



AGENDA
ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
Tuesday, October 5, 2021 at 6:00 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. RESOLUTIONS/PROCLAMATIONS

a. **R2021-046** A proclamation declaring October as “Disability Employment Awareness Month” and other matters related thereto

The Hon. Tommy Dunn (allotted 5 minutes)

b. **R2021-047** a Resolution to honor and recognize the Young Marines youth program for its work strengthening youths in Anderson County and across the country.

The Hon. Brett Sanders (allotted 5 minutes)

3. ADJOURNMENT

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, October 5, 2021 at 6:30 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Hon. Brett Sanders

3. APPROVAL OF MINUTES

September 21, 2021

4. CITIZENS COMMENTS

Agenda Matters Only

5. ORDINANCE THIRD READING

a. **2021-053** An ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 15.44 acres from to R-20 (Single Family Residential) to R-A (Residential -Agricultural) on a parcel of land, identified as 417A Big Woods Cir in Bowling Green Precinct shown in Deed Book 9170 page 00035. The parcel is further identified as TMS 198-00-05-038

Ms. Alesia Hunter (allotted 5 minutes)

Tommy Dunn
Chairman, District Five

John B. Wright, Jr.
District One

Ray Graham
District Three

M. Cindy Wilson
District Seven



Brett Sanders
V. Chairman, District Four

Glenn Davis
District Two

Jimmy Davis
District Six

Vacant
Clerk to Council

Rusty Burns
County Administrator



b. 2021-054 An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 8.18 acres from C-2 (Highway Commercial District) to I-2 (Industrial Park District) on a parcel of land identified as 4610 Liberty Hwy, Anderson in the Five Forks Precinct shown in Deed Book 15407 page 00244. The parcel is further identified as TMS#92-00-06-016;

Ms. Alesia Hunter (allotted 5 minutes)

c. 2021-055- An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 48.56 acres from C-2 (Commercial District) & I-1 (Industrial District) to IZD (Innovative Zoning District) on three parcels of land on Welpine Road in Denver-Sandy Springs Precinct shown in Deed Book 12169 page 238, Deed Book 11541 page 243 & Deed Book 12932 page 241. The parcels are further identified as TMS#93-00-03-002, TMS#92-00-08-006 & TMS #92-03-01-018.

Ms. Alesia Hunter (allotted 5 minutes)

d. 2021-056 An Ordinance to amend section 2-37 of the code of ordinances, Anderson county, South Carolina, so as to allow Anderson County council members to participate in meetings from remote locations by electronic means; and other matters related thereto. **(PUBLIC HEARING –THREE MINUTE TIME LIMIT)**

Mr. Rusty Burns (allotted 5 minutes)

e. 2021-052 An ordinance authorizing a fee-in-lieu-of-tax arrangement on behalf of Glen Raven Custom Fabrics, LLC (the “Company”) pursuant to a fee-in-lieu-of-tax agreement between Anderson county, South Carolina (the “county”) and the company; authorizing a 5-year extension of the investment period for all investments over the minimum investment requirement; authorizing the granting of certain infrastructure credits to the company; authorizing the creation of a joint county industrial and business park with Greenville County; and other matters relating to the foregoing. **(PUBLIC HEARING –THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

6. ORDINANCE SECOND READING: None

7. ORDINANCE FIRST READING

a. 2021-057 An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 20.5 acres from C-2 (Highway Commercial District) to I-2 (Industrial Park District) on a parcel of land, identified as Highway 81 North & Evergreen Rd in the North Pointe Precinct shown in Deed Book 4293 page 163. The parcel is further identified as TMS #144-00-04-008.

Ms. Alesia Hunter (allotted 5 minutes)

b. 2021-058 An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 16.22 acres from C-2 (Highway Commercial District) & R-15 (Single Family Residential) to R-M (Multifamily Residential) on a parcel of land, identified as Royal American Rd and Driftwood Way, in the Denver-Sandy Springs Precinct shown in Deed Book 2462 page 186. The parcel is further identified as TMS #93-02-02-060, TMS #93-02-02-062, and TMS #93-02-02-063.

Ms. Alesia Hunter (allotted 5 minutes)



- c. **2021-060** An Ordinance to amend the 2010 joint county industrial and business park agreement with Greenville County, South Carolina so as to enlarge the park, and other matters relating thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- d. **2021-061** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and a company known to the county at this time as Project Equinox with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; and other matters related thereto. (**TITLE ONLY**)

Mr. Burriss Nelson (allotted 5 minutes)

8. **RESOLUTIONS:** None

9. **BID APPROVAL:**

- a. 22-012 Waste Handling Track Type Dozer
- b. 22-014 Aluminum Boat

Mr. Robert Carroll (allotted 5 minutes)

10. **APPOINTMENTS:** None

11. **REQUESTS BY COUNCIL**

- a. Angel's Elite Modeling Troupe-All Districts

12. **ADMINISTRATOR'S REPORT**

13. **CITIZENS COMMENTS**

Non-Agenda Matters

18. **REMARKS FROM COUNCIL**

19. **ADJOURNMENT**

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures in order to participate in this program, service or activity please contact the office of the program, service or activity as soon as possible but no later than 24 hours before the scheduled event. For assistance, please contact the Clerk to Council at (864) 260-1036.

State of South Carolina

Governor's Proclamation

- WHEREAS, South Carolinians with disabilities have the same aspirations to competitively work and contribute to their communities as everyone else; and
- WHEREAS, business and community leaders have called for a diverse and capable work force to further advance the economy of the Palmetto State; and
- WHEREAS, the support and cooperation of all people are needed to reduce the attitudinal and physical barriers that hinder full acceptance of people with disabilities and their rightful place in employment; and
- WHEREAS, Employment First, that employment in the general workforce is the first and preferred outcome in the provision of publicly funded services for all working age citizens with disabilities regardless of level of disability, is implemented in all areas of service provision and delivery for people with disabilities; and
- WHEREAS, National Disability Employment Awareness Month recognizes that individuals with disabilities are capable, contributing members of society worthy of full access and inclusion in South Carolina's workforce.

NOW, THEREFORE, I, Henry McMaster, Governor of the great State of South Carolina, do hereby proclaim October 2021 as

DISABILITY EMPLOYMENT AWARENESS MONTH

throughout the state and encourage all South Carolinians to work together to advance the message that people with disabilities are equal to the task.



A handwritten signature in black ink, appearing to read "Henry McMaster".

HENRY McMASTER
GOVERNOR
STATE OF SOUTH CAROLINA

RESOLUTION R2021-047

A RESOLUTION TO HONOR AND RECOGNIZE THE YOUNG MARINES YOUTH PROGRAM FOR ITS WORK STRENGTHENING YOUTHS IN ANDERSON COUNTY AND ACROSS THE COUNTRY.

WHEREAS, the Young Marines is a national nonprofit youth program for boys and girls, ages eight through high school, focused on leadership, citizenship through community service, self-discipline, and living a healthy, drug-free lifestyle; and

WHEREAS, in 1959, several former Marines in Waterbury, Connecticut organized a group for boys with a goal of mirroring the values of the Marine Corps, offering leadership training and other life skills, and this group formed the bedrock of the organization known today as the Young Marines; and

WHEREAS, since the Young Marines' humble beginnings in 1959 with one unit and a handful of boys, the organization has grown to over 235 units with 7,500 youth and 2,500 adult volunteers in 40 states, the District of Columbia, Japan, and affiliates in other countries; and

WHEREAS, the Young Marines are active in Anderson County and in the State of South Carolina with many dedicated youth participants and adult volunteers.

NOW, THEREFORE, BE IT RESOLVED that the Anderson County Council hereby expresses its appreciation to the Young Marines for their positive contributions to the lives of youths in Anderson County, and, in so doing, improving the life of our community as a whole.

RESOLVED in a meeting duly assembled this 5th day of October, 2021.

FOR ANDERSON COUNTY

ATTEST

Brett Sanders
County Council Vice-Chairman
District Four

Rusty Burns
County Administrator

Janie L. Turmon
Assistant Clerk to Council

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
SEPTEMBER 21, 2021

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
RAY GRAHAM
BRETT SANDERS
JOHN WRIGHT
CINDY WILSON
JIMMY DAVIS
GLENN DAVIS

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
JANIE TURMON

1 TOMMY DUNN: It's six o'clock, so
2 we'll get started with our special presentation meeting
3 of Anderson County Council of September 21st. I'd like
4 to welcome each and every one of y'all here. And thank
5 y'all for coming out tonight.

6 We'll get started, first of all, with Resolutions
7 and Proclamations. This will be Resolution R2021-042,
8 Mr. Wright. Councilman Wright.

9 JOHN WRIGHT: Yes, sir, thank you, Mr.
10 Chairman. I'd like to read tonight a resolution to
11 proclaim September 2021 as "Sickle Cell Disease
12 Awareness Month"; and other matters related thereto.

13 WHEREAS, Sickle Cell Disease is a chronic,
14 debilitating, inherited condition that affects
15 approximately 100,000 Americans - primarily African
16 Americans and Hispanic Americans; and

17 WHEREAS, one in 13 African Americans and
18 approximately one in 100 Hispanic-Americans carry the
19 gene for this disease; and

20 WHEREAS, while there is no cure, the most effective
21 treatment for Sickle Cell Disease patients is a blood
22 transfusion. Many patients are able to locate a blood
23 type match through donors of the same race or similar
24 ethnicity; and

25 WHEREAS, in order to make blood transfusions for
26 Sickle Cell Disease patients possible, our nation's
27 hospitals and medical centers must have a sufficient,
28 readily available blood supply;

29 WHEREAS, Anderson County is home to a number of
30 committed public service and private organizations
31 working to raise awareness of the importance of blood
32 donation, including the American Red Cross of Upstate
33 South Carolina;

34 WHEREAS, Sickle Cell Disease Awareness Month
35 effectively serves to remind us of the need to
36 constantly replenish our nation's blood supply through
37 donation and community awareness, so that those in need
38 of a blood transfusion may receive one; and

39 WHEREAS, in honor of Sickle Cell Disease Awareness
40 Month, and throughout the year, the people of the
41 Upstate are urged to support local blood drives and
42 help to raise awareness of this disease and its
43 available treatments; and

44 WHEREAS, the American Red Cross, in its mission to
45 provide blood for all patients in need, encourages
46 diverse groups to partner to host blood drives
47 throughout the Upstate.

48 NOW, THEREFORE, BE IT RESOLVED that Anderson County
49 does hereby proclaim September 2021 as SICKLE CELL
50 DISEASE AWARENESS MONTH.

1 And Mr. Chairman, I'd like to put that in the form
2 of a motion.

3 TOMMY DUNN: Have a motion Mr. Wright
4 and second Ms. Wilson. Any discussion? All in favor
5 of the motion show of hands. All opposed like sign.
6 Show the motion carries unanimously.

7 I believe there's someone here to ---

8 JOHN WRIGHT: Yes, sir.

9 TOMMY DUNN: Step her up and council
10 step down.

11 JOHN WRIGHT: Absolutely.

12 **PRESENTATION OF RESOLUTION**
13 **APPLAUSE**

14 TOMMY DUNN: We're moving on now to
15 Resolution item number 2(b), Ms. Wilson.

16 CINDY WILSON: Thank you, Mr. Chairman.
17 Let me make sure this is working.

18 This is both a sad and a joyful resolution.

19 THIS IS A RESOLUTION TO HONOR THE LIFE AND SERVICE
20 OF FRANCIS M. CROWDER, SR.; AND OTHER MATTERS RELATED
21 THERETO.

22 WHEREAS, former Anderson County Councilman Francis
23 Marion Crowder, Sr. recently departed this world for
24 his eternal reward, thus concluding a lifetime of
25 service to his God and his community; and,

26 WHEREAS, Mr. Crowder's many years of service to
27 County Council District One included a term as the
28 Chairman of County Council; and,

29 WHEREAS, in his role as Chair of the County Council
30 Finance Committee, he used his lifetime of business
31 experience as well as his strength of character to
32 guide the fiscal well-being of our community through
33 times of great uncertainty in the face of national
34 economic turmoil; and

35 WHEREAS, Mr. Crowder was a tireless advocate and
36 champion for the East-West Parkway, spearheading
37 efforts to ensure that what could have been a mere
38 connector road became a valued community amenity rather
39 than a contributor to traffic congestion and blight;
40 and

41 WHEREAS, thanks to Mr. Crowder's advocacy, the East
42 West Parkway is a destination for bikers, walkers, and
43 families, complete with accessible multi-use pathways,
44 a park facility, security lighting, and all manner of
45 conveniences for pedestrians; and,

46 WHEREAS, we continue to bear the fruits of Mr.
47 Crowder's vision for the Parkway as work is completed
48 on extensions to the Parkway's trail network,
49 fulfilling his wish for a pedestrian connector of the
50 Civic Center with the AnMed Health Campus; and,

1 WHEREAS, we recognize that the totality of Mr.
2 Crowder's contributions to our community during his
3 long and productive lifetime can never be adequately
4 summarized, nor can mere words express the depth of our
5 respect and gratitude.

6 NOW, THEREFORE, BE IT RESOLVED that the Anderson
7 County Council hereby celebrates the life and service
8 of Francis M. Crowder, Sr., a friend, mentor, and
9 colleague to us all.

10 We extend our sympathies to his loving wife Marian
11 and their family, and thank them for allowing him to
12 share his gifts with us. We are all blessed to have
13 known Francis.

14 RESOLVED in a meeting duly assembled this 21st day
15 of September, 2021 for Anderson County.

16 May I put that in a motion?

17 TOMMY DUNN: Yes, ma'am. We have a
18 motion. Do we have a second?

19 JOHN WRIGHT: Second.

20 TOMMY DUNN: Second by Mr. Wright.

21 Any discussion? I'd just like to add to Ms. Wilson's
22 comments and resolution, Anderson County is a better
23 place for Mr. Crowder having served the community on
24 council and plus his other many, many endeavors he done
25 in his service to the county. Not only did I consider
26 Mr. Crowder a colleague of mine, I considered him a
27 friend. He helped us get through some tough budgets.
28 He was very conservative. And that's what Anderson
29 County needed at the time. He gave us, the county at
30 the time, he helped give us some credibility. And we
31 really appreciate his guidance and leadership as he
32 chaired the Finance Committee for many years while I
33 was chairman of council. And we do appreciate him and
34 we're going to miss him very, very much. Again, as Ms.
35 Wilson said, thank you and the family for allowing us
36 to do this. Ms. Crowder, thank you very, very much.
37 Anyone else? All in favor of the motion show of hands.
38 All opposed like sign. Show the motion carries
39 unanimously.

40 CINDY WILSON: If we may have everyone
41 down front.

42 **PRESENTATION OF RESOLUTION**
43 **APPLAUSE**

44 TOMMY DUNN: Before we move on to the
45 next item, Resolution (c), I failed to mention at the
46 start of the meeting, I want to recognize former
47 Councilman Tom Allen. We appreciate Mr. Allen being
48 here tonight. And thank you for coming, Mr. Allen. I
49 know you still miss out on all the fun we're having.
50 Some of those twelve and one o'clock meetings we used

1 to have.

2 So we'll be moving on now to item number 2(c),
3 Resolution R2021-044, Mr. Jimmy Davis. Councilman.

4 JIMMY DAVIS: Thank you, Mr. Chair.

5 THIS IS A RESOLUTION TO HONOR THE LIFE OF COL.
6 DONALD DANIEL DURHAM, U.S.A.R.; AND OTHER MATTERS
7 RELATED THERETO.

8 WHEREAS, Donald Daniel Durham, known to his friends
9 and family as "Danny", was a lifelong resident of the
10 White Plains Community, receiving his education at the
11 Wren schools before obtaining both a Bachelor's and a
12 Master's degree from Clemson University; and,

13 WHEREAS, while at Clemson, Mr. Durham was a member
14 of the Reserve Officer Training Corps and served a
15 brief stint on active duty before settling into his
16 extended service as a member of the United States Army
17 Reserves, retiring with the rank of Colonel; and,

18 WHEREAS, Mr. Durham's service to his country was
19 paralleled by his service to his church and his
20 community. He became an elder in the Guthrie Grove
21 Church of God of Abrahamic Faith in 1985, giving voice
22 and works to his deep and abiding faith as well as
23 his generous servant's heart; and

24 WHEREAS, Mr. Durham's commitment to his community
25 was made manifest through his service as Chairman of
26 the Board for the Pelzer Rescue Squad, guiding the unit
27 through difficult times marked by county population
28 growth and changes in the health care industry. He
29 directed and oversaw the squad's expanded service as
30 they opened a second station in the Wren area and then
31 assumed responsibility for providing service to the
32 Powdersville area after a previous EMS operator ceased
33 operations; and

34 WHEREAS, Mr. Durham continued his service with the
35 Pelzer Rescue Squad up until his sudden passing on
36 September 9, 2021; and,

37 WHEREAS, the Anderson County Council wishes to
38 express its deepest appreciation to Mr. Durham and
39 celebrate all the things he accomplished as a public
40 servant; and,

41 WHEREAS, the Council wishes further to extend its
42 sincere condolences to his surviving family, including
43 his wife Holly, mother Margaret Virginia Elrod Durham,
44 children and grandchildren;

45 NOW, THEREFORE, BE IT RESOLVED that the Anderson
46 County Council hereby celebrates the life and legacy of
47 Col. Dan Durham. We thank him for all he did to keep
48 his nation and community safe from harm, and we thank
49 his family for supporting his lifelong efforts to make
50 Anderson County such a warm and wonderful place to

1 live.

