



**ANDERSON
COUNTY**
SOUTH CAROLINA

Tommy Dunn
Chairman
Council District 5

Brett Sanders
Vice Chairman
Council District 4

John B. Wright, Jr.
Council District 1

Vacant
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

**AGENDA
ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
March 16, 2020 at 6:00 PM
Anderson County Civic Center
3027 Martin Luther King Jr. Blvd.
Chairman Tommy Dunn, Presiding**

- 1. CALL TO ORDER:**
- 2. RESOLUTIONS/ PROCLAMATIONS:**
 - a. **R2021-007:** A resolution to recognize and honor the Belton-Honea Path Varsity Cheerleaders as the 2020 South Carolina State 3A Competitive Champions.
Mr. Ray Graham, Ms. M. Cindy Wilson (allotted 5 minutes)
 - b. **Proclamation:** A proclamation declaring March as Bleeding Disorders Awareness Month.
All Council members (allotted 5 minutes)

3. ADJOURNMENT:

**AGENDA
ANDERSON COUNTY
Tuesday, March 16, 2021 at 6:30pm
Anderson County Civic Center
3027 Martin Luther King Jr. Blvd.
Chairman Tommy Dunn, Presiding**

- 1. CALL TO ORDER:**
- 2. INVOCATION AND PLEDGE OF ALLEGIANCE:** Mr. Brett Sanders
- 3. APPROVAL OF MINUTES:** February 16, 2021
March 2, 2021 minutes not received
- 4. CITIZENS COMMENTS:** Agenda Matters only
- 5. ORDINANCE THIRD READING:**
 - a. **2020-039:** An ordinance to amend Section 38-359 (Flag Lots) of the Anderson County Code to further define and clarify the circumstances for the use of flag lots within Anderson County.
Chairman Tommy Dunn (allotted 5 minutes)
 - b. **2021-009:** An ordinance to amend Section 38-371 of the Code of Ordinances, Anderson County, South Carolina regarding minimum area for lots and minimum setback requirements; and other matters related thereto.
PUBLIC HEARING-THREE (3) MINUTE TIME LIMIT.
Mr. Tommy Dunn (allotted 5 minutes)
 - c. **2021-010:** An ordinance to amend Section 38-374 of the Code of Ordinances, Anderson County, South Carolina regarding setback lines for residential roads; and other matters related thereto. **PUBLIC HEARING-THREE (3) MINUTE TIME LIMIT.**
Mr. Tommy Dunn (allotted 5 minutes)
 - d. **2021-011:** An ordinance to amend Sections 38-631 and 38-634 of the Code of Ordinances, Anderson County, South Carolina so as to allow the use of piping materials and installation specifications approved by the South Carolina Department of Transportation in addition to reinforced concrete pipe; and other matters related thereto. **PUBLIC HEARING-THREE (3) MINUTE TIME LIMIT.**
Mr. Tommy Dunn (allotted 5 minutes)

- e. **2021-012:** An Ordinance to Amend Section 38-120 of the Code of Ordinances, Anderson County, South Carolina regarding setback requirements; and other matters related thereto.
PUBLIC HEARING-THREE (3) MINUTE TIME LIMIT. Mr. Tommy Dunn (allotted 5 minutes)
- f. **2021-013:** An ordinance to amend Section 38-409 of the Code of Ordinances, Anderson County, South Carolina regarding the amendment procedure for ordinances within Article III of Chapter 38 of the Code of Ordinances; and other matters related thereto. **PUBLIC HEARING-THREE (3) MINUTE TIME LIMIT.**
Mr. Tommy Dunn (allotted 5 minutes)
6. **ORDINANCE SECOND READING:**
 - a. **2021-015:** An ordinance authorizing the execution and delivery of a Fee in Lieu of Tax Agreement and an Infrastructure Finance Agreement by and between Anderson County, South Carolina and Project Switch (The "Company") with respect to certain Economic Development property in the County whereby such property will be subject to certain payments in Lieu of Taxes, and the Company will receive certain Infrastructure Credits in respect of investment in related Infrastructure. (Project Switch)
Mr. Burriss Nelson (allotted 5 minutes)
 - b. **2021-016:** An Ordinance to amend Section 38-331 of the Code of Ordinances, Anderson County, South Carolina so as to add a new subsection (g) to address the period of time of final plat approval for completion of improvements.
Chairman Tommy Dunn (allotted 5 minutes)
 - c. **2021-017:** An Ordinance to amend Section 66-43 of the Code of Ordinances, Anderson County, South Carolina so as to add a new subsection (h) to address the time period for completion of the sewer system extension.
Chairman Tommy Dunn (allotted 5 minutes)
9. **ORDINANCE FIRST READING:** None
10. **RESOLUTIONS:** None
11. **REPORT FROM THE AD-HOC COMMITTEE REVIEW:** Mr. Brett Sanders (allotted 10 minutes)
12. **SEWER CHANGE ORDER:** Mr. Robert Carroll (allotted 5 minutes)
13. **TRANFERS:** Ms. Rita Davis (allotted 5 minutes)
14. **ROAD ACCEPTANCE INTO COUNTY INVENTORY:**
 - a. **Wild Meadows Subdivision:** (District 1)
Wild Meadows Drive
15. **APPOINTMENTS:**
2 At-Large Planning Commission Members
16. **REQUESTS BY COUNCIL:** (allotted 14 minutes)
17. **ADMINISTRATORS REPORT:**
 - a. Building and Codes Report
 - b. Special Projects
 - c. Paving
 - d. Transfers
 - e. Sheriff's Report
18. **CITIZENS COMMENTS:**
19. **REMARKS FROM COUNCIL:**

20. 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.

RESOLUTION #R2021-007

**A RESOLUTION TO HONOR AND RECOGNIZE THE BELTON- HONEA
PATH VARSITY CHEERLEADERS AS THE 2020 SOUTH
CAROLINA STATE 3A COMPETITIVE CHEER CHAMPIONS;
AND OTHER MATTERS RELATED THERETO.**

Whereas, through hard work, dedication, teamwork, and precise attention to detail, under the leadership of Head Coach Stephanie Cooley Hughes and assistant coaches Missy Krieger and Makayla Anderson the BHP Varsity Cheerleaders competed in an undefeated season; and,

Whereas, on December 10, 2020 the BHP cheerleaders traveled to Brookland-Cayce High School to compete in the Upper State and Regional Cheer Championships. During the competition the team scored 320 points receiving the title of Region I and Upper State Championships and qualifying them for a chance to compete in the State Cheer Championships; and,

Whereas, on Saturday December 19, 2020, the BHP cheerleaders traveled to the Florence Center in Columbia, South Carolina to compete in the 2020 South Carolina Competitive Cheer State Championships. The team demonstrated detailed routines that displayed the team's cohesiveness, thus outperforming their competition with an overall score of 282, earning the recognition as 2020 South Carolina State 3A Competitive Cheer Champions; and,

Whereas, the Anderson County Council wishes to commend the Belton-Honea Path Varsity Cheerleaders for being outstanding ambassadors, reflecting true pride to their community and setting an example for their peers to emulate. We are extremely proud of the team winning the 2020 3A South Carolina State Competitive Cheerleading Championship. We would like to wish each of you great success in all of your future endeavors.

RESOLVED in a meeting duly assembled this 16th day of March 2021.

FOR ANDERSON COUNTY:

Tommy Dunn
District Five
ATTEST:

Ray Graham
District Three

M. Cindy Wilson
District Seven

Rusty Burns
County Administrator

Lacey Croegaert
Clerk to Council

A PROCLAMATION DECLARING MARCH 2021 AS BLEEDING DISORDERS AWARENESS MONTH IN ANDERSON COUNTY

WHEREAS, the Anderson County Council are proud to commemorate March 2021 as Bleeding Disorders Awareness Month in the state of South Carolina; and,

WHEREAS, this designation will formalize and expand upon the designation 35 years ago of March 1986 as “Hemophilia Awareness Month” by President Ronald Reagan; and,

WHEREAS, the federal Department of Health and Human Services designated March 2016 as National Bleeding Disorders Month; and,

WHEREAS, Multiple states and local governments, since 2016, have passed a proclamation/resolution declaring March as Bleeding Disorders Awareness Month; and

WHEREAS, Bleeding disorder advocates, during this month, wear a red material around their neck (e.g. leis, scarves, ties); and,

WHEREAS, These bleeding disorders, which share the inability to form a proper blood clot, are characterized by extended bleeding after injury, surgery, trauma or menstruation and can lead to significant morbidity and can be fatal if not treated effectively; and,

WHEREAS, many individuals with hemophilia became infected with HIV and Hepatitis C in the 1980s due to the contamination of the blood supply and blood products; and,

WHEREAS, this Awareness Month in Anderson County will generate greater awareness and understanding of not only hemophilia but all inheritable bleeding disorders, including von Willebrand disease—which alone impacts an estimated one percent of the U.S. population or more than 3.2 million individuals; and,

WHEREAS, this Awareness Month will foster a greater sense of community and shared purpose among individuals with all inheritable bleeding disorders; and,

WHEREAS, this Awareness Month will elevate awareness of and engagement in the inheritable bleeding disorders journey beyond our community to the general public, enabling the prevention of illness, unnecessary procedures, and disability; now.

THEREFORE, the Anderson County Council, do hereby proclaim the month of March 2021, as: **BLEEDING DISORDERS AWARENESS MONTH** in Anderson County.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
County Council

John B. Wright, Jr.
District One

Ray Graham
District Three

Brett Sanders
District Four

Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Lacey Croegaert
Clerk to Council

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
FEBRUARY 16, 2021

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
RAY GRAHAM - VIA WEBEX
JOHN WRIGHT, JR.
JIMMY DAVIS
BRETT SANDERS
M. CINDY WILSON

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 Tuesday, February 16th to order. I'd like to welcome
4 each and every one of you here today and thank y'all
5 for coming and participating in your local county
6 government.
7 At this time I'd like to ask Councilman John Wright
8 if he would lead us in the invocation and pledge of
9 allegiance. And we'll all rise, please.
10 **INVOCATION AND PLEDGE OF ALLEGIANCE BY JOHN WRIGHT**
11 TOMMY DUNN: We'd also like to point
12 out, Mr. Graham is on Zoom today and he's going to have
13 leave even on that early for another meeting he's got
14 with his work. So we're going to put his EMS contract
15 first -- Public Safety Committee report one of the
16 first things we do.
17 Mr. Graham, you there?
18 RAY GRAHAM: I am, Mr. Chairman.
19 TOMMY DUNN: Thank you. Going on,
20 first item of business will be approval of the minutes
21 of the January 19, 2021 meeting. Are there any
22 corrections to be made?
23 CINDY WILSON: Yes, sir, may I?
24 TOMMY DUNN: Ms. Wilson.
25 CINDY WILSON: On the second page and
26 the third page, and maybe further along, the names of
27 Mr. Whit Chambley and Colonel Kramer, those names were
28 misspelled, and I would just request correction there.
29 TOMMY DUNN: Anything else?
30 CINDY WILSON: That's all for January
31 19th.
32 TOMMY DUNN: Anyone else? We have a
33 motion by Ms. Wilson to make those corrections to the
34 minutes of January 19th. Do we have a second?
35 BRETT SANDERS: Second.
36 TOMMY DUNN: Is that Mr. Sanders?
37 BRETT SANDERS: Yes, sir.
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 We're moving on now to the February 2nd council
42 meeting. Any corrections to be made to it?
43 CINDY WILSON: Yes, sir, may I?
44 TOMMY DUNN: Ms. Wilson.
45 CINDY WILSON: On page 5, the mic cut
46 out on lines 25 and 26 and the comment starting at
47 except for should have included C-Funds and the
48 Anderson County Transportation Committee. And I
49 request that in the form of a motion to be put into
50 that spot.

1 TOMMY DUNN: Does anyone else have
2 anything else? Hearing none, we have a motion by Ms.
3 Wilson. Do we have a second?

4 JOHN WRIGHT: Second.

5 TOMMY DUNN: Second Mr. Wright. All
6 in favor of the motion show of hands. Opposed like
7 sign. Show the motion carries unanimously.

8 At this time we're going to be moving on to item
9 number 4, citizens comments. When Mr. Harmon calls
10 your name, please, for the record, state your name and
11 district for the record. You have three minutes, on
12 agenda items only, and please address the chair. Mr.
13 Harmon.

14 LEON HARMON: Mr. Chairman, first
15 speaker is Wesley White.

16 WESLEY WHITE: All right. Wesley
17 White, District 1. I live here in Anderson. Wanted to
18 talk about, let's see, ordinances 2021-009 through 012.
19 That's a continual attempt to change sections of the
20 ordinances regarding land use.

21 The biggest question I guess I have is what's the
22 rush? This is, you know, not the first time I've been
23 up here to talk to y'all about this. We were told we
24 would have a committee formed. That committee was
25 formed. I'm not sure what's happened to it. I've
26 talked to a couple of the members. They say no more
27 meetings have continued. You know, the point of that
28 meeting was to -- or that committee was to hash out all
29 the changes that are being proposed to the ordinances
30 instead of this piecemeal approach to changing all the
31 ordinances.

32 So what I'd like to see happen is these to be
33 either tables, put off to a later date. You know, it
34 was kind of disheartening last time where these things
35 are done and read in title only the first time so no
36 public discussion is allowed. It's really difficult to
37 have public discussion and input at the Ad Hoc
38 Committee Land Use meetings because, again, those are
39 controlled by certain, you know, requirements and
40 guidelines.

41 The committee that was formed, that was the most
42 beneficial time to where we actually were able to get
43 some really good input. However, I'm not sure why
44 those haven't continued. I'd like to see those
45 continue. I'd like to see all these continual attempts
46 at second and third readings of these ordinances
47 changes to just be delayed until, you know, we can kind
48 of attack the entire ordinance at once like we had
49 agreed to. And I thought we were kind of on that
50 process.

1 So I'd like to do that. Just recommend that y'all
2 table those ordinances at least until we can have
3 additional, you know, meetings. Thank y'all.

4 TOMMY DUNN: Mr. Harmon.

5 LEON HARMON: Next speaker is Mike
6 Settle.

7 MIKE SETTLE: Hello. Mike Settle
8 here. I'm also a member of Anderson County. I'm a
9 resident of Anderson County. I'm here also to speak
10 about item number 9 (c), (d) and (e) and (f).

11 It seems to me that the proposed changes to the
12 Code of Ordinances are meant to either slow down or
13 stifle or stop development for residential housing in
14 the upstate. And it seems to me that the recommended
15 changes are ill-advised or not well thought out. And
16 like Wesley just said, a lot of us have not had an
17 opportunity to give our input to the people who are
18 making these recommendations and these changes. And I
19 think what is going to happen if these changes are
20 adopted is that a large portion of the infrastructure,
21 the sewer infrastructure, that the taxpayers have
22 already paid for and put in place are going to be
23 under-utilized and that development in those areas
24 where the infrastructure is already in place is going
25 to be very inefficient.

26 And so if the goal is to spread development out so
27 that in the future twenty years from now, thirty years
28 from now, everybody has a very large piece of property
29 and everybody is spread out and there's no farms left
30 and there's no green space left because everybody has a
31 big lot, then that's what we're going to accomplish.

32 If the idea is to utilize the infrastructure and
33 the sewer that's already in place and to concentrate
34 people in residences where sewer is available and
35 therefore preserve some of the beautiful landscapes and
36 farms that we have, then I think we should table this
37 or forget this. Thank you very much.

38 LEON HARMON: No one else is signed
39 up, Mr. Chairman.

40 TOMMY DUNN: Thank you, Mr. Harmon.

41 Moving on now to item number 5, report from the
42 Public Safety Committee meeting held on Friday,
43 February 12, 2021, Chairman Graham. Chairman Graham,
44 you there?

45 RAY GRAHAM: I am, Mr. Chairman.
46 Thank you.

47 TOMMY DUNN: Yes, sir.

48 RAY GRAHAM: If this does not a good
49 reception, by all means Jimmy Davis or Mr. Wright can
50 cover this information. But basically what we're

1 doing, we've got an EMS RFP that's getting ready to go
2 out probably today. With that being said, I want to
3 make sure that council is aware that it is going out to
4 current providers and actually anyone else that wants
5 to put in a proposal on this. I only ask that council,
6 if you start getting phone calls with concerns on this
7 to please funnel the questions to Steve or Don. That
8 way everything can be on the same page.

9 I'm sure as this system goes through, there will be
10 different questions from council members as well as
11 some of the providers. And the biggest thing, we want
12 to make sure that all of them is getting the same
13 information.

14 Mr. Chairman, I believe everyone should have got
15 the copy of the RFP?

16 TOMMY DUNN: Yes, sir.

17 RAY GRAHAM: And providing there's no
18 questions, we'll move forward as far as getting these
19 put out today. This is not something that needs to be
20 voted on. I just wanted to share the status of this
21 and where we was at with full council.

22 TOMMY DUNN: I appreciate that, Mr.
23 Graham.

24 Does any council member have any questions or
25 comments for Chairman Graham, or is there any need for
26 us to go into executive session? This was put on
27 council for executive session for contractual matters
28 on this EMS thing because Mr. Harmon put on there for a
29 safety net. But we ain't got to have one if there's no
30 need in it.

31 JIMMY DAVIS: Mr. Chair?

32 TOMMY DUNN: Yeah, Mr. Davis.

33 JIMMY DAVIS: Just a point of clarity
34 just for everyone. If you don't know what an RFP is,
35 it's a request for proposal. And this is something
36 that the county does in many occurrences with different
37 opportunities for people to bid county business. This
38 is the fair way to do it. It covers all the bases so
39 that the request for proposal for county EMS services
40 in no way, shape or form is a slight against any
41 current provider that we have or anyone wishing to do
42 business with the county. It's just -- it's timed with
43 our contract to go out for proposal for our current and
44 any future providers to be able to bid on the county
45 EMS system by zone. And I just wanted to clarify that.
46 Thank you, Mr. Chair.

47 TOMMY DUNN: Thank you, Mr. Davis.

48 Appreciate that. We can keep this -- council has the
49 option to get this back and make some changes or keep
50 it as it is. I think the big thing is everybody just

1 trying to get the best service for the citizens of
2 Anderson County. Ms. Wilson.

3 CINDY WILSON: Just a comment that
4 there's such an ever-shifting surface to this
5 responsibility that the county has and so many working
6 parts. I wanted to thank all who are involved in
7 getting us to this point of getting these requests out,
8 Mr. Graham, Mr. McCown, Mr. Kelley, our county attorney
9 and many, many of the providers. It's a very serious
10 need in the county and so much keeps changing. It's
11 very difficult to adjust accordingly. So thank you for
12 the efforts.

13 BRETT SANDERS: Anyone else? So we can
14 move on to item number 7, third reading, 2020-046, an
15 ordinance to amend the agreement for the development of
16 a -- I don't have my glasses so I'm having a hard time
17 -- of a joint county industrial and business park, 2010
18 park, of Anderson and Greenville Counties as so to
19 enlarge the park to add United Community Bank, Project
20 Spruce. Mr. Nelson, would you like to elaborate?

21 BURRISS NELSON: Have I got a speaker,
22 microphone? Can everybody hear me?

23 BRETT SANDERS: Can't hear you, sir.

24 BURRISS NELSON: Thank you. I apologize,
25 Mr. Chairman and Mr. Vice Chairman. But this is
26 another time where we're adding a business to the
27 multi-county industrial park agreement we have with
28 Greenville. This is part of Greenville's downtown
29 redevelopment and Community -- United Community Bank.
30 It's investing 24.8 million dollars and adding two
31 hundred and twenty-seven jobs in that project. It's a
32 corporate headquarters that allows incentives, as well
33 as the opportunity for state incentives.

34 As you know, the joint Anderson/Greenville County
35 industrial park allows for Anderson county projects to
36 reap the same benefits when we have projects that are
37 locating in our county. Of course, Greenville County
38 sends its thank for assistance in this project and
39 looks forward to assisting us with our next project.
40 Thank you.

41 TOMMY DUNN: At this time we'll go
42 into a public hearing. Anyone wishing to speak to this
43 matter, please step forward, state your name and
44 district for the record. You have three minutes. This
45 is a public hearing. Anyone at all? Seeing and
46 hearing none, the public hearing will be closed. Do we
47 have a motion to put this on the floor?

48 CINDY WILSON: So moved.

49 BRETT SANDERS: So moved.

50 TOMMY DUNN: Motion Mr. Sanders;

1 second Ms. Wilson. Now discussion. Seeing and hearing
2 none, all in favor of the motion show of hands. All
3 opposed like sign. Show the motion carries
4 unanimously.

