



**AGENDA**  
**ANDERSON COUNTY COUNCIL**  
**REGULAR MEETING**  
**Tuesday, December 21, 2021 at 11:00 a.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. Jimmy Davis

**3. RESOLUTIONS:**

- a. **R2021-064**- A Resolution to honor and recognize Terry Gaines upon his retirement from the Anderson Sports & Entertainment Complex; and other matters related thereto.

Mr. Tommy Dunn

**4. APPROVAL OF MINUTES**

December 7, 2021 minutes not received

**5. CITIZENS COMMENTS**

Agenda Matters Only

**6. ORDINANCE THIRD READING:**

- a. **2021-072**- An Ordinance authorizing the execution of an infrastructure credit agreement among Anderson County, Fair Street Partners LLC, and the City of Anderson, South Carolina; and other related matters. [Project Chemtex]

Mr. Burriss Nelson (allotted 5 minutes)

- b. **2021-073** An Ordinance to develop a joint industrial/business park in conjunction with Oconee County, such industrial/business park to be geographically located in Anderson County and established pursuant to Sec. 4-1-170 of the Code of Laws of South Carolina, 1976, as amended; to provide for a written agreement with Oconee County to provide for the expenses of the park, the percentage of revenue application, and the distribution of fees in lieu of *ad valorem* taxation; and other matters related thereto.

Mr. Burriss Nelson (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

**Renee Watts**  
Clerk to Council

**Rusty Burns**  
County Administrator



**7. ORDINANCE SECOND READING:** none

**8. ORDINANCE FIRST READING:**

- a. **2021-074-** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park to include certain property of Equinox Mill LLC and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- b. **2021-075-** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- c. **2021-076-** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park to include certain property of Old Dominion Freight Line, Inc. and other matters related thereto. [Project Greenlight]

Mr. Burriss Nelson (allotted 5 minutes)

- d. **2021-077-** An Ordinance authorizing and approving (1) The development of a joint county industrial and business park pursuant to section 4-1-170 of the code of South Carolina 1976, as amended, in conjunction with Greenville County ( The "Park"), such park to be geographically located in Greenville County; (2) the execution and delivery of a written park agreement with Greenville County as to the requirement of payments of fee in lieu of *ad valorem* taxes with respect to park property and the sharing of the revenues and expenses of the park; (3) the distribution of revenues from the park with Anderson County; and (4) other matters related thereto. (Project Ott)

Mr. Burriss Nelson (allotted 5 minutes)

**9. RESOLUTIONS:** None

**10. BID APPROVAL:**

- a. RFP #22-028-approval of internet provider

Mr. Robert Carroll (allotted 5 minutes)



**11. DISCUSSION AND ACTION ON EMS EXTENSION REQUEST**

Mr. Ray Graham (allotted 5 minutes)

**12. DISCUSSION AND ACTION ON AMENDMENT TO LEASE AGREEMENT FOR A PORTION OF 1428 BUILDING TO TTI**

Mr. Rusty Burns (allotted 5 minutes)

**13. APPOINTMENTS:**

- a. Planning Commission- District 7
- b. Board of Zoning Appeals- District 4

**14. EXECUTIVE SESSION:**

- a. Legal advice covered by attorney client privilege regarding opioid litigation matter.
- b. Action following Executive Session

**15. REQUESTS BY COUNCIL:**

- a. Men at Work (educational and recreation activity) District #2

**16. ADMINISTRATOR'S REPORT:**

- a. Budget Transfers
- b. Paving
- c. Special Reports

**17. 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.**

**RESOLUTION #R2021-64**

**A RESOLUTION TO HONOR AND RECOGNIZE TERRY GAINES UPON HIS RETIREMENT FROM THE ANDERSON SPORTS & ENTERTAINMENT COMPLEX; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Terry Gaines began his service twenty-two years ago at the Anderson Sports & Entertainment Complex (ASEC) in 1999, maintaining the ballfields at the Sports Complex until March 2012 and, since then, serving as Civic Center Event and Leasing Coordinator; and

**WHEREAS**, Mr. Gaines graduated from D.W. Daniel High School in 1976, graduated with a Bachelor of Science from Central Wesleyan College in 1981, attends New Prospect Baptist Church with his wife of 28 years, Jamie, and has one son, Zach, and a daughter-in-law, Nikki; and

**WHEREAS**, Anderson County wishes to recognize Mr. Gaines upon his retirement for his many years of service to the County and to express appreciation for his dedicated, committed service to the citizens of Anderson County;

**THEREFORE, BE IT RESOLVED**, to take effect and be in force immediately upon enactment, that Anderson County Council thanks Mr. Gaines for his dedicated service over the years and wishes him a healthy and fulfilling retirement, adopted in a meeting duly assembled this twenty-first day of December, 2021.

\_\_\_\_\_  
Tommy Dunn, Chairman  
District Five

\_\_\_\_\_  
Brett Sanders, Vice-Chairman  
District Four

\_\_\_\_\_  
John B. Wright, Jr.  
District One

\_\_\_\_\_  
Glenn Davis  
District Two

\_\_\_\_\_  
Ray Graham  
District Three

\_\_\_\_\_  
Jimmy Davis  
District Six

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

**ATTEST:**

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

\_\_\_\_\_  
Renee Watts  
Clerk to Council

**ORDINANCE NO. 2021-072**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN  
INFRASTRUCTURE CREDIT AGREEMENT AMONG  
ANDERSON COUNTY, FAIR STREET PARTNERS LLC, AND  
THE CITY OF ANDERSON, SOUTH CAROLINA; AND OTHER  
RELATED MATTERS.**

WHEREAS, Anderson County, South Carolina ("County"), acting by and through its County Council ("County Council"), is authorized and empowered under Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act"), to (i) create multi-county industrial parks in partnership with counties having contiguous borders with the County; and (ii) include the property of eligible companies within such multi-county industrial parks, which inclusion under the terms of the Act makes such property exempt from *ad valorem* property taxes, and changes the character of the annual receipts from such property to fees-in-lieu of ad valorem property taxes ("Fee Payments");

WHEREAS, the County is further authorized by the Act to grant credits against such Fee Payments ("Infrastructure Credit") in order to assist a company located in a multi-county industrial park in paying the cost of (i) designing, acquiring, constructing, improving, or expanding infrastructure serving the County or the property of a company located within such multi-county industrial parks or (ii) improved or unimproved real estate and personal property used in the operation of a commercial or manufacturing enterprise located within such multi county industrial park in order to enhance the economic development of the County ("Infrastructure");

WHEREAS, pursuant to the authority provided in the Act, the County has authorized the creation of a multi-county industrial park ("Park") with Oconee County, South Carolina ("Oconee County") and authorized the execution and delivery of an Agreement for Development of a Joint County Industrial/Business Park with Oconee County;

WHEREAS, Fair Street Partners LLC, a South Carolina limited liability company ("Company") is planning an investment in the County through developing a mixed use development consisting of the development or redevelopment of approximately 126 new and/or renovated apartments, public pocket parks and greenspace, and a commercial building(s) for uses such as retail, restaurant or office tenants in the County and in the City of Anderson, South Carolina (collectively "Project") on one or more sites more particularly described on Exhibit A to the Infrastructure Credit Agreement, the form of which is attached as Exhibit A hereto (the "Credit Agreement"), which the Company expects will result in the creation of additional new, full-time employment and additional investment of taxable property in the County;

WHEREAS, the County, as an inducement to the Company to locate the Project in the County, desires to enter into the Credit Agreement to provide the Company with an Infrastructure Credit against the Company's Fee Payments with respect to the Project as a reimbursement to the Company for its expenditures on Infrastructure benefitting the County and the Project; and

WHEREAS, to effect the Infrastructure Credit, the County desires to include the Project in the Park.

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

**Section 1. Statutory Findings.** Council hereby determines that the Project and the Company's expenditures on Infrastructure will enhance the economic development of the County.

**Section 2. *Approval of Credit Agreement.*** There is hereby authorized the Credit Agreement, the terms and conditions of the Infrastructure Credit are included in the Credit Agreement to be executed by the Company and the County, the substantially final form of which is attached hereto as Exhibit A, and such terms and conditions are approved and incorporated in this Ordinance by reference as if the Credit Agreement were set out in this Ordinance in its entirety.

**Section 3. *Further Assurances.*** The County Council Chair is authorized and directed, in the name of and on behalf of the County, to take whatever further actions and execute whatever further documents as the County Council Chair deems to be reasonably necessary and prudent to effect the intent of this Ordinance.

**Section 4. *Savings Clause.*** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

**Section 5. *General Repealer.*** Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 6. *Effective Date.*** This Ordinance is effective after its third reading and public hearing.

[SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Enacted in meeting duly assembled this 21st day of December, 2021.

**ANDERSON COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chair of County Council,  
Anderson County, South Carolina

ATTEST:

By: \_\_\_\_\_  
County Administrator,  
Anderson County, South Carolina

By: \_\_\_\_\_  
Clerk to County Council  
Anderson County, South Carolina

First Reading: November 16, 2021  
Second Reading: December 7, 2021  
Third Reading: December 21, 2021  
Public Hearing: December 21, 2021

Approved as to Form:

By: \_\_\_\_\_  
Leon C. Harmon  
County Attorney

**EXHIBIT A**

**FORM OF INFRASTRUCTURE CREDIT AGREEMENT**



**SOUTH CAROLINA**

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**ANDERSON COUNTY**

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I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given a public hearing on December 21, 2021, and which was given reading, and received majority approval, by the County Council at meetings of November 16, 2021, December 7, 2021 and December 21, 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.

