



**ANDERSON  
COUNTY**  
SOUTH CAROLINA

**Tommy Dunn**  
Chairman  
Council District 5

**Ray Graham**  
Vice Chairman  
Council District 3

**Craig Wooten**  
Council District 1

**Gracie S. Floyd**  
Council District 2

**Brett Sanders**  
Council District 4

**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**  
**August 20, 2019 at 6:00 PM**  
**Historic Courthouse – Council Chambers – Second Floor**  
**Chairman Tommy Dunn, Presiding**

1. **CALL TO ORDER:**
2. **RESOLUTIONS/PROCLAMATIONS:**
  - a. **R2019-034:** A resolution to recognize the Honea Path 8U All-Star Baseball Team for their exceptional performance as the Dixie Youth District 1 Division 2 Champions and the State Runner-up of the Dixie Youth 2AA Coach Pitch Baseball Tournament.  
Ms. M. Cindy Wilson (allotted 5 minutes)

3. **ADJOURNMENT:**

**AGENDA**  
**ANDERSON COUNTY COUNCIL**  
**REGULAR MEETING**  
**August 20, 2019 at 6:30 PM**  
**Historic Courthouse – Council Chambers – Second Floor**  
**Chairman Tommy Dunn, Presiding**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Mr. Brett Sanders  
August 6, 2019
3. **APPROVAL OF MINUTES:**
4. **CITIZENS COMMENTS:** Agenda Matters only
5. **UPDATE ON DISTRICT 2:** Ms. Gracie S. Floyd (allotted 20 minutes)
6. **ORDINANCE THIRD READING:**
  - a. **2019-030:** An ordinance amending Ordinance #99-004, The Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending certain sections of the Zoning Ordinance text, specifically Chapter 70, Article 4, Chapter 70, Article 9, Section 5.2 and 5.3, and Chapter 70, Article 10, Section 2 to reconstitute the Zoning Advisory Groups. **PUBLIC HEARING-NO TIME LIMITS**  
Dr. Jeff Parkey (allotted 5 minutes)
  - b. **2019-031:** An ordinance to amend Section 59-23, Titled Speed and Traffic Volume, of the Code of Ordinances, Anderson County, South Carolina so as to change the standard for determination that a speeding problem exists.  
**PUBLIC HEARING-NO TIME LIMITS** Mr. Rusty Burns (allotted 5 minutes)
7. **ORDINANCE SECOND READING:**
  - a. **2019-032:** An ordinance to amend the zoning map to rezone +/- 9.75 acres from R-20 (Single Family Residential) to C-2 (Highway Commercial) at Cartee Road and I -85. (District 4)  
Dr. Jeff Parkey (allotted 5 minutes)
  - b. **2019-035:** An ordinance to amend Section 2-633 of the Anderson County, South Carolina Code of Ordinances so as to increase from \$1,000.00 to \$5,000.00 the smallest amount for which an annual inventory and accounting is required.  
Ms. Rita Davis (allotted 5 minutes)
  - c. **2019-036:** An ordinance authorizing pursuant to Title 4 of the Code of Laws of South Carolina 1976, as amended, including sections 4-1-170, 4-1-175, and 4-29-68 thereof, and Article VIII, Section 13 of the South Carolina Constitution the, execution and delivery of an Infrastructure Credit Agreement, by and between Anderson County, South Carolina and a company known to the county as Project MCPEND, to provide for certain Special Source Revenue or Infrastructure Credits.  
(Project MCPEND) Mr. Burriss Nelson (allotted 5 minutes)
  - d. **2019-037:** An ordinance to amend an agreement for the Development of a Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park (Project MCPEND)  
Mr. Burriss Nelson (allotted 5 minutes)

e. **2019-038:** An ordinance to authorize Anderson County to obtain a loan from the Brownsfields Revolving Loan Fund administered by the Catawba Regional Council of Governments for environmental cleanup at the Toxaway Mill Site and the Pelzer Lower Mill Site. Mr. Rusty Burns (allotted 5 minutes)

f. **2019-039:** An ordinance authorizing the sale of all Real Property owned by Anderson County, South Carolina, acquired by deed from One World Technologies, INC., and also known as the Pickens TTI Site to Empire Properties, LLC. Mr. Rusty Burns (allotted 5 minutes)

**8. ORDINANCE FIRST READING:**

a. **2019-040:** An ordinance (1) authorizing pursuant to Title 4 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-70, 4-1-175, and 4-29-68 thereof, and Article VIII, Section 13 of the South Carolina Constitution the, execution and delivery of an Infrastructure Credit Agreement, by and between Anderson County, South Carolina, and a company known to the County as Project Swan, to provide for certain Special Source Revenue or Infrastructure Credits; (2) authorizing the receipt and administration of a State Grant for the benefit of the project; and (3) other related matters. (Project Swan)  
Mr. Burriss Nelson (allotted 5 minutes)

b. **2019-041:** An ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park.  
(Project Swan) Mr. Burriss Nelson (allotted 5 minutes)

9. **RESOLUTIONS:** None

**10. ROAD ACCEPTANCE INTO COUNTY INVENTORY:**

**Avendell Subdivision:** (Council District 6)  
Avendell Drive  
Nevell Drive

**11. REPORT FROM PLANNING AND PUBLIC WORKS HELD AUGUST 14, 2019:**

Chairman M. Cindy Wilson (allotted 5 minutes)

3. Discussion on rewriting enforcement for storage and noxious businesses in zoned residential areas.
4. Review of conservation, design and development measures for the Anderson County Developmental Standards Department.

**12. EXECUTIVE SESSION:**

- a. Legal matter related to Welpine Sewer Right of Way Acquisition
- b. Contractual matters related to Pearman Dairy Road TTI Building

**13. APPOINTMENTS:**

Library Board- D3, D7  
Planning Commission- D4

**14. REQUESTS BY COUNCIL:**

All Districts (14 minutes)

Cardinal Racquet Club- D1  
Carolina Elite Soccer Academy- D6  
Powdersville Fishing Team- D6

**15. ADMINISTRATORS REPORT:**

(allotted 2 minutes)

- a. Building and Codes Report
- b. Special Projects
- c. Paving Report
- d. Sheriff's Report

- 16. **CITIZENS COMMENTS:**
- 17. **REMARKS FROM COUNCIL:**
- 18. **ADJOURNMENT:**

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

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



**RESOLUTION R2019-034**

**A RESOLUTION TO HONOR AND RECOGNIZE HONEA PATH 8U ALL-STAR BASEBALL TEAM FOR THEIR EXCEPTIONAL PERFORMANCE AS THE DIXIE YOUTH DISTRICT 1 DIVISION 2 CHAMPIONS AND THE STATE RUNNER-UP OF THE DIXIE YOUTH 2AA COACH PITCH BASEBALL TOURNAMENT; AND OTHER MATTER RELATED THERETO.**

**Whereas**, on Saturday June 1, 2019 the Honea Path 8U All- Star team joined together and began practicing; and,

**Whereas**, on June 13-15 the team participated in the Dixie Youth District 1 Division 2 Coach Pitch Tournament. The team finished the tournament with a 4-1 record and became the District 1 Division 2 Champions; and,

**Whereas**, on July 5-9, the Honea Path 8U All-Star Baseball team did play in the Dixie Youth 2AA Coach Pitch Baseball Tournament at the Anderson Sports and Entertainment Center Baseball Complex. The Honea Path 8U All-stars ended the tournament with 4-2 record and became the State Runner up in the 2019 Division 2AA Coach Pitch Tournament earning the invitation and chance to compete in the national tournament; and,

**Whereas**, during the tournament the team also received the 2019 Sportsmanship Award for displaying the greatest sportsmanship off and on the field; and,

**Whereas**, on July 26-30, 2019 the team traveled to Ruston, Louisiana to compete and represent South Carolina in the Dixie Youth Baseball Machine Pitch Division 2 World Series. The team finished in 3<sup>rd</sup> place with a record of 3-3 out of the 8 teams competing in their division. During the tournament the team scored 28 runs in a single game which was the highest score of any game in this series; and,

**Whereas**, during the tournament the team also competed in various skills competitions such as a home run derby, a round-robin infield competition and a base-running competition. Two players from the team received 1<sup>st</sup> and 2<sup>nd</sup> place in the base running competition; and,

**Now Therefore**, the Anderson County Council is proud to recognize our youth who demonstrate high qualities of sportsmanship, dedication and teamwork. We are extremely proud of all of your accomplishments as you reflect true pride in our community, setting an example for your peers to emulate. We wish you great success in all of your future endeavors.

**RESOLVED** in meeting duly assembled this 20<sup>th</sup> day of **August, 2019**.

**FOR ANDERSON COUNTY:**

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

**ATTEST:**

\_\_\_\_\_  
M. Cindy Wilson  
District Seven

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

\_\_\_\_\_  
Lacey A. Croegaert  
Clerk to Council

State of South Carolina    )

County   of           Anderson    )

ANDERSON COUNTY COUNCIL  
SPECIAL PRESENTATION MEETING  
AUGUST 6, 2019

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

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
CELIA MEYERS

1 TOMMY DUNN: At this time I'd like to call  
2 to order the August 6th council meeting, the part we do  
3 proclamations and resolutions. I want to welcome each  
4 and every one of you here and thank you for coming.  
5 We've got one out of town and one on the way. He's  
6 running late, got tied up in traffic. It's 6:00.  
7 We've got a quorum here so we're going to get going.  
8 The first on the agenda tonight will be Resolution  
9 R2019-031. Ms. Wilson, please.  
10 CINDY WILSON: Thank you, Mr. Chairman. I'll  
11 read it.  
12 **WHEREAS**, Dr. Ronnie L. Booth recently retired from  
13 Tri-County Technical College after sixteen years of  
14 service as President, stating, "Making a tangible and  
15 measurable difference in so many lives is certainly what  
16 I will miss the most"; and  
17 **WHEREAS**, under Dr. Booth's leadership, Tri-County  
18 Technical College has become a critical partner for  
19 Anderson County in recruiting industry, most recently  
20 cited by Arthrex, a medical device company slated to  
21 employ 1,000 people within five years, as one of the top  
22 reasons they chose to locate in Anderson County; and  
23 **WHEREAS**, Dr. Booth led the establishment of several  
24 groundbreaking initiatives that are now models in South  
25 Carolina and nationally, including the nationally-  
26 recognized Bridge to Clemson program with Clemson  
27 University; the Connect to College program for high  
28 school dropouts, a second-chance opportunity to obtain a  
29 high school diploma; the highly successful Technical  
30 Career Pathways program, which allows high school  
31 students to earn a college certificate in a technical  
32 area before graduating from high school, creating a  
33 seamless pathway to continue at the post secondary level  
34 and/or enter high-demand careers in manufacturing; the  
35 first of its kind Michelin Manufacturing Scholars  
36 program; the first in South Carolina I-BEST Manufacturing  
37 Pathway Program for under-resourced adults; and the first  
38 in the state "LPN to Professor Initiative" creating a  
39 seamless pathway from Licensed Practical Nursing to  
40 master's degree options that lead to teaching at the  
41 College or University level; and  
42 **WHEREAS**, Dr. Booth is married to Sara Booth; they  
43 have two adult daughters, Ashley and Erin, and two  
44 granddaughters; and Dr. and Mrs. Booth make their home in  
45 Anderson.  
46 **THEREFORE BE IT RESOLVED**, to take effect and be in  
47 force immediately upon enactment, in meeting  
48 duly assembled this sixth day of August 2019, that we in  
49 Anderson County are grateful to Dr. Booth for his  
50 lifetime of service and hereby recognize and honor his

1 many contributions to the community, which will sustain  
2 his legacy for decades to come.

3 And I put that in the form of a motion, please,  
4 sir.

5 TOMMY DUNN: Have a motion Ms. Wilson; have  
6 a second?

7 CRAIG WOOTEN: Second.

8 TOMMY DUNN: Second Mr. Wooten. Any  
9 discussion? Mr. Wooten.

10 CRAIG WOOTEN: I would like to echo some of  
11 those comments just having known Dr. Booth over the  
12 last fifteen years. My wife, you know, was able to  
13 attain a second degree at Tri-County Tech. I took  
14 courses there and it made an impact in our lives. And  
15 we saw where it made an impact in friends of ours  
16 lives. You know, they say personnel is policy. And he  
17 is the right personnel to lead the technical college  
18 and the policy throughout made an impact in the  
19 community. They really met people where they were and  
20 they helped them. It was a testament to his  
21 leadership. So I really appreciate your service.

22 TOMMY DUNN: Anyone else?

23 CINDY WILSON: I believe this resolution  
24 doesn't quite do us -- do Dr. Booth justice, but we are  
25 eternally grateful. You're much copied nationwide. I  
26 even knew that from the state of Georgia coming over to  
27 emulate and design their technical school system  
28 pattern after our Tri-County system. They came here  
29 and looked at Tri-County Tech and went back to Georgia  
30 and built theirs very much like this. We're grateful.  
31 Thank you.

32 TOMMY DUNN: Anyone else?

33 BRETT SANDERS: Yes, sir.

34 TOMMY DUNN: Mr. Sanders.

35 BRETT SANDERS: I'd just like to say that  
36 Anderson County's partnership with Dr. Booth and Tri-  
37 County Tech has been a true asset and will continue to  
38 be an asset on economic development, as well as  
39 community development. He will be missed. And I  
40 personally, and council, I'm sure, look forward to  
41 continuing our partnership with Tri-County Tech. Thank  
42 you.

43 TOMMY DUNN: Thank you, Mr. Sanders. I'd  
44 just like to recognize former Councilman Tom Allen here  
45 from District 4. Glad to have Mr. Allen here. I know  
46 he come here for this. He worked very much, too, with  
47 Dr. Booth. I'd just like to add -- echo what my fellow  
48 councilmen has said and also say that we've got a lot  
49 of young folks and people's got jobs now and able to  
50 get good jobs because of the partnership with Tri-

1 County Tech under Dr. Booth's leadership. That's  
2 always been my goal. When I first run for county  
3 council, I was hoping young people wouldn't have to  
4 leave Anderson to get a good job if they didn't want  
5 to. And so that's -- he's been an excellent. Dr.  
6 Booth extended his hand to the new council over ten  
7 years ago, give us, I think, a little bit of  
8 legitimacy, helped us out through some tough times,  
9 helped us bring in some very good major players in the  
10 industry world. The list goes on and on what he's  
11 done. He's left in good hands Tri-County Tech has  
12 been, as Ms. Wilson said, a role model and will  
13 continue to be setting standards for all our technical  
14 universities. And Dr. Booth, it was not just a job to  
15 him; it was a passion, and I really appreciate it. And  
16 having been out with him on some recruiting trips a  
17 couple of times we've run into some of his students.  
18 He had a passion for them and you could see it. It was  
19 not put-on. And I appreciate it. I hope Dr. Booth  
20 gets real bored in retirement soon and comes back and  
21 we can find him something to do here in Anderson  
22 County. Appreciate that.

23 All in favor of the motion show of hands. Opposed  
24 like sign. Show the motion carries unanimously.

25 Dr. Booth, if you could come down.

26 **PRESENTATION OF RESOLUTION**

27 TOMMY DUNN: Dr. Booth, if you'd like to  
28 say a few things. I don't want to put you on the spot.

29 DR. BOOTH: It's nice to know that on one  
30 day in my life somebody liked me.

31 CINDY WILSON: Just a big thank you. And we  
32 won't let you stray too far.

33 DR. BOOTH: Not going anywhere. We love  
34 it here.

35 **APPLAUSE**

36 TOMMY DUNN: At this time we'll be moving  
37 on to Item 2(b), R2019-032. Councilman Craig Wooten.  
38 Craig.

39 CRAIG WOOTEN: Thank you, Mr. Chairman.

40 **THIS IS A RESOLUTION TO ENDORSE AND SUPPORT THE**  
41 **AMERICANS WITH DISABILITIES ACT (ADA), CELEBRATING ITS**  
42 **25TH YEAR OF ENACTMENT; ENCOURAGING ALL RESIDENTS**  
43 **AND BUSINESSES TO RECOGNIZE ITS IMPORTANCE; AND OTHER**  
44 **MATTERS RELATED THERETO.**

45 **WHEREAS,** Anderson County supports the Americans  
46 with Disabilities Act (ADA),  
47 which prohibits discrimination based on actual or  
48 perceived disability and guarantees that people with  
49 disabilities have the same opportunities as everyone  
50 else to participate in the mainstream of American life



1 - to enjoy employment opportunities, to purchase goods  
2 and services and to participate in government programs  
3 and services;

4 **WHEREAS**, the Americans with Disabilities Act (ADA)  
5 was signed into law on July 26, 1990 by President  
6 George H.W. Bush and is celebrating its 25th year of  
7 enactment;

8 **WHEREAS**, Anderson County is committed to enforcing  
9 policies that adhere to Title II of the ADA which  
10 applies to State and Local Government entities,  
11 ensuring all people have access to services, programs  
12 and activities offered by Anderson County;

13 **WHEREAS**, Anderson County strongly encourages all  
14 businesses to commit to Title III of the ADA which  
15 prohibits discrimination on the basis of disability and  
16 requires places of public accommodation and commercial  
17 facilities to be designed, constructed and altered in  
18 compliance with the accessibility standards;

19 **WHEREAS**, Anderson County is committed to providing  
20 accessible services and programs and arrange for  
21 requested reasonable accommodations;

22 **WHEREAS**, Anderson County provides a grievance  
23 policy to allow instances of discrimination under Title  
24 II to be reported and appropriate corrective measures  
25 prescribed;

26 **NOW THEREFORE, BE IT RESOLVED** that Anderson County  
27 will undertake efforts, including, but not limited to,  
28 this resolution to make its citizens aware of their  
29 rights under the Americans with Disabilities Act (ADA)  
30 and to deter discrimination in any form;

31 1. Where appropriate, Anderson County staff shall use  
32 best efforts to enforce existing policies, provide  
33 guiding principles and create operating practices so  
34 that County facilities and programs are planned,  
35 designed, constructed and operated to make  
36 accessibility a part of Anderson County planning and  
37 programming;

38 2. Where appropriate, Anderson County staff shall use  
39 best efforts to plan for, design, construct and operate  
40 all new County facilities and programs to provide  
41 accessibility for persons of all abilities;

42 3. Where appropriate, Anderson County staff shall use  
43 best efforts to incorporate ADA Design Guidelines and  
44 Universal Design principles into strategic planning,  
45 plans, manuals, rules, regulations and programs.

46 I put it forth in a motion to adopt it this 6th day  
47 of August, 2019.

48 TOMMY DUNN: Have a motion Mr. Wooten;  
49 second Ms. Wilson. Now any discussion? Hearing and  
50 seeing none, all in favor of the motion show of hands.

1 Opposed like sign. Show the motion carries  
2 unanimously.

3 Moving on now to Item number (c), Proclamation.  
4 Councilman Brett Sanders.

5 BRETT SANDERS: Yes, sir, Mr. Chairman. I'm  
6 going to have to read it off this. I can't find my  
7 paper here.

8 **THIS IS A PROCLAMATION DECLARING August 4th**  
9 **THROUGH THE 10TH, 2019 ANDERSON COUNTY FARMERS**  
10 **MARKET WEEK**

11 **WHEREAS**, Anderson County farmers and ranchers  
12 provide citizens with access to healthful, locally,  
13 and regionally produced foods through farmers markets,  
14 which are expanding and evolving to accommodate the  
15 demand for a diverse array of agricultural products;  
16 and,

17 **WHEREAS** farmers markets and other agricultural  
18 direct marketing outlets provide infrastructure to  
19 assist in the distribution of farm and value-added  
20 products, thereby contributing approximately \$9 billion  
21 each year to the U.S. economy; and,

22 **WHEREAS** farmers markets serve as significant  
23 outlets by which small to medium, new and beginning,  
24 and veteran agricultural producers market agricultural  
25 products, generating revenue that supports the  
26 sustainability of family farms and the revitalization  
27 of rural communities nationwide; and,

28 **WHEREAS** the Anderson County Council recognizes the  
29 importance of expanding agricultural marketing  
30 opportunities that assist and encourage the next  
31 generation of farmers and ranchers; generate farm  
32 income to help stimulate business development and job  
33 creation; build community connections through rural and  
34 urban linkages; and more;

35 **NOW, THEREFORE**, to further awareness of farmers  
36 markets' contributions to Anderson County life,  
37 we, Anderson County Council do hereby proclaim the week  
38 of August 4-10, 2019, as Anderson County Farmers Market  
39 Week, in conjunction with the observance of National  
40 Farmers Market Week. We call upon Anderson County  
41 citizens to celebrate farmers markets with appropriate  
42 observance and activities.

43 Proclaimed this 6th day of August, 2019.

44 Put that in the form of a motion.

45 TOMMY DUNN: Have a motion Mr. Sanders;  
46 second Ms. Wilson. Mr. Burns, you have any comments?

47 RUSTY BURNS: Mr. Chairman, we have Adam  
48 from the farmer's market here if council could come  
49 down and present that to ---

50 TOMMY DUNN: We've going to vote first.

1 Anybody got anymore discussion?

2 CINDY WILSON: Just go buy more fruit and  
3 vegetables.

4 TOMMY DUNN: Yeah. I would like to say I  
5 appreciate the farmer's market and all the staff and  
6 their hard work they do helping out, the farmers out,  
7 and local people, too. Appreciate it. All in favor of  
8 the motion show of hands. Opposed like sign. Show the  
9 motion carries unanimously.

10 **PRESENTATION OF PROCLAMATION**

11 RUSTY BURNS: Adam does a great job at the  
12 Farmer's Market. He's there every time and he's there  
13 on Saturdays. And Adam has more children than the  
14 little ole lady who lived in a shoe. So Adam partakes  
15 of all of the fresh fruits and vegetables at the  
16 Anderson County Farmer's Market. And we appreciate the  
17 great job that you do for Anderson County.

18 **APPLAUSE**

19 **INAUDIBLE COMMENTS**

20 RUSTY BURNS: And our council insisted on  
21 that Anderson County have an ADA Compliance Officer,  
22 and this is Ms. Celia Boyd. Celia do you want to go to  
23 the middle? And she works night and day to make sure  
24 that our county is ADA compliant and above. And she  
25 works very, very hard. And she has a deep passion for  
26 this activity. And we just want to thank her and  
27 acknowledge her for everything she does.

28 **APPLAUSE**

29 TOMMY DUNN: This will conclude this part  
30 of our council meeting. We'll reconvene back here at  
31 6:30 for our regular council meeting.

32  
33 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:17 P.M.)**

State of South Carolina    )  
County of       Anderson    )

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
AUGUST 6, 2019

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

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
CELIA MEYERS



1 TOMMY DUNN: At this time I'd like to  
2 call the August 6th regular county council meeting to  
3 order. Want to welcome each and every one of you here  
4 tonight. Thank y'all for coming out to the council  
5 meeting.

6 At this time I'd like to ask Councilman Wooten if  
7 he'll lead us in the invocation and pledge of  
8 allegiance. If we'd all rise, please.

9 **INVOCATION AND PLEDGE OF ALLEGIANCE BY CRAIG WOOTEN**

10 TOMMY DUNN: At this time are there any  
11 changes or corrections to be made to the July 16th  
12 council meeting? Anybody have any? Do we have a  
13 motion to move these forward?

14 JIMMY DAVIS: So moved.

15 TOMMY DUNN: Motion Mr. Davis; second  
16 Ms. Wilson to accept the minutes as presented. All in  
17 favor of the motion show of hands. Opposed like sign.  
18 Show the motion carries unanimously.

19 At this time Mr. Harmon will call your name. You  
20 have three minutes to speak on agenda matters only at  
21 this time and address the chair, please. Mr. Harmon.

22 LEON HARMON: Mr. Chairman, we have one  
23 citizen signed up; Richard Pendino.

24 TOMMY DUNN: Mr. Burns?

25 RUSTY BURNS: Sir?

26 TOMMY DUNN: Would you go back there and  
27 talk to that lady in the blue. I think she might have  
28 signed the wrong piece of paper, or he might have  
29 signed the wrong piece of paper. Go ahead, you'll be  
30 fine.

31 RICHARD PENDINO: I might have signed the  
32 wrong piece of paper, too. I was signing to speak on  
33 the ordinance of the Cartee Road. I don't know if  
34 that's ---

35 TOMMY DUNN: That's on the agenda so you  
36 can speak to it now. And it's also a public hearing  
37 and you can speak then. Whatever you like; okay?

38 RICHARD PENDINO: Well, my thing is Cartee  
39 Road is really a dead-end road that starts on the exit  
40 ramp of Interstate 85; exit 114 there and all. So it's  
41 not a road that has good access and all. In fact to me  
42 it's kind of dangerous access because when you come off  
43 Cartee Road, you're on the exit ramp of 185 and I've  
44 seen several times there's been sort of accidents there  
45 because -- not accidents, but close accidents because  
46 people are confused when they come off and they don't  
47 realize there's a road there and so forth. And I don't  
48 think it would be a good idea to rezone that area from  
49 residential to commercial. Because if you have  
50 commercial then you're going to have an awful lot of

1 traffic on the road that's going to be exiting onto  
2 that exit ramp of Interstate 85. So I don't think  
3 that's a good idea.

4 TOMMY DUNN: Yes, sir. Thank you.  
5 Step forward and state your name for the record,  
6 please.

7 STANLEY GAINES: Yes. I'm Stanley Gaines.  
8 I'm here representing the hardworking taxpaying  
9 neighbors of Woodmont Circle where we have a house  
10 there ---

11 TOMMY DUNN: I'm sorry. What you're  
12 going to talk about -- we've got rules we have to go  
13 by. You can speak at the end -- there's a place for  
14 that at the end of the meeting. We have two public  
15 speakings. This ain't on the agenda, what you're going  
16 to speak about, so you have to wait until the last of  
17 the meeting, but you can talk; okay?

18 STANLEY GAINES: Thank you.

19 TOMMY DUNN: Thank you. Anyone else?

20 LEON HARMON: No one else is signed up,  
21 Mr. Chairman.

22 TOMMY DUNN: Moving on to Item number 5,  
23 recording of meetings. Councilman Davis. Councilman  
24 Davis.

25 JIMMY DAVIS: Thank you, Mr. Chair. I'll  
26 be real brief on this. As we've gone through, for lack  
27 of better words, my inexperience on council and  
28 learning my way around, I've noticed that sometimes we  
29 have a lag time in how we get, whether it be  
30 transcripts or minutes from certain meetings. And I'd  
31 just like to bring the attention to my fellow council  
32 folks and the county staff. I think it's time where  
33 technology is in the world today that I think we should  
34 look into maybe improving our technology and how we  
35 record and offer those transcripts of those meetings.  
36 And I'll give you one example. There was a recent  
37 Board of Appeals meeting not quite a month ago that we  
38 just got the transcript on Monday. And this is  
39 something that I think we could do a better job of.  
40 And I would like to see if we could form some type of  
41 study that we could find better ways to record and be  
42 able to access both the transcripts and/or minutes in a  
43 more expeditious manner. That's all I have. Thank  
44 you, Mr. Chair.

45 TOMMY DUNN: Thank you, Mr. Davis.  
46 Mark, would you like to say a few words of what you've  
47 got in the works just so the council members -- because  
48 we have addressed this and asked you to look at this  
49 and what you've been doing. Would you mind stepping up  
50 to the mic just to ...

1 MARK WILLIAMSON: Mr. Chair and Mr. Davis, I  
2 will be glad to take a look into this. I'll be glad to  
3 take a look into it from a technology standpoint. I  
4 think some of what we're experiencing right now is the  
5 microphone use in some of those meetings. But we've  
6 got a plan for the next meeting to have our person sit  
7 in to see what's going on, make some observations, make  
8 some suggestions after that. We can use the standing  
9 mic just the same as Ms. Floyd has. All those are  
10 rewired now. They can be ported directly into the  
11 system. If that fails then we'll go to another option.  
12 I've got some ideas.

13 TOMMY DUNN: Ms. Floyd.

14 GRACIE FLOYD: Are we talking about ...

15 TOMMY DUNN: We're talking about like  
16 Planning Commission meetings or any meeting.

17 GRACIE FLOYD: Or any meetings; okay. Mr.  
18 Chair, does this apply to all of our meetings that we  
19 have?

20 TOMMY DUNN: Yes, ma'am.

21 GRACIE FLOYD: Okay. We don't get minutes  
22 from a lot of the meetings that are held. We agreed at  
23 the beginning of the year that we were going to follow  
24 the Robert's Rules of Order. And according to the  
25 Robert's Rules we are supposed to get agenda meeting  
26 minutes. We're not getting them. We have people who  
27 are in charge of the meetings come back to us and give  
28 an oral report of what happened, but that's not cutting  
29 it. We need to have agenda items meetings in writing  
30 so that we, too, can keep up with what's going on in  
31 these meetings when we are not on the board -- not on  
32 the ...

33 TOMMY DUNN: Committee.

34 GRACIE FLOYD: Who said that? Committee,  
35 that's it, yeah. But if we're not on the committee we  
36 need to have minutes. And if you can work with that,  
37 I'd appreciate that, too. Thank you.

38 TOMMY DUNN: Thank you. Thank you,  
39 Mark. Appreciate it.

40 Moving on to Item number 6, ordinance third  
41 reading. This will be 6(a), 2019-025, an ordinance  
42 imposing a prohibition on certain motor vehicle traffic  
43 on Ballard Road.

44 This will be a public hearing. Anyone wishing to  
45 speak on this matter, please step forward and state  
46 your name and district and address the chair, please.  
47 Anyone at all? Seeing and hearing none, the public  
48 hearing will be closed. Do we have a motion on the  
49 floor?