5 Now we're moving on -- we've going to go back. Mr.
6 Graham, you still with us? Mr. Graham?

7 RAY GRAHAM: I am, Mr. Chairman.

8 TOMMY DUNN: Okay. Let us know when
9 you have to step out. We're counting votes; okay? I
10 appreciate it.

11 Mr. Harmon, I'm going to backtrack just a minute.
12 We don't need to vote on this seeing it's already --
13 requests for proposal is out; right, on EMS?

14 LEON HARMON: No, we do not need to
15 vote on that, Mr. Chairman.

16 TOMMY DUNN: Thank you. Everybody
17 good? Got no questions or anything? Everybody good on
18 it and understood? Well, I appreciate it.

19 We'll be moving on. I think Mr. Sanders had to
20 step out a minute. We're going to move on now to item
21 number 7(b), 2020-048, an ordinance authorizing
22 pursuant to Chapter 44 of Title 12 and Chapter 1 of
23 Title 4, South Carolina Code of Laws, 1976, as amended,
24 the execution and delivery of an amendment to a Fee in
25 Lieu of Tax and Incentive Agreement between Anderson
26 County, South Carolina, First Quality Tissue SE, LLC
27 and its affiliates. This is Project Line 5.

28 Before we go into a public hearing, I asked Mr.
29 Nelson if he would speak to this. Mr. Nelson.

30 BURRISS NELSON: Thank you, Mr. Chairman.
31 Of course, this is just another investment opportunity
32 from First Quality, two hundred fifty million dollars,
33 adding their fifth tissue line and pushing their total
34 capital investment somewhere close to 1.8 billion
35 dollars total capital investment and bringing an
36 additional sixty jobs. It will push their total
37 employment somewhere close to nine hundred fifty jobs.
38 Thank you, sir.

39 TOMMY DUNN: Thank you. At this time
40 we'll go into a public hearing. Anyone wishing to
41 speak to this matter, again, state your name and
42 district for the record. You have three minutes.
43 Anyone at all? Seeing and hearing none, public hearing
44 will be closed. Do we have a motion to put this on the
45 floor?

46 CINDY WILSON: So moved.

47 TOMMY DUNN: Motion Ms. Wilson. Do
48 we have a second?

49 BRETT SANDERS: Second.

50 TOMMY DUNN: Second Mr. Sanders. Now

1 discussion. Anyone at all?
2 Mr. Nelson, I'd just like to say since they've come
3 to Anderson County, they're ahead of schedule, hitting
4 all their benchmarks of what they said they was going
5 to accomplish; right?
6 BURRISS NELSON: Yes, sir. They've far
7 surpassed the billion dollars. They've got four more
8 years to hit the thousand job number. I certainly
9 think they will make that.
10 TOMMY DUNN: And I also want to say
11 First Quality has been -- Mr. Burns, you correct me if
12 I'm wrong -- they have been real good for the community
13 of Anderson County in what they have done. And don't
14 want no publicity about it; behind the scenes, what
15 they've done for Anderson County.
16 RUSTY BURNS: Mr. Chairman, they have
17 donated to many, many charities in Anderson County and
18 public service agencies in Anderson County. They just
19 don't like to receive any publicity for it. They like
20 to do it, as they say, on the down low.
21 TOMMY DUNN: I just want to say, this
22 is one of the first projects that Mr. Burns and the new
23 council and Mr. Nelson was able to bring to Anderson
24 County. And at the time we done it, I said it would be
25 a game changer, and I think it really has been a game
26 changer for Anderson County. Appreciate what they've
27 done. Welcome and looking forward to many, many more.
28 And going down, folks, on Masters Boulevard where this
29 place is at, compared to what was there and what is
30 there now, it's a beautiful facility. Great to see it
31 there.
32 Anyone else? All in favor of the motion show of
33 hands. All opposed like sign. Show the motion carries
34 unanimously.
35 We're going to move on now to item number 7(c),
36 2021-002, an ordinance to amend the zoning map to
37 rezone +/- 30.00 acres from R-20 (Single-Family
38 Residential) to R-A (Residential Agricultural) located
39 at 340 Fants Grove Road, Anderson. TMS#25-00-01-016.
40 That'll be in District 4. This is the third reading on
41 this. I was going to ask Ms. Hunter, have you got
42 anything to add or anything? Mr. Sanders?
43 BRETT SANDERS: All I'd really like to
44 add is this property and the one below it that we're
45 getting ready to vote on, as well, is actually in a
46 farm area that was zoned R-20. They're utilizing it as
47 farms and this is just to change to help them follow
48 the guidelines that they need to follow.
49 TOMMY DUNN: You put that in the form
50 of a motion?

1 BRETT SANDERS: Put that in the form of
2 a motion.
3 TOMMY DUNN: Mr. Sanders has a
4 motion.
5 CINDY WILSON: Second.
6 TOMMY DUNN: We have a second Ms.
7 Wilson. Any discussion?
8 CINDY WILSON: May I?
9 TOMMY DUNN: Ms. Wilson.
10 CINDY WILSON: This is a reflection of
11 a lot of folks around the county who embrace good
12 development, but they are very, very concerned about
13 high density, poor quality development. And for those
14 here who are fussing at us about changing the lot size
15 in our upcoming ordinances, they must be reminded, go
16 look at what's going on in Greenville County way out in
17 the country on major highways, rapidly growing areas,
18 they've now got residential rural three acres.
19 Greenville County has revolted, apparently, against
20 some of that type of development. And we've had
21 enormous pressure here in our county to try to put some
22 kind of quality assurance to development so that it
23 develops nicely and in the future maintains its value
24 and appearance. Those are things to consider. Thank
25 you.
26 TOMMY DUNN: Thank you, Ms. Wilson.
27 Anyone else? All in favor of the motion show of hands.
28 Opposed like sign. Show the motion carries.
29 Moving on to item number 7(b), 2021-003, an
30 ordinance to amend the zoning map to rezone +/- 4.58
31 acres from R-20 (Single-Family Residential) to R-A
32 (Residential Agricultural) at 200 Fants Grove
33 Road. TM# 25-00-01-004. Be in District 4. Ms.
34 Hunter, anything to add?
35 ALESIA HUNTER: No, sir.
36 TOMMY DUNN: Mr. Sanders.
37 BRETT SANDERS: This is the one I
38 referenced prior.
39 TOMMY DUNN: Yes, sir. You want to
40 put this in the form of a motion to move forward?
41 BRETT SANDERS: Put that in the form of
42 a motion, please, sir.
43 CINDY WILSON: Second.
44 TOMMY DUNN: Second Ms. Wilson. Now
45 discussion? Hearing and seeing none, all in favor of
46 the motion show of hands. Opposed like sign. Show the
47 motion carries unanimously.
48 Moving on now to item number 7(e), 2021-005, an
49 ordinance to amend Section 38-66 of the Code of
50 Ordinances, Anderson County, South Carolina, to provide

1 for two At-Large Members of the Anderson County
2 Planning Commission and to establish terms of office
3 for Planning Commission members consistent with other
4 County Boards and Commissions.

5 This will be a public hearing. Anyone wishing to
6 speak to this matter, please step forward, state your
7 name and district for the record, and address the
8 chair, please. Anyone at all? Seeing and hearing
9 none, the public hearing will be closed. Do we have a
10 motion to put this forward?

11 CINDY WILSON: So moved.

12 TOMMY DUNN: Motion Ms. Wilson. Do
13 we have a second?

14 JIMMY DAVIS: Second.

15 TOMMY DUNN: Second Mr. Davis. Now
16 discussion. I want to say this will be -- if
17 agreeable, Mr. Harmon has the applications and they'll
18 be going out. I talked to our IT specialist and
19 they're going to be -- Mr. Williamson -- and put this
20 out electronically and for anybody to request one. And
21 I asked for, if suitable or agreeable to everybody, a
22 period of two weeks, starting today, and have a closing
23 date on this. And then we get our applications back
24 and I will call for a council -- all council will get a
25 copy of these to review and then we'll set up -- if
26 there's more than two, we'll be setting up sort of like
27 the delegation does. I talked to a couple of people
28 and Mr. Harmon about this and Mr. Burns, this will be a
29 -- we'll be doing a review process and interview, come
30 in and then council will vote and it'll be majority of
31 council, which will be four to put these two nominees,
32 whoever they may be, before council to vote on by full
33 council. Anybody got any -- everybody agree to that?

34 BRETT SANDERS: Yes, sir.

35 TOMMY DUNN: We're good? Anybody got
36 anything else? All in favor of the motion show of
37 hands. All opposed like sign. Show the motion carries
38 unanimously.

39 Moving on to item number (f), 7(f), 2021-008, an
40 ordinance amending in limited particulars only, the
41 Master Road List of all County Roads located in and
42 maintained by the County of Anderson, South Carolina,
43 created by Ordinance 2001-007.

44 This will be a public hearing. And what this is,
45 before we go into public hearing -- and help me out
46 here, Mr. Burns -- this is adding a road to a list that
47 was left off; right? So anyone wishing to speak to
48 this matter, please step forward and state your name
49 and district, and address the chair. It'll be a public
50 hearing. Seeing and hearing none, the public hearing

1 will be closed. Do we have a motion to more this
2 forward?

3 BRETT SANDERS: So moved.

4 TOMMY DUNN: Motion Mr. Sanders.

5 Have a second? Second Mr. Wright. Any discussion?

6 All in favor of the motion show of hands. All opposed
7 like sign. Show the motion carries unanimously.

8 Moving on now to number 8, report from the Land Use
9 Ad Hoc Committee meeting held on Monday, February 8th,
10 2021. Several topics was discussed on and talked
11 about. And we had several people from the community
12 present at this meeting. We have been having these
13 meetings. I don't any misunderstanding. If somebody
14 hasn't got the word out, we'll try to do a better job
15 with that in the future. But we have had, I think, if
16 I remember right, I could be wrong, I think it's been
17 about a total of five or six of these meetings. And a
18 whole lot hasn't come out of them, but we will continue
19 to move forward.

20 And this was -- we discussed the minimum lot size,
21 setbacks, design standards, setbacks for residential
22 roads, setback requirements for lots on front roads,
23 procedure for ordinances with the Planning Commission,
24 something we just talked about, flag lots; we discussed
25 that, putting some language -- if I'm not mistaken, Mr.
26 Harmon, flag lots, you've still got a little work to do
27 on that?

28 LEON HARMON: We have to hold a public
29 hearing on that.

30 TOMMY DUNN: Public hearing and go to
31 the Planning Commission.

32 LEON HARMON: Correct.

33 TOMMY DUNN: That's right. Summary
34 plats, there's some discussion, right now it's at seven
35 lots. We want to move it down to four. And I think in
36 our discussion we decided we needed to do some more
37 study on that. That will not be voted on. Some
38 studying, be looking at that for future things. I
39 think we had a -- staff took some things from, I
40 believe, Pickens County and Oconee County about doing
41 some private roads and being able to let the citizens
42 of Anderson County do some private roads, especially on
43 some private property such as farms and what not. Be
44 able to do that and not have to build -- if they're
45 going to build a couple of family homes, not have to
46 build to county specs as long as, like I said, what
47 Pickens and Oconee is already doing. Move that
48 forward.

49 We talked about the conservative subdivisions, and
50 we talked about doing that and discussing. We have

1 been discussing this. There still needs to be some
2 more work done on this and some language put in some
3 things, and I think some safeguards of what many of us,
4 I think have discussed and talked about is making sure
5 we go this route and somebody -- a developer chooses to
6 do this, there's some safeguards in place to make sure
7 that it would be upheld and be taken care of as far as
8 a homeowners' association or something where it
9 wouldn't fall back in the county's lap.

10 We talked about RV/tiny homes, put regulations and
11 doing some further study on that and define a
12 definition. A lot of people lump everything into one
13 category. I've had that in several citizens' comments
14 talking. RV and tiny home are two different things and
15 they're regulated by two different groups and two
16 different things. And so we want to make sure. And I
17 think some of us seen some literature this past week
18 about tiny homes and I think that's going to be -- and
19 also some RV stuff. I think that's going to be
20 something in the future that's going to be moving more
21 rapidly and hopefully we can work toward this and get a
22 handle on this.

23 That's what I've got. Does any more members, Ms.
24 Wilson, Mr. Sanders, Mr. Davis, anyone desire or have
25 any comments or anything to add?

26 CINDY WILSON: May I?

27 TOMMY DUNN: Yes, ma'am, Ms. Wilson.

28 CINDY WILSON: Briefly, this has not
29 occurred overnight. We've been working on this for
30 probably three years. The county, with the help of Ms.
31 Hunter, brought in Randal Arendt, who is a renowned
32 conservation development design expert. It was a
33 costly effort, but well worth the time and the money.
34 The sad part of that is we only had one developer that
35 I noticed that came to those meetings because
36 conservation development design, pretty much if you
37 read the materials and go look at the examples that
38 have been done, it's just done nicer. It's a greater
39 reflection of the characteristics of the property and
40 incorporating the topography and characteristics and
41 gives the developer the latitude of whatever size lot
42 DHEC would allow can be utilized within certain
43 considerations. It actually allows for greater
44 latitude and more flexibility than just going and
45 bulldozing a tract of land and plopping a bunch of slab
46 houses on it. It actually makes for a more appealing
47 neighborhood and in many cases less cost up front for
48 development and certainly a better outcome.

49 So I'm looking forward to working together on this
50 with our development community. And I am a member of

1 the Board of Realtors and I've been involved in real
2 estate for forty-six years now, both in development and
3 in sales, and plus farming. So we do have a vested
4 interest in our county, not only because we want it to
5 be the best county in the world, which I believe it is,
6 we want it to be that way for future generations. And
7 there can be low cost methods that work better for
8 development and developers and for communities. And I
9 think that's what we look forward to working with.
10 Thank you.

11 TOMMY DUNN: Thank you, Ms. Wilson.
12 Anyone else?

13 JOHN WRIGHT: Mr. Chairman, are you
14 only taking comments from committee members or all
15 council members?

16 TOMMY DUNN: All council members.

17 JOHN WRIGHT: Okay. Well, I just want
18 to say I think, you know, to Ms. Wilson's point, I
19 think it is a balancing act, and I appreciate Mr.
20 Settle and Mr. White for, you know, coming in and
21 expressing their thoughts on this.

22 One of the things I think is important to do is --
23 I don't want to say we because I've only been on
24 council for six weeks -- but one of the things I think
25 y'all have done a tremendous job of is recruiting
26 industry and economic development and jobs. And we
27 talked about First Quality knocking on the door at a
28 thousand jobs. And I think if we're going to continue
29 to make that a priority in Anderson County, it's
30 important that we also consider the element of
31 affordable housing. You know, I think that when we
32 talk about some of the restrictions that we put on
33 developers and things of that nature, a lot of times
34 those costs get passed right on through to the
35 consumer. The developer is still going to make their
36 money, otherwise they're not going to do this
37 subdivision. So I think it's important that we just
38 keep that in mind in terms of the balancing act of we
39 want to build good quality product. My grandfather was
40 a builder in this community for several years. He
41 built starter homes, you know, good quality, affordable
42 housing. I think it can be done, but I think it takes
43 everybody working together to be able to get to that
44 point.

45 So I just want to make sure that while we're going
46 through and we're imposing certain restrictions, if you
47 want to call it that, I think this is somewhat of a
48 compromise, but I think it's also important that we as
49 a council make sure that we're keeping in mind that we
50 are conscious of that in imposing restrictions and

1 costs on developers that do pass through to the
2 consumer. That's all. Thank you.

3 TOMMY DUNN: Thank you, Mr. Wright.
4 Anyone else?

5 Moving on to item number 9, 9(a), these will be
6 second readings. This is 2021-006, an ordinance to
7 amend the zoning map to rezone +/- 2.8 acres from R-20
8 (Single Family Residential) to C-2 (Commercial
9 District) located at Jackson Circle and Highway 187.
10 TM# 46-00-03-002.

11 JOHN WRIGHT: Mr. Chairman, I would
12 like to, due to a conflict of interest as a result of a
13 business relationship, I'd like to recuse myself from
14 this ordinance.

15 TOMMY DUNN: Yes, sir.
16 JOHN WRIGHT: Thank you.
17 TOMMY DUNN: Thank you. Let the
18 record show Councilman Wright has stepped away from the
19 podium and is outside when we bring this up and discuss
20 this.

21 Ms. Hunter, do you have anything you want to add on
22 this or say?

23 ALESIA HUNTER: Nothing further, Mr.
24 Chairman.

25 TOMMY DUNN: Okay. At this time
26 we'll be going into a public hearing. Anyone wishing
27 to speak to this matter, please state your name and
28 district and address the chair, please. You have three
29 minutes. Anyone at all? Anyone? Seeing and hearing
30 none, the public hearing will be closed. Do we have a
31 motion to put this on the floor?

32 BRETT SANDERS: So moved.
33 CINDY WILSON: So moved.
34 TOMMY DUNN: Motion Mr. Sanders;
35 second Ms. Wilson. Mr. Sanders, we'll open the floor
36 up for discussion; this is your district.

37 BRETT SANDERS: Mr. Chairman, these two
38 properties, 006 and 2021-007 are actually on the corner
39 of Jackson and 187. The surrounding properties are C-
40 3. And the property owners -- there's two separate
41 property owners, but both of these properties and the
42 surrounding properties are owned by the same
43 individuals that are requesting this. I have no
44 problem with it and have not had any negative input
45 from the community.

46 TOMMY DUNN: Thank you, Mr. Sanders.
47 Anyone else? All in favor of Mr. Sanders' motion show
48 of hands. Opposed like sign. Show the motion carries
49 unanimously, with Mr. Wright stepping out and recusing
50 himself. Will y'all ask Mr. Wright to step back in,

1 please.

2 We'll be moving on now to item number 9(b), 2021-
3 007, an ordinance to amend the zoning map to rezone +/-
4 0.87 acres from R-20 (Single Family Residential) to C-3
5 (Commercial District) at 103 Jackson Circle. TM# 46-
6 00-02-001. This will be in District 4. And we'll be
7 going into a public hearing on this. And just for --
8 Ms. Hunter, anything to say before we do anything?

9 ALESIA HUNTER: No, sir.

10 TOMMY DUNN: Good. We'll go into a
11 public hearing. Anyone wishing to speak to this matter
12 please step forward, state your name and district and
13 address the chair, and you have three minutes. Anyone
14 at all? Seeing and hearing none, public hearing will
15 be closed. Do we have a motion to move this forward?

16 BRETT SANDERS: So moved.

17 TOMMY DUNN: Motion Mr. Sanders. Do
18 we have a second?

19 CINDY WILSON: Second.

20 TOMMY DUNN: Second Ms. Wilson. Now
21 discussion. Mr. Sanders, I think you hit it on the
22 first time. You got anything to add? You good?

23 BRETT SANDERS: Yes, sir.

24 TOMMY DUNN: Everybody good? All in
25 favor of the motion show of hands. All opposed like
26 sign. Show the motion carries unanimously.

27 At this time I'm going to ask for about a five
28 minute break. We'll be back in about five minutes.

29 **BREAK**

30 TOMMY DUNN: Call the meeting back to
31 order. Appreciate y'all's patience on that. I had to
32 check on something.

33 At this time we're going to be moving on to item
34 number 9(c), 2021-009, an ordinance to amend Section
35 38-371 of the Code of Ordinances, Anderson County,
36 South Carolina regarding minimum area for lots and
37 minimum setback requirements; and other matters related
38 thereto.

39 What this does it takes our lots only in unzoned --
40 this is only affecting unzoned areas on sewer, ten
41 thousand square foot lots, change the setbacks on the
42 side and the rear. And what this is doing, or what
43 we're aiming to do is putting a better product out
44 there for the people of Anderson County. And I can --
45 I've talked with several people about this. In fact,
46 just had a meeting with some folks this morning about
47 it. We've got to vote on this three times for third
48 reading. We've had about five or six meetings already,
49 I said, on this. We'll have another one before the
50 third reading, make sure everybody comes.

1 I just want to say this. I've been in this
2 business my whole life, as far as in the building
3 business, and if all you're in it for as developer is
4 for a dollar, this ain't going to make you happy. None
5 of this stuff will. But if you try to do what's right
6 for the citizens of Anderson County and what's better,
7 I can, I think, defend most of this stuff. It's for a
8 better product. Some of it is for safety. Some of it
9 is for water issues. And like I said, we just talked
10 about this in February, I think February 8th meeting,
11 when this stuff come up. This stuff has been going on,
12 as Mr. Wilson said, it's been talked about now for
13 different variations of this thing what we're coming
14 down to. And as far as doing piecemeal, I've asked I
15 know at two different meetings if anybody has anything
16 to add to what we need to be doing on this thing, and I
17 ain't heard no comments about it yet or nothing. This
18 is what I and some other committee members come up --
19 out of the sections what we come up with that need to
20 be changed. And it's not to stop building in Anderson
21 County. But it is to give us a finished, better
22 product, I hope. And if we have a meeting and somebody
23 can show something better or different instead of just
24 the same ole same ole, I'm and I think the majority of
25 council is all for listening to it. But this first
26 one, like I said, is for lot sizes ten thousand square
27 feet and setbacks on the side and in the rear, changing
28 those. I put that in the form of a motion. Do I have
29 a second?