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Clerk to County Council,  
Anderson County Council

Dated: December 21, 2021

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**INFRASTRUCTURE CREDIT AGREEMENT**

**by and among**

**ANDERSON COUNTY, SOUTH CAROLINA,**

**and**

**THE CITY OF ANDERSON, SOUTH CAROLINA**

**and**

**FAIR STREET PARTNERS LLC**

**Effective as of: December 21, 2021**

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## INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of December 21, 2021 ("Agreement"), is by and among ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), the CITY OF ANDERSON, SOUTH CAROLINA, a body politic and municipal corporation of the State of South Carolina (the "City," and together with the County, the "Local Governments") and FAIR STREET PARTNERS LLC, a South Carolina limited liability company, its successors and assigns ("Company," and together with the Local Governments, the "Parties," each, a "Party").

### WITNESSETH:

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

WHEREAS, the County is further authorized by the Act to grant credits against the Fee Payments ("Infrastructure Credit") to assist a company located in a multi-county industrial park in paying the cost of (i) designing, acquiring, constructing, improving, or expanding infrastructure serving the County or the property of a company located in the multi-county industrial parks or (ii) improved or unimproved real estate and personal property used in the operation of a commercial or manufacturing enterprise located in the multi county industrial park to enhance the economic development of the County ("Infrastructure");

WHEREAS, the Company is planning an investment in the City through the establishment of a mixed use commercial development consisting of the development or redevelopment of approximately 126 new and/or renovated apartments, public pocket parks and greenspace, and a commercial building(s) for uses such as retail, restaurant, or office tenants in the City (collectively "Project"), on a site more particularly described on Exhibit A of this Agreement (collectively, "Property"), which the Company expects will result in additional investment in the City and County;

WHEREAS, pursuant to the authority provided in the Act, the County has by ordinance enacted on [DATE] ("MCIP Ordinance") developed a multi-county industrial park ("Park") with Oconee County, South Carolina, pursuant to an Agreement for Development of Joint County Industrial/Business Park ("Park Agreement") in order to include the Property in such Park; and

WHEREAS, pursuant to the Park Agreement, Oconee County, South Carolina enacted a companion ordinance on [DATE] authorizing the execution of the Park Agreement to include the Property in the Park;

WHEREAS, by an ordinance enacted on [DATE] ("Credit Ordinance"), the County authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company's Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below; and

WHEREAS, the City adopted a resolution on [DATE] ("Consent Resolution"), which included its consent to the provision of Infrastructure Credits to the Company by the County and duly authorized the execution and delivery of this Agreement.

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

## **ARTICLE I REPRESENTATIONS**

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

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina ("State");
- (b) The County is duly authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Credit Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park by adoption of the MCIP Ordinance; and
- (f) Based on representations made by the Company to the Local Governments, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

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

- (a) The City is a body politic and a municipal corporation of the State;
- (b) The City is authorized to enter into and carry out its obligations under this Agreement;
- (c) The City has duly authorized and approved the execution and delivery of this Agreement by adoption of the Consent Resolution in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The City is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The City has approved the inclusion of the Property in the Park by adoption of the Consent Resolution; and
- (f) Based on representations made by the Company to the Local Governments, the City has determined the Project and the Infrastructure will enhance the economic development of the City. Therefore, the City is entering into this Agreement for the purpose of promoting the economic development of the City.

**Section 1.3. *Representations by the Company.*** The Company represents to the Local Governments as follows:

- (a) The Company is in good standing under the laws of the State, has power to conduct

business in the State and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;

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

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

## **ARTICLE II INFRASTRUCTURE CREDITS**

**Section 2.1. *Investment Commitment.*** The Company shall make not less than \$20,000,000 in investment in the real property and planning and improvements to real property comprising the Project (the "Minimum Investment") on or before December 31, 2028 (the "Threshold Date"). The Company shall certify to the Local Governments its achievement of the Minimum Investment by no later than the Threshold Date by providing documentation to the Local Governments sufficient to reflect achievement of the Minimum Investment (the date of the Local Governments' receipt of such certification being the "Certification Date"). In no event shall the Company be entitled to certify the satisfaction of the Minimum Investment required hereunder after the Threshold Date. If the Company fails to achieve and certify the Minimum Investment by the Threshold Date, this Agreement shall terminate, and the Company will no longer be entitled to receive any benefits hereunder.

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

(a) To assist in paying for costs of Infrastructure, there shall be provided an Infrastructure Credit against the Company's Fee Payments due for each property tax year (each, a "Property Tax Year") with respect to the Project equal to the amount necessary to result in the reduced Fee Payment for such Property Tax Year set forth in the schedule of Fee Payments attached hereto as Exhibit B. The Infrastructure Credit shall be provided for fifteen (15) consecutive years (the "Credit Term") commencing with the first Property Tax Year following the year in which the Certification Date occurs. By way of example only, if the Certification Date is December 31, 2022, the Credit Term shall commence and the Infrastructure Credit shall be first applied against the Company's Fee Payment due for the Project with respect to the 2023 Property Tax Year, which Fee Payment shall be due and payable on or before January 15, 2024.

(b) The County shall prepare and issue the Company's annual Fee Payment bill with respect to the Project. Following receipt of the bill, the Company shall complete and return the Annual Credit Certification, attached hereto as Exhibit C, to both Local Governments showing the Infrastructure Credit to which the Company is entitled, and remit the Fee Payment net of the Infrastructure Credit set forth in Section 2.3 (a) ("Net Fee Payment") to the County.

(c) After payment of a portion of the Net Fee Payment to Oconee County (in accordance with the Park Agreement), the County shall distribute to the City, and the City shall receive from the County, a distribution of the remaining Net Fee Payments based on the percentage that the City's millage bears to the total millage applicable to the Property for the applicable Property Tax Year. Notwithstanding the earlier discontinuance or conclusion of Infrastructure Credits to the Company under this Agreement, such distribution methodology shall continue for so long as the Property is located in the Park.

(d) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE LOCAL GOVERNMENTS. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE

FEE PAYMENTS MADE BY THE COMPANY TO THE LOCAL GOVERNMENTS PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE LOCAL GOVERNMENTS OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE LOCAL GOVERNMENTS OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE LOCAL GOVERNMENTS OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE LOCAL GOVERNMENTS OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

**Section 2.3. Filings.** To assist the Local Governments in administering the Infrastructure Credits, the Company shall, for the Credit Term, provide the Local Governments with documentation with respect to the Project and the Property.

**Section 2.4. Cumulative Infrastructure Credit.** The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

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

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

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

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

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

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

(e) A default by the Company under any separate development agreement or other contract or agreement entered into between the Company and the City in connection with the timing, manner, materials or design of the construction of the Project.

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

### **Section 3.2. Remedies on Default.**

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

(i) the City and the County may collectively terminate the Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

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

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

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

## **ARTICLE IV MISCELLANEOUS**

### **Section 4.1. Examination of Records; Confidentiality.**

(a) The Local Governments and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project solely for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; and (iii) permitting the Local Governments to carry out their duties and obligations in their sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the City or County).

(b) The Local Governments acknowledge that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information would result in substantial economic harm

to the Company. The Company may clearly label any Confidential Information delivered to the Local Governments pursuant to this Agreement as "Confidential Information." Except as required by law, the Local Governments, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the Local Governments are subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the Local Governments are required to disclose any Confidential Information to a third party, the Local Governments will use their best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

**Section 4.2. Assignment; Payment on Sale/Transfer of Property.** The Company may assign or otherwise transfer its rights and interest in this Agreement at any time. Any assigning or transferring Company shall provide this Agreement to any successor Company, so that any successor Company may be informed of all rights and obligations herein. Notwithstanding the foregoing, prior to the First Transfer Event (as defined below) occurring after the effective date of this Agreement, and as a condition to the continued applicability of the Special Source Credits provided for in this Agreement following such First Transfer Event, the Company shall pay \$250,000 to the City. The City shall, in turn, allocate and distribute such amount to the taxing districts in the County which levy *ad valorem* property taxes on the Property based on the percentage that such taxing district's millage bears to the total millage applicable to the Property in the tax year in which such First Transfer Event occurs. For purposes of this Section 4.2, "First Transfer Event" shall mean, after the construction and placement into operational service (i.e. receipt of certificate of occupancy) of both the new construction apartment units campus and renovation of the historic mill building apartment units, either (a) the first, and only the first, sale, conveyance or other transfer of the newly constructed and operational residential apartment units component and mill units of the Property from the Company to any other party (including conveyance by deed in lieu of foreclosure, or other transfer as a result of foreclosure), or (b) the first, and only the first, transaction or series of transactions after the date of this Agreement that results in (i) a transfer of stock, partnership interest, or membership interest in the Company of more than fifty percent (50%) to a party that is not an Affiliate of the Company, or (ii) a transfer by operation of law or otherwise to any successor(s) of the Company. For purposes of the preceding sentence, an "Affiliate" means any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Company. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Company, whether through the ownership of stock, partnership interest or membership interest, by contract or otherwise.

**Section 4.3. Provisions of Agreement for Sole Benefit of County, City and Company.** Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County, City and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County, City, and the Company.

**Section 4.4. Severability.** If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

**Section 4.5. Limitation of Liability.**

(a) The Local Governments are not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the Local



Governments from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the Local Governments contained in this Agreement are binding on members of the County Council, City Council of the City of Anderson ("City Council"), or any elected official, officer, agent, servant or employee of the Local Governments only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council, City Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

#### **Section 4.6. *Indemnification Covenant.***

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the Local Governments, their employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the Local Governments' execution of this Agreement, performance of the Local Governments' obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the Local Governments having entered into this Agreement.