50 CINDY WILSON: So moved.

1 CRAIG WOOTEN: Second.  
2 TOMMY DUNN: Ms. Wilson makes a motion  
3 to move this forward. Mr. Wooten seconds it. Now,  
4 discussion? Hearing no discussion all in favor of the  
5 motion show of hands. Opposed like sign. Show the  
6 motion carries unanimously.  
7 Moving on to item number 6(b), 2019-026, an  
8 ordinance imposing a prohibition on certain motor  
9 vehicle traffic on Camelot Forest. Be Districts 3 and  
10 7. Be a public hearing. Anyone wishing to speak to  
11 this matter, please step forward and state your name  
12 and district and address the chair, please. Anyone at  
13 all? Seeing and hearing none, the public hearing will  
14 be closed. Do we have a motion to move this forward?  
15 CINDY WILSON: So moved.  
16 TOMMY DUNN: Motion Ms. Wilson. Do we  
17 have a second?  
18 JIMMY DAVIS: Second.  
19 TOMMY DUNN: Second Mr. Davis. Are  
20 there any discussion? Hearing and seeing none, all in  
21 favor of the motion show of hands. All opposed like  
22 sign. Show the motion carries unanimously.  
23 Moving on to item number (c), 2019-027, an  
24 ordinance imposing a prohibition on certain motor  
25 vehicle traffic on Murphy Road on the southbound lane  
26 only. District 7. This will be a public hearing.  
27 Anyone wishing to speak to this matter, please step  
28 forward and state your name. Address the chair,  
29 please. Anyone? Seeing and hearing none, the public  
30 hearing will be closed. Do we have a motion to move  
31 this forward?  
32 CINDY WILSON: So moved.  
33 TOMMY DUNN: Motion Ms. Wilson. Do we  
34 have a second?  
35 JIMMY DAVIS: Second.  
36 TOMMY DUNN: Second Mr. Davis. Any  
37 discussion?  
38 GRACIE FLOYD: Yes.  
39 TOMMY DUNN: Ms. Floyd.  
40 GRACIE FLOYD: Mr. Chair, I notice that  
41 this is the third -- is this the third reading on all  
42 of those?  
43 TOMMY DUNN: Yes, ma'am.  
44 GRACIE FLOYD: Could you please explain to  
45 me again, and maybe to the audience who could be  
46 interested, why are all of these roads being -- are  
47 they being closed or just something that's going on  
48 with them?  
49 TOMMY DUNN: No, ma'am. They've had  
50 trouble over there with big trucks going down these



1 roads and they've pulled some power lines down. A  
2 couple of them has went off in ditches. They're not  
3 made for it, and they've had several complaints. I  
4 think they've had several meetings over there with the  
5 neighborhood. I think several of the trucking  
6 companies was involved in this and they agreed to these  
7 stipulations on these roads.

8 GRACIE FLOYD: Okay. So they won't be  
9 allowed to do that anymore?

10 TOMMY DUNN: That's right.

11 GRACIE FLOYD: So what are they going to  
12 -- is there another route for them to travel?

13 TOMMY DUNN: Yes, ma'am. They'll have  
14 to move on down or on up, going down on like a highway.

15 GRACIE FLOYD: Okay. Good. Thank you.

16 TOMMY DUNN: Yes, ma'am. Anymore  
17 discussion? All in favor show of hands. Opposed like  
18 sign. Show the motion carries unanimously.

19 Moving on to item number 7(a), ordinance second  
20 reading, 2019-030, an ordinance amending Ordinance  
21 number 99-004, the Anderson County Zoning Ordinance, as  
22 adopted July 20, 1999, by amending certain sections of  
23 the zoning Ordinance text, specifically Chapter 70,  
24 Article 4, Chapter 70, Article 9, Section 5.2 and 5.3,  
25 and Chapter 70, Article 10, Section 2 to reconstitute  
26 the Zoning Advisory Groups. Two things.

27 LEON HARMON: Mr. Chairman, I'm sorry to  
28 interrupt, but I think you missed 6(d).

29 TOMMY DUNN: I did. I was making sure  
30 you was paying attention. You are. Good. We're  
31 paying you enough keep me straight.

32 We're moving on to 6(d) or back to 6(d), I should  
33 say, and that will be 2019-028, an ordinance imposing a  
34 prohibition on certain motor vehicle traffic on Stoney  
35 Brook Road. This will be a public hearing. And just  
36 for the record, I know Mr. Burns woke you up and told  
37 you to tell me that. He wouldn't tell me himself, what  
38 you call it. This will be a public hearing. Anyone  
39 wishing to speak to this, please step forward and state  
40 your name and district. Address the chair, please.  
41 Anyone at all? Seeing and hearing none, public hearing  
42 will be closed. Do we have a motion to move this  
43 forward?

44 CINDY WILSON: So moved.

45 TOMMY DUNN: Motion Ms. Wilson. Do we  
46 have a second?

47 BRETT SANDERS: Second.

48 TOMMY DUNN: Second Mr. Sanders. Now,  
49 discussion? Hearing none, all in favor of the motion  
50 show of hands. Opposed like sign. Show the motion

1 carries unanimously.

2 Now, going back to number 7(a). I'm not going to  
3 read all that again for the record. Mr. Harmon, would  
4 you just highlight that, or Dr. Parkey, one, what this  
5 ordinance is for the folks out there that might not  
6 know. Dr. Parkey?

7 JEFF PARKEY: Sure, Mr. Chair, thanks.  
8 Again, second reading on this ordinance to just make an  
9 adjustment to our zoning advisory groups, which we've  
10 had some difficulty with their meetings. We worked  
11 with the PPW Committee to reorganize how the Zoning  
12 Advisory Groups would work. When a new voting precinct  
13 zones, a council member would have the opportunity to  
14 make recommendations to appoint a Zoning Advisory Group  
15 that would advise them on zoning matters and it would  
16 be handled as an internal advisory and information  
17 group. And Planning Commission approved this at their  
18 -- recommended approval at their June meeting. And I  
19 can answer any further questions.

20 TOMMY DUNN: Do I have a motion to put  
21 this on the floor?

22 CINDY WILSON: So moved.

23 TOMMY DUNN: Motion Mr. Sanders; second  
24 Ms. Wilson. Now discussion? Do y'all have any  
25 questions for Dr. Parkey or any comments? All in favor  
26 of the motion show of hands. Opposed like sign. Show  
27 the motion carries unanimously. Thank you, Dr. Parkey.

28 Going to be item number 7(b), 2019-031, an  
29 ordinance to amend Section 59-23, Titled Speed and  
30 Traffic Volume, of the Code of Ordinances, Anderson  
31 County, South Carolina so as to change the standard for  
32 determination that a speeding problem exists.

33 Before we go any further, Mr. Hopkins, do you mind  
34 to come down and speak to this so everybody will know  
35 what we're voting on. This is on the speed bumps.

36 HOLT HOPKINS: What we're trying to do is,  
37 I guess, better reflect what the perception is of these  
38 neighbors speeding. What we're doing, currently we  
39 discard the top fifteen out of a hundred speeders. We  
40 don't pay attention -- that's how we set speed limits  
41 and other things. We've always got a few that are just  
42 off the charts. By changing this percentile from  
43 eighty-five percent to ninety-five percent, we will  
44 take into account ninety-five percent of the people,  
45 how fast they're going. In reality what that's going  
46 to do is make a lot more neighborhoods eligible for  
47 speed humps. Where right now if everybody else drives  
48 pretty good, about thirty miles an hour, which is five  
49 miles over the speed limit, but you get two or three  
50 that are doing fifty, sixty, in some of these

1 neighborhoods, we'll get closer to catching those and  
2 being able to qualify the neighborhood for ...

3 TOMMY DUNN: Mr. Hopkins, if you would,  
4 too, just the criteria percentage of the people on that  
5 road that's got to vote for it, sign up for it.

6 HOLT HOPKINS: It stays the same.

7 TOMMY DUNN: That's right.

8 HOLT HOPKINS: It's still seventy-five  
9 percent have to agree to it. They have to help pay for  
10 it. And we still have to pick safe areas to place  
11 them. This just allows us to take into account upper  
12 limits of the speeders that are going through there.

13 TOMMY DUNN: In other words, the staff  
14 feels like some has slid through the cracks on some  
15 roads and not been able to take care of it.

16 HOLT HOPKINS: I think some had a  
17 legitimate complaint, but they would miss it by one  
18 mile an hour. This will change that because we'll be  
19 including some of the high speeders.

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

22 JIMMY DAVIS: So moved.

23 CINDY WILSON: Second.

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

28 Moving on to item number 8(a), ordinance first  
29 reading, be 2019-032, an ordinance to amend the zoning  
30 map to rezone plus or minus 9.75 acres from R-20 single  
31 family residential to C-2 highway commercial at Cartee  
32 Road and I-85. District 4.

33 This will be a public hearing. Anyone wishing to  
34 speak to this matter ---

35 BRETT SANDERS: Mr. Chairman?

36 TOMMY DUNN: Yes, sir, go ahead, Mr.  
37 Sanders.

38 BRETT SANDERS: Based on -- the company  
39 that is -- or LLC that is working on this project, I  
40 have ...

41 TOMMY DUNN: There you go.

42 BRETT SANDERS: The company that's working  
43 on this project is a company that my company has done  
44 business with in purchases and in sales. And I think I  
45 need to recuse myself.

46 TOMMY DUNN: You just don't want no  
47 appearance of impropriety.

48 BRETT SANDERS: Right, sir.

49 TOMMY DUNN: So you recuse yourself.  
50 Thank you, Mr. Sanders.

1 BRETT SANDERS: Yes, sir.  
2 TOMMY DUNN: We'll go into a public  
3 hearing. Step forward and state your name if you want  
4 to address this matter; and your district. Address the  
5 chair. Dr. Parkey, do you want to get us started off  
6 before we go into public hearing; talk a little about  
7 this?  
8 JEFF PARKEY: Thank you, Mr. Chair. Yes,  
9 this request is to rezone a portion of that property on  
10 Cartee Road from R-20 which is the residential twenty  
11 thousand square foot lot minimum district to C-2 which  
12 is our highway commercial district. It's on Cartee  
13 Road at Exhibit 14 with 187 and I-85. The applicant's  
14 purpose for the request is to make the entire parcel C-  
15 2 commercial. Staff recommended approval of the  
16 request. The Zoning Advisory Group did meet on July  
17 the 3rd and also recommended approval. The Planning  
18 Commission met on July 9th and recommended denial of  
19 the request. That's all I have. Thank you, Mr. Chair.  
20 TOMMY DUNN: Thank you, Dr. Parkey.  
21 Anyone have any questions before we get started for Dr.  
22 Parkey?  
23 GRACIE FLOYD: I do.  
24 TOMMY DUNN: Ms. Floyd.  
25 GRACIE FLOYD: My microphone is playing --  
26 I don't know what it's playing, but we have to do the  
27 best we can. Dr. Cartee -- excuse me. You.  
28 TOMMY DUNN: Dr. Parkey.  
29 GRACIE FLOYD: It's easier to say Jeff.  
30 What did you say at the end? You kind of like went  
31 down towards the end. The first committee accepted it  
32 and the second committee refused it?  
33 JEFF PARKEY: Yes, ma'am. Staff  
34 recommended approval. The Zoning Advisory Group  
35 recommended approval. And the Planning Commission  
36 recommended denial.  
37 GRACIE FLOYD: All right. Mr. Chairman,  
38 may I go on, please?  
39 TOMMY DUNN: May you what?  
40 GRACIE FLOYD: May I go?  
41 TOMMY DUNN: Yes, ma'am. Go ahead.  
42 GRACIE FLOYD: Thank you. Do you know  
43 what deja vu is? Yeah, you know what deja vu is. It's  
44 some kind of language, it's not ours, but it means  
45 something like all over again. On May the 18th, 2005,  
46 do you realize that we were right where we are now on  
47 the same street, the same thing? Do you realize that?  
48 Do you realize then that we had a hard time then trying  
49 to decipher what was going on and who did what and why.  
50 I know that right now and then it was zoned, Mr. Chair,



1 as a residential community; okay? And even back then  
2 in 2005 they were trying to change it from residential  
3 to commercial, as they are doing now. Am I right?  
4 Okay. I remember the vote was -- I don't remember  
5 anything, but I was told the vote was five to two and  
6 that it did not -- did it go then, Dr. Parkey?  
7 Evidently it didn't pass; did it not?  
8 TOMMY DUNN: No, ma'am.  
9 GRACIE FLOYD: It didn't pass then. Okay.  
10 So here we find ourselves back in 2019, we're all  
11 supposed to be grown up a little bit. We've got the  
12 same problem, same thing going on. Dr. Parkey, why?  
13 JEFF PARKEY: All I can address, Ms.  
14 Floyd, is the existing request. I simply know that the  
15 applicant brought this request forward to change the  
16 zoning on that portion of the parcel.  
17 GRACIE FLOYD: Was it -- is it the same  
18 applicant?  
19 JEFF PARKEY: I'm not aware of that.  
20 GRACIE FLOYD: Does anybody know? Do you  
21 know?  
22 TOMMY DUNN: No, ma'am. I don't know if  
23 it's the same one or not.  
24 GRACIE FLOYD: Well, anyway, here we are  
25 back again. And what we did that time, we kind of  
26 looked at the integrity of the community and what they  
27 were trying to do there. And they were trying to keep  
28 their community as it is, a community. I think, Ms.  
29 Wilson, you and I -- do you remember that? Okay. You  
30 and I voted, you know, in favor of the residents. Do  
31 you know why we're back at the same thing again?  
32 CINDY WILSON: I just read the agenda  
33 packet, and I've had one of the neighbors to call me.  
34 GRACIE FLOYD: Okay. All right. Well, I  
35 started getting phone calls about this, oh gosh, I  
36 don't remember what night now, but I did get some phone  
37 calls about this from the residents. They still don't  
38 want it, Mr. Chairman. That's how many years apart,  
39 from 2005 to 2019, do you ---  
40 TOMMY DUNN: About fourteen.  
41 GRACIE FLOYD: How many?  
42 TOMMY DUNN: About fourteen.  
43 GRACIE FLOYD: Fourteen years later we  
44 have the same thing, same problem, same people, and  
45 they still don't want it.  
46 TOMMY DUNN: Thank you.  
47 CRAIG WOOTEN: I have a question for Dr.  
48 Parkey.  
49 TOMMY DUNN: Go ahead.  
50 CRAIG WOOTEN: Dr. Parkey, you had said

1 that staff originally approved, subsequently the Zoning  
2 Board made up of citizens that approves, then Planning  
3 Commission denied. From a staff perspective, can you  
4 say why you approved and do you have any commentary  
5 from Zoning and Planning of why it changed from the  
6 original staff position? Typically we see these things  
7 sort of come through uniform. I didn't know there was  
8 commentary from the lower boards.

9 JEFF PARKEY: The staff's recommendation  
10 for approval is based on the fact that, I guess a few  
11 things, there is commercial, as well as residential  
12 zoned property surrounding this parcel. It is located  
13 just at the exit 14 of I-85. And we're aware of sewer  
14 expansion planned. So I think those elements are the  
15 basis for the staff's recommendation. As far as the --  
16 and then the Zoning Advisory Group also recommended  
17 approval. I think at the Planning Commission meeting a  
18 number of residents attended and shared their comments  
19 and concerns. The applicant himself was also present  
20 and shared his comments. And so I think the Planning  
21 Commission, in taking all of those details into  
22 consideration, made a recommendation for denial that  
23 night.

24 TOMMY DUNN: We'll go into the public  
25 hearing now.

26 JIMMY DAVIS: Mr. Chair.

27 TOMMY DUNN: Yes, sir.

28 JIMMY DAVIS: Dr. Parkey, I noticed on  
29 the (unintelligible) that staff recommendation, and  
30 this may help you, Mr. Wooten, is through the  
31 compatibility with the character of the area and the  
32 infrastructure planned staff recommends approval of the  
33 request. But also on the front part of this you  
34 mentioned, Dr. Parkey, the county's comprehensive land  
35 use map that that identifies that area as commercial  
36 and residential; is that correct?

37 JEFF PARKEY: That's right; yes, sir.

38 JIMMY DAVIS: I just wanted to be clear  
39 on that. Thank you, Mr. Chair.

40 TOMMY DUNN: Thank you. At this time  
41 we'll go into a public hearing. Anyone wishing to  
42 speak to this matter please step forward, state your  
43 name, your district and address the chair.

44 MICHAEL THOMPSON: Mr. Chairman, members, my  
45 name is Michael Thompson. I've lived at 1166 Cartee  
46 Road for four years. My wife and myself moved here  
47 from Denver, Colorado. So I wasn't here back years ago  
48 when this was discussed, but I think I have a good idea  
49 of the current situation. If I may just take a moment,  
50 I'd like to explain a little bit about the area.

1           It was discussed that this area is both a  
2 commercial and a residential property. When I look at  
3 the 2016 future use map that the Planning Commission  
4 puts together, it shows that the current split of this  
5 particular piece of property is right in line with the  
6 way it's mapped. In other words, the portion that was  
7 determined to be deemed commercial is within that 2016  
8 use plan. And the portion that's outside of that is  
9 the portion that is currently marked residential. So  
10 if I could give the county an attaboy, I think it was  
11 done correctly the first time around several years ago.

12           Now, we love this piece of property because we have  
13 access to the lake, but we can also walk our dogs  
14 around our neighborhood. And we don't have sidewalks,  
15 so we walk on the street. And we have a very safe  
16 neighborhood because this particular piece of property  
17 is at the very end of Cartee Road. Now, you're talking  
18 about fifty to sixty houses in a cul-de-sac or in a  
19 loop and then some cul-de-sacs in another little  
20 division out to the side. And these residential  
21 properties, I think, and based on my four years of  
22 experience, enjoy a very peaceful and a quiet  
23 neighborhood, a safe neighborhood without conflict and  
24 without any theft and issues that typically come in a  
25 large neighborhood. One of the reasons that occurs is  
26 because Cartee Road, even though it sounds like it's a  
27 major thoroughfare, it's nothing more than a driveway  
28 that gets us back to these houses. There's no through  
29 traffic. The only traffic that's on the road are  
30 residents, the people that come there to serve those  
31 residents, to do law work, maintenance, whatever,  
32 school buses, and some buses for senior citizens for  
33 daycare type services and so forth. So it's a very  
34 nice community for residents.

35           This piece of property is a nine-acre triangle and  
36 the long end of that triangle is a buffer zone, if you  
37 will, between the (audio change). There are pieces of  
38 commercial property, only one of which actually has  
39 access to Highway 187. And Highway 187 there's a large  
40 commercial property in this twenty-five acres; fifteen  
41 of it is commercial. My mouth is so dry I can hardly  
42 talk. Excuse me. But the portion of this is already  
43 identified as commercial. If you'll look at the maps  
44 and the drawings of this area you'll see that we have  
45 access -- they are viewable from the interstate. One  
46 of them has access to Highway 187 and this piece of  
47 property does not.

48           So this piece of property acts as a buffer. And it  
49 actually keeps traffic from coming into our  
50 neighborhood that don't need to be there. And I don't

1 think you're going to find anybody that has an issue  
2 with the pieces that are already identified as  
3 commercial being used in a commercial purpose. And I  
4 know that there's a lot of pressure to develop the  
5 area. Obviously there's a new sewer system that's  
6 going to be brought out to that area. And it makes  
7 perfect sense that this property has some potential for  
8 the county. But it doesn't need to extend into our  
9 neighborhood to the point that it would be directly  
10 across from homes that are already existing.

11 The other thing about this road and about this  
12 piece of property is it only has access to Cartee Road.  
13 And as has been mentioned before, Cartee Road only has  
14 one access in and out of our community and that is you  
15 have to go onto the off-ramp from Interstate 85 to 187  
16 and about two-thirds of the way up the ramp you turn  
17 off this side road to get into our development. Now,  
18 that may not sound unusual, but I'll give you an  
19 example. When I bought the property in 2015, my GPS in  
20 my car told me I had to go all the way to exit 19 at  
21 Clemson Boulevard and turn around and come back to get  
22 to my piece of property. It's unusual to go down the  
23 wrong direction on an off-ramp to an interstate  
24 highway. I've lived in nine states and I've never seen  
25 it before.

26 And the point I'm making is that this is a very  
27 tricky intersection. It's a very dangerous place to  
28 have to turn for residents, much less for people  
29 wanting to carry on commercial activities. Without a  
30 change to the highway infrastructure, the sewer  
31 infrastructure has no bearing. This is a piece of  
32 property that you can't bring additional traffic onto  
33 that highway without creating a very dangerous  
34 situation.

35 When I think of on and off ramps to the interstate  
36 I think, okay, you've got two off-ramps and you've got  
37 two on-ramps. The off-ramps are the ones that have the  
38 high speed traffic, you know. They have to come off  
39 the ramp. They've coming up to Highway 187 unless  
40 they're very familiar and are paying strict attention  
41 to the couple of little two-way signs, they're going to  
42 fly right up on that highway without paying any  
43 consideration to the fact that there's cars coming the  
44 wrong direction down that ramp. And there's been  
45 accidents there and it's a treacherous situation. And  
46 because of, you know, Clemson, that's one of the main  
47 accesses to Clemson, you have a lot of football fans  
48 coming down that highway and all they're thinking about  
49 is going to the game, not all this traffic going to --  
50 you know, I'm going to face traffic coming in the off-



1 ramp. The same situation exists because of the huge  
2 and wonderful expansion of Green Pond Landing. We have  
3 boaters coming from all over the southeast to go to  
4 Green Pond Landing that are coming off that ramp.  
5 They're not thinking about the fact that, oh, we've got  
6 a road turning off to the side and we're going to have  
7 traffic that's turning in front of us or, you know,  
8 turning across that ramp to get into this home  
9 development. It requires some serious consideration to  
10 make this piece of property a commercial property. The  
11 highway infrastructure does not support it.

12 So my concern, you know, I'm not against  
13 development. I worked for forty years for one of the  
14 largest engineering construction companies in this  
15 country. I know all about development. But we have to  
16 have infrastructure to support development. And it  
17 doesn't exist in this case. As the councilwoman said,  
18 there's been nothing changed in fourteen years other  
19 than the fact that at some point in the future there's  
20 going to be a septic line there. That's not sufficient  
21 cause to preemptively change the designation of this  
22 property.

23 I mean if the -- the property currently has a for  
24 sale sign on it. So that tells me that the people who  
25 own it currently aren't planning to develop it.  
26 They're planning to sell it and put some profit in  
27 their pocket and then let whoever buys it deal with  
28 this situation. I would suggest that this issue be  
29 dropped until that property does become viable. And  
30 someone who wants to put commercial property on it  
31 should discuss it with the people of the neighborhood.  
32 We have every right to know what's going to be put  
33 there. And to make it -- just arbitrarily change it to  
34 commercial property and allow, you know, businesses  
35 that we don't need, and you know what I'm talking  
36 about, we don't need alcohol sales, we don't need  
37 massage parlors. We don't need those kinds of things  
38 in our neighborhood.

39 Right across 187, the opposite side of the street  
40 we had a Hickory Point gas station and a convenience  
41 store. It's out of business. The gas tanks have been  
42 removed from the ground. Obviously it didn't make it,  
43 so to speak. There's a hotel across Highway 187, a  
44 Budget Inn. All you have to do is look at Travel  
45 Advisor and look at the fact that there's been seven  
46 terrible comments out of eleven that tells you a little  
47 bit about that piece of property. Nobody wants that in  
48 their neighborhood. All I'm suggesting is that before  
49 we make an arbitrary decision to make this a commercial  
50 property so that whatever can be built there, let's

1 keep it the way it is and if a piece -- if a developer  
2 legitimately wants a business there and wants to have a  
3 neighborhood that supports them, let them come and tell  
4 us what they're going to do and then we can decide.  
5 And maybe you won't have anybody complaining against  
6 it. In fact, we may all be voting in favor of it.  
7 Thank you very much.

8 **APPLAUSE**

9 REBECCA COFFEE MOSES: Good evening. My name  
10 is Rebecca Coffee Moses and I live on Cartee Road. I  
11 think that's District 4. I'm not really sure what the  
12 district is. Before I say what I have to say, I do  
13 want to thank y'all for letting us speak because it's  
14 something that many of us feel passionate about.  
15 Several of our neighbors weren't able to come tonight  
16 and it really means a lot that you are willing to hear  
17 us out.

18 TOMMY DUNN: That's your right. You  
19 ain't got to thank you.

20 REBECCA COFFEE MOSES: I do appreciate it.  
21 And I wrote my stuff down because I was afraid I'd get  
22 nervous and not be able to say what I needed to say.  
23 But I've lived in my home on Cartee Road for twenty  
24 years. When we selected the site we did so with our  
25 children in mind. Safety was a top priority and we  
26 purposely chose a small community on a dead end road so  
27 that our children could play with our friends or ride  
28 their bikes, walk the dog, kick a ball, wait for the  
29 school bus across the street, to swim and fish and play  
30 without having to worry about being hit by a car.

31 Our community is comprised of elderly residents and  
32 young families and most everyone in the neighborhood  
33 has lived there for at least fifteen years. We're  
34 attuned to who comes and goes. We keep an eye out for  
35 one another. It makes us feel very safe. We're a  
36 close community. We spend a lot of time outdoors and  
37 every day several people walk their dogs, work in their  
38 yards, enjoy the lake, ride their bicycles. Basically  
39 we enjoy the peace and tranquility of our neighborhood.

40 We all chose this place to live because it's on the  
41 outskirts of the city. We chose this dead-end street  
42 because it's safe and it's secluded. Our children can  
43 play here. And we understand that commercial would be  
44 developed up at 187, and I don't think anybody moved in  
45 there thinking that that would not happen. But the  
46 property that the developer is asking to rezone is not  
47 along 187. It's right in our community. None of us is  
48 opposed to growth, but we're concerned that rezoning  
49 the property commercial will encroach on our existing  
50 neighborhood and infringe on our abilities to enjoy the

1 property that we purchased.

2 Several concerns that I'd like you to consider  
3 before casting your vote is the developer is requesting  
4 the property be rezoned to C-2 commercial. The zoning  
5 -- I had to look all this stuff up because I didn't  
6 know what any of it meant. But the zoning is designed  
7 to provide for the development of commercial lands used  
8 which are oriented to customers traveling by  
9 automobile. The property the developer seeks to rezone  
10 doesn't abut the interstate or Highway 187. In fact,  
11 it can't be seen from either location. It doesn't have  
12 any frontage along the interstate, but instead faces  
13 residential homes. It's not along a major thoroughfare  
14 and it's a road that you all classed as a minor local  
15 road in 2015 because it only has one exit and entrance.

16 This section of Cartee Road draws away and it  
17 doesn't parallel the interest, and that was the reason  
18 that it was zoned residential to being with. At every  
19 interchange in Anderson County, no commercial  
20 properties extend deeper than the interstate on-ramp or  
21 off-ramp. That's as far back as it goes from the road.  
22 The zoning at our interchange does the exact same  
23 thing, but the developer's request for rezoning would  
24 allow commercial development deeper into our current  
25 residential area than any other interchange in the  
26 county. There's very little access or frontage for the  
27 property on 187. I think that it's probably about  
28 thirty or thirty-five yards. And the developer has  
29 placed a retention pond along the property that comes  
30 up to the exit ramp from the I-85 side. I'm very  
31 concerned that he's asking for the property to be  
32 rezoned in order to have additional access for  
33 commercial vehicles and patrons to enter his property.  
34 There's only one way in and out of our neighborhood and  
35 I'm concerned that reduced access would be there for  
36 school buses and for emergency vehicles. There are  
37 currently six school buses that travel on Cartee Road  
38 daily. There are three in the morning and three in the  
39 afternoon; one for the elementary school, we have a  
40 handicap bus, and then we also have a high school bus.  
41 They cannot navigate the turns in the narrow roads.  
42 The children must exit the bus at the beginning of the  
43 neighborhood and walk the rest of the way home. I'm  
44 concerned that with the increased traffic it'll make it  
45 unsafe for them to walk down the road. I'm concerned  
46 that we'll no longer be safe walking our dogs and  
47 riding our bikes. People don't attend to the signs.  
48 Every day we compete with somebody who's trying to hit  
49 us by going up the wrong side of the interest. There's  
50 a yellow line there where traffic that's exiting the

1 interest stays to the right and traffic that's coming  
2 down our road goes to the left. People ignore that all  
3 the time. And so even if there were signed posted that  
4 it was a residential area people are not going to  
5 adhere to that. We're going to have increased traffic  
6 in our area.

7 There's a high turnover of commercial businesses at  
8 187 and 85. We don't even have enough demand for two  
9 gas stations. And I know there's this idea that a lot  
10 of Clemson traffic goes that way. I've lived there for  
11 twenty years. Unless we're playing Georgia Tech nobody  
12 takes 187 to get to the Clemson game. So it's not as  
13 high demand as there seems to be. And I'm concerned  
14 that businesses will close if more businesses open and  
15 that it will become overgrown, delapidated and that we  
16 will have some issues with that. So I do hope that  
17 whatever is built there, they're mindful about it.

18 And finally -- I apologize because this is kind of  
19 long-winded -- but I would like council to consider  
20 creating an overlay zone for our community similar to  
21 that which you developed in 2013 for the Royal American  
22 Road. That's the frontage road at Exit 19. It was  
23 created to protect the community from the nuisance  
24 arriving from non-residential activity. And it  
25 specifically states that the protection was in the best  
26 interest of the health, safety and welfare of the  
27 citizens.

28 The ordinance was developed with the clearly stated  
29 intention of providing an environment supportive of  
30 existing housing within the district while permitting  
31 commercial activities to operate in ways that minimize  
32 the impact on residential activities. In justifying  
33 the need for the new overlay, the ordinance recognizes  
34 that a highly visible area directly viewable from I-85,  
35 the Royal American Overlay District, had the potential  
36 to provide commercial activities that could carry with  
37 it significant volumes of traffic. They can actually  
38 be seen from the interstate. We cannot. And we're in  
39 the same situation where we can have the same issues  
40 happen within our neighborhood.

41 If it was necessary to protect this said equality  
42 and residential community on the frontage road at exit  
43 19, I think that there's justification that it would  
44 also be necessary for us.

45 And then finally, I'm not opposed to growth, but  
46 I'm concerned that the right to enjoy the property I  
47 purchased will be secondary to commercial ventures. I  
48 ask that you listen to your constituents and please  
49 come and see the property yourselves. Don't be misled  
50 by the placement of the rezoning notices because



1 they're placed at the very beginning of the property.  
2 The part they want to rezone goes all the way down to  
3 Melia Lane. It affronts houses there and also a little  
4 bit of pasture land that they have for goats. You can  
5 come and look and see for yourself whether or not there  
6 is sufficient access at 187 for commercial property  
7 right there to safely be able to support that and see  
8 for yourself whether or not it's really just a way to  
9 have a back door into that property while utilizing  
10 this very narrow road. And I ask that you please deny  
11 the request and keep the property zoned as it is. And  
12 I want to thank you all for your time.

13 **APPLAUSE**

14 TOMMY DUNN: Anyone else? Step to the  
15 mic.

16 ??: I'm ???. I live at 1210  
17 Cartee. I can't beat what they've said. It's  
18 beautiful. All I can do is offer you some photographs  
19 of Cartee.

20 TOMMY DUNN: Mr. Burns, will you pass  
21 them up if he wants us to see them.

22 ??: Yes, those are yours.  
23 Fifty-three foot trailers have extreme difficulty  
24 trying to get into the neighborhood. And when they try  
25 to get out of the neighborhood, it's horrible. In  
26 fact, their wheels are in the ditches. And the other  
27 part was the silt runoff is bad, which never happened  
28 before. So we're concerned about that. They've  
29 covered all my bases. I appreciate you hearing us.  
30 Thank you.