30 CINDY WILSON: Second.
31 TOMMY DUNN: Second Ms. Wilson. Open
32 the floor up for discussion.
33 CINDY WILSON: May I?
34 TOMMY DUNN: Ms. Wilson.
35 CINDY WILSON: While we're making the
36 motion to go to a slightly larger minimum lot size, the
37 other side of this is that a developer may consider
38 going with the conservation development design
39 protocols wherein they could actually go to smaller
40 lots and cluster, making it less expensive but still
41 retaining some undeveloped land around the property.
42 And they even have greater flexibility on, for example,
43 retention ponds. There's a lot to commend going to a
44 conservation development design in that you commit a
45 little more time up front and on paper before you go
46 into preliminary engineering, which is very expensive.
47 And then once that's done who would blame a developer
48 for wanting to change. It costs a lot of money to go
49 back and change.
50 So we are encouraging our real estate community to

1 look at not only the minimum lot size which will
2 increase in this ordinance, but look at the design
3 protocols that can be engaged in the conservation
4 development design system and see how that might apply
5 to you. And there are examples of these developments
6 around. I think most of them are in North Carolina.
7 One of the people who talked with us in a meeting not
8 long ago was a person who is considered the guru of
9 really tight density but high quality development. He
10 started out doing the Reedy River Plan over in
11 Greenville County and has done a good many around North
12 Carolina. And you know, while a lot of us may not
13 appreciate the higher density, we appreciate the
14 greater thought and the greater fit that those type
15 developments make into a community, making it more
16 desirable. Because there are people who want to go to
17 smaller lots and less work to keep up the landscaping
18 and so forth. There's a room for -- there's room for
19 both of that here in this county. Just want to
20 encourage us to go forward with these ideas.

21 TOMMY DUNN: Anyone else? Just let
22 the record show, Mr. Graham has had to go to his
23 meeting. He's left the meeting. Hearing none, all in
24 favor of the motion second reading show of hands. All
25 opposed like sign. Show the motion carries
26 unanimously.

27 Moving on to item number 9(d), 2021-010, an
28 ordinance to amend Section 38-374 of the Code of
29 Ordinances, Anderson County, South Carolina regarding
30 setback lines for residential roads; and matters
31 related there. Put this in the form of a motion.

32 CINDY WILSON: Second.

33 TOMMY DUNN: Second Ms. Wilson.
34 Discussion? Discussion is changing back to thirty feet
35 setting the house back. And the idea behind this is to
36 get enough driveway, hopefully, to get some -- a lot of
37 these houses are being built now, you don't have room
38 for you and your wife's car, much less you have
39 somebody come and visit. And you've got to get road --
40 they're parking in the road and emergency vehicles are
41 having trouble getting by and other things. Hopefully
42 this will help that and we'll have a better product for
43 it, setting it back, changing it from twenty to thirty
44 feet. Any more discussion? All in favor of the motion
45 show of hands. Opposed like sign. Show the motion
46 carries unanimously.

47 Moving on to item number 9(e), 2021-011, an
48 ordinance to amend Sections 38-631 and 38-634 of the
49 code of Ordinances, Anderson County, South Carolina so
50 as to allow the use of piping materials and

1 installation specifications approved by the South
2 Carolina Department of Transportation in addition to
3 reinforced concrete pipe. Put that in the form of a
4 motion. Do I have a second?

5 BRETT SANDERS: Second.

6 CINDY WILSON: Second.

7 TOMMY DUNN: Second Mr. Sanders. Now

8 discussion. What this does is gives the county the
9 right to do the same thing the state highway department
10 is doing now, using black corrugated pipe for driveway
11 pipes. Hopefully it'll make it easier to install. I
12 think we'll get a better job, what you call it. The
13 whole thing on this is making sure it's approved pipe
14 and you've got the right coverage on the top side of
15 it, have no trouble out of it. Any more discussion?
16 Hearing and seeing none, all in favor of the motion
17 show of hands. Opposed like sign. Show the motion
18 carries unanimously.

19 Now moving on to item number (f), 2021-012, an
20 ordinance to amend Section 38-120 of the Code of
21 Ordinances, Anderson County, South Carolina regarding
22 setback requirements and other matters related thereto.
23 Put this in the form of a motion.

24 CINDY WILSON: Second.

25 TOMMY DUNN: Second Ms. Wilson. Now

26 discussion. I'll start off. What this does is just
27 what we just talked about, it just puts it over --
28 cleans our book up and puts it in one section instead
29 of another one, is what this is adhering to instead of
30 having it scattered out and different things. Trying
31 to clean up some authentication of it.

32 CINDY WILSON: May I, Mr. Chairman?

33 TOMMY DUNN: Yes, ma'am.

34 CINDY WILSON: On page 2 of the

35 proposed ordinance there are some, I guess exceptions
36 for the setbacks that I wonder if we need to look at a
37 little more closely? For example, patio homes, an
38 eight foot setback shall be required on one side only.
39 Then accessory buildings, tennis courts, swimming
40 pools, etcetera, shall be located no closer than three
41 feet to the property line. Going on down there are
42 several, like kennels and pens may be located within
43 the required setback area. And going on down,
44 unenclosed steps not extending above the first floor
45 level and not closer than three feet to a property
46 line. Retaining walls. Protective hoods or overhangs
47 may extend not more than five feet into the required
48 minimum setback area. There is some flexibility there,
49 but I wonder if we might look at some of those a little
50 more carefully before we come back to the third

1 reading?

2 TOMMY DUNN: Yes, ma'am. We sure
3 can. Like I say, we'll be having a meeting before
4 third reading to hear all these people's thoughts on
5 this. Be fine. Yes, ma'am. Any more discussion? All
6 in favor of the motion show of hands. Opposed like
7 sign. Show the motion carries unanimously.

8 Moving on to item number 9(g), an ordinance to
9 amend Section 38-409 of the code of Ordinances,
10 Anderson County, South Carolina regarding the amendment
11 procedure for ordinances within Article III of Chapter
12 38 of the Code of Ordinances; and other matters related
13 thereto. Put this in the form of a motion.

14 CINDY WILSON: Second.

15 JIMMY DAVIS: Second.

16 TOMMY DUNN: Motion seconded by Mr.
17 Davis. Now discussion. I will start off. What this
18 is pertaining to is the Planning Commission. All this
19 does is stuff we talked about earlier today or other
20 things, not necessarily the approval of subdivision or
21 what not, but what this does, the language we change
22 the Code of Ordinances, instead of having to go to the
23 Planning Commission, County Council has sole authority
24 to change that with notification of the Planning
25 Commission. County Council, in my view and I think the
26 majority of council's view is, we're the ones
27 responsible, we're the ones elected by the people,
28 which will be the one ultimately making the decision,
29 and we can do it quickly instead of dragging something
30 out and going before the Planning Commission and
31 somebody that doesn't answer to the majority of the
32 people. So that's where we're coming from on this.
33 And I open the floor up for any more discussion. Any?
34 Hearing none, all in favor of the motion show of hands.
35 Opposed like sign. Show the motion carries
36 unanimously.

37 Now we'll be moving on to item number 10(a),
38 ordinance first reading, 2021-014, an ordinance
39 authorizing the execution and delivery of an amendment
40 to an existing fee in lieu of ad valorem taxes
41 agreement to provide for changes to the legal
42 description of the project for a company now identified
43 as Anderson Solar Farm, LLC and previously known to the
44 county as Project Tarpon; the amendment of the county's
45 multi-county industrial park agreement with Greenville
46 County. Mr. Burriss Nelson.

47 BURRISS NELSON: Thank you, Mr. Chairman.
48 As you know, we worked with this project under the name
49 of Project Tarpon in 2019. This is simply an ownership
50 change, as well as a five acre reduction in the project

1 size. However, we are paid property tax-wise by the
2 megawatts of delivery of power from the solar array.
3 And to my understanding that does not reduce the size
4 of the solar array. Of course, this comes to council
5 as a recommendation from the Economic Development
6 Advisory Board and my staff, as well. Thank you, sir.
7 TOMMY DUNN: Thank you, Mr. Nelson.
8 Do we have a motion to put this forward?
9 CINDY WILSON: So moved.
10 TOMMY DUNN: Motion Ms. Wilson. Have
11 a second?
12 JOHN WRIGHT: Second.
13 TOMMY DUNN: Second Mr. Wright. Now
14 discussion. Do we have any questions, comments for Mr.
15 Nelson? Everybody good? All in favor of the motion
16 show of hands. Opposed like sign. Show the motion
17 carries unanimously.
18 BURRISS NELSON: Thank you.
19 TOMMY DUNN: Thank you, Mr. Nelson.
20 There's no resolutions.
21 Moving on to item number 12, bid approval, 12(a),
22 this here will be bid number 21-028. Mr. Carroll.
23 ROBERT CARROLL: Thank you, Mr. Chair.
24 JIMMY DAVIS: Mr. Chair.
25 TOMMY DUNN: Yes, sir.
26 JIMMY DAVIS: I need to recuse myself
27 on this one.
28 TOMMY DUNN: Okay. Let the record
29 show Mr. Davis is recusing himself.
30 Go ahead, Mr. Carroll.
31 ROBERT CARROLL: Thank you, Mr. Chairman.
32 We received two bids for the three five cubic yard pre-
33 crusher units for Solid Waste Department. It'll be
34 going to the Manse Jolly Road convenience center, King
35 David and Slabtown. Staff recommends award to Baker's
36 Waste Equipment for one hundred forty-six thousand four
37 hundred twenty-four dollars and fifteen cents. And if
38 you have any technical questions about it, Greg Smith
39 is here to answer those.
40 TOMMY DUNN: Anybody got any
41 questions for Mr. Carroll or Mr. Smith? Do we have a
42 motion to put this forward?
43 CINDY WILSON: So moved.
44 TOMMY DUNN: Motion Ms. Wilson. Have
45 a second?
46 BRETT SANDERS: Second.
47 TOMMY DUNN: Second Mr. Sanders. Now
48 discussion. Mr. Smith, don't want to take the
49 spotlight away. You got anything you want to add or
50 say? You good?

1 GREG SMITH: I'm good.
2 TOMMY DUNN: Okay. Hearing nothing
3 else, all in favor of the motion show of hands. All
4 opposed like sign. Show the motion carries
5 unanimously. Will somebody ask Mr. Davis to step back
6 in the room, please.
7 We'll be moving on now to item number 12(b), bid
8 number 21-029, this is the McCants demolition. Mr.
9 Carroll.
10 ROBERT CARROLL: Thank you, Mr. Chairman.
11 This is for the demolition of what we call the east
12 wing on the back side of the property there. This has
13 already been abated a couple of years ago, so there is
14 some minor -- I think up where the buildings meet where
15 they're going to take apart, they have to take to a
16 lined landfill, but we bid it. The first number you
17 see is the sixty-seven thousand. We also asked for --
18 that's the price just to knock it down on the ground.
19 The second price you see from MAR Construction is
20 seventy-five thousand seven hundred. That's to
21 actually remove it from the property, backfill and then
22 seed it. It'll be smooth. That's what staff is
23 recommending that we do it all for a hundred forty-two
24 thousand seven hundred dollars.
25 TOMMY DUNN: Do we have a motion to
26 put this on the floor?
27 CINDY WILSON: So moved.
28 TOMMY DUNN: Motion Ms. Wilson. Do
29 we have a second?
30 JIMMY DAVIS: Second.
31 TOMMY DUNN: Second Mr. Davis. Open
32 the floor up for discussion.
33 CINDY WILSON: May I?
34 TOMMY DUNN: Ms. Wilson.
35 CINDY WILSON: Does this still -- does
36 the funding for this still come from a grant that we
37 had? Didn't we get a grant?
38 RITA DAVIS: No, ma'am, capital
39 projects.
40 CINDY WILSON: Pardon?
41 ROBERT CARROLL: Capital projects.
42 TOMMY DUNN: This was in our budget.
43 We put this in the budget, capital projects, this year.
44 CINDY WILSON: Okay. And how much more
45 will we have to do over there once it's taken down and
46 hauled off? It'll be done until a project goes onsite?
47 ROBERT CARROLL: Yeah, this is that one
48 wing. That wing is coming down and then hauled off,
49 grassed and then ---
50 TOMMY DUNN: If I may ---

1 ROBERT CARROLL: --- we're done. I mean
2 I don't know what else ---
3 CINDY WILSON: Thank you.
4 TOMMY DUNN: If I may, this part has
5 been --- I'm asking, Mr. Burns, this has been deemed
6 not to be able to be rebuild. It's falling in. It's
7 in bad shape.
8 RUSTY BURNS: Absolutely.
9 TOMMY DUNN: To clean it up and to
10 further Ms. Wilson's thing, I don't want to -- but this
11 is just that. There might be something else come up if
12 somebody else wants to do something else with the
13 building. Mr. Burns?
14 RUSTY BURNS: Mr. Chairman, this
15 project is budgeted for and we've been looking to do
16 this for two or three years. This will not affect the
17 old gym portion of McCants.
18 TOMMY DUNN: That's right.
19 RUSTY BURNS: School District 5 did
20 some heavy demolition and clean-up in that area. And
21 this building, which is going to fall down if we don't
22 do something, is just part of that.
23 TOMMY DUNN: And we've also still got
24 -- and correct me if I'm wrong, Mr. Carroll and Mr.
25 Burns, we looked at several years ago the upstairs
26 part. I mean if something was going do there and we
27 was going do something, that would take some money, is
28 what I'm getting at. This is an ongoing thing if
29 something happens out there.
30 RUSTY BURNS: Yes, sir.
31 TOMMY DUNN: Okay. Anybody got
32 anything else? All in favor of the motion show of
33 hands. All opposed like sign. Show the motion carries
34 unanimously.
35 ROBERT CARROLL: Thank you, sir.
36 TOMMY DUNN: Thank y'all.
37 We're going to move on at this time to item number
38 13, Ms. Davis, transfers.
39 RITA DAVIS: Yes, sir. Yes, Mr.
40 Chairman, there we go. Yes, sir, we're asking your
41 indulgence in taking money from our contingency fund
42 that was budgeted and we're moving it, three items, to
43 the registration and election account. Keep in mind
44 and remember they got a hundred and sixteen thousand
45 dollar grant during ouor election cycle. And they
46 bought things out of office supplies to facilitate the
47 election. And so this is just replenishing their
48 budget. So in accounting, I can't -- you know, that
49 revenue can't go against these expense accounts. So
50 this is just getting them the money back in their

1 budgetary line to spend.

2 3308 South Main Street is needing to be demolished.
3 Mr. Holcombe did not have it in his demolition account.
4 He already -- we have this scheduled for demolition, so
5 that's why we're asking for six thousand five forty in
6 that account.

7 And a hundred thousand for radios. You know, the
8 county radio system is about fourteen hundred radios
9 and they're old. You know, we purchased those radios
10 back in 2008, so they've got a lot of age on them and
11 Mr. Williamson and Adam Westmoreland are just asking
12 for some money to replenish and replace those radios as
13 they need repair and replacement. That was talked
14 about in the budget, but somehow that did not get into
15 the final budget. So that's why we're asking your
16 indulgence to let them replace some of those aging
17 radios, about twenty-five hundred a clip. So this will
18 only take care of like forty of them right now. So in
19 the coming budget years I see this being an issue, an
20 item that we'll need to provide for.

21 TOMMY DUNN: Ms. Davis, now I'm just
22 asking. I think I know the answer, but I'm going to
23 ask anyway. On the radios, our tariff money from the
24 telephones, that won't cover none of that? Is that
25 correct, on 911?

26 RITA DAVIS: It will not.

27 TOMMY DUNN: Okay.

28 CINDY WILSON: That was going to be my
29 question.

30 TOMMY DUNN: Anybody got any
31 questions or comments? Everybody good doing all of
32 these at one time? Do we have a motion?

33 JOHN WRIGHT: So moved.

34 TOMMY DUNN: Motion Mr. Wright, makes
35 a motion to move all three of these.

36 CINDY WILSON: Second.

37 TOMMY DUNN: Second Ms. Wilson. Now
38 discussion. Any further discussion? Hearing none, 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 14. At this time I make the
42 motion to go into executive session to take some legal
43 briefing from our attorney of a pending legal matter
44 involving several individuals and the Planning
45 Commission. Put that in the form of a motion.

46 CINDY WILSON: Second.

47 TOMMY DUNN: Second Ms. Wilson. All
48 in favor of the motion. All opposed like sign. Show
49 the motion carries unanimously.

50 We'll be back shortly.

EXECUTIVE SESSION

1
2 TOMMY DUNN: Make sure Ms. Wilson's
3 mic is cut on. You good, Ms. Wilson?
4 CINDY WILSON: Are we on?
5 TOMMY DUNN: You're on.
6 CINDY WILSON: May I make the motion
7 that we come out of executive session having received a
8 legal briefing regarding Anderson County Planning
9 Commission litigation covered by the attorney/client
10 privilege.
11 TOMMY DUNN: We have a motion by Ms.
12 Wilson to come out of executive session. Do we have a
13 second?
14 JIMMY DAVIS: Second.
15 TOMMY DUNN: Second Mr. Davis. All
16 in favor of the motion show of hands. All opposed like
17 sign. Show the motion carries unanimously.
18 Moving on, Mr. Sanders.
19 BRETT SANDERS: Yes, sir, I'd like to
20 make a motion. The council was briefed in executive
21 session regarding legal issues involved in the two-
22 state court case filed by Judson A.C. Beeson, Joseph M.
23 Beeson, the two Beeson companies. The case is
24 involving the Towns at Cooper Hill was mediated and a
25 mediated settlement was reached which would provide
26 benefits to the county and which would include both
27 cases in state court. The mediated settlement has been
28 recommended by the county attorney. State law requires
29 that county council approve any settlement agreement
30 reached in an appeal of the Planning Commission
31 decision. Therefore, I move that the county council
32 approve the mediated settlement of this matter. And
33 that's in the form of a motion, sir.
34 TOMMY DUNN: We have a motion by Mr.
35 Sanders. Do we have a second? Have a second? Hearing
36 none, the motion dies for lack of a second.
37 Moving on now to county council appointments. Does
38 anyone have anyone that I missed, appointments? Just
39 want to reiterate, starting after this meeting you can
40 get an application if anybody in here is interested,
41 Mr. Williamson is going to post it electronically, Mr.
42 Harmon has got them, Ms. Hunter can have some
43 applications, be on line or what not for the two at-
44 large seats on Planning Commission. This will stay
45 open approximately two weeks from today and then
46 council will move on if more than two, what not, for
47 the interview process.
48 Moving on to item number 17, requests by council
49 members. Mr. Sanders.
50 BRETT SANDERS: Nothing at this time,

1 sir.
2 TOMMY DUNN: Mr. Davis.
3 JIMMY DAVIS: Nothing at this time.
4 TOMMY DUNN: Mr. Wright.
5 JOHN WRIGHT: Nothing at this time.
6 TOMMY DUNN: Ms. Wilson.
7 CINDY WILSON: Nothing at this time.
8 Thank you.
9 TOMMY DUNN: I'd like to make a
10 request for five thousand dollars to the Belton
11 Alliance from District 3. That's from Mr. Ray Graham,
12 out of his special council district appropriation. And
13 put that in the form of a motion.
14 BRETT SANDERS: Second.
15 TOMMY DUNN: Second by Mr. Sanders.
16 Any discussion? All in favor of the motion show of
17 hands. All opposed like sign. Show the motion carries
18 unanimously.
19 No more requests.
20 Moving on to item 18, Mr. Burns.
21 RUSTY BURNS: Mr. Chairman, we have a
22 special request from the town of Starr and Councilman
23 Graham. They have a situation where they would like to
24 have a road paved, Bowie Road, Bowie Farm Road. As you
25 know, that's probably the main road in Starr. They
26 have no tax base. They're requesting assistance from
27 us for nine thousand six hundred dollars. The money
28 would come from our infrastructure fund.
29 TOMMY DUNN: We have a motion -- do
30 we have a motion to move this forward?
31 JIMMY DAVIS: So moved.
32 CINDY WILSON: Second.
33 TOMMY DUNN: Motion Mr. Davis; second
34 Ms. Wilson. Any discussion? All in favor of the
35 motion show of hands. All opposed like sign. Show the
36 motion carries unanimously.
37 Moving on to administrator's report.
38 RUSTY BURNS: Nothing at this time,
39 Mr. Chairman.
40 TOMMY DUNN: Thank you, Mr.
41 Administrator.
42 Moving on to item number 20, citizens comments.
43 Mr. Harmon.
44 LEON HARMON: No one is signed up.
45 TOMMY DUNN: No one is signed up.
46 At this time remarks from council members. Mr.
47 Davis.
48 JIMMY DAVIS: Nothing, sir.
49 TOMMY DUNN: Moving on, Mr. Sanders.
50 BRETT SANDERS: Nothing at this time.