2 THIS BEING RESOLVED in a meeting duly assembled
3 this 21st day of September, 2021 for Anderson County.

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

5 CINDY WILSON: Second.

6 TOMMY DUNN: We have a motion Mr.

7 Davis and second Ms. Wilson. Are there any discussion?

8 JIMMY DAVIS: Mr. Chair, may I?

9 TOMMY DUNN: Mr. Davis.

10 JIMMY DAVIS: I just want to say that
11 when you met Dan Durham, you met a friend. And we
12 cannot thank you, his family, enough for supporting him
13 because he was a champion for Anderson County. Not
14 just in the upper part of the county where we all live,
15 but for all of Anderson County. He was a fine person.
16 He was a friend. And he gave great advice to me when I
17 needed it the most. So I thank you and I'll miss him.
18 I know you will, too, but he was a great champion for
19 Anderson County. Thank you, Mr. Chair.

20 TOMMY DUNN: Thank you. Anyone else?

21 CINDY WILSON: And likewise.

22 TOMMY DUNN: And I'd also like to add
23 to that likewise. Mr. Durham was a true gentleman and
24 I enjoyed many conversations with him. And he will be
25 greatly missed. But we do appreciate what all he done
26 for Anderson County. And he made Anderson County a
27 better place to live.

28 All in favor of the motion show of hands. All
29 opposed like sign. Show the motion carries
30 unanimously. Mr. Davis.

31 JIMMY DAVIS: If you would, please.

32 **PRESENTATION OF RESOLUTION**

33 **APPLAUSE**

34 TOMMY DUNN: Thank everybody for
35 coming out for this part of our meeting. We're going
36 to adjourn. We'll go back into session at 6:30 to
37 start our regular council meeting of September 21st.
38 Thank y'all.

39

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

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
SEPTEMBER 21, 2021

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
RAY GRAHAM
BRETT SANDERS
JOHN WRIGHT
CINDY WILSON
GLENN DAVIS
JIMMY DAVIS

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
JANIE TURMON

1 TOMMY DUNN: I'd like to call the
2 council meeting of September 21st to order. I'd like
3 to welcome each and every one of y'all here tonight.
4 And thank y'all for coming. Want to give a special
5 welcome to the folks from Oakwood Christian School.
6 Thank y'all for being here. Enjoy your time.
7 BRETT SANDERS: Did you say enjoy?
8 TOMMY DUNN: Yeah. Somebody's got to.
9 Make the best out of it. It's either that or cry
10 sometime. But again, we want to welcome everyone.
11 Thank you for coming.
12 We're going to move on. First of all, I'd like to
13 ask the Honorable Councilman Glenn Davis if he would
14 lead us in the invocation and pledge of allegiance. If
15 we'd all rise, please.
16 **INVOCATION AND PLEDGE OF ALLEGIANCE BY GLENN DAVIS**
17 TOMMY DUNN: Now moving on to item
18 number 3, approval of the September 7th minutes. Are
19 there any corrections to be made to those?
20 CINDY WILSON: May I, Mr. Chairman?
21 TOMMY DUNN: Ms. Wilson.
22 CINDY WILSON: On page 9, line 5, Mr.
23 Caime's name is spelled C-A-I-M-E, I believe. And on
24 line 39 at the inaudible that's in parenthesis, that
25 would be delayed. And on page 28, line 15 where it
26 says inaudible, the word one to be inserted. So I make
27 the motion to approve with these changes.
28 TOMMY DUNN: Ms. Wilson makes the
29 motion to accept the minutes with those corrections.
30 Do we have a second? Anyone else? All in favor of the
31 motion show of hands. All opposed like sign. Show the
32 motion carries unanimously.
33 We're going to move on now to item number 4,
34 citizens comments. When Mr. Harmon calls your name,
35 please step forward and state your name and district
36 for the record and address the chair, please. You've
37 got three minutes. Please keep items on agenda items
38 only on this first go-around. Mr. Harmon.
39 LEON HARMON: Mr. Chairman, no one is
40 signed up to speak at this point in the meeting.
41 TOMMY DUNN: Thank you, Mr. Harmon.
42 Moving on to item number 5. We've going to have a
43 report from the Public Safety Committee meeting that
44 was held on September 13, 2021 from Chairman Graham.
45 Mr. Chairman.
46 RAY GRAHAM: Thank you, Mr. Chairman.
47 On September 13th we had an update on Public
48 Safety. Basically, currently, at today's date, we're
49 twenty-one days into the new MS system. Naturally we
50 have went through several kinks in the system. Lots of

1 concerns through citizens that's brought basically
2 opinions to us where issues were being noticed with the
3 new system.

4 On the 13th we met with the current provider, laid
5 down some ground work, spoke back and forth as far as
6 how we're going to move forward from the 13th into
7 creating a system and making it better each day. A lot
8 of that has been implemented over this past week.
9 Naturally we're going to continue probably having
10 issues throughout as this system grows. And I would
11 just encourage each council member as you have concerns
12 from your citizens to bring them back to Public Safety.
13 The key is we need to address it immediately. That way
14 we continue moving forward in a positive manner.

15 Currently, today's date, for the ones that doesn't
16 know it, during peak hours the provided is required to
17 have seventeen ambulances in service. Today's date.
18 At one time I think we had up to twenty-one. So I mean
19 they're actually -- they were running into some issues
20 being able to provide those initially. But they seem
21 to be doing better as far as ensuring they've got the
22 correct staffing and moving forward in a positive
23 manner. We are watching this on a daily basis through
24 county employees with the EMS system, and also through
25 council members. And we'll just continue watching it.
26 And hopefully it's going to grow in a positive manner.

27 The QRVs themselves, all of those are in operation.
28 We're still in the process of getting on the average
29 about one of them wrapped a week due to the company
30 that's doing that. That's about what they -- it takes
31 them to do one. So you'll continue to see more and
32 more of those with the new wrap design out on the
33 streets, as well.

34 Haven't had no major hiccups on the QRV system. It
35 seems to be running well. Did have some adjustments on
36 the dispatch system early in the program. It seems to
37 be doing a lot better with that. Able to keep up with
38 the times better as far as ensuring that the correct
39 units are being dispatched at the proper time. We
40 still are having a few problems with making sure the
41 right ones is going to the right location and getting
42 them stages, but that's improving each day.

43 Mr. Chairman, that's all I've got on that unless a
44 council member has any specific questions concerning
45 that.

46 TOMMY DUNN: Mr. Chairman, I would
47 just like to point out, for whatever reason, especially
48 since we started this new system, our calls have went
49 up tremendously compared to what they was before and
50 compared to what they was this time last year. I'm not

1 making excuses. I'm just saying that's just a bona
2 fide fact. And we're having -- as you said, this
3 system is being monitored and watched. And if we need
4 to do something different, we will. But it is being
5 run -- I'm almost positive somebody told me, not this
6 past weekend, but the weekend before that, we had more
7 calls that weekend than they've had ever. And I think
8 it's been -- it hasn't since gotten more, but we're
9 having a lot more calls than we've had in the past.

10 RAY GRAHAM: That is correct, Mr.
11 Chairman. In fact, we -- it seems like everything that
12 we have this day in time, oh, that's COVID. COVID is
13 the reason. Every issue we have in life is COVID. You
14 know, I don't know if that's got a lot to play into it
15 or what, but you're right, the weekend -- I think it
16 was last weekend, that was the most high volume call
17 weekend we've had in Anderson County in our history
18 with it. So I mean it's definitely got an influx in
19 calls.

20 But again, to continue growing, and especially in a
21 positive manner to make sure we're taking care of, you
22 know, our citizens, any issues we have, it's very
23 important to truly bring those issues to Public Safety
24 or to Steve Kelly with the EMS system. That way it can
25 be immediately address. Because I've made this
26 statement over and over, we have to do this and operate
27 this county with the intentions of tomorrow being
28 better than it was today. And we've got to do that
29 every single day. Every day we've got -- our goal has
30 got to be better than it was the day before. And that
31 goes with the EMS system and everything else we do.

32 So again, any issues that any council members have,
33 that citizens brings, please forward them to us.

34 Thank you.

35 TOMMY DUNN: Thank you, Mr. Chairman.

36 Anybody have anything else?

37 BRETT SANDERS: Yes, sir, Mr. Chairman.

38 TOMMY DUNN: Mr. Sanders.

39 BRETT SANDERS: I would just like to
40 thank the Public Safety Committee for their hard work.
41 In implementing anything new, the key is to stay on top
42 and address issues as they arise. I think they're
43 doing a great job. I'd like to say, remember, without
44 change there's not progress. Thank you, guys.

45 TOMMY DUNN: Thank you, Mr. Sanders.

46 Anyone else?

47 Moving on. We're going to move on now to item
48 number 6. It's going to be a report from the ad hoc
49 committee, from the Sewer Ad Hoc Committee. Chairman
50 Sanders.

1 BRETT SANDERS: Thank you, Chairman Dunn.
2 Can you hear me?
3 Okay. Our Sewer Ad Hoc Committee met on 9/13/21.
4 One of the issues that we made a motion on was to allow
5 the Wastewater Department Manager, along with the
6 county attorney, to develop an annexation policy
7 regarding county wastewater service and an annex
8 station by municipalities. They voted unanimously to
9 allow them to come up with a plan and bring it back
10 before the Sewer Ad Hoc Committee before voting to send
11 to council.
12 We also made a motion or voted on to send before
13 council the -- to mothball Six & Twenty Wastewater
14 Treatment Plant. This will allow the flow into the
15 Rocky River waste treatment, the Beaver Dam trunk line,
16 it will save the taxpayers a lot of money. It will
17 protect some of our smaller streams. And it will allow
18 growth and future expansion in the 81 area. And that
19 comes before this council as unanimous from the Sewer
20 Ad Hoc Committee.
21 TOMMY DUNN: We need to vote on that
22 then.
23 BRETT SANDERS: Yes, sir.
24 TOMMY DUNN: Coming from the ad hoc
25 committee, it doesn't need a second. So we've got a
26 motion on the floor. Do we have any discussion?
27 CINDY WILSON: Just a quick comment,
28 please.
29 TOMMY DUNN: Ms. Wilson.
30 CINDY WILSON: We know that we do have
31 concerns with the annexation where the county sewer
32 territory is concerned and the cost that the county has
33 already incurred, and the concerns that zoning that had
34 been in place for more than twenty years. It's not
35 just a matter of annexation, it's a matter of literally
36 busting neighborhoods and going really high density in
37 a low density area. So those are some of the concerns.
38 And I've met some with Mr. Singleton. There are
39 some opportunities to build out lines in the 81 area.
40 And we'll get together to go over some of those soon.
41 Thank you.
42 TOMMY DUNN: Thank you. Anyone else?
43 GLENN DAVIS: Yes, sir, Mr. Chairman.
44 TOMMY DUNN: Mr. Davis.
45 GLENN DAVIS: Mr. Sanders, some of the
46 citizens out there may not understand the term
47 mothball.
48 BRETT SANDERS: Yeah. The Six & Twenty
49 Treatment Plant, instead of closing it down totally, I
50 think Mr. Davis and some other council members, we will

1 take it offline on that treatment, but it can be used
2 to treat septic waste, along with the possibility of
3 like some grease traps and things for other
4 restaurants. I think right now you either go to
5 Greenville or the upper part of the county. And
6 instead of shutting it down totally, it will allow the
7 county to still generate revenue off of that land.

8 TOMMY DUNN: I'd also like to add the
9 -- Anderson County, the citizens, need a place for
10 septic tank. We don't have nowhere in Anderson County
11 to take it.

12 JIMMY DAVIS: Mr. Chair, if I may ---
13 TOMMY DUNN: Mr. Davis.
14 JIMMY DAVIS: --- expand on that? You
15 know, above Highway 8 there's nowhere -- the county has
16 nowhere for citizens for septic and/or port-a-john
17 waste below Highway 8. Above Highway 8 they can go to
18 ReWa if they so choose to. So this will provide, with
19 all of the ---

20 TOMMY DUNN: If you would -- because
21 they will not accept nothing below Highway 8.

22 JIMMY DAVIS: That's correct, because
23 of their territory. So with all the development we
24 have going on within Anderson County, we need a
25 reliable and a viable place to deposit those septic and
26 port-a-john wastes, which has to be treated very
27 carefully because it's known to have a lot more
28 contaminants in it. That's why it's important to have
29 a place in Anderson County that we can control that has
30 a place that this type of waste can go.

31 Mr. Sanders mentioned grease trap waste. Right now
32 there's nowhere in Anderson County for grease trap
33 waste to go but in the sewer, which kind of hurts our
34 current process. Right now a lot of people, if they
35 choose to recycle their grease, they're going over into
36 Georgia. Somebody is making the dollar over there
37 instead of it staying in Anderson County. So this is
38 one of the ideas we had. And it's going -- we've got
39 to figure out a way to handle this waste in Anderson
40 County, whether it be the Six & Twenty Plant or
41 somewhere else. But as growth comes, we've got to
42 figure out how to handle the waste.

43 Thank you, Mr. Chairman.

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

47 Mr. Sanders.

48 BRETT SANDERS: Yes, sir, Mr. Chairman.
49 We also discussed the American Rescue Plan Act, some
50 funding that we had. We made a motion on eight

1 actually sewer projects. Instead of going through each
2 one individually, everyone had a copy in their packets,
3 as well, but for the people here in attendance, it was
4 a total cost of thirty-one million three hundred and
5 three thousand five hundred and thirty-two dollars that
6 we voted unanimously to send it to the Finance
7 Committee to look over the numbers and for the Finance
8 Committee's approval. And that was pretty much it on
9 the Sewer Ad Hoc Committee for September the 15th.

10 TOMMY DUNN: Thank you, Mr. Sanders.
11 Appreciate your report.

12 We're going to be moving on now to item number 7.
13 And low and behold, you get to be a star again. This
14 will be Chairman Sanders reporting from the Finance
15 Committee meeting held on September 20th of 2021.
16 Chairman Sanders.

17 BRETT SANDERS: Yes, sir. Thank you,
18 sir.

19 From the Finance Committee meeting on September --
20 was it the 15th? -- 20th, September 20th, we went over
21 -- we had a request from our library that was to allow
22 us to fund hotspots. And I was amazed to find out that
23 over eighteen thousand people in the local area do not
24 have internet service. And by providing twenty-two
25 thousand nine hundred and seventy-two dollars, we'll be
26 able to fund a hotspot program for a two-year pilot.
27 And this fund was actually requested through ARPA, but
28 we found ways to pay for it through millage. So we
29 voted on this. And we bring this before council,
30 unanimously, from the Finance Committee.

31 TOMMY DUNN: Coming from the Finance
32 Committee, it doesn't need a second. Open the floor up
33 for discussion now. Any discussion? All in favor of
34 the motion show of hands. All opposed like sign. Show
35 the motion carries unanimously. Mr. Chairman.

36 BRETT SANDERS: Yes, sir. These may not
37 be in order actually as to the meeting, but we also
38 made a motion to accept some transfers. Most of it was
39 -- there were some transfers from the prior budget that
40 actually got carries over that we voted to move forward
41 on this budget. There was some special population
42 things, some internet, providing the sheriff's
43 department with more cell phones, some increase in
44 insurance costs. And basically some of those
45 transfers, we went through them individually and
46 discussed them in the committee and send it before
47 council as unanimous to accept those transfers as
48 submitted.

49 TOMMY DUNN: We have a motion on the
50 floor. Again, coming from the Finance Committee, it

1 doesn't need a second. Are there any discussion?
2 Seeing and hearing none, all in favor of the motion
3 show of hands. All opposed like sign. Show the motion
4 carries unanimously.