31 TOMMY DUNN: Thank you. Anyone else?

32 **APPLAUSE**

33 MIKE MANLEY: Good evening. I'm Mike  
34 Manley. I have lived at 1158 Cartee Road for twenty-  
35 two years. So I'm kind of the veteran that's here  
36 tonight. In fact, two of the council members were on  
37 the council when we did this back in 2005, so we're  
38 kind of sharing this opportunity again.

39 I really can't add anything to what's been said  
40 from the folks up here. One thing I can say is that  
41 we've gotten a petition, and in three weeks, out of  
42 about fifty-two residences, we've already got thirty-  
43 eight residences' signatures. The only reason we  
44 haven't gotten the other ones is people are out of town  
45 on vacation, etcetera, but we will soon have those  
46 other ones if we need them. I respectfully ask y'all  
47 to reject the zoning request. Thank you very much.

48 TOMMY DUNN: Thank you. Anyone else?

49 **APPLAUSE**

50 TOMMY DUNN: Anyone else?

1                   ???:                   ??. I've lived on Cartee  
2 Road for about twenty years. We've moved over to  
3 Garlock Lane now. If you drive out to the intersection  
4 that we're all complaining out tomorrow morning, you'll  
5 say, what's the matter, because the county just came  
6 out last week -- or this week -- and painted the signs  
7 real good on the lanes of which way you're supposed to  
8 go. Wait about two months and come out there, you  
9 won't see those arrows on the paint any more and you  
10 guess which way you're supposed to go.

11                   **APPLAUSE**

12                   TOMMY DUNN:           Anyone else? Anyone?  
13 Now's your chance. Anyone else? Public hearing will  
14 be closed. Now, do we have a motion to put on the  
15 floor to discuss?

16                   CRAIG WOOTEN:        I make a motion to put it  
17 on the floor for discussion.

18                   JIMMY DAVIS:        I'll second that.

19                   TOMMY DUNN:        Got a motion put on the  
20 floor for discussion. Mr. Davis seconds it. Now, open  
21 the floor for discussion.

22                   JIMMY DAVIS:        Mr. Chair?

23                   TOMMY DUNN:        Mr. Davis.

24                   JIMMY DAVIS:        Am I looking at this  
25 correct? This piece of property, the whole piece of  
26 property kind of squares off at the top and points back  
27 at the end; is that correct? And ---

28                   CINDY WILSON:        Part of it.

29                   JIMMY DAVIS:        So the part that they're  
30 asking to rezone is not that whole parcel?

31                   CINDY WILSON:        Part of it was already  
32 zoned C-2.

33                   JIMMY DAVIS:        Okay. That's the ---

34                   CINDY WILSON:        The part that they want to  
35 rezone now is kind of the little curved piece.

36                   JIMMY DAVIS:        I'm looking at this right  
37 here.

38                   TOMMY DUNN:        Dr. Parkey, do you mind  
39 going over there to Councilman Davis and point that out  
40 to him, help you.

41                   CINDY WILSON:        It wasn't real clear in our  
42 agenda packet looking at the aerial photographs, just  
43 so you'll know.

44                   JIMMY DAVIS:        Am I the only one that  
45 needs verification on this?

46                   GRACIE FLOYD:       Say it out loud.

47                   JIMMY DAVIS:        So the pointed part, for  
48 lack of a better words, the pointed part is what  
49 they're trying to rezone. So the part up toward 187 is  
50 already zoned commercial. So it's this whole part

1 right here.

2 TOMMY DUNN: Dr. Parkey, if you would,

3 show that to Ms. Floyd, too.

4 JEFF PARKEY: Ms. Floyd, I'll try to

5 describe this as best I can. But, yes, the property is

6 an unusual shape and it sort of has a triangular shape

7 to it in kind of the back side of it, which is adjacent

8 to the neighborhood. The portion of the property

9 that's closest to Highway 187 is what's already zoned

10 C-2.

11 TOMMY DUNN: Ms. Wilson, do you have any

12 questions of Dr. Parkey?

13 CINDY WILSON: I don't have questions of

14 Dr. Parkey. I just -- when it's time I would like to

15 speak.

16 TOMMY DUNN: Okay. Let them get where

17 everybody can ...

18 CINDY WILSON: The packet was not clear.

19 The aerial photograph indicated the entire original

20 parcel. And you had ---

21 TOMMY DUNN: I've been up there. I know

22 the property.

23 CINDY WILSON: Yeah. I do have serious

24 concerns about this; I truly do. It seems that we have

25 to be mindful of property rights on both sides. The

26 person who owns the property and wants to develop it to

27 the optimum for the highest and best use. But you've

28 also got to balance the needs of the people who already

29 have huge investments in the property adjoining it;

30 their residential properties. It's difficult, but not

31 impossible, to marry the two. But we have nothing

32 presented except that the owner currently wants to go

33 to C-2. And commercial activity juxtaposed against

34 residential frequently will infringe on the resident's

35 legal right to quiet enjoyment. That is a legal right,

36 a legal term. And you have to ask, in addition to that

37 issue, will it devalue the properties adjoining it?

38 And it very well could. I would prefer for this

39 developer to present what he has in mind before I even

40 vote for or against. I mean if it's something that

41 could marry well into the neighborhood and not create

42 dangerous traffic concerns, then I would be glad to

43 consider it. That's my concern. Thank you.

44 TOMMY DUNN: Thank you. Let me just say

45 this. I understand. And zoning is a very, very tough

46 thing. It brings people on both sides, passionate

47 people, no doubt about it. What I would like to see

48 happen tonight, myself, if -- we had something happen,

49 probably not as dramatic to this, but close about a

50 year ago, on the other side of Highway 24, the mini

1 warehouses. We have to vote on this three times if it  
2 passes, to get this to take effect. And if we vote it  
3 down, which I know y'all would be glad for that, this  
4 can't be brought back up for a year. I would like to  
5 at least find out some more information to give him and  
6 y'all, I'm not saying -- but I would like some more  
7 information in talking to him, the developer, or them;  
8 the developers along with y'all and see if something  
9 could be worked out or not. If you can't we'll do  
10 something else. Like I say, we've got to vote on this  
11 again. Instead of just killing it tonight, I'd like to  
12 see it move forward for at least a second reading --  
13 second vote to see if we can get some common ground,  
14 something worked out. If we can't we can kill it then.  
15 That's my recommendation.

16 CINDY WILSON: Is the developer here  
17 tonight?

18 TOMMY DUNN: He's out of town, I think.

19 CINDY WILSON: Okay.

20 GRACIE FLOYD: Mr. Chair?

21 TOMMY DUNN: Ms. Floyd.

22 GRACIE FLOYD: Didn't somebody say out  
23 there that there is a for sale sign on the property  
24 now. So if the person who put it there should sell it,  
25 which hasn't sold, well, when will we know who the real  
26 owner of the property is going to be. There's no time  
27 ---

28 TOMMY DUNN: We can find out between now  
29 and next -- I plan on finding out, sitting down with  
30 the developer and with the people in the community and  
31 find out something between now and next vote.

32 GRACIE FLOYD: But it hasn't been sold  
33 yet. Am I hearing ---

34 TOMMY DUNN: Somebody owns it. The  
35 person that's asking for it to be rezoned has got the  
36 right to it. I mean owns it. I don't know if they  
37 haven't took -- if the person hasn't took the for sale  
38 sign down or they're trying to sell it or what not, but  
39 that's information to find out.

40 GRACIE FLOYD: But I understood that the  
41 one who owns it is trying to sell it.

42 TOMMY DUNN: I don't know that to be  
43 true.

44 GRACIE FLOYD: Didn't somebody say that?

45 TOMMY DUNN: Uh-huh (affirmative).  
46 Yeah.

47 GRACIE FLOYD: Okay. So it hasn't sold  
48 yet? So we don't know what the new seller, we don't  
49 know who he is, but we don't know yet what he's going  
50 to do there. So it'll take some time.



1 CINDY WILSON: The concern that we have to  
2 have, too, is highway commercial district allows car  
3 dealerships, educational institutions, hotels, taverns,  
4 recreation buildings and stores permitted. It doesn't  
5 specify. It's a very broad intensive use. So there  
6 has to be protections for the residents.

7 TOMMY DUNN: No doubt. No doubt. And I  
8 mean it's like one lady brought up about an overlay.  
9 That might be something to work in this thing here,  
10 work out or something another. But you've got to have  
11 a start and you've got to get people together talking.

12 CINDY WILSON: So you're going to  
13 recommend that we vote in favor tonight and bring the  
14 developer back, along with the people, and find out  
15 what he has in mind?

16 TOMMY DUNN: Yes, ma'am, but not just  
17 us. I would like what we done -- Dr. Parkey, if he's  
18 willing to get the developer and the people in the  
19 community to have a meeting and sit down, see what's  
20 going on and come back before we vote on it again.  
21 We've got ---

22 CINDY WILSON: Okay.

23 TOMMY DUNN: I mean you can kill it  
24 second reading or third reading. It ain't no trick.  
25 I'll just give everybody -- if this thing is dead  
26 tonight, it's a year. And it might be something  
27 another can be worked out and might not be. We worked  
28 this out over on 24. But it's something that might not  
29 be able to be done; I don't know. But I think it  
30 deserves a shot for everybody involved.

31 CINDY WILSON: Well, I'll vote for it  
32 tonight, but I'll be prepared to vote against it unless  
33 it's something that can work in favor of the folks who  
34 came out tonight.

35 TOMMY DUNN: I am, too. Mr. Wooten.

36 CRAIG WOOTEN: Yeah, I -- these are the  
37 worst things to deal with as a council member because  
38 we're constantly tasked with sort of balancing the  
39 right of the majority against the right of the  
40 individual. They both have rights. And the people who  
41 came tonight made a compelling argument. I guess what  
42 concerns me, and it's the reason I was asking Dr.  
43 Parkey at the beginning, was the process. We hire  
44 engineers. We hire people who have planning degrees to  
45 give us recommendations. And they gave us a  
46 recommendation to make it commercial. But then knowing  
47 that that has limitations, we bring in citizens. And  
48 we brought in a citizen zoning board; one of them said  
49 to do it and then the Planning Commission is another  
50 citizen board and they said not to do it. So that's

1     troubling because a lot of times as a council member I  
2     rely on them to work it up the chain and tell me what's  
3     going on and see sides of it that I don't see.

4         I'm very familiar with the area. I've known people  
5     on both sides of the issue for about thirty years and I  
6     trust both of what they're telling me to be accurate.  
7     My aunt used to live on that cul-de-sac and I remember  
8     fishing in that cove. In going with what Mr. Dunn  
9     said, in talking, is it possible that -- we saw  
10    modifications being made in past developments where the  
11    developer said, I understand the concerns of the  
12    citizens. I'm going to bring forward a modification  
13    that addresses those concerns. I mean that was  
14    indicated to me that the developer was willing to do  
15    that, or at least entertain that.

16           TOMMY DUNN:           I don't know.

17           CRAIG WOOTEN:        I don't know either. I  
18    mean we would have to hear it from him directly. I'm  
19    okay with giving him a chance to offer that  
20    modification.

21           TOMMY DUNN:           Hang on. Let's keep it  
22    civil.

23           CRAIG WOOTEN:        What would be beneficial  
24    about next year versus two weeks from now? We could go  
25    ahead and address it immediately.

26           FEMALE:               (Not at mic)

27           TOMMY DUNN:           No, ma'am.

28           FEMALE:               (Not at mic)

29           CRAIG WOOTEN:        Great point. I guess what  
30    I'm not communicating is the meetings don't have to  
31    happen consecutively.

32           TOMMY DUNN:           That's right. It's not  
33    something that's got to be worked out -- and I'm  
34    getting off track. I don't like to do this because  
35    this is not a town hall meeting. But let me just --  
36    this ain't something that's got to be worked out in two  
37    weeks or nothing.

38           CRAIG WOOTEN:        Yeah. And I'm sorry if I  
39    mislead people to believe that we had to do it in two  
40    weeks. We can have second reading in December. We can  
41    have second reading the second week of September. We  
42    can have second reading at whatever point you feel like  
43    y'all have exhausted every means to compromise.

44           TOMMY DUNN:           Or the council.

45           CRAIG WOOTEN:        Or the council. I would  
46    like to see what the modification is.

47           TOMMY DUNN:           Sir, it's not -- no, sir.  
48    He asked a question. It's not a back and forth between  
49    the audience and the council. I'm sorry. It's not a  
50    public hearing on this thing. We had it; it's over

1 with on that part. Mr. Wooten, go ahead.

2 CRAIG WOOTEN: Okay. I mean I would like  
3 to see what the compromise is. I understand people  
4 would rather me just kill it tonight and not even look  
5 at the compromise. You know, in that regard I guess  
6 we've seen some of these things be worked out in the  
7 past. And I guess I'm not trying to be a Pollyanna or  
8 idealistic or naive. I was hoping to give a chance for  
9 people to reconcile it. I'm willing, you know, to try  
10 to reconcile it, but if that's not the nature of the  
11 folks, I understand that that's a constraint. But I  
12 don't see what's the harm in seeing what the compromise  
13 is. That's been our take in the past and it's worked,  
14 but I understand there's limitations to that.

15 TOMMY DUNN: There are. I think there  
16 are limitations, but I think it's one thing to see to  
17 try to work it out. If it don't then we won't. Ms.  
18 Floyd.

19 GRACIE FLOYD: Yeah. I am not in the same  
20 dilemma as others may be because ever since I have been  
21 up here -- they don't like for me to say it -- I'm  
22 doing the best I can, ma'am, something is wrong with  
23 the mic. Something is wrong with the mic. But they  
24 don't like for me to say this, but I have been up here  
25 for twenty years. In the twenty years I have been up  
26 here, I have always looked at situations like this, but  
27 I always look at the neighborhood first.

28 TOMMY DUNN: You've good. I didn't mean  
29 to bother you. Go ahead.

30 GRACIE FLOYD: No, you're fine. But I  
31 always look at the neighborhood first because I look at  
32 the fact that people chose this spot individually. And  
33 you had other people coming to choose the same spot.  
34 And so you found yourself in a community. You found  
35 yourself in a neighborhood. And you're there because  
36 you want to be there. You bought the one lot for you  
37 to live on and your family to live on and you're happy  
38 and you're settled and you're satisfied. And then here  
39 comes somebody else. But it's not being a part of the  
40 neighborhood. It's not been a part of a community.  
41 It's about money. How much can I sell -- how much can  
42 I get off of this property if I put it right next door  
43 here to the neighbors.

44 It happened to me. It happened to my neighborhood.  
45 But we slept while it was happening. They brought in a  
46 manufacturing company and put it right next door to us.  
47 And by the time we heard it and got it and understood  
48 it, it was too late. But you have most of -- a lot of  
49 your neighbors here plus you have a signed statement  
50 saying that your neighbors, one by one, don't like this

1 idea. And I tend to agree with the neighbors. You've  
2 there because you want to be. You aren't trying to  
3 make money. You're trying to just live peacefully,  
4 happily and in a nice, clean neighborhood. And with  
5 all the traffic coming through and coming down, I know  
6 about that traffic. There's nothing you can do to stop  
7 the traffic. The heavy truck on the road. They pay  
8 taxes, too, but not like in a neighborhood when it's  
9 all messed up like that.

10 So I never have a problem trying to determine or  
11 decide which way to go. I'm going the way that I would  
12 like somebody to have gone when they were messing up my  
13 neighborhood. I'm going the way that other people ---

14 **APPLAUSE**

15 GRACIE FLOYD: I'm going the way that I  
16 would like somebody to go with me. And I thank you.

17 TOMMY DUNN: Thank you.

18 **APPLAUSE**

19 TOMMY DUNN: Anyone else? All in favor  
20 of the motion to move this forward for the second  
21 reading show of hands. All opposed. Show the motion  
22 carries, Mr. Davis, Mr. Dunn, Mr. Wooten, Ms. Wilson in  
23 favor. Ms. Floyd opposes.

24 CINDY WILSON: Mr. Floyd -- I mean, Mr.  
25 Chairman, may I make a comment?

26 TOMMY DUNN: Yes, ma'am.

27 CINDY WILSON: I hope that this developer  
28 comes forward with a good plan. I have had this  
29 conversation with him before on another property and I  
30 don't appreciate the shortcut he's taken coming to us  
31 like this. I've told him in a previous situation, he  
32 was quite angry with me, that he needed to get his  
33 project and go talk to the neighbors and if it did not  
34 devalue their property and they would be in favor of it  
35 then that would work out fine. And he didn't.

36 TOMMY DUNN: Well, like I said, we've  
37 got to vote this down. We're going to take a five  
38 minute recess.

39 **RECESS**

40 TOMMY DUNN: I call the council meeting  
41 of August 6th back in order.

42 Moving on to item 8(b), 2019-035, ordinance to  
43 amend Section 2-633 of the Anderson County, South  
44 Carolina Code of Ordinances so as to increase from  
45 \$1,000.00 to \$5,000.00 the smallest amount for which an  
46 annual inventory and accounting is required. We talked  
47 about this last meeting. Do we have a motion to move  
48 this forward?

49 CINDY WILSON: So moved.

50 TOMMY DUNN: Motion Mr. Davis; second

1 Mr. Sanders. Any discussion?

2 CINDY WILSON: May I quickly point out,  
3 please, that the departments will still continue  
4 keeping an inventory, but this involves the accounting  
5 part of it, the depreciation. Thank you.

6 TOMMY DUNN: Yeah. All in favor of the  
7 motion show of hands. Opposed like sign. Show the  
8 motion carries unanimously.

9 We're going to be moving on now to item number (c),  
10 8(c), 2019-036, an ordinance authorizing pursuant to  
11 Title 4 of the Code of Laws of south Carolina 2976, as  
12 amended, including sections 4-1-170, 4-1-175 and 4-29-  
13 68 thereof, and Article VIII, section 13 of the South  
14 Carolina Constitution the execution and delivery of an  
15 Infrastructure Credit Agreement by and between Anderson  
16 County, South Carolina and a company known to the  
17 county as project MCPEND to provide for certain source  
18 revenue or infrastructure credit. Mr. Burriss Nelson.

19 BURRISS NELSON: Mr. Chairman, members of  
20 council, thank you. We've been approached by one of  
21 our local communities for much needed capital  
22 investment and development within the boundaries of  
23 their city limits and asked us to partner with them in  
24 helping them bring about this \$31,000,000.00 project.  
25 It is an apartment complex, supposedly a high end, well  
26 constructed and well financed project. This bring  
27 substantial capital investment to the community, but it  
28 also includes the combining of the millage from the  
29 city and the county, which makes it substantially  
30 higher property tax rate. So in view of that, to help  
31 the city itself, the community bring about this capital  
32 investment, we have partnered with them and created a  
33 multi-county park agreement with a fifty percent SSRC  
34 for years one through ten, a forty percent SSRC for  
35 years eleven through twenty, for a twenty year  
36 agreement.

37 Last year this property, seven acres, paid twelve  
38 thousand dollars in property tax. The anticipated  
39 property tax in 2021 will be eight hundred and twenty  
40 thousand dollars. Of course, that will be split  
41 between the county, the schools and the city itself.  
42 But over the first ten years of the project generating  
43 eight million dollars in total capital investment, with  
44 a community impact of eighty-four million in the first  
45 year and a total community impact of almost eight  
46 million dollars in the first twenty.

47 This comes to council with a recommendation from  
48 the Economic Development staff, as well as the Economic  
49 Development Advisory Board. We ask that you give  
50 favorable consideration. Thank you.



1 TOMMY DUNN: Do we have a motion to move  
2 this forward?  
3 CINDY WILSON: So moved.  
4 TOMMY DUNN: Motion Ms. Wilson. Do we  
5 have a second?  
6 JIMMY DAVIS: Second.  
7 TOMMY DUNN: Second Mr. Davis. Any  
8 discussion?  
9 GRACIE FLOYD: Yes.  
10 TOMMY DUNN: Ms. Floyd.  
11 GRACIE FLOYD: Mr. Nelson.  
12 BURRISS NELSON: Yes, ma'am.  
13 GRACIE FLOYD: Hear me well?  
14 BURRISS NELSON: Yes, ma'am, I can hear you,  
15 certainly.  
16 GRACIE FLOYD: Thank you. Mr. Nelson,  
17 we've talked considerably about this thing -- about  
18 this new thing coming up. But at my desk tonight I got  
19 here and I saw where Arthrex in Collier County, I don't  
20 know where that is. Wait a minute. Naples Daily News.  
21 It's from Naples.  
22 BURRISS NELSON: Florida, where their  
23 headquarters is.  
24 GRACIE FLOYD: Oh, okay. Collier County  
25 needs to do more to provide affordable work -- isn't  
26 Arthrex coming to us, too?  
27 BURRISS NELSON: Yes, ma'am. They're  
28 getting ready to invest seventy-four million and create  
29 a thousand jobs with an average pay of twenty-one  
30 dollars an hour.  
31 GRACIE FLOYD: So would this have anything  
32 to do with what we're trying to do, what we've been  
33 discussing?  
34 BURRISS NELSON: Well, their problem in  
35 Florida is that they don't have enough housing for  
36 their employees there and the community there has been  
37 slow to authorize and develop community housing  
38 construction, apartment construction, and it has  
39 prevented Arthrex from growing. It is a fear that we  
40 have that would prevent Arthrex from growing here,  
41 providing and creating the jobs that they have promised  
42 that they will do for us. There's a good chance that  
43 we may even get more capital investment out of Arthrex  
44 just because of how that behavior and those folks  
45 behave in that community.  
46 GRACIE FLOYD: You know, if I can remember  
47 the history of Anderson County, when the mills used to  
48 be here a long time ago, and they found themselves  
49 short of housing, the mill sites built the houses for  
50 the people; did they not?

1 BURRISS NELSON: Yes, ma'am. That's  
2 correct.  
3 GRACIE FLOYD: And they created what used  
4 to be called mill villages; right? Well, Arthrex now,  
5 after reading this, this is a whole new light on it.  
6 See, I didn't get this until just now. So I haven't  
7 read the whole thing. But it ties in with what we're  
8 trying to do. Yeah. We are having to build these  
9 houses ourselves by giving the builders fifty percent,  
10 only giving them fifty percent tax credit or something  
11 like that; is that right?  
12 BURRISS NELSON: That's correct.  
13 GRACIE FLOYD: Oh, man, that makes it  
14 worse. You can almost see it now. I can see what's  
15 going on here now. We need to talk some more. That's  
16 all. You and I.  
17 BURRISS NELSON: Yes, ma'am.  
18 GRACIE FLOYD: We need to talk a little  
19 bit more since this thing here sheds light on a lot of  
20 the things. But anyway, I will hold off my comments  
21 and everything else until we talk maybe tomorrow.  
22 BURRISS NELSON: Yes, ma'am. That'll be  
23 good.  
24 GRACIE FLOYD: Okay. Will you call me?  
25 BURRISS NELSON: Yes, ma'am. I certainly  
26 will.  
27 GRACIE FLOYD: After ten thirty.  
28 BURRISS NELSON: Yes, ma'am.  
29 GRACIE FLOYD: Good.  
30 TOMMY DUNN: Anyone else? Go ahead, Mr.  
31 Sanders.  
32 BRETT SANDERS: Mr. Nelson?  
33 BURRISS NELSON: Yes, sir.  
34 BRETT SANDERS: This will not only benefit  
35 Anderson County and the tax revenue stream, but will  
36 also help the township of Pendleton?  
37 BURRISS NELSON: Yes, sir. That's correct.  
38 BRETT SANDERS: And how will it affect  
39 School District 4?  
40 BURRISS NELSON: Well, they'll reap twice  
41 the amount that the city and the county both will get,  
42 a substantial amount of money. In the first year  
43 alone, the split -- I apologize. I've got too many  
44 stacks of paper here. The split for -- even in the  
45 first year, the city is a \$116,000.00; schools  
46 \$215,000.00; the county is \$78,000.00. In year two  
47 city is \$233,000.00; schools \$430,000.00; the county  
48 \$156,000.00. We have the lowest millage amount of all  
49 of those three units. And over the first ten years of  
50 the project, the county is at \$1.5 million, just in

1 this portion alone in tax receipts.

2 One of the things that is good about this capital  
3 investment, we had talked about we're using other  
4 people's money. We've not using the county's tax  
5 dollars to create -- right out of the general fund to  
6 create housing. We're using other people's money to  
7 bring about the housing, help folks find the housing  
8 that is needed for those folks that would be working at  
9 Arthrex, for example, or any other place in our county.  
10 So it's better for us to not have to finance with tax  
11 dollars housing projects, especially. It gives us an  
12 opportunity to, as I said, use other people's money and  
13 not tax dollars to do that.

14 BRETT SANDERS: And would this SSR credit  
15 of fifty percent, based on a \$31,000,000.00 investment,  
16 it would be hard pressed to create a \$31,000,000.00  
17 investment on seven acres in Pendleton in other ways?

18 BURRISS NELSON: You would have to have some  
19 very expensive houses to be able to do that.

20 BRETT SANDERS: It would be better to do  
21 the SSR at fifty percent than have a hundred percent  
22 the other way?

23 BURRISS NELSON: At especially a four  
24 percent assessment ratio. You're exactly right.

25 BRETT SANDERS: Thank you, sir.

26 BURRISS NELSON: Yes, sir.

27 TOMMY DUNN: Yes, sir, Mr. Davis.

28 JIMMY DAVIS: Mr. Nelson, (mic not  
29 working) so what we're looking at here is if we don't  
30 do anything we're going to keep collecting about  
31 \$12,500.00 a year in taxes?

32 BURRISS NELSON: That's correct.

33 JIMMY DAVIS: If we do something we're  
34 going to collect about another \$800,000.00 a year in  
35 taxes?

36 BURRISS NELSON: Yes, sir. That's correct.

37 JIMMY DAVIS: All right. That's all I  
38 needed to know.

39 BURRISS NELSON: Thank you, sir.

40 JIMMY DAVIS: Thank you.

41 TOMMY DUNN: All in favor of the motion  
42 show of hands. All opposed? Abstentions? Show the  
43 motions carries, Mr. Davis, Mr. Sanders, Mr. Dunn, Mr.  
44 Wooten and Ms. Wilson in favor. Ms. Floyd abstains.

45 Moving on to item number (d), 2019-037, an  
46 ordinance to amend an agreement for the development of  
47 a joint county industrial and business park, 2010 Park,  
48 of Anderson and Greenville Counties to enlarge the  
49 park. This is about the project that we just talked  
50 about. Do we have a motion to put this on the floor?

1 CINDY WILSON: So moved.  
2 TOMMY DUNN: Motion Ms. Wilson. Do we  
3 have a second?  
4 JIMMY DAVIS: Second.  
5 TOMMY DUNN: Second Mr. Davis. Now any  
6 discussion? You got anything you need to add to this,  
7 Mr. Nelson? Okay. All in favor of the motion show of  
8 hands. This park. Putting that project we just talked  
9 about in an industrial park of 2010.  
10 GRACIE FLOYD: (Not speaking into mic)  
11 TOMMY DUNN: No. It's the same thing we  
12 just talked about. We're putting it in that Greenville  
13 park where they can get the thing. All in favor of the  
14 motion show of hands. All opposed or abstains?  
15 GRACIE FLOYD: I abstain.  
16 TOMMY DUNN: Show the motion carries  
17 with Mr. Davis, Mr. Sanders, Mr. Dunn, Mr. Wooten, Ms.  
18 Wilson in favor. Ms. Floyd abstains.  
19 BURRISS NELSON: Thank you so much.  
20 TOMMY DUNN: Thank you. And appreciate  
21 you and your staff and the board. And I just want to  
22 say on that last thing, this is a request mainly from  
23 the town of Pendleton. We want to help them out.  
24 Moving on to item number 9(a), a resolution to  
25 approve a welcome sign in Anderson County at Interstate  
26 I-85 near exit 4. And this was in our -- money was  
27 appropriated in our budget when we done this. Do we  
28 have a motion to move this forward?  
29 CINDY WILSON: So moved.  
30 TOMMY DUNN: Motion Ms. Wilson. Do we  
31 have a second?  
32 JIMMY DAVIS: Second.  
33 TOMMY DUNN: Second Mr. Davis. Now, any  
34 discussion? Ms. Wilson.  
35 CINDY WILSON: Quick question. What will  
36 it cost and what will our source of funds be?  
37 RUSTY BURNS: Right off the top of my  
38 head, \$90,000.00, and we have that placed in the  
39 budget. It was approved by council.  
40 CINDY WILSON: From ATAX maybe?  
41 RUSTY BURNS: No, ma'am. General fund.  
42 CINDY WILSON: Okay. And you said a  
43 hundred ninety?  
44 TOMMY DUNN: No, ninety.  
45 CINDY WILSON: Ninety; okay. I was going  
46 to say a hundred and ninety ...  
47 TOMMY DUNN: Any more discussion on this  
48 matter?  
49 JIMMY DAVIS: Mr. Chair?  
50 TOMMY DUNN: Ms. Floyd and we'll get to

1 Mr. Davis.  
2 GRACIE FLOYD: Okay. Mr. Burns, you say  
3 it's \$90,000.00?  
4 RUSTY BURNS: Off the top of my head. I  
5 can get the exact figure.  
6 GRACIE FLOYD: And you put one of these --  
7 I mean, you had the money in the budget?  
8 RUSTY BURNS: Yes, ma'am. The budget  
9 approved by council.  
10 GRACIE FLOYD: Okay. Well, I didn't see  
11 that in that budget. Did y'all call it something else?  
12 RUSTY BURNS: No, ma'am.  
13 GRACIE FLOYD: Okay. Well, how come we're  
14 not putting one on Highway 29 as it is a viable  
15 transportation area into Anderson County. Why not one  
16 in District ---  
17 RUSTY BURNS: I think that's an excellent  
18 idea, Ms. Floyd. I would like to have brand new  
19 entrance signs to every entrance in Anderson County,  
20 but right now the ones that get the most traffic are  
21 the ones on Interstate 85. And I think it's important  
22 that we delineate where Anderson County is. We've  
23 received massive public approval on the one that we  
24 placed on the Greenville side. I would like people  
25 coming from Atlanta to also know that they're in  
26 Anderson County when they get here. But I agree with  
27 you a hundred percent about 29. I think we need a nice  
28 one up there on Clemson Boulevard.  
29 GRACIE FLOYD: It is -- it does feed off  
30 of 85.  
31 BURRISS NELSON: Yes, ma'am, it does. I  
32 agree with you. I'll be making another request.  
33 GRACIE FLOYD: Well, I thank you for  
34 agreeing with me, Mr. Burns, but it seems like that's  
35 about all you're doing is agreeing with me. Because if  
36 you're going to do it for one, I don't see why you  
37 couldn't have done it for both of us. How many  
38 entrance ways do we have off of 85 into Anderson  
39 County?  
40 RUSTY BURNS: Well, we have the two main  
41 ones; 85 north and south, and then 29 is the third one  
42 that I would say. And then the one on Clemson  
43 Boulevard coming out of Pickens is another one. I  
44 think those would be the main ones. But due to budget  
45 constraints, we just wanted to bite it off in small  
46 chunks.  
47 GRACIE FLOYD: And how was that into the  
48 budget? Nobody brought it out. Nobody said anything  
49 when we were talking about the budget. I don't  
50 remember it, I mean actually bringing it out.



