters
49 in South Carolina about those candidate positions,
50 where they stand on the Second Amendment issues that we

1 value so dearly. Our group is growing rapidly and this
2 Second Amendment sanctuary movement has awakened a
3 large group of South Carolina voters. These voters are
4 standing up for their Second Amendment rights and we
5 fully expect to see sweeping changes as we work to put
6 the strongest 2A candidates into office this year.

7 I appreciate you listening to us tonight, and I
8 would just like -- I know there's a lot of people here
9 that have come tonight to be in support of that. So if
10 you're here to support the Second Amendment rights and
11 maybe you're wearing an orange sticker, if you wouldn't
12 mind standing up just so that people can see that.

13 **APPLAUSE**

14 RANDY JONES: Thank you very much.

15 TOMMY DUNN: We'll be moving on now to
16 item number 7(a), ordinance third reading, first will
17 be 2019-032, an ordinance to amend the zoning map to
18 rezone plus or minus 9.75 acres from R-20, single
19 family residential, to C-2, highway commercial, at
20 Cartee Road and I-85 in District 4. Mr. Sanders is
21 going to recuse himself. Thank you, Mr. Sanders.

22 BRETT SANDERS: Can I say something first?

23 TOMMY DUNN: Yes, sir.

24 BRETT SANDERS: I'd just like to say that
25 I'm excited to see developers and people in the
26 community work together. It shouldn't always be a
27 council's decision. And I just want to applaud you
28 guys on that, and I appreciate all your hard work.
29 Thank you.

30 TOMMY DUNN: Thank you, Mr. Sanders.
31 Mr. Sanders. Get his, Jimmy, if you don't mind. Would
32 you just state the reason why you're recusing yourself.

33 BRETT SANDERS: Yeah, the reason why I'm
34 recusing is one of my accountants is, I think, part of
35 the investors in that development. He's also a
36 contributor to my campaign. So I don't feel it would
37 be in my best interest to vote either way.

38 TOMMY DUNN: Thank you, Mr. Sanders.

39 BRETT SANDERS: Thank you.

40 TOMMY DUNN: Now at this time can we
41 have a motion on the floor?

42 JIMMY DAVIS: So moved.

43 TOMMY DUNN: Motion Mr. Davis to move
44 forward. Do we have a second?

45 RAY GRAHAM: Second.

46 TOMMY DUNN: Second Mr. Graham. Now
47 open the floor up for discussion.

48 CINDY WILSON: Mr. Chairman, may I?

49 TOMMY DUNN: Ms. Wilson.

50 CINDY WILSON: There was a reference to

1 covenants and restrictions, but we have none of that in
2 our packet here. I'm not sure we would be a party to
3 that. Perhaps Mr. Harmon could clarify that for us.
4 TOMMY DUNN: I wanted to ask that. I
5 think ...
6 LEON HARMON: The county would not be a
7 party to that document, Ms. Wilson.
8 CINDY WILSON: From my real estate
9 background, covenants and restrictions are imposed by
10 one party on another party, and if the party accepting
11 the covenants and restrictions should violate that, it
12 would be the position of the person or people imposing
13 that to enforce. Would that be correct?
14 LEON HARMON: Yes, ma'am. That is
15 correct. And I do have a copy of the document that has
16 been put together and there is an entire section in the
17 agreement entitled enforcement.
18 CINDY WILSON: Okay. Thank you.
19 TOMMY DUNN: Thank you. Mr. Harmon,
20 that's on -- I'm asking -- but if that's on record,
21 recorded, with a break, fallback, it would be a civil
22 matter, but also wouldn't the county say that this is
23 not going to happen because this is in that
24 restriction? A deed recorded like that?
25 LEON HARMON: Mr. Chairman, if someone
26 wanted to do something in that restricted area, yes, I
27 think the county probably would, at that point, not
28 permit that. But as far as strict enforcement of the
29 document itself, it's a private enforcement matter.
30 TOMMY DUNN: But as far as permitting
31 it, though, it's on record that the county should
32 permit that?
33 LEON HARMON: That's correct.
34 Permitting would be a totally different issue.
35 TOMMY DUNN: That's right. Thank you.
36 Any more discussion?
37 RAY GRAHAM: Mr. Chairman.
38 TOMMY DUNN: Yes, sir, Mr. Graham.
39 RAY GRAHAM: I just want to commend the
40 community and also the developer. I mean, personally
41 the way I look at it, when people own property, you pay
42 taxes on the property, unless there's already
43 restrictions in place, I find it hard for the
44 government to actually step in and try to regulate
45 that. But still I understand we have guidelines. And
46 I definitely commend both parties to coming together,
47 working together and basically coming up with a
48 solution that hopefully it's going to be feasible for
49 everyone. So definitely commend both parties for that
50 and appreciate y'all's work toward that, along with the

1 county staff.

2 TOMMY DUNN: Anyone else before we
3 vote?

4 CRAIG WOOTEN: Just to clarify, the
5 gentleman's question was about whether or not the
6 county would enforce. It would be incumbent upon the
7 private citizens to seek enforcement, but they could
8 have reasonable assurances from the county that we
9 would not permit something in violation of the
10 covenants.

11 TOMMY DUNN: That's right.

12 CRAIG WOOTEN: Thank you.

13 TOMMY DUNN: I'd just like to also say
14 this is what we were hoping to accomplish when this
15 thing started six months ago. Appreciate the people
16 that owns the property working. I know they spent a
17 lot of time in it. The people in that community care
18 about their community, working for this. We appreciate
19 it. I think things like this is a win/win situation.

20 For the record show Mr. Sanders recused himself and
21 he stated his reason. And also Ms. Floyd had a reason
22 she had to leave. She'll be back. Nothing to do with
23 this right here. She had a thing.

24 All in favor of the motion show of hands. All
25 opposed like sign. Show the motion carries unanimously
26 with folks here. Thank y'all.

27 We'll be moving on now to item number 8(a). Bring
28 Mr. Sanders back in, if you would. We'll be moving on
29 now to item 8(a), this is second reading, 2020-001, an
30 ordinance to amend the zoning map to rezone plus or
31 minus 23.66 acres from R-20, single family residential
32 to R-A, residential agricultural, at 150 Burns Bridge
33 Road, again in District 4.

34 This is going to be a public hearing. Anyone
35 wishing to speak to this matter, step forward and
36 please state your name, district, address the chair on
37 this matter. Public hearing. Anyone at all? Seeing
38 and hearing none, the public hearing will be closed.
39 Do we have a motion to move this forward? Motion Mr.
40 Sanders, second Ms. Wilson. Now any discussion?
41 Hearing none, all in favor of the motion show of hands.
42 Show the motion carries with the council members
43 present. Show Ms. Floyd is still out of the room.

44 Moving on to item number 8(b), 2020-002, an
45 ordinance authorizing the execution of a lease purchase
46 agreement in an amount not exceeding \$2,200,000
47 relating to the leasing and purchasing of software, the
48 execution of necessary documents and closing papers.
49 Again, this second reading. This is the one we've had
50 multiple meetings on and discussions. Helping us with

1 our overall computer program for the whole Anderson
2 County. Do we have a motion to move this forward?

3 CINDY WILSON: So moved.

4 TOMMY DUNN: Motion Ms. Wilson; second
5 Mr. Graham. Any discussion? All in favor of the
6 motion show of hands. All opposed like sign. Show the
7 motion carries unanimously.

8 Moving on to item number 8(c), second reading,
9 2020-003, an ordinance to amend section 42-116 of the
10 Anderson County, South Carolina Code of Ordinances so
11 as to amend the definition of maltreatment as that term
12 applies to any animal or pet. Comes from Chairman
13 Graham. Mr. Graham.

14 RAY GRAHAM: This comes forth from the
15 Public Safety Committee. This is ordinance 2020-003,
16 an ordinance to amend section 42-116 of the Anderson
17 County, South Carolina Code of ordinances so as to
18 amend the definition of maltreatment as that term
19 applies to any animal or pet.

20 Basically breaking this down, this is basically
21 allowing the sheriff's department some leeway on
22 charging a county ordinance magistrate's court fine
23 versus charging some more serious crimes with it. In
24 doing so, it -- basically if a citizen in Anderson
25 County is mistreating animals or whatever and there's
26 some educational opportunity there, the sheriff's
27 department can do it at a lesser fine and educate the
28 people as far as the dos and don'ts and it just gives
29 them some leeway.

30 This was brought forth from Public Safety as a
31 recommendation.

32 TOMMY DUNN: Thank you, Chairman
33 Graham. Coming from Public Safety it doesn't need a
34 second. Any more discussion? All in favor of the
35 motion show of hands. All opposed like sign. Let the
36 record show Ms. Floyd is back on the bench. Vote is
37 unanimous.

38 Moving on to item number (d), 2020-004, an
39 ordinance to amend an agreement for the development of
40 the joint county industrial and business park, 2010
41 park, of Anderson and Greenville Counties so as to
42 enlarge the park to add Project Yellow to the business
43 park. At this time -- I meant to do this before the
44 meeting or at the beginning of the meeting. At this
45 time I'd like -- Mr. Nelson has been under the weather.
46 How is he doing, Mr. Burns?

47 RUSTY BURNS: He is doing better today,
48 sir.

49 TOMMY DUNN: Is he at home?

50 RUSTY BURNS: Yes, sir, he is now.

1 TOMMY DUNN: Let's keep him in our
2 thoughts and prayers as we go through this about him
3 and his family, make a speedy recovery. This is second
4 reading on this. Do we have a motion to move this
5 forward?

6 JIMMY DAVIS: So moved.

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

11 Going to move on to item number 9, ordinance first
12 reading, 9(a), 2020-005, an ordinance authorizing the
13 execution and delivery of special source revenue credit
14 agreement by and between Anderson County, South
15 Carolina and Project Robo, with respect to special
16 source revenue credit to be applied against fee in lieu
17 of tax payments related to certain investments in the
18 county. Mr. Burns, you going to take this?

19 RUSTY BURNS: Mr. Chairman, what we have
20 here is a company that already employs thirty people in
21 Anderson County. They want to invest 1.7 million
22 dollars within five years and they want to generate
23 twenty-one new jobs. The jobs will pay thirty-seven
24 dollars and seventy-three cents an hour. This is the
25 first expansion. We expect four other companies to
26 result from this activity.

27 CRAIG WOOTEN: Mr. Chairman, I just want
28 to see if I can recuse myself. I actually worked for
29 this company. I no longer work for them, but I worked
30 for them for about seven years. And so I just think it
31 would be appropriate to recuse myself.

32 TOMMY DUNN: Thank you. Appreciate it.
33 Let the record show Mr. Wooten has recused himself and
34 he stated his reason. Do we have a motion to move this
35 forward?

36 CINDY WILSON: So moved.

37 BRETT SANDERS: Second.

38 TOMMY DUNN: Motion Ms. Wilson; second
39 by Mr. Sanders. Any discussion? Hearing none, all in
40 favor of the motion show of hands. All opposed like
41 sign. Show the motion carries unanimously. Mr.
42 Graham, will you get Mr. Wooten to step back in here?

43 RAY GRAHAM: Yes, sir.

44 TOMMY DUNN: Number 10, there are none.
45 Number 11, a report from the Public Safety
46 Committee meeting of February 12. Can't be a whole lot
47 because I think most of it was in executive session.
48 Mr. Graham.

49 RAY GRAHAM: It wasn't. Mr. Chairman,
50 there's really nothing to discuss. We did go into

1 executive session to discuss contracts and really more
2 or less educating some of the members of Public Safety
3 as far as updating as far as what was going on. No
4 changes. Nothing was determined. More or less just a
5 discussion meeting. So at this time there's nothing to
6 report.

7 TOMMY DUNN: Thank you, Mr. Chairman.
8 Moving on now, item number 12, bid approval, 12(a),
9 this is bid number 20-032 concessions at the Anderson
10 Sports and Entertainment Center. A bid was put out to
11 handle concessions at the Anderson Sports and
12 Entertainment Center because we currently do not have a
13 preferred caterer at the Civic Center. The bid was
14 sent out to five catering companies. There was only
15 one responded, Dove Catering. Concessions will pay
16 Anderson County, as follows: twenty-two percent for
17 the first twenty-five thousand monthly gross sales;
18 twenty-five percent for monthly gross sales in excess
19 of twenty-five thousand. Staff recommends awarding the
20 contract to Dove Catering who is a local vendor. They
21 have all their insurance and stuff in place.

22 Do we have a motion to move this forward?

23 CINDY WILSON: So moved.

24 TOMMY DUNN: Motion Ms. Wilson. Do we
25 have a second?

26 JIMMY DAVIS: Second.

27 TOMMY DUNN: Second Mr. Davis. Any
28 discussion?

29 CINDY WILSON: May I?

30 TOMMY DUNN: Ms. Wilson and then we'll
31 come to Ms. Floyd.

32 CINDY WILSON: How long will this
33 contract run? It doesn't state?

34 TOMMY DUNN: I think it's a year; ain't
35 it?

36 CINDY WILSON: So we've got a year to try
37 them out and make sure it's working? Okay. Thank you.

38 TOMMY DUNN: Ms. Floyd.

39 GRACIE FLOYD: ... Mr. Carroll was one of
40 the ones who did this. Mr. Carroll, am I right?

41 TOMMY DUNN: Yeah.

42 GRACIE FLOYD: Is he not saying anything?

43 TOMMY DUNN: He nodded his head.

44 GRACIE FLOYD: Oh, he did? I can't see
45 way back there. Mr. Carroll, what I'm concerned about
46 is that we sent out five bids and we only heard back
47 from one. Okay. There are other places in Anderson
48 County that I'm familiar with with catering. But I
49 don't see, I don't see many of them. In fact, I only
50 notice one person. Were the rest of them from Anderson

1 County, as well?

2 ROBERT CARROLL: I don't believe so, ma'am.
3 We reached out to other venues like over at AU, over at
4 North Greenville, at the Bon Secour Center, at Clemson,
5 and found who had concessions and that type for them
6 for catering. And those are the companies we reached
7 out to. We have Dove Catering to come in to request a
8 copy of it. I think they've done some events at the
9 Civic Center in previous years.

10 TOMMY DUNN: They have.

11 GRACIE FLOYD: Yeah, they have. But I
12 don't see Anderson College. Did they not -- I mean you
13 didn't list them as giving a bid?

14 ROBERT CARROLL: It's the companies that do
15 work for those universities and other locations I just
16 mentioned. These other four that are listed.

17 GRACIE FLOYD: Café Bon Appetite, no
18 response. Mercer Technologies, Center Plate, as well
19 as Aramark, Anderson College and other places.

20 ROBERT CARROLL: Yes, ma'am. That I
21 mentioned. Yes, ma'am.

22 GRACIE FLOYD: That really concerns me
23 because we only had one person out of five to respond
24 to the -- to this?

25 ROBERT CARROLL: Yes, ma'am.

26 GRACIE FLOYD: And Mr. Chairman, what's
27 the possibility of having it rebid?

28 TOMMY DUNN: I don't think that would
29 be a good idea. Someone won it in a fair bid, and they
30 would have every reason to sue us, I would think, if we
31 didn't do that. That wouldn't be -- this ain't the
32 first time since I've been on council this has happened
33 as far as the vendor at the Civic Center, not getting
34 nobody to bid on it. I think last time they only had
35 one company to bid on it, the last time. I think we've
36 personally -- I don't know nothing about Dove Catering,
37 but I think we're fortunate to have somebody to put in
38 for it and give it a try.

39 GRACIE FLOYD: I seem to remember there
40 was one time we did go back and rebid it for one
41 reason. I can't remember the reason why we did it.
42 But I just don't feel comfortable with Dove Catering.
43 I just think that when we get one -- when we only get
44 one bidding -- one bid in, we need to go back and look
45 at why. Maybe we're not doing something right.

46 TOMMY DUNN: We're good. Anyone else?
47 All in favor of the motion. All opposed. Show the
48 motion carries with Mr. Davis, Mr. Sanders, Mr. Dunn,
49 Mr. Graham, Mr. Wooten, Ms. Wilson in favor; Ms. Floyd
50 opposes.

1 ROBERT CARROLL: Thank you.

2 TOMMY DUNN: Thank you, Mr. Carroll.

3 Moving on to item number 13, this is capital for
4 roads and bridges equipment. This will be item number
5 13, capital, roads and bridges equipment. This is
6 permission seeking to purchase a FP5 Flameless Patcher
7 that will be mounted to a freight liner conventional
8 cab. The bid was sent out but there was not a response
9 that met the specifications due to the following three
10 items that are needed on this piece of equipment: a
11 proprietary swing arm for performing shoulder-type
12 work; electric heating design; a telematics package
13 which is cloud-based software which generates
14 performance data and information for each crew and all
15 materials that area used that will feed into our
16 existing Cartegraph system. Therefore, staff is
17 recommending purchasing sole source from Kergkamp,
18 Incorporated out of Kansas. It's the only company that
19 offers the piece of equipment that contains the three
20 items listed above. This machine will allow Road and
21 Bridges to perform pothole patches effectively which
22 result in the patching lasting longer. Roads and
23 Bridges currently cold patches, which means they use
24 cold asphalt to fill and roll over it with a pickup
25 truck. This new equipment will come with a self-
26 contained roller/compactor that will be used to roll
27 over the hot asphalt. The new equipment will also
28 result in less waste of asphalt because it has an
29 asphalt hopper on the back which keeps the asphalt hot
30 for up to forty-eight hours which results in less
31 waste. All the tools will be on the truck and the job
32 will be accomplished more efficiently and effectively
33 like it's supposed to be accomplished. Price is one
34 hundred eighty-nine thousand three hundred thirty-two
35 dollars and paid for out of the capital funds that's
36 it's already budgeted for it.