1 TOMMY DUNN: Mr. Wright.
2 JOHN WRIGHT: Nothing at this time.
3 TOMMY DUNN: Ms. Wilson.
4 CINDY WILSON: Yes, sir, may I?
5 TOMMY DUNN: Yes, ma'am.
6 CINDY WILSON: Just wanted to give a
7 congratulations to our animal shelter. According to
8 last week's Public Works Weekly, it says for the first
9 time in PAWS history, we were able to clear the entire
10 animal shelter. It was an incredible feat to see the
11 empty runs and kennels. Don't worry, PAWS is back in
12 full force this week providing for the animals and
13 citizens of Anderson County.
14 They got a lot of animals adopted out. I do
15 continue having a concern about community cats. Poor
16 little kitties that are put back out in the wild. So
17 we'll take that up before long. Thank you.
18 TOMMY DUNN: Thank you, Ms. Wilson.
19 A couple of quick things. I want to echo Ms.
20 Wilson's sentiments on the animal shelter. I think
21 that's outstanding, especially when you think about
22 where we was at just a few short years ago to where
23 we're at today with the animal shelter. I think those
24 folks down there are doing an outstanding job.
25 And also, we will have between now and next council
26 meeting, I'll make sure the Realtor Association gets
27 it, it'll be on -- Mr. Williamson will get this out on
28 all our electronic things, Mr. Burns, to get it out as
29 far as we will have an ad hoc meeting on those issues
30 we just talked about, the Planning Commission. It'll
31 be in the afternoon, be here at the Civic Center.
32 We've just got to get a schedule and date. But it will
33 be before the next council meeting for anybody wishing
34 to come attend. And if anybody wants they can see Ms.
35 -- anybody here that's not sure they can be notified,
36 see Ms. Lacey out there, clerk to council, and she will
37 make sure that you get notified.
38 Hearing none, appreciate everybody coming out.
39 Thank you. Be adjourned.
40
41 **(MEETING ADJOURNED AT 1:32 P.M.)**

ORDINANCE NO. 2020-039

AN ORDINANCE TO AMEND SECTION 38-359 (FLAG LOTS) OF THE ANDERSON COUNTY CODE TO FURTHER DEFINE AND CLARIFY THE CIRCUMSTANCES FOR THE USE OF FLAG LOTS WITHIN ANDERSON COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council desires to further define and clarify the circumstances under which flag lots may be utilized within Anderson County; and

WHEREAS, the Anderson County Council believes the Amendments to Section 38-359 of the Anderson County Code will provide for uniform and consistent application of the standards for the use of flag lots within Anderson County.

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

1. Section 38-359 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

Sec. 38-359. Flag Lots

- (a) No More than ten percent of the lots in a subdivision containing more than 20 lots shall be flag lots. Subdivisions containing at least three and no more than 20 lots shall have a maximum of two flag lots.
- (b) No more than two pole portions of a flag lot may access a county or state road at any given location as shown in the example on Exhibit A. Flag lots must be spaced at least 125 feet apart at the point of access on a local road, at least 250 feet apart at the point of an access on a collector road, and at least 400 feet apart at the point of access on an arterial road. Each side of a road shall be separately considered for meeting the distance standards of this section.
- (c) Pole portions of a flag lot must each be a minimum of twenty feet wide, must have driveway pipe sized in accordance with section 38-631, and must have sight distances in accordance with Section 38-611.
- (d) Unless the pole portions of the flag lot contains a roadway built to county road standards, the plat for the flag lot must clearly mark the pole portion of the flag lot as a private driveway.
- (e) The pole portion of each flag shall contain a driveway sized to allow the passage of emergency vehicles.

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

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

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

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

ORDAINED in meeting duly assembled this 16th day of March, 2021.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

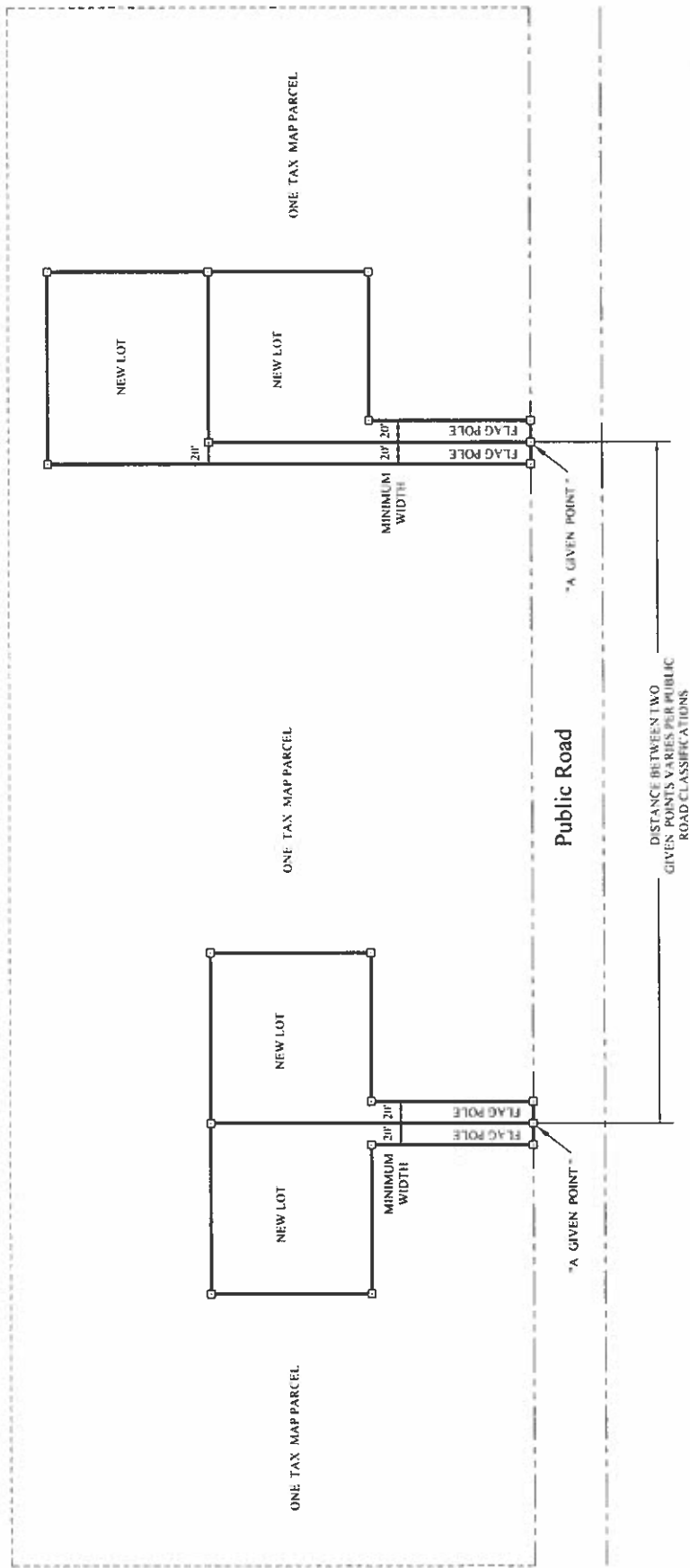
1st Reading: November 12, 2020

2nd Reading: March 2, 2021

3rd Reading: March 16, 2021

Public Hearing: March 2, 2021

EXHIBIT A



NEW LOT

NEW LOT

ONE TAX MAP PARCEL

20'

MINIMUM WIDTH

FLAG POLE

"A GIVEN POINT"

ONE TAX MAP PARCEL

NEW LOT

NEW LOT

ONE TAX MAP PARCEL

20'

MINIMUM WIDTH

FLAG POLE

"A GIVEN POINT"

Public Road

DISTANCE BETWEEN TWO GIVEN POINTS VARIES PER PUBLIC ROAD CLASSIFICATIONS

ORDINANCE NO. 2021-009

AN ORDINANCE TO AMEND SECTION 38-371 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA REGARDING MINIMUM AREA FOR LOTS AND MINIMUM SETBACK REQUIREMENTS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, land use and development standards is a matter of concern within the unincorporated areas of Anderson County;

WHEREAS, it is necessary to revise and amend the land use and development standards from time to time; and

WHEREAS, the Anderson County Council desires to amend Section 38-371 of the Code of Ordinances, Anderson County, South Carolina to better protect the health, safety, and welfare of Anderson County citizens.

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

1. Section 38-371 of the Code of Ordinances, Anderson County, South Carolina is hereby amended to read as follows:

See attached **Exhibit A**

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

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

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

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

ORDAINED in meeting duly assembled this 16th day of March, 2021.

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: February 2, 2021

2nd Reading: February 16, 2021

3rd Reading: March 16, 2021

Public Hearing: March 16, 2021

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
Anderson County Council

EXHIBIT A

Sec. 38-371. - Lot dimensions; setbacks.

- (a) The following minimum dimensions apply for lots with access to public water and sewer:
- (1) Minimum area of 10,000 sq. ft. for a single lot, when not in a zoned area of Anderson County. In zoned areas, the applicable minimum area requirements of the zoning ordinance shall apply.
 - (2) For twin home lots, the minimum combined total area of both lots must be at least 10,000 sq. ft. and each lot must have a minimum area of 5,000 sq. ft. when not in a zoned area of the county. In zoned areas, the applicable minimum area requirements of the zoning ordinance shall apply.
 - (3) Minimum width of 60 feet between side lot lines measured at the front setback line. Minimum width for corner lots shall be measured from the side road setback line, rather than the side lot line to accommodate the need for additional width on corner lots.
 - (4) Minimum depth as required to meet minimum area requirements as specified in subsection (a)(1) and (3) of this section.
 - (5) Minimum rear setback of 15 feet from rear property line for a single family residence or a twin home.
 - (6) Minimum side setback of 15 feet from the lot line shall be maintained on each side of a twin home and on both sides of a single family dwelling. Side setbacks on corner lots shall be equal to half the distance required for the front setback.
- (b) The following minimum dimensions apply for lots with access only to well and septic tank:
- (1) Minimum area of one acre for a single lot, when not in a zoned area of the county. In zoned areas, the applicable minimum area requirements of the zoning ordinance shall apply. Minimum dimensions are subject to approval of lot for septic tank by the county health department. The county health department shall notify the planning commission and the subdivider of its approval in writing. Such notification shall include, at a minimum, information sufficient for identification of the individual lot. Any area within road right of ways shall not be included in calculating the minimum acre requirement.
 - (2) For twin home lots, minimum combined total area of two acres, with each lot containing a minimum area of one acre. Any area within road right-of-ways shall not be included in calculating the minimum acre requirement. In zoned areas, the applicable minimum area requirements of the zoning ordinance shall apply.
 - (3) Minimum width of 100 feet at the building line for a single family residence.
 - (4) Minimum combined width for both lots of 150 feet at the building line for a twin home.
 - (5) Minimum side/rear setback. No residence shall be placed within 15 feet of a side or rear lot line.
- (c) The following minimum dimensions apply for lots with access to public water and septic tank:
- (1) Minimum area of 25,000 sq. ft. for a single lot, when not in a zoned area of the county. In zoned areas, the applicable minimum area requirements of the zoning ordinance shall apply. Minimum dimensions are subject to approval of lot for septic tank by the county health department. The county health department shall notify the planning commission and the subdivider of its approval in writing. Such notification shall include, at a minimum, information sufficient for identification of the individual lot. Any area within road right of ways shall not be included in calculating the minimum acre requirement.
 - (2) For twin home lots, minimum combined total area of 25,000 square feet, with each lot containing a minimum area of 11,500 square feet. Any area within road right of ways shall not be included in calculating the minimum acre requirement. In zoned areas, the applicable minimum area requirements of the zoning ordinance shall apply.
 - (3) Minimum side/rear setbacks. No residence shall be 15 feet from a side or rear lot line.
 - (4) Minimum width shall be 100 feet at the building line for a single family residence.

-
- (5) Minimum combined width for both lots of 150 feet at the building line for a twin home, with a minimum lot width for each lot of 49 feet.
-

ORDINANCE NO. 2021-010

AN ORDINANCE TO AMEND SECTION 38-374 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA REGARDING SETBACK LINES FOR RESIDENTIAL ROADS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, land use and development standards is a matter of concern within the unincorporated areas of Anderson County;

WHEREAS, it is necessary to revise and amend the land use and development standards from time to time; and

WHEREAS, the Anderson County Council desires to amend Section 38-374 of the Code of Ordinances, Anderson County, South Carolina to better protect the health, safety, and welfare of Anderson County citizens.

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

1. Section 38-374(A) of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

(a) Residential roads.

(1) Front setback. 30 feet from road right of way. (See Lot dimensions, setbacks above).

(2) Sideyard Setbacks. 15 feet from road right of way for corner lots only. (See Lot dimensions, setbacks above).

2. Section 38-374 (b) and (c) are unchanged by this Ordinance.

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

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

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

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

ORDAINED in meeting duly assembled this 16th day of March, 2021.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: February 2, 2021

2nd Reading: February 16, 2021

3rd Reading: March 16, 2021

Public Hearing: March 16, 2021

ORDINANCE NO. 2021-011

AN ORDINANCE TO AMEND SECTION 38-631 AND 38-634 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA SO AS TO ALLOW THE USE OF PIPING MATERIALS AND INSTALLATION SPECIFICATIONS APPROVED BY THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION IN ADDITION TO REINFORCED CONCRETE PIPE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, land use and development standards is a matter of concern within the unincorporated areas of Anderson County;

WHEREAS, it is necessary to revise and amend the land use and development standards from time to time; and

WHEREAS, the Anderson County Council desires to amend Section 38-631 and 38-634 of the Code of Ordinances, Anderson County, South Carolina to better protect the health, safety, and welfare of Anderson County citizens.

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

1. Section 38-631(d) of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

(d) Minimum driveway pipe size shall be 15 inches internal diameter for all driveway culverts and all pipes shall be made of reinforced concrete or a material approved by the South Carolina Department of Transportation (SCDOT) provided it can be installed to SCDOT specifications with tapered ends.

2. Section 38-634 (a) of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

(a) Minimum pipe size for any storm drain pipe shall be 15 inches of internal diameter. All pipeline materials shall be subject to approval of the County Engineer. Only reinforced concrete pipe or a material approved by the South Carolina Department of Transportation (SCDOT) provided it can be installed to DOT specifications shall be used within road right of ways. All pipelines shall be constructed in accordance with applicable sections of the SCDOT Highway Construction Manual.

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

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

remainder of this Ordinance, all of which is hereby deemed separable.

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

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

ORDAINED in meeting duly assembled this 16th day of March, 2021.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: February 2, 2021

2nd Reading: February 16, 2021

3rd Reading: March 16, 2021

Public Hearing: March 16, 2021

ORDINANCE NO. 2021-012

AN ORDINANCE TO AMEND SECTION 38-120 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA REGARDING SETBACK REQUIREMENTS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, land use and development standards is a matter of concern within the unincorporated areas of Anderson County;

WHEREAS, it is necessary to revise and amend the land use and development standards from time to time; and

WHEREAS, the Anderson County Council desires to amend Section 38-120 of the Code of Ordinances, Anderson County, South Carolina to better protect the health, safety, and welfare of Anderson County citizens.

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

1. Section 38-120 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

See Attached **Exhibit A**

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

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

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

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

ORDAINED in meeting duly assembled this 16th day of March, 2021.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: February 2, 2021

2nd Reading: February 16, 2021

3rd Reading: March 16, 2021

Public Hearing: March 16, 2021

EXHIBIT A

Sec. 38-120. - Setbacks.

- (a) Definition. A setback is a required distance between a building or building line and the nearest property line.
- (b) Purpose. The purpose of setback regulations are to ensure the provision of light and open space between structures, to accommodate future road widenings at the lowest possible cost, and to prevent the crowding of development.
- (c) Standards. All buildings and structures, including the expansion of existing buildings and structures, shall meet or exceed the following minimum setback requirements. However, fences and walls shall be allowed along the property line, unless otherwise specified by bufferyard requirements.

	Nonresidential Uses		Residential Uses	
	Principal use	Accessory use	Principal use	Accessory use
Front yard setback				
Local road	30	Note 1	30	30
Collector road	40	Note 1	40	40
Arterial road	50	Note 1	50	40
Side yard setback	15	Note 3	Note 4	Note 5
Rear yard setback	15	Note 3	15	Note 5

Notes:

- (1) Front yard setbacks for the principal use shall apply to accessory uses, except that freestanding sign structures may be located in the required setback area; provided such structures shall be no closer than five feet to any property line.
- (2) Side yard setbacks are required on one side only, except that commercial condominium projects are allowed to share interior property lines; provided that a 20-foot setback shall be required on the end units; further provided that such projects (buildings) shall not exceed 600 feet in length, parallel to the road providing principal access. Where buildings are grouped on the same lot, forming a shopping or business center, a 20-foot side yard setback shall be required on each end of the project.
- (3) Accessory uses may be located in the required setback area, but not in any required bufferyard.
- (4) a. For single mobile home dwellings, a five-foot setback shall be required on both sides.
 - b. 1. For duplexes and twin homes a setback shall be required on both sides as outlined in subdivision regulations in article III.

2. For townhouses, there shall be no minimum between units, but a 15 foot setback shall be required between the end unit and the exterior project property line and between buildings on the project site. No more than 16 units may be attached.

For patio homes, an eight foot setback shall be required on one side only, and between the end unit and the exterior project property line.
 3. For twin homes the setback shall be required on the opposite side of the common wall which splits the home. Each lot on each side of the twin home shall meet the minimum lot sizes and dimensions, of the subdivision regulations in article III.
 4. For multifamily and attached single family dwellings not covered above, a 25 foot setback shall be required between the exterior unit(s) and the exterior project property line, and between buildings on the project site.
- (5) a. Accessory buildings, tennis courts, swimming pools, and other structures may be located within the required setback area; provided said uses shall be located no closer than three feet to the property line. If located in the setback area, buildings and other structures shall not exceed one story or 15 feet in height, nor 600 square feet in gross floor area, and shall occupy no more than 30 percent of the required setback area.
 - b. Satellite dishes, ham radio towers and conventional TV antennas shall observe the minimum building setback line for the principal building to which they are accessory.
 - c. Kennels and pens may be located within the required setback area; provided the adjacent use is not residential. If the adjacent use is residential, these uses shall observe the minimum building setback line for the principal building to which they are accessory.
- (d) Measurements. Required setbacks shall be measured from the nearest property line perpendicular to the building line. Where the property line extends to the center of a road, the measurement shall be made from the road right-of-way line.
- (e) Modifications. The following modifications shall apply where applicable:
- (1) Whenever more than one main building or structure is to be located on a lot, the required setback shall be maintained around the group of buildings.
 - (2) Where a lot fronts on two nonintersecting roads, or two intersecting roads forming an angle of 60 degrees or less, front yard setbacks shall be provided on both roads.
 - (3) For corner lots a front yard setback shall be required on the road of higher classification ranked in the following order: (1) arterial, (2) collector, (3) local; or in the case of two equally classified roads, the road having the higher traffic volume. A second front yard setback of one-half the depth shall be provided on the lower classified road or the one having the lower traffic volume.
 - (4) Notwithstanding the front yard setbacks of this section, the front building line of any proposed building may be as close to the road as the average front building line of the buildings fronting on the same block and within 200 feet of the proposed use.
- (f) Projections into setback (yard) area. The following shall be permitted to project into the required setback area:
- (1) Eaves, chimneys, cornices, gutters, and other minor architectural features projecting less than 24 inches from the main building.
 - (2) Unenclosed steps not extending above the first floor level and not closer than three feet to a property line.
 - (3) Retaining wall of any necessary height, but not closer than 18 inches to a road line.
 - (4) A protective hood or overhang over a doorway may extend not more than five feet into the required minimum setback area.

-
- (g) Setbacks at road and driveway intersections. Where a driveway intersects a road, or a road intersects another road, any and all buildings, structures, or hedges shall be set back a sufficient distance from such intersection to assure visual clearance. However, structures or hedges less than 2½ feet in height, structures (poles) less than 12 inches in diameter, and freestanding signs at least nine feet above ground, may be permitted in such visual clearance areas.
- (h) All driveways and parking areas shall be located at least three feet from any property line, except the property line(s) where they intersect with a road.

(Ord. No. 03-007, § 1, 4-15-03)

ORDINANCE NO. 2021-013

AN ORDINANCE TO AMEND SECTION 38-409 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA REGARDING THE AMENDMENT PROCEDURE FOR ORDINANCES WITHIN ARTICLE III OF CHAPTER 38 OF THE CODE OF ORDINANCES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, land use and development standards is a matter of concern within the unincorporated areas of Anderson County;

WHEREAS, it is necessary to revise and amend the land use and development standards from time to time; and

WHEREAS, the Anderson County Council desires to amend Section 38-409 of the Code of Ordinances, Anderson County, South Carolina to better protect the health, safety, and welfare of Anderson County citizens.