1 TOMMY DUNN: We did. It was discussed.  
2 Ms. Davis brought it up.  
3 GRACIE FLOYD: Oh, Ms. Davis brought it  
4 up?  
5 TOMMY DUNN: Yeah, when we was going  
6 through our line items on our budget. I can promise  
7 you.  
8 GRACIE FLOYD: Well, I didn't see it, so  
9 thank you.  
10 TOMMY DUNN: Thank you. Anyone else?  
11 Mr. Sanders -- I'm sorry. Let's go to Mr. Davis. He  
12 was next. I'm sorry. I apologize. Go ahead.  
13 JIMMY DAVIS: I must say, and I thank the  
14 previous council for the approval of the sign at 153 at  
15 exit 40. I pass that sign multiple times a day and,  
16 you know, I get so many compliments on the sign at exit  
17 40. It really makes me proud to be a resident of  
18 Anderson County, because I do pass it several times a  
19 day. And I think this is something that will be really  
20 nice to have on our southern border on 85, as well as  
21 other entrances into the county going forward. Thank  
22 you.  
23 TOMMY DUNN: Thank you. Mr. Sanders.  
24 BRETT SANDERS: Yeah, it's the same company  
25 that done the last one, is doing the one we're doing  
26 now? (Not speaking into mic)  
27 GRACIE FLOYD: Is that the one that the  
28 class or whatever else put up the last one?  
29 RUSTY BURNS: Yes, ma'am. We had  
30 participation from a class to make that one of their  
31 projects.  
32 GRACIE FLOYD: So that's the one they're  
33 talking about on ...  
34 TOMMY DUNN: Exit 40, yes, ma'am.  
35 GRACIE FLOYD: Okay. So Anderson County  
36 really didn't do that one?  
37 RUSTY BURNS: No, ma'am. Anderson County  
38 did all of the ground work. We secured all of the  
39 permits and we put a substantial amount of money into  
40 that project. I can remember exactly, but I can get  
41 you that figure.  
42 GRACIE FLOYD: Okay. Because next year I  
43 would like to put in the budget that we put one on  
44 Highway 29.  
45 RUSTY BURNS: I'm all for it.  
46 TOMMY DUNN: All in favor of the motion  
47 show of hands. Opposed like sign. Show the motion  
48 carries unanimously.  
49 Be moving on now to item number (b), 9(b),  
50 resolution to approve the agreement between South

1 Carolina Department of Transportation and Anderson  
2 County regarding an extension of the multi-use path on  
3 both the east and west ends of the existing path along  
4 the East-West Connector.

5 Is this something Mr. Hopkins wants to talk about,  
6 or Mr. Burns? Mr. Hopkins?

7 HOLT HOPKINS: I'm just here to answer any  
8 questions.

9 TOMMY DUNN: We got a motion to put this  
10 on the floor?

11 CRAIG WOOTEN: I make a motion to put it  
12 on the floor.

13 TOMMY DUNN: Mr. Wooten makes a motion  
14 to put this on the floor. Ms. Wilson seconds. Now  
15 discussion? Mr. Wooten.

16 CRAIG WOOTEN: Yes. This is something  
17 I've been excited about a long time and I just want to  
18 give a little bit of background of what it is to give  
19 context to the work that Mr. Hopkins has been doing.  
20 We all know the East-West Connector has a walkway that  
21 goes from Main Street over to 81. We see folks walking  
22 on it all the time. We have a park in the middle.  
23 Well, years ago, and I'm probably going to over-  
24 simplify it. But years ago the state allocated a chunk  
25 of money that they said, hey, Anderson, you can use  
26 this to extend your parkway, and you can extend it on  
27 the Ingles side all the way through neighborhoods to  
28 AnMed and you can extend it on the Clemson Boulevard  
29 side to go all the way and connect to the Civic Center.  
30 So theoretically you could go from the Civic Center all  
31 the way down to AnMed. You could almost catch the  
32 sidewalks downtown. You could sort of come up through  
33 Linley Park and connect by the Civic Center. So we  
34 have the makings of a full walking trail throughout our  
35 town.

36 Some people say, hey, I don't use that walking  
37 trail. That's not of interest to me. I get that. The  
38 good news is it didn't come from taxpayer money. It  
39 came from the state. And so a lot of people ask me,  
40 say, Craig, can you just give that money back and we'll  
41 use that money to pave roads here because we want our  
42 roads paved. I said, that's a good point. Problem is  
43 the state wouldn't let us do that. They said if you do  
44 not use it for this project, then it's going to go  
45 away. And we're like, well, where is it going to go  
46 away to? Well, it would probably go to Myrtle Beach,  
47 Charleston or Rock Hill and they would make sidewalks  
48 for themselves.

49 So one of the things I hear in my district a lot is  
50 people say, hey, I want a liveable, walkable area. I

1 want to be able to get out and exercise and walk to the  
2 grocery store or what not. I believe that this is a  
3 way to get that done and get it done in the right way.

4 What this obligates us to -- it's not the money.  
5 The money has already been given to us. This just  
6 allows us to accept the project. And yes, we would  
7 have to maintain it. And I'm wary of when people give  
8 me stuff and tell me to maintain it because that can be  
9 expensive. I was given a boat one time and -- but in  
10 this regard the benefit that we would get out of it  
11 from the community, it's worth the minimal maintenance  
12 cost for the amount of money that Columbia sent us.

13 So I find it an overwhelmingly positive project,  
14 but it needs that explanation because I do agree that  
15 not everybody lives near it. And I do agree that not  
16 everybody would find use in it. So I wanted to point  
17 out how we came about that money and that we couldn't  
18 use it for other items, or we would lose it. So that's  
19 why I think it's a positive thing for the county and  
20 that's why I think it would be a positive thing for us  
21 to accept and move this resolution forward.

22 TOMMY DUNN: Thank you. Anyone else?

23 BRETT SANDERS: Mr. Chair?

24 TOMMY DUNN: Mr. Sanders.

25 BRETT SANDERS: Is there a time frame for  
26 this to move forward on completion?

27 HOLT HOPKINS: Slow. It's like any large  
28 project at this stage. They're still in the right-of-  
29 way phase. They've about finished with all the plans  
30 and utility coordination that they're having to do.  
31 But it probably won't go to construction for at least  
32 eighteen months. It could be two years.

33 BRETT SANDERS: I know that state money is  
34 our money. Like Mr. Wooten said, or Councilman Wooten  
35 said, I'd rather see it spent here in Andersen County  
36 than Myrtle Beach or Charleston or somewhere else. And  
37 I'm excited, as well, about it.

38 TOMMY DUNN: Thank you. All in favor of  
39 the motions how of hands. Opposed like sign. Show the  
40 motion carries unanimously. Thank you, Mr. Hopkins.

41 Moving on now to item number 10, road acceptance  
42 into county inventory. This is from District 6. It's  
43 Three Bridges Subdivision.

44 JIMMY DAVIS: Can we make all this in one  
45 motion?

46 TOMMY DUNN: That's what I was going to  
47 say. Let's try to -- nobody got an objection, I'll  
48 clarify real quick for the record. Mr. Hopkins, these  
49 roads on Three Bridges Subdivision, Phases I and II,  
50 they've met all the criteria of county standards?

1 HOLT HOPKINS: They have.  
2 TOMMY DUNN: Inspected and met  
3 everything?  
4 HOLT HOPKINS: Yes, multiple times.  
5 TOMMY DUNN: Do we have a motion to move  
6 this forward, all one, two, three, four -- all five of  
7 these roads?  
8 JIMMY DAVIS: So moved.  
9 TOMMY DUNN: Have a motion by Mr. Davis;  
10 second Ms. Wilson. Any discussion? All in favor of  
11 the motion show of hands. Opposed like sign.  
12 Item number 10(b), Rogers Knoll Subdivision Phase  
13 I, again District 6, four roads. Mr. Hopkins, all four  
14 of them has met all the criteria and all the things for  
15 the county?  
16 HOLT HOPKINS: Yes.  
17 TOMMY DUNN: Do we have a motion to move  
18 all four of these roads on?  
19 BRETT SANDERS: So moved.  
20 TOMMY DUNN: Motion Mr. Sanders; second  
21 Ms. Wilson. You second, Ms. Wilson?  
22 CINDY WILSON: Second.  
23 TOMMY DUNN: Ms. Wilson seconds it. Any  
24 discussion? All in favor of the motion show of hands.  
25 Motion carries unanimously.  
26 Now moving on to item number (c), that's 10(c).  
27 Again this is Council District 6, James Lake Way. Mr.  
28 Hopkins, again, met all the criteria of the county?  
29 HOLT HOPKINS: Yes, sir.  
30 TOMMY DUNN: Do we have a motion to move  
31 this forward?  
32 JIMMY DAVIS: So moved.  
33 TOMMY DUNN: Motion Mr. Davis; second  
34 Ms. Wilson. Any discussion? All in favor of the  
35 motion show of hands. Opposed like sign. Show the  
36 motion carries unanimously. Thank you, Mr. Hopkins.  
37 Moving on to item number 11, report from the  
38 Finance Committee held on August 5, 2019. Chairman  
39 Wooten.  
40 CRAIG WOOTEN: Thank you, sir. Yes, we  
41 had a finance meeting this past Monday. To start off  
42 with we had a bid for what they call police interceptor  
43 SUVs. And these are SUVs that are not Chevy Tahoes but  
44 Ford Explorers that have a certain equipment package  
45 that allow the police to do their job the way they need  
46 it and it goes fast enough and meets all their  
47 requirements. So what we did was we sent it out for a  
48 bid. And one of the first things I look for in a bid  
49 is did we get multiple people responding because we  
50 want to get the best deal for the county. Multiple



1 people didn't respond on this one. And I asked why and  
2 they said because it was the technical nature of these  
3 cars that they were buying. Not everybody sells these  
4 kind of cars. These are specialty cars for police. So  
5 it made sense the amount that we got it from. And it  
6 looks like about \$920,000.00 and it's going to be about  
7 twenty-five police interceptor vehicles. So we felt  
8 good about that because it was on state contract and  
9 that had been bid out in the past. And we move this  
10 forward as a full recommendation from the Finance  
11 Committee.

12 TOMMY DUNN: Coming from the Finance  
13 Committee, it doesn't need a second. Now are there any  
14 discussions? All in favor of the motion show of hands.  
15 All opposed like sign. Abstentions? You in favor, Ms.  
16 Floyd?

17 GRACIE FLOYD: Yes.

18 TOMMY DUNN: I'm sorry. Unanimous.

19 Moving on, Mr. Chairman.

20 CRAIG WOOTEN: Yes, sir. The second item  
21 was -- line item was Brownfield Revolving Loan Fund.  
22 And basically what this is, this is the ability for the  
23 county to borrow money to clean up old mill sites. And  
24 through this Brownfield Fund that was set up, you know,  
25 we can get money for like one percent. The good news  
26 is because this is getting subsidized from I guess the  
27 feds and the state is they forgive thirty percent of  
28 the loan. So they give you really cheap money and then  
29 they knock off thirty percent of it because they want  
30 us to clean up these sites. And I know people around  
31 the county are always telling me that they have great  
32 memories of working and living in the mill areas and  
33 they hate to see it delapidated. So this is going to  
34 allow us to work on two sites in Anderson County. And  
35 one is the Toxoway site and the other is Pelzer Lower  
36 Mill site. So the first thing in regards to this is,  
37 you know, we asked Councilman Wilson and she approved  
38 of what was going on in her area. And then I deferred  
39 to Ms. Floyd from the Toxoway site that she felt  
40 comfortable with what was going on in her area. And  
41 when I felt like that was the case, looking at it  
42 financially, it made sense. And so this comes forward  
43 as a full recommendation from the Finance Committee.

44 TOMMY DUNN: Coming from the Finance  
45 Committee, it doesn't need a second. Are there any  
46 discussion? All in favor of the motion show of hands.  
47 Opposed like sign. Show the motion carries  
48 unanimously.

49 Next, Mr. Chairman.

50 CRAIG WOOTEN: Yes. The next item is the



1 capital -- the service for the Anderson TTI building.  
2 And I'm looking at my notes here. I want to make sure  
3 that I don't misquote this. Ms. Davis, would you help  
4 elaborate on this item? This is in regards to the  
5 Anderson TTI building that we obtained through a  
6 project I believe a couple of years ago now on 28  
7 Bypass.

8 RITA DAVIS: That is correct, sir. And  
9 Mr. Brian Richardson has asked for four capital items;  
10 one heavy duty pickup, two zero turn mowers, one SUV  
11 hatchback and one work body. That's for his  
12 housekeeping, maintenance and ground employees that he  
13 hopes to hire. But of course we're not in the facility  
14 and those employees have not been hired at this time.  
15 However, Mr. Stone -- there's a lead time, month's lead  
16 time before he can get these vehicles. He's asking  
17 council's indulgence to go ahead and allow Mr. Stone to  
18 get those items ordered. Remember, we had money in  
19 contingency in the general fund for this, and we told  
20 you we would come back before council before any  
21 employees, any capital or any operating money was  
22 transferred into his budget.

23 TOMMY DUNN: Thank you, Ms. Davis?

24 RITA DAVIS: That totals maximum of a  
25 hundred and forty-two thousand dollars.

26 TOMMY DUNN: So this would have to be --  
27 I'm asking now. This would have to be bid out and  
28 come back before the Finance Committee.

29 RITA DAVIS: Yes, sir. This is for Mr.  
30 Stone to do ---

31 TOMMY DUNN: To start the process. But  
32 there will be a vote when you come back with a dollar  
33 figure.

34 RITA DAVIS: That is correct; yes, sir.

35 CRAIG WOOTEN: And that was the concerns  
36 of the committee, is you know, first of all could we do  
37 this on contract less expensive. But in regards to the  
38 type of work we needed out there, we needed county  
39 employees that could stay on site and then the timing  
40 of it, these are tractors and items that aren't  
41 necessarily -- can be obtained off the lot at the local  
42 tractor dealer; that we needed to be able to buy them  
43 ahead of time to be ready to use them at a later date.  
44 So these items from Mr. Richardson came forward as a  
45 full recommendation from the Finance Committee. And I  
46 put that in the form of a motion.

47 TOMMY DUNN: Again, coming from the  
48 Finance Committee, it doesn't need a second. Any more  
49 discussion? All in favor of the motion show of hands.  
50 All opposed like sign. You in favor -- show the motion

1 carries unanimously.  
2 Moving on to item number 6. Mr. Chairman.  
3 CRAIG WOOTEN: Yes. Item number 6 is a  
4 capital transfer for police laptops. And basically we  
5 were submitted a budget transfer form that was going to  
6 take some money out of uniforms and clothing and safety  
7 and moving it into capital to purchase the vehicle  
8 computers that go into a police car. Once again, this  
9 is not your standard Dell computer. It's configured  
10 with all of their software and has all of their  
11 mechanisms that they need to do their job. And so this  
12 was moved into their account to buy it. And we had a  
13 quote from an ARC Pivot Company that we knew was a good  
14 deal based on the recommendations from our Information  
15 Director. So we move this forward as a unanimous  
16 motion from the Finance Department to allow this  
17 capital transfer for police laptops.  
18 TOMMY DUNN: Coming from the Finance  
19 Committee, it doesn't need a second. Are there any  
20 discussion? Hearing none, all in favor of the motion  
21 show of hands. Opposed like sign. Show the motion  
22 carries unanimously.  
23 And I believe, Mr. Chairman, those last items will  
24 be covered in executive session. Do we have a motion  
25 on item number 13 to add those when we go into  
26 executive session?  
27 CRAIG WOOTEN: Yes, sir.  
28 TOMMY DUNN: You can give your report on  
29 that.  
30 So we'll be moving on now to item number 12, report  
31 from the Planning and Public Works meeting held August  
32 5, 2019. Chairman Wilson.  
33 CINDY WILSON: Thank you, Mr. Chairman.  
34 JIMMY DAVIS: Madam Chairwoman, do I need  
35 to recuse myself now?  
36 CINDY WILSON: Yes.  
37 TOMMY DUNN: State your reason, Jimmy.  
38 JIMMY DAVIS: I need to recuse myself for  
39 matters that I deal with business with one of the  
40 companies that deal with our landfill.  
41 TOMMY DUNN: Thank you, Mr. Davis.  
42 Appreciate it.  
43 CINDY WILSON: It must be said, we are so  
44 grateful for the integrity of the people who serve up  
45 here now to disclose and recuse properly. And I'm very  
46 grateful for that, too.  
47 It's no secret we've had difficulties over at the  
48 landfill for decades. The new company that has come in  
49 started off on -- had a rocky start. They finally have  
50 been meeting with the community. We've had multiple

1 meetings over there. We've worked with hauling  
2 companies to get the traffic pattern sorted out so it's  
3 safer and less onerous for the folks who live around  
4 there. And the company itself has stepped up. They  
5 have hired a new trucking company. They have gotten a  
6 number of the odor issues resolved and other unpleasant  
7 noxious problems over there. The last meeting we had  
8 was Monday a week ago. Mr. Greg Smith came. The mayor  
9 and administrator from Belton and community people and  
10 I, along with the representatives of the company. We  
11 are well satisfied that they have been very diligent  
12 and very mindful of the community. And we will  
13 continue these meetings as they are beginning to really  
14 bear fruit. We are also mindful of the need for the  
15 county to have -- and the company to have the extra  
16 fifty thousand tons per year in addition to the four  
17 hundred and thirty-eight thousand tons that they  
18 currently have because we have more industry coming  
19 here. We have that margin concern if we have a  
20 disaster and have to haul a lot of things out there.  
21 Also we have a lot of demolition continuing.

22 So as the representative of District 7 in which the  
23 landfill resides, I'm bringing to you, along with my  
24 co-committeemen, Mr. Brett Sanders and Mr. Greg Smith,  
25 the request that we support the need for the additional  
26 fifty thousand tons per year.

27 And you have in front of you a very brief  
28 agreement. It basically states that this is an  
29 amendment to paragraph 9(b). Paragraph 9(b) of the  
30 agreement is hereby amended such that the limit is --  
31 disposal of solid waste at the landfill shall be not  
32 more than four hundred eighty-eight thousand tons per  
33 year, an increase of fifty thousand tons per year in  
34 addition to this. We would like for this to remain for  
35 at least two years and let the company continue to  
36 demonstrate their diligence and good neighborliness and  
37 review the needs then. We also have to represent the  
38 needs of the county. We don't want them to fill up too  
39 fast over there because that's also a concern for the  
40 county.

41 But anyway, we bring this to you without a quorum  
42 to vote to recommend this to you. We're bringing it to  
43 you for your consideration. And if you would like to  
44 vote on it at this meeting we can do so. If you need  
45 more time to review it, we can do it next meeting.

46 Does anyone have questions of Mr. Smith or of me?

47 TOMMY DUNN: I think it's good.

48 CINDY WILSON: Then may I make a motion to  
49 vote for this tonight?

50 TOMMY DUNN: This coming form the

1 committee or ---  
2 TOMMY DUNN: Ms. Wilson makes a motion.  
3 Do we have a second?  
4 BRETT SANDERS: I'll second it.  
5 TOMMY DUNN: Mr. Sanders seconds it.  
6 Any more discussion? All in favor of the motion show  
7 of hands. All opposed like sign.  
8 Mr. Sanders, do you mind getting Mr. Davis?  
9 Moving on next -- wait a minute. Number 4 doesn't  
10 involve Mr. Sanders; does it? Mr. Harmon?  
11 CINDY WILSON: We just made the  
12 presentation of the need.  
13 LEON HARMON: That was number 4.  
14 CINDY WILSON: We just voted for the  
15 amendment to the ---  
16 TOMMY DUNN: He's good to come back is  
17 what I'm getting at? Are we on number 5 now?  
18 CINDY WILSON: Yes. We're moving to that  
19 next item.  
20 TOMMY DUNN: Okay.  
21 CINDY WILSON: The next item continues the  
22 discussion among council members in various  
23 communities, people who voted for zoning expect us to  
24 enforce zoning. People who buy into zoned areas are  
25 buying subject to that protection. And we're having  
26 issues around the county. For example, one popped up  
27 in my neighborhood this past week. It's a car repair  
28 shop sandwiched between three or four houses. And it's  
29 zoned, I think, R, three quarters of an acre roughly.  
30 And then we have a logging operation that is up on  
31 Hopewell Road that's only -- I don't even think they  
32 have a full acre there. And then in Mr. Sanders'  
33 district there is a property that's part of an old HOA  
34 subdivision that's subject to zoning where there are  
35 containers and mountains of dirt and stuff on those  
36 properties. So we have requested of our Planning  
37 Department to come back with some new language. We've  
38 all been struggling over the language to provide  
39 enforcement capability for our staff. So that's just  
40 for your information tonight. We'll come back to you  
41 later.  
42 The other item for your information is recently Ms.  
43 Alesia Hunter and Dr. Parkey were able to bring to our  
44 county Mr. Randall Arendt who is a renowned  
45 conservation design development expert. He is  
46 connected to N.C. State and has written extensively.  
47 He has come to teach us better ways to develop. And  
48 what we'll be coming back to you with later are some  
49 measures that we would prefer to incorporate in our  
50 zoning ordinances encouraging good development.



1 Basically what he presented to us allows for, in some  
2 cases, more intense development but more open area.  
3 And he was able to prove that some of the -- most of  
4 these designs actually cost the developer far less  
5 money and yet are more desirable for the people and  
6 it's more pleasant living conditions.

7 So if anyone needs a copy of this that has not  
8 gotten it -- I don't know if Mr. Davis or Ms. Floyd or  
9 Mr. Dunn have gotten this yet, the workshop materials  
10 that we had. Okay. You may want to review those and  
11 we'll have another session on that later.

12 But that concluded the efforts of our committee.  
13 We will meet again, I believe, next week. I can't  
14 remember the date. I think it's 11:00 on Wednesday; is  
15 it?

16 JIMMY DAVIS: Yes, ma'am. 11:30 on  
17 Wednesday.

18 CINDY WILSON: Yes, 11:30, August 14th, a  
19 Wednesday. And our public is certainly most welcome to  
20 come. Thank you.

21 TOMMY DUNN: Thank you, Ms. Wilson.

22 Moving on to item number 13. Do we have a motion  
23 to go into executive session for contractual matters  
24 related to the Piedmont property acquisition; contract  
25 matters involving the Voter Registration and Elections  
26 office; contractual matters involving bid on software  
27 solution proposal and also discussion of energy  
28 services contract. Do we have a motion?

29 CINDY WILSON: So moved.

30 TOMMY DUNN: Motion Ms. Wilson. Do we  
31 have a second?

32 BRETT SANDERS: Second.

33 TOMMY DUNN: Second Mr. Sanders. All in  
34 favor of the motion show of hands. Opposed like sign.  
35 Show the motion carries. Executive session. We'll go  
36 right back here.

37 **EXECUTIVE SESSION**

38 CINDY WILSON: Mr. Chairman, may I make  
39 the motion that we come out of executive session,  
40 having received contractual information regarding  
41 contractual matters involving the Piedmont property  
42 acquisition, Voter Registration and Elections and the  
43 bid 19-039 software solution proposals. No action  
44 taken.

45 TOMMY DUNN: Thank you, Ms. Wilson.  
46 Have a second?

47 BRETT SANDERS: Second.

48 TOMMY DUNN: Discussion? All in favor  
49 of the motion. Motion carries unanimously.

50 We're going to be -- give me just a second. Do we



1 have a motion about the property, the Piedmont property  
2 acquisition?  
3 JIMMY DAVIS: Mr. Chair.  
4 TOMMY DUNN: Mr. Davis.  
5 JIMMY DAVIS: I would like to make a  
6 motion that we can direct the county administrator to  
7 negotiate an agreement with the purchase of a twenty-  
8 seven acre parcel above the Piedmont dam on the Saluda  
9 River for the development of a kayak launch.  
10 TOMMY DUNN: Have a motion by Mr. Davis.  
11 Have a second?  
12 CINDY WILSON: Second.  
13 TOMMY DUNN: Second Ms. Wilson. Any  
14 discussion? All in favor of the motion show of hands.  
15 Show the motion carries unanimously.  
16 Now we're going to be moving on to item (b),  
17 contractual matters involving Voter Registration and  
18 Elections.  
19 GRACIE FLOYD: Mr. Chairman?  
20 TOMMY DUNN: Ms. Floyd.  
21 GRACIE FLOYD: I would like to approve a  
22 memorandum of agreement regarding the new voting  
23 machines acquired by the State Election Commission for  
24 use by the South Carolina counties for conducting  
25 elections and to authorize the county administrator or  
26 to sign the agreement on behalf of Anderson County.  
27 And that's in the form of a motion.  
28 TOMMY DUNN: Ms. Floyd makes a motion.  
29 We have a second by Ms. Wilson. Any discussion? I'd  
30 just like to say I want to thank Mr. Harmon for his  
31 hard work on this matter. This is a lot better  
32 document than what was handed to us. I want to thank  
33 Senator Gambrell for what he done, and the other  
34 delegation members. Thank you very much. Any more  
35 discussion? All in favor of the motion show of hands.  
36 All opposed like sign. Show the motion carries  
37 unanimously.  
38 Now we'll be moving on to item number (c), contract  
39 matters regarding the bid of software solutions  
40 proposals.  
41 BRETT SANDERS: Yes, sir, Mr. Chairman?  
42 TOMMY DUNN: Mr. Sanders.  
43 BRETT SANDERS: I would like to make a  
44 motion to approve the selection of Central Square for  
45 negotiation of contract for an Enterprise Software  
46 system pursuant to the request for proposal number 19-  
47 039.  
48 GRACIE FLOYD: And I second it.  
49 TOMMY DUNN: We have a motion by Mr.  
50 Sanders. Second by Ms. Floyd. Any discussion? Again,

1 I'd just like to say I want to appreciate council, all  
2 the hard work that Mark Williamson has done, the head  
3 of our IT Department and his staff. Appreciate it.  
4 And all the county employees that participated in these  
5 workshops and everything that had a say in this and  
6 worked on it. I think it's good. I think this is  
7 going to make Andersen County a lot better. But the  
8 bottom line is, all of this hard work that everybody  
9 has done, our citizens are the ones that's going to  
10 come out the winner on this when they get this  
11 implemented. And I appreciate all of that. Hearing  
12 nothing else, all in favor of the motion show of hands.  
13 Opposed like sign. Show the motion carries  
14 unanimously.

15 Now we're going to be moving on to the next item  
16 number (d), will be energy services.

17 JIMMY DAVIS: Mr. Chair?

18 TOMMY DUNN: Mr. Davis.

19 JIMMY DAVIS: I would like to make a  
20 motion to direct the County Administrator to issue  
21 appropriate procurement documents for obtaining energy  
22 service proposals for all of county buildings.

23 TOMMY DUNN: We have a motion by Mr.  
24 Davis. Do we have a second?

25 CINDY WILSON: Second.

26 GRACIE FLOYD: Second.

27 TOMMY DUNN: Second Ms. Floyd. Any  
28 discussion? All in favor of the motion show of hands.  
29 Opposed like sign. Show the motion carries  
30 unanimously. Thank everyone.

31 Now we'll be moving on to appointments.

32 CRAIG WOOTEN: Excuse me, sir. We had one  
33 clarification.

34 TOMMY DUNN: Oh, I'm sorry. Mr. Wooten.

35 CRAIG WOOTEN: Yes, sir, thank you.

36 Earlier in the Finance Committee meeting we moved  
37 forward a recommendation in regards to a Brownfield  
38 revolving loan. I should have presented it more  
39 accurately in title only because the staff is still  
40 working on the details but moving it forward. So this  
41 is an ordinance to authorize Anderson County to obtain  
42 a loan from the Brownfield Revolving Loan Fund  
43 administered by the Catawba Regional Council of  
44 Governments for an environmental cleanup at the Toxoway  
45 Mill site and the Pelzer Lower Mill site, and other  
46 matters related thereto. I put that title in the form  
47 of a motion.