37 Do we have a motion to put this on the floor?

38 Motion Ms. Wilson. Do we have a second.

39 RAY GRAHAM: Second.

40 TOMMY DUNN: Second Mr. Graham. Now
41 discussion. Ms. Wilson.

42 CINDY WILSON: I see that the delivery
43 cost is thirty-seven hundred fifty dollars. Would it
44 be less expensive to ---

45 TOMMY DUNN: Speak up. I'm sorry.

46 CINDY WILSON: It's thirty-seven hundred
47 and fifty dollars delivery. Would it be viable for us
48 to send an employee and a flatbed out to pick it up?
49 Would that ---

50 TOMMY DUNN: Probably not. We can

1 check on that. It's coming from Kansas. Probably have
2 to send two people. They're going to lose some work;
3 wear and tear on your equipment going through all the
4 DOT stuff and everything. Probably not.

5 JIMMY DAVIS: It becomes a liability
6 issue by the title of ownership of the vehicle when it
7 takes place.

8 CINDY WILSON: Thank you.

9 TOMMY DUNN: Anyone else?

10 JIMMY DAVIS: Mr. Chair?

11 TOMMY DUNN: Mr. Davis.

12 JIMMY DAVIS: I just want to make a
13 clarification on this just so that we know. I've spent
14 some time with Matt Hogan and speaking of this because
15 I was pretty concerned about it. But one of the
16 problems that we have as a county is we're filling
17 potholes and cracks and other places in our county
18 roads and everybody knows we have terrible road
19 conditions. But one of the problems that we have,
20 especially in the cold months, is the only thing that
21 we can do is, because the asphalt plants are closed, we
22 can't use hot asphalt. This will allow us an
23 opportunity and wherewithal to do a better job of
24 filling potholes that will be on a permanent basis or a
25 more permanent basis. There's no permanent
26 (inaudible), but it will fill the pothole in a better
27 way that's more to our standards and they will last
28 longer until we can do something with the roads. This
29 is the best equipment that will do the best job to fill
30 the potholes for Anderson County. It will do a much
31 better job than anything we've ever done. And I think
32 it's much needed especially -- I can say it's much
33 needed in my district, District 6. I'm in full support
34 of it. Thank you, Mr. Chair.

35 TOMMY DUNN: Thank you, Mr. Davis.
36 Anyone else? Mr. Sanders.

37 BRETT SANDERS: Yes, sir. Mr. Burns, do
38 you know if we have to hire additional personnel or use
39 the same staff?

40 RUSTY BURNS: Use our same staff.

41 TOMMY DUNN: All in favor of the motion
42 show of hands. All opposed like sign. Show the motion
43 carries unanimously.

44 At this time do we have a motion to go into
45 executive session to take legal advice regarding some
46 legal matters regarding Mungo Home Properties, LLC?

47 JIMMY DAVIS: Mr. Chair, I'd like to
48 make a motion that we move into executive session to
49 discuss legal advice regarding Mungo Home Properties,
50 LLC.

1 CINDY WILSON: Second.
2 TOMMY DUNN: Have a motion Mr. Davis;
3 have a second Ms. Wilson. All in favor of the motion
4 show of hands. All opposed like sign. Show the motion
5 carries unanimously. We'll be back shortly.

6 **EXECUTIVE SESSION**

7 TOMMY DUNN: I call the county council
8 meeting back in session. Motion, Ms. Wilson?
9 CINDY WILSON: Mr. Chairman, may we make
10 the motion to come back into session from executive
11 session, having received legal advice regarding Mungo
12 Home Properties, LLC and Anderson County Planning
13 Commission, with no votes taken.

14 TOMMY DUNN: Have a motion by Ms.
15 Wilson. Have a second?

16 JIMMY DAVIS: Second.
17 TOMMY DUNN: Second Mr. Davis. All in
18 favor of the motion show of hands. Opposed like sign.
19 Show the motion carries unanimously.

20 Mr. Davis, do you have a motion?
21 JIMMY DAVIS: Mr. Chair, thank you. I'd
22 like to make a motion that the county -- Anderson
23 County move forward with the hearing now scheduled for
24 March 30, 2020 in the Mungo Homes case.

25 TOMMY DUNN: We have a motion Mr.
26 Davis. Do we have a second?

27 CINDY WILSON: Second.
28 TOMMY DUNN: Second Ms. Wilson. Any
29 discussion? All in favor of the motion show of hands.
30 Opposed like sign. Show the motion carries
31 unanimously. Thank y'all very much.

32 We'll be moving on now to item number 15,
33 appointments. I didn't see none. Does anybody have
34 any? Anything come up, any boards?

35 Seeing and hearing none, requests by council
36 members. Mr. Sanders, do you have one? Mr. Sanders,
37 get your mic.

38 BRETT SANDERS: I have one for Goats for
39 Goodness in District 4 for the amount of fifteen
40 hundred.

41 TOMMY DUNN: We have a motion by Mr.
42 Sanders for fifteen hundred dollars for goats and
43 goodness.

44 CINDY WILSON: Second.

45 TOMMY DUNN: Second Ms. Wilson. Now is
46 there any discussion? All in favor of the motion show
47 of hands. All opposed like sign. Show the motion
48 carries unanimously. Anything else, Mr. Sanders?

49 BRETT SANDERS: Yes, sir. I would like to
50 do five hundred for the Shriners circus.

1 RUSTY BURNS: If I may, Mr. Chairman, in
2 everybody's box, I believe it was last week, the annual
3 request from the Shriners for the Shrine Circus at the
4 Anderson County Civic Center. That's coming up the
5 latter part of March. And so this is just the usual
6 request that they make in order for us to get tickets
7 to give to children.

8 TOMMY DUNN: Thank you. Mr. Sanders,
9 five hundred dollars for Shriners. Do we have a
10 second?

11 CINDY WILSON: Second.

12 TOMMY DUNN: Second Mr. Davis. Any
13 discussion? All in favor of the motion show of hands.
14 All opposed like sign. Show the motion carries
15 unanimously. Anybody else have anything?

16 CINDY WILSON: May I?

17 TOMMY DUNN: Ms. Wilson.

18 CINDY WILSON: District 7 would also like
19 to appropriate five hundred for the Shriners' tickets
20 for the children.

21 TOMMY DUNN: We have five hundred
22 dollars from Ms. Wilson's account. Do we have a
23 second?

24 JIMMY DAVIS: Second.

25 TOMMY DUNN: Second Mr. Davis. Any
26 discussion? All in favor of the motion show of hands.
27 All opposed like sign. Motion carries unanimously.
28 Anyone else? Mr. Graham.

29 RAY GRAHAM: Thank you, Mr. Chairman.
30 Mr. Chairman, this is actually one we had a couple of
31 meetings back and we didn't have all the information,
32 so I pulled it at the last minute. I'd like to
33 allocate twelve hundred -- I'm sorry, I'm trying to
34 pull this number up -- twelve hundred forty-three
35 dollars and eighty cents to Crescent High School
36 Anglers. I bring this in the form of a motion.

37 TOMMY DUNN: Have a motion by Mr.
38 Graham. We need second.

39 CINDY WILSON: Second.

40 TOMMY DUNN: Second Mr. Sanders. Any
41 discussion? All in favor of the motion of Mr. Graham
42 show of hands. Opposed. Show the motion carries
43 unanimously. Anyone else?

44 RAY GRAHAM: I'd also like to do five
45 hundred dollars to the Shriners Circus for the tickets,
46 as well.

47 TOMMY DUNN: Mr. Graham puts a motion
48 for five hundred dollars for the circus. We need a
49 second. Second Mr. Sanders. Any discussion? All in
50 favor of the motion show of hands. Show the motion

1 carries unanimously. Anyone else?

2 Out of District 5, five hundred dollars for the
3 circus. Put that in the form of a motion. Second Mr.
4 Sanders. Any discussion? All in favor of the motion
5 show of hands. All opposed like sign. Show the motion
6 carries unanimously. Anyone else?

7 Moving on to administrator's report.

8 RUSTY BURNS: Nothing at this time, Mr.
9 Chairman.

10 TOMMY DUNN: Moving on now to 18,
11 citizens comments. When Mr. Harmon calls your name
12 you've got three minutes. Please address the chair.
13 Mr. Harmon. State your name and district for the
14 record.

15 LEON HARMON: Mr. Chairman, first
16 speaker is Ankoma Anderson.

17 ANKOMA ANDERSON: Yes, first of all let me
18 say good evening to everyone.

19 TOMMY DUNN: Good evening.

20 ANKOMA ANDERSON: Mr. Chair, I come on
21 behalf of the Anderson County Ministers Organization,
22 as well as I serve as pastor of the Welfare Baptist
23 Church in Belton, District 2. And I want to speak
24 about the SC Carry presentation that was done a few
25 moments ago. I want to say a few things.

26 Our fourth President of the United States of
27 America said that if men were angels, no government
28 would be necessary. He further stated that if angels
29 were to govern men, neither external nor internal
30 controls of government would be necessary. And so I
31 want to be clear here today that my stance is not in
32 opposition to citizens having the right to bear arms;
33 but rather it's in vehement opposition to loose
34 regulations and easy access to firearms.

35 Currently there's a growing body of research that
36 suggests that a lack of gun control and easily
37 accessible firearms contribute to gun violence in all
38 forms. This begs relevant questions. How many more
39 young people we do need to be gunned down in Anderson
40 County? How many more bodies need to be slain? How
41 much more blood needs to be senselessly spilled in our
42 streets? How many more lives with unmet potential need
43 to be lost before citizens and the conscience of this
44 council exclaim that enough is enough?

45 Therefore, it's incumbent upon us, you, me, to
46 protect our citizens from the terrorism of gun
47 violence. This council decides to side with loose
48 regulation, it will become even more difficult to tell
49 exactly who the terrorists are. And I want to say
50 this, as well. I'm somewhat disappointed that I've

1 come here today and it seems as if you guys have
2 already fixed what you are going to support and how it
3 is that you're going to vote. But I want to go on to
4 say that nationally our Congress has been infiltrated,
5 packed, political action committees, NRA, members who
6 are paid to enact legal legislation that continues to
7 allow gun manufacturers to produce massive profits at
8 the sake of our citizens.

9 What citizens? The ones in South Carolina. The
10 ones who fell prey to white supremacists in Charleston
11 at Mother Emanuel African Methodist Episcopal Church.
12 What citizens? The citizens of Anderson County.
13 Eleven year old Ja'Naiya Scott was gunned down in her
14 west end apartment in Anderson County back in June.
15 What citizens? The ones who were -- or the guy who was
16 shot down at a convenience store here in Anderson. And
17 lastly, let's not forget the precious life of Jacob
18 Hall at Townville Elementary.

19 So lastly I say, let's not make Anderson County a
20 sanctuary for guns, but a sanctuary of safety.

21 LEON HARMON: Time, Mr. Chairman.

22 ANKOMA ANDERSON: I want to go on record to
23 say that individuals are already able to carry weapons
24 with concealed weapons permit. But what we're doing
25 here today, or what was discussed was to lessen
26 regulations so that anybody can have a weapon. And
27 that doesn't need to take place. Thank you.

28 **APPLAUSE**

29 TOMMY DUNN: Thank you. Mr. Harmon.

30 LEON HARMON: Mr. Chairman, next
31 speaker is Elizabeth Fant.

32 ELIZABETH FANT: Total change of
33 environment. I want to talk about being careful with
34 what we say, what we record, so forth. Opportunities
35 it seems like this week are just coming down the
36 pipeline one right after the other. I was at one
37 meeting where four hundred dollars was written on the
38 information and it was supposed to be four thousand. I
39 worked with a charitable group where we were taking
40 donations and one person wanted to give five thousand
41 sixty-nine dollars, and the person at the other end
42 thought it was fifty dollars and sixty-nine cents, so
43 they missed out on about five thousand on a donation.

44 I was checking some of my receipts getting ready to
45 do my taxes. I had a credit card where somebody added
46 two dollars to what I had on my credit card. I also
47 have a place where somebody gave a five hundred
48 donation, and I have the receipt that I got from the
49 bank where it was supposed to be deposited. It's not
50 on my bank statements, so I now have to go after that.

1 I understand on Facebook that there's several
2 restaurants here in town that are overcharging people.
3 Another organization that I went to this week, they had
4 in the minutes that a certain person had said a certain
5 thing and that certain person wasn't even at the
6 meeting. Another meeting I went to, the minutes, the
7 person's last name was left off in the minutes.
8 Another thing that I saw was a calendar and the date is
9 wrong for the event on the calendar.

10 Everybody can make mistakes. Mistakes are made.
11 None of us are not human. But we need to, on whatever
12 we are presenting, make sure we are as accurate as we
13 can be because people look at that and think, y'all are
14 not serious about whatever it is that you are -- the
15 organization that you're dealing with.

16 I see so many errors, grammatical errors and things
17 that I think people must think we are just local
18 yokels. I see toys for tots. T-o-y-'-s for tots. I
19 see you're welcome, y-o-u-r, your welcome, et cetera.
20 We really need to step up our game. Thank you.

21 LEON HARMON: Mr. Chairman, no one else
22 is signed up.

23 TOMMY DUNN: Thank you, Mr. Harmon.

24 Moving now to comments from council. Mr. Davis?

25 JIMMY DAVIS: Mr. Chairman, my
26 microphone is on so I can be properly recorded tonight.
27 We need to watch what we read on Facebook, but it ain't
28 always true; right? Ronald Reagan once said, great
29 change in America will happen at the dinner table. And
30 I believe that that's one of the things that America
31 has got to get back to. If we want to see great
32 change, we've got to get back to the family unit.

33 Points well taken. I fully support our Second
34 Amendment. I am a concealed weapons holder. I am a
35 proud member of the NRA, member number 5884474. And I
36 believe in my right to be able to buy firearms, hunt
37 with them and do what I need to them. I understand the
38 problem. But being in restrictive regulation is not
39 where this country, this state or this county needs to
40 be. Thank you, Mr. Chair.

41 TOMMY DUNN: Thank you, Mr. Davis. Mr.
42 Sanders.

43 BRETT SANDERS: Nothing at this time.

44 TOMMY DUNN: Thank you. Ms. Floyd.

45 GRACIE FLOYD: Do you hear me now? Good.

46 Thank you. I want to talk about the budget transfer.
47 First of all, they were supposed to be typed; not
48 written. I know I'm the only one up here that had
49 problems reading the handwritten budget transfer from
50 PRT to SP-Pops, six hundred dollars. I couldn't read

1 it at all; what it was saying.

2 Also, we've got some more here from sheriff to
3 sheriff. I don't bother them too much, though. But
4 there's one here that was also written and it's hard to
5 understand what it's saying. It's supposed to be
6 typed. And there's another one here, Ms. Fant, it's
7 supposed to be for asphalt and they have two thousand
8 five hundred dollars. But the total -- I think the
9 total was two fifty. Instead of writing two thousand
10 five hundred, they had to go back and write in a zero
11 on that part. And it was also written. Golly, the
12 budget transfer from the PRT and the Sports Complex, I
13 wish you could see it. It was five thousand dollars.
14 Then they scratched that out and they put three
15 thousand eight hundred. And then the bottom thing was
16 five hundred dollars -- one, two -- five thousand
17 dollars. It's a mess. It's a mess.

18 Also, one of the meetings I attended, the Finance
19 meeting, there were several errors that was presented
20 to the committee. And there were -- they wrote reasons
21 why there were problems in it, but it shouldn't have
22 been a problem on it. If we have all those people down
23 there working in the Finance Department, those errors
24 should have been caught before it got to the point.

25 Okay. You missed a Valentine's Day party. Was
26 anybody here, anybody here that went there? Okay.
27 God, you missed it. You really missed it. We had a
28 good time. We had a real good time. Mr. Burns, you
29 looked real good in your black pants and your white
30 shirt acting as a host for it. Seth Ridley, you did a
31 good job being there. I thank you guys. Anybody else?
32 Let me know. But believe it, it was good. It was
33 good. We had a lot of people there. And my senior
34 sisters were there and we had a good time. You were
35 there. Did you have fun? You had fun? Yes, yes, we
36 had fun, too.

37 When I see errors in the minutes, I don't bother
38 with she left the s off of this and supposed to be a
39 period there. I go for the meat of the thing. And
40 when I say something is wrong, I only do it so it can
41 be corrected before the minutes have been voted on.
42 Because once the minutes has been voted on, that's it.
43 So Ms. Fant, it's not the fact that I was pointing out
44 that you couldn't hear other people. All I was doing
45 was pointing out there is a mistake here, it should be
46 fixed. And if it's the fault of these things here,
47 then that should be fixed, too.

48 Also, something that was said tonight about
49 stopping people in trucks and all of that. That's
50 profiling. You can't do that. You have to have a

1 reason to stop somebody. You can't just stop a person
2 because, number one, he's driving a truck or he's
3 coming down this road. It's got to be for a reason.
4 And I think I'm right about this. If you're looking
5 for crackerjacks but you see a box full of guns, then
6 you have to stay with the crackerjacks because that's
7 what you were going for. Sheriff's office, am I right?
8 Well, if I'm not right, that's the way it ought to be.

9 I have some concerns in today's things. I don't --
10 there's some questions I need to ask before I vote on
11 it again. Mr. Davis, I have some questions I'd like to
12 talk to you about after -- well, maybe at home.