5 Mr. Chairman.

6 BRETT SANDERS: Yes, sir, Mr. Chairman.
7 We also had an executive session on some contractual
8 matters that we actually brought before the committee
9 and discussed them. And it was to fund a seventy-five
10 thousand dollar project to get to work, to help people
11 get a ride to work. We discussed and tried to use
12 buses, but with different times of starting jobs for
13 different companies, we're partnering with Uber to work
14 with our industries to help them get employees to work
15 which I think -- and I think the committee, as well --
16 I think it shows that we support our local industries.
17 We're here to work with them and help them.

18 This money will be managed through the Economic
19 Development Office. And I believe that once we get
20 this up and going, we'll see other companies that want
21 to come in and partner with us. And hopefully it's
22 something we can build on to provide rides for
23 employees, quality employees to some of the great
24 economic development things that Mr. Nelson and his
25 team are bringing in. And that also was voted on
26 unanimously from the Finance Committee. And I put that
27 in the form of a motion before council.

28 TOMMY DUNN: We have a motion. Again,
29 doesn't need a second coming from the Finance
30 Committee. Any discussion? I'd just like to say --
31 and I'm all for helping our companies and industries
32 but more -- this is going to be more and just as
33 important helping our citizens that needs a way to get
34 to a job, to help them get a leg up and have a good
35 job. So that's what's going to be more important to
36 me.

37 BRETT SANDERS: I think it's going to be
38 a good program that we'll see that some of our
39 industries and businesses in here -- in the county will
40 actually contribute to and kind of form a partnership
41 in something that we can sustain longer.

42 TOMMY DUNN: Thank you. Anyone else?
43 All in favor of the motion show of hands. All opposed
44 like sign. Show the motion carries unanimously.

45 Mr. Chairman.

46 BRETT SANDERS: And finally, we had from
47 the Sewer Ad Hoc Committee, the American Rescue Plan
48 Act, or the ARPA funding came before us. It was a 39.3
49 million dollars in funding. I think council and
50 administration, we had talked about doing

1 infrastructure work, sewer, some broadband, things of
2 that nature, some point projects with Pendleton and
3 Clemson and our self on the wastewater treatment plant
4 that will increase capacity and allow our county to
5 continue to grow.

6 There was six projects for a total of 31.3 million
7 that I mentioned earlier, that's in your packet.
8 There's two hundred and fifty thousand going to some of
9 our non-profits that are stepping up with the COVID and
10 other issues going on and helping provide the
11 community. Again, the joint sewer project or
12 wastewater treatment with Pendleton, Clemson and
13 Oconee, some funding for the solicitor's office, the
14 public defender. It was a 5.3 million dollar reduce in
15 revenue that goes to the general fund balance which
16 will help us maintain our -- what do they call that?
17 Ms. Davis? The fund balance base. We have to keep
18 certain months there. That will keep us up into the
19 three month plus fund balance, and will allow us to
20 maintain our excellent bond rating.

21 And there is a remainder of 1.6 million there that
22 will be -- come back before, but will be used hopefully
23 for broadband, some work at 1428 Pearman Dairy facility
24 that we're moving into to help the sheriff acclimate
25 and move in. And also some things for the Civic
26 Center, a generator for the Civic Center. So all those
27 come before council in the form of a motion unanimously
28 from the Finance Committee.

29 TOMMY DUNN: We have a motion. Again,
30 coming from the Finance Committee, it doesn't need a
31 second. Any discussion? I'd just like on one of the
32 things to add the solicitor's office has not, since
33 I've been on council, as far as Mr. Wagner has been in
34 office, hasn't asked for no increase. And I want to
35 make sure everybody understands, this is a one-time
36 money. But also if we don't get this, he's going to
37 have to either lay off some people or do something.
38 This is very important to his office. And it's just as
39 important to prosecute people and get them out of jail
40 as it is to lock somebody up. It's a two-fold thing.
41 Needs are very good on this, so we don't come back and
42 have to raise taxes. This is, I think, well spent and
43 deserved. Anyone else? All in favor of the motion
44 show of hands. Opposed like sign. Show the motion
45 carries unanimously.

46 Mr. Chairman.

47 BRETT SANDERS: That's it.

48 TOMMY DUNN: Okay. Moving on to item
49 number 8(a), third reading, 2021-051, an ordinance to
50 amend the agreement for development of a joint county

1 industrial and business park by and between Greenville
2 county and Anderson county, South Carolina, so as to
3 include additional property in Greenville County as
4 part of the joint county industrial and business park,
5 and other matters relating thereto.

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

7 CINDY WILSON: So moved.

8 TOMMY DUNN: Motion Ms. Wilson. Do we
9 have a second?

10 BRETT SANDERS: Second.

11 TOMMY DUNN: Second by Mr. Sanders.

12 Now discussion. This is third reading. We've done
13 talked about this twice. This is a park that we do
14 this sort of hand-in-hand to help Greenville out.
15 Greenville does the same thing with us. We get a few
16 things. This ain't no jobs for Anderson. But like I
17 say, they do help us. Helps them be able to get a fee
18 in lieu of. It's a way to get that accomplished, to
19 put this in this park. And that's what this is all
20 about. Like I said, we've done voted on this twice and
21 discussed it twice. Ain't a whole lot explaining to
22 it. You got anything to add to that, Mr. Nelson?

23 BURRISS NELSON: That was a perfect
24 explanation.

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

28 We're going to move on to item number 9(a), second
29 readings, 2021-053, an ordinance to amend Ordinance
30 #99-004, the Anderson County Zoning Ordinance, as
31 adopted July 20, 1999 by amending the Anderson County
32 Official Zoning Map to rezone +/- 15.44 acres from to
33 R-20 (Single Family Residential) to R-A (Residential
34 Agricultural) on a parcel of land identified as 417A
35 Big Woods Cir in Bowling Green Precinct shown in Deed
36 Book 9170 page 00035. The parcel is further identified
37 as TMS 198-00-05-038. Do we have a motion to move this
38 forward?

39 CINDY WILSON: So moved.

40 TOMMY DUNN: Motion Ms. Wilson. We
41 have a second by Mr. Sanders. Any discussion? Ms.
42 Hunter, you have anything? You good? All in favor of
43 the motion show of hands. All opposed like sign. Show
44 the motion carries unanimously.

45 We're going to be moving on to item number 9(b),
46 2021-053 (verbatim), an Ordinance to amend Ordinance
47 #99-004, the Anderson County Zoning Ordinance, as
48 adopted July 20, 1999 by amending the Anderson County
49 Official Zoning Map to rezone +/- 8.18 acres from C-2
50 (Highway Commercial District) to I-2 (Industrial Park

1 District) on a parcel of land identified as 4610
 2 Liberty Hwy, Anderson in the Five Forks Precinct shown
 3 in Deed Book 15407, page 00244. The parcel is further
 4 identified as TMS #92-00-06-016.

5 Do we have a motion to move this forward?

6 BRETT SANDERS: So moved.

7 TOMMY DUNN: Motion Mr. Sanders. Do
 8 we have a second?

9 CINDY WILSON: Second.

10 TOMMY DUNN: Second Ms. Wilson. Any
 11 discussion?

12 RAY GRAHAM: Mr. Chairman?

13 TOMMY DUNN: Mr. Graham.

14 RAY GRAHAM: You stated on that 2021-
 15 053. It's actually 054 on (b).

16 TOMMY DUNN: Let the record show I'm
 17 to be corrected by Mr. Graham for what he just said.
 18 Anything else? Ms. Hunter, do you have anything?
 19 Everything good? All in favor of the motion show of
 20 hands. All opposed like sign. Show the motion carries
 21 unanimously.

22 Moving on to item number (c), 2021-055, an
 23 Ordinance to amend ordinance zoning ordinance or zoning
 24 map. And I believe Mr. Sanders is going to recuse
 25 himself on this.

26 BRETT SANDERS: Yes, sir. Thank you.

27 TOMMY DUNN: Thank you. This is an
 28 ordinance to amend ordinance #99-004, the Anderson
 29 County Zoning Ordinance, as adopted July 20, 1999, by
 30 amending the Anderson County Official Zoning Map to
 31 rezone +/- 48.56 acres from C-2 (Commercial District) &
 32 I-1 (Industrial District) to IZD (Innovative Zoning
 33 District) on three parcels of land on Welpine Road in
 34 Denver-Sandy Springs Precinct shown in Deed Book 12169
 35 page 238, Deed Book 11541 page 243 & Deed Book 12932
 36 page 241. The parcels are further identified as TMS
 37 #93-00-03-002, TMS #92-00-08-006 & TMS #92-03-01-018.

38 Do we have a motion to move this forward?

39 CINDY WILSON: So moved.

40 TOMMY DUNN: Motion Ms. Wilson. Do we
 41 have a second?

42 JIMMY DAVIS: Second.

43 TOMMY DUNN: Second Mr. Davis. Any
 44 discussion? Seeing and hearing none, all in favor of
 45 the motion show of hands. All opposed like sign. Show
 46 the motion carries unanimously. Will you ask Mr.
 47 Sanders to step back in, unfortunately.

48 We'll move on now to item -- again, this is a
 49 second reading. This will be item number 9(d),
 50 2021-056, an Ordinance to amend section 2-37 of the

1 code of ordinances, Anderson county, South Carolina, so
2 as to allow Anderson County council members to
3 participate in meetings from remote locations by
4 electronic means; and other matters related thereto.
5 Do we have a motion to move this forward?

6 BRETT SANDERS: So moved.

7 TOMMY DUNN: Motion Mr. Davis and
8 second Mr. Sanders. Any discussion? All in favor of
9 the motion show of hands. Opposed like sign. Show the
10 motion carries unanimously.

11 We're going to move on to item number 10, ordinance
12 first reading, ordinance 2021-059, an Ordinance to
13 amend the Code of Ordinances, Anderson County, South
14 Carolina, by repealing portions of Articles II and III
15 of Chapter 30 (Emergency Services) and adding new
16 provisions to Articles II and III related to the
17 provision of emergency medical services in Anderson
18 County; and other matters related thereto.

19 This is in title only. Do we have a motion to put
20 this on the floor?

21 CINDY WILSON: So moved.

22 TOMMY DUNN: Motion Ms. Wilson. Do we
23 have a second?

24 JIMMY DAVIS: Second.

25 TOMMY DUNN: Second Mr. Davis.

26 Mr. Harmon, do you want to just give a little
27 overview of this for the citizens? I'm sure this is
28 tidying up since we went into our new system of EMS
29 providing.

30 LEON HARMON: That's correct, Mr.
31 Chairman. We are making revisions to Articles II and
32 III of Chapter 30 to track how we now operate our EMS
33 system. We're taking out some of the old provisions
34 that no longer apply. And we will have language for
35 that for a second reading at the next meeting.

36 TOMMY DUNN: Any more discussion?
37 Hearing and seeing none, all in favor of the motion
38 show of hands. All opposed like sign. Show the motion
39 carries unanimously.

40 We're going to move on now to item number 11. This
41 is Resolution 11(a), R2021-045, a Resolution (1)
42 authorizing pursuant to Title 12, Chapter 44 of the
43 Code of Laws of South Carolina 1976, as amended, the
44 execution and delivery of an amendment to that certain
45 amended & restated fee-in-lieu of ad valorem taxes and
46 economic development agreement, by and between Anderson
47 County, South Carolina, One World Technologies, Inc.,
48 as sponsor, and certain sponsor affiliates; (2)
49 designating and approving additional sponsor affiliates
50 in satisfaction of the requirements of Title 12,

1 Chapter 44 of the Code of Laws of South Carolina 1976,
2 as amended, so as to allow the sponsor affiliates to
3 qualify for benefits pursuant to the existing
4 fee-in-lieu of ad valorem taxes and economic
5 development agreement, by and between Anderson County,
6 South Carolina, One World Technologies, Inc., as
7 sponsor, and certain sponsor affiliates; and (3) other
8 matters related there. Do we have a motion to put this
9 on the floor?

10 CINDY WILSON: So moved.
11 TOMMY DUNN: Motion Ms. Wilson. Do we
12 have a second?

13 RAY GRAHAM: Second.
14 TOMMY DUNN: Second Mr. Graham.

15 Mr. Nelson.

16 BURRISS NELSON: Mr. Chairman, thank you,
17 members of council.

18 TTI, as you know, since 2015 we've been working
19 with them on their growth and expansion out there and
20 they've grown rapidly. They're approaching spending
21 two hundred million dollars in capital investment and
22 approaching creating two thousand jobs out there at the
23 location at exit 27 on Highway 81 and 85. Annual
24 payroll will approach eighty-two million when they get
25 all two thousand employees onboard.

26 Over the last two years, TTI has either changed the
27 title work on two parcels or purchased seven other
28 parcels, adding 142.92 acres, as well as adding two
29 hundred and thirty thousand square feet of new
30 warehouse to the existing building and several other
31 facilities. They continue to grow, moving toward
32 building a million square foot operational,
33 manufacturing and warehouse facility on the back of
34 that property. And then they bought property at exit
35 32.

36 There's a list following this document in the book,
37 as well as two maps that show you the exact location of
38 all those parcels.

39 Of course, this comes to council as a
40 recommendation from the Economic Development staff, as
41 well as the Economic Development Advisory Board with a
42 recommendation. Thank you.

43 TOMMY DUNN: Any more discussion?
44 Everybody good? All in favor of the motion show of
45 hands. All opposed like sign. Show the motion carries
46 unanimously.

47 Mr. Nelson, thank you and the Economic Development
48 Board and your staff for what all y'all are doing for
49 Anderson County.

50 BURRISS NELSON: Certainly. Thank you for

1 your support.

2 TOMMY DUNN: Moving on to item number
3 12, bid approvals. There are none.

4 So we're going to move on to item number 13,
5 executive session. Do we have a motion to go into
6 executive session to receive legal advice regarding an
7 economic development project? Also, the Personnel
8 Committee, Chairman Davis, will give a committee report
9 on the meeting of September 20th on personnel matters
10 concerning a couple of county employees. And then we
11 will come out of executive session. We'll not take no
12 action in executive session. We'll come back out of
13 executive session and if there's anything to be voted
14 on, it'll be voted on then. Do we have a motion to
15 that effect?

16 CINDY WILSON: So moved.

17 BRETT SANDERS: So moved.

18 TOMMY DUNN: Motion Ms. Wilson; second
19 Mr. Sanders. All in favor of the motion show of hands.
20 All opposed like sign. Show the motion carries
21 unanimously. We'll go right back here. We'll be back
22 in a few seconds.

23 EXECUTIVE SESSION

24 CINDY WILSON: Mr. Chairman, make I make
25 the motion that we come out of executive session,
26 having received legal advice regarding an economic
27 development project and a report from the Personnel
28 Committee meeting on September 20, 2021, without any
29 action taken.

30 TOMMY DUNN: We have a motion. Do we
31 have a second?

32 BRETT SANDERS: Second.

33 TOMMY DUNN: Second Mr. Sanders. All
34 in favor of the motion show of hands. All opposed like
35 sign. Show the motion carries unanimously.

36 We've got two motions I think will be coming off
37 the floor. The economic development thing we took on,
38 hopefully next council meeting we'll have something to
39 vote on that. And I think that'll be good news for
40 Anderson County.

41 At this time, Mr. Davis.

42 JIMMY DAVIS: Thank you, Mr. Chair. At
43 this time I'd like to make a motion to approve the
44 recommendation made in executive session regarding a
45 personnel matter.