48 TOMMY DUNN: Have a motion by Mr.

49 Wooten. Have a second?

50 CINDY WILSON: Second.

1 TOMMY DUNN: Second Ms. Wilson. Any  
2 discussion? We want to say that's first reading  
3 tonight for the record. We've got two more readings.  
4 Anything else? All in favor of the motion show of  
5 hands. Opposed like sign. Show the motion carries  
6 unanimously.  
7 Now moving on to item number 14, appointments. I  
8 make the motion -- has anybody -- we got appointments  
9 for the library. Anybody want to change their library  
10 -- their time is up and I all of them, I understand,  
11 wants to serve again.  
12 GRACIE FLOYD: (Not speaking into mic)  
13 TOMMY DUNN: So you're good.  
14 GRACIE FLOYD: I'm good; yeah.  
15 TOMMY DUNN: What about y'all? Y'all  
16 good with y'all's?  
17 CINDY WILSON: Mine may be moving out of  
18 district and I haven't had a chance to talk with her.  
19 TOMMY DUNN: You want to ---  
20 CINDY WILSON: I'm going to try and talk  
21 with her this week. Thank you.  
22 TOMMY DUNN: You good with yours?  
23 CRAIG WOOTEN: I'm good.  
24 TOMMY DUNN: Is it all right with y'all  
25 if I make the motion we reappoint the Library Board,  
26 all but Ms. Floyd, because she's already got hers, and  
27 Ms. Wilson is going to wait to talk to hers. That will  
28 be Mr. Wooten, Mr. Dunn, Mr. Sanders and Mr. Davis.  
29 We'll let Mr. Graham talk for himself when he gets  
30 here. So that's four that's going to reappoint ours.  
31 Do we have a second?  
32 BRETT SANDERS: Second.  
33 TOMMY DUNN: Second Mr. Sanders. Now  
34 any further discussion? All in favor of the motion  
35 show of hands. Like sign. Show the motion carries  
36 unanimously.  
37 Now we'll be moving on to requests from council  
38 members. Mr. Davis.  
39 JIMMY DAVIS: Thank you, Mr. Chair. And  
40 I'll make this in the form of one motion. I would like  
41 to appropriate from my special projects account to the  
42 Distinguished Young Women, two hundred fifty dollars;  
43 and to the Shalom House Ministries, two hundred fifty  
44 dollars. I make that in the form of a motion.  
45 TOMMY DUNN: Have a motion by Mr. Davis.  
46 Have a second?  
47 CINDY WILSON: Second.  
48 TOMMY DUNN: Second Ms. Wilson. Any  
49 further discussion? All in favor of the motion show of  
50 hands. All opposed like sign. Show the motion carries

1 unanimously. Anything else, Mr. Davis?  
2 JIMMY DAVIS: No, sir.  
3 TOMMY DUNN: Mr. Sanders?  
4 BRETT SANDERS: Yes, sir, Mr. Chairman. I  
5 would like to combine these if possible.  
6 TOMMY DUNN: Okay.  
7 BRETT SANDERS: I would like to donate five  
8 hundred to the Anderson Pregnancy Care Center; two  
9 fifty to Distinguished Young Women; seven fifty to the  
10 Shalom House Ministries. I'd like to put that in the  
11 form of a motion.  
12 CINDY WILSON: Second.  
13 TOMMY DUNN: Motion Mr. Sanders; second  
14 Ms. Wilson. Any further discussion? All in favor of  
15 the motion show of hands. Opposed like sign. Show the  
16 motion carries unanimously. Ms. Floyd?  
17 GRACIE FLOYD: Yes. I would like to make  
18 two in the form of a motion.  
19 TOMMY DUNN: Yes, ma'am.  
20 GRACIE FLOYD: I would like to allocate  
21 from District 2's rec account three thousand dollars  
22 for the Friends of Broadway Lake family day. It's this  
23 Saturday coming. That's one. And the other one is I  
24 would like to allocate seventy-five dollars for the  
25 meeting of the Susan Booker Street, which is going to  
26 be held Monday. And that money will go for the food  
27 and the -- well mostly the food. That's this Monday  
28 coming.  
29 TOMMY DUNN: You ain't going to be too  
30 hungry is you're only going to get seventy-five dollars  
31 worth; are you?  
32 GRACIE FLOYD: (Not speaking into mic)  
33 TOMMY DUNN: We have a second to Ms.  
34 Floyd's request? Second Mr. Sanders. Any discussion?  
35 All in favor of the motion show of hands. Opposed like  
36 sign. Show the motion carries unanimously. Anything  
37 else, Ms. Floyd?  
38 GRACIE FLOYD: That's it. Thank you.  
39 TOMMY DUNN: Mr. Wooten?  
40 CRAIG WOOTEN: Yes. I would like to  
41 allocate ten thousand dollars to the Anderson Pregnancy  
42 Care Center from District 1. I put that in the form of  
43 a motion.  
44 CINDY WILSON: Second.  
45 TOMMY DUNN: Have a motion by Mr. Wooten  
46 and second by Ms. Wilson. Any further discussion? All  
47 in favor of the motion show of hands. All opposed like  
48 sign. Show the motion carries unanimously. Anything  
49 else, Mr. Wooten?  
50 CRAIG WOOTEN: That's it.



1 TOMMY DUNN: Ms. Wilson?  
2 CINDY WILSON: I have several. May I make  
3 the following appropriations from District 7's  
4 recreation account: thirty-five hundred dollars to the  
5 Pelzer Heritage Commission for their ongoing programs  
6 and needs; three hundred dollars for the Anderson  
7 Pregnancy Care Center; three hundred dollars for  
8 Distinguished Young Women; and three hundred dollars  
9 for Shalom House Ministries; and twenty-five hundred  
10 dollars for the Cheddar Young Center programs.  
11 TOMMY DUNN: Have a motion by Ms.  
12 Wilson. Have a second?  
13 BRETT SANDERS: Second.  
14 TOMMY DUNN: Second by Mr. Sanders. Any  
15 discussion? All in favor of Ms. Wilson's motion show  
16 of hands. Opposed like sign. Show the motion carries  
17 unanimously. Anything else, Ms. Wilson?  
18 CINDY WILSON: That's all. Thank you.  
19 TOMMY DUNN: From District 5's account,  
20 I'd like to appropriate fifteen hundred dollars to  
21 Friends of Sadlers Creek State Park; five hundred  
22 dollars to the Anderson Pregnancy Center; two hundred  
23 fifty dollars to the Distinguished Young Women; five  
24 hundred dollars to Shalom House Ministries. Put that  
25 in the form of a motion.  
26 CINDY WILSON: Second.  
27 TOMMY DUNN: Second Ms. Wilson. Any  
28 further discussion? All in the favor of the motion  
29 show of hands. Opposed like sign. Show the motion  
30 carries unanimously. Anyone got anything else?  
31 At this time we'll be moving on to Administrator's  
32 report.  
33 RUSTY BURNS: Nothing at this time, Mr.  
34 Chairman.  
35 TOMMY DUNN: Mr. Harmon, citizens  
36 comments?  
37 LEON HARMON: Mr. Chairman, we have one  
38 person signed up, Mr. Stanley Gaines. I think he left.  
39 So no one else is signed up.  
40 TOMMY DUNN: Okay. Thank you.  
41 At this time remarks from council members. Mr.  
42 Davis?  
43 JIMMY DAVIS: I have nothing, sir.  
44 TOMMY DUNN: Thank you, Mr. Davis. Mr.  
45 Sanders?  
46 BRETT SANDERS: None at this time, sir.  
47 TOMMY DUNN: Thank you. Ms. Floyd?  
48 GRACIE FLOYD: I have nothing.  
49 TOMMY DUNN: Thank you, Ms. Floyd. Mr.  
50 Wooten?



10

## **Ordinance 2019-030**

**AN ORDINANCE AMENDING ORDINANCE #99-004, THE ANDERSON COUNTY ZONING ORDINANCE, AS ADOPTED JULY 20, 1999, BY AMENDING CERTAIN SECTIONS OF THE ZONING ORDINANCE TEXT, SPECIFICALLY CHAPTER 70, ARTICLE 4, CHAPTER 70, ARTICLE 9, SECTIONS 5.2 AND 5.3, AND CHAPTER 70, ARTICLE 10, SECTION 2 TO RECONSTITUTE THE ZONING ADVISORY GROUPS; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "County Council") has previously adopted Anderson County Ordinance #99-004, the Anderson Zoning Ordinance (the "Ordinance"), which has been amended from time to time;

**WHEREAS**, Anderson County Ordinance No. 99-004 contains provisions providing for amendment of the Ordinance;

**WHEREAS**, Anderson County Council desires to amend the Ordinance to reconstitute the Zoning Advisory Groups;

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

1. The Anderson County Council hereby finds that this proposed text amendment is in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Zoning Ordinance as previously adopted July 20, 1999, by Anderson County Ordinance #99- 004 as follows:

(a) That Chapter 70, Article 4 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended such that the definition "Zoning Advisory Groups" reads as follows:

Zoning Advisory Groups means at the time of initial zoning of a voting precinct, the council member(s) whose district(s) include that precinct may recommend appointment of a zoning advisory group to offer advice on zoning-related matters in that precinct. The group shall be composed of three residents from the zoned precinct, and shall operate for a period of no more than two years from the time of the zoning of the precinct. The Planning and Community Development Department shall provide the zoning advisory group with necessary information concerning rezoning, variance, and special exception requests in that precinct. The group shall communicate its recommendations on these matters to the

Planning and Community Development Department in a timely fashion. The Planning and Community Development Department shall make these recommendations known to the Planning Commission, Board of Zoning Appeals, and the County Council.

- (b) That Chapter 70, Article 9, Section 5.2 of the Code of Ordinances, Anderson County, South Carolina so that the second paragraph of this sections is hereby amended as follows:

Before action is taken on a request for a variance, the board shall hold one or more public hearings at which any party may appear in person, by agent, or by attorney. The Planning and Community Development Department will also refer the request to the appropriate Zoning Advisory Group for review. The Zoning Advisory Group shall provide a recommendation to the Planning and Community Development Department, which shall forward this recommendation to the Board of Zoning Appeals.

- (c) That Chapter 70, Article 9, Section 5.3 of the Code of Ordinances, Anderson County, South Carolina is hereby amended such that item “C” of this section reads as follows:

C. The request has been referred to the appropriate Zoning Advisory Group for review. The Zoning Advisory Group shall provide a recommendation to the Planning and Community Development Department, which shall forward this recommendation to the Board of Zoning Appeals.

- (d) That Chapter 70, Article 10, Section 2 of the Code of Ordinances, Anderson County, South Carolina is hereby amended as follows:

The Planning and Community Development Department shall, upon receipt of a request for an amendment to the zoning ordinance or map, schedule a public hearing for review and preparation of written recommendations to the Anderson County Planning Commission concerning the request. The Planning and Community Development Department will also refer the request to the appropriate Zoning Advisory Group for review. The Zoning Advisory Group will provide a recommendation to the Planning and Community Development Department, which shall forward this recommendation to the Planning Commission and the County Council.

The Planning Commission shall have 30 days within which to submit its report and recommendation to County Council. If the Planning Commission fails to submit a report within the prescribed time period, it is deemed to have approved the change or departure from the ordinance or map. The Planning and Community

Development Department, and Planning Commission shall ensure that the most expeditious treatment possible is afforded applications for rezoning when such applications are received within 60 days of the final enactment of a county ordinance imposing zoning on the affected area for the first time.

3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.

4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked and rescinded.

5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

Ordained in meeting duly assembled this 20<sup>th</sup> day of August, 2019.

**ATTEST:**

---

Rusty Burns  
Anderson County Administrator

**FOR ANDERSON COUNTY:**

---

Tommy Dunn, Chairman  
Anderson County Council

---

Lacey Croegaert  
Anderson County Clerk to Council

**APPROVED AS TO FORM:**

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Leon Harmon, Esq.  
Anderson County Attorney

1 <sup>st</sup> Reading:	July 16, 2019
2 <sup>nd</sup> Reading:	August 6, 2019
3 <sup>rd</sup> Reading:	August 20, 2019
Public Hearing:	August 20, 2019



## **ORDINANCE NO. 2019-031**

**AN ORDINANCE TO AMEND SECTION 59-23, TITLED SPEED AND TRAFFIC VOLUME, OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA SO AS TO CHANGE THE STANDARD FOR DETERMINATION THAT A SPEEDING PROBLEM EXISTS; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Anderson County Council has the authority and duty to provide for the general health, safety, and welfare of the Citizens of Anderson County and to exercise its police powers therefor;

**WHEREAS**, Chapter 59 of the Code of Ordinances, Anderson County, South Carolina, addresses speed humps;

**WHEREAS**, Chapter 59-23 of the Code of Ordinances, Anderson County, South Carolina presently addresses the existence of a speeding problem based upon the standard of an 85<sup>th</sup> percentile speed of at least 10 miles over the posted speed limit of 25 miles per hour or less; and

**WHEREAS**, the Anderson County Council desires to change that standard to a 95<sup>th</sup> percentile speed of at least ten miles per hour over the posted speed limit of 25 miles per hour or less to more effectively address speeding on certain County Roads within Anderson County.

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

1. Section 59-23 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

**Sec. 59-23. Speed and Traffic Volume.**

A current traffic study on a road proposed for speed humps must find that a speeding problem exists, based upon the standard of a 95<sup>th</sup> percentile speed of at least ten miles per hour over the posted speed limit of 25 miles per hour or less. Moreover, the average daily traffic on the road in question must be less than 4,000 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 20th day of August, 2019.

**ATTEST:**

**FOR ANDERSON COUNTY:**

---

Rusty Burns  
Anderson County Administrator

---

Tommy Dunn, Chairman  
Anderson County Council

---

Lacey Croegaert  
Clerk to Council

---

Leon C. Harmon  
Anderson County Attorney

First Reading: July 16, 2019

Second Reading: August 6, 2019

Third Reading: August 20, 2019

Public Hearing: August 20, 2019

**Anderson County Planning Commission  
Staff Report  
July 2019**

Applicant: Richard Bennett  
Current Owner: Anderson Investors LLC  
Property Address: Cartee Road and I-85  
Precinct: Mount Tabor  
Council District: 4  
TMS #(s): p/o 45-00-01-008 (Eastern portion of parcel, 760ft x depth of parcel, changing at curve of in Cartee)  
Acreage: +/- 9.75 (entire parcel 25.37)  
Current Zoning: R-20 (Single-Family Residential)  
C-2 (Highway Commercial) beginning at curve in Cartee Road  
Requested Zoning: C-2 (Highway Commercial)  
Surrounding Zoning: North: R-20  
South: I-1 and R-20  
East: R-20  
West: C-2

Evaluation: This request is to rezone the portion of the parcel of property described above from R-20 (Single-Family Residential) to C-2 (Highway Commercial). The applicant's stated purpose is to add to the commercial property next door.

The purpose of the C-2 district is to provide for commercial uses on major thoroughfares which are oriented to customers traveling by automobile. Establishments in this district provide goods and services for the traveling public and for the convenience of local residents.

An expansion of wastewater lines to the Exit 14 location is currently being planned and could serve the proposal, once completed.

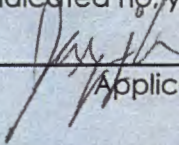
Commercial and residential uses are adjacent to the subject parcel. The Future Land Use Map in the County's Comprehensive Plan (2016) identifies the area as commercial and residential.

Are there any Private Covenants or Deed Restrictions on the Property?

Yes

No

If you indicated no, your signature is required.



Applicant's Signature

June 10, 2019

Date

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

Additional Information or Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**An accurate plat (survey) of the property must be submitted with this application.**

If pursuing a review district classification (PD, IZOD, PC), a preliminary development plan, statement of intent and letters from appropriate agencies or districts verifying available and adequate public facilities must be submitted with the application.

**Please refer to Chapter 70 of the Anderson County Code of Ordinances for further information regarding submission requirements.**

As the applicant, I hereby confirm that all required information and materials for this application are authentic and have been submitted to the Planning & Community Development office.

Anderson Investors LLC

Applicant's Signature

6/04/19

Date

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

**For Office Use Only:**

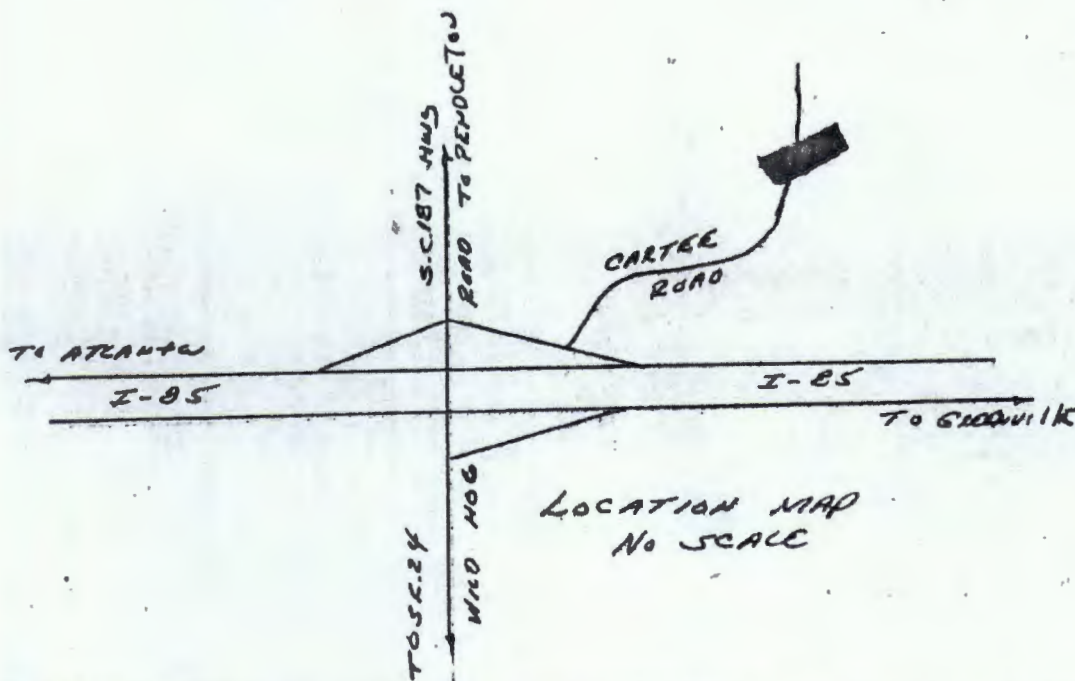
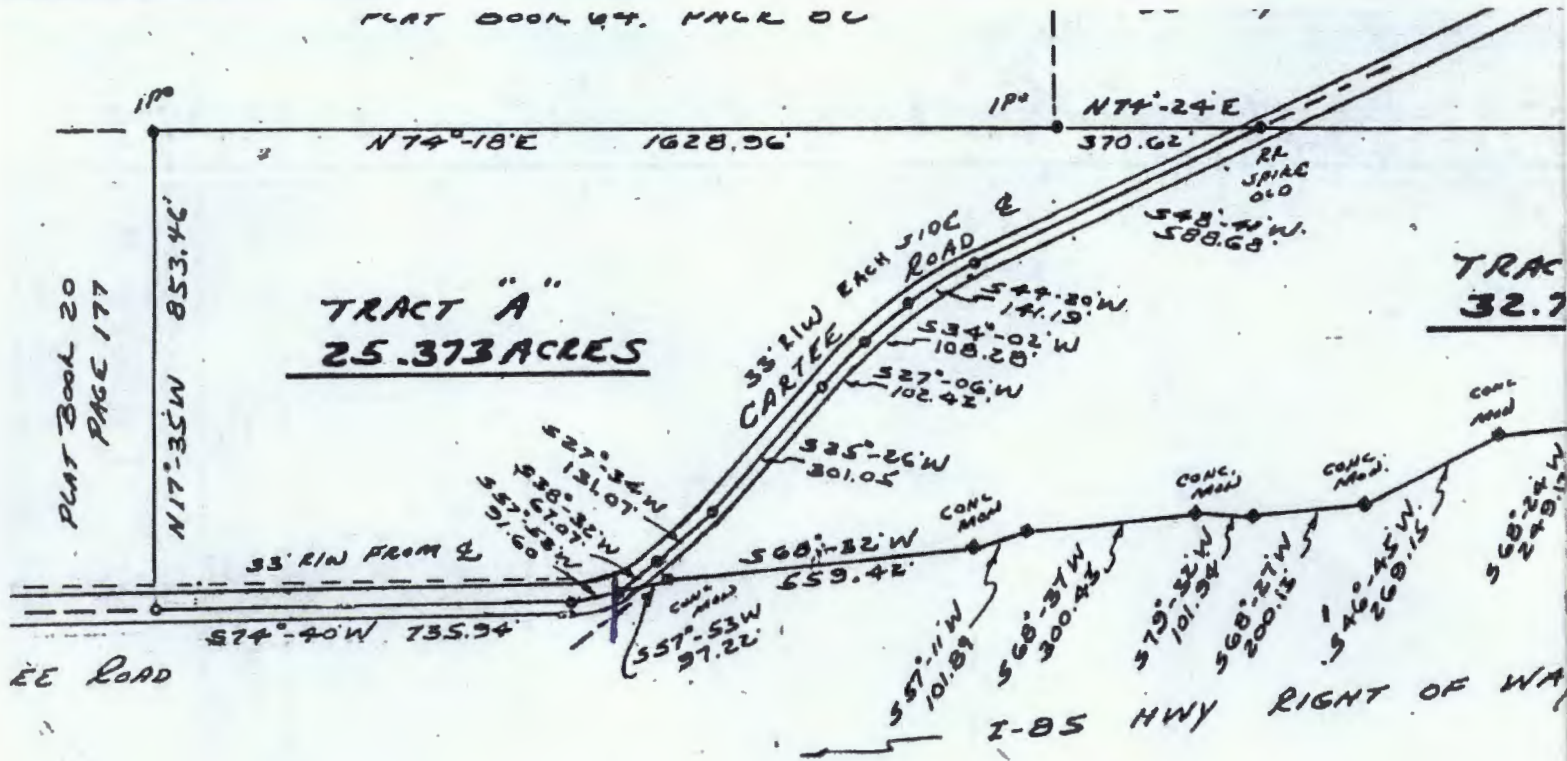
Application Received By: Cmyers

Complete Submission Date: 6-10-19

Commission Public Hearing: 7-9-19

Council Public Hearing: 8-6-19



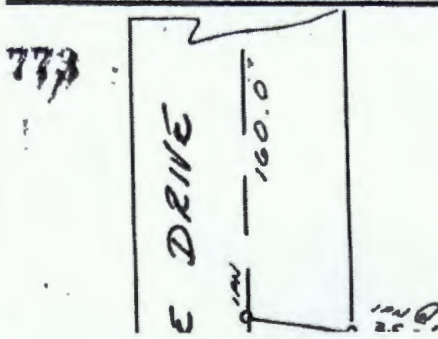


I HEREBY CERTIFY THAT  
RELATIVE ERROR OF THE  
DETERMINED BY D. M.  
PROJECTIONS EXCEPT  
IN A FLOOD HAZARD

STATE OF SOUTH CAROLINA  
COUNTY OF ANDERSON  
INDEX PLAT OF  
**RICHARD K. L.**  
REFERENCES: PLAT 34

SCALE: 1" = 300'

APPLEWHITE  
MAILING ADDRESS: 1304  
OFFICE ADDRESS: 240





C.F. GREEN

N 74° 21' E 1895.47'

T "B"  
80 ACRES

CONC. ROAD  
171° 41' W 1000.00'  
CONC. ROAD  
568° 26' W 200.00'  
CONC. ROAD  
557° 07' W 101.53'  
CONC. ROAD  
568° 33' W 251.09'

120°  
N 78° 49' W  
120°  
511° 27' W 342.62'  
200.00'  
286.61'  
N 78° 49' W  
511° 32' W 358.81'  
120°

MAC. NORTH  
FEB 16 11 14 AM '90

RECORDED THIS 12 DAY  
OF Feb A.D. 1990  
IN VOL. 117 PAGE 8-A  
AT 11:14 A.M.  
Linda J. DeWitt C.C.P.  
ANDERSON COUNTY, S.C.

IF THE MEASUREMENTS AS SHOWN ARE CORRECT; THAT THE  
IS SURVEY IS LESS THAN 1:5000; THAT THE AREA WAS  
D. METHOD; THAT THERE ARE NO ENCROACHMENTS OR  
AS SHOWN; AND, THAT THE PROPERTY IS NOT LOCATED  
AREA.

CURTIS M. APPLEWHITE  
S. C. REG. L. S. NO. 4194

LINA  
N TOWNSHIP OF PENDLETON  
CITY OF

2 TRACT OF LAND SURVEYED AT THE REQUEST OF  
ALLEN, JR & JAMES S. EAKES  
ROBINSON ENGINEERING SER. OCT. 27, 1972

1000' 1500' 2000'  
DATE: JAN 18, 1990

B APPLEWHITE SURVEYING ASSOCIATES  
ANDERSON STREET, BELTON, SOUTH CAROLINA 29827  
1/2 BELTON HIGHWAY, ANDERSON, SOUTH CAROLINA 29621  
PHONE: 803-226-4895

REDMONT PRINTMAKERS GREENVILLE

66.0'  
66.0'  
66.0'

C.D.A.  
J. B. BROWN





**Rezoning Request**  
**SC-187 & I-85**  
**C-2/R-20 to C-2**

0 250 500 1,000 Feet



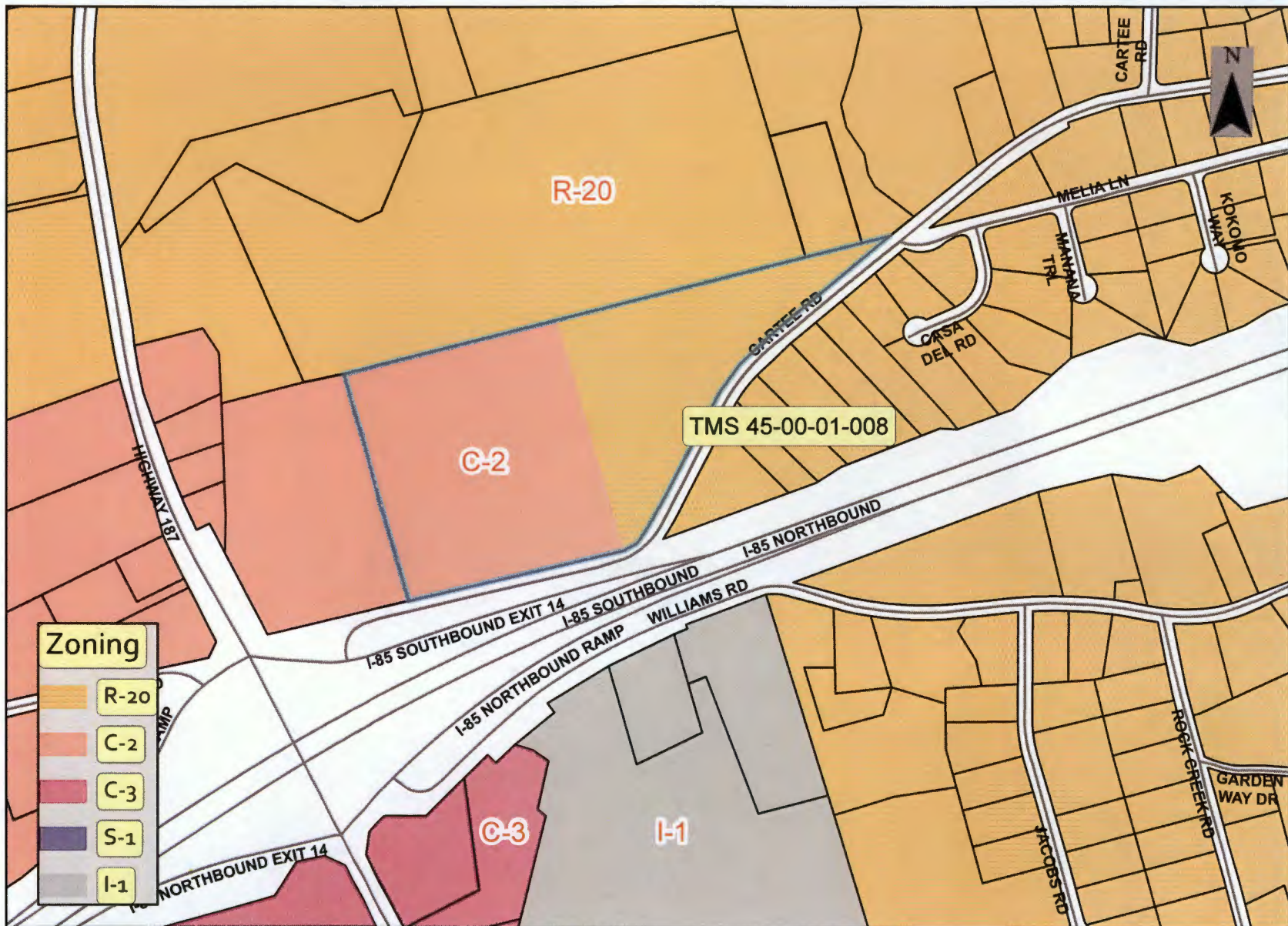


Aerial Photography

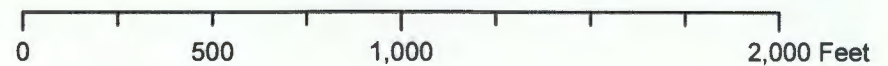
**Rezoning Request**  
**SC-187 & I-85**  
**C-2/R-20 to C-2**