(b) The Local Governments are entitled to use counsel of its choice and the Company shall reimburse the Local Governments for all of its reasonable costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The Local Governments shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the Local Governments within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the Local Governments are not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The Local Governments may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

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

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

**Section 4.7. *Notices.*** All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when

(i) sent by e-mail with confirmation of receipt, or (ii) delivered and confirmed by United States first-class, registered mail, postage prepaid, and addressed as follows:

if to the County: Anderson County, South Carolina  
Attn: County Administrator  
PO Box 8002  
Anderson, SC 29622

with a copy to  
(does not constitute notice): Anderson County Attorney  
PO Box 8002  
Anderson, SC 29622

if to the City: City of Anderson, South Carolina  
Attn: City Manager  
401 South Main Street  
Anderson, SC 29624

with a copy to  
(does not constitute notice): City Attorney's Office, Anderson  
401 S. Main Street  
Anderson, SC 29624

if to the Company: Fair Street Partners LLC  
Attn: Mark Regalbuto and Justin Ferira  
251<sup>1/2</sup> King Street  
Charleston, SC 29401

with a copy to  
(does not constitute notice): Rogers Lewis Jackson Mann & Quinn, LLC  
Attn: Christian L. Rogers and Steve Arsenault  
1901 Main Street, Suite 1200  
Columbia, SC 29201

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

**Section 4.8. Entire Agreement.** This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is 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 of this Agreement.

**Section 4.9 Agreement to Sign Other Documents.** From time to time, and at the expense of the Company, to the extent any expense is incurred, the Local Governments agree to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes

of this Agreement.

**Section 4.10. Agreement's Construction.** Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

**Section 4.11. Applicable Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

**Section 4.12. Counterparts.** This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 4.13. Amendments.** This Agreement may be amended only by written agreement of the Parties.

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

**Section 4.15. Termination.** Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement. Notwithstanding the foregoing, the provisions of Section 2.2(c) relating to distribution of a portion of Net Fee Payments to the City shall survive for so long as the Property is located within the Park.

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

**Section 4.17. Administration Expenses.** The Company will reimburse or directly pay the legal and other expenses incurred by the Local Governments in the negotiation, drafting and approval of this Agreement and related ordinances and resolutions enacted or adopted by their respective councils in connection with this Agreement or the Project, and such legal and other expenses as may be incurred by the Local Governments in the administration or enforcement of this Agreement by the Local Governments from time to time (collectively, the "Administration Expenses"). Administration Expenses shall be paid by the Company not later than thirty (30) days following the Company's receipt of invoices or other appropriate materials evidencing the incurrence of such Administration Expenses by the Local Governments.

*[THREE SIGNATURE PAGES AND TWO EXHIBITS FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

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

**ANDERSON COUNTY, SOUTH CAROLINA**

---

Chair, Anderson County Council

(SEAL)  
ATTEST:

---

Clerk to Council, Anderson County Council

*[COUNTY SIGNATURE PAGE: INFRASTRUCTURE CREDIT AGREEMENT]*

IN WITNESS WHEREOF, City of Anderson, South Carolina, has caused this Agreement to be executed by the appropriate officials of the City and its corporate seal to be affixed and attested, effective the day and year first above written.

**CITY OF ANDERSON, SOUTH CAROLINA**

---

City Manager, City of Anderson, South Carolina

(SEAL)  
ATTEST:

---

Clerk to Council, Anderson City Council

*[CITY SIGNATURE PAGE: INFRASTRUCTURE CREDIT AGREEMENT]*

IN WITNESS WHEREOF, Fair Street Partners LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

**FAIR STREET PARTNERS LLC**

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

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

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

*[COMPANY SIGNATURE PAGE: INFRASTRUCTURE CREDIT AGREEMENT]*

**EXHIBIT A**

**PROPERTY**

The parcels of property having the following Anderson County Tax Map Numbers as of [date]:

| <b>TMS No.</b>    |
|-------------------|
| 123-24-02-012-000 |
| 123-24-02-014-000 |
| 123-24-02-016-000 |
| 123-24-02-022-000 |
| 123-24-02-026-000 |

including all property vertically or horizontally located on or within the Anderson County Tax Map Numbers identified above, including, but not limited to, condominiums or other properties subject to any horizontal property regime, notwithstanding that such property bears different Anderson County Tax Map Numbers from those identified above.

Notwithstanding the foregoing, the Property shall exclude any portion of the real property located on or within the Anderson County Tax Map Numbers identified above which is taxes as owner occupied residential real property pursuant to Section 12-43-220(c) of the Code of Laws of South Carolina 1976, as amended, or successor statute, but only during the tax years in which such property meets the qualifications of Section 12-43-220(c) or successor statute.

**EXHIBIT B**

**SCHEDULE OF FEE PAYMENTS**

| Property<br>Tax Year | Fee Payment |
|----------------------|-------------|
| 1                    | \$13,304    |
| 2                    | 13,304      |
| 3                    | 26,035      |
| 4                    | 26,035      |
| 5                    | 26,035      |
| 6                    | 26,035      |
| 7                    | 26,035      |
| 8                    | 26,035      |
| 9                    | 26,035      |
| 10                   | 26,035      |
| 11                   | 26,035      |
| 12                   | 26,035      |
| 13                   | 26,035      |
| 14                   | 26,035      |
| 15                   | 26,035      |
|                      |             |



## **EXHIBIT C**

### **FORM OF ANNUAL CREDIT CERTIFICATION**

Reference is made to that certain Infrastructure Credit Agreement effective as of [\_\_\_\_\_, 20\_\_] ("Credit Agreement"), by and among Anderson County, South Carolina ("County"), the City of Anderson, South Carolina ("City"), and Fair Street Partners LLC ("Company"). Each capitalized term not defined herein has the meaning ascribed thereto in the Credit Agreement. Company shall in each respective tax year, submit this Certification to County.

As set forth in Section 2.2 of the Credit Agreement, County has agreed to provide Infrastructure Credits against Fee Payments made by the Company attributable to the Project. In accordance with the terms of the Agreement, the undersigned authorized agent of the Company certifies to the best of his/her knowledge:

1. Pursuant to Section 2.2 of the Credit Agreement, the Company is entitled to an Infrastructure Credit, and entitled to make the Net Fee Payment, in the amounts set forth below:

Real property tax invoice amount for the applicable Property Tax Year: \$[]

Infrastructure Credit:

- \$\_\_\_\_\_, being the amount necessary to result in a Fee Payment of \$\_\_\_\_\_ for Property Tax Year number \_\_\_\_ as shown in Exhibit B to the Credit Agreement; and

Net Fee Payment amount due with Certificate: \$[]

2. Pursuant to Section 2.2 of the Credit Agreement, the Company is entitled to an Infrastructure Credit in the amount set forth above.

3. Along with this Certification, the Company has remitted the Net Fee Payment set forth above to the County.

4. The cumulative dollar amount expended by the Company on Infrastructure equals or exceeds the cumulative dollar amount of all the Infrastructure Credits received by the Company to the date hereof.

IN WITNESS WHEREOF, Fair Street Partners LLC has caused this Credit Certification to be completed and executed by its authorized officer on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**FAIR STREET PARTNERS LLC**

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

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

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

## ORDINANCE NO. 2021-073

**AN ORDINANCE TO DEVELOP A JOINT COUNTY INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH OCONEE COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN ANDERSON COUNTY AND ESTABLISHED PURSUANT TO SEC. 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH OCONEE COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO.**

**BE IT ORDAINED BY THE COUNTY COUNCIL OF ANDERSON COUNTY, SOUTH CAROLINA:**

SECTION 1: Anderson County, South Carolina ("**Anderson County**") is hereby authorized to jointly develop an industrial and business park (the "**Park**") with Oconee County, South Carolina ("**Oconee County**"). The Park shall be located on lands located in Anderson County only as authorized by Sec. 4-1-170 of the South Carolina Code of Laws 1976, as amended.

SECTION 2: Anderson County will enter into a written agreement to develop the Park jointly with Oconee County in substantially the form attached hereto as **Exhibit A** and incorporated herein by reference (the "**Park Agreement**"). The Chair of Anderson County Council or the County Administrator of Anderson County are hereby authorized to execute the Park Agreement on behalf of Anderson County, with such changes thereto as the Chair and/or County Administrator shall deem, upon advice of counsel, necessary and do not materially change the import of the matters contained in the form of agreement set forth in **Exhibit A**.

SECTION 3: The businesses or industries located in the Park will pay a fee in lieu of ad valorem taxes as provided for by law or as set forth in the Park Agreement. The fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Anderson County. That portion of such fee allocated pursuant to the Park Agreement to Oconee County shall be thereafter paid by the Treasurer of Anderson County to the Treasurer of Oconee County within ten (10) business days following the end of the calendar quarter of receipt for distribution in accordance with the terms of the Park Agreement.

SECTION 4: After application of any credits as provided in the second paragraph of Section 4-1-175, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, revenues generated from industries or businesses located in the Anderson County portion of the Park and to be retained by Anderson County pursuant to the Park Agreement (the "Net Park Fees") shall be distributed within Anderson County in the following manner:

First, Net Park Fees shall be allocated and disbursed to each of the taxing entities in Anderson County which levy an old *ad valorem* property tax in any of the areas comprising the Anderson County portion of the Park in the same percentage as is equal to that taxing entity's percentage of the millage rate being levied in the current tax year for property tax purposes. Each such taxing district (other than Anderson County) may determine that portion of such Net Park Fees distributed to it that will be allocated to operations and payment of debt service of such taxing district.

Second, from the portion of the Net Park Fees allocated to Anderson County pursuant to item "First" above, (a) 15% of such amount shall be deposited to the Bond Fund created by Ordinance No. 2018-042 and used as required or permitted thereby, (b) 35% (and any surplus money under Ordinance No. 2018-042) shall be deposited to the Capital Renewal and Replacement Fund of Anderson County, and (c) 50% shall be allocated to Anderson

County for operations and for payment of debt service in the same percentage that is equal to Anderson County's operational and debt service millage in the applicable tax year.

provided, that Anderson County may, by ordinance, from time to time, amend the distribution of the fee in lieu of tax payments to all taxing entities, subject to the terms and conditions of that certain Infrastructure Credit Agreement among Anderson County, the City, and Fair Street Partners LLC (the "***Infrastructure Credit Agreement***") dated \_\_\_\_\_, 2022.