46 CINDY WILSON: Second.

47 TOMMY DUNN: And this is coming from
48 the Personnel Committee, so it really doesn't need a
49 second. But for the record, we'll let Ms. Wilson do
50 that. Are there any discussion? Hearing none and

1 seeing none, all in favor of the motion show of hands.
2 All opposed like sign. Show the motion carries
3 unanimously.
4 Moving on to item number 2, Mr. Graham.
5 RAY GRAHAM: Thank you, Mr. Chairman.
6 I make a motion to increase the administrator's salary
7 by 2.88 percent effective next payroll period.
8 CINDY WILSON: Second.
9 TOMMY DUNN: Have a motion by Mr.
10 Graham. And again, this coming from the Finance
11 Committee, it doesn't need a second. But for the
12 record, Ms. Wilson has seconded it.
13 RAY GRAHAM: It's not Finance.
14 TOMMY DUNN: I mean Personnel, I'm
15 sorry. Personnel Committee. Any discussion?
16 JIMMY DAVIS: Mr. Chair?
17 TOMMY DUNN: Mr. Davis.
18 JIMMY DAVIS: I just want to say words
19 of gratitude to Mr. Burns for all that he does for
20 Anderson County. I cannot imagine being in a council
21 seat without him at the helm of Anderson County as our
22 administrator. He continues to amaze me and show me
23 ways that I had never thought of, of how we can get
24 things done in Anderson County and not penalize the
25 taxpayers.
26 I mean, he is a true champion for Anderson County.
27 He's a true champion for the people -- and all people;
28 not just one group or another. He fights for all
29 people of Anderson County, and I greatly appreciate
30 him. Thank you, Mr. Chair.
31 TOMMY DUNN: Thank you. Anyone else?
32 CINDY WILSON: Likewise.
33 RAY GRAHAM: Absolutely.
34 TOMMY DUNN: Anyone else? I just want
35 to say, I think we'll call that off and call for the
36 question here because that's enough. His head is
37 getting so big now we won't get him out that door.
38 And the second thing is, Mr. Davis, I had the
39 distinct pleasure, me and Ms. Wilson -- or not pleasure
40 -- we did get to serve under an administrator that
41 wasn't Mr. Burns. And it's a lot better under Mr.
42 Burns. I can promise you that.
43 CINDY WILSON: Well, at least he hasn't
44 sued me yet.
45 TOMMY DUNN: That's right. All in
46 favor of the motion show of hands. All opposed like
47 sign. And I do want to add one thing to this. I think
48 -- I know other people -- I think it's a small token.
49 We'd like to do more, but we do at least want to show
50 our gratitude. It's been three years since we've done

1 something for Mr. Burns on his salary on this.
2 Moving on now to appointments. Does anyone have
3 any I'm not aware of?
4 Hearing none and seeing none, requests from council
5 members. Mr. Sanders.
6 BRETT SANDERS: Thank you, Mr. Chairman.
7 I would like to take one thousand dollars from my
8 special rec account for the junior golf tournament.
9 They're requested from all districts. I think the CVB
10 and that -- those two are one in the same.
11 TOMMY DUNN: One in the same, yes,
12 sir, my understanding.
13 BRETT SANDERS: I'd like to put that in
14 the form of a motion, please, sir.
15 TOMMY DUNN: Have a motion Mr.
16 Sanders. A second by Ms. Wilson. Any discussion? All
17 in favor of the motion show of hands. All opposed like
18 sign. Show the motion carries unanimously. Anything
19 else?
20 BRETT SANDERS: That's it, sir.
21 TOMMY DUNN: I think you've got one
22 more.
23 BRETT SANDERS: Oh, I do. I wrote it
24 down. Where did I write it?
25 TOMMY DUNN: I'll help you out.
26 BRETT SANDERS: It's the museum.
27 TOMMY DUNN: Hall of Fame Ceremony.
28 BRETT SANDERS: Hall of Fame.
29 TOMMY DUNN: Two hundred and fifty
30 dollars.
31 BRETT SANDERS: Two hundred and fifty
32 dollars.
33 TOMMY DUNN: All in favor of the
34 motion -- I mean second. We need a second.
35 JIMMY DAVIS: Second.
36 CINDY WILSON: Second.
37 TOMMY DUNN: Second by Mr. Wright.
38 All in favor of the motion show of hands. Opposed like
39 sign. Show the motion carries unanimously.
40 BRETT SANDERS: Thank you for your help,
41 sir.
42 TOMMY DUNN: I'm here to serve.
43 Whatever I can do to help you. And by the way, I have
44 been working your district, too, this week.
45 Mr. Davis.
46 JIMMY DAVIS: Thank you, Mr. Chair. At
47 this time I'd like to make a motion to appropriate from
48 the District 6 special recreation account two hundred
49 and fifty dollars to the Museum Hall of Fame.
50 TOMMY DUNN: We have a motion by Mr.

1 Davis. Have a second?
2 CINDY WILSON: Second.
3 TOMMY DUNN: Second Ms. Wilson. Any
4 discussion? All in favor of the motion show of hands.
5 BRETT SANDERS: The reason I think he
6 remembers, they're not recognizing you in that hall of
7 fame. They must be recognizing him.
8 TOMMY DUNN: All for the wrong
9 reasons, though. All in favor of the motion show of
10 hands. All opposed like sign. Show the motion carries
11 unanimously. Anything else, Mr. Davis?
12 JIMMY DAVIS: No, sir.
13 TOMMY DUNN: Mr. Glenn Davis.
14 GLENN DAVIS: Yes, sir. Thank you, Mr.
15 Chairman. I'd also like to make in the form of a
16 motion the junior golf tournament, a thousand dollars.
17 TOMMY DUNN: We have a motion by Mr.
18 Davis. Do we have a second?
19 CINDY WILSON: Second.
20 BRETT SANDERS: Second.
21 TOMMY DUNN: Second Mr. Brett Sanders.
22 Any discussion? All in favor of the motion show of
23 hands. All opposed like sign. Show the motion carries
24 unanimously. Anything else, Mr. Davis?
25 GLENN DAVIS: No, sir.
26 TOMMY DUNN: You good? Thank you.
27 Mr. Graham.
28 RAY GRAHAM: Thank you, Mr. Chairman.
29 I've got two I'm going to do at the same time if that's
30 okay.
31 TOMMY DUNN: Yes, sir.
32 RAY GRAHAM: Bring this in the form of
33 a motion, a thousand dollars to junior golf and also
34 two hundred and fifty dollars to the museum. I bring
35 this in the form of a motion.
36 CINDY WILSON: Second.
37 TOMMY DUNN: Second by Ms. Wilson.
38 Any discussion? All in favor of the motion show of
39 hands. All opposed like sign. Show the motion carries
40 unanimously. Anything else, Mr. Graham?
41 RAY GRAHAM: That's it.
42 TOMMY DUNN: You good? Mr. Wright.
43 JOHN WRIGHT: Thank you, Mr. Chairman.
44 I would also like to bring forth two and I'll bring in
45 one motion; a thousand dollars from the special rec
46 account for District 1 to the junior golf tournament
47 and two hundred and fifty dollars for the Anderson
48 County Museum Hall of Fame Ceremony.
49 CINDY WILSON: Second.
50 TOMMY DUNN: We have a motion Mr.

1 Wright; we have a second by Ms. Wilson. Any
2 discussion? Hearing and seeing none, all in favor of
3 the motion show of hands. All opposed like sign. Show
4 the motion carries unanimously.
5 Mr. Wright, anything else?
6 JOHN WRIGHT: No, sir.
7 TOMMY DUNN: Okay. Ms. Wilson.
8 CINDY WILSON: Thank you, Mr. Chairman.
9 From District 7's recreation account, may I appropriate
10 five hundred for the junior golf tournament and two
11 hundred and fifty for the museum. I put that in the
12 form of a motion.
13 RAY GRAHAM: Second.
14 TOMMY DUNN: Second from Mr. Graham.
15 Any discussion for Ms. Wilson's? Hearing none and
16 seeing none, all in favor of the motion show of hands.
17 Opposed like sign. Show the motion carries
18 unanimously.
19 If my math is right, I think somebody told me
20 they're asking -- the junior golf tournament was
21 needing five thousand dollars, is what they asked for,
22 I think. They've got forty-five hundred so far. Out
23 of District 5's account, I'll give five hundred on Ms.
24 Wilson's on that. So there is some good in going last.
25 And I'd also -- and I think the museum wanted from
26 seven fifty to a thousand. I think we've hit that.
27 But I'm going to go ahead and give two fifty. They can
28 use that money on something else. And put that in the
29 form of a motion.
30 RAY GRAHAM: Second.
31 JOHN WRIGHT: Second.
32 TOMMY DUNN: Second by Mr. Wright.
33 Any discussion?
34 CINDY WILSON: Very quickly. I think we
35 just have a rare treasure in our county museum.
36 TOMMY DUNN: Yes, we do.
37 CINDY WILSON: They run it very
38 efficiently over there. It's literally a world class
39 museum.
40 TOMMY DUNN: It is. More people ought
41 to get out -- I know we've done a couple of stories on
42 -- or more than a couple -- on our TV station. So
43 hopefully more people will get out. Because it is,
44 it's a real thing.
45 And also I'd like to add on this junior golf
46 tournament from all districts. This is, I think, the
47 first year for this thing, but it's going to be, from
48 what I'm gathering from some folks, it's going to be a
49 pretty big economic development boost engine for
50 Anderson County as far as the hotels they've got booked

1 and people coming in here like this. It's sort of a
2 new vision. Like little league baseball, this golf
3 thing is going to be all over.
4 CINDY WILSON: Now, where will they
5 play?
6 TOMMY DUNN: Ma'am?
7 CINDY WILSON: Where will they play?
8 TOMMY DUNN: Cobb's Glen.
9 CINDY WILSON: Oh, that's great.
10 TOMMY DUNN: Anyone else? All in
11 favor of the motion show of hands. All opposed like
12 sign. Show the motion carries unanimously.
13 Now go to administrator's report.
14 RUSTY BURNS: Nothing to report other
15 than I'm surprised and extremely grateful and
16 appreciative to have this job. Thank you.
17 GLENN DAVIS: Mr. Chairman?
18 TOMMY DUNN: Yes, sir, Mr. Davis.
19 GLENN DAVIS: I've got a do-over.
20 TOMMY DUNN: Yes, sir.
21 GLENN DAVIS: I need to let the record
22 show that from the last meeting that I donated two
23 fifty to the Genealogical Society and a thousand for
24 AIM Homeless.
25 TOMMY DUNN: Is that something we need
26 to make a motion for last week; is that correct?
27 GLENN DAVIS: Yes, sir.
28 TOMMY DUNN: Okay. You heard Mr.
29 Davis's motion of two fifty to the Genealogical Society
30 and a thousand to ---
31 GLENN DAVIS: AIM.
32 TOMMY DUNN: --- AIM. He puts that in
33 the form of a motion. Do we have a second?
34 CINDY WILSON: Second.
35 TOMMY DUNN: Second Ms. Wilson. Any
36 discussion? All in favor of the motion show of hands.
37 Opposed like sign. Show the motion carries
38 unanimously.
39 Thank you, Mr. Davis. Mr. G. Davis. Anything
40 else?
41 Now we're going to move on to citizens comments.
42 When Mr. Harmon calls your name, please address the
43 chair, state your name and district for the record and
44 you've got three minutes. Mr. Harmon.
45 LEON HARMON: Mr. Chairman, first
46 speaker is Robert McCurry.
47 ROBERT MCCURRY: Mr. Chairman, Robert
48 McCurry, District 5. We in Anderson County are the
49 crossroads concerning overreach of vaccine mandates.
50 The present Speaker of the House first stated they

1 would or could not mandate vaccines, but as we know
2 they have. Our children in District 5 are being given
3 the incentive to be vaccinated for a hundred bucks for
4 sixteen years of age or over. The Pfizer organization
5 has recently approved the vaccine for five years to
6 eleven, coming.

7 I would like a statement from the chairman of
8 District 5, and to his opinion of this incentive to
9 children. And if I could have the opinions of the
10 other chairpersons as it would be in their district
11 soon.

12 As we know, first it's a suggestion. Second it's a
13 mandate. And third it's forced. When we lose the
14 choice, we lose the choice of constitution and our
15 right.

16 May I have your response?

17 TOMMY DUNN: Not at this time. I'll
18 be glad to talk to you -- we don't have a back and
19 forth. That's the way our council meetings are run by
20 ordinance about that. It's not a back and forth.
21 Okay? Thank you.

22 Next.

23 LEON HARMON: No one else is signed up,
24 Mr. Chairman.

25 TOMMY DUNN: Thank you.

26 Now we'll be moving on to remarks from council
27 members. Ms. Wilson.

28 CINDY WILSON: Thank you, Mr. Chairman.
29 I know we've had this brought before us on the vaccines
30 and the masks before. And there's so many imminent
31 authorities on both sides of that issue and it should
32 be stated that a mandate is not a law. I think
33 personally that's an individual's decision to make with
34 the help of their own medical expertise, their own
35 doctors.

36 And I have to say in regards to Mr. Burns, I first
37 became acquainted with Mr. Burns when I was running for
38 council twenty years ago, down in Honea Path. And it
39 was already decreed that District 7, with four towns,
40 would go nowhere. I would get my little rec account.
41 And they even spent it one year for me. It was an
42 incredible time.

43 And between Mr. Burns and the late Senator O'Dell
44 and a few others, we managed to come up with some
45 innovative ideas. And of course, Mr. Burns knew where
46 the monies and the grants could be found, because
47 otherwise my district would have suffered horribly.
48 And in the meantime, because we worked so hard with our
49 citizens in referring to ourselves as the government in
50 exile, we found so many wonderful ways to work with the

1 citizens and the towns in District 7. And I'm all the
2 better from learning all those various techniques of
3 communicating and different resources. We had a
4 wonderful time cobbling together a lot of various
5 resources to make District 7 shine. So thank you, Mr.
6 Burns.

7 TOMMY DUNN: Thank you, Ms. Wilson.
8 Mr. Wright.

9 JOHN WRIGHT: Thank you, Mr. Chairman.
10 One thing I just want to kind of clear up because I get
11 a lot of confusion on this issue, is there's five
12 school district in Anderson County; seven districts in
13 county council. You know, for whatever reason they
14 don't line up necessarily. Like School District 5 sits
15 entirely in my district, but I serve District 1. So I
16 get a lot of phone calls that are kind of confusion
17 over that issue. I think you've got some of School
18 District 5. And I think Ms. Wilson does. And I think
19 Mr. Glenn Davis does, as well. Mr. Sanders, you may
20 have a piece of that, as well. So it just gets
21 confusing sometimes with the districts. So I just want
22 to point out that although you serve Council District 5
23 doesn't mean you're solely representing School District
24 5, as well.

25 TOMMY DUNN: That's right.

26 JOHN WRIGHT: So I just wanted to kind
27 of make a mention of that.

28 TOMMY DUNN: And Mr. Graham has
29 probably got a small part in Homeland Park.

30 JOHN WRIGHT: That's right. That's
31 right. But also I wanted to just make a mention,
32 October the 16th, I am, in conjunction with City
33 Council District 1 Cal Newton, and Grainger Nissan is
34 our Platinum Sponsor, hosting a law enforcement
35 appreciation barbeque held at the Civic Center.
36 That'll be from eleven till two. I'd like to invite
37 all the council members who would like to come out and
38 support our local law enforcement. Any other members
39 of the community, if you're interested in attending,
40 I'd love to talk to you about it. That's October 16,
41 it's a Saturday, from eleven till two out at the Civic
42 Center.

43 That's all for now, Mr. Chairman.

44 TOMMY DUNN: Thank you, Mr. Wright.

45 JOHN WRIGHT: Yes, sir.

46 TOMMY DUNN: Councilman Graham.

47 RAY GRAHAM: Thank you, Mr. Chairman.

48 Actually, I do, I have School District 2, School
49 District 3 and a portion of School District 5. Very
50 small portion of five. But I do.

1 Mr. McCurry, I don't mind answering your question,
2 sir. As a parent, I've got three grown kids with
3 children -- or two of them with children of their own.
4 And I've got one daughter that's still in school. And
5 personally I think the parents should be the ones
6 that's making that decision. That's strictly my
7 opinion. But I think that's what God give them to us
8 for, is to raise them on how we believe is correct.
9 Again, that's strictly my opinion. It does not matter
10 to a whole lot of people. But there it is, sir.
11 That's all I've got, Mr. Chairman.

12 TOMMY DUNN: Thank you. Mr. Davis.
13 Mr. Glenn Davis.

14 GLENN DAVIS: No, sir, I'm good.

15 TOMMY DUNN: Thank you. Brett
16 Sanders.

17 BRETT SANDERS: Thank you, sir. I just
18 wanted to mention briefly, and I guess our
19 administration, Steve Newton, I got this in the Finance
20 Committee meeting, and I was wanting to mention it, but
21 I forgot earlier. They got over two hundred and sixty-
22 five thousand in special services grants for special
23 populations, South Main Mercy Center, South -- Second
24 Harvest Food Bank, United Way, Crossway Ministries,
25 Foothill Alliance, Hearts and Harmonies, Upstate
26 Warrior Solutions. So I just wanted to thank them for
27 their hard work.