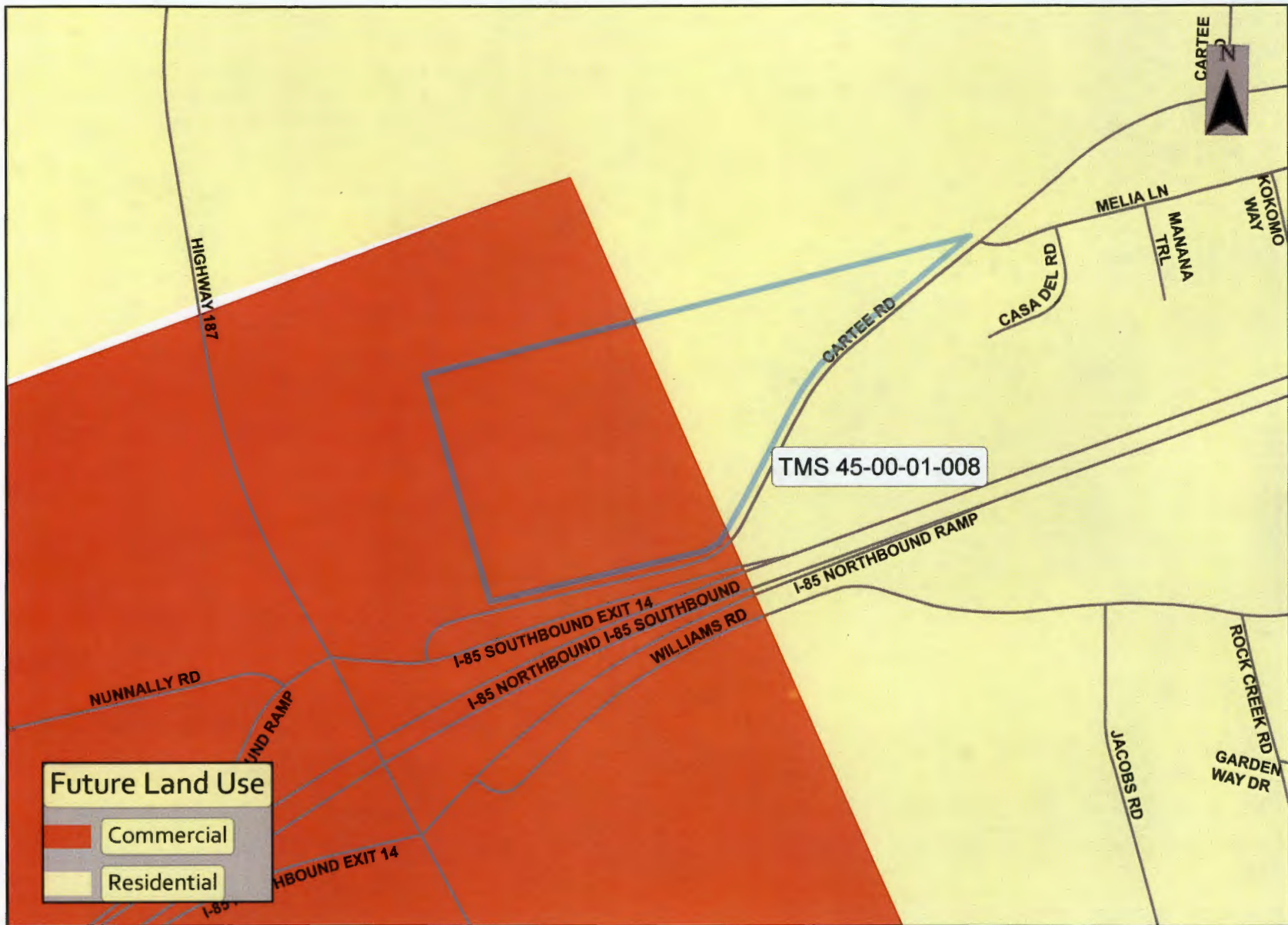
0 500 1,000 2,000 Feet





**Rezoning Request**  
**SC-187 & I-85**  
**C-2/R-20 to C-2**





# Rezoning Request

## SC-187 & I-85

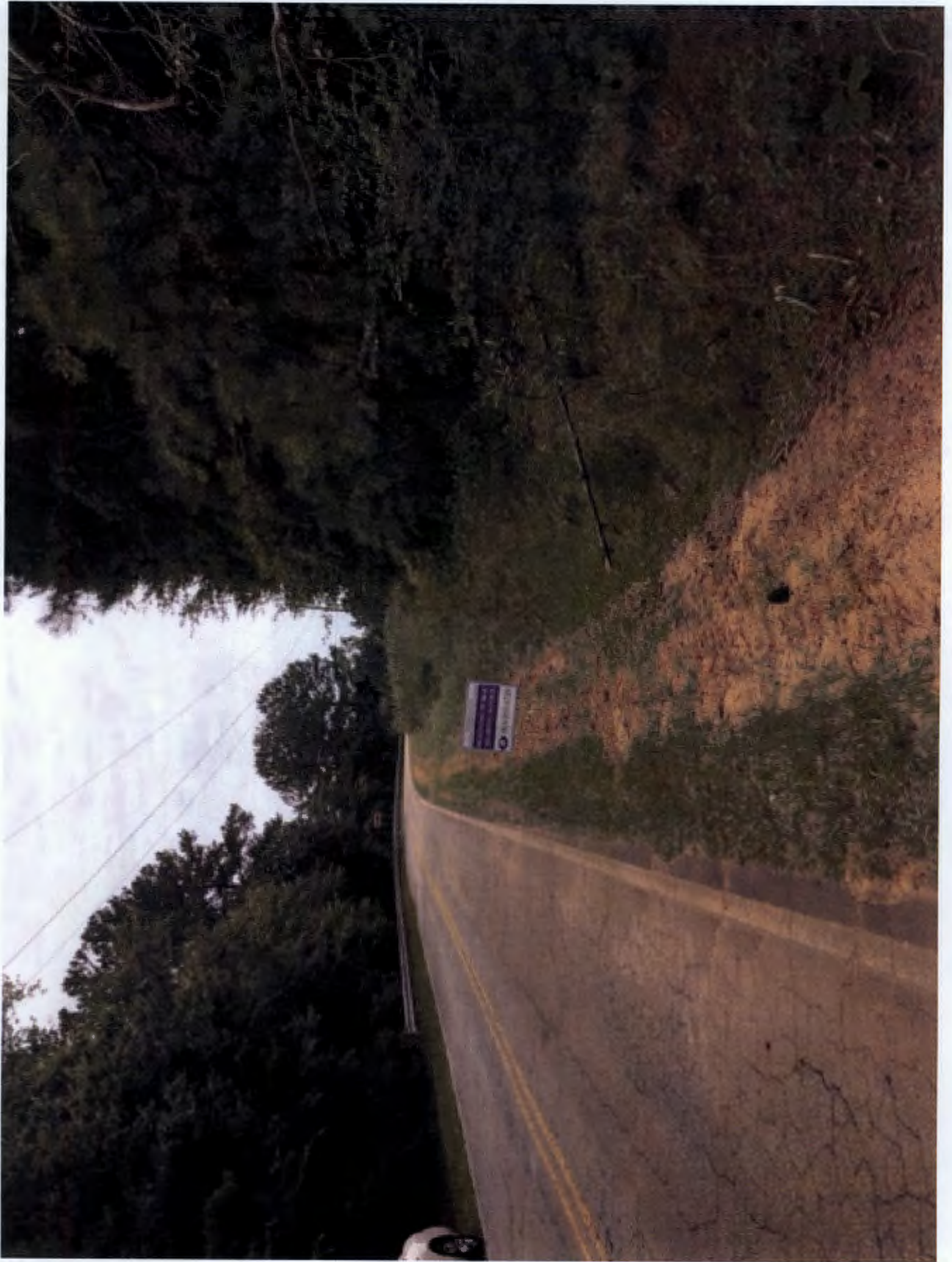
### C-2/R-20 to C-2

0 500 1,000 2,000 Feet









**ORDINANCE NO. 2019-035**

**AN ORDINANCE TO AMEND SECTION 2-633(A)(9) OF THE ANDERSON COUNTY, SOUTH CAROLINA CODE OF ORDINANCES SO AS TO INCREASE FROM \$1,000.00 TO \$5,000.00 THE SMALLEST AMOUNT FOR WHICH AN ANNUAL INVENTORY AND ACCOUNTING IS REQUIRED; AND MATTERS RELATED THERETO.**

**WHEREAS**, the Anderson County, South Carolina Code of Ordinances, Section 2-633 (a)(9) requires an annual inventory and accounting for all Anderson County capital assets with an initial acquisition value in excess of \$1,000.00; and

**WHEREAS**, the Government Finance Officers Association (“GFOA”) Best Practices recommends that a governmental entity should not establish a capitalization threshold of less than \$5,000.00 for any additional item; and

**WHEREAS**, the Anderson County Council desires to amend Section 2-633(a)(9) to be consistent with the aforementioned GFOA Best Practice.

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

1. Section 2-633(a)(9) of the Code of Ordinances, Anderson County, South Carolina is hereby amended to read as follows:

Section 2-633(a)

(9) Such procedures as may be necessary, in conjunction with the Anderson County Finance Office, for Anderson County divisions, departments, and offices, receiving public funds from Anderson County Council, to conduct no less than an annual inventory and accounting for all Anderson County capital assets with an initial acquisition value, based on the smallest separately identifiable component or item of such capital asset, in the amount of \$5,000.00; and

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 \_\_\_\_\_, 2019.

**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

1<sup>st</sup> Reading: August 6, 2019

2<sup>nd</sup> Reading:

3<sup>rd</sup> Reading:

Public Hearing:

STATE OF SOUTH CAROLINA

)

)

ORDINANCE NO. 2019-036

COUNTY OF ANDERSON

)

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

WHEREAS, Anderson County, South Carolina ("**County**"), acting by and through its County Council ("**County Council**") is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (collectively, the "**Infrastructure Credit Act**"), and Article VIII, Section 13 of the South Carolina Constitution (i) to provide special source revenue or infrastructure credits ("**Infrastructure Credit**") for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the project and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise, all to enhance the economic development of the County ("**Infrastructure**"); and (ii) to expand, in conjunction with one or more other counties, a joint county industrial or business park in order to facilitate the grant of such special source revenue credits; and

WHEREAS, [PROJECT MCPEND], a [STATE ENTITY], including its related and affiliated entities [formerly identified by the County as Project MCPend] ("**Company**"), is planning an investment consisting of the expenditure of approximately \$30,000,000 ("**Investment**") to acquire by construction, lease, and purchase certain land, buildings, furnishings, fixtures, and equipment for the purpose of establishing a commercial residential facility in the County (collectively, "**Project**"); and

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

WHEREAS, in accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a *situs* in the Park are exempt from all *ad valorem* taxation, however, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* property taxes or other fee-in-lieu-of-taxes that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park (each, a "**Fee Payment**"); and

WHEREAS, in connection with the Project, the Company has requested the County to enter into an incentives agreement, to the extent and subject to the conditions provided in that agreement, to establish the commitments of (i) the Company to make the Investment and (ii) the County to provide certain special



source revenue or infrastructure credits against certain Fee Payments made in connection with the Project; and

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

**NOW, THEREFORE, BE IT ORDAINED BY THE ANDERSON COUNTY COUNCIL DULY ASSEMBLED THAT:**

**Section 1. Findings.** The County hereby finds and affirms based on information provided by the Company: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

**Section 2. Authorization to Execute and Deliver Infrastructure Credit Agreement.** The County Council authorizes and directs the County Council Chairman to execute the Infrastructure Credit Agreement, with any minor modifications and revisions which shall not be materially adverse to the County and shall be deemed approved by the County Council upon the Chairman’s execution of the Infrastructure Credit Agreement, and the Clerk to County Council is authorized and directed to attest the same; and the Clerk to County Council is further authorized and directed to deliver the executed Infrastructure Credit Agreement to the Company.

**Section 3. Inclusion of Project in Park.** The County Council agrees to use its best efforts to ensure that the Project is incorporated into and remains in the Park for no less than the term of the Infrastructure Credit Agreement and hereby authorizes and directs the County Council Chairman and the County Administrator to execute an amendment to the Park Agreement, with any minor modifications and revisions which shall not be materially adverse to the County and shall be deemed approved by the County Council upon the Chairman’s and the County Administrator’s execution of the Park Agreement, and the Clerk to County Council is authorized and directed to attest the same; and the Clerk to County Council is further authorized and directed to deliver the executed Park Agreement to the Company.

**Section 4. Further Acts.** The County Council authorizes the County Council Chairman, the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an “*Authorized Individual*”), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

**Section 5. General Repealer.** All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

**Section 6. Severability.** Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

This Ordinance takes effect and is in full force only after the County Council has approved this Ordinance following three readings and a public hearing.

(SEAL)

**ATTEST:**

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Rusty Burns  
Anderson County Administrator

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Lacey A. Croegaert  
Anderson County Clerk to Council

**APPROVED AS TO FORM:**

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Leon C. Harmon  
Anderson County Attorney

First Reading: August 6, 2019  
Second Reading:  
Third Reading:  
Public Hearing:

**FOR ANDERSON COUNTY:**

---

Tommy Dunn, Chairman  
Anderson County Council

## **EXHIBIT A**

### **Infrastructure Credit Agreement**

---

**INFRASTRUCTURE CREDIT AGREEMENT**

**BY AND BETWEEN**

**[PROJECT MCPEND]**

**AND**

**ANDERSON COUNTY, SOUTH CAROLINA**

\_\_\_\_\_ **2019**

**PREPARED BY:  
PARKER POE ADAMS & BERNSTEIN LLP  
110 EAST COURT STREET, SUITE 200  
GREENVILLE, SOUTH CAROLINA 29601  
(864) 577-6370**

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## INFRASTRUCTURE CREDIT AGREEMENT

THIS INFRASTRUCTURE CREDIT AGREEMENT (“**Agreement**”) is made and entered into as of September 3, 2019, by and among Anderson County, South Carolina (“**County**”), a body politic and corporate and a political subdivision of the State of South Carolina (“**State**”), acting by and through the Anderson County Council (“**County Council**”) as the governing body of the County, [PROJECT MCPEND], a [STATE ENTITY], including any of its related or affiliated entities [formerly identified by the County as Project MCPEND] (“**Company**”), and any other party that may join as a Project Affiliate as that term is defined in this Agreement (hereinafter, the County, the Company, and any Project Affiliate are referred to collectively as “**Parties**,” and individually as a “**Party**”).

### WITNESSETH:

(a) The County, acting by and through its County Council is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (collectively, the “**Infrastructure Credit Act**”), and Article VIII, Section 13 of the South Carolina Constitution (i) to provide special source revenue credits for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the project and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise, all to enhance the economic development of the County; and (ii) to expand, in conjunction with one or more other counties, a joint county industrial or business park in order to facilitate the grant of such special source revenue credits;

(b) The Company is planning an investment consisting of the expenditure of \$30,000,000 (“**Investment**”) in connection with the acquisition by construction, lease, and purchase of certain land, buildings, furnishings, fixtures, and equipment, for the purpose of establishing a commercial residential facility in the County (collectively, “**Project**”);

(c) The Project, including the Project Site which is more particularly described in the attached **Exhibit A**, will be placed in a multi-county industrial park as previously formed by that certain Agreement for the Development of a Joint County Industrial and Business Park (2010 Park), as amended, between the County and Greenville County, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter into with respect to the Project to offer the benefits of the Infrastructure Credit to the Company hereunder (“**Park Agreement**”);

(d) The term Project Affiliate refers to an affiliate that joins with or is an affiliate of the Company who executes and delivers a Joinder Agreement in a form substantially similar to that attached hereto as **Exhibit B**; and whose investment with respect to the Project shall (i) be considered part of the Investment for purposes of this Agreement and (ii) be qualified to receive the benefits pursuant to this Agreement and the Infrastructure Credit Act; and

(e) In accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a *situs* in a Park, are exempt from all *ad valorem* taxation, however, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* property taxes or other fee-in-lieu-of-taxes that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park (each, a “**Fee Payment**”).

NOW, THEREFORE, IN CONSIDERATION of the respective representations and agreements contained in this Agreement, the Parties agree to the following.



## ARTICLE I REPRESENTATIONS

**Section 1.1. *Representations by the County.*** The County represents to the Company as follows:

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

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

(c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of an ordinance in accordance with the procedural requirements of the Infrastructure Credit Act and any other applicable state law;

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;

(e) The County has approved the inclusion of the Property in the Park by adoption of an ordinance; and

(f) Based on representations made by the Company, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

**Section 1.2. *Representations by the Company.*** The Company represents to the Local Governments as follows:

(a) The Company is in good standing under the laws of the State, has power to conduct business in the State and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;

(b) The Company will invest the Investment Commitment, as defined below, at the Project; and

(c) The Company’s execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

## ARTICLE II INFRASTRUCTURE CREDITS

**Section 2.1 *Investment Commitment; Termination.***

(a) The aggregate amount the Company shall invest in the Project shall equal or exceed \$30,000,000, as measured by original cost without regard to depreciation (“**Investment Commitment**”), before the end of the investment period, which shall begin on the first day of the first tax year in which the Company places investments into service and shall include each subsequent year through December 31, 2024 (“**Investment Period**”).

(b) In the event the Company fails to achieve an aggregate investment of \$25,000,000, then this Agreement shall terminate with regard to the Project and, on termination, the Company is no longer entitled to any further benefits under this Agreement for the Project.

## Section 2.2     *Infrastructure Credits.*

(a) Subject to the provisions herein, the County grants an annual infrastructure credit (“**Infrastructure Credit**”) to the Company and any Project Affiliate against each annual Fee Payment in an amount equal to the percentage (“**Applicable Percentage**”) shown in the table below multiplied by the otherwise due Fee Payment liability each year for a period of twenty (20) years (“**Credit Period**”). The Credit Period shall commence in the first property tax year for which any Fee Payment becomes due. The Parties anticipate that the first year of the Credit Period will be property tax year 2020 (*i.e.*, since the Fee Payment for investments made in 2019 will be invoiced to the Company in property tax year 2020 and payable on or before January 15, 2021) and that the last year of the Credit Period will be tax year 2039.

<u><b>Years</b></u>	<u><b>Applicable Percentage</b></u>
1-10	50%
11-20	40%

(b) The County shall deduct the Infrastructure Credits from the Company’s annual Fee Payment liability and reflect the deduction on the Company’s property tax bills with respect to the Project and the Company shall remit the Fee Payment net of the Infrastructure Credit (“**Net Fee Payment**”) to the County.

(c) Any Infrastructure Credit provided under this Agreement shall be used to reimburse the Company for eligible expenditures, as permitted by the Infrastructure Credit Act, which includes the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Company’s property, for improved or unimproved real estate or for personal property. The Infrastructure Credit benefits shall be first deemed to be applied to the eligible expenditures of the Company, with any remaining Infrastructure Credit benefit to be applied to the eligible expenditures of a Project Affiliate, if any, the allocation of which shall be determined in the sole discretion of the Company. In no event shall the aggregate amount of Infrastructure Credits received as of any point in time exceed the amount of the Company’s, and any Project Affiliate’s, aggregate investment in such eligible expenditures as of such time.

(d) To the extent that the Company is unable to apply the annual Infrastructure Credit to its fullest extent in any given year of the Credit Period, the Company may use any remaining amount of annual Infrastructure Credit in any of the succeeding years of the Credit Period. To the extent that the Company has any remaining, unused Infrastructure Credit upon the end of the Credit Period, the Company may request that the County extend the Credit Period so that the Company may apply such amount to future Fee Payments, the extension of which may be approved by the County Administrator, without further action by County Council. However, if there is sufficient Fee Payment in any given year during the Credit Period against which an annual Infrastructure Credit could be applied, then the annual Infrastructure Credit must be taken to the fullest extent against such Fee Payment in such year.

(e) In the event the Company achieves an aggregate investment of at least \$25,000,000 but less than the Investment Commitment, as measured by original cost without regard to depreciation, before the end of the Investment Period, the Applicable Percentage in Section 2.2(a) of this Agreement shall be replaced by the percentages shown in the table below.

<u><b>Years</b></u>	<u><b>Applicable Percentage</b></u>
1-5	50%
6-20	40%

**Section 2.3. Certification.** For each year during the Credit Period, the Company shall be responsible for completing an “**Investment Certification**” (in substantially the form attached as **Exhibit C**) on or before May 31 following each year of the Investment Period, beginning on May 31, 2020, in accordance with the instructions set forth therein. Exhibit C shall be part of this Agreement. Should the Company fail to submit the Investment Certification on May 31 following each year of the Investment Period, the County may choose to terminate this Agreement upon written notice of default to the Company by the County and the expiration of a 90-day cure period.

**Section 2.4. Project Shall Remain in the Park .** The County will use its best efforts to ensure that the Project will remain in the Park so long as the Company is located at the Project Site. If, for any reason, the Park Agreement is modified to exclude the Project or is otherwise terminated, then the County will use its best efforts to ensure that the Project shall be immediately placed into another multi-county park arrangement to which the County is party and that would enable the Company to receive the Infrastructure Credit benefits set forth in this Agreement. To the extent that no multi-county park arrangement exists to which the County is a party, then the County agrees to use its best efforts to make arrangements with the Company to offer a legally available alternative arrangement, upon mutually agreeable terms, that would deliver the same value of the benefits as the Infrastructure Credit benefits set forth in this Agreement for the remainder of the Credit Period, as extended, to the maximum extent permitted by law.

**Section 2.5. Addition of Project Affiliates.** Any Project Affiliate may join as a Party to this Agreement, without the approval of County Council, provided that it agrees to be bound by the terms of that Joinder Agreement attached as **Exhibit B**, a fully executed copy of which will be delivered to the County.

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

**Section 3.1. Events of Default.** The following are “Events of Default” under this Agreement:

(a) Failure by the Company to make a Net Fee Payment to the County, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(c) Failure by the Company to perform any obligation under this Agreement (other than those described in Sections 2.1 and 2.2 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made;

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

**Section 3.2. Remedies on Default.**

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement; or

(ii) terminate the Agreement.

**Section 3.3. Reimbursement of Legal Fees and Other Expenses.** On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 3.4. Remedies Not Exclusive.** No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

**Section 3.5. Nonwaiver.** A delay or omission by the Company or Local Governments to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

**ARTICLE IV  
MISCELLANEOUS**

**Section 4.1. Notices.** Any notice, election, demand, request or other communication to be provided under this Agreement shall be effective when delivered to the party named below or three business days after deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY:           Anderson County, South Carolina  
  Attn: County Administrator  
  PO Box 8002  
  Anderson, South Carolina 29622

WITH A COPY TO:  
(does not constitute notice):   Anderson County Attorney  
  PO Box 8002



Anderson, South Carolina 29622

AS TO THE COMPANY: [NAME]  
[ADDRESS]

WITH A COPY TO: Parker Poe Adams & Bernstein LLP  
(which shall not Attn: Madison Felder  
constitute notice) 110 East Court Street, Suite 200  
Greenville, South Carolina 29601

**Section 4.2. *Binding Effect.*** This Agreement is binding, in accordance with its terms, upon and inures to the benefit of the Company and its respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

**Section 4.3. *Counterparts; Electronic Signatures.*** This Agreement may be executed in any number of counterparts and each such executed counterpart shall be, and shall be deemed to be, an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate but one and the same instrument. This Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Agreement to be original signatures and may conclusively be relied upon by any Party to this Agreement.

**Section 4.4. *Governing Law.*** This Agreement and all documents executed in connection with this Agreement are construed in accordance with and governed by the laws of the South Carolina. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

**Section 4.5. *Amendments.*** The Parties may modify or amend this Agreement only in a writing signed by the Parties.

**Section 4.6. *Further Assurance.*** From time to time the County shall execute and deliver to the Company any additional instruments as the Company reasonably request to evidence or effectuate the purposes of this Agreement, subject to any approvals required to be obtained from County Council.

**Section 4.7. *Severability.*** If any provision of this Agreement is illegal, invalid or unenforceable for any reason, the remaining provisions remain unimpaired and any illegal, invalid or unenforceable provision are reformed to effectuate most closely the legal, valid and enforceable intent and to afford the Company with the maximum benefits to be derived under this Agreement and the Act, it being the intention of the County to offer the Company the strongest inducement possible to encourage investment on the Project.

**Section 4.8. *Assignment.*** This Agreement may be assigned in whole or in part. To the extent any further consent is required by the Act and requested, the County may grant such consent by adoption of a Resolution, which consent will not be unreasonably withheld.

**Section 4.9. *Limited Obligation.*** 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 OR ANY MUNICIPALITY 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 ANY MUNICIPALITY OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

**Section 4.10. *Force Majeure.*** The Company is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

**Section 4.11. *Administration Expenses.*** The Company agrees to pay the reasonable and necessary expenses incurred by the County with respect to this Agreement ("**Administration Expenses**"), including 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. The parties hereto agree the Administration Expenses shall not exceed \$5,000 in any event. The Company agrees to pay the Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's right to receive such payment, specifying the nature of such expense and requesting payment of same.

*Signature pages follow.*

**Section 4.12 Entire Agreement.** This Agreement expresses the entire understanding and all agreements of the Parties with each other, and no Party is bound by any agreement or any representation to another Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

**Section 4.13 Construction.** Each Party and its legal counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

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

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

**Section 4.16. Business Day.** If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk to County Council as of the day and year first above written.

**ANDERSON COUNTY, SOUTH CAROLINA**

(SEAL)

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

**ATTEST:**

\_\_\_\_\_  
Lacey Croegaert  
Anderson County Clerk to Council

*[Signature Page 1 to Infrastructure Credit Agreement]*

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in its name and on its behalf by its authorized officer as of the day and year first above written.

[PROJECT MCPEND]

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

Its: \_\_\_\_\_

*[Signature Page 2 to Infrastructure Credit Agreement]*



**EXHIBIT A**

Project Site

[INSERT LEGAL DESCRIPTION]

## JOINDER AGREEMENT

**1. Joinder to Infrastructure Credit Agreement.**

## 2. Capitalized Terms.

### 3. Governing Law.

**4. Notice.**

$$[ \quad ]$$

Date	Name of Entity
------	----------------

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

Its: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT C**

**INVESTMENT CERTIFICATION**

Reference is made to the Infrastructure Credit Agreement, dated as of [DATE], 2019 (“**Agreement**”), by and among Anderson County, South Carolina (“**County**”), [PROJECT MCPEND] (“**Company**”). Each capitalized term not defined in this Annual Certification and Claim Form (“**Certification**”) has the meaning contained in the Agreement.

I \_\_\_\_\_, the \_\_\_\_\_ of the Company, do hereby certify in connection with Section 1 and Section 2 of the Agreement, as follows:

(1) The total investment made by the Company in the Project during the calendar year ending December 31, 20\_\_ was \$\_\_\_\_\_.

(2) The cumulative total investment made by the Company in the Project from the period beginning \_\_\_\_\_, 20\_\_ (that is, the beginning date of the Investment Period) and ending December 31, 20\_\_, is \$\_\_\_\_\_.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

**IN WITNESS WHEREOF**, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_

Its: \_\_\_\_\_



**ORDINANCE NO. 2019-037**

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

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

**WHEREAS**, pursuant to Section 3(A) of the Agreement, the boundaries of the park created as a result of the Agreement (“Park”) may be enlarged pursuant to ordinances of the County Councils of Anderson County and Greenville County;

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

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

DONE in meeting duly assembled this \_\_\_\_ day of \_\_\_\_\_ 2019.

(SEAL)

**ATTEST:**

**FOR ANDERSON COUNTY:**

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

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

\_\_\_\_\_  
Lacey A. Croegaert  
Clerk to Council

**APPROVED AS TO FORM:**

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

First Reading: August 6, 2019  
Second Reading:  
Third Reading:  
Public Hearing:

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

Property Description

[INSERT LEGAL DESCRIPTION]

**SOUTH CAROLINA**

)

)

**ANDERSON COUNTY**

)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, 2019, 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: \_\_\_\_\_, 2019

**ORDINANCE NO. 2019-038**

**AN ORDINANCE TO AUTHORIZE ANDERSON COUNTY TO OBTAIN A LOAN FROM THE BROWNFIELDS REVOLVING LOAN FUND ADMINISTERED BY THE CATAWBA REGIONAL COUNCIL OF GOVERNMENTS FOR ENVIRONMENTAL CLEANUP AT THE TOXAWAY MILL SITE AND THE PELZER LOWER MILL SITE; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, this Ordinance supersedes Ordinance No. 2016-011, enacted on the 3<sup>rd</sup> day of May, 2016;

**WHEREAS**, the Catawba Regional Council of Governments administers the Brownfields Revolving Loan Fund (“BRLF”) on behalf of the South Carolina Department of Health and Environmental Control;

**WHEREAS**, subsequent to enactment of Ordinance No. 2016-011, Anderson County obtained two loans from the BRLF, one in the amount of \$200,000.00 for the Toxaway Mill Site and one in the amount of \$250,000.00 for the Pelzer Lower Mill Site, both of which are inadequate for the clean-up of these sites. Funds were never drawn through these loans and new loans are now required through the BRLF.

**WHEREAS**, the Brownfields Revolving Loan Fund is available to finance environmental cleanup and removal activities at brownfield sites within South Carolina at below market interest rates and forgiveness of up to thirty percent (30%) of the amount of the loan made to governmental borrowers;

**WHEREAS**, there is a need for environmental cleanup at the Toxaway Mill Site and the Pelzer Lower Mill Site within Anderson County, and

**WHEREAS**, Anderson County desires to participate in and obtain funds from the Brownfields Revolving Loan Fund for cleanup activities at the Toxaway Mill Site and the Pelzer Lower Mill Site.

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



1. The Anderson County Council authorizes Anderson County to participate in the Brownfields Revolving Loan Fund and further authorizes the Anderson County Administrator to make application for a loan from the Brownfields Revolving Loan Fund in the total amount of \$942,000.00 to be allocated for environmental cleanup at the Toxaway Mill Site in the amount of \$650,000.00 and the Pelzer Lower Mill Site in the amount of \$292,000.00 and to secure the loan with a pledge of a certificate of deposit or a first mortgage of real property on terms and conditions satisfactory to the Lender equal to the amount of \$700,000.00. The Anderson County Administrator is hereby authorized to execute all documents related to obtaining the loan from the Brownfields Revolving Loan Fund.
2. Should any part of provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
3. 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.

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

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2019

**ATTEST:**

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

\_\_\_\_\_  
Lacey Croegaert  
Anderson County Clerk to Council

**APPROVED AS TO FORM:**

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

First Reading: August 6, 2019  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_

**FOR ANDERSON COUNTY**

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

**ORDINANCE NO. 2019-039**

**AN ORDINANCE AUTHORIZING THE SALE OF ALL REAL PROPERTY OWNED BY ANDERSON COUNTY, SOUTH CAROLINA, ACQUIRED BY DEED FROM ONE WORLD TECHNOLOGIES, INC., AND ALSO KNOWN AS THE PICKENS TTI SITE TO EMPIRE PROPERTIES, LLC; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Anderson County acquired the Pickens TTI site located in Pickens County, South Carolina by deed from One World Technologies, Inc. as part of an economic development project known as Project NASA;

**WHEREAS**, the Pickens TTI site was formerly a manufacturing facility owned by One World Technologies, Inc;

**WHEREAS**, TTI has proceeded to consolidate its operation in a campus site near Exit 27 on Interstate I-85;

**WHEREAS**, the County requested proposals to purchase the property;

**WHEREAS**, Empire Properties, LLC submitted the successful proposal to purchase the Pickens TTI site; and

**WHEREAS**, Anderson County desires to sell the Pickens TTI Site to Empire Properties, LLC.

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

1. The Anderson County Council hereby approves the sale of real property identified as the Pickens TTI site and more accurately described in Exhibit A, attached hereto and made a part hereof. The Chairman of County Council and the County Administrator are hereby authorized, empowered, and directed to execute, acknowledge, and deliver all documents in the name and behalf of the County to carry out the transaction contemplated by this Ordinance,

including without limitation deed(s), affidavits(s), settlement statement(s), and other such documents necessary and appropriate for the sale of the Pickens TTI site real property.

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 \_\_\_\_\_, 2019.



**ATTEST:**

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Rusty Burns  
Anderson County Administrator

---

Lacey A. Croegaert  
Anderson County Clerk to Council

**APPROVED AS TO FORM:**

---

Leon C. Harmon  
Anderson County Attorney

1<sup>st</sup> Reading: August 6, 2019

2<sup>nd</sup> Reading:

3<sup>rd</sup> Reading:

Public Hearing:

**FOR ANDERSON COUNTY:**

---

Tommy Dunn, Chairman  
Anderson County Council

EXHIBIT A  
LEGAL DESCRIPTION

All of that certain piece, parcel, or tract of land situate, lying and being in the County of Pickens, State of South Carolina, containing 110.18 acres, more or less, as shown on plat by Freeland-Clinkscales and Associates, Inc., dated July 12, 1988, of record in the Office of the Clerk of Court for Pickens County, South Carolina, in Plat Book 35 at Page 167, reference to which is hereby invited for a more complex description as to metes and bounds, courses, and distances.

The above property was conveyed to ONE WORLD TECHNOLOGIES, INC., a Delaware corporation, by deed of Ryobi Motor Products Corp., a Delaware corporation, dated July 27, 2000, and recorded in the Office of the Pickens County Register of Deed in Book D0559 at Page 86 on August 3, 2000.