13 But all in all, it was a pretty good meeting. Oh,
14 except for one thing. You guys are on Facebook. Some
15 of y'all are on Facebook. Who Facebook? Nobody but
16 me? Oh, nobody else. And not me, I'm not on Facebook.
17 I don't have time for that. But I wasn't on Facebook,
18 but somebody called me and read something and sent me a
19 copy of my name saying that I was not signing some
20 paper. I didn't understand that thing at all. So I
21 made a phone call and found out that there was some
22 sheets going around for somebody to sign in support of
23 gun stuff. All right. Did you get a sheet? Did you
24 sign something? Well, they said I was the only one
25 that didn't sign, Brett. We need to find out what
26 they're doing to you. But they said I was the only one
27 that did not sign; okay? No, I didn't sign because I
28 didn't know I was supposed to sign something. I don't
29 do Facebook.

30 And about this gun thing, you know, folks, I'm
31 worried about the family that we had to get a boat to
32 get them out of the water. That's what I'm worried
33 out. I'm worried about those seventy-seven houses
34 that's got to be torn down or move people out of and
35 then tear them down. That's what I'm worried about.
36 I'm not worried about no gun. You see this? That's a
37 concealed weapon. How do you get one of these? You've
38 got to have a gun. I've got two. I've got two. But
39 it's not going to save your life; it's going to save my
40 life. And I've got them and I'll use it. I will use
41 it. But I don't like people to tell lies. I don't
42 know who y'all are listening to when you're reading
43 this stuff. But call me, Gracie Floyd, call me, and
44 I'll tell you what I've got. In fact, you can come
45 3:00 in the morning and I'll tell you, too. But don't
46 play me because anything I do, I can tell you I did it.
47 Thank you.

48 TOMMY DUNN: Mr. Graham.

49 RAY GRAHAM: Thank you, Mr. Chairman.

50 First and foremost, I do support the Second Amendment.

1 Definitely was honored listening to the gentleman that
2 come tonight and speak about South Carolina Carry. I
3 have done some research on that group and it definitely
4 seems to be a great group with a strong passion.
5 Definitely looking forward to see what they're able to
6 do.

7 Over the past several weeks, we have had some --
8 just some tremendous bad weather in Anderson County.
9 And a lot of times there are so many -- you know, we
10 rely so much on our county employees, the different
11 divisions, to step up. Normally it's when everybody
12 else is at home either in bed or taking care of their
13 own families or what not. I don't mean -- who is
14 Meredith Lake Road; is that yours, Mr. Chairman. I'm
15 not sure whose district it is, but out in the Townville
16 area, but I actually rode out there. It literally was
17 washed away. And those guys basically went in and
18 rebuilt that and got access back to those residents.
19 County employees. I'm sure they worked overtime and
20 worked some long weekends to get that to come to
21 fruition. You know, that's Roads and Bridges.
22 Sheriff's Department, EOC, David Baker and his group.
23 I mean they worked tireless hours during these storms
24 that we had. And I definitely want to take this
25 opportunity to commend each and every one of them, each
26 and every one of our employees that stepped up,
27 naturally our department heads, the entire staff. I
28 mean there was just some tireless hours that was put
29 in. And at the end of the day it was to keep the
30 citizens safe and basically bring back to order what
31 was damaged through the storm. We did have some
32 serious wind and rain over the past several weeks and
33 just want to commend each and every one of those guys
34 and let them know that we do notice and we do
35 appreciate all their work. Thank you, Mr. Chairman.

36 TOMMY DUNN: Thank you, Mr. Graham.
37 Mr. Wooten.

38 CRAIG WOOTEN: Yes. I'd like to thank
39 Mr. Jones for speaking earlier. I saw Mr. Jolly in the
40 back. I don't know if Mr. Lanier is here. But I know
41 Mr. Shirley was here. I have found that these
42 individuals that I've been able to speak with and
43 attend their meetings over the last month have focused
44 a lot on education. They've been very articulate in
45 their message. And I find it encouraging that
46 regardless of what your position is on an issue that
47 people will rally together, come to a county council
48 meetings and petition their government for change
49 and/or -- not even change but almost sort of a
50 reaffirmation of belief.

1 So I know that some of these items can be
2 polarizing, but to say that I support the Second
3 Amendment by no means deems that I want guns in violent
4 people's hands or I want people hurt. Actually I feel
5 safer that some people do have guns because I know
6 there are situations where they're protecting people.
7 So I hope as this conversation continues we don't let
8 the national media polarize us, but we actually allow
9 ourselves to have legitimate conversation on it. And I
10 think that's key to any democracy or republic, as you'd
11 have it, but more so in the local community. So I do
12 appreciate those opinions being brought forth and I do
13 appreciate the people who have spoken on it. Thank
14 you, Mr. Chairman.

15 TOMMY DUNN: Thank you, Mr. Wooten.
16 Ms. Wilson.

17 CINDY WILSON: Thank you, Mr. Chairman.
18 Sadly the most dangerous cities for gun violence in our
19 nation have also the strictest gun control laws. And
20 that evil creature, Dylann Roof, should never have been
21 allowed to have a gun. He had a violation that the FBI
22 failed to pick up on. That is horrific. He was
23 treated with kindness and hospitality by those dear
24 saintly people. That's horrible.

25 Anyway, we had a meeting over in the Cheddar
26 Community this past week, and thank you to our county
27 and all who attended. There's still serious issues
28 over in that community. We have the landfill, sewer
29 lines, pipelines, ethanol facility all clustered in one
30 area. Unfortunately Kinder-Morgan which is a national
31 company, which was welcomed to this county, failed to
32 engage with our county to form emergency contact
33 protocols during their purchase of the ethanol
34 facility. Then low and behold, they've had two
35 terrible pipe burst for fuel in the Belton and Honea
36 Path -- excuse me -- the Belton and Cheddar areas. One
37 was a big geyser that went out and was tended to. The
38 other was almost half a million gallons spilled into
39 the community over there that was not picked up by the
40 company but by citizens going by.

41 We're five years into the clean-up. DHEC has done
42 some good over there. But unfortunately there's
43 nowhere near the collection of the fuel out of the
44 ground that needs to be done. They've collected about
45 two hundred and twenty thousand gallons. It's now gone
46 into the bedrock. It's gotten into the creek. I would
47 hopefully have a measure for our council to
48 respectfully request DHEC at some point in the near
49 future to require the company to punch wells into the
50 bedrock and pump the fuel out. Their biosparging and

1 other measures are not being as effective as it should.
2 After five years the people living downstream and in
3 the area deserve better.

4 Another quick comment. In looking at the
5 transfers, I thought that any of the transfers that
6 were more than ten thousand required council approval
7 and I would hope that we weigh in, in the future.
8 Thank you.

9 TOMMY DUNN: Thank you, Ms. Wilson.

10 Couple of quick things brought to our attention
11 tonight, quickly on a couple of things. One is the
12 clock. The clock we go by, that one sitting back there
13 on the wall, it was one minute past when I started the
14 meeting. That's the clock I go by. It's fair.
15 Everybody can see that.

16 And on the minutes Ms. Floyd was talking out, the
17 first one was the one in January and the other one was
18 in February. That's when I called them out. That's
19 one we was talking about; that's the one we voted on.

20 Thirdly, I want to thank Mr. Burns, you and your
21 team, everybody, everybody that works for county
22 government just about plays a part in these storms and
23 works on these delays. Appreciate them and what they
24 do. I seen them out working again yesterday. Sewer
25 Department was running ragged trying to pump out some
26 lines and everything over this torrential downpour and
27 really taxing our employees, but want to appreciate
28 them.

29 One last thing I want to say is on this -- I'm a
30 firm believer in the Second Amendment. But also, since
31 I've been on council, I don't think there's been
32 nothing more misunderstood in a short period of time
33 what this thing went around. My phone blew up the
34 other night. I even got a text coming in to the thing
35 tonight and people not understanding what this thing is
36 about and what we're talking about and it got all --
37 one group thought it was doing sanctuary cities for
38 illegal immigrants. Then it got we're going to take
39 people's guns away. Went the right opposite. County
40 council couldn't do that if we wanted to. This is a
41 feel-good thing. We've got a Second Amendment.
42 Somebody told me the other day, Mr. Driver made the
43 comment -- me and him don't agree on a lot of things,
44 but he made the comment about what we're talking about,
45 you've got a Second Amendment.

46 I fully expect, as Mr. Wooten has been involved
47 with several groups and talking about it, I think this
48 group's got one opinion, this other group's got an
49 opinion. Our thing, the way our government does,
50 council will come up with something hopefully be a

1 resolution. Mr. Harmon will be the one that writes it.
2 He has to oversee us in our county ordinances that way
3 and he keeps us out of trouble, not to let us get in
4 trouble.

5 But there's certain things -- nobody on Anderson
6 County Council, nobody, is trying to take nobody's
7 guns, but there will be, I think in the near future,
8 hope we can get something by next meeting night, a
9 resolution to get it out where everybody can look at
10 it, see it; very plain, very simple spoken so everybody
11 can understand about what you call it.

12 I appreciate everyone here tonight and I hope we
13 keep having big turnouts. Thank y'all very much.
14

15 **(MEETING ADJOURNED AT 8:03 P.M.)**

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2019-058

)

COUNTY OF ANDERSON

AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 4 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, INCLUDING SECTIONS 4-1-170, 4-1-175, AND 4-29-68 THEREOF, AND ARTICLE VIII, SECTION 13 OF THE SOUTH CAROLINA CONSTITUTION, THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND CHENEY MILL OWNER LLC OR ASSIGNS, TO PROVIDE FOR CERTAIN SPECIAL SOURCE REVENUE OR INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Anderson County, South Carolina ("**County**"), acting by and through its County Council ("**County Council**") is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (collectively, the "**Infrastructure Credit Act**"), and Article VIII, Section 13 of the South Carolina Constitution (i) to provide special source revenue or infrastructure credits ("**Infrastructure Credit**") 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 the project 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, all to enhance the economic development of the County ("**Infrastructure**"); and (ii) to expand, in conjunction with one or more other counties, a joint county industrial or business park in order to facilitate the grant of such special source revenue credits; and

WHEREAS, CHENEY MILL OWNER LLC, a South Carolina limited liability company, or assigns, ("**Company**"), is planning an investment consisting of the expenditure of approximately \$15,000,000. ("**Investment**") to purchase certain land, and rehabilitate buildings, and to purchase furnishings, fixtures, and equipment for the purpose of establishing a multi-family residential project in the County (collectively, "**Project**"); and

WHEREAS, the County has previously created a joint county industrial and business park with Greenville County ("**Park**") pursuant to that certain Agreement for the Development of a Joint County Industrial and Business Park (2010 Park), as amended, between the County and Greenville County, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter into with respect to the Project to offer the benefits of the Infrastructure Credit to the Company hereunder ("**Park Agreement**");

WHEREAS, in accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a *situs* in the Park are exempt from all *ad valorem* taxation, however, 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 the total amount

equivalent to the *ad valorem* property taxes or other fee-in-lieu-of-taxes 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 (each, a "**Fee Payment**"); and

WHEREAS, in connection with the Project, the Company has requested the County to enter into an incentives agreement, to the extent and subject to the conditions provided in that agreement, to establish the commitments of (i) the Company to make the Investment and (ii) the County to provide certain special source revenue or infrastructure credits against certain Fee Payments made in connection with the Project; and

WHEREAS, the County has determined to provide certain annual infrastructure credits against each Fee Payment for a period of twenty (20) years, the terms and conditions of which are more fully set forth in an agreement attached hereto as **Exhibit A** ("**Infrastructure Credit Agreement**").

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 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 Infrastructure Credit Agreement.* The County Council authorizes and directs the County Council Chairman to execute the Infrastructure Credit Agreement, with any minor modifications and revisions which shall not be materially adverse to the County and shall be deemed approved by the County Council upon the Chairman's execution of the Infrastructure Credit Agreement, and the Clerk to County Council is authorized and directed to attest the same; and the Clerk to County Council is further authorized and directed to deliver the executed Infrastructure Credit Agreement to the Company.

Section 3. *Inclusion of Project in Park.* The County Council agrees to use its best efforts to ensure that the Project is incorporated into and remains in the Park for no less than the term of the Infrastructure Credit Agreement.

Section 4. *Further Acts.* The County Council authorizes the County Council Chairman, 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 5. *General Repealer.* All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 6. *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: December 3, 2019
Second Reading: December 17, 2019
Third Reading: March 3, 2020
Public Hearing: March 3, 2020

EXHIBIT A

Infrastructure Credit Agreement

INFRASTRUCTURE CREDIT AGREEMENT

by and between

ANDERSON COUNTY, SOUTH CAROLINA

and

CHENEY MILL OWNER LLC or ASSIGNS

Effective as of: _____, 2020

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of _____, 2020 ("Agreement"), is by and between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina ("County"), and Cheney Mill OWNER LLC, a Georgia limited liability company or its Assigns, Transferees or Successors in interest ("Company" together with the County, "Parties," each, a "Party").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council ("County Council") is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act"), to (i) develop a multi-county industrial park with counties having contiguous borders with the County; and (ii) include within the boundaries of the multi-county industrial park the property of qualifying companies which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multi-county industrial park ("Fee Payments")

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits to a company against the company's Fee Payments generated from the company's property located in a multi-county park ("Infrastructure Credit") to reimburse the company for its expenditures in paying the cost of designing, acquiring, constructing, improving, rehabilitating or expanding (i) infrastructure serving the company's project in the County and (ii) improved and unimproved real estate and personal property used in the operation of and income generating facility or property in order to enhance the economic development of the County ("Infrastructure");

WHEREAS, pursuant to the authority provided in the Act, the County, pursuant to Anderson County Ordinance No. 2010-026, has previously developed with Greenville County, South Carolina a Multi-County Industrial Park ("Park"). That Agreement was entered into between Greenville County and Anderson County as of December 1, 2010.

WHEREAS, the Company has agreed to rehabilitate and renovate an existing textile facility within the County (the "Project") on property more particularly described on Exhibit A ("Property"), resulting in capital investments in taxable real property at the Project of approximately \$15,000,000;

WHEREAS, pursuant to the County's Ordinance, the County authorized the expansion of the boundaries of the Park to include the Property and other real property relating to the Project in the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorizes the execution and delivery of this Agreement and agrees to provide Infrastructure Credits for a period of 20 years against the company's Fee Payments on the Project for the purpose of reimbursing the Company

for its expenditures on rehabilitating the Infrastructure, to include the improved and unimproved real estate within the Park, and in consideration of the economic activity and jobs creation within the County subject to the terms and conditions below.

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

ARTICLE I REPRESENTATIONS

SECTION 1.01. Representations by the County. The County represents to the Company as follows:

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

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

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

(d) The County has approved the inclusion of the Project and the Property in the Park; and

(e) Based on representations made by the Company to the County, the County has determined the Project will provide significant economic benefits to the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

SECTION 1.02. Representations by the Company. The Company represents to the County as follows:

(a) The Company is a limited liability company duly organized, validly existing, and in good standing, under the laws of the State of South Carolina, has power to enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it; and

(b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, as defined below, at the Project.

ARTICLE II INFRASTRUCTURE CREDITS

SECTION 2.01. Investment Commitment. The Company shall invest approximately \$15,000,000 in taxable real property rehabilitation and construction at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2022 ("Initial Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. Notwithstanding the provisions of Section 2.02(a) hereof, if the Company fails to achieve and certify the Investment Commitment by the Initial Certification Date, the annual Net Fee Payment beginning in January 2024 shall be \$15,000. If the Company has not certified to the County that the Company has met the Investment Commitment by December 31, 2026, the annual Net Fee Payment for the remainder of the term of this Agreement shall be \$90,000. If after December 31, 2022 but not later than December 31, 2026, the Company has certified to the County that the Company has met the Investment Commitment, going forward, the annual Net Fee Payment will return to the schedule set forth in Section 2.02(a) for the remainder of the Credit Term (as such term is defined below). If the Company has not certified to the County that the Company has met the Investment Commitment by December 31, 2026, the County may also elect to terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

SECTION 2.02. Infrastructure Credits.

- (a) commencing with the first Fee Payment due on the Project, which is expected to be January, 2021, and ending with the Fee Payment due 20 years following the first Fee Payment, which is expected to be January, 2040 ("Credit Term"), the County shall provide an annual Infrastructure Credit against the company's annual Fee Payments with respect to the Project. This Infrastructure Credit shall be such that the Company's annual Net Fee Payments to the county shall not exceed:

Tax Years	Amount
1-5	\$5,000
6-10	\$15,000
11-15	\$30,000
16-20	\$90,000

- (b) For each year of the Credit Term, the County shall prepare and issue the Company's annual bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.02(a) ("Net Fee Payment"). Following receipt of the bill, the company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PAYABLE BY THE COUNTY SOLELY FROM THE FEE PAYMENTS DERIVED BY THE COUNTY FROM THE COMPANY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NOT

CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF EITHER THE FULL FAITH, CREDIT, AND TAXING POWER OF NEITHER THE COUNTY NOR ANY MUNICIPALITY ARE PLEDGED FOR THE INFRASTRUCTURE CREDITS.

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

SECTION 2.03 [Reserved.]

SECTION 2.04. Allocation of Credit

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

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

SECTION 2.05. Filings. To assist the County in administering the Infrastructure Credits, the Company, shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, PT-300 or comparable forms for the property comprising the Project.

SECTION 2.06. Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

**ARTICLE III
DEFAULTS AND REMEDIES**

SECTION 3.01. Events of Default. If any Party fails duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such Party to be performed, which, except as otherwise provided in this Agreement, failure shall continue for a period of 30 days after written notice by the other Party specifying the failure and requesting that it be remedied and which notice is given to the defaulting party by first-class mail, then such Party is in default under this Agreement ("Event of Default").

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

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

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

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

ARTICLE IV MISCELLANEOUS

SECTION 4.01. Examination of Records; Confidentiality.