SECTION 5: This Ordinance shall supersede and amend in its entirety any other ordinances or resolutions of Anderson County Council pertaining to the Park.

SECTION 6: Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION 7: Notwithstanding the provisions of Section 4 above, or anything else contained herein to the contrary, with respect to the property located in the Park, the revenues generated from industries or businesses located in the Park and to be retained by Anderson County pursuant to the Park Agreement shall be distributed in accordance with the provisions of the Infrastructure Credit Agreement.

SECTION 8: This Ordinance shall be effective after third and final reading thereof.

[Signature page follows]

Enacted in meeting duly assembled this 21st day of December, 2021.

**ANDERSON COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chair of County Council,  
Anderson County, South Carolina

ATTEST:

By: \_\_\_\_\_  
County Administrator,  
Anderson County, South Carolina

By: \_\_\_\_\_  
Clerk to County Council  
Anderson County, South Carolina

First Reading: November 16, 2021  
Second Reading: December 7, 2021  
Third Reading: December 21, 2021  
Public Hearing: December 21, 2021

Approved as to Form:

By: \_\_\_\_\_  
Leon C. Harmon  
County Attorney

**STATE OF SOUTH CAROLINA**

**COUNTY OF ANDERSON**

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given a public hearing on December 21, 2021, and which was given reading, and received majority approval, by the County Council at meetings of November 16, 2021, December 7, 2021 and December 21, 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.

---

Clerk to County Council,  
Anderson County, South Carolina

Dated: December 21, 2021

**EXHIBIT A**

**FORM OF AGREEMENT FOR DEVELOPMENT OF  
JOINT COUNTY INDUSTRIAL/BUSINESS PARK**

**[see attached]**

## AGREEMENT FOR DEVELOPMENT OF JOINT COUNTY INDUSTRIAL/BUSINESS PARK

**WITNESSETH:**

4-1-170, Code of Laws of South Carolina, 1976, as amended (the “**SC Code**”) satisfied the conditions imposed by Article VIII, Section 13(D) of the State Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park.

(A) Upon execution and delivery of this Agreement by the Parties hereto and without further action by either County, the Park shall consist solely of the Anderson County Property, as further identified in **Exhibit A**. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the County Councils of both Anderson County and Oconee County. Since the Anderson County Property includes property within the corporate limits of the City, the Counties have obtained the consent of the City prior to creation of the Park in accordance with the requirements of Section 4-1-170 of the SC Code, subject to the provisions of the Infrastructure Credit Agreement. If the Park subsequently encompasses all or a portion of a municipality (including the City), the Counties must obtain the consent of the municipality prior to expanding the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached to the ordinance an **Exhibit A** (Anderson County Property) which shall contain a legal description of the property to be added and/or diminished.

(C) Prior to the enactment by Anderson County Council and by Oconee County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Anderson County Council and by Oconee County Council. Notice of such public hearings shall be published in newspapers of general circulation in Anderson County and Oconee County, respectively, at least once and not less than fifteen (15) days prior to such hearing.

(D) The owner, or, if applicable, lessee of any property located within the Park, may remove personal property from the Park at any time, unless specifically prohibited otherwise.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D) of the State Constitution, property located in the Park shall be exempt from *ad valorem* taxation. The owners or lessees of the Anderson County Property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* property taxes) equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of such property within the Park, provided that this paragraph shall not prohibit Anderson County or Oconee County from entering into a negotiated fee-in-lieu of tax incentive agreement applicable to any property located within the Park. Payments of fees in lieu of taxes will be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate as late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the Treasurers of Anderson County and Oconee County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

5. Allocation of Expenses. Anderson County and Oconee County shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:



If property is in the Anderson County portion of the Park:

|    |                 |      |
|----|-----------------|------|
| A. | Anderson County | 100% |
| B. | Oconee County   | 0%   |

If property is in the Oconee County portion of the Park:

|    |                 |      |
|----|-----------------|------|
| A. | Anderson County | 0%   |
| B. | Oconee County   | 100% |

6. Allocation of Revenues. Anderson County and Oconee County shall receive an allocation of all other revenue generated by the Park through payment of fees in lieu of *ad valorem* property taxes or from any other source (net of any special source revenue credits provided by either County) in the following amounts and proportions:

If property is in the Anderson County portion of the Park:

|    |                 |     |
|----|-----------------|-----|
| A. | Anderson County | 99% |
| B. | Oconee County   | 1%  |

If property is in the Oconee County portion of the Park:

|    |                 |     |
|----|-----------------|-----|
| A. | Anderson County | 1%  |
| B. | Oconee County   | 99% |

7. Revenue Allocation Within Each County.

(A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* property taxes shall be distributed to Anderson County and to Oconee County, as the case may be, according to the proportions established by Paragraph 6 herein. With respect to revenues allocable to Anderson County or Oconee County by way of fees in lieu of taxes generated within its own County (the “**Host County**”), such revenue shall be distributed within the Host County in the manner provided by the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts receivable in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity. Each Host County is hereby specifically authorized to use a portion of revenue for economic development purposes as permitted by law and as established by ordinance of the County Council of the Host County.

(B) Revenues allocable to Anderson County by way of fees in lieu of taxes generated within Oconee County shall be distributed solely to Anderson County. Revenues allocated to Oconee County by way of fees in lieu of taxes generated within Anderson County shall be distributed solely to Oconee County.

8. Fees In Lieu of Taxes Pursuant to Title 4 or Title 12 of the SC Code. It is hereby agreed that the entry by Anderson County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the SC Code with respect to Anderson County Property located within the Anderson County portion of the Park and the terms of such agreements shall be at the sole discretion of Anderson County. Likewise, entry by Oconee County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the SC Code with respect to Oconee County Property located within the Oconee County portion of the Park and the terms of such agreements shall be at the sole discretion of Oconee County.

9. Regulation and Jurisdiction. Except with respect to Park property located within the corporate limits of a municipality wherein such municipality's applicable ordinances shall apply, any ordinances of Anderson County and Oconee County concerning zoning, health and safety regulations, and building code requirements will apply for the respective portions of the Park in Anderson County and Oconee County. The Sheriff's Departments of Anderson County and Oconee County will have jurisdiction to make arrests and exercise all authority and power within the boundaries of the respective portions of the Park in Anderson County and Oconee County. Municipal police shall have concurrent law enforcement jurisdiction for any portion of the Park located within the corporate limits of such municipality. Emergency services and all other municipal services will be provided in the Park by whatever providers provide such services in the respective Anderson County and Oconee County portions of the Park.

10. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the SC Code, allocation of the assessed value of property within the Park to Anderson County and Oconee County and to each of the taxing entities within the participating Counties shall be identical to the allocation of revenue received and retained by each of the Counties and by each of the taxing entities within the participating Counties, pursuant to Paragraph 6 and 7 herein.

11. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

12. Termination. Notwithstanding any provision of this Agreement to the contrary, Anderson County and Oconee County agree that this Agreement will automatically terminate upon the expiration or earlier termination of the Infrastructure Credit Agreement.

*[Remainder of Page Intentionally Left Blank]*

WITNESS our hands and seals as of the date first above written.

**ANDERSON COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chair of County Council  
Anderson County, South Carolina

ATTEST:

By: \_\_\_\_\_  
County Administrator  
Anderson County, South Carolina

By: \_\_\_\_\_  
Clerk to County Council  
Anderson County, South Carolina

*[Signature Page 1 – Agreement for Development of Joint County Industrial/Business Park]*

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chair of County Council  
Oconee County, South Carolina

By: \_\_\_\_\_  
County Administrator  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Clerk to County Council  
Oconee County, South Carolina

*[Signature Page 2 – Agreement for Development of Joint County Industrial/Business Park]*

## **EXHIBIT A**

### **ANDERSON COUNTY PROPERTY**

The parcels of property having the following Anderson County Tax Map Numbers as of [date]:

| <b>TMS No.</b>    |
|-------------------|
| 123-24-02-012-000 |
| 123-24-02-014-000 |
| 123-24-02-016-000 |
| 123-24-02-022-000 |
| 123-24-02-026-000 |

including all property vertically or horizontally located on or within the Anderson County Tax Map Numbers identified above, including, but not limited to, condominiums or other properties subject to any horizontal property regime, notwithstanding that such property bears different Anderson County Tax Map Numbers from those identified above.

Notwithstanding the foregoing, the Anderson County Property shall exclude any portion of the real property located on or within the Anderson County Tax Map Numbers identified above which is taxes as owner occupied residential real property pursuant to Section 12-43-220(c) of the Code of Laws of South Carolina 1976, as amended, or successor statute, but only during the tax years in which such property meets the qualifications of Section 12-43-220(c) or successor statute.