TMS# 4181-12-97-9113

**LESS AND EXCEPT:**

All that certain tract of land identified as "Tract "B" on the survey entitled Survey for Ryobi Motor Products Corp. "Pickens Plant" dated April 7, 2000, as recorded in the Office of the Pickens County Register of Deeds in Plat 392 at Page 9-12 (the "Survey") with all improvements thereon, said tract comprising approximately 14.87 acres and having metes and bounds commencing at an iron pin on the southeast corner of the property identified on the Survey as being owned by Billy W. Jones, then 51.74 feet N 05-25-21 E to an iron pin (1/2" rod) along the eastern boundary of said property of Billy W. Jones, then 40.62 feet S 11-47-40 E along the southwestern boundary of a property identified on the Survey as being owned by Thrift Brothers Inc., then 350.49 feet N 75-34-44 E to an iron pin at the southeast corner of said property of the Thrift Brothers, Inc. then 26.83 feet S 04-37-19 W to a PK nail in the middle of an asphalt roadway, then 306.45 feet along the middle of said roadway N 75-16-44 E to a PK nail, then 216.03 feet along the middle of said roadway N 85-35-57 E to a PK nail, then 197.57 feet along the middle of said roadway S 86-42-25 E to a PK nail, then 170.00 feet along the middle of said roadway S 88-51-47 E to a PK nail, then 756.08 feet S 21-47-45 W to an iron pin [one inch crimp pipe], then 96.12 feet S 21-47-45 W to a point, then 24.33 feet N 81-55-04 W to a point, then 268.26 feet N 65-33-34 W to a point, then 616.54 feet N 74-49-01 W to a point along the western boundary of property identified on the Survey as being owned by Leona W. Crowther, et al., then 10.34 feet N 07-23-56 W to an iron pin [1" crimp top pipe], then 353.82 feet to an iron pin [1/2" rod], then 21.96 feet N 89-13-25 W to the starting point.

**LESS AND EXCEPT:**

All that certain piece, parcel or tract of land located in the County of Pickens, State of South Carolina, containing 0.10 acre, more or less as depicted on Exhibit A, attached to that certain Title to Real Estate from One World Technologies, Inc. to

South Carolina Department of Transportation, Columbia, South Carolina, dated March 5, 2012, and recorded in the Office of the Pickens County Register of Deeds in Book 1454 at Page 193 on May 16, 2012.

**ORDINANCE NO. 2019-040**

WHEREAS, in connection with the Project, the Company has requested the County to enter into an incentives agreement, to the extent and subject to the conditions provided in that agreement, to establish the commitments of (i) the Company to make the Investment and (ii) the County to provide certain special

source revenue or infrastructure credits against certain Fee Payments made in connection with the Project; and

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

WHEREAS, [SPONSOR AFFILIATE] intends to participate in the Investment in the Project at the Project Site and desires to be approved as a [Sponsor Affiliate] to the Infrastructure Credit Agreement as further defined in the Infrastructure Credit Agreement; and

WHEREAS, the County understands that the Coordinating Council for Economic Development (the “Coordinating Council”) plans to provide a monetary grant (a “State Grant”), for the benefit of the Project in the County, the funds of which will be received and administered by the County, or its affiliates, as grantee, for the benefit of the Project; and

WHEREAS, the County consents (i) to enter into any necessary agreements with the Coordinating Council and the Company, including but not limited to any performance agreement in connection therewith (“State Grant Agreement”); and (ii) to accept, receive and administer the State Grant for the benefit of the Project in the County; and

WHEREAS, the parties recognize and acknowledge that the Company would not otherwise undertake the Project in the County but for the delivery of the Incentives as set forth herein.

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

**Section 1. Findings.** The County hereby finds and affirms based on information provided by the Company: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

**Section 2. Authorization to Execute and Deliver Infrastructure Credit Agreement.** The County Council authorizes and directs the County Council Chairman to execute the Infrastructure Credit Agreement, with any minor modifications and revisions which shall not be materially adverse to the County and shall be deemed approved by the County Council upon the Chairman’s execution of the Infrastructure Credit Agreement, and the Clerk to County Council is authorized and directed to attest the same; and the Clerk to County Council is further authorized and directed to deliver the executed Infrastructure Credit Agreement to the Company.

**Section 3. Inclusion and Maintenance of Project in Park.** The County Council agrees to use its best efforts to ensure that the Project is incorporated into and remains in the Park for no less than the term of the Infrastructure Credit Agreement and hereby authorizes and directs the County Council Chairman to execute an amendment to the Park Agreement, with any minor modifications and revisions which shall not be materially adverse to the County and shall be deemed approved by the County Council upon the Chairman’s execution of the Park Agreement, and the Clerk to County Council is authorized and directed to attest the same; and the Clerk to County Council is further authorized and directed to deliver the executed Park Agreement to the Company.



**Section 4. *Grant Administration.*** The County shall administer the State Grant, as applicable, and within a reasonable time after receipt by the County and confirmation of the Company's compliance with the terms and conditions of the State Grant, as applicable, shall provide the proceeds of the State Grant, as applicable, for the benefit of the Project. The Chair of County Council is authorized and empowered, in the name of and behalf of the County, to enter any performance agreement with the Coordinating Council and the Company as may be necessary and advisable by the County Attorney.

**Section 5. *Further Acts.*** The County Council authorizes the Chair of County Council, the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

**Section 6. *General Repealer.*** All ordinances, resolutions, and their parts in conflict with this Ordinance are, to the extent of that conflict repealed.

**Section 7. *Severability.*** Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

This Ordinance takes effect and is in full force only after the County Council has approved this Ordinance following three readings and a public hearing.

Done in meeting duly assembled this \_\_ day of \_\_\_\_\_, 2019.

**ANDERSON COUNTY, SOUTH CAROLINA**

ATTEST:

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

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

\_\_\_\_\_  
Lacey A. Croegaert  
Anderson County Clerk to Council

APPROVED AS TO FORM:

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

READINGS:

First reading:

Second reading:

Third reading:

Public hearing:

**EXHIBIT A**

**Property Description**

[INSERT LEGAL DESCRIPTION]

**EXHIBIT B**

**Infrastructure Credit Agreement**

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**INFRASTRUCTURE CREDIT AGREEMENT**

**BY AND BETWEEN**

**[PROJECT SWAN]**

**AND**

**ANDERSON COUNTY, SOUTH CAROLINA**

\_\_\_\_\_, 2019

**PREPARED BY:  
PARKER POE ADAMS & BERNSTEIN LLP  
110 EAST COURT STREET, SUITE 200  
GREENVILLE, SOUTH CAROLINA 29601  
(864) 577-6370**

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## INFRASTRUCTURE CREDIT AGREEMENT

THIS INFRASTRUCTURE CREDIT AGREEMENT (“**Agreement**”) is made and entered into as of September 17, 2019, by and among Anderson County, South Carolina (“**County**”), a body politic and corporate and a political subdivision of the State of South Carolina (“**State**”), acting by and through the Anderson County Council (“**County Council**”) as the governing body of the County, [PROJECT SWAN], a [STATE ENTITY] [formerly identified by the County as Project Swan] (“**Investor**”), [AFFILIATE], a [STATE ENTITY] (a **Project Affiliate** as that term is defined in this Agreement and, together with Investor, the “**Company**”), and any other party that may join as a Project Affiliate as that term is defined in this Agreement (hereinafter, the County, the Company, and any Project Affiliate are referred to collectively as “**Parties**,” and individually as a “**Party**”).

### WITNESSETH:

(a) The County, acting by and through its County Council is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (collectively, the “**Infrastructure Credit Act**”), and Article VIII, Section 13 of the South Carolina Constitution (i) to provide special source revenue credits for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the project and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise, all to enhance the economic development of the County; and (ii) to expand, in conjunction with one or more other counties, a joint county industrial or business park in order to facilitate the grant of such special source revenue credits;

(b) The Company is planning an investment consisting of the expenditure of \$4,195,000 (including \$1,350,000 of real property acquisition, \$645,000 of leasehold improvements, \$1,500,000 of new machinery and equipment, and \$700,000 of used machinery and equipment being transferred to the County) and the creation of approximately 115 new, full-time jobs in connection with the acquisition by construction, lease, transfer, and purchase of certain land, buildings, furnishings, fixtures, and equipment, for the purpose of establishing a manufacturing facility in the County (collectively, “**Project**”);

(c) The Project, including the real property which is more particularly described in the attached **Exhibit A** (“**Project Site**”), will be placed in a multi-county industrial park as previously formed by that certain Agreement for the Development of a Joint County Industrial and Business Park (2010 Park), as amended, between the County and Greenville County, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter into with respect to the Project to offer the benefits of the Infrastructure Credit to the Company hereunder (“**Park Agreement**”);

(d) The term Project Affiliate refers to an affiliate that joins with or is an affiliate of the Company who executes and delivers a Joinder Agreement in a form substantially similar to that attached hereto as **Exhibit B**; and whose investment with respect to the Project shall (i) be considered towards satisfaction of the Investment Commitment, as defined below, for purposes of this Agreement and (ii) be qualified to receive the benefits pursuant to this Agreement and the Infrastructure Credit Act; and

(e) In accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a *situs* in a Park, are exempt from all *ad valorem* taxation, however, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* property taxes or other fee-in-lieu-of-taxes that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park (each, a “**Fee Payment**”).



NOW, THEREFORE, IN CONSIDERATION of the respective representations and agreements contained in this Agreement, the Parties agree to the following.

## **ARTICLE I REPRESENTATIONS**

**Section 1.1. *Representations by the County.*** The County represents to the Company as follows:

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

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

(c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of an ordinance in accordance with the procedural requirements of the Infrastructure Credit Act and any other applicable state law;

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;

(e) The County has approved the inclusion of the Property in the Park by adoption of an ordinance; and

(f) Based on representations made by the Company, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

**Section 1.2. *Representations by the Company.*** The Company represents to the Local Governments as follows:

(a) The Company is in good standing under the laws of the State, has power to conduct business in the State and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;

(b) The Company will invest the Investment Commitment, as defined below, at the Project; and

(c) The Company’s execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

## **ARTICLE II INFRASTRUCTURE CREDITS**

**Section 2.1 *Investment Commitment; Jobs Commitment.***

(a) The aggregate amount the Company shall invest in the Project shall equal or exceed \$4,195,000, as measured by original cost without regard to depreciation (“**Investment Commitment**”), before the end of the investment period, which shall begin on the first day of the first tax year in which the Company places investments into service and shall include each subsequent year through December 31, 2024 (“**Investment Period**”).

(b) The Company shall create at least one hundred and fifteen (115) new, full-time jobs at the Project before the end of the Investment Period.

## **Section 2.2     *Infrastructure Credits.***

(a) Subject to the provisions in this Section 2.2, the County grants an annual infrastructure credit (“**Infrastructure Credit**”) to the Company and any Project Affiliate against each annual Fee Payment in an amount equal to the percentage (“**Applicable Percentage**”) shown in the table below multiplied by the otherwise due Fee Payment liability each year for a period of twenty (20) years (“**Credit Period**”). The Credit Period shall commence in the first property tax year for which any Fee Payment becomes due. The Parties anticipate that the first year of the Credit Period will be property tax year 2020 (*i.e.*, since the Fee Payment for investments made in 2019 will be invoiced to the Company in property tax year 2020 and payable on or before January 15, 2021) and that the last year of the Credit Period will be tax year 2039.

<u><b>Years</b></u>	<u><b>Applicable Percentage</b></u>
1-5	60%
6-10	50%
11-20	40%

(b) The County shall deduct the Infrastructure Credits from the Company’s annual Fee Payment liability and reflect the deduction on the Company’s property tax bills with respect to the Project and the Company shall remit the Fee Payment net of the Infrastructure Credit (“**Net Fee Payment**”) to the County.

(c) Any Infrastructure Credit provided under this Agreement shall be used to reimburse the Company for eligible expenditures, as permitted by the Infrastructure Credit Act, which includes the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Company’s property, for improved or unimproved real estate or for personal property. The Infrastructure Credit benefits shall be first deemed to be applied to the eligible expenditures of the Company, with any remaining Infrastructure Credit benefit to be applied to the eligible expenditures of a Project Affiliate, if any, the allocation of which shall be determined in the sole discretion of the Company. In no event shall the aggregate amount of Infrastructure Credits received as of any point in time exceed the amount of the Company’s, and any Project Affiliate’s, aggregate investment in such eligible expenditures as of such time.

(d) To the extent that the Company is unable to apply the annual Infrastructure Credit to its fullest extent in any given year of the Credit Period, the Company may use any remaining amount of annual Infrastructure Credit in any of the succeeding years of the Credit Period. To the extent that the Company has any remaining, unused Infrastructure Credit upon the end of the Credit Period, the Company may request that the County extend the Credit Period so that the Company may apply such amount to future Fee Payments, the extension of which may be approved by the County Administrator, without further action by County Council. However, if there is sufficient Fee Payment in any given year during the Credit Period against which an annual Infrastructure Credit could be applied, then the annual Infrastructure Credit must be taken to the fullest extent against such Fee Payment in such year.

(e) Subject to the provisions in this Section 2.2, in the event the Company fails to, by the end of the third year after the first year in which property is placed in service for the Project, which date the Parties expect to be December 31, 2022, achieve either (i) an aggregate investment in the County of at least \$3,000,000, as measured by original cost without regard to depreciation for new machinery and equipment, or (ii) aggregate job creation in the County of at least eighty new, full-time jobs, the Applicable Percentage otherwise required by this Agreement shall be reduced to forty percent (40%) for the fourth year of the Credit Period and shall remain forty percent (40%) for each of the remaining years of the Credit Period.

(f) In the event the reduction provided by Section 2.2(e) of this Agreement is triggered and the Company subsequently achieves, by the end of the Investment Period, both (i) an aggregate investment in the County of at least \$4,195,000, as measured by original cost without regard to depreciation for new machinery and equipment, and (ii) aggregate job creation in the County of at least one hundred and fifteen new, full-time jobs, the Applicable Percentage otherwise required by this Agreement shall be restored to fifty percent (50%) for the years 6-10 of the Credit Period and shall remain forty percent (40%) for years 11-20 of the Credit Period.

**Section 2.3. Certification.** For each year during the Credit Period, the Company shall be responsible for completing an “**Investment Certification**” (in substantially the form attached as **Exhibit C**) on or before May 31 following each year of the Investment Period, beginning on May 31, 2020, in accordance with the instructions set forth therein. Exhibit C shall be part of this Agreement. Should the Company fail to submit the Investment Certification on May 31 following each year of the Investment Period, the County may choose to terminate this Agreement upon written notice of default to the Company by the County and the expiration of a 90-day cure period.

**Section 2.4. Project Shall Remain in the Park .** The County will use its best efforts to ensure that the Project will remain in the Park so long as the Company is located at the Project Site. If, for any reason, the Park Agreement is modified to exclude the Project or is otherwise terminated, then the County will use its best efforts to ensure that the Project shall be immediately placed into another multi-county park arrangement to which the County is party and that would enable the Company to receive the Infrastructure Credit benefits set forth in this Agreement. To the extent that no multi-county park arrangement exists to which the County is a party, then the County agrees to use its best efforts to make arrangements with the Company to offer a legally available alternative arrangement, upon mutually agreeable terms, that would deliver the same value of the benefits as the Infrastructure Credit benefits set forth in this Agreement for the remainder of the Credit Period, as extended, to the maximum extent permitted by law.

**Section 2.5. Addition of Project Affiliates.** Any Project Affiliate may join as a Party to this Agreement, without the approval of County Council, provided that it agrees to be bound by the terms of that Joinder Agreement attached as **Exhibit B**, a fully executed copy of which will be delivered to the County.

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

**Section 3.1. Events of Default.** The following are “Events of Default” under this Agreement:

(a) Failure by the Company to make a Net Fee Payment to the County, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(c) Failure by the Company to perform any obligation under this Agreement (other than those described in Sections 2.1 and 2.2 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(d) A representation or warranty made by the County which is deemed materially incorrect when

deemed made;

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

**Section 3.2. Remedies on Default.**

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement; or

(ii) terminate the Agreement.

**Section 3.3. Reimbursement of Legal Fees and Other Expenses.** On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 3.4. Remedies Not Exclusive.** No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

**Section 3.5. Nonwaiver.** A delay or omission by the Company or Local Governments to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

**ARTICLE IV  
MISCELLANEOUS**

**Section 4.1. Notices.** Any notice, election, demand, request or other communication to be provided under this Agreement shall be effective when delivered to the party named below or three business days after deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Anderson County, South Carolina  
Attn: County Administrator  
PO Box 8002  
Anderson, South Carolina 29622

WITH A COPY TO:  
(does not constitute notice): Anderson County Attorney  
PO Box 8002  
Anderson, South Carolina 29622

AS TO THE COMPANY: [NAME]  
[ADDRESS]

WITH A COPY TO: Parker Poe Adams & Bernstein LLP  
(which shall not Attn: Madison Felder  
constitute notice) 110 East Court Street, Suite 200  
Greenville, South Carolina 29601

**Section 4.2. Binding Effect.** This Agreement is binding, in accordance with its terms, upon and inures to the benefit of the Company and its respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

**Section 4.3. Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts and each such executed counterpart shall be, and shall be deemed to be, an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate but one and the same instrument. This Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Agreement to be original signatures and may conclusively be relied upon by any Party to this Agreement.

**Section 4.4. Governing Law.** This Agreement and all documents executed in connection with this Agreement are construed in accordance with and governed by the laws of the South Carolina. To the extent of any conflict between the provisions of this Agreement and the Infrastructure Credit Act, the Infrastructure Credit Act controls.

**Section 4.5. Amendments.** The Parties may modify or amend this Agreement only in a writing signed by the Parties.

**Section 4.6. Further Assurance.** From time to time the County shall execute and deliver to the Company any additional instruments as the Company reasonably request to evidence or effectuate the purposes of this Agreement, subject to any approvals required to be obtained from County Council.

**Section 4.7. Severability.** If any provision of this Agreement is illegal, invalid or unenforceable for any reason, the remaining provisions remain unimpaired and any illegal, invalid or unenforceable provision are reformed to effectuate most closely the legal, valid and enforceable intent and to afford the Company with the maximum benefits to be derived under this Agreement and the Act, it being the intention



of the County to offer the Company the strongest inducement possible to encourage investment on the Project.

**Section 4.8. Assignment.** This Agreement may be assigned in whole or in part. To the extent any further consent is required by the Act and requested, the County may grant such consent by adoption of a Resolution, which consent will not be unreasonably withheld.

**Section 4.9. Limited Obligation.** 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 OR ANY MUNICIPALITY 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 ANY MUNICIPALITY OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

**Section 4.10. Force Majeure.** The Company is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

**Section 4.11. Administration Expenses.** The Company agrees to pay the reasonable and necessary expenses incurred by the County with respect to this Agreement ("**Administration Expenses**"), including 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. The parties hereto agree the Administration Expenses shall not exceed \$5,000 in any event. The Company agrees to pay the Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's right to receive such payment, specifying the nature of such expense and requesting payment of same.

**Section 4.12 Entire Agreement.** This Agreement expresses the entire understanding and all agreements of the Parties with each other, and no Party is bound by any agreement or any representation to another Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

**Section 4.13 Construction.** Each Party and its legal counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

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

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

**Section 4.16. Business Day.** If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk to County Council as of the day and year first above written.

**ANDERSON COUNTY, SOUTH CAROLINA**

(SEAL)

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

**ATTEST:**

\_\_\_\_\_  
Lacey Croegaert  
Anderson County Clerk to Council

*[Signature Page 1 to Infrastructure Credit Agreement]*

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in its name and on its behalf by its authorized officer as of the day and year first above written.

[PROJECT SWAN]

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

Its:\_\_\_\_\_

*[Signature Page 2 to Infrastructure Credit Agreement]*

**EXHIBIT A**

Project Site

[INSERT LEGAL DESCRIPTION]

**EXHIBIT B**

**JOINDER AGREEMENT**

Reference is hereby made to that certain Infrastructure Credit Agreement effective September 17, 2019 (“**Infrastructure Credit Agreement**”), between Anderson County, South Carolina (“**County**”) and [PROJECT SWAN] (the “**Company**”).

**1. Joinder to Infrastructure Credit Agreement.**

The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Infrastructure Credit Agreement except the following: \_\_\_\_\_; (b) acknowledges and agrees that (i) in accordance with the Infrastructure Credit Agreement, the undersigned has been designated as a Project Affiliate by the Company for purposes of the Project; and (ii) the undersigned shall have all of the rights and obligations of a Project Affiliate as set forth in the Infrastructure Credit Agreement, unless otherwise set forth herein.

**2. Capitalized Terms.**

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Infrastructure Credit Agreement.

**3. Governing Law.**

This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

**4. Notice.**

Notices under Section 4.1 of the Infrastructure Credit Agreement shall be sent to:

[ \_\_\_\_\_ ]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date                                      Name of Entity

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

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Project Affiliate under the Infrastructure Credit Agreement effective as of the date set forth above.

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



Its: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT C**

**INVESTMENT CERTIFICATION**

Reference is made to the Infrastructure Credit Agreement, dated as of September 17, 2019 (“**Agreement**”), by and among Anderson County, South Carolina (“**County**”) and [PROJECT SWAN] (“**Company**”). Each capitalized term not defined in this Annual Certification and Claim Form (“**Certification**”) has the meaning contained in the Agreement.

I \_\_\_\_\_, the \_\_\_\_\_ of the Company, do hereby certify in connection with Section 1 and Section 2 of the Agreement, as follows:

(1) The total investment made by the Company in the Project during the calendar year ending December 31, 20\_\_ was \$\_\_\_\_\_.

(2) The cumulative total investment made by the Company in the Project from the period beginning \_\_\_\_\_, 20\_\_ (that is, the beginning date of the Investment Period) and ending December 31, 20\_\_, is \$\_\_\_\_\_.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

**IN WITNESS WHEREOF**, I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ORDINANCE NO. 2019-041**

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

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

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

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

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

DONE in meeting duly assembled this 3<sup>rd</sup> day of September, 2019.

**ANDERSON COUNTY, SOUTH CAROLINA**

(SEAL)

ATTEST:

\_\_\_\_\_  
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

First Reading:  
Second Reading:  
Third Reading:  
Public Hearing:

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

Property Description

[INSERT LEGAL DESCRIPTION]

**SOUTH CAROLINA**

)

)

**ANDERSON COUNTY**

)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of August 20, 2019, September 3, 2019, and September 17, 2019, 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.

---

Clerk, Anderson County Council

Dated: \_\_\_\_\_, 2019





# MEMORANDUM

## ANDERSON COUNTY DEVELOPMENT STANDARDS

**DATE:** August 8, 2019

**TO:** Lacey Croeger  
Executive Clerk to Council

**FROM:** Tim Cartee  
Subdivision Administrator

**CC:** Holt Hopkins, Alesia Hunter

**SUBJECT:** Avendell Subdivision - Avendell Drive Phase 2 Section 6 and Nevell Drive Phase 1

---

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 August 20, 2019 Meeting.

This will add 2,903 feet of paved roads to the county maintenance system.

Developer: Avendell Investments, LLC  
Location: Three & Twenty Road  
County Council District: 6  
Roads: Avendell Drive, Nevell Drive

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

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Tom Allen**  
Council District 4

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Ray Graham**  
V. Chairman, District 3

**Gracie Floyd**  
Council District 2

**Ken Waters**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org



# MEMORANDUM

## ANDERSON COUNTY ROADS AND BRIDGES

**DATE:** August 7, 2019

**TO:** Alesia Hunter  
Development Standards

**FROM:** Norman McGill  
Roadway Management Supervisor

**CC:** Holt Hopkins

**SUBJECT:** Avendell Drive (Phase 2 Section 6) and Nevell Drive from phase 1 of Avendell Subdivision

---

To the best of my ability, I certify that there are no known drainage issues in **Avendell Subdivision** on the roads listed below. All drainage facilities and roadways within the proposed county right of way meet the county standards that were approved by the Planning Commission from the preliminary plat. The roads of this phase of the subdivision are now eligible to be considered for acceptance into the county maintenance system. This will add **2,903** feet of paved roads to the county maintenance system.

District: 6

Location: **Avendell Subdivision off of Three and Twenty Road**

Roads: **Avendell Drive (P-02-0209), and Nevell Drive (P-02-0207)**

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Brett Sanders**  
Council District 4

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Ray Graham**  
V. Chairman, District 3

**Gracie Floyd**  
Council District 2

**Jimmy Davis**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org







**ANDERSON  
COUNTY**  
SOUTH CAROLINA

## **AMENDED AGENDA**

### **Planning and Public Works Committee Meeting**

**Wednesday, August 14, 2019 at 11:30 am**

**Anderson Historic Courthouse**

**2nd Floor Conference Room**

**101 South Main Street, Anderson, South Carolina 29622**

**M. Cindy Wilson, Presiding**

### **Planning/Public Works Committee**

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

**Tommy Dunn**  
Chairman  
Council District 5

**Ray Graham**  
Vice Chairman  
Council District 3

**Craig Wooten**  
Council District 1

**Gracie S. Floyd**  
Council District 2

**Brett Sanders**  
Council District 4

**Jimmy Davis**  
Council District 6

**M. Cindy Wilson**  
Council District 7

**Lacey A. Croegaert**  
Clerk to Council

**Rusty Burns**  
County Administrator

1. Call to Order: Chairman M. Cindy Wilson
2. Invocation and Pledge: Mr. Jimmy Davis
3. Discussion on rewriting enforcement for storage and noxious businesses in Zoned residential areas. Ms. Alesia Hunter
4. Review of conservation, design and development measures for the Anderson County Developmental Standards Department Ms. Alesia Hunter
5. New Business
6. Citizens Comments
7. Adjournment

Committee Members: M. Cindy Wilson, Chair  
Honorable Craig Wooten  
Honorable Jimmy Davis



**BOARDS, COMMITTEES AND COMMISSIONS  
APPLICATION**

Please complete this application in its entirety and return to the address below or by email:

Anderson County Council  
c/o Clerk to Council  
P. O. Box 8002  
Anderson, SC 29622  
lacroegaert@andersoncountysc.org

All applications will be considered by County Council and appointees will be mailed written confirmation of Council's decision.

Name: Moore William C

Last, First, Middle Initial

Board(s) and/or committee(s) in which you are interested:

1. Planning Commission

2. \_\_\_\_\_

3. \_\_\_\_\_

Physical Address and Mailing Address, if different:

741 Bishops Branch Rd, Central SC 29630

Physical

\_\_\_\_\_ Mailing

Home Phone: \_\_\_\_\_ Cell Phone: 864-934-9600

Email: will@emupstate.com Preferred method of contact: Cell

County Council District: 4

GED Equivalent: Yes or No

Highest Level of Education: Some College

High School Grad: Yes or No

College Attended: Tri-County Degree: Business transfer/ Not completed

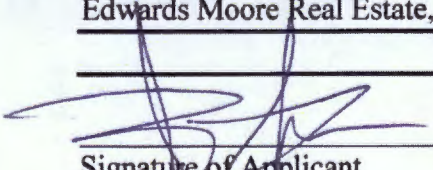
Address of College: \_\_\_\_\_

Employment History:

COMPANY POSITION EMPLOYMENT DATES

Western Upstate Keller Williams 08-09 Agent

Edwards Moore Real Estate, LLC 2010- Present Agency Owner/Broker in Charge

  
\_\_\_\_\_  
Signature of Applicant

8/5/19  
\_\_\_\_\_  
Date

Recommendation of Council: \_\_\_\_\_



**RECREATION FUND APPROPRIATIONS  
APPLICATION FORM**

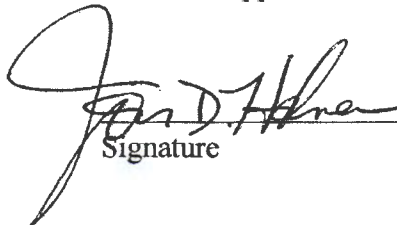
**WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:**

**DISTRICT:** 1

Mail/Email/Fax to:  
Anderson County Council Clerk  
P. O. Box 8002  
Anderson, SC 29622  
lacroegaert@andersoncountysc.org  
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:  
CARDINAL RACQUET CLUB
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):  
\$ 800<sup>00</sup>
3. The purpose for which the funds are being requested:  
TO PURCHASE AN AED (DEFIBRILLATOR) FOR TENNIS CLUB (NON PROFIT)
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. YES, SEE ATTACHED
5. Contact Person: DONNA SHEARER  
Mailing Address: 808 REED ROAD  
Phone Number: 864-225-1193  
Email: cardinaltennisprogram@yahoo.com
6. Statement as to whether the entity will be providing matching funds:  
CARDINAL RACQUET CLUB WILL MATCH FUNDS FOR AN AED

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above named entity.



Signature

1 JON HOLMES  
Print Name

8-14-19  
Date

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Existence**

**I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:**

CARDINAL RACQUET CLUB, a nonprofit corporation duly organized under the laws of the State of South Carolina on May 26th, 1972, has as of the date hereof filed as a nonprofit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, and has paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-31-1421, and that the nonprofit corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great Seal  
of the State of South Carolina this 13th day  
of August, 2019.

  
Mark Hammond, Secretary of State

RECREATION FUND APPROPRIATIONS  
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 6

Mail/Email/Fax to:  
Anderson County Council Clerk  
P. O. Box 8002  
Anderson, SC 29622  
lacroegaert@andersoncountysc.org  
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:

Carolina Elite Soccer Academy

2. Amount of request (If requesting funds from more than one district, annotate amount from each district):

\$5,000

3. The purpose for which the funds are being requested:

maintenance of Hurricane Park Soccer fields

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.

yes - see attached

5. Contact Person:

Gregg Land

Mailing Address:

18 Boland Ct Greenville SC 29615

Phone Number:

864-423-9384

Email:

gregg.land@carolinaelite.sc.com

6. Statement as to whether the entity will be providing matching funds:

yes

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above named entity.

Gregg Land  
Signature

Gregg Land  
Print Name

8-14-19  
Date



# *The State of South Carolina*



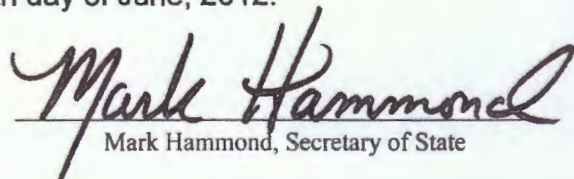
*Office of Secretary of State Mark Hammond*

## **Certificate of Existence, Non-Profit Corporation**

**I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:**

CAROLINA ELITE SOCCER ACADEMY, a Non-Profit Corporation duly organized under the laws of the State of South Carolina on December 23rd, 1992, has as of the date hereof filed as a non-profit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, and has paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-31-1404 of the South Carolina code and that the non-profit corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
7th day of June, 2012.