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

1. Section 38-409 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

Sec. 38-409. Amendments.

Before the adoption of any amendment to these subdivision regulations, the County Council shall hold a public hearing thereof, the notice of which shall be given once a week for two consecutive weeks, the first of which shall appear not less that 15 nor more than 30 days prior to the hearing date. The Clerk to Council shall notify the Planning Commission of the date of the hearing before County Council.

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 16th day of March, 2021.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: February 2, 2021
2nd Reading: February 16, 2021
3rd Reading: March 16, 2021
Public Hearing: March 16, 2021

ORDINANCE NO. 2021-015

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT AND AN INFRASTRUCTURE FINANCE AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT SWITCH (THE "COMPANY") WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, AND THE COMPANY WILL RECEIVE CERTAIN INFRASTRUCTURE CREDITS IN RESPECT OF INVESTMENT IN RELATED INFRASTRUCTURE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, ANDERSON COUNTY, SOUTH CAROLINA (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "FILOT Act"), Title 4, Chapter 1 (the "Multi-County Park Act"), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, "Infrastructure"); through all such powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to the FILOT Act, and in accordance with an inducement resolution adopted December 15, 2020 by the County Council with respect to the Company, the Company desires to provide for the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to expand an existing manufacturing facility in the County (collectively, the "Project"), which will result in expected aggregate investment by the Company in the Project of approximately \$13,000,000 in non-exempt investment and the expected creation of approximately 200 new, full-time, jobs (with benefits) by the Company or its affiliates or subsidiaries in connection therewith; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" and "economic development property" as such terms are defined in the FILOT Act and that the Project would serve the purposes of the FILOT Act; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution (collectively, the "Multi-County Park Authority"), the Project is or will be placed will be located in a multi-county industrial and business park established by the County pursuant to qualifying agreement with Greenville County (the "Park Agreement"); and

WHEREAS, pursuant to Section 4-1-175 of the Act, the County is authorized to reimburse industry for the cost of Infrastructure through the provision of credits against fee in lieu of tax payments by such industry; and

WHEREAS, pursuant to the Inducement Agreement, the County has agreed to enter into (a) a Fee in Lieu of Tax Agreement with the Company (the "FILOT Agreement"), whereby the County would

provide therein for a payment of fee in lieu of taxes by the Company to the County with respect to the Project, and (b) an Infrastructure Finance Agreement with the Company (the "Infrastructure Agreement"), whereby the County would provide therein for certain infrastructure credits in respect of qualifying Infrastructure with respect to the Project to be claimed by the Company against its payments in lieu of taxes with respect to the Project, and any other property acquired by the Company in connection therewith as shall not be eligible to be subject to the FILOT Agreement, pursuant to the FILOT Agreement and or the Park Agreement; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the FILOT Agreement and the Infrastructure Agreement which the County proposes to execute and deliver; and

WHEREAS, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended; and

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

Section 1. It is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a "project" and "economic development property" as said terms are referred to and defined in the FILOT Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The terms and provisions of the Inducement Agreement are incorporated herein and made a part hereof;

(c) 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;

(d) The Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs and addition to the tax base of the County, are proper governmental and public purposes; and

(f) The benefits of the Project are anticipated to be greater than the costs

Section 2. The form, terms and provisions of the FILOT Agreement and the Infrastructure Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the FILOT Agreement and the Infrastructure Agreement were set out in this Ordinance in their entirety. The Chairman of County Council is hereby authorized and empowered to execute, acknowledge and deliver the FILOT Agreement and the Infrastructure Agreement in the name of and on behalf of the County, and the Clerk of County Council is hereby authorized and directed to attest the same, and thereupon to cause the FILOT Agreement to be delivered to the Company and the Infrastructure Agreement to be delivered to the Company and the Company shall cause a copy of the FILOT Agreement and the Infrastructure Agreement to be delivered to the Anderson County Auditor and Assessor. The FILOT Agreement and the Infrastructure Agreement are to be in substantially the forms now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the

officials of the County executing the same, upon advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the forms of FILOT Agreement and the Infrastructure Agreement now before this meeting.

Section 3. The Chairman of Anderson County Council, for and on behalf of the County, is hereby authorized to do any and all things necessary to effect the execution and delivery of the FILOT Agreement and the Infrastructure Agreement and the performance of all obligations of the County under and pursuant to the FILOT Agreement and the Infrastructure Agreement.

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this ____ day of _____, 2021.

(SEAL)

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading
Second Reading
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 _____, 2021, _____, 2021 and _____, 2021, 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: _____, 2021

FEE IN LIEU OF TAX AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA

and

PROJECT SWITCH

Dated as of _____, 2021

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EXHIBIT A – Description of the Land

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AGREEMENT (this "Agreement") made and entered into as of _____, 2021 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and **PROJECT SWITCH**, a corporation duly organized and existing under the laws of the State of _____ (the "Company").

WITNESSETH:

WHEREAS, Chapter 44 of Title 12, Code of Laws of South Carolina 1976, as amended (the "Act"), empowers the several counties of the State of South Carolina to enter into agreements with industry whereby the industry would pay fees in lieu of *ad valorem* taxes with respect to qualified economic development property; through which powers the industrial development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State of South Carolina and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, in accordance with an inducement resolution adopted December 15, 2020 by Anderson County Council with respect to the Company (known to the County at that time as "Project Switch"), and the related Inducement Agreement between the Company and the County dated as of the same date (the "Inducement Agreement"), the Company desires to provide for the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to expand an existing manufacturing facility in the County (collectively, the "Project"), which will result in expected investment by the Company in the Project in the County of an aggregate of approximately \$13,000,000 in non-exempt investment and the expected creation of approximately 200 new, full-time, jobs (with benefits) by the Company or its affiliates or subsidiaries in connection therewith; and

WHEREAS, in accordance with the Inducement Resolution and the Act, the County has agreed to execute and deliver this Agreement with the Company in order to provide for payments in lieu of tax with respect to the Project by the Company; and

WHEREAS, the provisions of this Agreement are intended to supersede but otherwise implement the provisions of the Inducement Agreement; and

WHEREAS, in connection with the above, the County and the Company agree that the requirements of Section 12-44-55(A) of the Act are hereby waived to the extent that, and so long as, the Company provides the County with copies of all filings and reports required to be made by the Company under the Act;

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

ARTICLE I
DEFINITIONS

Section 1.01 Definitions.

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

“**Act**” shall mean Chapter 44 of Title 12 of the Code, and all future acts amendatory thereof.

“**Additional Payments**” shall have the meaning provided in **Section 4.02** hereof.

“**Administration Expenses**” shall mean the reasonable and necessary expenses incurred by the County with respect to this Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

“**Agreement**” shall mean this agreement as originally executed and from time to time supplemented or amended as permitted herein.

“**Code**” shall mean the Code of Laws of South Carolina 1976, as amended.

“**Company**” shall mean Project Switch, a [_____] corporation, and any surviving, resulting or transferee entity in any merger, consolidation or transfer of assets permitted under **Section 7.04** hereof; or any other person or entity which may succeed to the rights and duties of the Company hereunder in accordance with all applicable provisions hereof.

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

“**County Assessor**” shall mean the Anderson County Assessor, or the holder of any successor position.

“**County Auditor**” shall mean the Anderson County Auditor, or the holder of any successor position.

“**County Council**” shall mean the governing body of the County and its constituent members and their respective successors, or any successor body.

“**County Treasurer**” shall mean the Anderson County Treasurer, or the holder of any successor position.

“**Default**” shall mean an event or condition, the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default as defined in **Section 9.01** hereof.

“**Department**” shall mean the South Carolina Department of Revenue, or any successor agency.

“**Equipment**” shall mean all machinery, equipment, furnishings and other personal property which is installed by the Company and intended to be included as a part of the Project.

“**Event of Default**” shall have the meaning ascribed to that term in **Section 9.01** of this Agreement.

“**Extended Investment Period**” shall mean the period beginning January 1 of the sixth (6th) year after the first year in which any portion of the Project is first placed in service, and ending on December 31 of the tenth (10th) year after such first year in which any portion of the Project is first placed in service.

“**FILOT Payments**” shall mean the payments in lieu of taxes which the Company is obligated to pay to the County pursuant to **Section 5.02** hereof.

“**Improvements**” shall mean those buildings, structures and fixtures on the Land as are constructed or acquired by the Company and are eligible for and intended to be included as a part of the Project.

“**Indemnified Party**” shall have the meaning ascribed to it by **Section 7.05** of this Agreement.

“**Infrastructure Agreement**” shall mean the Infrastructure Finance Agreement of even date herewith between the County and the Company.

“**Initial Investment Period**” shall mean the period of time ending on the December 31 of the fifth year after the first year in which any portion of the Project is first placed in service.

“**Investment Period**” shall mean the Initial Investment Period plus, if applicable pursuant to **Section 3.01(a)** hereof, the Extended Investment Period.

“**Land**” shall mean the real property upon which the Existing Building and the Project are or will be located, as the same is described on Exhibit A attached hereto.

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

“**Project**” shall mean (i) the Land (that is, to the extent any portion thereof is eligible under the Act for the FILOT Payments), (ii) the Improvements, (iii) the Equipment, (iv) the Replacement Property, (v) any personal property to the extent acquired hereafter and intended to be included as a part of the Project which becomes so attached, integrated or affixed to any item described in the foregoing clauses that it cannot be removed without impairing the operating utility of such item as originally designed or damaging such item, and (vi) to the extent not covered by the foregoing, anything qualifying as a Project under Section 12-44-30(16) of the Act.

“**Project Increment Payment**” shall be the payment described in **Section 5.02(b)** hereof.

“**Project Increments**” shall mean those increments of the Project which are completed and fit for their intended use as prescribed by Section 12-37-670 of the Code during the Investment Period.

“**Project Millage Rate**” shall mean, for purposes of **Section 5.02(b)** hereof, the millage rate in effect for all taxing entities at the site of the Project as of June 30, 2019, which is understood by the parties hereto to be 326.3 mills.

“**Replacement Property**” shall mean all property installed on the Land or in the buildings, improvements and personal property theretofore constituting part of the Project to the extent that Section 12-44-60 of the Act permits such property to be included in the Project as replacement property.

“**State**” shall mean the State of South Carolina.

“**Term**” shall mean the duration of this Agreement as set forth in **Section 4.01** hereof.

“**Transfer Provisions**” shall mean the provisions of Section 12-44-120 of the Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

Section 1.02 References to Agreement.

The words “hereof”, “herein”, “hereunder” and other words of similar import refer to this Agreement as a whole.

[End of Article I]

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.01 Representations and Covenants of the County.

The County Council makes the following representations and covenants, on behalf of itself and on behalf of the County, as the basis for the undertakings of the County herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. As represented by the Company, the Project constitutes and will constitute "economic development property" and a "project" within the meaning of the Act. The County has been duly authorized to execute and deliver this Agreement, all for the purpose of promoting the industrial development, developing the trade, and utilizing and employing the manpower, agricultural products and natural resources of the State.

(b) 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; provided, however, that no representation is made by or on behalf of the County as to the validity, or the enforceability, of this Agreement.

(c) The County has caused the Land and all improvements thereon to be included in a joint county industrial and business park established with Greenville County pursuant to a joint county industrial and business park agreement dated as of December 1, 2010, as amended, (the "2010 Park") and delivered pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code. The County will use its reasonable best efforts to cause the Project to remain located in such park or any other joint county industrial and business park established with an adjoining South Carolina county pursuant to such provisions of the South Carolina Constitution and the Code, or any successor provisions, for the term of this Agreement.

Section 2.02 Representations and Covenants by the Company.

The Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation, validly existing and in good standing, under the laws of the State of _____. The Company has power to enter into this Agreement, and by proper action has been duly authorized to execute and deliver this Agreement. The Company's tax year for federal income tax purposes begins January 1 and ends the following December 31.

(b) This Agreement constitutes a valid and binding commitment of the Company and the authorization, execution and delivery of this Agreement and the performance by the Company of its obligations hereunder will not conflict with or constitute a breach of, or a default under, (i) any existing law, court or administrative regulation, decree, or order, or (ii) any material agreement, mortgage, lease or other instrument, to which the Company is subject or by which it or its properties are bound which would have a material adverse affect on Company's ability to perform its obligations hereunder. The Company has obtained, or will obtain or cause to be obtained in due course, all governmental and third party consents,

licenses and permits deemed by Company to be necessary or desirable for the acquisition, construction and operation of the Project as contemplated hereby, and will maintain all such consents, permits and licenses in full force and effect.

(c) No event has occurred and no condition currently exists with respect to the Company which would constitute a Default or an "Event of Default" as defined herein.

(d) The Company intends to operate the Project as a manufacturing facility in the County and for such other purposes permitted under the Act as the Company may deem appropriate. The Project will constitute a "project" and "economic development property" as provided under the Act.

(e) The execution and delivery of this Agreement by the County has been instrumental in inducing the Company to locate the Project in the County and in the State.

(f) To the best of the Company's knowledge, no actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, any of which involve the possibility of any material and adverse effect upon the transactions contemplated by this Agreement or the Company's performance of its obligations hereunder or which would materially adversely affect the validity or enforceability of this Agreement or any agreement or instrument to which the Company is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby.

[End of Article II]

ARTICLE III

ACQUISITION OF PROJECT

Section 3.01 Acquisition of Project.

(a) The Company hereby agrees that it will use commercially reasonable efforts to: (i) construct, (ii) make aggregate investment and (iii) create or cause to construct 100,000 additional square footage to an existing facility and use commercially reasonable efforts to (i) make an aggregate investment in the Project of \$13,000,000, and (ii) create or cause to be created by the Company or its affiliates or subsidiaries at least 200 new, full-time, jobs (with benefits) in connection therewith, all during the Initial Investment Period. The County agrees that if the Company meets the investment level set forth in clause (i) above by the end of the Initial Investment Period, the Company shall be entitled hereunder to the Extended Investment Period with respect to the Project. Failure by the Company to achieve either of the levels set forth in clauses (i) and (ii) above shall not result in an Event of Default under this Agreement.

(b) Each year during the term of the Agreement, the Company shall deliver to the County Auditor a copy of its most recent annual filings made with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(c) The Company shall cause a copy of this Agreement, as well as a copy of the completed form PT-443 of the Department, to be filed with the County Auditor, the County Assessor, the County Treasurer and the Department within thirty (30) days after the date of execution and delivery hereof.

Section 3.02 Records and Reports.

The Company agrees to maintain complete books and records accounting for the acquisition, financing, construction and operation of the Project. Such books and records shall be made available to the County for its inspection upon reasonable notice and, further, shall:

- (a) permit ready identification of the various Project Increments and components thereof;
- (b) confirm the dates on which each Project Increment was placed in service; and
- (c) include copies of all filings made by the Company with the County Auditor or the Department with respect to property placed in service as part of the Project.

Notwithstanding any other provision of this Agreement, the Company may clearly designate, in writing, with respect to any filings or reports delivered to the County pursuant to the provisions of this Agreement, or segments thereof, that such filing or report contains proprietary, confidential or trade secret matters. Except as required by the South Carolina Freedom of Information Act or otherwise by law, the County Council, the County, its officers, elected officials and employees shall not knowingly disclose any such clearly identified confidential information regarding the Project, the Company, the Company's operations and any other competitively sensitive information which is not generally and independently known by the public, without the prior written authorization of the Company. The County shall notify the Company in the event of the County's receipt of any South Carolina Freedom of Information Act request concerning the aforesaid clearly identified, confidential information and, to the extent permitted by law, will not respond to such request until such time as the Company has reviewed the request and taken any action authorized by law to prevent its disclosure at the Company's sole expense. If the Company fails to act to prevent any disclosure of such information under the South Carolina Freedom of Information Act within ten

(10) days after the Company's receipt of notice of such request, or otherwise by the time which the County has identified by which it is required by law to provide such information, the County may provide such information as in its judgment is required to comply with such law.

{End of Article III}

ARTICLE IV

AGREEMENT TERM AND PAYMENT PROVISIONS

Section 4.01 Term.

Subject to the terms and provisions herein contained, with respect to each Project Increment, this Agreement shall be and remain in full force and effect for a term commencing on the date hereof, and ending at midnight on December 31 of the year which is the twenty-ninth (29th) year following the December 31 of the first tax year in which each Project Increment is placed in service, unless sooner terminated as herein permitted; provided that, if at the expiration of the Term payment of all FILOT Payments under **Section 5.02** hereof relating to the operation of the Project during the Term have not been made, the Term shall expire on such later date as such payments shall have been made in full or so provided for; provided, further, that such extension of the Term shall not increase the number of FILOT payments for which the Company qualifies under **Section 5.02** hereof.

Section 4.02 Additional Payments.

In addition to the Company's obligation under **Section 5.02** hereof to make FILOT Payments to the County and related amounts, the Company shall pay to the County, following receipt of such supporting documentation as may be necessary to evidence the County's right to receive payment, all other amounts, liabilities and obligations which the Company assumes or agrees to pay under this Agreement, including without limitation those obligations referred to in the immediately succeeding paragraph below (all such other amounts, liabilities and obligations hereinafter collectively called "Additional Payments"). In the event of any failure on the part of the Company to pay any Additional Payments, the County shall have all rights, powers and remedies provided for herein or by law or equity or otherwise.

The Company agrees to pay Administration Expenses to the County and indemnification payments pursuant to **Section 7.04** of this Agreement when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Agreement or the date which is forty-five (45) days after receiving written notice from the County or the Indemnified Party, as the case may be, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same. Notwithstanding the foregoing, the Company shall use its best good faith efforts to ensure that its defense obligations set forth in **Section 7.04** hereof shall be supplied in a timely manner such that the County shall not incur legal expenses in filing any responsive pleadings when due.

Section 4.03 FILOT Payments Secured by Tax Lien.

The County's right to receive FILOT Payments hereunder shall have a first priority lien status pursuant to Section 12-44-90 of the Act and Chapters 4 and 54 of Title 12 of the Code.

[End of Article IV]

ARTICLE V

MODIFICATION OF PROJECT;
PAYMENTS IN LIEU OF TAXES

Section 5.01 Modification of Project.

The Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company may renovate any portion of the Project and, in connection therewith, to the extent permitted by the Act, install Replacement Property in the Project. Notwithstanding anything in this Agreement to the contrary, the Company shall be entitled in its discretion from time to time to delete or remove any portions of the Project, or to add any (non-Project) property as may be used in conjunction with the Project or otherwise.

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

Notwithstanding anything herein to the contrary, and subject in all events to the terms and provisions of **Section 5.02** hereof, the FILOT Payments required under **Section 5.02** hereof shall, to the extent permitted by law, be reduced at such time to the extent that such payments are attributable to any of the Equipment, Improvements or Replacement Property which is removed or otherwise deleted from the Project and the Company shall not be required to repay any portion of the tax benefit received prior to such event.

Section 5.02 Payments in Lieu of Taxes.

(a) In accordance with the provisions of Section 12-44-50 of the Act, during the Term of this Agreement the Company shall make with respect to the Project annual FILOT Payments in the amounts set forth in this Section at the times and places, and in the same manner and subject to the same penalty assessments as prescribed by the County or the Department for *ad valorem* taxes. Such annual payments shall be made on or before each January 15 of each year during the term of this Agreement, commencing on January 15 of the year following the year which is after the year in which any portion of the Project is first placed in service. Subject to the provisions of the Act, each annual FILOT Payment shall be equal to the Project Increment Payment with respect to each Project Increment, including, subject to the provisions of the Act, Replacement Property for the Project originally included in such Project Increment, calculated as set forth in **Section 5.02(b)** hereof, for each of thirty (30) consecutive years (except to the extent that any portion of such Project Increment ceases to qualify for a negotiated fee in lieu of taxes under the Act) commencing with the year following the year in which the respective Project Increments are placed in service.

(b) Each Project Increment Payment shall be in an amount not less than the *ad valorem* taxes that would be due with respect to the applicable Project Increment if the same were taxable, but, subject to the provisions of Section 12-44-110 of the Act, using the following formula: each such Project Increment Payment shall be in an amount equal to the product which would result from multiplying the Project Millage Rate by an assessment ratio of six percent (6.0%) of the fair market value of the portion of the Project included within such Project Increment. Such fair market value shall be based on the original income tax basis for State income tax purposes for any real property and Improvements without regard to

depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows. Notwithstanding the foregoing, the fair market value established for real property comprising the Project shall remain fixed for the Term.