**EXHIBIT B**

**OCONEE COUNTY PROPERTIES**

**None.**

**ORDINANCE NO. 2021-074**

**AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK TO INCLUDE CERTAIN PROPERTY OF EQUINOX MILL LLC; AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, pursuant to Ordinance No. 2010-026 enacted by Anderson County Council on November 16, 2010 and Ordinance No. 4391 enacted November 2, 2010 by Greenville County Council, Anderson and Greenville Counties entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010 (the "Agreement"); and

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

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

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

**DONE** in meeting duly assembled this \_\_ day of \_\_\_\_\_, 2022.

**ANDERSON COUNTY, SOUTH CAROLINA**

**ATTEST:**

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

\_\_\_\_\_  
Tommy Dunn, Chairman

\_\_\_\_\_  
Renee Watts  
Clerk to Council

**APPROVED AS TO FORM:**

---

Leon C. Harmon, Anderson County Attorney

First Reading: \_\_\_\_\_, 20\_\_

Second Reading: \_\_\_\_\_, 20\_\_

Third Reading: \_\_\_\_\_, 20\_\_

Public Hearing: \_\_\_\_\_, 20\_\_





STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ANDERSON )

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of \_\_\_\_\_, 20\_\_, \_\_\_\_\_, 20\_\_ and \_\_\_\_\_, 20\_\_, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, Anderson County Council

Dated: \_\_\_\_\_, 2022

**ORDINANCE NO. 2021-075**

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

**WHEREAS**, pursuant to Ordinance No. 2010-026 enacted by Anderson County Council on November 16, 2010 and Ordinance No. 4391 enacted November 2, 2010 by Greenville County Council, Anderson County and Greenville County entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010 (the "Agreement"); and

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

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

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

**DONE** in meeting duly assembled this \_\_ day of \_\_\_\_\_, 2022.

**ATTEST:**

**FOR ANDERSON COUNTY:**

---

Rusty Burns  
Anderson County Administrator

---

Tommy Dunn  
Chairman

---

Renee Watts  
Clerk to Council

**APPROVED AS TO FORM:**

---

Leon C. Harmon  
County Attorney

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

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

TMS No. 0547010101300

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ANDERSON )

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of \_\_\_\_\_, 20\_\_, \_\_\_\_\_, 20\_\_ and \_\_\_\_\_, 20\_\_, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, Anderson County Council

Dated: \_\_\_\_\_, 2022

**ORDINANCE NO. 2021-076**

**AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK TO INCLUDE CERTAIN PROPERTY OF OLD DOMINION FREIGHT LINE, INC.; AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, pursuant to Ordinance No. 2010-026 enacted by Anderson County Council on November 16, 2010 and Ordinance No. 4391 enacted November 2, 2010 by Greenville County Council, Anderson and Greenville Counties entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010 (the "Agreement"); and

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

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

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

**DONE** in meeting duly assembled this \_\_ day of \_\_\_\_\_, 2022.

**ATTEST:**

**FOR ANDERSON COUNTY:**

---

Rusty Burns  
Anderson County Administrator

---

Tommy Dunn  
Chairman

---

Renee Watts  
Clerk to Council

**APPROVED AS TO FORM:**

---

Leon C. Harmon  
County Attorney

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_



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

PROPERTY DESCRIPTION

ALL that certain piece, parcel or unit situate, lying and being in the County of Anderson, State of South Carolina, being shown and designated as 1.67 acres upon a plat entitled "Boundary Survey for Jack E. Shaw", dated May 13, 2002, prepared by Precision Land Surveying, Inc., recorded in the ROD Office for Anderson County, S.C. in Plat Book 1304 at Page 7-B. Reference is hereby made to said plat for a more complete metes and bounds description.

THIS being the same property conveyed to the grantor herein by deed of Ralph Standridge as recorded in the ROD Office for Anderson County, S.C. in Deed Book 4762 at Page 211 on 5/16/02.

Anderson County Tax Map No.: 93-00-14-002

**STATE OF SOUTH CAROLINA** )  
 )  
**COUNTY OF ANDERSON** )

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of \_\_\_\_\_, 20\_\_, \_\_\_\_\_, 20\_\_ and \_\_\_\_\_, 20\_\_, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, Anderson County Council

Dated: \_\_\_\_\_, 2022

**AN ORDINANCE NO.: 2021-077**

AN ORDINANCE AUTHORIZING AND APPROVING (1) THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN CONJUNCTION WITH GREENVILLE COUNTY (THE “PARK”), SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN GREENVILLE COUNTY; (2) THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH GREENVILLE COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE IN LIEU OF *AD VALOREM* TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; (3) THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN ANDERSON COUNTY; AND (4) OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (the “Act”), Anderson County and Greenville County are authorized to enter into a multi-county industrial or business park to promote economic development and encourage investment and employment opportunities in and around Anderson County and Greenville County; and

WHEREAS, in order to continue to promote economic development and encourage investment and employment opportunities in and around Anderson County and Greenville County, as authorized by Article VIII, Section 13(D) of the South Carolina Constitution and the Act, Anderson County has requested that Greenville County develop, together with Anderson County, a joint county industrial and business park (the “Park”); and

WHEREAS, Anderson County and Greenville County have agreed to the specific terms and conditions of the Park arrangement as set forth in that certain Agreement for Development of a Joint County Industrial and Business Park proposed to be entered into by and between Anderson County and Greenville County as of [DATE], 2022 (the “Park Agreement”); and

WHEREAS, it is the expressed intent of Anderson County by the establishment of the Park and the Agreement, that the properties appearing in Exhibit A to the Park Agreement shall be located within a Multi County Industrial or Business Park; and

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

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

**Section 1. Approval of the Park Agreement.** The form, provisions, terms and conditions of the Park Agreement now before this meeting and filed with the Clerk to Anderson

County Council be and they are hereby approved, and effective as of [DATE], 2022, and all of the provisions, terms and conditions thereof are hereby incorporated herein by reference as if the Park Agreement were set out in this Ordinance in its entirety. The Chairman of the Anderson County Council and the County Administrator of Anderson County are hereby authorized and empowered to execute the Park Agreement in the name and on behalf of Anderson County; the Clerk to the Anderson County Council is hereby authorized and empowered to attest the same; and the Chairman of the Anderson County Council and the County Administrator of Anderson County are further authorized and empowered to deliver the Park Agreement to Greenville County.

The Park Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of Anderson County thereunder and as shall be approved by the officials of Anderson County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Park Agreement now before this meeting.

The Chairman of Anderson County Council and the County Administrator of Anderson County, for and on behalf of Anderson County, are hereby each authorized and empowered to do any and all things necessary or proper to effect the development of the Park and the performance of all obligations of Anderson County under and pursuant to the Park Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

**Section 2. Payment of Fee in Lieu of Tax.** The businesses and industries located in the Park must pay a fee in lieu of *ad valorem* taxes as provided for in the Park Agreement. With respect to properties located in the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Greenville County. That portion of such fee allocated pursuant to the Park Agreement to Anderson County shall be thereafter paid by the Treasurer of Greenville County to the Treasurer of Anderson County within ten (10) business days following the end of the calendar quarter of receipt, for distribution in accordance with the Park Agreement. The provisions of Section 12-2-90 of the Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.

**Section 3. Distribution of Revenues within Anderson County.** Revenues generated from industries and businesses located in the Park received by Anderson County pursuant to the Park Agreement shall be distributed as determined by Anderson County. If no determination is made, such revenues shall be retained by Anderson County.

**Section 4. Applicable Ordinances and Regulations.** Any applicable ordinances and regulations of Anderson County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties unless the properties are within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

**Section 5. Law Enforcement Jurisdiction.** Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park in Greenville County is vested

with the Sheriff's Department of Greenville County. If any of the Park properties are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

**Section 6. Conflicting Provisions.** To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Anderson County Code or other Anderson County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

**Section 7. Severability.** If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

**Section 8. Effectiveness.** This Ordinance shall be effective upon third and final reading.

[End of Ordinance - Signature page to follow]

Enacted and approved, in meeting duly assembled, this [DATE] day of [MONTH], 2022.

ANDERSON COUNTY, SOUTH CAROLINA

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

ATTEST:

By: \_\_\_\_\_  
Rusty Burns, County Administrator  
Anderson County, South Carolina

By: \_\_\_\_\_  
Renee D. Watts, Clerk to County Council  
Anderson County, South Carolina

APPROVED AS TO FORM:

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

First reading: December 21, 2021  
Second reading: \_\_\_\_\_, 2022  
Public hearing: \_\_\_\_\_, 2022  
Third reading: \_\_\_\_\_, 2022

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE ) **AGREEMENT FOR DEVELOPMENT OF A**  
 ) **JOINT COUNTY INDUSTRIAL AND**  
 ) **BUSINESS PARK**  
COUNTY OF ANDERSON )

**THIS AGREEMENT** for the development of a joint county industrial and business park to be located within Greenville County is made and entered into as of December [DATE], 2022 (the “Effective Date”) by and between Greenville County, South Carolina (“Greenville County”) and Anderson County, South Carolina (“Anderson County”).

## RECITALS

**WHEREAS**, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (the “Act”), Greenville County and Anderson County are authorized to enter into a multi-county industrial or business park to promote economic development and encourage investment and employment opportunities in and around Greenville County and Anderson County; and

**WHEREAS**, in order to continue to promote economic development and encourage investment and employment opportunities in and around Greenville County and Anderson County, as authorized by Article VIII, Section 13(D) of the South Carolina Constitution and the Act, Greenville County has requested that Anderson County develop, together with Greenville County, a joint county industrial and business park, which park shall upon execution of this Park Agreement include within its boundaries the properties more particularly described in Exhibit A (Greenville) attached to the Park Agreement (as defined below) (the “Park”); and

**WHEREAS**, pursuant to Ordinance No. [NUMBER], enacted by Greenville County Council on [MONTH] [DATE], 2022, and Ordinance No. [NUMBER] enacted by Anderson County Council on [MONTH] [DATE], 2022, Greenville County and Anderson County have agreed to the specific terms and conditions of the Park arrangement as set forth in this Agreement; and

**WHEREAS**, it is the expressed intent of Greenville County by the establishment of this Park and Agreement, that the properties appearing in Exhibit A of the Park Agreement will be located within a Joint County Industrial and Business Park; and

**WHEREAS**, as a consequence of the development of the Park, property comprising the Park and all property having a situs therein is exempt from *ad valorem* taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

**NOW, THEREFORE**, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Greenville County and Anderson County, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (the "Code") and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. **Notice of Effective Date; Location of the Park.**

(A) Upon, and as of, the Effective Date of this Agreement, the Park shall consist of any and all property located within Greenville County which is more particularly described in Exhibit A (Greenville) attached hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within Greenville County. The boundaries of the Park may be enlarged or diminished from time to time, as authorized by ordinances of the county councils of both Greenville County and Anderson County. If any additional property, other than the property described in Exhibit A (Greenville), proposed for inclusion in the Park, in whole or in part, is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park by ordinances of Greenville County Council and Anderson County Council, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Greenville) which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a reference to the specific ordinances of Greenville County Council and Anderson County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Greenville County Council and by Anderson County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by Greenville County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Greenville County at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.