  
Mark Hammond, Secretary of State

**RECREATION FUND APPROPRIATIONS  
APPLICATION FORM**

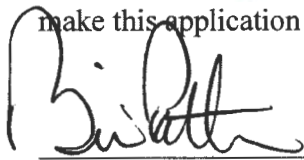
WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 6

Mail/Email/Fax to:  
Anderson County Council Clerk  
P. O. Box 8002  
Anderson, SC 29622  
lacroegaert@andersoncountysc.org  
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:  
Powdersville Fishing Team (HIGH SCHOOL & MIDDLE SCHOOL)
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$1,000.00
3. The purpose for which the funds are being requested:  
Tournament fees, team tent, jerseys, food
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. Yes
5. Contact Person: Brian Patton  
Mailing Address: 305 Dellwood Drive Easley, SC 29642  
Phone Number: 479-616-3560 Cell Work 864-551-4203  
Email: bpatton@ms1southeast.com
6. Statement as to whether the entity will be providing matching funds:  
No matching funds at this time

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above named entity.



Signature

Brian Patton

Print Name

8-5-2019

Date



**Anderson County Building & Codes**  
**Monthly Activity Report**  
**Jul-19**

<b>Total Number Permit Transactions:</b>	<b>1036</b>
<i>New Single Family:</i>	<u>90</u>
<i>New Multi-Family:</i>	<u>9</u>
<i>Residential Additions/Upgrades:</i>	<u>20</u>
<i>Garages/Barns/Storage:</i>	<u>21</u>
<i>New Manufactured Homes:</i>	<u>18</u>
<i>New Commercial:</i>	<u>7</u>
<i>Commercial Upfits/Upgrades:</i>	<u>8</u>
<i>Courtesy Permits/Fees Waived:</i>	<u>6</u> (See Attached)

**Inspection Activity:**

<i>Citizens Inquiries:</i>	<u>17</u> (Includes Updating Sub-Standard Cases)
<i>(New &amp; Follow Up; Includes Sub-Standard Housing /Mobile Homes)</i>	
<i>Tall Grass Complaints (New and Follow Ups):</i>	<u>29</u>
<i>Number of Scheduled Building Inspections Performed (# of Site Visits):</i>	<u>985</u>
<i>Courtesy, Site and Miscellaneous Inspections:</i>	<u>28</u>
<i>Manufactured Home Inspections:</i>	<u>97</u>
<b>Total Number of Inspections (Site Visits) for Department:</b>	<b><u>1156</u></b>

**Reviews/Misc. Activity:**

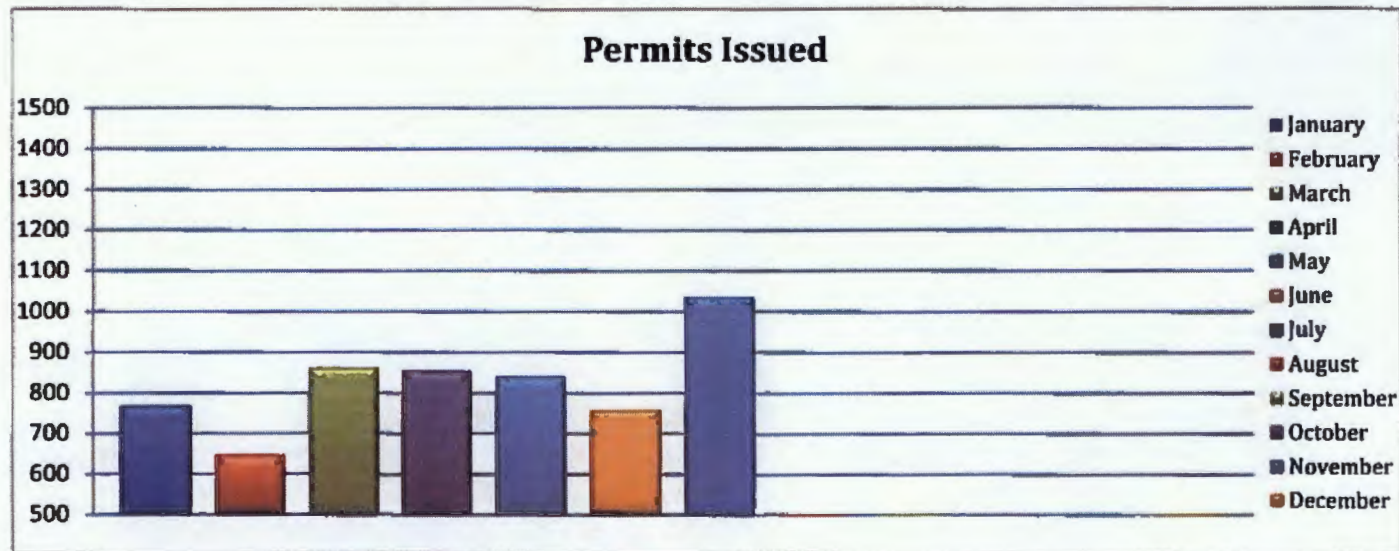
<i>Plans Reviewed:</i>	<u>194</u>	(Includes preliminary consultations, resubmittals and solar)
<i>Mech/Elec/Plumb Reviews:</i>	<u>0</u>	(Includes residential solar)
<i>New Derelict Manufactured Home Cases:</i>	<u>0</u>	
<i>Hearings:</i>	<u>0</u>	
<i>Court Cases:</i>	<u>0</u>	

**Revenue Collected:**

<i>Reinspection Fees Collected:</i>	<u>\$385.00</u>
<i>Plan Review Revenue:</i>	<u>\$22,942.30</u>
<b>Total Revenue For The Month:</b>	<b><u>\$189,030.10</u></b>

## Anderson County Building & Codes Permits Issued for 2019

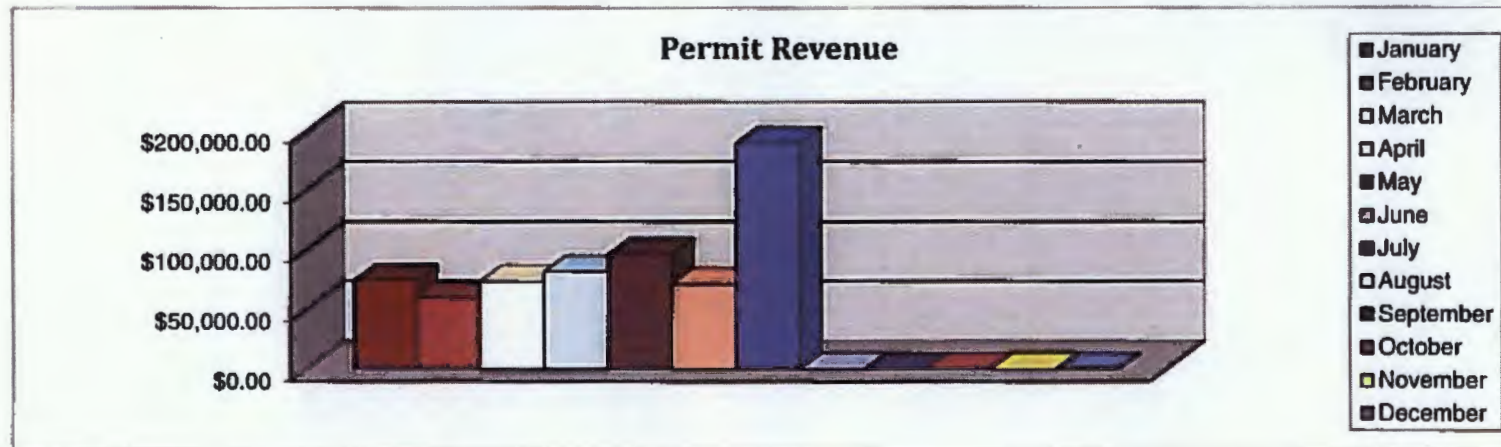
<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	178	185	121	133	86	17	10	39	769
February	181	154	95	102	64	6	6	38	646
March	237	228	126	129	84	11	18	29	862
April	232	221	132	132	79	15	13	31	855
May	219	256	115	112	82	12	15	29	840
June	199	189	132	128	51	15	8	37	759
July	243	296	151	152	116	24	14	40	1036
August	0	0	0	0	0	0	0	0	0
September	0	0	0	0	0	0	0	0	0
October	0	0	0	0	0	0	0	0	0
November	0	0	0	0	0	0	0	0	0
December	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>1489</b>	<b>1529</b>	<b>872</b>	<b>888</b>	<b>562</b>	<b>100</b>	<b>84</b>	<b>243</b>	<b>5767</b>





## Anderson County Building & Codes Permit Revenue for 2019

<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	\$43,648.80	\$11,291.00	\$5,620.00	\$7,895.00	\$1,891.20	\$675.00	\$150.00	\$3,141.50	\$74,312.50
February	\$33,766.00	\$10,541.00	\$4,332.50	\$5,455.00	\$1,534.20	\$270.00	\$75.00	\$3,710.30	\$59,684.00
March	\$37,851.60	\$12,461.00	\$4,714.50	\$8,141.00	\$2,413.60	\$495.00	\$270.00	\$7,067.00	\$73,413.70
April	\$43,991.00	\$13,438.00	\$5,959.50	\$8,580.00	\$2,164.30	\$585.00	\$195.00	\$6,655.70	\$81,568.50
May	\$49,681.40	\$15,751.00	\$4,978.50	\$8,685.00	\$2,536.70	\$540.00	\$225.00	\$14,034.80	\$96,432.40
June	\$40,207.40	\$10,140.00	\$5,712.00	\$7,655.00	\$1,624.80	\$585.00	\$120.00	\$5,159.60	\$71,203.80
July	\$112,994.80	\$23,368.00	\$12,373.00	\$11,810.00	\$3,502.00	\$990.00	\$665.00	\$23,327.30	\$189,030.10
August	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
September	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
October	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
November	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
December	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$362,141.00</b>	<b>\$96,990.00</b>	<b>\$43,690.00</b>	<b>\$58,221.00</b>	<b>\$15,666.80</b>	<b>\$4,140.00</b>	<b>\$1,700.00</b>	<b>\$63,096.20</b>	<b>\$645,645.00</b>



**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:

**Jul-19**

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	90	90	\$19,447,225			
Single-family houses, attached - Separated by ground to roof wall - No units above or below and - Separate heating systems & utility meters		102	9	9	\$ 1,508,445.00			
Two-family buildings		103						
Three-and four-family buildings		104						
Five-or-more family buildings		105						
<b>TOTAL: Sum of 101-105</b>		<b>109</b>	<b>99</b>	<b>99</b>	<b>\$20,955,670</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>

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 (transient accommodations only)		213	1		\$8,236,055			
Other non-housekeeping shelter		214						

Section 3	NEW NONRESIDENTIAL BUILDINGS	Item	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
			(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	1		\$1,460,780			
Schools and other educational		326						
Stores and customer services		327	3		\$207,000			
Other nonresidential buildings		328	13		\$503,636			
Structures other than buildings		329	15		\$393,890			

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	20		\$1,209,588			
Nonresidential and non-housekeeping		437	7		\$1,342,475			
Additions of residential garages and carports (attached and detached)		438	8		\$554,140			

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	5					
Two-family buildings		646						
Three-and four-family buildings		647						
Five-or-more family buildings		648						
All other buildings, structures or mobile homes		649	16					

BCR021  
REQUESTED BY: TEDOWDY

ANDERSON COUNTY BUILDING CODES  
CENSUS REPORT FOR 7/01/2019 TO 7/31/2019  
COURTESY PERMITS

8:39:52 8/01/19 PAGE 1

PERMIT #	ISSUE DATE	COST	OWNER NAME	MOD DESCRIPTION
=====				
MOD 702	COURTESY PERMIT/NO CHARGE			
201906792	7/01/2019	7,000.00	ANDERSON COUNTY	COURTESY PERMIT/NO CHARGE
201906811	7/03/2019	1,907,550.95	ONE WORLD TECHNOLOGIES INC	TTI DIRECT TOOL FACTORY OUTLET
201906915	7/12/2019	500.00	TRUBACHEV PETR V	DEMO DERELICT MH# 403-000
201906987	7/18/2019	3,000.00	ANDERSON COUNTY	UNDERGROUND GAS PIPING/GENERA
201907054	7/23/2019	5,000,000.00	TECHTRONIC INDUSTRIES NORTH AMERICA	TTI PRODUCT COMPLI TEST CENTER
201907102	7/29/2019	500,000.00	ANDERSON COUNTY SOLID WASTE MANAGEMENT	GREEN POND LANDING RETAINING W
TOTALS:	6	7,418,050.95		



August 12, 2019

DISTRICT 1 - SPECIAL PROJECTS  
001-5829-001-241  
FY Ended June 30, 2020

<u>Council</u> <u>Meeting of:</u>	<u>Check</u> <u>Dated:</u>	<u>Check</u> <u>Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2019 - 2020	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	59.43
7/16/2019	7/24/2019	75684	Anderson Area YMCA	(5,000.00)
7/16/2019	7/24/2019	75682	Anderson Arts Center	(1,000.00)
7/16/2019	7/24/2019	75778	Lights of Hope (Anderson)	(100.00)
7/16/2019	7/24/2019	75847	Tackling the Streets	(250.00)
7/16/2019	7/24/2019	75870	Widows Watchman Ministries	(1,000.00)

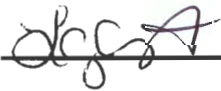
SUB-TOTAL 22,709.43

Committed:

8/6/2019 Anderson Pregnancy Care (10,000.00)

Ending Balance 12,709.43

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



Lacey Croegaert, Clerk to Council

DATE: 8/16/2019

Jana Pressley, Assistant Finance Manager

DATE: August 12, 2019

August 12, 2019

DISTRICT 2 - SPECIAL PROJECTS  
001-5829-002-241  
FY Ended June 30, 2020

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2019 - 2020	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	6,607.57
7/16/2019	7/24/2019	75778	Lights of Hope (Anderson)	(200.00)
7/16/2019	7/24/2019	75751	Generation 4	(1,000.00)
7/16/2019	7/24/2019	75847	Tackling the Streets	(200.00)

SUB-TOTAL 35,207.57

Committed:

8/6/2019	Friends of Broadway Lake	(3,000.00)
8/6/2019	Food for luncheon - Community Meeting	(75.00)

Ending Balance 32,132.57

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: 8/16/2019

DATE: August 12, 2019

August 12, 2019

DISTRICT 3 - SPECIAL PROJECTS  
001-5829-003-241  
FY Ended June 30, 2020

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2019 - 2020	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	1,000.00
7/16/2019	7/24/2019	75691	Anderson Jets Club	(500.00)
7/16/2019	7/24/2019	75704	Belton Area Museum	(1,000.00)
7/16/2019	7/24/2019	75733	Crescent High (Anglers Bass Master travel)	(1,000.00)
7/16/2019	7/24/2019	75764	Homeland Park Fire	(750.00)
7/16/2019	7/24/2019	75776	Leverette-Thomas American Legion	(2,000.00)

SUB-TOTAL 25,750.00

Committed:

4/2/2019	Sheriff Office for Wireless Lanyard	(1,000.00)
7/16/2019	Big Water Marina	(750.00)

Ending Balance 24,000.00

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


Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: 8/16/2019

DATE: August 12, 2019

August 12, 2019

DISTRICT 4 - SPECIAL PROJECTS  
001-5829-004-241  
FY Ended June 30, 2020

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2019 - 2020	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	15,456.99
			During Budget Process - Crisis Pregnancy Center	(1,000.00)
7/16/2019	7/24/2019	75683	Anderson Area YMCA	(500.00)
7/16/2019	7/24/2019	75685	Anderson Arts Center	(200.00)
7/16/2019	7/24/2019	75691	Anderson Jets Club	(200.00)
7/16/2019	7/24/2019	75776	Leverette-Thomas American Legion	(200.00)
7/16/2019	7/24/2019	75847	Tackling the Streets	(1,000.00)
7/16/2019	7/18/2019	8118 -Treas	Town of Honea Path Recreation Dept	(200.00)
7/16/2019	7/24/2019	75853	Townville Recreation Dept	(6,000.00)
7/16/2019	7/24/2019	75870	Widows Watchman Ministries	(500.00)

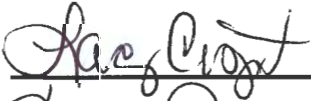
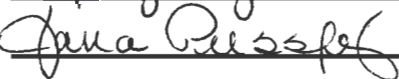
SUB-TOTAL 35,656.99

Committed:

8/6/2019		Anderson Pregnancy Care	(500.00)
8/6/2019		Distinguished Young Women	(250.00)
8/6/2019		Shalom House Ministries	(750.00)

Ending Balance 34,156.99

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

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: 8/16/2019

DATE: August 12, 2019

August 12, 2019

DISTRICT 5 - SPECIAL PROJECTS  
001-5829-005-241  
FY Ended June 30, 2020

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2019 - 2020	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	6,070.05
			During Budget Process - Crisis Pregnancy Center	(3,000.00)
			During Budget Process - Anderson Oconee Speech & Hearing	(2,430.00)
6/28/2019	7/17/2019	75525	Homeland Park Fire (July 4th Celebration)	(3,500.00)
7/16/2019	7/24/2019	75686	Anderson Arts Center	(200.00)
7/16/2019	7/24/2019	75847	Tackling the Streets	(4,000.00)
7/16/2019	7/18/2019	8118 -Treas	Town of Honea Path Recreation Dept	(200.00)
7/16/2019	7/24/2019	75870	Widows Watchman Ministries	(500.00)



SUB-TOTAL 22,240.05

Committed:

8/6/2019		Friends of Sadlers Crrek	(1,500.00)
8/6/2019		Anderson Pregnancy Care	(500.00)
8/6/2019		Distinguished Young Women	(250.00)
8/6/2019		Shalom House Ministries	(500.00)

Ending Balance 19,490.05

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: 8/16/2019

DATE: August 12, 2019



August 12, 2019

DISTRICT 6 - SPECIAL PROJECTS  
001-5829-006-241  
FY Ended June 30, 2020

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2019 - 2020	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	5,294.45
7/16/2019	7/19/2019	75847	Tackling the Streets	(500.00)

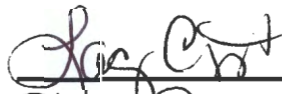

SUB-TOTAL 34,794.45

Committed:

8/6/2019	Distinguished Young Women	(250.00)
8/6/2019	Shalom House Ministries	(250.00)

Ending Balance 34,294.45

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: 8/16/2019

DATE: August 12, 2019

August 12, 2019

DISTRICT 7 - SPECIAL PROJECTS  
001-5829-007-241  
FY Ended June 30, 2020

<u>Council</u> <u>Meeting of:</u>	<u>Check</u> <u>Dated:</u>	<u>Check</u> <u>Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2019 - 2020	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	5,000.00
7/16/2019	7/24/2019	75691	Anderson Jets Club	(600.00)
7/16/2019	7/24/2019	75719	Caroline Community Center	(5,000.00)
7/16/2019	7/18/2019	8118 -Treas	Town of Honea Path Recreation Dept	(2,000.00)
7/16/2019	7/24/2019	75870	Widows Watchman Ministries	(1,000.00)

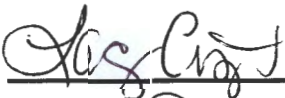
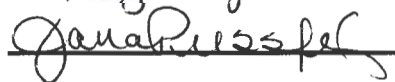
SUB-TOTAL 26,400.00

Committed:

11/6/2018	ACOG Grant administering for Town of Pelzer	(5,000.00)
8/6/2019	Pelzer Heritage Commission	(3,500.00)
8/6/2019	Anderson Pregnancy Care	(300.00)
8/6/2019	Distinguished Young Women	(300.00)
8/6/2019	Shalom House Ministries	(300.00)

Ending Balance 17,000.00

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

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: 8/16/2019

DATE: August 12, 2019

## Paving Report - July 31, 2019

Total	\$2,270,842.04
FY 18-19 Budget	\$1,500,000.00
Transfer in	\$770,842.04
Committed	\$2,270,840.04
<b>AVAILABLE</b>	<b>\$2.00</b>

Prepared by: Sherry McGraw  
Date: August 8, 2019

Certified by: Neil Carney

NEWG Date 8/14/19

		Projects/Towns-Cities/Other			
Approved Date	Project	Scope	Appropriated Amount	Total Spent to Date	Completion Date
08/07/18	Townville Fire Department	Pave Parking Lot	\$10,000.00	\$1,600.00	
08/07/18	Town of Honea Path	Paving	\$48,000.00	\$2,500.96	
08/07/18	Town of Pelzer	Paving	\$17,000.00	\$0.00	
08/07/18	Town of West Pelzer	Paving	\$25,000.00	\$10,200.00	
08/07/18	Town of Williamston	Paving	\$52,000.00	\$0.00	
08/21/18	School District Road in D6	Paving	\$20,000.00	\$0.00	
10/02/18	Mental Health Parking Lot	Pave Parking Lot	\$60,000.00	\$23,158.55	
10/04/18	C-Fund Matching Funds	Paving	\$315,000.00	\$315,000.00	Transfer complete
11/07/18	Road Improvement Plan	See Below	\$1,723,840.04	\$1,800.00	
		Totals:	\$2,270,840.04	\$354,259.51	

Road Name	District	Scope of Work	Estimate	Total Spent to Date	Completion Date
Hobson Road	1	CS/Pave	\$83,571	\$0.00	
Oakridge Court	1	CS/Pave	\$18,908	\$0.00	
Harbison Drive	7	FDP/Pave	\$46,633	\$0.00	
Plantation Road	4	CIPR	\$51,000	\$0.00	
Branch Road	4	CIPR	\$86,288	\$0.00	
Valley Drive	4	CIPR	\$43,144	\$0.00	
Meadow Road	4	CIPR	\$51,584	\$0.00	
Governor's Boulevard	1	FDR/Pave	\$171,024	\$1,800.00	
Hopewell Ridge	7	CIPR/Pave	\$152,636	\$0.00	
Winding Creek Road	7	CIPR/Pave	\$73,901	\$0.00	
Creekside Court	7	CIPR/Pave	\$14,425	\$0.00	
Crossridge Lane	7	CIPR/Pave	\$17,224	\$0.00	
Old Oak trail	7	CIPR/Pave	\$21,092	\$0.00	
Grove Road	2/3	Pave	\$142,944	\$0.00	
Shirley Drive	2	Pave	\$175,467	\$0.00	
Airline Road	3/5	FDP/ST/FS	\$243,293	\$0.00	
Firetower Road	6/4	FDP/ST/FS	\$142,982	\$0.00	
Old Webb Road	5	FDP/Pave	\$184,905	\$0.00	
Holden Lane	5	Mill/Binder/Pave	\$10,515	\$0.00	
Cely Lane	6	FDP/Pave	\$244,679	\$0.00	
			\$1,976,215	\$1,800.00	

**FDP** = Full-Depth Patching; **FDR** = Full-Depth Reclamation; **ST** = Single-Treatment; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

## District 1 Paving Report

Through June 30, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$182,180.00
Committed	\$65,290.00
Transferred to account 001-5828-000-261	\$116,889.19
<b>AVAILABLE</b>	<b>(\$0.00)</b>

**FDP** = Full Depth Patching; **FDR** = Full Depth Reclamation; **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

		Projects/Towns-Cities/Other			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
	City of Anderson	-	\$0.00	\$0.00	
11/2/2016	Civic Center	Upgrade roads, landscaping	\$119,000.00	\$56,306.16	incomplete
	To adjust to what is listed on		\$0.81		
1/16/2018	Oak Hill Drive Traffic Control	Radar sign & reflectors	\$6,500.00	\$3,903.03	incomplete
		Totals:	\$125,500.81	\$60,209.19	

		District 1 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/15/2017	Paving (Pending C-Fund match)		\$91,663.00		
	* Released money so it could be added to money available and transferred into account 001-5828-000-261				
		Totals:	\$91,663.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of June 30, 2019

Prepared By: Sherry McGraw   Roads & Bridges  
Date

Certified By: Neil Carney      Neil Carney  
Date

Sherry McGraw  
July 10, 2019

NEW  
8/14/19

## District 2 Paving Report

Through June 30, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$136,090.00
Committed	\$0.00
Transferred to account # 001-5828-000-261	\$136,090.00
<b>AVAILABLE</b>	<b>\$0.00</b>

**FDP** = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

Projects/Cities&Towns/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
	City of Anderson	Grading/Drainage		\$0.00	
Totals:			\$0.00	\$0.00	

District 2 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/15/2017	Paving (Pending C-Fund match)		\$61,088.00		
	* Released money so it could be added to money available and transferred into account 001-5828-000-261				
Totals:			\$61,088.00	\$0.00	

We certify that the above information, to the best of our knowledge,  
is up-to-date and is accurate information as of June 30, 2019

Prepared By: Sherry McGraw Roads & Bridges  
Date

Sherry McGraw  
July 10, 2019

Certified By: Neil Carney Neil Carney  
Date

Neil Carney  
8/14/19



## Through June 30, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$122,250.00
Committed	\$42,690.00
Transferred to account # 001-5828-000-261	\$79,558.54
<b>AVAILABLE</b>	<b>\$0.00</b>

**FDP** = Full Depth Patching; **FDR** = Full Depth Reclamation; **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

[illegible]

<b>District 3 Paving Plan</b>					
<b>Approval Date</b>	<b>Project</b>	<b>Scope</b>	<b>Appropriated Amount</b>	<b>Total Project Spent To-Date</b>	<b>Completion Date</b>
8/15/2017	Paving (Pending C-Fund match)		\$23,379.00	\$0.00	
* Released money so it could be added to money available and transferred into account 001-5828-000-261					
		Totals:	\$23,379.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of June 30, 2019

Prepared By: Sherry McGraw

## Roads and Bridges

Date \_\_\_\_\_

---

*Sherry McGraw*

July 10, 2019

Certified By: Neil Carney

Neil Carney

Date \_\_\_\_\_

Now  
8/14/19

## Through June 30, 2019

**FDP** = Full Depth Patching; **FDR** = Full Depth Reclamation; **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

## District 4 Paving Plan

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of June 30, 2019

Prepared By: Sherry McGraw Roads & Bridges  
Date

Sherry McGraw  
July 10, 2019

Certified By: Neil Carney      Neil Carney  
Date

New C  
8/14/19

## District 5 Paving Report

Through June 30, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$196,150.00		
Committed	\$0.00		
Transferred to account # 001-5828-000-261	\$196,150.00	\$195,148.00	\$1,002.00
<b>AVAILABLE</b>	<b>\$0.00</b>		

**FDP** = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

Projects/Towns&Cities/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
Totals:			\$0.00	\$0.00	

District 5 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/15/2017	Paving (Pending C-Fund match)		\$196,148.00		
	* Released money so it could be added to money available and transferred into account 001-5828-000-261				
	* Transferred \$1,000.00 less than was needed (plus the \$2.00 available). Filled out paperwork 12/12/18 to transfer \$1,002.00 to 000				
Totals:			\$196,148.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of June 30, 2019

Prepared By: Sherry McGraw Roads and Bridges  
Date

Sherry McGraw  
July 10, 2019

Certified By: Neil Carney  
Date

Neil Carney  
8/14/19

## District 6 Paving Report

Through June 30, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$129,570.00
Committed	\$0.00
Transferred to account # 001-5828-000-261	\$109,570.00
<b>AVAILABLE</b>	<b>\$0.00</b>

**FDP** = Full Depth Patching; **FDR** = Full Depth Reclamation; **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

Projects/Towns&Cities/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
08/07/18	Powdersville -School District One	Paving	\$20,000.00	\$20,000.00	8/29/2018
Totals:			\$20,000.00	\$20,000.00	

District 6 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/15/2017	Paving (Pending C-Fund match)		\$18,867.00		
* Released money so it could be added to money available and transferred into account 001-5828-000-261					
Totals			\$18,867.00	\$0.00	

We certify that the above information, to the best of our knowledge,  
is up-to-date and is accurate information as of June 30, 2019

Prepared By: Sherry McGraw Roads and Bridges  
Date

Certified By: Neil Carney Neil Carney  
Date

Sherry McGraw  
July 10, 2019

Neil Carney  
8/14/19

# District 7 Paving Report

Through June 30, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$109,045.00
Committed	<del>\$85,665.46</del>
Transferred to account # 001-5828-000-261	\$24,196.31
<b>AVAILABLE</b>	<b>- \$814.77</b>

\$85,665.00

**FDP** = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

Projects/Towns&Cities/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
7/7/2015	Town of Honea Path	Grading/drainage	\$48,000.00	\$48,000.00	3/21/2017
10/19/2016	Town of Honea Path	Grading/drainage	\$48,000.00	\$25,627.46	incomplete
11/18/2014	Town of Pelzer	Grading/drainage	\$5,000.00	\$2,812.55	incomplete
7/7/2015	Town of Pelzer	Grading/drainage	\$2,500.00	\$0.00	incomplete
10/19/2016	Town of Pelzer	Grading/drainage	\$17,000.00	\$0.00	incomplete
	Town of West Pelzer	Grading/drainage	\$0.00	\$0.00	
10/19/2016	Town of Williamson	Grading/drainage	\$52,000.00	\$24,579.51	incomplete
Totals:			\$172,500.00	\$101,019.52	

District 7 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/15/2017	Paving (Pending C-Fund match)		\$5,411.00		
	* Released money so it could be added to money available and transferred into account 001-5828-000-261				
Totals:			\$5,411.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of June 30, 2019

Prepared By: Sherry McGraw Roads and Bridges  
Date

Sherry McGraw  
July 10, 2019

Certified By: Neil Carney  
Date

Neil Carney  
8/14/19





## ANDERSON COUNTY SHERIFF'S OFFICE

### July 2019

Uniform Patrol	
Average Daily Calls for Service	441
Total Calls for Services	13,677
Total Number of Incident Reports	1,516
Total Number of Arrests	418
Total Number of "Domestic" Incidents	61
Total Number of "Unlawful Conduct Towards a Child" Reports	4

Detention Center	
Average Daily Population	409
Average Daily Population Capacity Percentage	164.0%
Total Number of Meals Served	40,988
Litter Crew: Total Miles Cleaned/Cleared	22
Litter Crew: Total Number of Trash Bags Processed	848
Litter Crew: Total Number of Tires Removed	76

Communications Center	
Average Daily Calls for Service	1,049
Total Calls for Assistance	32,533

Animal Control	
Average Daily Calls for Service	23
Total Calls for Service	710
Total Number of Animals Collected/Transported	205
Total Number of State Tickets/Arrest Warrants	23
Total Number of County Ordinance Tickets/Warnings Issued	12/151
Traffic Stops/Reports Written	25/29
Large Animal Calls	29

Forensics	
Total Individual Analysis Completed	2,573
Total Number of Evidence Pieces Collected	957
Total Number of Evidence Pieces Processed	920
Total Number of CSI Calls	207
Total Number of Photos Taken	5,693
Total Number of Finger Prints Collected	256

Records and Judicial Order	
Total Number of Civil Papers Received	1,282
Total Number of Civil Papers Served	1,078
Total Number of Warrants Received	470
Total Number of Warrants Served	323