(a) The Company agrees that the County and its authorized agents shall have the right at all reasonable times and on prior reasonable notice to enter and examine the Project and to have access to and examine all the Company's books and records pertaining to the Project. The Company may prescribe reasonable and necessary terms and conditions of the County's right to examination and inspection of the Project and the Company's books and records pertaining to the

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

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

SECTION 4.02. Successors and Assigns. All covenants, stipulations, promises, and agreements contained in this Agreement, by or on behalf of, or for the benefit of the Parties shall bind or inure to the benefit of the successors of the Parties from time to time and any officer, board, commission, agency, entity or instrumentality to whom or to which any power or duty of either party shall be transferred.

SECTION 4.03. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

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

SECTION 4.05. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement is liable personally on the Credits or the Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 4.06. Indemnification Covenant.

(a) Except as provided in paragraph (b) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party" harmless against and from all claims by or on behalf of any person arising from the County's

execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement. If such a claim is made against any Indemnified Party, then subject to the provisions of (b) below, the Company shall defend the Indemnified Party in any action or proceeding.

(b) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; (ii) resulting from that Indemnified Party's own gross negligence, bad faith, fraud, deceit, or willful misconduct.

(c) An Indemnified Party may not avail itself of the indemnification provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(d) Following his notice, the Company shall resist or defend against any claim or demand, action or proceeding, at its expense, using counsel of its choice. The Company is entitled to manage and control the defense of or response to any claim, charge, lawsuit, regulatory proceeding or other action, for itself and the Indemnified Party; provided the Company is entitled to settle any matter at the separate expense or liability of any Indemnified Party without the consent of that Indemnified Party. To the extent any Indemnified Party desires to use separate counsel for any reason, other than a conflict of interest, that Indemnified Party is responsible for its independent legal fees.

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

(a) if to the County

Anderson County, South Carolina
Attn: Director of Economic Development
Mr. Burriss Nelson
126 N. Duffie Street
Anderson, South Carolina 29621

with a copy to
(does not constitute notice):

Mr. Leon Harmon, Esq.
Anderson County Attorney
P.O. Box 8002
Anderson County, South Carolina 29622

(b) if to the Company:

Camden Partners Inc.
Cheney Mill Owner LLC
Attn: John Gumpert
1465 Northside Drive, N.W., Suite 220
Atlanta, Georgia 30318

with a copy to
(does not constitute notice):

Rogers Lewis Jackson Mann & Quinn
Attn: Robert B. Lewis
1901 Main Street, Suite 1200
Post Office Box 11803
Columbia, South Carolina 29211

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

SECTION 4.08. Administrative Fees.

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

SECTION 4.09. Merger. This Agreement constitute 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 4.10. Agreement to Sign Other Documents. The County agrees that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of South Carolina.

SECTION 4.11. Agreement's Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

SECTION 4.12. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement.

SECTION 4.13. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 4.14. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 4.15. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

SECTION 4.15. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

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

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
Anderson County Council

(SEAL)
ATTEST:

Lacey Croegaert
Anderson County Clerk to Council

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, CHENEY MILL OWNER LLC, has caused this Agreement to be executed by its authorized officers, effective the day and year first above written.

CHENEY MILL OWNER LLC

By: _____
Name: _____
Its: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT A
DESCRIPTION OF PROPERTY

TMS No. 040-14-02-021-000

250 South Depot Street
Pendleton, South Carolina
Anderson County

Ordinance #2020-001

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 +/- 23.66 acres from R-20 (Single-Family Residential) to R-A (Residential-Agricultural) on a portion of land, identified at 150 Burns Bridge Circle in the Mount Tabor Precinct shown in Deed Book 20P page 00488. The parcel is further identified as TMS #043-00-08-028.

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

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

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from R-20 to R-A for +/- 23.66 acres of TMS #043-00-08-028 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on January 14th, 2020, during which it reviewed the proposed rezoning from R-20 to R-A +/- 23.66 acres of TMS #043-00-08-028 described above, and recommended approval; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on February 18th, 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 R-20 to R-A +/- 23.66 acres of TMS #043-00-08-028 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 2020-001

Rusty Burns
Anderson County Administrator

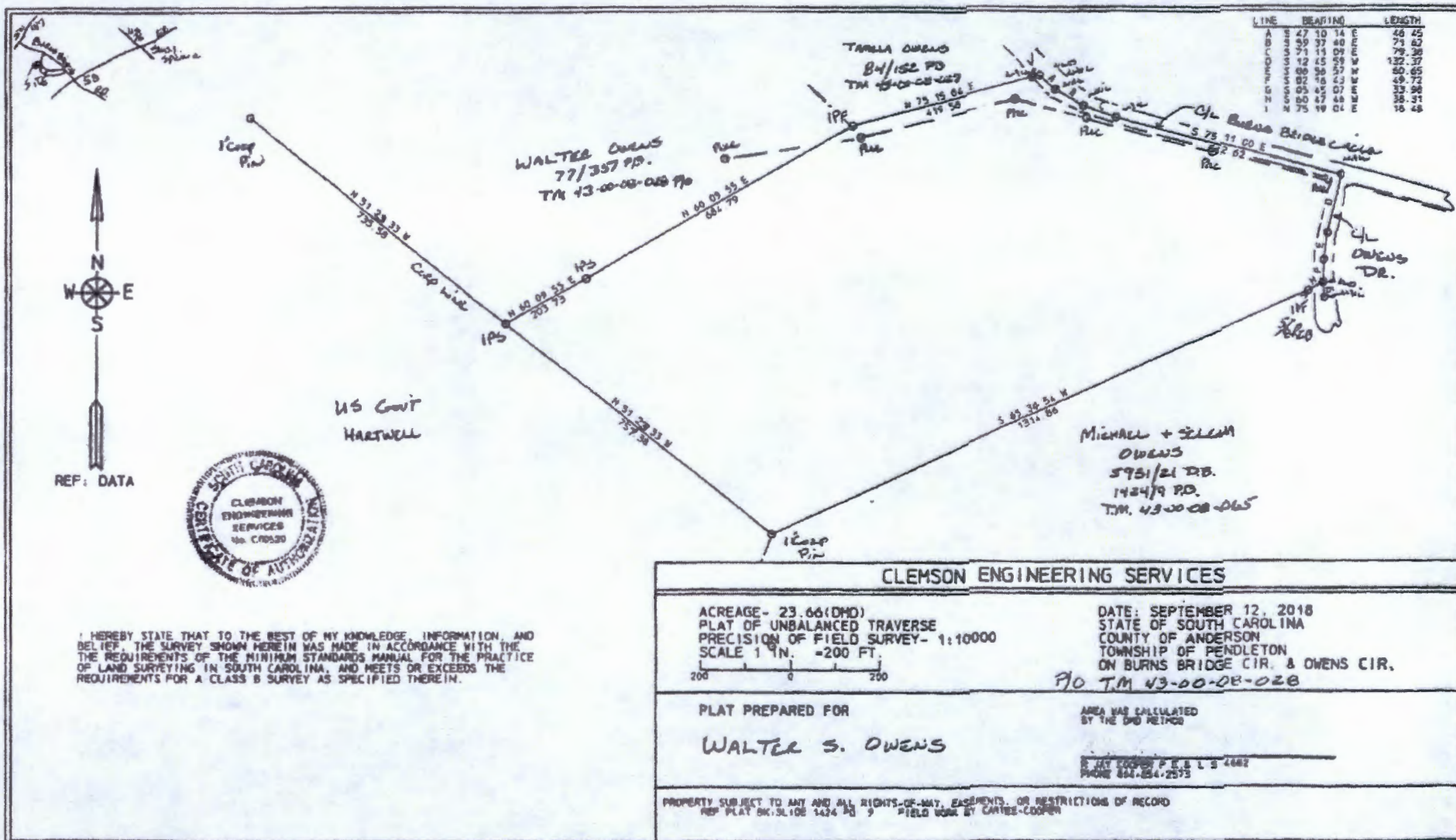
Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: February 4, 2020
2nd Reading: February 18, 2020
3rd Reading: March 3, 2020
Public Hearing: February 18, 2020





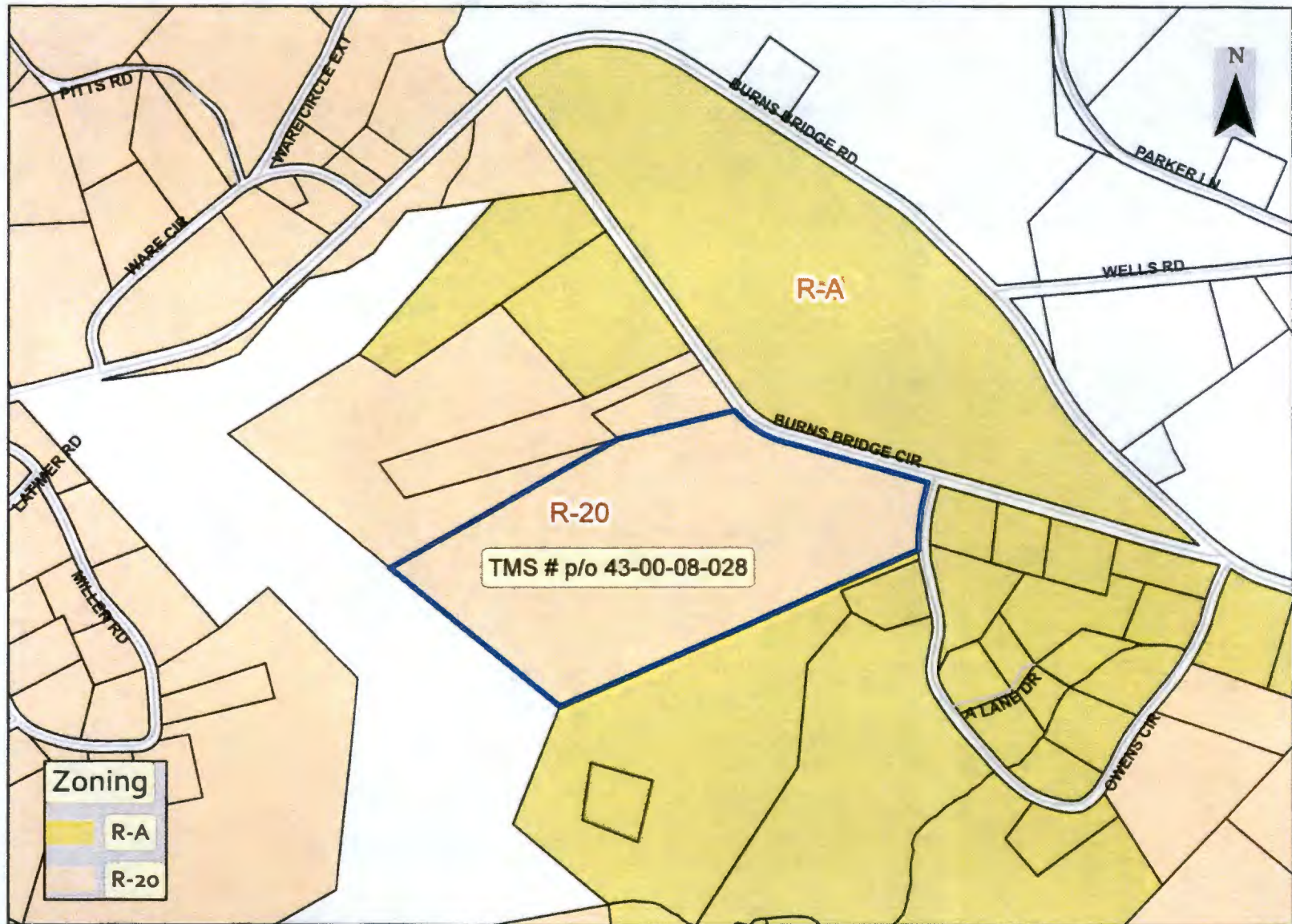
Rezoning Request
150 Burns Bridge Circle
R-20 to R-A

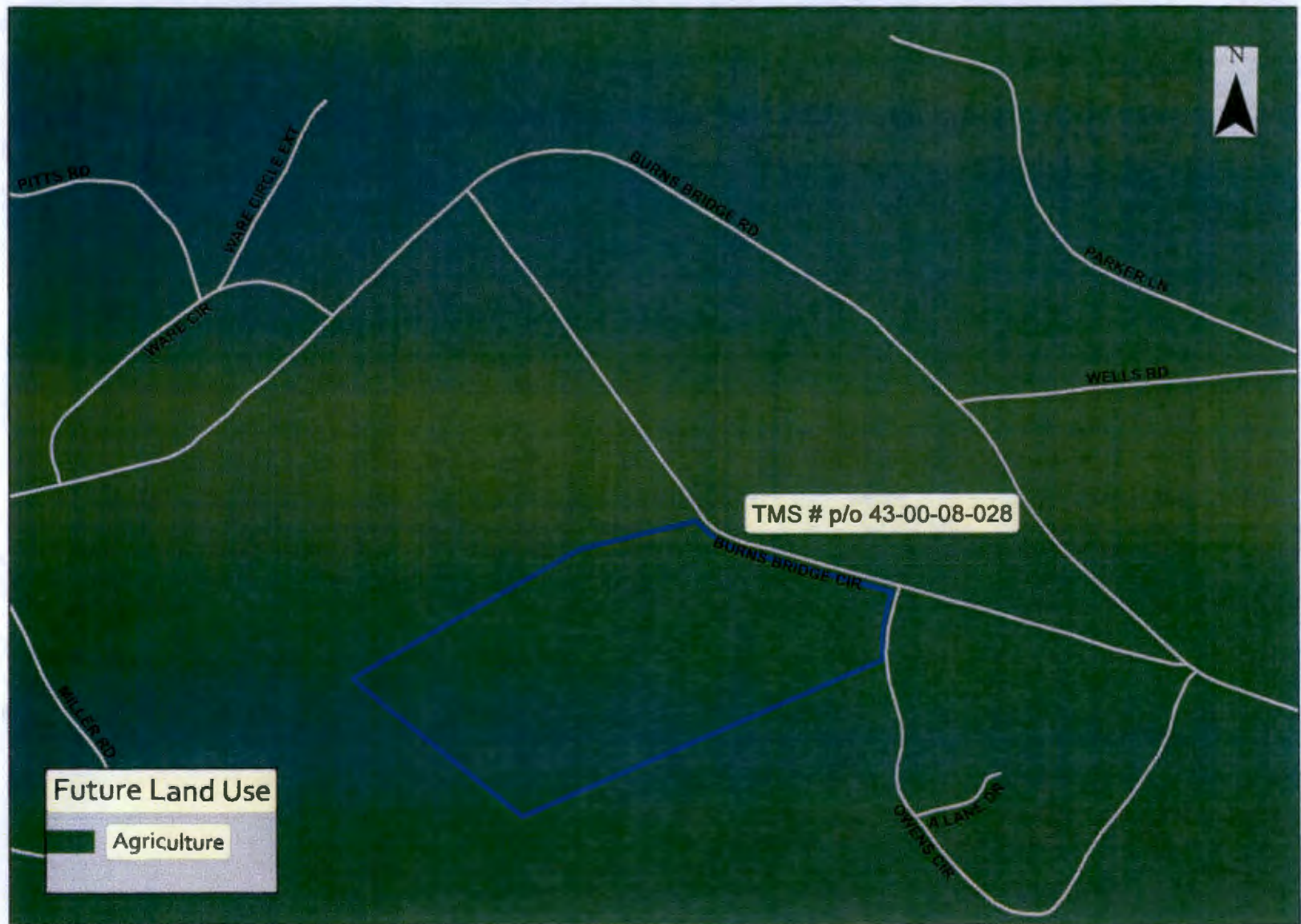
0 500 1,000 2,000 Feet



**Rezoning Request
150 Burns Bridge Circle
R-20 to R-A**

0 250 500 1,000 Feet





**Rezoning Request
150 Burns Bridge Circle
R-20 to R-A**

0 500 1,000 2,000 Feet





ORDINANCE NO. 2020-002

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE PURCHASE AGREEMENT IN AN AMOUNT NOT EXCEEDING \$2,200,000 RELATING TO THE LEASING AND PURCHASING OF SOFTWARE, THE EXECUTION OF NECESSARY DOCUMENTS AND CLOSING PAPERS, AND OTHER MATTERS RELATING THERETO.

WHEREAS, Anderson County, South Carolina (the “*County*”) is a body corporate and politic and a political subdivision of the State of South Carolina, and as such possesses all general powers granted to counties;

WHEREAS, the County is authorized to acquire and lease property by means of lease-purchase arrangements and such arrangements do not constitute debt within the meaning of the limitation set forth at Article X, Section 14, paragraph (7)(a) of the Constitution of the State of South Carolina, 1895, as amended, and shall constitute only a current expense of the County in each fiscal year;

WHEREAS, lease-purchase arrangements excluding real property and improvements and fixtures thereon do not constitute “financing agreements” for the purposes of Section 11-27-110 of the Code of Laws of South Carolina 1976, as amended, such that the amount financed would be taken into account for the purposes of determining the legality of the transaction and the amount financed;

WHEREAS, the County Council of Anderson County, the governing body of the County (the “*County Council*”), has determined that the need exists at the present time to acquire, or acquire the the use of, software and equipment, all as set forth at Exhibit A attached hereto (collectively, the “*Equipment*”). The total cost of the Equipment is estimated to be approximately \$2,676,600, of which the County anticipates financing a portion thereof, which together with costs of issuance shall not exceed \$2,200,000;

WHEREAS, the Equipment is essential to the operations of the County;

WHEREAS, the Equipment, or the right to use the Equipment, shall be acquired by and titled (if applicable) in the name of the County;

WHEREAS, the County Council has determined that it would be in the best interests of the County to acquire, or acquire the use of, the Equipment pursuant to a lease-purchase financing; and

WHEREAS, the financing of the Equipment shall be in an amount not to exceed \$2,200,000.