28 TOMMY DUNN: Thank you.

29 Mr. Jimmy Davis.

30 JIMMY DAVIS: Thank you, Mr. Chair. I
31 want to remind everyone that we have a wonderful event
32 planned at our airport this coming Saturday, September
33 25th from ten till two. We have our ribbon cutting on
34 our new airport terminal. And Administrator Burns
35 tells me there's going to be some good food trucks out
36 there. And we love good food trucks. But it's going
37 to be a great day out at our airport. If you haven't
38 seen our new terminal come out. It's free. There's
39 going to be a lot of things for a lot of people to do
40 and see. And we're excited about that out there with
41 our Airport Manager Brett Garrison doing a great job.
42 And I'm real excited about that. It's going to be a
43 great day. So everybody mark your calendars for that.

44 And once again, Mr. Burns, thank you for all you do
45 for Anderson County and me personally.

46 Thank you, Mr. Chair.

47 TOMMY DUNN: Thank you, Mr. Davis.

48 Just a couple of things. I just want -- we was
49 talking about county employees I think a little bit
50 here and stuff at the last meeting. I just want to

1 remind folks on some of the things we voted on last
2 meeting night on some grant stuff, the fine that Steve
3 Newton has done for us in Anderson County with the
4 money that he's been able to find for us and get out
5 and help the citizens of Anderson County.

6 Secondly, I just want to address, and lastly, the
7 gentleman's question about the vaccines. I, along with
8 Mr. Graham and a lot of other folks -- unfortunately I
9 don't have kids, but I do want to say I think it is a
10 parent's decision. But more or less what people need
11 to do if they're against this or for this, number one,
12 everybody knows who your county councilman is, and I
13 don't mind, I'll talk to anybody, saying what you call
14 it, but county council ain't everybody's fix-all. You
15 need to know who your school board member is. There's
16 too many problems and don't even know who -- I don't
17 know how many people I run into in a week's time that
18 don't even know who their school board member is.
19 School board handles probably as much money on a day to
20 day thing, or more, than county council does. You
21 ought to know who your school board member is and
22 participate with them and reached out to them and talk
23 to them.

24 This meeting will be adjourned. Thank you.

25
26

(MEETING ADJOURNED AT APPROXIMATELY 7:15 P.M.)

Ordinance #2021-053

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 15.44 acres from to R-20 (Single Family Residential) to R-A (Residential-Agricultural) on a parcel of land, identified as 417A Big Woods Cir in the Bowling Green Precinct shown in Deed Book 9170 page 00035. The parcel is further identified as TMS 198-00-05-038.

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

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

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from R-20 to R-A for +/- 15.44 acres of TMS #198-00-05-038 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on August 10, 2021, during which it reviewed the proposed rezoning from to R-20 to R-A +/- 15.44 acres of TMS #198-00-05-038 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on September 7, 2021, regarding said amendment of the Anderson County Official Zoning Map:

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone R-20 to R-A for +/- 15.44 acres of TMS #198-00-05-038 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 2021-053

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Janie L. Turmon
Assistant to Clerk of Council

APPROVED AS TO FORM:

Anderson County Attorney

1st Reading: September 7, 2021
2nd Reading: September 21, 2021
3rd Reading: October 5, 2021
Public Hearing: September 7, 2021

Ordinance #2021-054

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 8.18 acres from C-2 (Highway Commercial District) to I-2 (Industrial Park District) on a parcel of land, identified as 4610 Liberty Hwy, Anderson in the Five Forks Precinct shown in Deed Book 15407 page 00244. The parcel is further identified as TMS #92-00-06-016.

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

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

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from C-2 to I-2 for +/- 8.18 acres of TMS #92-00-06-016 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on August 10, 2021, during which it reviewed the proposed rezoning from to C-2 to I-2 for +/- 8.18 acres of TMS #92-00-06-016 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on September 7, 2021, regarding said amendment of the Anderson County Official Zoning Map:

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone from C-2 to I-2 for +/- 8.18 acres of TMS #92-00-06-016 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 2021-054

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Janie L. Turmon
Assistant to Clerk of Council

APPROVED AS TO FORM:

Anderson County Attorney

1st Reading: September 7, 2021
2nd Reading: September 21, 2021
3rd Reading: October 5, 2021
Public Hearing: September 7, 2021

Ordinance #2021-055

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 48.56 acres from C-2 (Commercial District) & I-1 (Industrial District) to IZD (Innovative Zoning District) on three parcels of land on Welpine Road in the Denver-Sandy Springs Precinct shown in Deed Book 12169 page 238, Deed Book 11541 page 243 & Deed Book 12932 page 241. The parcels are further identified as TMS #93-00-03-002, TMS #92-00-08-006 & TMS #92-03-01-018.

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

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

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from C-2 & I-1 to IZD for +/- 48.56 acres of TMS #93-00-03-002, TMS #92-00-08-006 & TMS #92-03-01-018 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on August 10, 2021 during which it reviewed the proposed rezoning from C-2 & I-1 to IZD for +/- 48.56 acres of TMS #93-00-03-002, TMS #92-00-08-006 & TMS #92-03-01-018 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on September 7, 2021 regarding said amendment of the Anderson County Official Zoning Map:

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone from C-2 & I-1 to IZD for +/- 48.56 acres of TMS #93-00-03-002, TMS #92-00-08-006 & TMS #92-03-01-018 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 2021-055

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Janie L. Turmon
Assistant to Clerk of Council

APPROVED AS TO FORM:

Anderson County Attorney

1st Reading: September 7, 2021
2nd Reading: September 21, 2021
3rd Reading: October 5, 2021
Public Hearing: September 7, 2021

ORDINANCE NO.: 2021-056

AN ORDINANCE TO AMEND SECTION 2-37 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, SO AS TO ALLOW ANDERSON COUNTY COUNCIL MEMBERS TO PARTICIPATE IN MEETINGS FROM REMOTE LOCATIONS BY ELECTRONIC MEANS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Chapter 2, Section 2-37, of the Code of Laws, Anderson Count, South Carolina (“Code”), sets forth general procedures governing County Council meetings;

WHEREAS, the Anderson County Council, through the passage of emergency ordinances during the COVID pandemic, has heretofore allowed for virtual/electronic meetings as a means of assuring that the work of County Council can proceed;

WHEREAS, the Anderson County Council has fully demonstrated the ability to conduct meetings through virtual/electronic means; and

WHEREAS, the Anderson County Council desires to amend Section 2-37 of the Code to authorize conduct of meetings through virtual electronic means.

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

1. Section 2-37 of the Code, “Meetings of the Council” is amended by adding the following subsections:

A. Section 2-37(h) Virtual/Electronic Meetings Permitted.

- (1) Members of the County Council may attend meetings of Council by virtual/electronic means, provided they must be able to hear any and all comments made by the public, staff, and other members of the Governing Body.
- (2) All public participants and attendees, staff and other members of the Governing Body shall be able to hear the comments, motions, and votes of all the members of the County Council attending such meeting by virtual/electronic means, as well as those of any officials or staff required to speak at such meeting.
- (3) Other than establishing electronic connections, there shall be no communications among the members of the County Council attending virtually/electronically, unless such communication is part of the meeting and can be heard by all public participants and attendees.
- (4) The comments, motions, and votes of the members of the County Council attending virtually/electronically shall be recorded in the

minutes of the meeting, and the meeting itself shall be recorded on the same manner as would a physical meeting of the body.

- (5) Committees of the County Council may meet virtually/electronically, provided they must observe the provisions set forth in this Section those meetings are consistent.
- (6) Any member who will be unable to attend a meeting in person who wishes to attend virtually shall give advance notice to either the Chairman or the County Administrator stating the reasons they are unable to attend in person. Once they are appearing virtually in the meeting, they shall also preface any actions by stating for the public record the reason they are unable to attend in person.
- (7) Immediately after calling the meeting to order, the presiding officer shall confirm attendance of those members attending by virtual electronic means and that they can be heard and hear the proceedings of the meeting.
- (8) The presiding officer shall record votes by virtual/electronic means as done during in-person meetings.
- (9) For purposes of establishing a quorum as required by Section 2-37(d) of the Code, any member attending by virtual/electronic means shall be counted as present in determining the quorum for such meeting, provided the virtual/electronic connection has been established and that member can hear and be heard.

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

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.

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

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

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

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn
Chairman

Janie L. Turmon
Asst. Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

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

**ANDERSON COUNTY
ORDINANCE NO. 2021-052**

AN ORDINANCE AUTHORIZING A FEE-IN-LIEU-OF-TAX ARRANGEMENT ON BEHALF OF GLEN RAVEN CUSTOM FABRICS, LLC (THE “COMPANY”) PURSUANT TO A FEE-IN-LIEU-OF-TAX AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA (THE “COUNTY”) AND THE COMPANY; AUTHORIZING A 5-YEAR EXTENSION OF THE INVESTMENT PERIOD FOR ALL INVESTMENTS OVER THE MINIMUM INVESTMENT REQUIREMENT; AUTHORIZING THE GRANTING OF CERTAIN INFRASTRUCTURE CREDITS TO THE COMPANY; AUTHORIZING THE CREATION OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK WITH GREENVILLE COUNTY; AND OTHER MATTERS RELATING TO THE FOREGOING.

WHEREAS, Anderson County, South Carolina (the “County”), acting by and through its County Council (the “County Council”) is authorized and empowered under and pursuant to the provisions of the Code of Laws of the State of South Carolina, 1976, as amended (the “Code”), including, without limitation, Titles 4 and 12, including, particularly, Chapter 44 of Title 12 of the Code (collectively, the “Act”), and the case law of the Courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective developers as inducements for economic development within the County; to acquire, or cause to be acquired, properties (which such properties constitute “projects” as defined in the Act) and to enter into agreements with any business to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such projects through which powers the industrial and business development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, tourism or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code (the “Joint-County Industrial and Business Park Act”), to enter into agreements with one or more contiguous counties for the creation and operation of one or more joint-county industrial and business parks; and

WHEREAS, Glen Raven Custom Fabrics, LLC (the “LLC”), a North Carolina limited liability company, together with one or more Sponsor Affiliates (as defined in the Act)(the LLC and Sponsor Affiliates, collectively referred to as “Glen Raven Custom Fabrics, LLC” or the “Company” herein) is considering acquiring by construction or purchase certain land, buildings, furnishings, fixtures, machinery, apparati, and equipment, for the development of a manufacturing facility in the County (the “Project”), which will result in the investment of an expected Fifty Million Dollars (\$50,000,000)in new investment in the County, all of which would be subject to the fee-in-lieu-of-tax addressed by this Agreement, all within the meaning of the Act (the

“Minimum Investment Requirement”), and the creation of an expected One Hundred and Thirty Five (135) new, full-time jobs (the “Job Creation Requirement”), during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired (expected to be in 2021 or 2022) and ending five (5) years after the last day of the property tax year during which the Project is placed in service (expected to be in 2021 or 2022) (the “Initial Investment Period”); and

WHEREAS, the County has determined that the Project would be aided by the availability of the assistance which the County might render through (1) the acquisition of the Project from the Company and the leasing of the Project to the Company pursuant to one or more lease agreements (each a “Lease Agreement”) or, alternatively, entering into a fee-in-lieu of tax agreement (“Fee Agreement”) with the Company with respect to the Project, under and pursuant to the Act (notwithstanding any other provision hereof, or of the Inducement Agreement authorized hereby, it is understood and agreed between the County and the Company that the possible use of a Lease Agreement to document and implement the new fee-in-lieu-of-tax arrangement for the Project, as described herein, refers to and would become applicable only in the event that a court of competent jurisdiction rules the provisions of Chapter 44 of Title 12 of the Code unconstitutional, invalid, or otherwise unenforceable); (2) the incentive of a negotiated fee-in-lieu of *ad valorem* taxes (a “FILOT”) as authorized by the Act; (3) the inclusion of the Project and the other real and personal property of the Company located at the Project site(s) in the County, in a joint-county industrial and business park which is either already in existence, or to be created by the County (the “Park” or the “Multi-County Industrial and Business Park” or “MCIP”); (4) the granting by the County to the Company of certain infrastructure credits, pursuant to Section 4-1-175 of the Code and other applicable provisions of the Act (the “Infrastructure Credits”), to partially reimburse the Company for economic development infrastructure serving the County; and (5) the commitment by the County to certain other economic development incentives as an inducement to the Company to locate the Project in the County including, without limitation, the extension of the Initial Investment Period for an additional five (5) years (the “Extended Investment Period”) for investments in the Project if the Company has invested at least Fifty Million Dollars (\$50,000,000) and created at least One Hundred and Thirty Five (135) new, full-time jobs in the Project by the end of the Initial Investment Period; and, that the inducement will, to a great degree of certainty, result in the acquisition and construction of the Project in the County; and

WHEREAS, the County has given due consideration to the economic development impact of the Project, has found that the Project and the payments-in-lieu-of-taxes would be directly and substantially beneficial to the County, the taxing entities of the County, and the citizens and residents of the County, and that the Project would directly and indirectly benefit the general public welfare and serve a public purpose of the County by providing services, employment, recreation, promotion of tourism, or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality, or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development and welfare, creation of jobs, promotion of tourism, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the cost; and, has agreed to

effect the issuance, execution and delivery of a Fee Agreement, with infrastructure credits, and an MCIP Agreement or extension of an existing MCIP Agreement pursuant to this Ordinance of the County Council, and on the terms and conditions hereafter set forth:

NOW, THEREFORE, IT IS HEREBY ORDAINED by Anderson County, South Carolina, by and through the County Council, in meeting duly assembled, as follows:

Section 1. As contemplated by the Act and based on the representations of the Company as recited herein, it is hereby found, determined and declared by the County Council, as follows:

- (a) The Project will constitute a “project” as said term is referred to and defined in the Act, and will subserve the purposes and in all respects conform to the provisions and requirements of the Act;
- (b) It is anticipated that the Project will benefit the general public welfare of the County by providing employment, services, recreation, the creation of additional tax revenue, and other public benefits not otherwise provided locally;
- (c) Neither the Project, nor any documents or agreements entered into by the County in connection therewith will constitute or give rise to any pecuniary liability of the County or any municipality thereof or a charge against its general credit or taxing power;
- (d) The purposes to be accomplished by the Project, i.e., economic development, creation or retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes;
- (e) The benefits of the Project to the public are greater than the costs to the public;
- (f) The Fee Agreement will require the Company to make fee-in-lieu of tax payments in accordance with the provisions of the Act;
- (g) The fee-in-lieu-of-tax payments referred to in item (f) above shall be calculated as specified in Section 5.01 of the Fee Agreement, and using the Infrastructure Credit terms of the Fee Agreement; and
- (h) The entire preamble of this Ordinance is hereby adopted as findings of fact, underpinning and supporting the approval of this Project by County Council.

Section 2. The form, terms, and provisions of the Fee Agreement (including, ‘without limitation, certain Infrastructure Credit terms) and the MCIP Agreement (if any) presented to this meeting and filed with the Clerk to the County Council be and they are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement and the MCIP Agreement were set out in this Ordinance in their entirety. The Chairman of County Council, the County Administrator, and the Clerk to the County Council be and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement

and the MCIP Agreement (if any) in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company and the MCIP Agreement to be delivered to the Partner County. The Fee Agreement and the MCIP Agreement (if any) are to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement and the MCIP Agreement now before this meeting.

Section 3. Pursuant to Section 12-44-55(B) of the FILOT Simplification Act, the County hereby agrees that no recapitulation information, as set forth in Section 12-44-55(A) of the FILOT Simplification Act is required to be provided by the Company in the Fee Agreement, or in any other documents or agreements in connection with the fee-in-lieu of tax arrangement between the Company and the County, so long as and to the extent that the Company complies with this Section 3. The Company shall file a copy of the South Carolina Department of Revenue form PT-443, and any subsequent amendments thereto, with the County after the execution of the Fee Agreement by the County and the Company and shall comply in all other respects with the requirements set forth in Section 12-44-90 of the FILOT Simplification Act and shall make all returns required by The Act and shall provide a copy of all such returns to the County Administrator within sixty (60) days of filing such action.

Section 4. The County and the Company believe that the Project site(s) is/are in a Park. To the extent necessary to ensure that all Project sites are, in fact, in a Park, the County agrees to use its best efforts, as necessary, to enter into or amend a Park Agreement with one or more other contiguous counties to create or expand a Park, pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170 of the Code, to include the Project and the other property of the Company located at the Company's site(s) within the unincorporated portion of the County, and to use its best efforts to undertake and execute those procedures and documents necessary for the creation or expansion of such Park, and to keep the Project site(s) in such Park or any other Park of the County during the term of the incentives provided in the Inducement Agreement or subsequent ordinance(s) or agreement(s) that are contingent upon inclusion of the Project site(s) in a Park. Further, the County shall use its best efforts and endeavor to work with one or more contiguous counties (and, to the extent any future Project site(s) is located within the corporate limits of a municipality, will work with such municipality), again if necessary, to establish such Park in accordance with the terms of the Inducement Agreement, and, in any event, to keep the Project site(s) as part of such Park or any other Park of the County throughout the term of the incentives provided in the Inducement Agreement or subsequent ordinance(s) or agreement(s) that are contingent upon inclusion of the Project site(s) in a Park . Distribution of the fees in lieu of tax from the Project property in the Anderson County portion of the Park shall be distributed in accordance with one or more ordinances of Anderson County establishing such distribution schedule.