4. **Fee in Lieu of Taxes.** Pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* taxes) equivalent to the *ad valorem* taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. **Allocation of Expenses.** Greenville County and Anderson County shall bear expenses incurred in connection with the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance and promotion of the Park, in the following proportions:

|                      |      |
|----------------------|------|
| A. Greenville County | 100% |
| B. Anderson County   | 0%   |

6. **Allocation of Revenues.** Greenville County and Anderson County shall receive an allocation of all revenues generated by the Park through payment of fees in lieu of *ad valorem* taxes in the following proportions:

|                      |     |
|----------------------|-----|
| A. Greenville County | 99% |
| B. Anderson County   | 1%  |

With respect to such fees generated from properties located in the Park, that portion of such fees allocated to Anderson County shall thereafter be paid by the Treasurer of Greenville County to the Treasurer of Greenville County within ten (10) business days following the end of the calendar quarter of receipt, for distribution.

7. **Revenue Allocation within Each County.**

(A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed to Greenville County and to Anderson County, as the case may be, according to the proportions established by Section 6 of this Agreement. Such revenues shall be distributed within Greenville County in the manner provided by ordinance of the Greenville County Council.

(B) Revenues allocable to Anderson County by way of fees in lieu of *ad valorem* taxes generated from properties located in the Park shall be distributed as determined by Anderson County.

8. **Fees in Lieu of *Ad Valorem* Taxes Pursuant to Title 4 or Title 12 of the Code.** It is hereby agreed that the entry, hereto for or hereafter, by Greenville County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of Greenville County.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Greenville

County and Anderson County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Sections 6 and 7 of this Agreement.

10. **Applicable Ordinances and Regulations.** Any applicable ordinances and regulations of Greenville County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

11. **Law Enforcement Jurisdiction.** Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties is vested with the Sheriff's Department of Greenville County. If any of the Park properties are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

12. **South Carolina Law Controlling.** This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

13. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

14. **Counterpart Execution.** This Agreement may be executed in multiple counterparts.

15. **Term.** This Agreement shall extend for a term of thirty (30) years from the Effective Date of this Agreement.

[End of Agreement – Execution Page to Follow]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the Effective Date (as defined above).

GREENVILLE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Willis Meadows, Chairman, County Council  
Greenville County, South Carolina

By: \_\_\_\_\_  
Joseph Kernell, County Administrator  
Greenville County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Regina McCaskill, Clerk to County Council  
Greenville County, South Carolina

ANDERSON COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

By: \_\_\_\_\_  
Renee D. Watts, Clerk to County Council  
Anderson County, South Carolina

**EXHIBIT A  
(GREENVILLE COUNTY)**

**TAX MAP PARCEL #**

**PROPERTY OWNER(S)**

[INSERT]

[PROJECT OTT]

## **Summary**

### **RFP 22-028 To Provide Internet Service for Designated Areas of Anderson County.**

As expected for this RFP we received one response from UpCountry Fiber and West Carolina Rural Telephone (WCTEL).

Having reviewed the RFP, our recommendation is that we select Upcountry Fiber along with WCTEL as our partner for broadband expansion in the County as desired by Council.

Selection of the above provider as our partner provides the following:

*Will assist Anderson County in soliciting for grant funding for broadband projects and assist Anderson County in the identification of key areas where access to high speed broadband is not adequate. Adequate service is defined as speed greater than upload / download of 25/3. However preferred is 100/100.*

*A qualified provider will also assist in identification of commercial and residential areas of the county where access to high speed broadband is not available as deemed necessary by Anderson County Government or areas determined to be underserved by the South Carolina state broadband initiative.*

### **Qualification Criteria:**

*Qualified providers will be considered based on the following criteria.*

- 1. Plan for fiber to the door installation.*
- 2. Synchronous upload and download speed above the minimum qualifier of 25/3.*
- 3. Provider must currently have a positive proven history of operations within Anderson County.*
- 4. Provider will allow for revenue sharing between provider and Anderson County through perpetuity of all subscription customers to be used for future fiber project investment.*
- 5. Quality of the overall service area plan to Anderson County to be evaluated by Anderson County Technology Services and our assigned vendor for broadband and fiber engineering.*

Having met all of the above criteria, we recommend:

Anderson County Council to select in the affirmative Upcountry Fiber and WCTEL for our partner for broadband expansion in Anderson County.

A vote in the affirmative will allow Anderson County Technology Services, Anderson County Procurement and Anderson County Attorney to enter into contract negotiations for broadband expansion.

# Anderson County Purchasing Department Bid Tabulation

## RFP #22-028 INTERNET ACCESS PROVIDER

|    | Vendor               | addend. & bond | BID / ALT. BID |
|----|----------------------|----------------|----------------|
| 1  | WC FIBER / UPCOUNTRY |                | RESPONDED      |
| 2  | EREPUBLIC            |                | NO RESPONSE    |
| 3  | LIGHTHOUSE           |                | NO RESPONSE    |
| 4  | VENSERCH             |                | NO RESPONSE    |
| 5  | LOCALNET             |                | NO RESPONSE    |
| 6  | WOLFLINE             |                | NO RESPONSE    |
| 7  | SEGRA                |                | NO RESPONSE    |
| 8  | VYVE                 |                | NO RESPONSE    |
| 9  | ATT                  |                | NO RESPONSE    |
| 10 |                      |                |                |
| 11 |                      |                |                |
| 12 |                      |                |                |
| 13 |                      |                |                |
| 14 | <b>AWARD TO:</b>     |                |                |

**BOARDS, COMMITTEES AND COMMISSIONS  
APPLICATION**

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

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

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

Name: Cirelli, Anthony B. (Tony)  
Last, First, Middle Initial

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

1. BOARD OF ZONING APPEALS
2. \_\_\_\_\_
3. \_\_\_\_\_

Physical Address and Mailing Address, if different:

\_\_\_\_\_ Physical  
\_\_\_\_\_ Mailing

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ preferred method of contact: Cell

County Council District: 4 GED Equivalent: Yes or No

Highest Level of Education: College High School Grad: Yes or No

College Attended: BREVARD JR. COLLEGE <sup>TRANSFER.</sup> Degree: BS  
LANDER COLLEGE

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

Employment History:

| COMPANY                  | POSITION     | EMPLOYMENT DATES                        |
|--------------------------|--------------|---|
| PENDLETON TOWN           | TOWN PLANNER | 2015 - <del>2021</del> 2021 - 6 1/2 YRS |
| Cirelli Consulting       | OWNER        |   |
| ANDERSON COUNTY PLANNING |              | 1985-2006 21 YRS                        |

Tony Cirelli  
Signature of Applicant  
Date 12/16/21

Recommendation of Council: Brett Sanders





## RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 2

Mail/Email/Fax to:

Anderson County Council Clerk  
P.O. Box 8002, Anderson, SC 29622  
rdwatts@andersoncountysc.org  
Fax: 864-260-4356

**Tommy Dunn**  
Chairman, District 5

**Brett Sanders**  
V. Chairman, District 4

**John B. Wright, Jr.**  
Council District 1

**Glenn A. Davis**  
Council District 2

**Ray Graham**  
Council District 3

**Jimmy Davis**  
Council District 6

**Cindy Wilson**  
Council District 7

**Renee Watts**  
Clerk to Council

**Rusty Burns**  
County Administrator

1. Name of entity requesting recreation fund appropriation:

*MEN At Work*

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): *\$1,500.*

3. The purpose for which the funds are being requested:  
*Funds will provide educational + recreational activity for the young men we work with.*

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

5. Contact Person: *marion Tarrant*

Mailing Address: *311 McNeil Dr.*

Phone Number: *864-958-0295*

Email: *tarrantm1@charter.net*

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.

*Marion Tarrant*  
Signature

*Marion Tarrant*  
Print Name

*12-13-2021*  
Date

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

DEPARTMENT OF THE TREASURY

Date: JUN 29 2012

EMPOWERMENT RESOURCE FUND THE  
301 HILLCREST CIRCLE  
ANDERSON, SC 29624

Employer Identification Number:  
76-0795606  
DLN:  
17053082381002  
Contact Person:  
RACHEL M LEIFHEIT ID# 31617  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
May 15, 2011  
Contribution Deductibility:  
Yes  
Addendum Applies:  
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

**FY 21-22**

DEPARTMENT: Finance

**AMOUNT:**

**500.00**

**750.00**

**TITLE** \_\_\_\_\_  
**ACCT#** \_\_\_\_\_

**TITLE** \_\_\_\_\_  
**ACCT#** \_\_\_\_\_

**TITLE** \_\_\_\_\_  
**ACCT#** \_\_\_\_\_

|              |                 |
|--------------|-----------------|
| <b>Total</b> | <b>1,250.00</b> |
|--------------|-----------------|

**280 - Shirts to identify Risk and Safety employees doing field work. Work boots also needed for field work**

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

DATE: 11-8-21

DATE: 11.23.21

# BUDGET TRANSFER

FY 21-22

DIVISION: Sheriff

DEPARTMENT: Emergency Preparedness

FROM:

TO:

AMOUNT:

TITLE Communications  
ACCT.# 001-5212-000-306

TITLE Safety  
ACCT# 001-5212-000-284

500.00

TITLE Supplies - Office  
ACCT.# 001-5212-000-269

TITLE Photocopy Maintenance  
ACCT# 001-5212-000-347

1,000.00

TITLE Professional Services  
ACCT# 001-5212-000-304

TITLE Photocopy Maintenance  
ACCT# 001-5212-000-347

1,200.00

TITLE  
ACCT.#

TITLE  
ACCT#

TITLE  
ACCT.#

TITLE  
ACCT#

Total

2,700.00

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

REASON:

284 - Purchase of 200 Safety masks

347 - New contract with copiers. Should see a reductions in needed ink cartridges purchased from office supplies.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DATE:

DIVIS HEAD:

DATE:

FINANCE:

DATE:

ADMINISTRATOR:

DATE:

Journal Entry #

1003

DATE:

11.23.21

# BUDGET TRANSFER

FY 21-22

DIVISION: Sheriff

DEPARTMENT: Communications

| FROM:  |                   | TO:   | AMOUNT:                   |
|--------|-------------------|-------|---------------------------|
| TITLE  | Supplies - Office | TITLE | Photocopy Maintenance     |
| ACCT.# | 001-5213-000-269  | ACCT# | 001-5213-000-347 2,500.00 |
| TITLE  | Telephone         | TITLE | Photocopy Maintenance     |
| ACCT.# | 001-5213-000-275  | ACCT# | 001-5213-000-347 2,000.00 |
| TITLE  | Health Insurance  | TITLE | Photocopy Maintenance     |
| ACCT#  | 001-5213-000-160  | ACCT# | 001-5213-000-347 8,500.00 |
| TITLE  |                   | TITLE |                           |
| ACCT.# |                   | ACCT# |                           |
| TITLE  |                   | TITLE |                           |
| ACCT.# |                   | ACCT# |                           |
|        |                   | Total | 13,000.00                 |

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

REASON:

347 - New contract with copiers. Should see a reductions in needed ink cartridges purchased from office supplies.

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

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

DEPT. HEAD: \_\_\_\_\_  
DIVIS HEAD: \_\_\_\_\_  
FINANCE: \_\_\_\_\_  
ADMINISTRATOR: \_\_\_\_\_

DATE: \_\_\_\_\_  
DATE: 11/15/21  
DATE: 11/15/21  
DATE: 11-17-21

Journal Entry # 1003

DATE: 11 23 21

## BUDGET TRANSFER

DIVISION: PRT  
DEPARTMENT: CIVIC CENTER

| FROM:  |                       | TO:   | AMOUNT:              |
|--------|-----------------------|-------|----------------------|
| TITLE  | Professional Services | TITLE | Dues & Subscriptions |
| ACCT.# | 001-5955-000-304      | ACCT# | 001-5955-000-211     |
|        |                       |       | 4000.00              |
| TITLE  |                       | TITLE |                      |
| ACCT.# |                       | ACCT# |                      |
| TITLE  |                       | TITLE |                      |
| ACCT.# |                       | ACCT# |                      |
| TITLE  |                       | TITLE |                      |
| ACCT.# |                       | ACCT# |                      |
| TITLE  |                       | TITLE |                      |
| ACCT.# |                       | ACCT# |                      |

Total \$ 4000.00

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

REASON: booking  
Additional money needed for new software subscription for booking events.

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

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

DEPT. HEAD: Adrian W. Col DATE: 11/3/21  
DIVIS HEAD: \_\_\_\_\_ DATE: \_\_\_\_\_  
FINANCE: Messy DATE: 11/4/21  
ADMINISTRATOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
Journal Entry # 1003 DATE: 11-23-21

# All Project Report - November 30th 2021

|                 |                |
|-----------------|----------------|
| Total           | \$2,270,842.04 |
| FY 18-19 Budget | \$1,500,000.00 |
| Transfer In     | \$770,842.04   |

Prepared by: Amy Merritt  
Date: 12-6-21

Certified by: Neil Carney

*NWC* Date 12-14-21

|           |                |
|-----------|----------------|
| Committed | \$2,213,998.59 |
| AVAILABLE | \$56,843.45    |

| Approved Date | Project                    | Projects/Towns-Cities/Other |                     | Total Spent to Date | Completion Date   |
|---------------|----------------------------|-----------------------------|---------------------|---------------------|-------------------|
|               |                            | Scope                       | Appropriated Amount |                     |                   |
| 08/07/18      | Townville Fire Department  | Pave Parking Lot            | \$10,000.00         | \$1,600.00          | 04/30/19          |
| 08/07/18      | Town of Honea Path         | Paving                      | \$48,000.00         | \$18,345.05         |                   |
| 08/07/18      | Town of Pelzer             | Paving                      | \$17,000.00         | \$5,355.80          |                   |
| 08/07/18      | Town of West Pelzer        | Paving                      | \$25,000.00         | \$25,000.00         |                   |
| 08/07/18      | Town of Williamston        | Paving                      | \$52,000.00         | \$37,807.72         |                   |
| 08/21/18      | School District Road in D6 | Paving                      | \$0.00              | \$0.00              |                   |
| 10/02/18      | Mental Health Parking Lot  | Pave Parking Lot            | \$23,158.55         | \$23,158.55         |                   |
| 10/04/18      | C-Fund Matching Funds      | Paving                      | \$315,000.00        | \$315,000.00        | Transfer complete |
| 11/07/18      | Road Improvement Plan      | See Below                   | \$1,723,840.04      | \$2,224,750.68      |                   |
|               |                            |                             |                     |                     |                   |
|               |                            |                             |                     |                     |                   |
|               |                            |                             |                     |                     |                   |
|               |                            |                             |                     |                     |                   |
|               |                            | Totals:                     | \$2,213,998.59      | \$2,651,017.80      |                   |

| Road Name            | District | Scope of Work    | Estimate    | Total Spent to Date | Completion Date |
|----------------------|----------|------------------|-------------|---------------------|-----------------|
| Hobson Road          | 1        | CS/Pave          | \$83,571    | \$81,449.14         | 01/00/00        |
| Oakridge Court       | 1        | CS/Pave          | \$18,908    | \$19,346.79         | 01/00/00        |
| Harbison Drive       | 7        | FDP/Pave         | \$46,633    | \$0.00              | 01/00/00        |
| Plantation Road      | 4        | CIPR             | \$51,000    | \$52,205.60         | 01/00/00        |
| Branch Road          | 4        | CIPR             | \$86,288    | \$81,550.68         | 01/00/00        |
| Valley Drive         | 4        | CIPR             | \$43,144    | \$43,967.21         | 01/00/00        |
| Meadow Road          | 4        | CIPR             | \$51,584    | \$25,396.28         | 01/00/00        |
| Governor's Boulevard | 1        | FDR/Pave         | \$171,024   | \$164,979.09        | 01/00/00        |
| Hopewell Ridge       | 7        | CIPR/Pave        | \$152,636   | \$137,189.01        | 01/00/00        |
| Winding Creek Road   | 7        | CIPR/Pave        | \$73,901    | \$69,591.91         | 01/00/00        |
| Creekside Court      | 7        | CIPR/Pave        | \$14,425    | \$20,651.79         | 01/00/00        |
| Crossridge Lane      | 7        | CIPR/Pave        | \$17,224    | \$23,667.65         | 01/00/00        |
| Old Oak Trail        | 7        | CIPR/Pave        | \$21,092    | \$29,644.68         | 01/00/00        |
| Grove Road           | 2/3      | Pave             | \$142,944   | \$142,805.44        | 01/00/00        |
| Shirley Drive        | 2        | Pave             | \$175,467   | \$138,488.64        | 01/00/00        |
| Airline Road         | 3/5      | FDP/ST/FS        | \$243,293   | \$237,157.95        | 01/00/00        |
| Firetower Road       | 6/4      | FDP/ST/FS        | \$142,982   | \$188,392.08        | 01/00/00        |
| Old Webb Road        | 5        | FDP/Pave         | \$184,905   | \$175,614.78        | 01/00/00        |
| Holden Lane          | 5        | Mill/Binder/Pave | \$10,515    | \$12,895.20         | 01/00/00        |
| Cely Lane            | 6        | FDP/Pave         | \$244,679   | \$365,758.33        | 01/00/00        |
|                      |          |                  | \$1,976,215 | \$2,010,752.25      |                 |

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

Through November 30th, 2021

|  |             |
|--|-------------|
| FY18-19 Budget includes Carryforward from FY17-18 Budget | \$65,290.00 |
| Committed  | \$65,290.00 |
| AVAILABLE  | \$0.00      |

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

|                      | <b>Projects/Towns-Cities/Other</b> |                               |                            |                                    |                        |
|----------------------|------------------------------------|-------------------------------|----------------------------|------------------------------------|------------------------|
| <b>Approval Date</b> | <b>Project</b>                     | <b>Scope</b>                  | <b>Appropriated Amount</b> | <b>Total Project Spent To-Date</b> | <b>Completion Date</b> |
|                      | City of Anderson                   | -                             | \$0.00                     | \$0.00                             |                        |
| 11/2/2016            | Civic Center                       | Upgrade roads,<br>landscaping | \$56,306.16                | \$56,306.16                        | Incomplete             |
| 1/16/2018            | Oak Hill Drive Traffic Control     | Radar sign &<br>reflections   | \$3,903.03                 | \$3,903.03                         | Incomplete             |
|                      |                                    |                               |                            |                                    |                        |
|                      |                                    |                               |                            |                                    |                        |
|                      |                                    |                               |                            |                                    |                        |
|                      |                                    |                               |                            |                                    |                        |
| Totals:              |                                    |                               | \$60,209.19                | \$60,209.19                        |                        |

| <b>District I Paving Plan</b> |                |              |                            |                                    |                        |
|-------------------------------|----------------|--------------|----------------------------|------------------------------------|------------------------|
| <b>Approval Date</b>          | <b>Project</b> | <b>Scope</b> | <b>Appropriated Amount</b> | <b>Total Project Spent To-Date</b> | <b>Completion Date</b> |
| All monies now in account 000 |                |              |                            |                                    |                        |
|                               |                |              |                            |                                    |                        |
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|                               |                |              |                            |                                    |                        |
|                               |                |              |                            |                                    |                        |
|                               |                |              |                            |                                    |                        |
| Totals                        |                |              | \$0.00                     | \$0.00                             |                        |