(c) In the event that the Act and/or the above-described payments in lieu of taxes or any portion thereof, are declared invalid or unenforceable, in whole or in part, for any reason, the Company and the County express their intentions that such payments be reformed so as to afford the Company the maximum benefit then permitted by law, up to but not greater than the benefit afforded by this Agreement. In such event, the Company shall be entitled, to the extent allowed by law, (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by South Carolina Constitution Article X, Section 3, and any other exemption allowed by law from time to time; and (2) to enjoy all allowable depreciation.

(d) In the event the Company has not invested at least \$2,500,000 in the Project during the Initial Investment Period, then the Project shall be subject, retroactively to the first year with respect to which FILOT Payments were to have been made, to *ad valorem* tax treatment required by law, calculated as set forth in the Act and in **Section 5.02(c)** hereof, and the Company shall make payment to the County, within ninety (90) days after the end of the Initial Investment Period, of the difference between the FILOT Payments actually made (taking into account any infrastructure credits received pursuant to the Infrastructure Agreement) and the total retroactive amount of *ad valorem* tax treatment required by law referred to above, plus interest in the manner as provided in Section 12-54-25 of the Code, or any successor provision.

(e) If at any time during the Term of this Agreement (after the end of the Initial Investment Period) the Company no longer maintains \$2,500,000 of investment (without regard to depreciation) in the Project, the Project shall, beginning with the tax year in which such deficiency first occurs, no longer qualify for the payments in lieu of taxes referred to in paragraph (b) of this **Section 5.02**, and shall thereafter be subject to *ad valorem* tax treatment.

[End of Article V]

ARTICLE VI

CASUALTY; CONDEMNATION

Section 6.01 FILLOT Payments in the Event of Damage and Destruction or Condemnation.

In the event that the Project is damaged or destroyed or the subject of condemnation proceedings, which damage, destruction and or condemnation would substantially impair the operating ability of the Project, the parties hereto agree that the FILLOT Payments required pursuant to **Section 5.02** hereof shall be abated in the same manner and in the same proportion as with *ad valorem* taxes, subject in all events to the provisions of **Section 5.02** hereof.

[End of Article VI]

ARTICLE VII

PARTICULAR COVENANTS AND AGREEMENTS

Section 7.01 Rights to Inspect.

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, which conditions shall be deemed to include, but not be limited to, those necessary to protect the Company's trade secrets and proprietary rights.

Section 7.02 Limitation of County's Liability.

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 7.03 Mergers, Reorganizations and Equity Transfers.

The Company acknowledges that any mergers, reorganizations or consolidations of the Company may cause the Project to become ineligible for negotiated fees in lieu of taxes under the Act absent compliance by the Company with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the Act or any successor provision, any financing arrangements entered into by the Company with respect to the Project and any security interests granted by the Company in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Agreement to the contrary, it is not intended in this Agreement that the County shall impose transfer restrictions with respect to the Company or the Project as are any more restrictive than the Transfer Provisions.

Section 7.04 Indemnification Covenants.

(a) Notwithstanding any other provisions in this Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its members, officers, elected officials, employees, servants and agents (collectively, the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project, the Existing Building or the Land by the Company, its members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term (regardless of when asserted) from (i) any condition of the Project, the Existing Building or the Land, (ii) any breach or default on the part of the Company in the performance of any of its obligations under this Agreement, (iii) any act of the Company or its agents, contractors, servants, employees or licensees, (iv) except in such cases where the County has released the Company pursuant to **Section 8.01** hereof, any act of any assignee or lessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company, or (v) any environmental violation, condition, or effect with respect to the Project, the Existing Building or the Land. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any

action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the fee in lieu of tax, 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 the Existing Building or by the operation of the Project, the Existing Building or the Land 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.

(c) 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 or the Landlord, shall survive any termination of this Agreement.

Section 7.05 Qualification in State.

The Company warrants that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 7.06 No Liability of County's Personnel.

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

Section 7.07 Other Tax Matters

Subject to the limitations expressly set forth in **Section 5.02(b)** hereof, the Company shall be entitled to all state and federal investment tax credits, allowances for depreciation and other similar tax provisions allowable by applicable federal or State law with respect to the Project, to the extent allowed or otherwise not prohibited by the Act.

[End of Article VII]

ARTICLE VIII

ASSIGNMENT OR LEASE OF THIS AGREEMENT;
SURVIVAL OF COMPANY'S OBLIGATION

Section 8.01 Assignment or Lease.

The Company may assign or otherwise transfer any of its rights and interest hereunder to an assignee or lessee, as the case may be, in compliance with the Transfer Provisions, including the requirement that any such assignment or lease shall be subject to the written consent of the County. In these regards, the County agrees that such consent shall not be unreasonably withheld, conditioned or delayed. The County hereby consents to any transfers by the Company to any affiliate of the Company at any time; provided that the Company gives written notice to the County Auditor, the County Assessor, the County Treasurer and the Department of such transfer to an affiliate of the Company within ninety (90) days following such transfer. For such purposes, "affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Company. Further, the County agrees that, to the extent permitted by Section 12-44-120(B) of the Act, or any successor provision, any financing arrangements entered into by the Company with respect to the Project and any security interests granted by the Company in connection therewith shall not be construed as a transfer for purposes of requiring consent to the same on the part of the County.

[End of Article VIII]

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.01 Events of Default.

Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default by the Company:

(a) if default shall be made in the due and punctual payment of any FILOT Payments or related payments under **Section 5.02** hereof, or any Additional Payments, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County;

(b) if default shall be made by the Company in the due performance of or compliance with any of the material terms hereof, including payment, other than those referred to in the foregoing subdivision (a), and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default; or

(c) if any material representation or warranty made by the Company herein or any statement, certificate or indemnification furnished or delivered by the Company in connection with the execution and delivery of this Agreement, proves untrue in any material respect as of the date of the issuance or making thereof or knowingly violated or breached, as the case may be.

Section 9.02 Remedies on Event of Default.

Upon the occurrence of any Event of Default, the County may: (i) terminate this Agreement by provision of thirty (30) days’ notice to the Company in writing specifying the termination date; or (ii) take whatever action at law or in equity as may appear necessary or desirable to collect any FILOT Payments and Additional Payments then due or to enforce observance or performance of any covenant condition or agreement of the Company under this Agreement, including without limitation enforcement of a statutory lien on the Project for any non-payment of FILOT Payments hereunder.

Section 9.03 Collection of FILOT Payments.

In addition to all other remedies herein provided, the non-payment of FILOT Payments shall constitute a lien for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including, without limitation, Title 12, Chapter 49, of the Code) relating to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

[End of Article IX]

ARTICLE X
MISCELLANEOUS

Section 10.01 Termination.

Prior to the stated expiration of the Term of this Agreement, the Company may, at any time by written notice to the County, provide for the termination of this Agreement, effective immediately upon giving such notice or upon such date as may be specified in the notice; provided that the Company shall have made payment to the County of all applicable payments payable under this Agreement as of such time. Upon any such termination, and subject to any provisions herein which shall by their express terms be deemed to survive any termination of this Agreement, the sole consequence to the Company shall be that it shall no longer be entitled to the benefit of the fee in lieu of payments provided herein and the property constituting the Project shall thereafter be subject to the *ad valorem* tax treatment required by law and, except as may be expressly provided herein, in no event shall the Company be required to repay to the County the amount of any tax benefit previously received hereunder.

Section 10.02 Rights and Remedies Cumulative.

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

Section 10.03 Successors and Assigns.

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 10.04 Notices, Demands, Requests.

All notices, demands and requests to be given or made hereunder to or by the County or the Company, shall be in writing, and shall be deemed to be properly given or made if sent by United States certified first class mail, return receipt requested, postage prepaid and addressed as follows or at such other places as may be designated in writing by such party:

- (a) As to the County:
Anderson County, South Carolina
Post Office Box 8002
Anderson, South Carolina 29622
Attn: County Administrator

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

Anderson County Attorney
Post Office Box 8002
Anderson, South Carolina 29622

(b) As to the Company
[Project Switch]

Attn: _____

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

J. Philip Land, Jr., Esq.
Haynsworth Sinkler Boyd, P.A.
ONE North Main, 2nd Floor
Greenville, South Carolina 29601
pland@hsblawfirm.com

Section 10.05 Applicable Law; Entire Understanding.

This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of South Carolina. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 10.06 Severability.

In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, such clause or provisions shall be reformed to provide as near as practicable the legal effect intended by the parties hereto, and the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 10.07 Headings and Table of Contents; References.

The headings of this Agreement and any Table of Contents or Index annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular Articles or Sections or subdivisions of this Agreement are references to the designated Articles or Sections or subdivision of this Agreement.

Section 10.08 Multiple Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 10.09 Amendments.

This Agreement may be amended only by a writing signed by all of the parties.

Section 10.10 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 10.11 Business Day

In the event that any action, payment or notice is, by the terms of this Agreement, required to be taken, made or given on any day which is a Saturday, Sunday or a legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment or notice may be taken, made or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

{End of Article X}

IN WITNESS WHEREOF, Anderson County, South Carolina, has executed this Agreement by causing its name to be hereunto subscribed by the Chairman of its County Council and to be attested to by the Clerk of its County Council, and [Project Switch] has executed this Agreement by its authorized officer, all being done as of the day and year first above written.

FOR ANDERSON COUNTY:

(SEAL)

By: _____
Tommy Dunn, Chairman,
Anderson County Council

ATTEST:

By: _____
Lacey Croegaert
Anderson County Clerk to Council

[Signature Page 1 - Fee in Lieu of Tax Agreement]

[PROJECT SWITCH]

(SEAL)

By: _____
Name: _____
Title: _____

[Signature Page 2 – Fee in Lieu of Tax Agreement]

EXHIBIT A
DESCRIPTION OF THE LAND

INFRASTRUCTURE FINANCE AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA,

and

PROJECT SWITCH

Dated as of _____, 2021

INFRASTRUCTURE FINANCE AGREEMENT

THIS INFRASTRUCTURE FINANCE AGREEMENT, dated as of _____, 2021 (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 SWITCH**, a corporation 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 Title 4, Section 1 of the Code of Laws of South Carolina 1976, as amended (the "Multi-County Park Act"), to provide infrastructure 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 has represented its intention to invest in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and or tangible personal property to expand an existing manufacturing facility in the County (collectively, the "Project"), which will result in an aggregate expected investment by the Company in the Project and of approximately \$13,000,000 in non-exempt investment and the expected creation of approximately 200 new, full-time, jobs (with benefits) by the Company or its affiliates and subsidiaries in connection therewith, by December 31 of the fifth year after the first year which any portion of the Project is first placed in service (the "Initial Investment Period"); and

WHEREAS, pursuant to the authority of Section 4-1-17) of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County has placed the site of the existing building and on which the Project will be located in a multi-county industrial and business park established by the County pursuant to qualifying agreement with Greenville County dated December 1, 2010, as amended (the "Park Agreement"); 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 12, Chapter 44 thereof (the "FILOT Act"), that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, the County and the Company have entered into a Fee in Lieu of Tax Agreement of even date herewith (the "Fee Agreement") providing for certain payments in lieu of taxes by the Company with respect to the Project pursuant to the FILOT Act; and

WHEREAS, pursuant to the Multi-County Park Act, the County has agreed to provide certain credits to the Company in respect of the Company's investment in the Infrastructure with respect to the Project and any other property acquired by the Company in connection therewith 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 _____, 2021, following conducting a public hearing on _____, 2021.

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*.

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

"*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 Agreement*" shall mean the Fee in Lieu of Tax Agreement dated as of even date herewith between the County and the Company, as the same may be amended or supplemented.

"*Fee Payments*" shall mean the payments in lieu of taxes made by the Company with respect to the Project under the Fee Agreement or otherwise 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 a successor agreement 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 12, Section 44, of the Code.

FIL-OF Equivalent Credits shall have the meaning set forth in Section 3.02(b) hereof.

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 Credits shall mean the Project Credits and the FIL-OF Equivalent Credits.

Initial Investment Period shall have the meaning set forth with respect to such term in the recitals to this Agreement.

Investment Requirement shall mean investment by the Company of at least \$13,000,000 of otherwise fully taxable investment in the Project pursuant to the Fee Agreement.

Jobs Requirement shall mean the creation by the Company or its affiliates or subsidiaries of at least two hundred (200) new, full-time, jobs (with benefits) at the Project.

Land shall mean the real property upon which the the Project are or will be located, as the same is described on Exhibit A attached hereto.

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 _____, 2021, authorizing the execution and delivery of this Agreement.

Park Agreement shall mean the Agreement for Development of a Joint County Business and Industrial Park (2010 Park), dated December 1, 2010, as amended, between the County and Greenville County, as the same may be 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 Credits 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 or limited liability company, a trust, any unincorporated organization, or a government or political subdivision.

Project shall mean the "Project" as defined in the Fee Agreement.

Project Credits shall have the meaning set forth in Section 3.02(a) hereof.

State shall mean the State of South Carolina.

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 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 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, 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, 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; provided, however, that no representation is made by or on behalf of the County as to the validity, or the enforceability, of this Agreement.

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

(a) The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of _____, 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) 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.

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) The County agrees that it will use its best reasonable efforts to cause the Project, pursuant to Section 4-1-170 of the Multi-County Park Act, to remain located in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county for the term of 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, the County 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 Standard Credits, Offset Credits

(a) In order to reimburse the Company for Cost of Infrastructure with respect to the Project, commencing with the annual Fee Payment to be first payable on or before January 15 of the year following the year which is after the first year in which any portion of the Project is first placed in service, the County shall provide to the Company credits for a period of the first ten (10) and the second ten (10) years under the Fee Agreement equal to 75% (first ten (10) years) and 50% (second ten (10) years), respectively, of that portion of Fee Payments payable by the Company with respect to the Project, such credits to be calculated and applied after payment by the County of the one percent (1%) amount due the non-host county under the Park Agreement (the "Project Credits").

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which an Infrastructure Credit is taken.

(c) In no event shall the aggregate amount of all Infrastructure Credits claimed by the Company exceed the amount expended by it 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.

(d) Notwithstanding anything herein to the contrary, should the Company fail by the end of the Initial Investment Period to either (a) meet the Investment Requirement or (b) meet, or cause to be met, the Jobs Requirement, then (i) the Project Credits shall be reduced, prospectively beginning with the sixth (6th) year of PILOT payments, to 50% annually and shall terminate after the first ten (10) years of receiving any Project Credit. If the \$13,000,000 of non-exempt investment in the Project and at least two hundred (200) new, full-time, jobs (with benefits) with respect to the Project are in place by the end of the seventh (7th) calendar year after the Project is first placed in service then the Project Credits may return to their original amounts, no lost incentive may be claimed.

(e) The Company shall be responsible for providing the County, on an annual basis through the end of the Initial Investment Period and prior to receipt of any Infrastructure Credits, the investment made by the Company in the Project, and the number of new, full-time jobs (with benefits) created with respect thereto, as of each calendar year-end during the Initial Investment Period, such certification to be substantially in the form attached hereto as Exhibit C.

(f) To the extent provided in Section 4-29-68 of the Code, to the extent any Infrastructure Credit is taken against fee in lieu of tax payments on personal property, and the personal property is removed from the Project site at any time during the term of the Fee 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 site shall be due for the two (2) years immediately following such removal.

(g) 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

TITLE, MHE CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(b) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the payments in lieu of taxes with respect 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 such payments in lieu of taxes and 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. Subject to the provisions of Section 7.01 hereof, 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 any transfer by the Company of any of its interest in this Agreement to any other Person shall require the prior written consent of 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 Infrastructure Credits under the Multi-County Park 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 Companies 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; 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 in Section 3.02 hereof 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 their 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 facsimile and confirmed by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

(a) if to the County: Anderson County, South Carolina
Post Office Box 8002
Anderson, South Carolina 29622
Attn: Anderson County Administrator

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

Anderson County Attorney
Post Office Box 8002
Anderson, South Carolina 29622

(b) if to the Company: [Project Switch]

Attn:

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

Haynsworth Sinkler Boyd, P.A.
ONE North Main, 2nd Floor
Greenville, South Carolina 29601
Attn: J. Philip Land, Jr.
pland@hsblawfirm.com

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 Companies, shall survive any termination of this Agreement.

[Signature pages to follow]

IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the Chairman of Anderson County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and [Project Switch] has caused this Agreement to be executed by its authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Tommy Dunn, Chairman,
Anderson County Council

ATTEST:

By: _____
Lacey Croegaert
Anderson County Clerk to Council

[Signature page 1 to Infrastructure Finance Agreement]

[PROJECT SWITCH]

By: _____
Name: _____
Title: _____

[Signature page 2 to Infrastructure Finance Agreement]

EXHIBIT A

REAL PROPERTY DESCRIPTION

EXHIBIT B

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of [Project Switch] (the "Company"), do hereby certify in connection with the Infrastructure Finance Agreement dated as of _____, 2021 between Anderson County, South Carolina and the Company (the "Agreement"), as follows:

(1) As of December 31, 20__ , the total amount of Infrastructure Credits received by the Company is \$ _____.

(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 SWITCH]

By: _____
Name: _____
Its: _____

EXHIBIT C

INVESTMENT AND JOB CREATION CERTIFICATION

I _____, the _____ of [Project Switch] (the "Company"), do hereby certify in connection with the Infrastructure Finance Agreement dated as of _____, 2021 between Anderson County, South Carolina and the Company (the "Agreement"), as follows:

(1) The total investment made by the Company in the Project as of December 31, 20__ is \$_____.

(2) The current total full-time employment (with benefits) of the Company or its affiliates or subsidiaries at the Project as of December 31, 20__ is _____ persons.

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 SWITCH}

By: _____
Name: _____
Its: _____

ORDINANCE NO. 2021-016

AN ORDINANCE TO AMEND SECTION 38-331 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA SO AS TO ADD A NEW SUBSECTION (G) TO ADDRESS THE PERIOD OF TIME OF FINAL PLAT APPROVAL FOR COMPLETION OF IMPROVEMENTS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, land use and development standards is a matter of concern within the unincorporated areas of Anderson County;

WHEREAS, it is necessary to revise and amend the land use and development standards from time to time; and

WHEREAS, the Anderson County Council desires to amend Section 38-331 of the Code of Ordinances, Anderson County, South Carolina to better protect the health, safety, and welfare of Anderson County citizens.

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

1. Section 38-331 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to add new subsection (g) to read as follows:

(g) In addition to the provisions of subsection (a), the completion of improvements as shown on a preliminary plat must be completed within 12 months following preliminary plat approval. The subdivision administrator shall have authority to grant two (2) 6 months extensions to this requirement upon a finding of exigent circumstances to warrant such extension. If improvements are not completed with the 12 months time frame and any granted extension, preliminary plat approval is revoked and a new preliminary plat approval will be required.

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

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

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

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

ORDAINED in meeting duly assembled this _____ day of _____, 2021.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

ORDINANCE NO. 2021-017

AN ORDINANCE TO AMEND SECTION 66-43 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA SO AS TO ADD A NEW SUBSECTION (h) TO ADDRESS THE TIME PERIOD FOR COMPLETION OF THE SEWER SYSTEM; AND OTHER MATTERS RELATED THERETO.

WHEREAS, sewer service is a matter of concern within the unincorporated areas of Anderson County;

WHEREAS, it is necessary to revise and amend the sewer service standards from time to time; and

WHEREAS, the Anderson County Council desires to amend Section 66-43 of the Code of Ordinances, Anderson County, South Carolina to better protect the health, safety, and welfare of Anderson County citizens.

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

1. Section 66-43 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to add new subsection (h) to read as follows:

(h) Construction on an approval for a sewer system extension must begin within 12 months from the time of preliminary acceptance from the sewer department. The sewer department manager may grant two (2) six months extensions upon finding of exigent circumstances warranting approval of a discretionary extension. If construction has not begun within the time period plus any granted extension, the preliminary acceptance is revoked and any fees paid will be forfeited.

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

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

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

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

ORDAINED in meeting duly assembled this _____ day of _____, 2021.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

**MOORHEAD CONSTRUCTION
WELPINE GRAVITY SEWER
CHANGE ORDER**

Change Order #	Amount of Change Order
5	\$217,179.00
6	\$15,911.08
	<hr/>
	\$233,090.08
	<hr/> <hr/>

ADDENDUM B
ANDERSON COUNTY
WELPINE GRAVITY SEWER
CHANGE ORDER NO: 5

Project: Welpine Gravity Sewer

TO: Kevin Moorhead

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE: Additional cost to remove rock over contract amount.

COST (This cost shall not be exceeded) \$ 217,179.00

Original contract price: \$ 1,651,334.45

Change Order amount: \$ 217,179.00

New contract price: \$ 1,934,816.55 (Includes COs 1-4)

TIME FOR COMPLETION: No additional time

Original completion date: Completion date from previous CO. June 16, 2021

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Agreement and Project documents. This adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.