Section 5. The County hereby pre-approves and consents to a five (5) year extension of the Initial Investment Period for the Fee Agreement pursuant to Section 12-44-30(13) of the FILOT Simplification Act whereby the Company shall have an additional five (5) year period (added to the 5 year Initial Investment Period to meet the Minimum Investment Requirement and the Job Creation Requirement) to subject additional investments over and above the Minimum Investment Requirement

to fee-in-lieu of *ad valorem* tax treatment, provided the Company invests at least the Minimum Investment Requirement, including in non-FILOT property, in the Project and meets the Job Creation Requirement on or before the end of the five (5) year Initial Investment Period.

Section 6. All fee-in lieu of *ad valorem* taxes pursuant to the Fee Agreement received by the County for MCIP premises located in the County attributable to Project MCIP property added on and after January 1, 2021 shall be distributed, net of the one percent (1%) payment to the partner county for the MCIP and the special source revenue credits provided by the County pursuant to Section 4-1-175 (“Net Park Fees”) as follows: First, 15% of Net Park Fees shall be deposited to Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby, Second, 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of the County, and Third, remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an old *ad valorem* property tax in any of the areas comprising the County’s portion of the MCIP in the same percentage as is equal to that taxing entity’s percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 7. The form, terms and provisions of the Inducement Agreement heretofore entered into by the County and the Company are hereby ratified and approved, and all of the terms, provisions, and conditions thereof are hereby incorporated by reference as if the Inducement Agreement were set out in this Ordinance in its entirety.

Section 8. (a) The Company shall and, in the Fee Agreement, agrees to indemnify and save the County as well as its governing body members, employees, officers and agents harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project and the Company further shall indemnify and save the County harmless against and from all claims from (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations or terms in the Fee Agreement, or the Lease Agreement (if any) (iii) any act of the Company or any of its agents, contractors, servants, employees or licensees, (iv) any act of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, or (v) any environmental violation, condition or effect. The Company shall indemnify and save the County as well as its governing body members, employees, officers and agents harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, including, without limitation, ordinary and reasonable attorney’s fees, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County, whose approval of such counsel shall not unreasonably be withheld. All such indemnification and save harmless provisions shall be, and are, set forth in the Fee Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its agents, officers, employees or governing body members, shall not incur pecuniary liability by reason of the terms of the Fee Agreement or terms, or the Lease Agreement (if any) or the undertakings required of the County hereunder by reason of the performance of any act requested of it by the Company, or by reason of the County’s ownership of the Project, if so owned pursuant to a lease agreement, or the

operation of the Project, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County, its agents, officers employees or governing body members should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, including, without limitation, ordinary and reasonable attorney's fees, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County, whose approval of such counsel shall not unreasonably be withheld.

(c) These indemnification covenants, at a minimum, shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants, but may expand them or expound upon them, as may be shown in greater detail in such subsequent documents. In the event of any conflict or inconsistency, the indemnification and save harmless provisions of the Fee Agreement shall always govern. The indemnification and hold harmless provisions of this Section 8 shall not apply in the case of intentional misconduct or grossly negligent conduct by any indemnified person or entity, and such provisions shall be rendered cancelled and voided as to such person or entity in the event of such intentional misconduct or gross negligence being a proximate cause of the pecuniary liability in question.

Section 9. Whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns or other documents while the Fee Agreement is in effect, the Company or owner of the Project at the time shall promptly furnish to the County through the County Attorney the completed form of such required documents together with a certification by the Company or owner that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company or owner to comply with this provision, the Company or owner agrees to pay the statement for attorneys fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within thirty (30) days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents.

Section 10. Notwithstanding any other provisions, the County is executing the Fee Agreement and the MCIP Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

Section 11. The Chairman of County Council, the County Administrator, and the Clerk to the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary or proper to effect the execution and delivery of the Fee Agreement and

the MCIP Agreement (if any) and the performance of all obligations of the County under and pursuant to the Fee Agreement, the Inducement Agreement, and the MCIP Agreement (if any).

Section 12. The Chairman of County Council, the County Administrator, and the Clerk to the County Council, and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 13. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder. Capitalized terms used herein shall have the meaning given in the Fee Agreement, if not provided herein.

Section 14. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict only, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

ANDERSON COUNTY, SOUTH
CAROLINA

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Rusty Burns, County Administrator
Anderson County, South Carolina

Janie L. Turmon, Assistant Clerk to Council
Anderson County, South Carolina

Approved as to form:

Leon C. Harmon, County Attorney
Anderson County, South Carolina

First Reading:	August 17, 2021	_____
Second Reading:	September 7, 2021	_____
Third Reading:	October 5, 2021	_____
Public Hearing:	October 5, 2021	_____

FEE IN LIEU OF TAX AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA

and

GLEN RAVEN CUSTOM FABRICS, LLC

Dated as of October 5, 2021

FEE IN LIEU OF TAX AGREEMENT

This FEE IN LIEU OF TAX AGREEMENT (this “Agreement”) is dated as of September 21, 2021, and is by and between ANDERSON COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, and Glen Raven Custom Fabrics, LLC (the “Company”), a North Carolina limited liability company, along with one or more Sponsor Affiliates (together with the Company, collectively referred to herein as the “Company” or “Glen Raven Custom Fabrics, LLC”).

WITNESSETH:

WHEREAS, Anderson County, South Carolina (the “County”), acting by and through its County Council (the “County Council”) is authorized and empowered under and pursuant to the provisions of the Code of Laws of the State of South Carolina, 1976, as amended (the “Code”), including, without limitation, Titles 4 and 12, including, particularly, Chapter 44 of Title 12 of the Code (collectively, the “Act”), and the case law of the Courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective developers as inducements for economic development within the County; to acquire, or cause to be acquired, properties (which such properties constitute “projects” as defined in the Act) and to enter into agreements with any business to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such projects through which powers the industrial and business development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, tourism or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code (the “Joint-County Industrial and Business Park Act”), to enter into agreements with one or more contiguous counties for the creation and operation of one or more joint-county industrial and business parks; and

WHEREAS, the Company (previously identified as Project Woodmont (the “LLC”)), a North Carolina limited liability company, together with one or more Sponsor Affiliates (as defined in the Act)(the Company and Sponsor Affiliates, collectively referred to as “Glen Raven Custom Fabrics, LLC” or the “Company” herein) is considering acquiring by construction or purchase certain land, buildings, furnishings, fixtures, machinery, apparatus, and equipment, for the development of a manufacturing facility in the County (the “Project”), which will result in the investment of an expected Fifty Million Dollars (\$50,000,000) in new investment in the County, all of which would be subject to the fee-in-lieu-of-tax addressed by this Agreement, all within the meaning of the Act (the “Minimum Investment Requirement”), and the creation of an expected One Hundred Thirty Five (135) new, full-time jobs (the “Job Creation Requirement”), during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired (expected to be in 2021 or 2022 (the Company operates on a 52-53 week fiscal year with the fiscal year ending on the Saturday closest to September 30. For 2021, the fiscal year end is

October 2)) and ending five (5) years after the last day of the property tax year during which the Project is first placed in service (again, expected to be in 2021 or 2022) (the “Initial Investment Period”); and

WHEREAS, the County has determined that the Project would be aided by the availability of the assistance which the County might render through (1) the acquisition of the Project from the Company and the leasing of the Project to the Company pursuant to one or more lease agreements (each a “Lease Agreement”) or, alternatively, entering into a fee-in-lieu of tax agreement (“Fee Agreement”) with the Company with respect to the Project, under and pursuant to the Act (notwithstanding any other provision hereof, or of the Inducement Agreement authorized hereby, it is understood and agreed between the County and the Company that the possible use of a Lease Agreement to document and implement the new fee-in-lieu-of-tax arrangement for the Project, as described herein, refers to and would become applicable only in the event that a court of competent jurisdiction rules the provisions of Chapter 44 of Title 12 of the Code unconstitutional, invalid, or otherwise unenforceable); (2) the incentive of a negotiated fee-in-lieu of *ad valorem* taxes (a “FILOT”) as authorized by the Act; (3) the inclusion of the Project and the other real and personal property of the Company located at the Project site(s) in the County, in a joint-county industrial and business park which is either already in existence, or to be created by the County (the “Park” or the “Multi-County Industrial and Business Park” or “MCIP”); (4) the granting by the County to the Company of certain infrastructure credits, pursuant to Section 4-1-175 of the Code and other applicable provisions of the Act (the “Infrastructure Credits”), to partially reimburse the Company for economic development infrastructure serving the County; and (5) the commitment by the County to certain other economic development incentives as an inducement to the Company to locate the Project in the County including, without limitation, the extension of the Initial Investment Period for an additional five (5) years (the “Extended Investment Period”) for investments in the Project if the Company has invested at least Fifty Million Dollars (\$50,000,000) and created at least One Hundred Thirty Five (135) new, full-time jobs in the Project by the end of the Initial Investment Period; and, that the inducement will, to a great degree of certainty, result in the acquisition and construction of the Project in the County; and

WHEREAS, the County has given due consideration to the economic development impact of the Project, has found that the Project and the payments-in-lieu-of-taxes would be directly and substantially beneficial to the County, the taxing entities of the County, and the citizens and residents of the County, and that the Project would directly and indirectly benefit the general public welfare and serve a public purpose of the County by providing services, employment, recreation, promotion of tourism, or other public benefits not otherwise adequately provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality, or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development and welfare, creation of jobs, promotion of tourism, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the cost; and, has agreed to effect the issuance, execution and delivery of this Fee Agreement, with infrastructure credits, and an MCIP Agreement pursuant to an Ordinance of the County Council, and on the terms and conditions hereafter set forth; and

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$1.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

FOR RECAPITULATION REQUIREMENTS PURSUANT TO SECTION 12-44-55 OF THE ACT, SEE SECTION 4.04 OF THIS AGREEMENT.

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

“Act” shall mean Title 12, Chapter 44 of the Code, as amended, and all future acts amendatory thereof. The Act is also known as the FILOT Simplification Act.

“Administration Expenses” shall mean the ordinary, reasonable, and necessary actual expenses including ordinary, actual, reasonable attorneys’ fees, incurred by the County with respect to the Project and this Agreement; provided, however, that no such expense shall be considered an Administration Expense unless the County furnishes to the Company a statement in writing indicating the reason such expense has been or will be incurred and either estimating the amount of such expense or stating the basis on which the expense has been or will be computed.

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

“Authorized Company Representative” shall mean any person or persons at the time designated to act on behalf of the Company by written certificate furnished to the County containing the specimen signature of each such person and signed on behalf of the Company by any person to whom the Company has delegated authority to administer this Agreement.

“Code” shall mean the Code of Laws of South Carolina, 1976, as amended through the date hereof unless the context clearly requires otherwise.

“Commencement Date” shall mean, in accordance with Section 12-44-30(2) of the Act, October 2, 2021 or October 1, 2022, the last day of the property tax year during which real or personal property comprising the Project is first placed in service, based upon and as proven by the Company’s tax returns to the South Carolina Department of Revenue.

“Company” shall mean Project Woodmont, a North Carolina limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets permitted under Section 8.04 or Article IX hereof; or any assignee hereunder and any Sponsor Affiliate which is designated by the Company and approved by the County.

“Cost” shall mean the cost of acquiring by construction and purchase, the Project, including real and personal property and any infrastructure improvements, and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to contractors, builders, and materialmen in connection with the acquisition, construction, and installation of the Project; (b) the cost of contract bonds and of insurance of all kinds that may be required or necessary during the course of construction of the Project which are not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Project; (d) compensation of legal, accounting, financial, and printing expenses, fees, and all other expenses incurred in connection with the Project; (e) all other costs which the Company shall be required to pay under the terms of any contract or contracts for the acquisition, construction, and installation of the Project; and (f) any sums required to reimburse the Company for advances made for any of the above items, or for any other work done and costs incurred by the Company which are for the acquisition of land or property of a character subject to the allowance for depreciation provided for under Section 167 of the Internal Revenue Code of 1986, as amended, and included in the Project; provided, however, such term shall include expenditures by the Company with respect to the Project only to the extent made during the Investment Period.

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

“County Council” shall mean the governing body of the County and its successors.

“Department of Revenue” shall mean the South Carolina Department of Revenue and Taxation.

“Economic Development Property” shall mean each item of real and tangible personal property comprising a project within the meaning of Sections 12-44-30(6) or 12-44-40(C) of the Code.

“Equipment” shall mean all machinery, equipment, furnishings, and other personal property acquired by the Company and installed as part of the Project during the Investment Period in accordance with this Agreement.

“Event of Default” shall mean an Event of Default as defined in Section 11.01 hereof.

“Existing Property” shall mean property that does not qualify to become Economic Development Property pursuant to Section 12-44-110 of the Code.

“Extended Investment Period” shall mean the period beginning October 3, 2026 or October 2, 2027 and ending on the last day of the Company’s fiscal year, 2031 or 2032, dependent on the Commencement Date, as authorized by Section 12-44-30(13) of the Code.

“FILOT” shall mean the fee in lieu of taxes which the Company is obligated to pay to the County pursuant to Section 5.01 hereof.

“FILOT Payments” shall mean the payments to be made by the Company pursuant to Section 5.01 hereof.

“FILOT Revenues” shall mean the revenues received by the County from the Company’s payment of the FILOT.

“FILOT Simplification Act” shall mean Title 12, Chapter 44, of the Code, as amended through the date hereof.

“Inducement Agreement” shall mean that certain Inducement Agreement and Millage Rate Agreement by and between the County and the Company dated as of September 7, 2021.

“Infrastructure Credit” or *“Special Source Revenue Credit”* shall mean that certain credit, or credits, pursuant to Sections 4-1-175, 4-29-68, and 12-44-70 of the Code, against the Company’s FILOT liability, as set forth in the infrastructure financing terms of Section 5.02, hereof.

“Initial Investment Period” shall mean the period beginning with the first day that real or personal property comprising the Project is acquired for the Project (although not placed in service) (October 3, 2021 or October 2, 2022) and ending on the last day of the Company’s fiscal year, 2026 or 2027(dependent on the Commencement Date), the date that is five years after the Commencement Date (the Company operates on a 52-53 week fiscal year with the fiscal year ending on the Saturday closest to September 30. For 2021, the fiscal year end is October 2).

“Investment Period” shall mean the combined Initial Investment Period and Extended Investment Period, beginning with the first day that real or personal property comprising the Project is acquired (although not placed in service) (October 3, 2021 or October 2, 2022, dependent on the Commencement Date) and ending on the last day of the Company’s fiscal year, 2031 or 2032.

“Land” shall mean the real estate upon which the Project is located, as described in EXHIBIT “A” attached hereto, as EXHIBIT “A” may be supplemented from time to time in accordance with the provisions hereof.

“Negotiated FILOT Payment” shall mean the FILOT due pursuant to Section 5.01(b)(ii) hereof with respect to that portion of the Project qualifying for the 6% assessment ratio and the millage rate described in subsection 5.01(c) of the Agreement.

“Non-Economic Development Property” shall mean that portion of the Project consisting of: (i) property as to which the Company incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) property not placed in service during the Investment Period; (iii) Existing Property; and (iv) any other property which fails or ceases to qualify for Negotiated FILOT Payments pursuant to the Act.

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

“Project” shall mean, in connection with the Company’s manufacture and production of products in the County and only to the extent such items are either placed in service during the Investment Period or qualify as Replacement Property: (i) the Land; (ii) all buildings, structures, fixtures, and appurtenances which now exist or which are now under construction or are to be constructed on the Land in whole or in part during the Investment Period, including any air conditioning and heating systems (which shall be deemed fixtures); and (iii) the Equipment.

“Released Property” shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation, or eminent domain proceedings as described in Article VII hereof.

“Replaced Property” shall mean any Released Property for which the Company has substituted Replacement Property during the term hereof pursuant to Section 5.01(e) hereof.

“Replacement Property” shall mean any portion of the Project substituted for Released Property pursuant to Section 5.01(e) hereof.