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

Section 1 Authorization for Lease Purchase Financing, Ratification of Prior Action

The County hereby determines to finance the acquisition of the Equipment, or the use thereof, through and pursuant to the terms of a lease purchase arrangement (the “**Financing**”) in accordance with the terms and conditions of this ordinance (this “**Ordinance**”). The County hereby ratifies and approves the actions previously taken by the County Administrator of the County (the “**County Administrator**”) and the Central Administrative Services Director/Purchasing Manager of the County to seek bids for the Financing from financial institutions and award the Financing, on a preliminary basis, to the lessor offering the most advantageous terms to the County in the discretion of the County Administrator (the “**Approved Lender**”). County Council hereby approves _____, as the Approved Lender. Should the presently contemplated Approved Lender and the County be unable to reach acceptable terms for the Financing, the County Administrator is directed to initiate negotiations and consummate the Financing with any other lessor that responded to RFP# 20-036 without the necessity of further action or authorization by County Council, and deem such lessor the Approved Lender.

Section 2 Certain Delegations to the County Administrator

The County Council hereby delegates to the County Administrator the authority to determine: (a) whether to separate the Financing into multiple transactions, (b) whether to undertake any portion of the Financing on a tax-exempt basis, (c) the amount of the Financing, including any costs of issuance associated therewith, not to exceed \$2,200,000 in the aggregate (the “**Lease Amount**”), (d) the final Lease Amount, term, closing date, and other material terms for the Financing not inconsistent with this Ordinance, (e) whether to covenant to include all Lease Payments (as defined below) due in a subject fiscal year in the corresponding proposed annual budget of the County for first reading, (f) whether to covenant to provide notice to the Approved Lender in a timely manner in the event County Council determines not to include all amounts due and owing on the Lease Amount (the “**Lease Payments**”) in the budget for a subject fiscal year, (g) under what terms to authorize the possession or transfer of the Equipment to the Approved Lender and to memorialize such terms in the Financing Documents (as defined below), and (h) under what circumstances to allow an assignment from the Approved Lender to a successor institution, provided that in no event shall such assignment result in increased Lease Payments.

Section 3 Execution and Implementation of Financing Documents

All financing contracts and all related documents for the closing of the Financing (the “**Financing Documents**”) shall be consistent with the terms provided herein. Without further authorization, the County Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Financing Documents to the Approved Lender in the name of and on behalf of the County. The County Administrator is hereby directed and authorized to hold executed copies of the Financing Documents until the conditions for delivery of the Financing Documents have been completed to his satisfaction. The Financing Documents shall be in such final form as the County Administrator shall approve, with the County Administrator’s release of any Financing Document for delivery constituting conclusive evidence of such officer’s final approval of the final form of any of the Financing Documents.

The Chairman of County Council, the Central Administrative Services Director/Purchasing Manager of the County, the Finance Manager of the County, and the Clerk to County Council are

severally authorized execute, acknowledge, and deliver such documents, and to take all such further action, as the County Administrator may consider necessary or desirable, upon advice of counsel, to carry out the Financing as contemplated by the provisions of this Ordinance. The Clerk to County Council is authorized to affix the seal of the County to any of the Financing Documents and attest thereto.

Section 4 Current Expense of the County, Subject to Non-Appropriation

Lease Payments shall be payable from an appropriation for each fiscal year and shall constitute a current expense of the County. Lease Payments required under the Financing Documents shall be and are subject to the availability and appropriation of funds in subsequent fiscal years. The Financing Documents shall include a statement to this effect.

Section 5 Tax Covenants

For any portion of the Financing which the County Administrator determines to undertake on a federally tax-exempt basis, the County Administrator may covenant on behalf of the County that the County shall not take or omit to take any action the taking or omission of which shall cause its interest payments on the Financing to be includable in the gross income for federal tax purposes of the registered owners of the Financing.

Section 6 Costs and Expenses

The County understands that certain costs of issuance are associated with the Financing and the County agrees that all such costs will be timely paid upon the closing of the Financing Documents and may be included in the Lease Amount.

Section 7 General Repealer; Severability

All prior actions of County officers in furtherance of the purposes of this Ordinance are hereby ratified, approved and confirmed. All resolutions or ordinances (or parts thereof) in conflict with this Ordinance are hereby repealed, to the extent of the conflict. To the extent any portion of this Ordinance is declared to be invalid or unenforceable by a court of competent jurisdiction, such invalid or unenforceable portions are hereby declared to be severable and the remaining portions shall continue in full force and effect.

Section 8 Effective Date

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

ORDAINED in meeting duly assembled this 3rd day of March, 2020.

ATTEST:

ANDERSON COUNTY COUNCIL

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: February 4, 2020
Second Reading: February 18, 2020
Third Reading: March 3, 2020
Public Hearing: March 3, 2020

EXHIBIT A

Project Description

Department	Description	Amount
Public Safety	Software for CAD, Civil Records, Mapping, etc.	\$ 1,206,019
Public Administration	Software for accounting, payroll and purchasing	892,086
		\$ 2,098,104

ORDINANCE NO. 2020-003

AN ORDINANCE TO AMEND SECTION 42-116 OF THE ANDERSON COUNTY, SOUTH CAROLINA CODE OF ORDINANCES SO AS TO AMEND THE DEFINITION OF MALTREATMENT AS THAT TERM APPLIES TO ANY ANIMAL OR PET; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Section 42-116 of the Anderson County, South Carolina Code of Ordinances contains a definition of maltreatment of any animal or pet;

WHEREAS, the definition of maltreatment overlaps with the substantive provision regarding ill-treatment of animals contained in Section 47-1-40 of the Code of Laws of South Carolina;

WHEREAS, the overlap of maltreatment in the County Code with ill-treatment has resulted in enforcement issues; and

WHEREAS, the Anderson County Council desires to amend the definition of maltreatment so as to eliminate the issues related to the enforcement of maltreatment of animals and pets.

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

1. Section 42-116 of the Code of Ordinances, Anderson County South Carolina is hereby amended such that the definition of maltreatment of animals or pets reads as follows:

Maltreatment. Maltreatment of any animal or pet shall consist of:

- (1) Confining any animal or pet and failing to supply sufficient quantities of wholesome food and water, or keeping any animal or pet in any enclosure without the means for wholesome exercise and change of air, or abandoning to die any animal or pet.
- (2) Failure to maintain a clean and sanitary condition, free from extreme and unreasonably objectionable odor, any and all structures, pens, yards and areas adjacent thereto wherein an animal or pet is kept.

(3) Failing to provide bedding and shelter, adequate in any given situation, to provide protection from the elements necessary to prevent death or suffering, for any animal or pet kept outdoors or in an unheated enclosure.

(4) Failing to provide necessary sustenance and shelter, veterinary care when needed to prevent suffering, and humane care and treatment.

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 3rd day of March, 2020.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Clerk to Council

1st Reading: February 4, 2020
2nd Reading: February 28, 2020
3rd Reading: March 3, 2020
Public Hearing: March 3, 2020

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

ORDINANCE NO. 2020-004

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 TO INCLUDE VERMEER MANUFACTURING, DOING BUSINESS AS VERMEER CORPORATION, AND OTHER MATTERS RELATED THERETO.

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 parcel(s) 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 the 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 described on Exhibit A, without further action by either county.

DONE in meeting duly assembled this 3rd day of March, 2020.

(SEAL)

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman,
Anderson County Council

Lacey Croegaert
Anderson County Clerk to Council

FORM APPROVED BY:

Leon C. Harmon
Anderson County Attorney

First Reading: February 4, 2020
Second Reading: February 18, 2020
Third Reading: March 3, 2020
Public Hearing: March 3, 2020

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

Vermeer Manufacturing Company, doing business as Vermeer Corporation (Project Yellow)

ALL that certain piece, parcel or tract of land containing 42.80 acres, more or less, with all improvements thereon, situate, lying and being in Grove Township, Greenville County, State of South Carolina, and lying on the East side of U.S. Highway No. 25 (Augusta Road) near the Community of Moonville, and being known and designated as Tract No. 5 on plat of property of Hattie J. Charles Estate made by W. J. Riddle, Surveyor, on the 13th day of January, 1943 and recorded in the Greenville County Register of Deeds Office in Plat Book K at Page 145.

TMS No.: **0602020101700**

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 February 4, 2020, February 18, 2020 and March 3, 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; and (ii) the public hearing for the attached ordinance was conducted by County Council at the County Council meeting of March 3, 2020.

Dated: _____, 2020

ORDINANCE NO. 2020-005

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND [PROJECT ROBO], WITH RESPECT TO SPECIAL SOURCE REVENUE CREDITS TO BE APPLIED AGAINST FEE IN LIEU OF TAX PAYMENTS RELATED TO CERTAIN INVESTMENTS IN THE COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina (the “County”) is authorized by Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended (the “Multi-County Park Act”), to enter into agreements with one or more contiguous counties for the creation and operation of joint county industrial and business parks, whereby the industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other 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, the County is authorized by Section 4-1-175 of the Multi-County Park Act to provide special source revenue credits against payments in lieu of taxes to provide reimbursement to companies in respect of investment in property, including infrastructure, improved and unimproved real estate and certain personal property consisting of machinery and equipment used in the operation of a manufacturing or commercial enterprise, within the meaning of Section 4-29-68, Code of Laws of South Carolina 1976, as amended (“Infrastructure”); and

WHEREAS, the County Council of Anderson County (“County Council”) has agreed to assist [Project Robo], a _____ company (the “Company”), in the establishment by the Company of one or more distribution/manufacturing facilities in the County (the “Project”) by (i) maintaining the Company in a joint county industrial and business park established by the County with an adjoining South Carolina county pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act (a “Park”) and (ii) pursuant to the Section 4-1-175 of the Multi-County Park Act, providing for certain special source revenue credits against payments in lieu of taxes by the Company from and with respect to the Project in qualified Infrastructure used in the establishment and operation of the Project; and

WHEREAS, the Company has represented that its combined aggregate investment in the Project is expected to be \$1,725,000, and that it will create twenty-one (21) new, full-time jobs at the Project; and

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act, the County has previously entered into or will enter into an agreement with an adjoining South Carolina county adding the Project to a Park, and pursuant to such agreement, the Company will be obligated to make or cause to be made payments

in lieu of taxes in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, the County Council has agreed, pursuant to Section 4-1-175 of the Multi-County Park Act, to provide special source revenue credit financing of the Infrastructure with respect to the Project by providing an annual forty-two (42%) percent base credit to the Company against payments in lieu of taxes for the Project in the Park (the “FILOT Payments”) for a period of thirty (30) consecutive years beginning the year following the first year which any portion of the Project is first placed in service and running through the 30th year after the first year which any portion of the Project is first placed in service; and the County Council has further agreed to provide additional special source revenue credit financing of the Infrastructure with respect to the Project by providing a seventy (70%) percent additional credit to the Company against the FILOT Payments for a period of five (5) consecutive years, and thereafter, by providing a sixty (60%) percent additional credit to the Company against the FILOT Payments for a period of ten (10) consecutive years, all as set forth more fully in the Special Source Revenue Credit Agreement between the County and the Company presented to this meeting (the “SSRC Agreement”); and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that 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; and, that the Project 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; that the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

WHEREAS, it appears that the SSRC 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.

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

Section 1. The County Administrator, for and on behalf of the County, is hereby authorized to execute and deliver the SSRC Agreement, in substantially the form attached hereto, or with such minor changes as are not materially adverse to the County and as such official shall determine and as are not inconsistent with the matters contained herein, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of the SSRC Agreement now before this meeting, and is directed to do anything otherwise necessary to effect the execution and delivery of the SSRC Agreement and the performance of all obligations of the County under and pursuant to the SSRC Agreement.

Section 2. 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 3. 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 __ 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: February 18, 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 February 18, 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

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA,

and

[PROJECT ROBO]

a _____ company

Dated as of _____, 2020

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT, dated as of _____, 2020 (the “Agreement”), between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and **[PROJECT ROBO]** a _____ company organized and existing under the laws of the State of _____ (the “Company”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized by Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure Credit Act”), to provide special source revenue credit financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying 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 machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County, all within the meaning of Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure”); and

WHEREAS, the Company will operate the Project (as defined below) on the land in the County described in Exhibit A hereto, owned by the Company (the “Land”); and

WHEREAS, the Company has represented that it intends to invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute one or more distribution/manufacturing facilities in the County (the “Project”), which will result in an expected aggregate investment of \$1,725,000 all by December 31 of the fifth (5th) year after the year in which any portion of the Project is first placed in service (the “Investment Period”); and the Company has also represented that it intends to create twenty-one (21) new, full-time jobs at the Project by the end of the Investment Period; and

WHEREAS, the County and Greenville County have established a joint county industrial and business park (the “Park”) by entering into an Agreement for Development for Joint County Industrial/Business Park (the “Park Agreement”), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 Code of Laws of South Carolina 1976 (collectively, the “Multi-County Park Act”), as amended, and will designate the Land as being included within the Park, and the County desires to cause the Park to continue to be located in the Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Infrastructure Credit Act as provided herein; and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes, or, if applicable, any negotiated payments in lieu of taxes pursuant to the Code of Laws of South Carolina 1976, as amended, including Title 4, Chapter 29 thereof (the “FILOT Act”), that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain credits to the Company in respect of the payments in lieu of taxes to be made by the Company as a result of its investment in the Infrastructure with respect to the Project, and is delivering this Agreement in furtherance thereof; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on _____, 2020, following conducting a public hearing on _____, 2020;

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

ARTICLE I

DEFINITIONS

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

"Additional Infrastructure Credits" shall mean seventy percent (70%) of the annual Fee Payments due for five (5) consecutive years, calculated and applied after payment of the amount due the non-host county under the Park Agreement and after deduction of the Base Infrastructure Credits; and thereafter, sixty percent (60%) of the annual Fee Payments due for ten (10) consecutive years, calculated and applied after payment of the amount due the non-host county under the Park Agreement and after deduction of the Base Infrastructure Credits.

"Affiliate of the Company" shall mean each of the Persons that directly or indirectly, through one or more intermediaries, owns or controls, or is controlled by or under common control with, the Company. For the purpose of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

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

"Base Infrastructure Credits" shall mean forty-two percent (42%) of the annual Fee Payments due for thirty (30) consecutive years, calculated and applied after payment of the amount due the non-host county under the Park Agreement.

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

"Company" shall have the meaning set forth with respect to such term in the recitals to this Agreement.

"Cost of the Infrastructure" shall mean to extent permitted by law, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) 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, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; (e) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the

Infrastructure; and (f) all legal, accounting and related costs properly capitalizable to the cost of the Infrastructure.

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

“*Fee Payments*” shall mean the payments in lieu of taxes made by the Company with respect to the Project by virtue of the Project’s location in (a) the Park or (b) in any joint county industrial park created by the County and a partner county pursuant to the Park Agreement qualifying under Section 4-1-170 of the Multi-County Park Act or any successor provision.

“*FILOT Act*” shall mean Title 4, Section 29, of the Code.

“*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.

“*Infrastructure Credit Act*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*Infrastructure Credits*” shall be the collective definition of the terms Additional Infrastructure Credits and Base Infrastructure Credits.

“*Investment Period*” shall mean the period commencing on January 1 of the year after the first year in which the Project is first placed into service and ending on December 31 of the fifth year after the first year in which the Project is first placed into service.

“*Investment Target*” shall mean the investment by the Company of at least \$1,725,000 in the Project.

“*Jobs Creation Minimum Requirement*” shall mean the creation of at least twenty-one (21) new, full-time, jobs at the Project with an average pay of \$37.73 per hour.

“*Land*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*Multi-County Park Act*” shall mean Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

“*Ordinance*” shall mean the ordinance enacted by the County Council on _____, 2020, authorizing the execution and delivery of this Agreement.

“*Park Agreement*” shall mean the Agreement for Development for Joint County Industrial/Business Park dated as of December 1, 2010 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 Infrastructure Credit Act to the Company hereunder.

“*Park*” shall mean (i) the joint county industrial park established pursuant to the terms of the Park 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 Act, or any successor provision, with respect to the Project.

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

"Project" shall have the meaning set forth with respect to such term in the recitals to this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the undersigned representatives of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the County is there any basis therefor.

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

(a) The Company is a _____ company duly organized, validly existing, and in good standing under the laws of the State of _____ and qualified to do business in the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(c) The Company shall use commercially reasonable efforts to cause the Investment Target and Jobs Creation Minimum Requirement to be achieved during the Investment Period.

(d) To the best knowledge of the Company, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefore.

(e) The Company agrees to reimburse the County for all reasonable expenses, including attorney's fees, to which it might be put in the review of this Agreement and in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions.

(f) The Company agrees to maintain such books and records with respect to the Project as will permit verification of the Company's compliance with the terms of this Agreement and the certifications submitted to the County pursuant to Section 3.02(c) hereof. The Company may, by clear, written designation, conspicuously marked, designate with respect to any book and records delivered or made available 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 release information which has been designated as confidential or proprietary by the Company.

SECTION 2.03. Covenants of the County.

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

(b) In the event of the termination of the Park Agreement prior to December 31, 2035, the County agrees to use its best reasonable efforts to cause the Project, at the Company's expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Infrastructure Credit shall be payable under this Agreement.

(c) The County covenants that it will from time to time, at the request and expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning

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

ARTICLE III

INFRASTRUCTURE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure.

The Company shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

SECTION 3.02. Base Infrastructure Credits; Additional Infrastructure Credits.