No additions or deletions to this Change Order shall be allowed, except with written permission of the County. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: 
Print Name: Kevin Moorhead
Its: VP

Date: 02/22/2021

ANDERSON COUNTY

By: 
Print Name: Rusty Burns
Its: County Administrator

Date: _____

ADDENDUM B
ANDERSON COUNTY
WELPINE GRAVITY SEWER
CHANGE ORDER NO: 6

Project: Welpine Gravity Sewer

TO: Kevin Moorhead

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE: Additional cost for ford channel crossings on stream crossings
2, 3, 4, and 5.

COST (This cost shall not be exceeded): \$ 15,911.08

Original contract price: \$ 1,651,334.45

Change Order amount: \$ 15,911.08

New contract price: \$ 1,950,727.63

TIME FOR COMPLETION: No additional time

Original completion date: Completion date from previous CO. June 16, 2021

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Agreement and Project documents. This adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of the County. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: 

Print Name: Kevin Moorhead

Its: VP

Date: 02/22/2021

ANDERSON COUNTY

By: 

Print Name: Rusty Burns

Its: County Administrator

Date: _____

DEPARTMENTAL TRANSFERS
For Budget Year 2020 - 2021

Mark APPROVED **DEPARTMENT NAME** **FROM: ACCOUNT NAME ACCOUNT NUMBER** **TO: ACCOUNT NAME ACCOUNT NUMBER** **AMOUNT** **REASON**

Finance Meeting of:
 Council Meeting: **3/16/2021**

1	Parks and Recreation	Salary 001-5065-000-101	Part time 001-5065-000-102	17,000.00	During budget process, a part time employee was budgeted in the incorrect line item
2	Sheriff	Salary 001-5161-000-101	Part time 001-5161-000-12	75,000.00	To cover PT and OT due to vacancies, vacations, sickness that also includes personnel out due to COVID
3	Sheriff	Salary 001-5161-000-101	Overtime 001-5161-000-103	60,000.00	To cover PT and OT due to vacancies, vacations, sickness that also includes personnel out due to COVID
4	Sheriff	Salary 001-5161-000-101	Service Contracts 001-5161-000-375	3,000.00	To pay Shred A Way to shred sensitive information
5	Between Departments Employee Benefits to Building Codes	Employee Benefits - Health Insurance 001-5831-000-160	Demolition 001-5411-000-323	8,815.00	Demolition of portion of burned Animal Shelter 613 Highway 28 By Pass
5	Between Departments Contingency to Building Codes	Contingency 001-5853-000-010	Demolition 001-5411-000-323	17,185.00	Demolition of portion of burned Animal Shelter 613 Highway 28 By Pass

DATE **Lacey Croesgaert, Clerk to Council**

BUDGET TRANSFER

DIVISION: PRT Division

DEPARTMENT: Parks and Recreation

FROM:	TO:	AMOUNT:
TITLE <u>Salary</u>	TITLE <u>Part time</u>	
ACCT.# <u>001-5065-000-101</u>	ACCT# <u>001-5065-000-102</u>	<u>17,000.00</u>
TITLE _____	TITLE _____	
ACCT.# _____	ACCT# _____	
TITLE _____	TITLE _____	
ACCT# _____	ACCT# _____	
TITLE _____	TITLE _____	
ACCT.# _____	ACCT# _____	
Total		17,000.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

One employee was budgeted into 101 Full time salary. This employee actually works part-time and should have been budgeted in 102


Is this transfer within your department? (Circle One) Yes No

Is this transfer within your division? (Circle One) Yes No

DEPT. HEAD: _____

DIVIS HEAD: _____

FINANCE: _____

ADMINISTRATOR: 

DATE: _____

DATE: _____

DATE: _____

DATE: 3-8-21

Journal Entry # _____

DATE: _____

BUDGET TRANSFER

DIVISION: Sheriff

DEPARTMENT: Sheriff

FROM:	TO:	AMOUNT:
TITLE <u>Salaries</u> ACCT.# <u>001-5161-000-101</u>	TITLE <u>Part time</u> ACCT# <u>001-5161-000-102</u>	<u>75,000.00</u>
TITLE <u>Salaries</u> ACCT.# <u>001-5161-000-101</u>	TITLE <u>Overtime</u> ACCT# <u>001-5161-000-103</u>	<u>60,000.00</u>
TITLE <u>Professional Services</u> ACCT# <u>001-5161-000-304</u>	TITLE <u>Service Contracts</u> ACCT# <u>001-5161-000-375</u>	<u>3,000.00</u>
TITLE _____ ACCT.# _____	TITLE _____ ACCT# _____	
Total		138,000.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

To cover Part time and Overtime that has been needed to cover vacancies, and sickness to include many out due to COVID 19

TO pay Shred-A-Way to shred sensitive information that is no longer needed

Is this transfer within your department? (Circle One) Yes No

Is this transfer within your division? (Circle One) Yes No

DEPT. HEAD: R Brown approved email DATE: 2 24 21
 DIVIS HEAD: _____ DATE: _____
 FINANCE: [Signature] DATE: 2 24 21
 ADMINISTRATOR: [Signature] DATE: 3 8 21

Journal Entry # _____ DATE: _____

BUDGET TRANSFER

DIVISION: Between Departments

DEPARTMENT: see departments below to Building Codes

FROM: _____ **TO:** _____ **AMOUNT:** _____

	EMPLOYEE BENEFITS	BUILDING CODES	
TITLE	<u>Health Insurance</u>	TITLE	
ACCT.#	<u>001-5831-000-160</u>	ACCT#	<u>001-5411-000-323</u>
			<u>8,815.00</u>

	CONTINGENCY	BUILDING CODES	
TITLE	<u>001-5853-000-010</u>	TITLE	
ACCT.#		ACCT#	<u>001-5411-000-323</u>
			<u>17,185.00</u>

Total **26,000.00**

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

Demolition for portion of burned Animal Shelter 613 Hwy 28 by Pass

Is this transfer within your department? (Circle One) **Yes** **No**

Is this transfer within your division? (Circle One) **Yes** **No**

DEPT. HEAD: _____

DIVIS HEAD: _____

FINANCE: _____

ADMINISTRATOR: _____

DATE: _____

DATE: _____

DATE: _____

DATE: 3-8-21

DATE: _____

Journal Entry # _____



MEMORANDUM

ANDERSON COUNTY DEVELOPMENT STANDARDS

DATE: March 1, 2021

TO: Lacey Croegert
Executive Clerk to Council

FROM: Tim Cartee
Land Development Administrator

CC: Holt Hopkins, Alesia Hunter

SUBJECT: Wild Meadows Subdivision

Based on the recommendation of the Roads and Bridges Department, would you please place on the next County Council Agenda for consideration of acceptance for the following roads into the County Maintenance System at their March 16, 2021 Meeting.

This will add 1,046 feet of paved roads to the county maintenance system.

Developer: Wayne Blyler
Location: Oak Hill Dr.
County Council District: 1
Roads: Wild Meadows Drive

Please feel free to contact me at (260-4719) if you need more information.

Tommy Dunn
Chairman, District 5

John B. Wright
Council District 1

Ray Graham
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Gracie Floyd
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



MEMORANDUM

ANDERSON COUNTY ROADS AND BRIDGES

DATE: February 23, 2021

TO: Alesia Hunter
Development Standards

FROM: Norman McGill
Roadway Management Supervisor

CC: Holt Hopkins

SUBJECT: Wild Meadows Subdivision

To the best of my ability, I certify that there are no known drainage issues in **Wild Meadows Subdivision** on the roads listed below. All drainage facilities and roadways within the proposed county right of way meet the county standards that were approved by the Planning Commission from the preliminary plat. The roads of this phase of the subdivision are now eligible to be considered for acceptance into the county maintenance system. This will add **1,046** feet of paved roads to the county maintenance system.

District: 1

Location: Wild Meadows Subdivision

Roads: **Wild Meadows Drive (P-10-0356)**

Tommy Dunn
Chairman, District 5

John B. Wright
Council District 1

Ray Graham
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

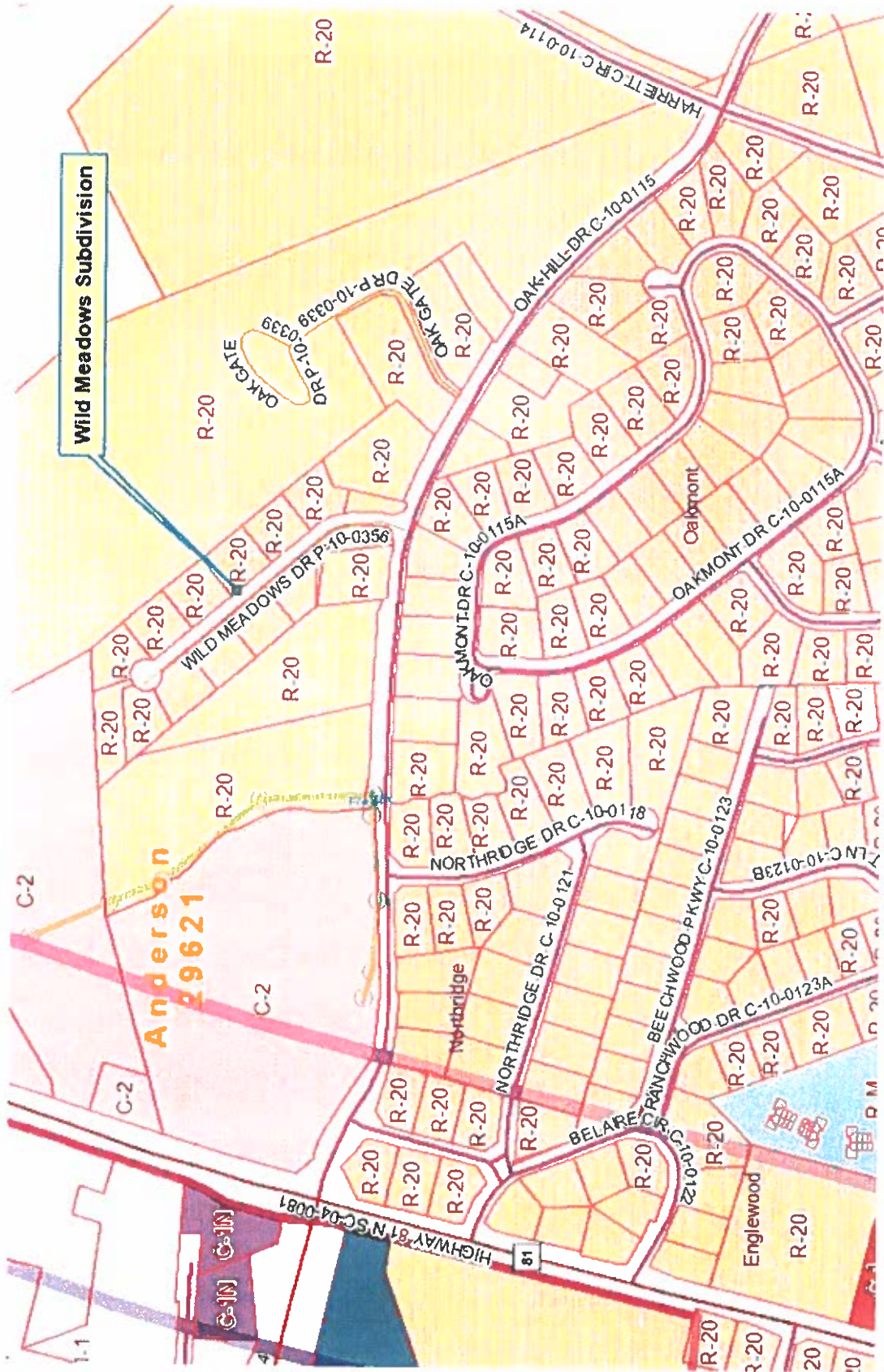
Gracie Floyd
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org

Roads & Bridges Department



**Anderson County Building & Codes
Monthly Activity Report
Feb-21**

Total Number Permit Transactions:	884
<i>New Single Family:</i>	<i>79</i>
<i>New Multi-Family:</i>	<i>2</i>
<i>Residential Additions/Upgrades:</i>	<i>23</i>
<i>Garages/Barns/Storage:</i>	<i>23</i>
<i>New Manufactured Homes:</i>	<i>16</i>
<i>New Commercial:</i>	<i>4</i>
<i>Commercial Upfits/Upgrades:</i>	<i>2</i>
<i>Courtesy Permits/Fees Waived:</i>	<i>1</i> <small>(See Attached)</small>

Inspection Activity:

<i>Citizens Inquiries:</i> <i>(New & Follow Up; Includes Sub-Standard Housing /Mobile Homes)</i>	<i>48</i> <small>(Includes Updating Sub-Standard Cases)</small>
<i>Tall Grass Complaints (New and Follow Ups):</i>	
<i>Number of Scheduled Building Inspections Performed (# of Site Visits):</i>	<i>793</i>
<i>Courtesy, Site and Miscellaneous Inspections:</i>	<i>1</i>
<i>Manufactured Home Inspections:</i>	<i>62</i>
Total Number of Inspections (Site Visits) for Department:	904

Reviews/Misc. Activity:

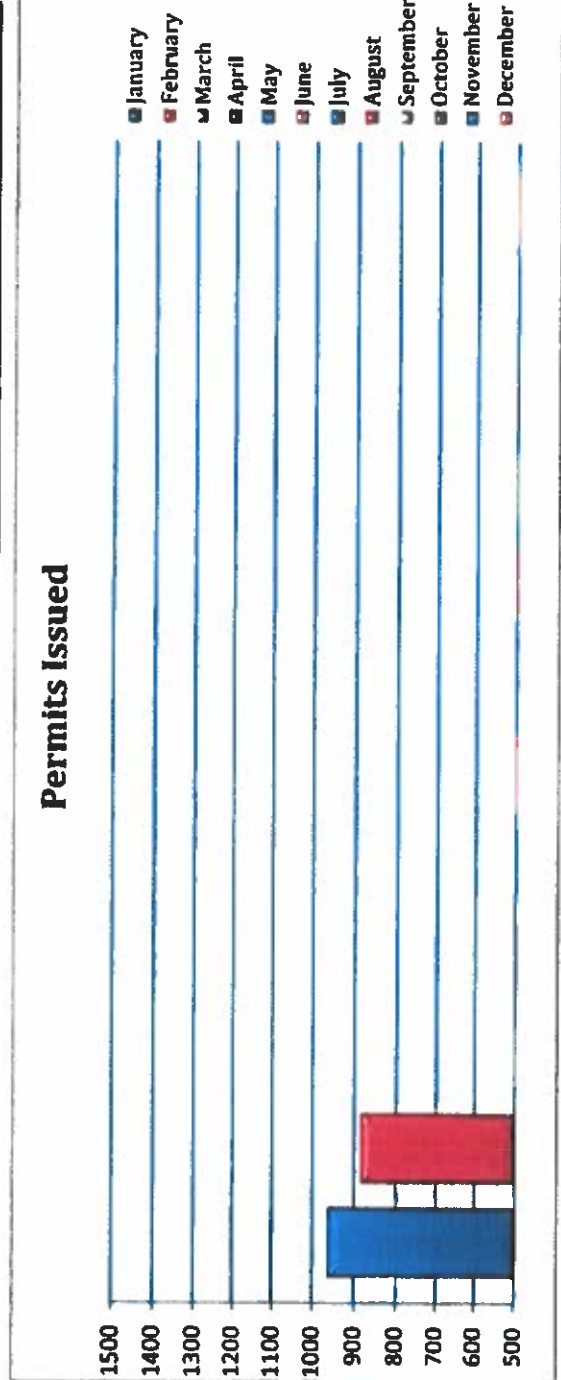
<i>Plans Reviewed:</i>	<i>72</i>	<small>(Includes preliminary consultations resubmittals and solar)</small>
<i>Mech/Elec/Plumb Reviews:</i>	<i>32</i>	<small>(Includes residential solar)</small>
<i>New Derelict Manufactured Home Cases:</i>	<i>0</i>	
<i>Hearings:</i>		
<i>Court Cases:</i>	<i>0</i>	

Revenue Collected:

<i>Reinspection Fees Collected:</i>	<i>\$175.00</i>
<i>Plan Review Revenue:</i>	<i>\$6,852.60</i>
Total Revenue For The Month:	\$142,910.80

Anderson County Building & Codes Permits Issued for 2021

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	229	308	142	155	76	7	12	34	963
February	223	277	130	138	62	6	11	37	884
March									0
April									0
May									0
June									0
July									0
August									0
September									0
October									0
November									0
December									0
Total	452	585	272	293	138	13	23	71	1847



Anderson County Building & Codes Permit Revenue for 2021

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	\$109,653.20	\$21,303.00	\$10,472.00	\$11,381.00	\$3,333.00	\$225.00	\$600.00	\$2,613.90	\$159,581.10
February	\$91,247.20	\$21,235.00	\$9,597.00	\$9,210.00	\$3,774.00	\$270.00	\$550.00	\$7,027.60	\$142,910.80
March									\$0.00
April									\$0.00
May									\$0.00
June									\$0.00
July									\$0.00
August									\$0.00
September									\$0.00
October									\$0.00
November									\$0.00
December									\$0.00
Total	\$200,900.40	\$42,538.00	\$20,069.00	\$20,591.00	\$7,107.00	\$495.00	\$1,150.00	\$9,641.50	\$302,491.90

Permit Revenue



- January
- February
- March
- April
- May
- June
- July
- August
- September
- October
- November
- December

BCR021
REQUESTED BY EDOWDY

ANDERSON COUNTY BUILDING CODES
CENSUS REPORT FOR 2/01/21 TO 2/28/2021
COURTESY PERMITS

9:06:19 3/01/21 PAGE 1

PERMIT #	ISSUE DATE	COST	OWNER NAME	MOD DESCRIPTION
MOD 702	COURTESY PERMIT/NO CHARGE			
202100447	2/05/2021	250.00	PENDLETON UNITED METHODIST CHURCH	THE SHORES OF ASBURY/ELECTRIC

TOTALS: 1 250.00

F.W. DODGE BUILDING STATISTICS
 Toll-Free Phone: 877-489-4092 Fax: 800-892-7470

REPORT OF BUILDING OR ZONING PERMITS ISSUED AND LOCAL PUBLIC CONSTRUCTION

For the month of **Feb-21**

ANDERSON COUNTY BUILDING & CODES
 P.O. Box 8002
 ANDERSON, SC 29622-8022

If your building permit system has changed, mark (X) in the appropriate place below

- Discontinued issuing permits
- Merged with another system
- Split into two or more systems
- Annexed land areas
- Had other changes

PLEASE RETURN THE WEEK OF:

If NO PERMITS were issued during this period, mark (X) and return this form

Section 1	NEW RESIDENTIAL	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
	Single-Family houses detached <i>Exclude mobile homes</i>	101	79	79	\$17,005,992			
	Single-family houses, attached - Separated by ground to roof wall, - No units above or below and - Separate heating systems & utility meters	102						
	Two-family buildings	103	2		\$193,600			
	Three-and four-family buildings	104						
	Five-or-more family buildings	105						
	TOTAL: Sum of 101-105	109	81	79	\$17,199,592	0	0	\$0.00
Section 2	NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
	Hotels, motels and tourist cabins <i>transient accommodations only</i>	213						
	Other non-housekeeping shelter	214						
Section 3	NEW NONRESIDENTIAL BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
	Amusement, social, and recreational	318						
	Churches and other religious	319						
	Industrial	320						
	Parking garages (buildings & open decks)	321						
	Service stations and repair garages	322						
	Hospitals and institutional	323						
	Offices, banks, and professional	324						
	Public works and utilities	325						
	Schools and other educational	326						
	Stores and customer services	327	4		\$5,922,971			
	Other nonresidential buildings	328	16		\$600,116			
	Structures other than buildings	329	13		\$658,600			
Section 4	ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
	Residential - <i>Classify additions of garages and carports in Item 438</i>	434	23		\$1,112,590			
	Nonresidential and non-housekeeping	437	2		\$173,861			
	Additions of residential garages and carports (attached and detached)	438	7		\$269,032			
Section 5	DEMOLITIONS AND RAZING OF BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
	Single-family houses (attached and detached)	645	3					
	Two-family buildings	646						
	Three-and four-family buildings	647						
	Five-or-more family buildings	648						
	All other buildings, structures or mobile homes	649	4					

****PLEASE REMEMBER TO FILL IN THE YELLOW AREAS****

Please return to: building.statistics@construction.com or Fax: 800-892-7470 or Fax: 866-663-6373

ID#: 14360

For the Month of: 1-Feb

Area covered by permits: Anderson County, SC

TOTAL VALUATION OF CONSTRUCTION EXCLUDES LAND AND PERMIT FEES

NEW RESIDENTIAL BUILDINGS	Total Number of Buildings	Total Dwelling Units	Total Valuation of Construction (omit cents)	Total Square Feet of Living Area (if available)
SINGLE FAMILY DETACHED		79	\$17,005,992	
SINGLE FAMILY ATTACHED (Townhouses or Row houses)	2	4	\$193,600	
TWO-FAMILY BUILDINGS (Duplexes)				
THREE OR MORE FAMILY BUILDINGS (Apartments or Stacked Cottages)				

If No Permits for these categories, please enter "X" in this box

QUESTION/COMMENTS
Contact Us TOLL-FREE by
Phone: 877-489-4092 Fax: 800-892-7470 or Fax: 866-663-6373

Name of person to contact regarding this report: Tammy E. Dowdy

Phone Number: (864)260-4158

Email Address: tdowdy@andersoncountysc.org

THANK YOU!