“Sponsor” and “Sponsor Affiliate” shall have the meanings ascribed to each by the Act.

“State” shall mean the State of South Carolina.

“Streamlined FILOT Act” shall mean Title 4, Chapter 12, of the Code, as amended through the date hereof.

“Term” shall mean the term of this Agreement, as set forth in Section 10.01 hereof.

“Threshold Date” shall mean 13th the Company fiscal year end in 2026 or 2027, dependent on the Commencement Date (the Company operates on a 52-53 week fiscal year with the fiscal year ending on the Saturday closest to September 30. For 2021, the fiscal year end is October 2).

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the Code, as amended.

SECTION 1.02. References to Agreement The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole, unless the context clearly requires otherwise.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) The County has determined that the Project will subserve the purposes of the Act, and has made all other findings of fact required by the Act in connection with the undertaking of the Project.

(c) By proper action by the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(d) This Agreement has been duly executed and delivered on behalf of the County.

(e) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority which would materially adversely affect the validity or enforceability of this Agreement; provided, however, that no representation is made by or on behalf of the County as to the validity or enforceability of this Agreement.

(f) Notwithstanding any other provisions herein, the County is executing this Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Agreement in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating (i) the construction or acquisition of the Project, (ii) environmental matters pertaining to the Project, (iii) the offer or sale of any securities, or (iv) the marketability of title to any property, including the Land.

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

(a) The Company is a North Carolina limited liability company; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The Company intends to operate the Project primarily for the purposes of manufacturing, and for other lawful purposes.

(c) The agreements of the County with respect to the FILOT have been instrumental in inducing the Company to locate the Project within the County and the State.

(d) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(e) The Company expects to place in service the first phase of the Project during its fiscal year ending in 2021 or 2022, and to expend not less than Fifty Million Dollars (\$50,000,000) of investment for Costs of the Project and to create not fewer than One Hundred Thirty Five (135) new, full-time jobs, all during the Initial Investment Period.

ARTICLE III

UNDERTAKINGS OF COUNTY

SECTION 3.01. Agreement to Accept FILOT Payments. The County hereby agrees to accept FILOT Payments made by the Company in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

SECTION 3.02. No Warranties by County. The Company acknowledges that it has examined the Land and so much of the other property constituting the Project as is in existence on the date of execution and delivery hereof, as well as title thereto, prior to the making of this Agreement, and knows the condition and state thereof as of the day of the execution hereof, and accepts the same in said condition and state; that no warranties or representations as to the condition or state thereof have been made by representatives of the County; and that the Company in entering into this Agreement is relying solely upon its own examination thereof and of any portion of the Project acquired subsequent to the date hereof. The County makes no warranty, either express or implied, as to title to any part of the Project or the design, capabilities, or condition of the Project or that it will be suitable for the Company's purposes or needs.

SECTION 3.03. Execution of Lease, if necessary. The parties acknowledge that the intent of this Agreement is to afford the Company the benefits of the Negotiated FILOT Payments in consideration of the Company's decision to locate the Project within the County and that this Agreement has been entered into in reliance upon the FILOT Simplification Act. Notwithstanding any other provision of this Agreement, in the event that a court of competent jurisdiction holds that the FILOT Simplification Act is unconstitutional, invalid or otherwise unenforceable or that this Agreement or agreements similar in nature to this Agreement are invalid or unenforceable in any material respect or should the parties determine that there is a reasonable doubt as to the validity or enforceability of this Agreement in any material respect, then the County, in accordance with Section 12-44-160 of the Act, upon the conveyance of title to the Project to the County at the

expense of the Company, and to the extent permitted by law, agrees to lease the Project to the Company pursuant to the Streamlined FILOT Act upon terms and conditions mutually agreeable to the County and the Company. The Company acknowledges that any such sale/leaseback arrangement may not preserve the benefits of the Streamlined FILOT Act with respect to any portion of the Project placed in service prior to the effective date of any such sale/leaseback arrangement with the County, to the extent that the effective date of such sale/leaseback arrangement is later than the Company's fiscal year end of the year in which such portion of the Project is placed in service. However, the County agrees that it will assist in efforts by the Company to have any such Economic Development Property included within the sale/leaseback arrangement under the Streamlined FILOT Act.

ARTICLE IV

INVESTMENT BY COMPANY IN PROJECT; MAINTENANCE AND MODIFICATION OF PROJECT

SECTION 4.01. Acquisition by Construction and Purchase of Project.

(a) The Company hereby agrees to expend upon the Cost of the Project not less than Fifty Million Dollars (\$50,000,000) or more investment in the County (including non-Economic Development Property), during the Initial Investment Period. The Company shall use its best efforts to cause such acquisition as promptly as is, in the Company's sole judgment, practicable.

(b) Pursuant to Section 12-44-30(13) of the Code, the County hereby approves, pre-approves, and grants to the Company an extension of five (5) years beyond the Threshold Date within which the Company may invest additional property in the County to complete the Project and have such additional property treated as Economic Development Property, if the Company invests the expected Fifty Million Dollars (\$50,000,000) and creates at least One Hundred Thirty Five (135) new, full-time jobs in the Project during the Initial Investment Period. Accordingly, the total Investment Period shall end on the Company's FY end, 2031 or 2032 (dependent on the Commencement Date). However, this subsection (b) shall not alter the requirement that the Company invest not less than the minimum investment, stated above, total, in the Project, including Non-Economic Development Property, and create at least One Hundred Thirty Five (135) new, full-time jobs in the Project prior to the Threshold Date.

(c) The Company shall retain title to the Project, throughout the Term of this Agreement, subject to the Company's rights hereunder to mortgage or encumber the Project as it deems suitable.

SECTION 4.02. Maintenance of Project. The Company at its own expense during the Term of this Agreement will keep and maintain the Project, or cause any other owner of the Project to keep and maintain its respective portion of the Project, in good operating condition. The Company will promptly make, or cause to be made, all repairs, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, that are necessary to keep the Project in good and lawful order and in good operating condition (wear and tear from reasonable use excepted) whether or not such repairs are due to any laws, rules, regulations, or ordinances

hereafter enacted which involve a change of policy on the part of the government body enacting the same.

SECTION 4.03. Modification of Project.

(a) As long as no event of default exists hereunder, the Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company may, at its own expense, add to the Project all such real and personal property as the Company in its discretion deems useful or desirable.

(ii) In any instance where the Company in its discretion determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County. The Company may sell, lease, or otherwise dispose of any portion of the Land, in which event the Company shall deliver to the County, within 30 days thereafter, a new EXHIBIT "A" to this Agreement.

(b) No release of Project property effected under the provisions of Section 7.01 or 7.02 hereof or of this Section 4.03 shall entitle the Company to any abatement or diminution of the amounts payable by the Company hereunder except the FILOT payments as specified in Section 5.01(d) hereof.

SECTION 4.04. Records and Reports.

(a) The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including without limitation the reports required by Section 12-44-90 of the Code (collectively, "Filings"). The Parties hereto agree that no recapitulation report pursuant to Section 12-44-55 of the Act shall ever be required of the Company so long as and to the extent that the Company provides a copy of the Filings to the County Assessor, County Auditor, and Clerk to County Council within thirty (30) days of making such Filings.

(b) Notwithstanding any other provision of this Section 4.04, the Company may designate with respect to any Filings delivered to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. To the extent permitted by law, the County shall conform, at the sole cost and expense of the Company, with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments.

ARTICLE V

**PAYMENTS IN LIEU OF TAXES;
FUNDING FOR INFRASTRUCTURE PROJECT**

SECTION 5.01. Payments in Lieu of Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Company shall pay with respect to the Project annually a fee in lieu of taxes (a “FILOT”) in the amount calculated as set forth in paragraph (b) below, at the times, and at the places, in the manner, and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes.

(b) The FILOT Payment due with respect to each property tax year shall equal the sum of (i) with respect to any portion of the Project consisting of undeveloped land or Non-Economic Development Property for which the Company is obligated, by law or agreement, to pay taxes, a payment equal to the taxes that would otherwise be due on such undeveloped land or Non-Economic Development Property were it subject to *ad valorem* taxes; (ii) with respect to those portions of the Project (other than undeveloped land and Non-Economic Development Property) placed in service during the Investment Period for each of the 30 consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) through (e) below (a “Negotiated FILOT”); and (iii) with respect to increments of the Project constituting Economic Development Property after such 30-year period, a payment equal to the *ad valorem* taxes that are due or would otherwise be due on such property were it subject to *ad valorem* taxes, as the case may be, with appropriate reductions with respect to the property described in clauses (i) and (ii) above, similar to the tax exemption, if any, which would be afforded to the Company if *ad valorem* taxes were paid, only to the extent permitted by the Act for Economic Development Property. For the purposes of clause (ii) above, there shall be excluded any Released Property and any other portion of the Project which ceases to qualify for a FILOT hereunder or under the Act.

(c) (i) The Negotiated FILOT Payment with respect to any property tax year shall be calculated in accordance with subparagraph (c)(ii) or (c)(iii) below.

(ii) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on (1) the fair market value of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes), (2) a fixed millage rate in effect for the Project site on June 30, 2020, which the parties hereto believe to be 326.3 mils, for all Project property, which millage rate shall remain fixed for the Term and (3) a fixed assessment ratio of 6%. The fair market value of the of the improvements to real property shall be determined by using the original income tax basis for State income tax purposes for any improvements without regard to depreciation and the fair market value of the Equipment shall be determined by using the original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. Such fair market value must be that determined by the Department of Revenue, in accordance with the Act. All such calculations shall take into account all deductions for depreciation

or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemption allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(iii) If legislation generally reducing the applicable minimum assessment ratio shall be enacted, the County shall, to the extent permitted by law, amend this Agreement to afford the Company the lowest assessment ratio permitted by law, if so approved by the County Council then in office. Moreover, if taxes on real and personal property shall be abolished in the County or in the State, the Company may terminate this Agreement immediately without further obligation other than those already accrued.

(d) The FILOT Payments are to be recalculated (i) to reduce such payments in the event the Company disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code, as provided in Section 4.03, by the amount thereof applicable to the Released Property; provided, however, that any disposal of Released Property need not result in a recalculation of the FILOT Payments unless the Company so elects; or (ii) to increase such payments in the event the Company adds property (other than Replacement Property) to the Project. To the extent that any Infrastructure Credit against FILOT Payments as provided under the Infrastructure Credits Section 5.02, below, is used as payment for personal property, including machinery and equipment, and the personal property is removed from the Project at any time during the life of the FILOT, the amount of the FILOT Payments due on the personal property for the year in which the personal property was removed from the Project also shall be due for the two years immediately following the removal.

(e) Upon the Company's installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by the Company, such Replacement Property shall become subject to FILOT Payments to the extent permitted by, and in accordance with the Act.

(f) Should the Company not invest at least the minimum investment stated herein (Fifty Million Dollars (\$50,000,000)) and create at least One Hundred Thirty Five (135) new, full-time jobs in the Project in the timeframe provided (during the Initial Investment Period) and maintain at least that amount of investment (without regard to depreciation) in the Project during the term of the Special Source Revenue Credits described in this paragraph and Section 5.02, hereof, the Company shall lose the benefit of some or all of the Special Source Infrastructure Credits (as defined in Section 5.02, hereof).

SECTION 5.02. Infrastructure Credits or Special Source Revenue Credits.

During the first ten (10) consecutive years that Payments In Lieu Of Taxes are made for the Project in accordance with Section 5.01, hereof, the Company shall also be entitled to claim Infrastructure Credits, or Special Source Revenue Credits ("SSRCs") of Fifty Percent (50%) of the calculated Payment In Lieu of Taxes due for Project Property, each of the first ten (10) years (years 1-10) and Forty Percent (40%) of the calculated Payment In

Lieu of Taxes due for Project Property, each of the next five (5) years (years 11-15). The Infrastructure Credit due to the Company shall be shown on the annual tax bill issued to the Company by the County for Project property. The Infrastructure Credit shown on the Project tax bill by the County shall never exceed the actual infrastructure expenditures by the Company, annually or cumulatively, as certified to the County by the Company, if and when so requested by the County. Should the Company not achieve the investment or job creation requirements stated in Section 2.02(e) hereof by the end of the fifth (5th) year following the end of the first year in which Project Property is placed in service, the SSRCs described in this Section 5.02 will be reduced to Thirty Percent (30%). However, should the investment and jobs creation requirements of Section 2.02(e) subsequently be met by the Company by the end of the seventh (7th) year following the end of the first year in which Project Property is placed in service, the credits described herein will be reinstated for the duration of the credits – but no credit already lost/forfeited will be reimbursed. As provided in Section 4-29-68(A)(2)(ii) of the Code, to the extent any SSRC is used for reimbursement for economic development infrastructure that is personal property, and the personal property is removed from the Project at any time during the term of the SSRCs (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

ARTICLE VI

PAYMENT OF EXPENSES BY COMPANY

SECTION 6.01. Payment of Administration Expenses. The Company will pay to the County from time to time amounts equal to the Administration Expenses of the County promptly upon written request therefor, but in no event later than 45 days after receiving written notice from the County specifying the nature of such expenses and requesting payment of the same. Such expenses shall include, without limitation, the County's ordinary and reasonable actual fees for legal services related to the Project and the negotiation, authorization, and execution of the Fee Agreement, the Lease Agreement (if any), the Inducement Agreement, and any other legal agreements or political procedural documents that may be necessary in connection therewith, not to exceed Five Thousand Dollars (\$5,000).

SECTION 6.02. Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT Payments or payments of Administration Expenses hereunder, the Company agrees to pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes or for non-payment of FILOT Payments.

ARTICLE VII

CASUALTY AND CONDEMNATION

SECTION 7.01. Damage and Destruction. If all or any part of the Project shall be lost, stolen, destroyed, or damaged, the Company in its discretion may repair or replace the same. If the Company shall determine to repair or replace the Project, the Company shall forthwith proceed with such rebuilding, repairing, or restoring and shall notify the County upon the completion thereof. The County shall not have any responsibility to complete such rebuilding, repair or restoration thereof or pay any portion of the costs thereof including, without limitation, in the event any insurance proceeds are not sufficient to pay in full the costs of such rebuilding, repair or restoration, any costs in excess of the amount of said proceeds. The Company shall not by reason of any such damages or destruction or the payment of any excess costs be entitled to any reimbursement from the County or, except as set forth in Section 7.03 hereof, any abatement or diminution of the amounts payable hereunder.

SECTION 7.02. Condemnation. In the event that title to or the temporary use of the Project, or any part thereof, shall be taken in condemnation or by the exercise of the power of eminent domain, there shall be no abatement or reduction in the payments required by be made by the Company hereunder except as set forth in Section 7.03 hereof. The Company shall promptly notify the County, as to the nature and extent of such taking and, as soon as practicable thereafter, notify the County whether it has elected to restore the Project. If it shall be determined to restore the Project, the Company shall forthwith proceed with such restoration, and shall notify the County, upon the completion thereof.

SECTION 7.03. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, which damage, destruction, loss, theft and/or condemnation would substantially impair the operating ability of the Project or such portion thereof, the parties hereto agree that the FILOT Payments required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project, subject, always, to the requirements of Section 5.01 hereof and the Act.

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

SECTION 8.01. Use of Project for Lawful Activities. The Company is hereby granted and shall have the right during the Term of this Agreement to occupy and use the Project for any lawful purpose authorized pursuant to the Act. Insofar as it is practicable under existing conditions from time to time during the Term of this Agreement, the Project shall be used primarily as a manufacturing facility.

SECTION 8.02. Right to Inspect. The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project and to have access to and examine and inspect all the Company's books and records pertaining to the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to examine the plans and specifications of the Company with respect to the Project. The aforesaid rights of

examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, which conditions shall be deemed to include, but not be limited to, those necessary to protect the Company's trade secrets and proprietary rights. In no way shall this requirement of confidentiality be deemed to apply to or restrict the rights of the United States Government and the State of South Carolina or its political subdivisions in the exercise of their respective sovereign duties and powers.

SECTION 8.03. Limitation of Pecuniary Liability for County. Anything herein to the contrary notwithstanding: (a) the Project gives rise to no pecuniary liability of the County or charge against its general credit or taxing powers; and (b) the County may require as a condition to the participation by it with the Company in any contests or in obtaining any license or permits or other legal approvals a deposit by the Company of such amount as reasonably determined by the County to be appropriate to assure the reimbursement to the County of the costs incurred by it in such participation, with any amount of such deposit in excess of such costs to be returned to the Company; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance or any other remedy available at law or in equity.