(a) In order to reimburse the Company for a portion of the Cost of the Infrastructure with respect to the Project, commencing with the annual Fee Payment to be first payable on or before the January 15th immediately following the year immediately following the first year in which any portion of the Project is first placed in service, the County shall provide to the Company Base Infrastructure Credits for a period of thirty (30) consecutive years in an amount equal to forty-two percent (42%) of that portion of Fee 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 Park Agreement.

(b) In addition to the Base Infrastructure Credits, the County shall also provide Additional Infrastructure Credits against the Company's Fee Payments for a period of five (5) consecutive years in an amount equal to seventy percent (70%) of that portion of Fee 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 Park Agreement and after deduction of the Base Infrastructure Credits; and thereafter, the County shall provide Additional Infrastructure Credits for a period of ten (10) consecutive years in an amount equal to sixty percent (60%) of that portion of Fee 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 Park Agreement and after deduction of the Base Infrastructure Credits.

(c) 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 an Infrastructure Credit is taken.

(d) In no event shall the aggregate amount of all Infrastructure Credits claimed by the Company exceed the amount expended by it collectively 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 B. Further, any amount of reimbursement of the Company for Infrastructure expenditure by way of an Infrastructure Credit may not be duplicated through an infrastructure credit to the Company for the same expenditure.

(e) In the event the Company fails to meet either the Investment Target or the Jobs Creation Minimum Requirement by the end of the fifth (5th) year after the Project is placed in service, the Base

Infrastructure Credits shall continue for the remainder of the thirty (30) year term, but the Additional Infrastructure Credits of sixty percent (60%) will terminate.

(f) In the event the Company, meets the Investment Target and the Jobs Creation Minimum Requirement by the end of the sixth (6th) year after the Project is placed in service, the Additional Infrastructure Credits of sixty percent (60%) shall apply to the Project for the remainder of the 10-year period and the Base Infrastructure Credits shall continue for the remainder of the thirty (30) year term, but no lost Infrastructure Credits, if any, may be captured by the Company.

(g) As provided in Section 4-29-68 of the Code, to the extent any Infrastructure Credit is used as a payment for personal property, including machinery and equipment, 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.

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

(i) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments for the Project in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Fee Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) A copy of the Park Agreement, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(c) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that the Company will give notice of any transfer by the Company of any of its interest in this Agreement to an Affiliate of the Company, but such transfer may be done without the County's consent. A transfer to any other Person who is not an Affiliate of the Company shall require the prior written consent of the County or the subsequent ratification by the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Infrastructure Credits to the Company or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Infrastructure Credits under the Infrastructure Credit Act.

SECTION 4.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Infrastructure Credits hereunder to any other Person, except as may be required by South Carolina law.

ARTICLE V

DEFAULTS AND REMEDIES

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

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

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

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the County or the Company hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the County or the Company 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 any party may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Infrastructure Credits provided for herein have been credited to the Company.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, 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 the County and the Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement, the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Infrastructure Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

- | | | |
|-----|--|---|
| (a) | if to the County: | Anderson County
Attn: County Administrator
P.O. Box 8002
Anderson, South Carolina 29622-8002 |
| | with a copy to:
(which shall not
constitute notice
to the County) | Anderson County Attorney
P.O. Box 8002
Anderson, South Carolina 29622-8002 |
| (b) | if to the Company: | [Project Robo]
Attn: _____
_____ |

with a copy to:
(which shall not
constitute notice
to the Company)

Nexsen Pruet, LLC
55 East Camperdown Way, Suite 400
Greenville, South Carolina 29601
Attn: James K. Price

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.08. 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 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.11. Indemnity.

(a) Notwithstanding the fact that it is the intention of the parties that the County, its members, officers, elected officials, employees, servants and agents (collectively, the “Indemnified Parties”) shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the Infrastructure Credits, by reason of the execution of this Agreement, by the reason of the performance of any act requested of it by the Company, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County 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 proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Agreement by the County.

(b) Notwithstanding anything in this 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, shall survive any termination of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the Anderson County Chairman of County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and [Project Robo] has caused this Agreement to be executed by an authorized manager/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 Special Source Revenue Credit Agreement]

[PROJECT ROBO]

By: _____

Name: _____

Title: _____

[Signature page 2 to Special Source Revenue Credit Agreement]

EXHIBIT A

REAL PROPERTY DESCRIPTION

EXHIBIT B

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of [Project Robo] (the "Company"), do hereby certify in connection with the Special Source Revenue Credit Agreement dated as of _____, 2020 (the "Agreement") between Anderson County, South Carolina and the Company, as follows:

(1) As of December 31, 20____, the total amount of Infrastructure Credits received by the Company is as follows:

(a)		\$ _____
(c)	Total Infrastructure Credits received	\$ _____

(2) As of December 31, 20____, the total amount of investment in Costs of Infrastructure by the Company is not less than \$_____.

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____.

[Project Robo]

By: _____
Name: _____
Its: _____

**Anderson County Planning Commission
Staff Report
February 2020**

Applicant: Jonathan & Laini Jackson
Current Owner: Jonathan & Laini Jackson
Property Address: 1061 Asbury Park Road
Precinct: Denver-Sandy Springs
Council District: 5
TMS #(s): 045-00-04-009
Acreage: +/- 50.26
Current Zoning: R-20 (Single-Family Residential)
Requested Zoning: R-A (Residential - Agricultural)
Surrounding Zoning: North: R-20 (Single-Family Residential)
South: R-20 (Single-Family Residential 20,000 sq. ft. lot) and R-15 (Single-Family Residential 15,000 sq. ft. lot)
East: Hartwell Lake
West: R-20 (Single-Family Residential)

Evaluation: This request is to rezone the parcel of property described above from R-20 (Single-Family Residential) to R-A (Residential Agricultural). The applicant's stated purpose is a future riding academy.

The purpose of the R-A district is to provide for a full range of agricultural activities and spacious residential development.

Single-Family Residential uses are adjacent to the subject parcel. The Future Land Use Map in the County's Comprehensive Plan (2016) identifies the area as residential.

Public Outreach: Staff hereby certifies that the required public notification actions have been completed, as follows:

- January 23: Rezoning notification signs posted on subject property;
- January 23: Rezoning notification postcards sent to 163 property owners within 2,000' of the subject property;
- January 25: Planning Commission public hearing advertisement published in the *Independent-Mail*.

Public Feedback: To date, staff has received six phone call requesting more information.

Staff Recommendation: Due to the surrounding uses and its compatibility with the character of the area, staff recommends approval of this request.

Planning Commission Recommendation: The Anderson County Planning Commission met on February 11, 2020 and after a duly noted public hearing recommended **approval** of a request to rezone from R-20 to R-A. The vote was **6** in favor, **0** opposed, and **1** absent.



Rezoning Request Recommendation

2/11/2020
Date of Planning Commission Meeting

Approval
Recommendation (Approval or Denial)

Project Information

Name of Applicant: Jonathan + Laini Jackson

Property Location: 1061 Asbury Park Road

County Council District: 5 School District: 4

Total Acreage: ± 50.26 Current Land Use: res/ag

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

Purpose of Rezoning: future riding academy

Recommendation

Recommendation Rendered: _____

Reason(s) for Denial, if applicable:

- | | |
|---|--|
| <input type="checkbox"/> Compatibility with Future Land Use Map | <input type="checkbox"/> Availability of Infrastructure Support |
| <input type="checkbox"/> Compatibility with Traffic Levels | <input type="checkbox"/> Compatibility with Surrounding Properties |
| <input type="checkbox"/> Compatibility with Density Levels | <input type="checkbox"/> Use and Value of Surrounding Properties |
| <input type="checkbox"/> Other (please elaborate) : _____ | |

Explanation of Reasons: _____

Planning Commission Presiding Chairman: _____

Signature: Jane B. Jones Date: _____

Page 1 of 1

For Office Use Only:

Scheduled Commission Public Hearing Date: 2/11/2020 Planning Commission Recommendation: approval

Scheduled Council Public Hearing Date: _____ County Council Decision: _____



Rezoning Application

Anderson County Planning & Community Development

1-8-20

Date of Submission

Approved/Denied

Applicant's Information

Applicant Name:

Jonathan & Laini Jackson

Mailing Address:

1061 Asbury Park Road Anderson 29625

Telephone:

309-303-4564

Email:

laini654@yahoo.com

Owner's Information

(If Different from Applicant)

Owner Name:

Mailing Address:

Telephone:

Email:

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:

1061 Asbury Park Road Anderson 29625

Parcel Number(s)/TMS:

045-00-64-009-000

County Council District:

4 5

School District:

4

Total Acreage:

50.26

Current Land Use:

R-20 (Ag)

Requested Zoning:

R-A

Current Zoning:

R-20

Purpose of Rezoning:

Future riding academy

Are there any Private Covenants or Deed Restrictions on the ☐ Yes ☒ No

Property? If you indicated no, your signature is required.

Raini Sloan
Applicant's Signature

1-8-20

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:

* Please note: The survey reflects a second home on
1 acre. That home was demolished and our tax surveyor,
Jimmy, said that the county takes care of absorbing that
1 acre into the larger parcel and did not need a new survey.
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.

Raini Sloan
Applicant's Signature

1-8-20

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: R. Sloan

Complete Submission Date: 1-8-20

Commission Public Hearing: 2-11-20

Council Public Hearing: 3-3-20



ANDERSON COUNTY REZONING APPLICATION NARRATIVE

Please provide a narrative below, describing the proposed use of the property including, but not limited to:

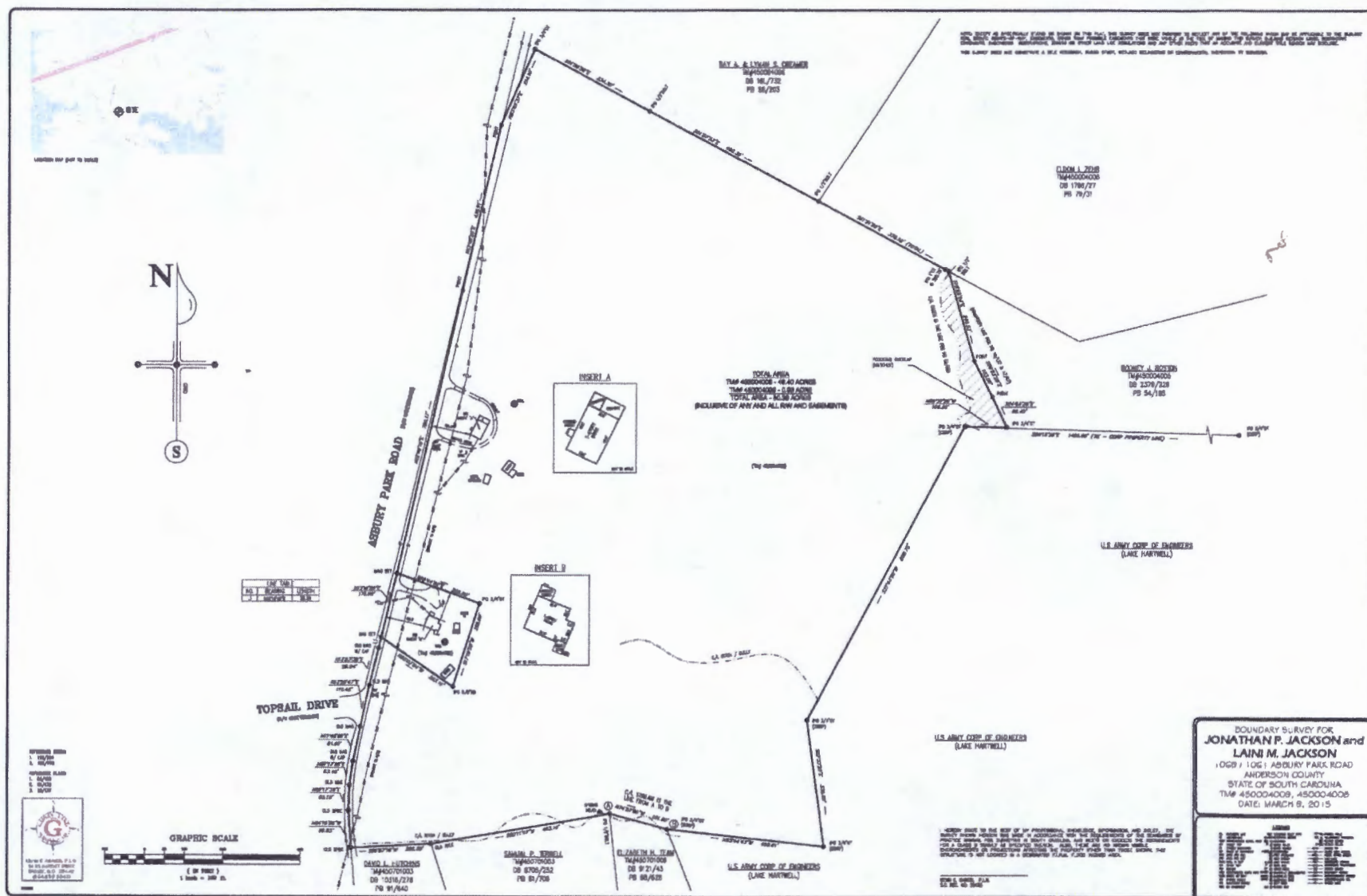
1. General description of proposed use;
2. Provisions for water and sewer;
3. Plans for protection of abutting properties, if applicable;
4. Any additional information deemed reasonable for review.

1. The purpose of this application is to have our property rezoned from the current R-20 to R-A so that we may utilize the property as a riding academy. We would like to offer riding lessons and boarding for horses.

2. We have an existing barn and riding arena with a bathroom facility.

3. N/A

4. N/A





Rezoning Request
1061 Asbury Park Road
R-20 to R-A

0 1,000 2,000 4,000 Feet



Rezoning Request
1061 Asbury Park Road
R-20 to R-A



Rezoning Request
1061 Asbury Park Road
R-20 to R-A

0 1,000 2,000 4,000 Feet



1/23/20





1/23/20

1/23/20



Resolution No. R2020-007

A RESOLUTION BY THE ANDERSON COUNTY COUNCIL EXPRESSING ITS SUPPORT FOR SECOND AMENDMENT RIGHTS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Second Amendment of the United States Constitution reads in part that, “[T]he right of the people to keep and bear arms *shall not* be infringed;” and

WHEREAS, similar language is also contained in Article I, Section 20 of the Constitution of South Carolina, which provides, in pertinent part, “A well-regulated militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed;” and

WHEREAS, Anderson County Council believes that the right of a citizen to bear arms, as stated in both the United States Constitution and the South Carolina Constitution, is a fundamental right that should be protected to the greatest degree possible; and

WHEREAS, the legislative assemblies of the several States have begun adopting measures regarding gun control and it is expected these proposed measures, which would greatly encroach on the Constitutional rights of those Citizens affected, will be introduced in the aforementioned States as part of their 2020 legislative sessions; and

WHEREAS, the Anderson County Council desires to express opposition to any law that would unconstitutionally restrict the rights under the Second Amendment of the citizens of Anderson County to keep and bear arms; and

WHEREAS, the Anderson County Council desires to express its intent to stand as a Sanctuary County for Second Amendment rights and to oppose, within the limits of the Constitutions of the United States and the State of South Carolina, any efforts to unconstitutionally restrict such rights, and to use such legal means at its disposal to protect the right of its citizens to keep and bear arms; and

WHEREAS, Anderson County Council wishes by adopting this Resolution to express its deep commitment and strong support for the rights of citizens under the Second Amendment of the United States Constitution and Article I, Section 20 of the Constitution of South Carolina, and urges the members of the South Carolina General Assembly to take no action which would violate the freedoms guaranteed in both Constitutions.

NOW, THEREFORE, BE IT RESOLVED by the Anderson County Council in meeting duly assembled that:

1. Anderson County Council hereby expresses its strong support for the rights of citizens to bear arms pursuant to the Second Amendment of the United States Constitution and Article I, Section 20 of the Constitution of South Carolina, and urges the members of the South

Carolina General Assembly and the Governor to take no action which would violate the freedoms guaranteed in both Constitutions.

2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

3. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.

4. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this 3rd day of March, 2020, in meeting duly assembled.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman

Craig Wooten, District 1

Lacey A. Croegaert
Clerk to County Council

Gracie S. Floyd, District 2

APPROVED AS TO FORM:

Ray Graham, District 3

Leon C. Harmon
County Attorney

Brett Sanders, District 4

Jimmy Davis, District 6

M. Cindy Wilson, District 7



**ANDERSON
COUNTY**
SOUTH CAROLINA

AGENDA
Planning and Public Works Committee Meeting
Wednesday, February 19, 2020 at 1:30 pm
Anderson Historic Courthouse
2nd Floor Conference Room
101 South Main Street, Anderson, South Carolina 29622
M. Cindy Wilson, Presiding

Planning/Public Works Committee

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

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: Chairman M. Cindy Wilson
2. Invocation and Pledge: Mr. Brett Sanders
3. Update on Recycling and Recyclables Mr. Greg Smith
4. Landfill requests to increase capacity by 150,000 tons Mr. Greg Smith
5. Discussion of Moratorium and Review of Infrastructure
6. Capital Improvements of 2020
7. New Business
8. Citizens Comments
9. Adjournment

Committee Members: M. Cindy Wilson, Chair
Honorable Brett Sanders
Honorable Jimmy Davis

Recycling Revenue

Aluminum: \$0.4 per pound

Cardboard: \$35 per ton

Glass:

- Clear: \$21.75 per ton
- Brown: \$14.75 per ton
- Green: \$1.75 per ton

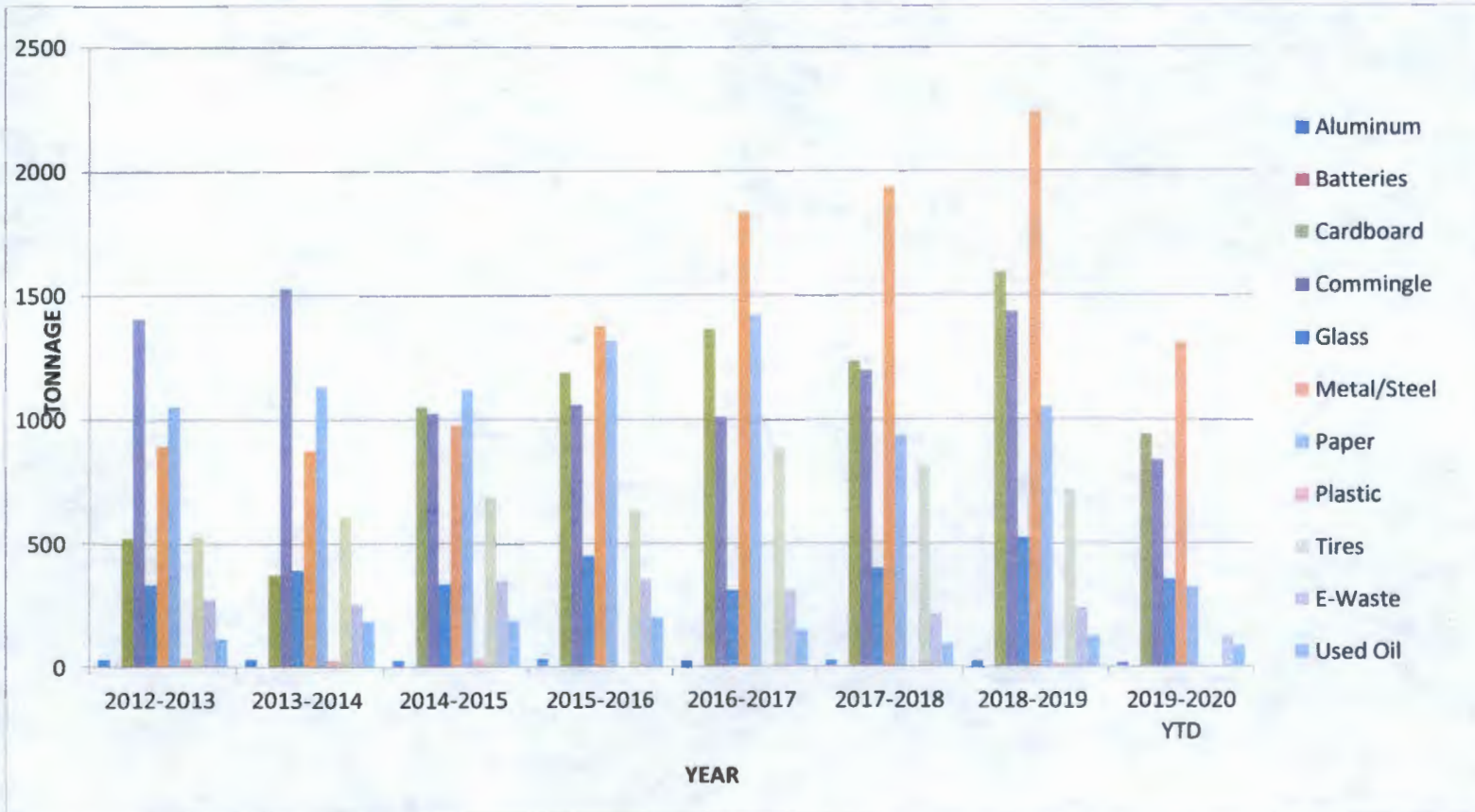
Metal: \$110 per ton

Paper: \$5.01 per ton

Plastic: \$200 per ton

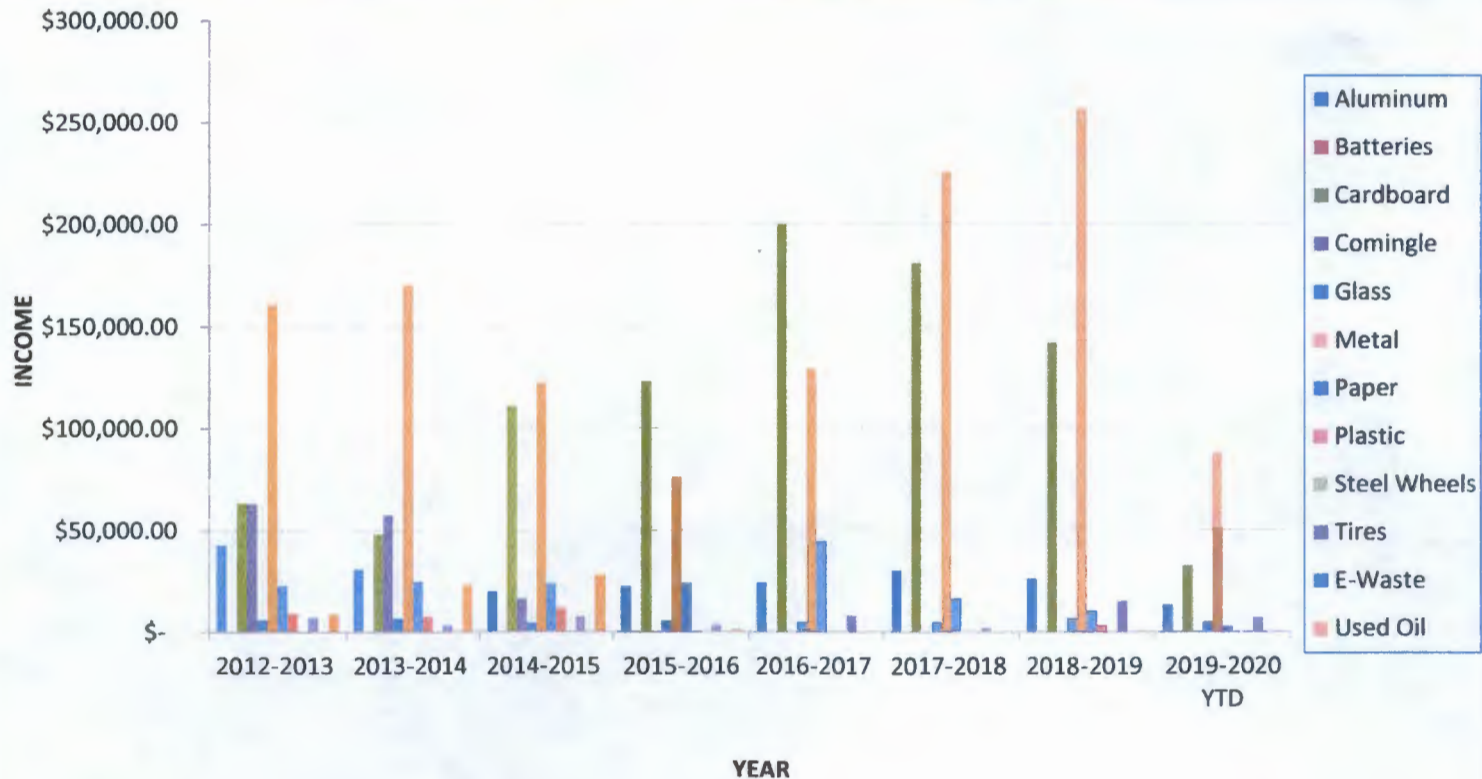
RECYCLING TONNAGE

	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020 YTD</u>
Aluminum	31.54	31.45	28.97	31.93	27.2	24	26.37	16.63
Batteries	0	0	0	0				
Cardboard	524.6	374.98	1051.53	1190.61	1364.44	1235.79	1592.05	939.89
Commingle	1406.57	1527.26	1024.27	1058.15	1009.74	1198.81	1435.67	835.64
Glass	334.76	393.74	334.28	450.87	310.76	400.17	524.18	354.84
Metal/Steel	894.24	876.72	975.39	1377.48	1836.05	1937.33	2240.28	1309.51
Paper	1052.46	1133.04	1118.48	1318.89	1420.46	934.31	1050.27	323.59
Plastic	32.8	30.71	33.17	0			15.08	
Tires	530.17	612.23	688.3	632.15	887.53	815.02	719.05	394.42
E-Waste	275.93	256.68	350.41	359.61	311.96	214.19	239.93	121.61
Used Oil	113.85	188.08	187.12	201.15	145.86	91.81	121.62	87.4
	5196.92	5424.89	5791.92	6620.84	7314	6851.43	7964.5	4383.53



RECYCLING INCOME

	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020 YTD</u>
Aluminum	\$ 42,894.40	\$ 30,908.20	\$ 20,275.50	\$ 22,351.00	\$ 24,287.20	\$ 30,067.00	\$ 26,141.40	\$ 13,125.15
Batteries	\$ -	\$ -	\$ -	\$ -	\$ -			
Cardboard	\$ 63,404.81	\$ 48,203.64	\$ 111,314.23	\$ 123,038.38	\$ 199,935.98	\$ 180,943.95	\$ 142,000.03	\$ 32,397.90
Comingle	\$ 63,050.06	\$ 57,611.94	\$ 16,556.69	\$ -	\$ -			
Glass	\$ 5,761.74	\$ 6,691.87	\$ 4,389.08	\$ 5,389.49	\$ 4,723.61	\$ 4,807.12	\$ 6,806.06	\$ 4,629.80
Metal	\$ 160,828.93	\$ 170,288.35	\$ 122,753.15	\$ 76,089.87	\$ 129,432.49	\$ 225,316.39	\$ 256,730.39	\$ 88,036.96
Paper	\$ 22,794.81	\$ 24,872.51	\$ 23,938.30	\$ 23,987.52	\$ 44,498.29	\$ 16,389.93	\$ 10,430.77	\$ 2,480.91
Plastic	\$ 9,437.95	\$ 7,788.10	\$ 11,609.50	\$ -	\$ -		\$ 3,486.38	
Steel Wheels	\$ -	\$ -	\$ -	\$ -	\$ -			
Tires	\$ 7,265.75	\$ 3,221.00	\$ 7,574.27	\$ 3,565.50	\$ 8,090.50	\$ 2,146.50	\$ 15,412.00	\$ 7,037.15
E-Waste	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 1,689.18	\$ 474.97
Used Oil	\$ 8,931.36	\$ 23,669.58	\$ 28,296.78	\$ 1,580.97	\$ 577.77	\$ 232.20	\$ 1,148.85	\$ 767.25
	\$ 384,369.81	\$ 373,255.19	\$ 346,707.50	\$ 256,002.73	\$ 411,545.84	\$ 459,903.09	\$ 463,845.06	\$ 148,950.09





MEMORANDUM

Planning & Community Development

DATE: January 6, 2020
TO: County Council
CC: Mr. Burns, County Administrator
FROM: Jeff Parkey, Planning Director
SUBJECT: Capital Improvements and Capital Maintenance Planning

Dear Chairman Dunn and Councilmembers:

The Capital Improvement Planning (CIP) process is a strategic, long-range planning and financial tool. Each year, the Planning Department requests all County departments to identify capital improvements projects of \$10,000 or more. The Planning Department compiles this information and forwards it to the Planning Commission, County Council, the Administrator, and Finance.

The CIP process is beneficial to County departments in several ways. It helps departments foresee large expenditures, allowing time for appropriate planning prior to the need. It also allows departments to better manage their workloads by having a timetable for large projects. Finally, the CIP can enable coordination of projects among departments, so as to avoid piecemeal improvements or duplication of expenses. Overall, the CIP process can help County departments maintain their continuity of service, to the greater benefit of our citizens into the future.

Also included here as a part of the overall CIP is the Capital Maintenance Plan (CMP). The CMP focuses on the maintenance and replacement of current assets so these needs can be addressed in a timely and coordinated manner.

As these CIP and CMP projections are formulated by each department, the individual department heads are prepared to discuss these requests, as needed.

From the perspective of the Planning Department, capital projections not only make us aware of upcoming budget requests and projects, but also help us see the big picture in terms of the future needs of the County. The CIP can help prioritize these needs, in terms of potential revenue sources, and also Council's goals and objectives. Finally, capital improvements planning helps to maintain steady capital funding and reduce fluctuations in funding sources, in general. Staff is happy to assist the Council in using the CIP/CMP as needed.

Respectfully,
Jeff Parkey, PhD, AICP

ANDERSON COUNTY
SOUTH CAROLINA

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Chairman, District 5

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Jimmy Davis
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Lacey Croegaert
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



Anderson County Planning Commission

David Cothran, Chair, District #5
Ed Dutton, District #1
Brad Burdette, District #3
Debbie Chapman, District #7

Jane Jones, Vice-Chair, District #6
Lonnie Murray, District #2
Will Moore, District #4

December 11, 2019

The Honorable Anderson County Council
101 South Main Street
Post Office Box 8002
Anderson, South Carolina 29622

Chairman Dunn and Members of Council:

On December 10, 2019, the Anderson County Planning Commission held a public hearing on the proposed Anderson County Capital Improvement Plan, as per SC 6-29-340(2)(e). The Planning Commission has established that this duty has been completed by Planning staff and recommends that it be forwarded to the Anderson County Council, and appropriate subcommittee for review.

Thank you for your deliberation of this important matter. We deeply appreciate the support and assistance you have provided us.

Sincerely,

A handwritten signature in dark ink, appearing to read "D. Cothran", with a long horizontal flourish extending to the right.

David Cothran, Chairman
Anderson County Planning Commission

Planning Department
401 East River Street
Post Office Box 8002
Anderson, South Carolina 29622
864-260-4720 (Telephone)
Planning@andersoncountysc.org (Email)

CIP Projects by Department	Score	Goal/ Strategy	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
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Airport

Airport Monument Sign	8	4.1					40,000	40,000
ARFF Truck Garage	14	2.2	50,000					50,000
Fuel Farm Relocation/Improvements	16	4.1		1,068,000				1,068,000
Maintenance Shed	21	4.1	40,000					40,000
Airport Master Plan	16	4.1	300,000					300,000

County Facilities

Townsend Building Generator	13	NYD	200,000					200,000
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Fleet Services

Fleet Services Facility	18	2.2	7,500,000					7,500,000
New Fuel Island (Powdersville)	11	2.2	95,000					95,000
Technician Work Truck	13	2.2	90,000					90,000

Library

New Branch Library	13	2.1			3,500,000			3,500,000
New Branch Staffing	13	2.1			100,000	185,000	195,000	480,002

PAWS

New Medical Grade Refrigerator	NYD	NYD	40,000					40,000
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Roads & Bridges

Mini Excavator	14	4.1	90,000					90,000
Trench Box	12	4.1	90,000					90,000
Surveying Equipment	14	4.1		40,000				40,000
Jet Rodder Trailer	14	4.1		100,000				100,000
Sweeper Truck	14	4.1				225,000		225,000
Pavement Marking Machine	14	4.1					100,000	100,000
Curbing Machine	14	4.1					150,000	150,000

Solid Waste

King David Convenience Center	9	2.2	105,000					105,000
Manse Jolly Convenience Center	9	2.2		105,000				105,000
MRF Tire Drop Off	16	2.2		200,000				200,000
Parker Bowie Convenience Center	12	2.2	835,000					835,000
Powdersville Convenience Center	8	2.2				715,000	1,400,000	2,115,000
Slabtown Convenience Center	9	2.2		105,000				105,000
Starr Landfill	16	2.2	500,000	200,000	200,000	200,000	200,000	1,300,000

CIP Projects by Department	Score	Goal/ Strategy	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Stormwater Management								
Civic Center Stream Restoration	10	3.1	88,000	205,000	205,000			498,000
Technical Services								
County Network Failover	NYD	NYD	16,000					16,000
Public Safety Radio System Improvement	14	2.2	2,917,040	2,754,000				5,671,040
Wastewater								
5-Mile Phase III & IV	19	6.1	500,000	3,250,000	500,000	3,250,000		7,500,000
6 & 20 WWTP	18	6.1	4,500,000					4,500,000
Exit 14	18	6.1	3,000,000	11,000,000				14,000,000
Highway 81 North Wastewater Lines	12	6.1				6,000,000		6,000,000
Hurricane Creek Pump Station Upgrade	20	6.1	800,000	1,000,000				1,800,000
Masters Blvd. Sewer Lines	15	6.1			3,500,000			3,500,000
Crestview and Highway 81 N	14	6.1	800,000					800,000

NYD - Not Yet Determined

CIP Funding for FY 2021-2025

CIP Projects by Department	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Airport	390,000	1,068,000			40,000	1,498,000
Facilities	200,000					200,000
Fleet	7,685,000					7,685,000
Library			3,600,000	185,000	195,000	3,980,000
PAWS		4,000				4,000
Roads & Bridges	180,000	40,000	100,000	225,000	250,000	795,000
Solid Waste	1,440,000	610,000	200,000	915,000	1,600,000	4,765,000
Stormwater Management	88,000	205,000	205,000			498,000
Technical Services	2,933,040	2,754,000				5,687,040
Wastewater	9,600,000	15,250,000	4,000,000	9,250,000		38,100,000
Total	22,516,040	19,931,000	8,105,000	10,575,000	2,085,000	63,212,040

CIP Total Funding Sources	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Bonds	7,500,000	11,000,000	3,500,000			22,000,000
FAA	270,000	961,200				1,231,200
General Fund	3,508,040	2,851,400	200,000	410,000	485,000	7,454,440
Revenue Bond	500,000					500,000
SC Aeronautics	15,000	53,400				68,400
Sewer Fund	2,100,000	4,250,000	4,000,000	9,250,000		19,600,000
Solid Waste Fund	940,000	610,000	200,000	200,000	200,000	2,150,000
Unknown	7,683,000	205,000	205,000	715,000	1,400,000	10,208,000
Total	22,516,040	19,931,000	8,105,000	10,575,000	2,085,000	63,212,040

[illegible]

Attachment A: Policy Recommendations and Implementation Strategies

Recommendation 1: Undertake a comprehensive economic development policy for Anderson County
Implementation Strategy 1.1: Employ innovative financial and socioeconomic programs at the local level
Implementation Strategy 1.2: Strengthen ties with local academic institutions for leveraging opportunities in the new economy
Recommendation 2: Expand cultural and recreational opportunities, quality of life and public safety efforts
Implementation Strategy 2.1: Address Library and Parks & Recreation systems' needs, facilities historic preservation
Implementation Strategy 2.2: Address public health, safety and facilities' needs, including emergency medical and fire services, detention center, solid waste and recycling
Implementation Strategy 2.3: Address quality of life issues of various demographic groups, including aging population, young professionals, veterans, residents living in concentrated poverty and those with disabilities
Recommendation 3: Enhance environmental quality and capitalize on green infrastructure and emerging energy opportunities
Implementation Strategy 3.1: Undertake additional natural resource protection and enhancement efforts
Implementation Strategy 3.2: Continue brownfields clean-up efforts
Implementation Strategy 3.3: Act upon opportunities identified by the County's "Green Infrastructure" initiative
Implementation Strategy 3.4: Prepare for solar energy opportunities
Recommendation 4: Enhance and diversify the transportation system, with a focus on connectivity
Implementation Strategy 4.1: Continue improvements to the current transportation system and prepare for emerging demands
Implementation Strategy 4.2: Link transportation with housing, economic development and land use strategies
Implementation Strategy 4.3: Enhance road capacity by implementing access management and connectivity measures.