DISTRICT 1 - SPECIAL PROJECTS
001-5829-001-241
FY Ended June 30, 2021

March 8, 2021

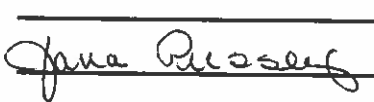
<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2020 - 2021	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	2,759.43
			Return of Appropriation from SC Upstate Equine that was not used - FY 16/17	1,000.00
8/25/2020	9/2/2020	88827	Anderson Pregnancy Care	(5,000.00)
8/25/2020	9/2/2020	88946	Proverbs Mentoring Organization	(1,000.00)
10/6/2020	10/14/2020	90366	Tiaras to Crowns (Bookbags & Supplies)	(250.00)
11/12/2020	11/18/2020	91089	Anderson Cavallers	(500.00)
11/12/2020	11/18/2020	91093	Anderson County Library	(10,000.00)
11/12/2020	11/18/2020	91103	Anderson Five Education Foundation	(4,000.00)
11/12/2020	11/18/2020	91278	Widows Watchmen	(500.00)
11/12/2020	11/18/2020	91088	YMCA of Anderson	(3,000.00)
11/20/2020	12/2/2020	91591	Tackling the Streets	(500.00)
12/15/2020	12/16/2020	91839	Anchored in His Grace Ministry (Assist in feeding the homeless)	(250.00)
12/15/2020	12/22/2020	92059	Anderson Interfaith Ministries (Home Repairs)	(2,000.00)
1/19/2021	1/20/2021	92728	Palmetto Knights (Battle of Nations)	(500.00)
1/19/2021	1/20/2021	92783	Vets Helping Vets of Anderson (to purchase a storage container)	(500.00)
2/2/2021	2/10/2021	93103	Anderson Arts Center (Rainbow Gang)	(400.00)

SUB-TOTAL 5,359.43

Committed:

Ending Balance 5,359.43

We certify that the above information to the best of our knowledge is up-to-date and is accurate.



Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: _____

DATE: March 08, 2021

DISTRICT 2 - SPECIAL PROJECTS
001-5829-002-241
FY Ended June 30, 2021

March 8, 2021

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	--	--	Budget 2020 - 2021	25,000.00
	--	--	From Accommodations Fee	5,000.00
			Brought Forward	14,657.50
8/25/2020	8/26/2020	88807	Zone Services, The	(820.00)
10/6/2020	10/14/2020	90239	Calvary Homes for Children	(2,000.00)
10/6/2020	10/14/2020	90275	Generation 4 (Community Food Bank)	(2,000.00)
10/6/2020	10/14/2020	90360	South Main Chapel and Mercy Center (Food Bank)	(2,000.00)
10/6/2020	10/14/2020	90360	South Main Chapel and Mercy Center (Resource Guide)	(250.00)
10/6/2020	10/21/2020	90526	Potter's House Restoration	(2,500.00)
11/12/2020	11/18/2020	91135	City of Anderson Recreation	(1,500.00)
11/12/2020	11/18/2020	91174	Haven of Rest	(1,000.00)

SUB-TOTAL 32,587.50

Committed:

Ending Balance 32,587.50

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Jana Pressley

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: _____

DATE: March 08, 2021

DISTRICT 3 - SPECIAL PROJECTS
001-5829-003-241
FY Ended June 30, 2021

March 8, 2021

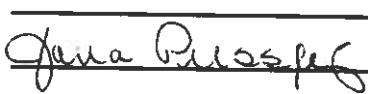
<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2020 - 2021	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	578.89
7/7/2020	7/15/2020	87579	American Legion Post #44	(2,000.00)
7/7/2020	7/15/2020	87740	Town of Starr for PRD Grant	(960.00)
10/6/2020	10/14/2020	90360	South Main Chapel and Mercy Center (Resource Guide)	(250.00)
11/12/2020	11/18/2020	91146	Crescent Elite Shooters	(1,000.00)
12/15/2020	12/16/2020	91839	Anchored in His Grace Ministry (Assist in feeding the homeless)	(100.00)
12/15/2020	12/22/2020	92061	Anderson Pregancy Care (Building Furnishings)	(3,000.00)
1/19/2021	1/20/2021	92783	Vets Helping Vets of Anderson (to purchase a storage container)	(500.00)
2/16/2021	2/24/2021	93449	Belton Alliance (Belton Rail Trail)	(5,000.00)

SUB-TOTAL 17,768.89

Committed:

Ending Balance 17,768.89

We certify that the above information to the best of our knowledge is up-to-date and is accurate.



Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: _____

DATE: March 08, 2021

DISTRICT 4 - SPECIAL PROJECTS
001-5829-004-241
FY Ended June 30, 2021

March 8, 2021

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2020 - 2021	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	18,706.99
			Return of Appropriation from SC Upstate Equine that was not used - FY 16/17	5,000.00
8/25/2020	9/2/2020	88828	Anderson Pregnancy Care	(500.00)
8/25/2020	9/2/2020	88875	Distinguished Young Women	(300.00)
10/6/2020	10/14/2020	90360	South Main Chapel and Mercy Center (Resource Guide)	(250.00)
10/6/2020	10/14/2020	90366	Tiaras to Crowns (Bookbags & Supplies)	(250.00)
11/12/2020	11/18/2020	91165	Goats 4 Goodness	(1,500.00)
11/20/2020	12/2/2020	91591	Tackling the Streets	(500.00)
12/15/2020	12/16/2020	91839	Anchored in His Grace Ministry (Assist in feeding the homeless)	(500.00)
12/15/2020	12/22/2020	92172	Tiaras to Crowns (Winter coast and supplles)	(250.00)
1/19/2021	1/20/2021	92728	Palmetto Knights (Battle of Nations)	(500.00)
1/19/2021	1/20/2021	92783	Vets Helping Vets of Anderson (to purchase a storage container)	(1,250.00)
2/2/2021	2/10/2021	93104	Anderson Arts Center (Rainbow Gang)	(400.00)
3/2/2021			SC Upstate Equine Council	(2,000.00)
SUB-TOTAL				45,506.99

Committed:

Ending Balance

45,506.99

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

DATE: _____



Jana Pressley, Assistant Finance Manager

DATE: March 08, 2021

March 8, 2021

DISTRICT 5 - SPECIAL PROJECTS
001-5829-005-241
FY Ended June 30, 2021

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	--	--	Budget 2020 - 2021	25,000.00
	--	--	From Accommodations Fee	5,000.00
			Brought Forward	8,390.05
8/25/2020	9/2/2020	88829	Anderson Pregnancy Care	(500.00)
8/25/2020	9/2/2020	88874	Distinguished Young Women	(300.00)
10/6/2020	10/14/2020	90360	South Main Chapel and Mercy Center (Resource Guide)	(250.00)
10/6/2020	10/14/2020	90366	Tiaras to Crowns (Bookbags & Supplies)	(250.00)
11/12/2020	11/18/2020	91089	Anderson Cavaliers	(500.00)
11/20/2020	12/2/2020	91591	Tackling the Streets	(500.00)
12/15/2020	12/16/2020	91839	Anchored in His Grace Ministry (Assist in feeding the homeless)	(150.00)
12/15/2020	12/17/2020	JE 9076	PARD Match Wellington Park (Basketball Court)	(2,500.00)
1/19/2021	1/20/2021	92728	Palmetto Knights (Battle of Nations)	(500.00)
1/19/2021	1/20/2021	92783	Vets Helping Vets of Anderson (to purchase a storage container)	(500.00)
2/2/2021	2/10/2021	93105	Anderson Arts Center (Rainbow Gang)	(400.00)

SUB-TOTAL 32,040.05

Committed:

Ending Balance 32,040.05

We certify that the above information to the best of our knowledge is up-to-date and is accurate.



Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: _____

DATE: March 08, 2021

DISTRICT 6 - SPECIAL PROJECTS
001-5829-006-241
FY Ended June 30, 2021

March 8, 2021

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	--	--	Budget 2020 - 2021	25,000.00
	--	--	From Accommodations Fee	5,000.00
			Brought Forward	9,194.45
8/26/2020	9/2/2020	88856	CESA Tri County	(6,000.00)
8/25/2020	9/2/2020	88873	Distinguished Young Women	(300.00)
8/26/2020	9/2/2020	88942	PLAY (Powdersville League of Athletic Youth)	(5,000.00)
10/6/2020	10/14/2020	90360	South Main Chapel and Mercy Center (Resource Guide)	(250.00)
10/6/2020	10/14/2020	90389	YMCA of Powdersville (mentor Program)	(2,500.00)
12/15/2020	12/16/2020	91839	Anchored in His Grace Ministry (Assist in feeding the homeless)	(100.00)
12/15/2020	12/17/2020	JE 9076	PARD Match Hurricane Springs Parak (Park Improvements)	(5,000.00)
1/19/2021	1/20/2021	92783	Vets Helping Vets of Anderson (to purchase a storage container)	(500.00)
3/2/2021			Saluda River Rally	(2,500.00)

SUB-TOTAL 17,044.45

Committed:

Ending Balance 17,044.45

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Jana Pressley

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: _____

DATE: March 08, 2021

March 8, 2021

DISTRICT 7 - SPECIAL PROJECTS
001-5829-007-241
FY Ended June 30, 2021

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	--	--	Budget 2020 - 2021	25,000.00
	--	--	From Accommodations Fee	5,000.00
			Brought Forward	50.00
11/12/2020	11/18/2020	91130	Cheddar Youth Center	(3,500.00)
11/20/2020	12/2/2020	91533	Honea Path Free Clinic	(1,000.00)
11/20/2020	12/2/2020	91548	Mill Town Players	(1,300.00)
11/20/2020	12/2/2020	91594	Town of Pelzer	(1,000.00)
12/15/2020	12/16/2020	91839	Anchored in His Grace Ministry (Assist in feeding the homeless)	(100.00)
12/15/2020	12/22/2020	92175	Town of Pelzer (Assist with Mural)	(200.00)
1/19/2021	1/20/2021	92728	Palmetto Knights (Battle of Nations)	(500.00)
1/19/2021	1/20/2021	92783	Vets Helping Vets of Anderson (to purchase a storage container)	(250.00)
3/2/2021			Saluda River Rally	(2,500.00)
3/2/2021			Town of Williamston (Recreation for Youth)	(5,000.00)

SUB-TOTAL 14,700.00

Committed:

Ending Balance 14,700.00

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

DATE: _____



Jana Pressley, Assistant Finance Manager

DATE: March 08, 2021

Council Meeting: March 16, 2021

Attached transfers have been posted to General Ledger. This is notice to council of the processed transfers.

Transfers FY 2020-2021

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: Treasurer (5042)

FROM:	TO:	AMOUNT:
TITLE _____ ACCT.# _____	TITLE _____ ACCT# _____	
TITLE <u>Lodging</u> ACCT.# <u>001-5042-000-203</u>	TITLE <u>Printing</u> ACCT# <u>001-5042-000-245</u>	<u>1315.16</u>
TITLE _____ ACCT# _____	TITLE _____ ACCT# _____	
TITLE _____ ACCT.# _____	TITLE _____ ACCT# _____	
TITLE _____ ACCT.# _____	TITLE _____ ACCT# _____	
Total		0.00

Explain, in **COMPLETE DETAIL**, the reason for the transfer.

REASON:

increased cost for 2020 tax year mobile home decals

Is this transfer within your department? (Circle One) Yes No

Is this transfer within your division? (Circle One) Yes No

DEPT. HEAD: [Signature]

DATE: 1-11-21

DIVIS HEAD: _____

DATE: _____

FINANCE: [Signature]

DATE: 1 Dec - 21

ADMINISTRATOR: [Signature]

DATE: 1-26-21

Journal Entry # 1005

DATE: 2-17-21

BUDGET TRANSFER

DIVISION: Administration

DEPARTMENT: Finance

FROM:	TO:	AMOUNT:
TITLE <u>Management Consulting</u> ACCT.# <u>001-5043-000-339</u>	TITLE <u>Service Contracts</u> ACCT# <u>001-5043-000-375</u>	<u>350.00</u>
TITLE _____ ACCT.# _____	TITLE _____ ACCT# _____	_____
TITLE _____ ACCT.# _____	TITLE _____ ACCT# _____	_____
TITLE _____ ACCT.# _____	TITLE _____ ACCT# _____	_____
TITLE _____ ACCT.# _____	TITLE _____ ACCT# _____	_____
Total		350.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

Service call for the Check sealing machine

Is this transfer within your department? (Circle One) Yes No

Is this transfer within your division? (Circle One) Yes No

DEPT. HEAD: H Li
 DIVIS HEAD: _____
 FINANCE: _____
 ADMINISTRATOR: [Signature]

DATE: 2-3-21
 DATE: _____
 DATE: _____
 DATE: 2-3-21

Journal Entry # 1005

DATE: 2 17 21

BUDGET TRANSFER

DIVISION: Clerk of Court

DEPARTMENT: Civil/Criminal Records

FROM:	TO:	AMOUNT:
TITLE <u>Juror Fees</u> ACCT.# <u>001-6052-000-230</u>	TITLE <u>Supplies- Office</u> ACCT# <u>001-6052-000-289</u>	<u>\$7,500</u>
TITLE <u>Juror Fees</u> ACCT.# <u>001-6052-000-230</u>	TITLE <u>Printing</u> ACCT# <u>001-6052-000-245</u>	<u>\$300</u>
TITLE <u>Juror Fees</u> ACCT# <u>001-6052-000-230</u>	TITLE <u>Telephones</u> ACCT# <u>001-6052-000-275</u>	<u>\$300</u>
TITLE _____ ACCT.# _____	TITLE _____ ACCT# _____	
TITLE _____ ACCT.# _____	TITLE _____ ACCT# _____	

Total

\$8,100
~~0.00~~

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

for the office. to purchase new scanners
Printing budgeted in office - Business cards, envelopes, etc
Telephone budgeted at a cost of \$18 monthly; actual
is approx. \$38 monthly

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

C. Beena Thomassen

DIVIS HEAD:

Luband Shuler

FINANCE:

[Signature]

ADMINISTRATOR:

[Signature]

DATE:

2/4/21

DATE:

2/4/21

DATE:

2-4-21

DATE:

2-5-21

Journal Entry #

1005

DATE:

2 17 20

BUDGET TRANSFER

DIVISION: PRT

DEPARTMENT: Special Populations

FROM:	TO:	AMOUNT:
TITLE <u>Uniforms and Clothing</u>	TITLE <u>Postage</u>	
ACCT.# <u>001-5066-001-280</u>	ACCT# <u>001-5066-001-243</u>	\$ <u>350</u>
		300.00

TITLE _____	TITLE _____	\$ _____
ACCT.# _____	ACCT# _____	

TITLE _____	TITLE _____	\$ _____
ACCT.# _____	ACCT# _____	

Explain, in **COMPLETE DETAIL**, the reason for the transfer.

REASON: We have experinedced an increase in the amount of items needing to be mailed.
This is due to no in person activities for a lot of our participants.
Based on usage and annulization amount was increased.

Is this transfer within your department? (Circle One) Y N
 Is this transfer within your division? (Circle One) Y N

DEPT. HEAD: [Signature]
 DIVIS HEAD: _____
 FINANCE: [Signature]
 ADMINISTRATOR: [Signature]

DATE: 1/27/2021
 DATE: 1/28/21
 DATE: 1-28-21
 DATE: 1-29-21
 DATE: 2/17/21

Journal Entry # 1006

BUDGET TRANSFER

DIVISION: _____
 DEPARTMENT: Coroner's Office

FROM:		TO:	AMOUNT:
TITLE	<u>Training for Employees</u>	TITLE	
ACCT.#	<u>001-5131-000-277</u>	ACCT#	<u>001-5131-000-204</u> 200.00
TITLE	_____	TITLE	_____
ACCT.#	_____	ACCT#	_____
TITLE	_____	TITLE	_____
ACCT.#	_____	ACCT#	_____
TITLE	_____	TITLE	_____
ACCT.#	_____	ACCT#	_____
TITLE	_____	TITLE	_____
ACCT.#	_____	ACCT#	_____
		Total	0.00

Explain, in **COMPLETE DETAIL**, the reason for the transfer.

REASON:

To cover expenses that is over budget in Books and Publication

SC Legislative Council Annual Updates

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

[Signature]

DATE:

02/05/21

DIVIS HEAD:

DATE:

FINANCE:

DATE:

[Signature]

DATE:

2-16-21

ADMINISTRATOR:

Journal Entry #

1005

DATE:

2/17/21

BUDGET TRANSFER

DIVISION: Public Works Admin
 DEPARTMENT: 5226

FROM:	TO:	AMOUNT:
TITLE <u>Lodging</u> ACCT.# <u>001-5226-000-293</u>	TITLE <u>Professional Serv.</u> ACCT# <u>001-5226-000-304</u>	2500.00
TITLE _____ ACCT.# _____	TITLE _____ ACCT# _____	_____
TITLE _____ ACCT.# _____	TITLE _____ ACCT# _____	_____
TITLE _____ ACCT.# _____	TITLE _____ ACCT# _____	_____
TITLE _____ ACCT.# _____	TITLE _____ ACCT# _____	_____
Total		2500.00 0.00

Explain, in **COMPLETE DETAIL**, the reason for the transfer.

REASON:
with not much traveling and/or lodging would like to transfer money to be used for additional training hours
for county employees on cartagraph; through cartagraph.

Is this transfer within your department? (Circle One) Yes No
 Is this transfer within your division? (Circle One) Yes No

DEPT. HEAD: _____ DATE: _____
 DIVIS HEAD: [Signature] DATE: 2/15/21
 FINANCE: [Signature] DATE: 2-10-21
 ADMINISTRATOR: [Signature] DATE: 2-16-21
 Journal Entry # 1005 DATE: 2-17-21



ANDERSON COUNTY SHERIFF'S OFFICE

February 2021

Uniform Patrol	
Average Daily Calls for Service	384
Total Calls for Services	10,756
Total Number of Incident Reports	1265
Total Number of Arrests	270
Total Number of "Domestic" Incidents	68
Total Number of "Unlawful Conduct Towards a Child" Reports	10

Detention Center	
Average Daily Population	329
Average Daily Population Capacity Percentage	131.6%
Total Number of Meals Served	27,200
Litter Crew: Total Miles Cleaned/Cleared	61
Litter Crew: Total Number of Trash Bags Processed	1,891
Litter Crew: Total Number of Tires Removed	161

Communications Center	
Average Daily Calls for Service	917
Total Calls for Assistance	25,665

Records	
Total DSS Histories & Reports	418
Total Non Ferrous Metal Permits	118
Total Number of Tickets	133
Total Number of Case Jackets to Court	132

Courthouse	
Number of People Screened	11,960
Courthouse, Annex, Summary Crt & Library	
Number of Juveniles Transported	0
Number of Walk-Up Bench Warrants	0
Number of Family Court Cases	189
Number of Inmates Through Courthouse	0
Number of Bank Transports Conducted	66
Number of Preliminary Hearings	0
Number of Keep Checks on County Parks	104
Number of Civil Papers Served	0

Complied from manually entered data

Animal Control	
Average Daily Calls for Service	21
Total Calls for Service	568
Total Number of Animals Collected/Transported	95
Total Number of State Tickets/Arrest Warrants	1
Total Number of County Ordinance Tickets/Warnings Issued	13/127
Traffic Stops/Reports Written	4/15
Large Animal Calls	37

Forensics	
Total Individual Analysis Completed	5,967
Total Number of Evidence Pieces Collected	885
Total Number of Evidence Pieces Processed	384
Total Number of CSI Calls	157
Total Number of Photos Taken	3,071
Total Number of Finger Prints Collected	99

Civil Process & Warrants	
Total Number of Civil Papers Received	506
Total Number of Civil Papers Completed	499
Total Number of Evictions Scheduled	49
Total Number of Evictions Completed	29
Hours Spent on Evictions	30 hrs
Total Number of Pick Up Orders	3
Hours Spent on Pick Up Orders	1 hr.
Total Warrants Received	311
Total Warrants Served/Cleared	331
Total Judgments Received	43
Total Judgments Satisfied	2
Total Judgments Nulla Bona	39