SECTION 8.04. Maintenance of Existence. The Company covenants that any alteration of its separate existence, dissolution, consolidation, merger, transfer, or disposition of substantially all of its assets to any other entity shall be done in accordance and compliance with the Transfer Provisions. Subject to the Transfer Provisions, the Company may permit one or more other Persons to consolidate or merge into it without the consent of the County, provided no default shall have occurred and be continuing at the time of such proposed transaction or would result therefrom.

SECTION 8.05. Indemnification Covenants.

(a) Company shall and agrees to indemnify and save the County as well as the members of its governing body, its employees, officers and agents harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project, and, Company further, shall indemnify and save the County harmless against and from all claims arising from (i) any condition of the Project, (ii) any breach or default on the part of Company in the performance of any of its obligations under this Agreement, (iii) any act of Company or any of its agents, contractors, servants, employees or licensees, related to the Project (iv) any act of any assignee, sublessee or subcompany of Company, or of any agents, contractors, servants, employees or licensees of any assignee, sublessee or subcompany of Company, related to the Project or (v) any environmental violation, condition, or effect, related to the Project. Company shall indemnify and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, including, without limitation, ordinary and reasonable, actual, attorney's fees, and upon notice from the County, Company shall defend it in any such action, prosecution or proceeding with counsel acceptable to the County, approval of whom shall not unreasonably be withheld by the County.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its agents,

officers, employees or governing body members, shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County thereunder, by reason of the performance of any act requested of it by the Company, or by reason of the County's ownership of the Project (if so owned), the operation of the Project including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County, its agents, officers employees or governing body members should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, including, without limitation, ordinary and reasonable, actual, attorney's fees, and upon notice, the Company shall defend them in any such action or proceeding with counsel acceptable to the County, approval of whom shall not unreasonably be withheld by the County. These indemnification provisions of Section 8.05 shall not be available to or for agents, officers employees or governing body members of the County whose liability or exposure is caused by their own gross negligence or willful misconduct.

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

SECTION 8.06. INSURANCE COVENANTS. If the Company is required to utilize a Lease Agreement, as described herein, the Company will provide insurance coverage for the Project in the types and amounts acceptable to the County, whose approval thereof will not be unreasonably withheld. More specifically, the Company will, and to the extent there are any other owners of the Project, will cause such owners, to the extent of their respective portion of the Project, to: (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company, and will carry public liability insurance covering personal injury, death or property damage with respect to the Project; or (ii) self-insure with respect to such risks in the same manner as it does with respect to similar property owned by the Company; or (iii) maintain a combination of insurance coverage and self-insurance as to such risks.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

SECTION 9.01. Transfers of Interest in Agreement and Economic Development Property; Financing Arrangements. The Company and the County agree that any transfers of interest in this Agreement or Economic Development Property, and the entering into of any financing arrangement concerning any part of the Project shall be undertaken in compliance with the Transfer Provisions.

SECTION 9.02. Access. In lieu of and/or in addition to any subleasing by the Company pursuant to Section 9.01, the Company may, without any approval by the County, grant such rights of access to the Project and the buildings thereon as the Company may decide in its sole discretion.

SECTION 9.03. Relative Rights of County and Financing Entities as Secured Parties.

The parties acknowledge that the County's right to receive FILOT Revenues hereunder shall have a first priority lien status pursuant to Section 12-44-90 of the Code, and Chapters 4 and 54 of Title 12 of the Code. The County consents and agrees that its rights under this Agreement, except for its rights to receive FILOT Revenues, Administration Expenses and Indemnification, pursuant to Section 8.05, shall be subordinate to the rights of the secured party or parties under any financing arrangements undertaken by the Company with respect to the Project pursuant to Section 9.01 hereof, such subordination to be effective without any additional consent or action on the part of the County; provided, however, that the County hereby agrees, at the sole cost and expense of the Company, to execute such agreements, documents, and instruments, in form and substance agreeable to the County and the Company, as may be reasonably required by such secured party or parties to effectuate or document such subordination. The County hereby authorizes the then current County Administrator to execute such agreements, documents, and instruments as necessary therefore, upon advice of legal counsel.

ARTICLE X

TERM; TERMINATION

SECTION 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the last day of the property tax year in which the last Negotiated FILOT Payment is due hereunder. The County's rights to receive defaulted FILOT payments, indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

SECTION 10.02. Termination. The Company may terminate this Agreement at any time, in which event the Project shall be subject to *ad valorem* taxes from the date of termination.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

SECTION 11.01. Events of Default by Company. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company:

(a) if default shall be made in the due and punctual payment of any FILOT Payments, Administration Expenses or indemnification required hereunder, which default shall not have been cured within 30 days following receipt of written notice thereof from the County; or

(b) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (a), and such default shall continue for 90 days after the County shall have given the Company written notice of such default, the Company shall fail to use best, commercially reasonable efforts to cure the same.

SECTION 11.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default and without limiting any other remedy or right which the County might have at law or in equity, the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(i) declare immediately due and payable all payments due hereunder including, without limitation, any such FILOT payments, payments of Administration Expenses or indemnification payments;

(ii) terminate this Agreement by delivery of written notice to the Company not less than 30 days prior to the termination date specified therein;

(iii) have access to and inspect, examine, and make copies of the books, records, and accounts of the Company pertaining to the construction, acquisition, or maintenance of the Project; or

(iv) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Company under this Agreement.

SECTION 11.03. Application of Moneys Upon Enforcement of Remedies. Any moneys received by the County upon enforcement of its rights hereunder shall be applied as follows: first, to the reasonable costs associated with such enforcement proceedings; second, to pay Administration Expenses; third, to pay any indemnification amounts owed to the County hereunder; fourth, to pay the FILOT; and fifth, to pay any other amount due to the County under this Agreement.

SECTION 11.04. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

ARTICLE XII

MISCELLANEOUS

SECTION 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced, and the exercise or the failure to exercise by the County or by the Company of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing by law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers, or remedies.

SECTION 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

SECTION 12.03. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

- (a) As to County:
Anderson County, South Carolina
Attn: Rusty Burns, County Administrator
P. O. Box 8002
Anderson, South Carolina 29622-8002

with a copy to:

Anderson County Attorney
P. O. Box 8002
Anderson, South Carolina 29622-8002

- (b) As to Company:
Glen Raven Custom Fabrics, LLC
Attn: Chris Roach
1831 North Park Avenue
Burlington, North Carolina 27217-1100

with a copy to:

Burr & Forman
Attn: Thomas L. Martin
P. O. Box 447
Greenville, South Carolina 29601-2970

SECTION 12.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of South Carolina.

SECTION 12.05. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other as to its subject matter, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

SECTION 12.06. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

SECTION 12.07. Headings and Table of Contents: References. The headings of the Agreement and any Table of Contents or Index annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular Articles or Sections or subdivisions of this Agreement are references to the designated Articles or Sections or subdivisions of this Agreement.

SECTION 12.08. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original but all of which taken together shall constitute but one and the same instrument. Facsimile signatures may be relied upon as if originals.

SECTION 12.09. Amendments. Subject to the limitations set forth in Section 12-44-40(J)(2) of the FILOT Simplification Act, this Agreement may be amended, or the rights and interests of the parties hereunder surrendered, only by a writing signed by both parties.

SECTION 12.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in writing signed by the waiving party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

(signatures on following pages)

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman of County Council
Anderson County, South Carolina

(SEAL)

ATTEST:

Janie L. Turmon, Assistant Clerk to Council
Anderson County, South Carolina

Glen Raven Custom Fabrics, LLC

BY: _____

NAME: _____

ITS: _____

EXHIBIT “A”

LAND DESCRIPTION

**[GLEN RAVEN CUSTOM FABRICS, LLC REAL PROPERTY (ANDERSON COUNTY
S.C. DESCRIPTION)]**

Ordinance #2021-057

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 20.5 acres from C-2 (Highway Commercial District) to I-2 (Industrial Park District) on a parcel of land, identified as Highway 81 North & Evergreen Rd in the North Pointe Precinct shown in Deed Book 4293 page 163. The parcel is further identified as TMS #144-00-04-008.

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

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

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from C-2 to I-2 for +/- 20.5 acres of TMS #144-00-04-008 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on September 14, 2021, during which it reviewed the proposed rezoning from C-2 to I-2 +/- 20.5 acres of TMS #144-00-04-008 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on October 19, 2021, regarding said amendment of the Anderson County Official Zoning Map:

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone from C-2 to I-2 +/- 20.5 acres of TMS #144-00-04-008 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

ATTEST: Ordinance 2021-057

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Janie L. Turmon
Assistant Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1st Reading: October 5, 2021

2nd Reading: October 19, 2021

3rd Reading: November 2, 2021

Public Hearing: October 19, 2021

Ordinance #2021-058

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 16.22 acres from C-2 (Highway Commercial District) & R-15 (Single Family Residential) to R-M (Multifamily Residential) on a parcel of land, identified as Royal American Rd and Driftwood Way, in the Denver-Sandy Springs Precinct shown in Deed Book 2462 page 186. The parcel is further identified as TMS #93-02-02-060, TMS #93-02-02-062, and TMS #93-02-02-063.

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

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

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from C-2 & R-15 to R-M for +/- 16.22 acres of TMS #93-02-02-060, TMS #93-02-02-062, and TMS #93-02-02-063 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on September 14, 2021, during which it reviewed the proposed rezoning from to C-2 & R-15 to R-M +/- 16.22 acres of TMS #93-02-02-060, TMS #93-02-02-062, and TMS #93-02-02-063 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on October 19, 2021, regarding said amendment of the Anderson County Official Zoning Map:

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone from C-2 & R-15 to R-M +/- 16.22 acres of TMS #93-02-02-060, TMS #93-02-02-062, and TMS #93-02-02-063 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

ATTEST: Ordinance 2021-058

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Janie L. Turmon
Assistant Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1st Reading: October 5, 2021

2nd Reading: October 19, 2021

3rd Reading: November 2, 2021

Public Hearing: October 19, 2021

ORDINANCE NO. 2021-060

AN ORDINANCE TO AMEND THE 2010 JOINT COUNTY INDUSTRIAL AND BUSINESS PARK AGREEMENT WITH GREENVILLE COUNTY, SOUTH CAROLINA SO AS TO ENLARGE THE PARK, AND OTHER MATTERS RELATING THERETO.

WHEREAS, Greenville County, South Carolina ("**Greenville County**") and Anderson County, South Carolina ("**Anderson County**") and together with Greenville County, the "**Counties**") are authorized under Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "**Act**"), to jointly develop an industrial or business park within the geographical boundaries of one or more of the member Counties;

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties, the Counties agreed to so jointly develop an industrial and business park (the "**Park**") through the delivery by the parties of an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended (collectively, the "**Park Agreement**");

WHEREAS, the Park Agreement, by its terms, contemplates the expansion of the Park by inclusion of additional parcels within the Park from time to time, pursuant to ordinances of the county councils of Greenville County and Anderson County; and

WHEREAS, the Counties now desire to amend the Park Agreement to expand the Park to include certain parcels in Greenville County as additional parcels in the Park;

NOW, THEREFORE, BE IT ORDAINED BY THE ANDERSON COUNTY COUNCIL:

SECTION 1: It is hereby determined that the Park Agreement is hereby amended for purposes of expanding the Park premises located in Greenville County to include the property described in Schedule I attached hereto (the "**Property**"). Accordingly, upon enactment of a corresponding ordinance of approval by Greenville County Council, Exhibit A to the Park Agreement shall hereby be deemed amended, without further action by the Counties, to include the Property.

SECTION 2: This Ordinance shall be effective immediately upon enactment.

ENACTED this 5th day of November, 2021.

ANDERSON COUNTY, SOUTH CAROLINA

Chairman, Anderson County Council

Attest:

Clerk to County Council

1st Reading: October 5, 2021
2nd Reading: October 19, 2021
3rd Reading: November 5, 2021

Public Hearing: October 19, 2021

SCHEDULE I

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

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk of the County Council of Anderson County, South Carolina, do hereby certify that the foregoing is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of October 5, 2021, October 19, 2021 and November 5, 2021, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

WITNESS MY HAND this 5th day of November, 2021.

Clerk to County Council of
Anderson County, South Carolina

ORDINANCE NO. 2021-061

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY KNOWN TO THE COUNTY AT THIS TIME AS PROJECT EQUINOX WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO. (TITLE ONLY)

Anderson County Purchasing Department Bid Tabulation

BID #22-012 WASTE HANDLING TRACK TYPE DOZER

	Vendor	addend. & bond	BID / ALT. BID
1	FLINT		\$705,079.07
2	FLINT	ALTERNATE	\$659,272.94
3	HILLS MACHINERY		NO BID
4	AG PRO		NO RESPONSE
5	LINDER		NO RESPONSE
6	STAFFORD EQUIPMENT		NO RESPONSE
7	ASC VOLVO		NO RESPONSE
8	DOUGHERTY EQUIPMENT		NO RESPONSE
9	MAY EQUIPMENT		NO RESPONSE
10	BLANCHARD MACHINERY		NO RESPONSE
11			
12			
13			
14	AWARD TO:	Flint	9.24.2021

Total - \$665,816.94


Robert Carroll

From: Joseph Stone
Sent: Friday, September 24, 2021 9:28 AM
To: Robert Carroll
Cc: Greg Smith; Joseph Stone
Subject: Dozer Bid 22-012 Award Recommendation
Attachments: CCE09242021_0003.pdf

Fleet Services recommends awarding this bid to Flint Equipment in the amount of \$665,816.94. This included the extended warranty and will reuse the ripper that is on the current unit. After research we feel that the price of the trade in is too low. We will place the current unit on auction once the new one has arrived and placed in service.

Anderson County Purchasing Department Bid Tabulation

BID #22-014 ALUMINUM BOAT

	Vendor	addend. & bond	BID / ALT. BID
1	OQUAWKA BOATS		\$198,000.00
2	LYMAN-MORSE		\$187,574.00
3	TECHNOLOGY INT'L		NO RESPONSE
4	WATERLINE SYSTEMS		NO RESPONSE
5	SETCOM CORP.		NO RESPONSE
6	DAVID HUNT		NO RESPONSE
7	LAKE ASSAULT		NO RESPONSE
8	MUNSON BOATS		NO RESPONSE
9	STRICKLAND MARINE		NO RESPONSE
10	DOSS MARINE		NO RESPONSE
11	SILVER SHIPS		NO RESPONSE
12			
13			
14	AWARD TO:	Lyman - Morse	 9.24.2021

Robert Carroll

From: Joseph Stone
Sent: Friday, September 24, 2021 9:40 AM
To: Robert Carroll
Cc: David Baker; Joseph Stone
Subject: Bid Award Recommendation for Boat Purchase Bid 22-014
Attachments: Bid 22-014 Boat Purchase.pdf

Fleet Services recommends awarding the bid to Lyman-Morse in the amount of \$187,574. I have spoken with the vendor to ensure that the requested changes for the twin motors and the addition of the fire pump are included. Also I will (Pending Council/Purchasing Approval to Purchase) create a design team to work with the company comprised of 3 individuals 1 from Fleet, 1 from Emergency Management and 1 from Dive Team to have a video conference with the boat builder to discuss placement of items that will not cost any additional fees to ensure that operation of the boat will be as good as we can make it. Also before it is asked Sea Trials will be done by the boat builder at their location and then once it arrives to us it will be taken to the lake for us to also perform our own sea trial and Q/A session.



ANDERSON COUNTY
SOUTH CAROLINA

Joe Stone
Anderson County Fleet Manager

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

739 Michelin Boulevard
Anderson, SC 29626



Recreation Fund Appropriations Form

Anderson County Council Clerk P. O. Box 8002 Anderson, SC 29622

Email: lacroegaert@andersoncountysc.org

Fax: 864-260-4356

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

1. Name of entity requesting recreation fund appropriation:

Angel's ELITE Model Troupe

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

\$7,000 (*1,000/district)

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

Fashion show fundraiser expenses

(venue, band, host, catering, photographer, videographer, etc.)

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: Angel Wheeler

Mailing Address: 4312 Old Mill Rd. Anderson, SC 29621

Phone Number: 864-318-4125

Email: elite.modeltroupe@gmail.com

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

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

Angel Wheeler
Signature

Angel Wheeler
Print Name

9/22/21
Date

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 11 2020

ANGELS ELITE MODEL TROUPE
3804 SHAWNEE AVE
ANDERSON, SC 29626-0000

Employer Identification Number:
83-1653935
DLN:
26053421006180
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December
Public Charity Status:
509(a) (2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
August 21, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.