Recommendation 5: Encourage a variety of housing types and densities where possible

Implementation Strategy 5.1: Promote infill development

Implementation Strategy 5.2: Offer market-based incentives for developing traditional neighborhoods

Implementation Strategy 5.3: Identify barriers to housing in development regulations and adjust as appropriate

Implementation Strategy 5.4: Facilitate first-time home buyer information sessions

Recommendation 6: Initiate further growth planning activities in prioritized areas

Implementation Strategy 6.1: Utilize growth management techniques in high-growth areas

Implementation Strategy 6.2: Initiate development planning for low-growth areas

Implementation Strategy 6.3: Prioritize key areas for further focused studies

Attachment B: Priority Based Criteria Groupings and Definitions

Scores	1	2	3
Consistent with County-adopted goals and plans*	Project is not included in the County's adopted long-term guiding documents	Project has a long-term (3+ years) implementation in the County's guiding documents	Project has a short-term (0-2 years) implementation in the County's guiding documents
Extent of benefit	Projects would benefit less than 25% of citizens	Project would benefit more than 25%, but less than 50% of citizens	Project would benefit more than 50% of citizens
Supports economic development and/or tourism	Project would have no impact on economic development and/or tourism	Project would have a positive, indirect impact on economic development and/or tourism	Project would have a positive, direct impact on economic development and/or tourism
Relationship with other projects	Project is not related to other projects already underway in the CIP	Project is linked to other projects in the CIP already underway, but not essential to their completion	Project is essential to the success of other projects identified in the CIP already underway
Public health and safety	Project would have no impact on existing public health and/or safety	Project would improve public health and/or safety, but is not urgent; continual need or hazard	Project addresses an immediate, continual safety hazard or public health and/or safety need
Mandates or other legal requirements	Project is not mandated or otherwise required by court order, judgement, or interlocal agreements	Project would address anticipated mandates, other legal requirements, or interlocal agreements	Project required by federal, state, or local mandates, grants, court orders, and judgements; required as part of interlocal agreement
Standard of Service	Project is not related to existing standards of service	Existing standard of service is acceptable and project will maintain this standard	Existing standard of service has deficiencies and project will improve the standard

CMP Funding for FY 2021-2025

CMP Total Funding Sources	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Abbney Foundation	60,000	50,000	30,000			140,000
C-Funds (ACTC)	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
Council Requests	2,445,000	2,300,000	1,585,000	1,585,000	1,585,000	9,500,000
FAA		1,574,100		1,300,500	471,150	3,345,750
General Fund	13,992,706	14,094,950	14,347,500	14,981,250	14,780,675	72,197,081
Grants	900,000			800,000		1,700,000
Infrastructure	1,160,555	2,272,000	1,026,000	2,610,000	100,000	7,168,555
SC Aeronautics		87,450		72,750	26,175	186,375
Sewer Fund	410,000	350,000	500,000	500,000	250,000	2,010,000
Solid Waste Fund	218,000					218,000
Stormwater	30,000	30,000	35,000	35,000	1,035,000	1,165,000
Unknown	447,680	505,200	766,000	20,000	20,000	1,758,880
Total	21,163,941	22,763,700	19,789,500	23,404,500	19,768,000	106,889,641

CMP Projects by Department	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Airport	30,000	2,649,000		5,446,000	523,500	8,648,500
ASEC	170,000					170,000
Facilities	2,650,000	1,225,000	1,350,000	775,000	1,100,000	7,100,000
Fleet	2,285,000	3,025,000	3,225,000	3,400,000	3,950,000	15,885,000
Library	520,000	865,000	185,000	150,000	185,000	1,905,000
Museum	167,680	111,200				278,880
Parks	2,840,000	2,425,000	3,500,000	1,310,000	3,510,000	13,585,000
PAWS	60,000	90,000	50,000	20,000	20,000	240,000
Planning	100,000	100,000	100,000	100,000	100,000	500,000
Roads & Bridges	10,460,555	11,072,000	9,826,000	11,410,000	8,900,000	51,668,555
Solid Waste	474,985	296,500				771,485
Stormwater Management	30,000	87,500	781,000	35,000	1,035,000	1,968,500
Technical Services	877,500	467,500	272,500	258,500	194,500	2,070,500
Voter Registration	88,221					
Wastewater	410,000	350,000	500,000	500,000	250,000	2,010,000
Total	21,163,941	22,763,700	19,789,500	23,404,500	19,768,000	106,889,641

CMP Projects by Department	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
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Airport

Asphalt Aprons Rehab - Construction				1,446,000		1,446,000
Asphalt Aprons Rehab - Design & Bid		149,000				149,000
Hangar Rehabilitation		900,000				900,000
Runway 17/35 Rehabilitation				4,000,000		4,000,000
Taxiway Alpha Rehab - Construction		1,455,000				1,455,000
Taxiway Alpha Rehab - Design & Bid		145,000				145,000
Taxiway B&C Lighting Upgrades					523,500	523,500
Self-Serve Credit Card Reader	30,000					30,000

ASEC

ADA Accessible Route between Fields 1 & 2	170,000					170,000
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County Facilities

Ag Building Roof Replacement	450,000					450,000
Economic Development Building Roof Replacement	50,000					50,000
Historic Courthouse Structural	550,000					550,000
Civic Center HVAC	1,500,000					1,500,000
DHEC Rooftop HVAC Unit	100,000					100,000
DSS Building Exterior Doors		175,000				175,000
Museum HVAC		100,000				100,000
Townsend Building Windows		250,000				250,000
Forensics Building Roof		100,000				100,000
Powdersville Library HVAC		150,000				150,000
DHEC Building Roof		450,000				450,000
Agriculture Building HVAC			750,000			750,000
Powdersville Library Roof Replacement			250,000			250,000
Old Public Safety Building Roof			350,000			350,000
DSS Building Emergency Backup Generator				100,000		100,000
Community Culture Building Roof				400,000		400,000
Courthouse Annex HVAC				175,000		175,000
Historic Courthouse Fire Alarm				100,000		100,000
Courthouse Annex Roof					400,000	400,000
Historic Courthouse HVAC					400,000	400,000
Townsend Building Roof					300,000	300,000

CMP Projects by Department	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
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Fleet Services

Fuel Island Upgrades	35,000	25,000	25,000		450,000	535,000
Fleet Replacement (County and Sheriff)	2,250,000	3,000,000	3,200,000	3,400,000	3,500,000	15,350,000

Library

Bookmobile Purchase	200,000					200,000
Carpeting Replacement	25,000	100,000	25,000	25,000	25,000	200,000
Floor Repair Main Library	200,000					200,000
HVAC Replacement	20,000	200,000	60,000	60,000	60,000	400,000
Painting Libraries	25,000		25,000		25,000	75,000
Fleet Vehicle Replacement	24,000		25,000		26,000	75,000
Furniture and Equipment Replacement	20,000	10,000	20,000	10,000	20,000	80,000
Roof Replacement Main Library		500,000				500,000
Parking Lots Resurfacing/Painting		25,000	25,000	25,000	25,000	100,000

Museum

ACM Courtyard Plaza	135,680	111,200				246,880
Accessible Front Doors	12,000					12,000
Security Cameras	20,000					20,000

Parks

ADA Review	200,000					200,000
Dolly Cooper Disc Golf Upgrades	15,000					15,000
Dolly Copper Football Field Lighting	30,000	200,000				230,000
Dolly Cooper Football Practice Field	15,000	100,000				115,000
Dolly Cooper Kayak Launch ADA Redevelopment	60,000					60,000
Dolly Cooper Master Plan	80,000					80,000
Equinox Park Parking Lot Relevel		20,000	75,000			95,000
Equinox Shelter Roof			15,000			15,000
Farmers Market Pavilion		75,000	780,000			855,000
Flat Rock Walking Track		50,000				50,000
Green Pond Landing	1,380,000	650,000	1,200,000	800,000	3,000,000	7,030,000
Haynie Park Wall Redevelopment	850,000					850,000
Lake Hartwell Courtesy Docks		20,000	20,000			40,000
Master Park and Recreation Plan	50,000					50,000
McFalls Landing Courtesy Dock and Boat Ramp	50,000	880,000				930,000
Mountain View Park Dock Replacement		60,000	550,000			610,000
Muldrow Park Wall Dock Shelter Redevelopment		70,000	400,000			470,000

CMP Projects by Department	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Safety and Hazard Tree Issues in County Parks	50,000	100,000	100,000	100,000	100,000	450,000
Saluda River 48-mile Corridor	30,000	160,000	160,000	160,000	160,000	670,000
Wellington Park Redevelopment	30,000	40,000	200,000	250,000	250,000	770,000

PAWS

Dog Park Renovations	60,000	50,000	30,000			140,000
Replace Flooring		40,000	20,000	20,000	20,000	100,000

Planning

Americans with Disabilities Act (ADA)	100,000	100,000	100,000	100,000	100,000	500,000
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Roads & Bridges

Building & Grounds Parking Lots	300,000	300,000	300,000	300,000	300,000	1,500,000
Cheddar Road Bridge Replacement	15,000	130,000	126,000			271,000
Howard McGee Road Culvert Replacement	100,000					100,000
Large Culvert Projects	150,000	60,000	100,000	60,000	100,000	470,000
Lynn Avenue Culvert Replacement	100,000					100,000
Parker Bowie Road Bridge Replacement	130,000	126,000				256,000
Pavement Condition Evaluation	500,000					500,000
Road Asphalt Surface Repair	8,500,000	8,500,000	8,500,000	8,500,000	8,500,000	42,500,000
Shackleburg Road Bridge Replacement	40,000	20,000		700,000		760,000
Simpson Road Bridge Replacement	70,000					70,000
Spearman Drive Widening	50,000	200,000				250,000
Taylor Road Bridge Replacement	50,000	50,000	250,000	250,000		600,000
Walker Road Bridge Replacement	355,555	136,000				491,555
Welpine Road/Clemson Blvd Intersection	100,000	1,400,000				1,500,000
Shackleburg Road Culvert Replacement		150,000				150,000
Liberty Road Box Culvert Replacement			100,000			100,000
Mt. Airy Church Road Reconstruction			350,000			350,000
Bowen Road Reconstruction			100,000	1,500,000		1,600,000
Hix Road Box Culvert Replacement				100,000		100,000

Solid Waste

Double Springs Park Trash Receptacles	6,390					6,390
Haynie Park Trash Receptacles	8,520					8,520
King David Convenience Center		128,500				128,500
McFalls Landing Trash Receptacles	2,130					2,130
Belton Material Recovery Facility	200,000					200,000
Muldrow Park Trash Receptacles	4,620					4,620

CMP Projects by Department	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Powdersville Recycling Center	18,000					18,000
Sandy Springs Walking Track Trash Receptacles	2,130					2,130
Timmerman, Jr. Boat Ramp Trash Receptacles	3,195					3,195
White Street Convenience Center Warehouse	230,000					230,000
Whitefield Convenience Center		168,000				168,000

Stormwater Management

Detention Pond Maintenance	30,000	30,000	35,000	35,000	35,000	165,000
Gilmer Estates Storm Drainage Repair		57,500	746,000			803,500
Old McCants Property Drainage Repair					1,000,000	1,000,000

Technical Services

Access Control and Camera Upgrades	200,000	100,000	75,000	75,000		450,000
ACSO Phone System Upgrade	100,000					100,000
County Phone System Upgrade		25,000	25,000	10,000		60,000
Network Upgrade	123,000	48,000	18,000	19,000		208,000
Personal Computer Upgrades	84,500	84,500	84,500	84,500	84,500	422,500
Server Upgrades	350,000	90,000	50,000	50,000	90,000	630,000
Google Suite	20,000	20,000	20,000	20,000	20,000	100,000
UPS at 1428		100,000				100,000

Voter Registration and Elections

Laptop Upgrades - Electronic Voter Registration List	88,221					88,221
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Wastewater

Pump Stations Rehab	410,000	350,000	500,000	500,000	250,000	2,010,000
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WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: All districts

1. Name of entity requesting recreation fund appropriation: VMD Scholarship Fund, VMD Promotions D/B/A as Crappie USA and King Kat tournament Trails
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$500.00 from each district
3. The purpose for which the funds are being requested: To give away as scholarships to the kids at our kids fishing redo at our Lake Hartwell event on 3/21/2020 at Green Pond Landing, Kids redo will be held at the Chris Taylor Memorial Park.
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. (See attached)
5. Contact Person: Vince Campisano
Mailing Address: 220 Mohawk Ave. Louisville Ky 40209
Phone Number: 502-384-5924
Email: vcampisano@crappieusa.com
6. **Statement** as to whether the entity will be providing matching funds: We give away at Least \$7000.00 Each year in kids scholarships (See attached)

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: [Signature] Print Name: Vikram Chandra Date: 2/16/2020

VMD PROMOTIONS LLC

CRAPPIE USA & KING KAT TOURNAMENT TRAILS

February 25th, 2020

To Whom it may concern,

Concerning requests for recreation fund appropriation by Anderson County, SC: VMD Promotions Inc. dba Crappie USA & King Kat Tournament Trails has in the past conducted Kid's Rodeo Fishing Tournaments in conjunction with our regular fishing tournament events during the annual season. The purpose of the Kid's Rodeo events has always been to attract and inspire young participants to engage in the lifelong sport of fishing as a means of wholesome productive activity and entertainment.

The program is designed such that any child that participates in our Kid's Rodeo events, regardless of their fishing success, will be entered into a drawing at the end of the tournament season and education Scholarships are awarded to the drawing winners totaling approximately \$7000.00 per year.

These awards are funded by VMD Scholarship Fund Inc., a Kentucky, 501-C-3 non-profit organization, with funds derived from donations generated during our regular fishing tournament events.

As an additional incentive for your community; VMD Promotions Inc. would be willing to allocate any funds appropriated by your organization to awards that would be presented only to the Kid's Rodeo participants at and during our Anderson, SC event.

Sincerely,

The Board of Directors
VMD Promotions, LLC
VMD Scholarship Fund Inc.

220 Mohawk Ave.

Louisville, KY 40209

PHONE 502-384-5924

FAX 502-384-4232

EMAIL office@kingkatusa.com

office@crappieusa.com

VMD SCHOLARSHIP FUND, INC.

General Information

Organization Number	0970917
Name	VMD SCHOLARSHIP FUND, INC.
Profit or Non-Profit	N - Non-profit
Company Type	KCO - Kentucky Corporation
Status	A - Active
Standing	G - Good
State	KY
File Date	12/19/2016
Organization Date	12/19/2016
Last Annual Report	2/3/2020
Principal Office	220 MOHAWK AVE. LOUISVILLE, KY 40209
Registered Agent	MICHAEL R. CAMPISANO 220 MOHAWK AVE. LOUISVILLE, KY 40209

Current Officers

President	VINCENT EUGENE CAMPISANO
Director	VINCENT EUGENE CAMPISANO
Director	VINCENT ANTHONY CAMPISANO
Director	MICHAEL ROSARIO CAMPISANO

Individuals / Entities listed at time of formation

Director	VINCENT E. CAMPISANO
Director	VINCENT A. CAMPISANO
Director	MICHAEL R. CAMPISANO
Incorporator	MICHAEL R. CAMPISANO

Images available online

Documents filed with the Office of the Secretary of State on September 15, 2004 or thereafter are available as scanned images or PDF documents. Documents filed prior to September 15, 2004 will become available as the images are created.

Annual Report	2/3/2020	1 page	PDF	
Annual Report	4/16/2019	1 page	PDF	
Annual Report	6/20/2018	1 page	PDF	
Annual Report	8/17/2017	1 page	PDF	
Articles of Incorporation	12/19/2016	3 pages	tiff	PDF

Assumed Names

Activity History

Filing	File Date	Effective Date	Org. Referenced
Annual report	2/3/2020 3:39:14 PM	2/3/2020 3:39:14 PM	
Annual report	4/16/2019 10:31:25 AM	4/16/2019 10:31:25 AM	
Annual report	6/20/2018 1:22:14 PM	6/20/2018 1:22:14 PM	
Annual report			