Date \_\_\_\_\_

Amy Merrill  
December 6, 2021  
NLM  
D-14-21



Through November 30th, 2021

|  |        |
|--|--------|
| FY18-19 Budget includes Carryforward from FY17-18 Budget | \$0.00 |
| Committed  | \$0.00 |
| AVAILABLE  | \$0.00 |

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

| <b>Projects/Cities&amp; Towns/Other</b> |                  |                  |                            |                                    |                        |
|---|------------------|------------------|----------------------------|------------------------------------|------------------------|
| <b>Approval Date</b>                    | <b>Project</b>   | <b>Scope</b>     | <b>Appropriated Amount</b> | <b>Total Project Spent To-Date</b> | <b>Completion Date</b> |
|   | City of Anderson | Grading/Drainage |                            | \$0.00                             |                        |
|   |                  |                  |                            |                                    |                        |
|   |                  |                  |                            |                                    |                        |
|   |                  |                  |                            |                                    |                        |
|   |                  |                  |                            |                                    |                        |
|   |                  |                  |                            |                                    |                        |
| Totals:                                 |                  |                  | \$0.00                     | \$0.00                             |                        |

|                                 |         | District 2 Paving Plan |                     |                             |                 |
|---------------------------------|---------|------------------------|---------------------|-----------------------------|-----------------|
| Approval Date                   | Project | Scope                  | Appropriated Amount | Total Project Spent To-Date | Completion Date |
| All monies moved to account 000 |         |                        |                     |                             |                 |
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We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of November 30th, 2021

Prepared By: Amy Merritt Roads &amp; Bridges

Date \_\_\_\_\_

*Amy Merrill*  
*December 6, 2021*

**Certified by: Neil Carney**

Neil Carney

Date \_\_\_\_\_

MMG  
12-14-21

Through November 30th, 2021

|  |             |
|--|-------------|
| FY18-19 Budget includes Carryforward from FY17-18 Budget | \$42,690.00 |
| Committed  | \$20,690.00 |
| AVAILABLE  | \$22,000.00 |

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

[illegible]

|                                 |                   | District 3 Paving Plan |                     |                             |                 |
|---------------------------------|-------------------|------------------------|---------------------|-----------------------------|-----------------|
| Approval Date                   | Project           | Scope                  | Appropriated Amount | Total Project Spent To-Date | Completion Date |
| All monies moved to account 000 |                   |                        |                     |                             |                 |
|                                 |                   |                        |                     |                             |                 |
| 6/4/2019                        | Edmezer Fire Dept | Paving                 | \$11,300.00         | \$11,300.00                 | 12/4/2019       |
| 6/4/2019                        | Starr Fire Dept   | Paving                 | \$0.00              |                             |                 |
|                                 |                   |                        |                     |                             |                 |
|                                 |                   |                        |                     |                             |                 |
| Totals                          |                   |                        | \$11,300.00         | \$11,300.00                 |                 |

MMJ  
12-14-21

Through November 30th, 2021

|  |             |
|--|-------------|
| FY18-19 Budget includes Carryforward from FY17-18 Budget | \$12,455.00 |
| Committed  | \$12,455.00 |
| AVAILABLE  | \$0.00      |

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

[illegible]

|                                 |         | District 4 Paving Plan |                     |                             |                 |
|---------------------------------|---------|------------------------|---------------------|-----------------------------|-----------------|
| Approval Date                   | Project | Scope                  | Appropriated Amount | Total Project Spent To-Date | Completion Date |
| All monies moved to account 000 |         |                        |                     |                             |                 |
|                                 |         |                        |                     |                             |                 |
|                                 |         |                        |                     |                             |                 |
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|                                 |         |                        |                     |                             |                 |
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|                                 |         |                        |                     |                             |                 |
|                                 |         |                        |                     |                             |                 |
|                                 |         |                        |                     |                             |                 |
|                                 |         |                        |                     |                             |                 |
| Totals:                         |         |                        | \$0.00              | \$0.00                      |                 |

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of November 30th, 2021.

**Prepared By: Amy Merritt**

## Roads & Bridges

*Amy Merrill*  
*December 6, 2021*

**Certified By: Neil Carney**

**Neil Carney**

Nov 21  
12-14-21

# District 5 Paving Report

Through November 30th, 2021

|  |        |
|--|--------|
| FY18-19 Budget Includes Carryforward from FY17-18 Budget | \$0.00 |
| Committed  | \$0.00 |
| AVAILABLE  | \$0.00 |

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

| Approval Date | Project | Projects/Towns&Cities/Other |                     |  | Total Project Spent To-Date | Completion Date |
|---------------|---------|-----------------------------|---------------------|--|-----------------------------|-----------------|
|               |         | Scope                       | Appropriated Amount |  |                             |                 |
|               |         |                             |                     |  |                             |                 |
|               |         |                             |                     |  |                             |                 |
|               |         |                             |                     |  |                             |                 |
| Totals:       |         |                             | \$0.00              |  | \$0.00                      |                 |

| District 5 Paving Plan          |         |       |                     |  | Total Project Spent To-Date | Completion Date |
|---------------------------------|---------|-------|---------------------|--|-----------------------------|-----------------|
| Approval Date                   | Project | Scope | Appropriated Amount |  |                             |                 |
| All monies moved to account 000 |         |       |                     |  |                             |                 |
|                                 |         |       |                     |  |                             |                 |
|                                 |         |       |                     |  |                             |                 |
|                                 |         |       |                     |  |                             |                 |
|                                 |         |       |                     |  |                             |                 |
|                                 |         |       |                     |  |                             |                 |
|                                 |         |       |                     |  |                             |                 |
|                                 |         |       |                     |  |                             |                 |
|                                 |         |       |                     |  |                             |                 |
|                                 |         |       |                     |  |                             |                 |
|                                 |         |       |                     |  |                             |                 |
|                                 |         |       |                     |  |                             |                 |
|                                 |         |       |                     |  |                             |                 |
| Totals:                         |         |       | \$0.00              |  | \$0.00                      |                 |

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of November 30th, 2021

Prepared By: Amy Merrill  
 Roads and Bridges  
 Date December 6, 2021  
 Amy Merrill

Certified By: Neil Carney  
 Neil Carney  
 Date 12-14-21  
 Neil Carney

**Through November 30th, 2021**

|  |        |
|--|--------|
| FY18-19 Budget includes Carryforward from FY17-18 Budget | \$0.00 |
| Committed  | \$0.00 |
| AVAILABLE  | \$0.00 |

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

| Approval Date | Project | Projects/Towns&Cities/Other |                     | Total Project Spent To-Date | Completion Date |
|---------------|---------|-----------------------------|---------------------|-----------------------------|-----------------|
|               |         | Scope                       | Appropriated Amount |                             |                 |
|               |         |                             |                     |                             |                 |
|               |         |                             |                     |                             |                 |
|               |         |                             |                     |                             |                 |
|               |         |                             |                     |                             |                 |
| Totals:       |         |                             | \$0.00              | \$0.00                      |                 |

| <b>District 6 Paving Plan</b>   |                |              |                            |                                    |                        |
|---------------------------------|----------------|--------------|----------------------------|------------------------------------|------------------------|
| <b>Approval Date</b>            | <b>Project</b> | <b>Scope</b> | <b>Appropriated Amount</b> | <b>Total Project Spent To-Date</b> | <b>Completion Date</b> |
| All monies moved to account 000 |                |              |                            |                                    |                        |
|                                 |                |              |                            |                                    |                        |
|                                 |                |              |                            |                                    |                        |
|                                 |                |              |                            |                                    |                        |
|                                 |                |              |                            |                                    |                        |
|                                 |                |              |                            |                                    |                        |
|                                 |                |              |                            |                                    |                        |
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|                                 |                |              |                            |                                    |                        |
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|                                 |                |              |                            |                                    |                        |
|                                 |                |              |                            |                                    |                        |
|                                 |                |              |                            |                                    |                        |
|                                 |                |              |                            |                                    |                        |
|                                 |                |              |                            |                                    |                        |
|                                 |                |              |                            |                                    |                        |
| Totals                          |                |              | \$0.00                     | \$0.00                             |                        |

Prepared By: Amy Merritt  
Roads and Bridges  
Date

Amy Merrill  
December 6, 2021  
Allan Q  
12-14-21



December 14, 2021

**DISTRICT 1 - SPECIAL PROJECTS**  
001-5829-001-241  
FY Ended June 30, 2022

| <u>Council Meeting of:</u> | <u>Check Dated:</u> | <u>Check Number</u> | <u>Vendor \ Description</u>  | <u>Amount</u> |
|----------------------------|---------------------|---------------------|--|---------------|
|                            |                     |                     | Budget 2021 - 2022   | 35,000.00     |
|                            |                     |                     | From Accommodations Fee  | 5,000.00      |
|                            |                     |                     | Brought Forward  | 1,509.43      |
| 7/20/2021                  | 7/28/2021           | 97710               | Hope Missions (Install sink and cabinetry)                         | (1,500.00)    |
| 8/3/2021                   | 8/5/2021            | 8302 Treas          | Lot Project (Charity Cornhole Tournament)                          | (500.00)      |
| 9/7/2021                   | 9/22/2021           | 99062               | Anderson Interfaith Ministries                                     | (1,000.00)    |
| 9/7/2021                   | 9/15/2021           | 99004               | Anderson County Chapter of the SC Genealogical Society             | (500.00)      |
| 9/21/2021                  | 9/29/2021           | 99330               | Anderson County Convention Visitor Bureau                          | (1,000.00)    |
| 9/21/2021                  | 9/29/2021           | JE 9041             | Anderson County Museum ( Hall of Fame Ceremony)                    | (250.00)      |
| 10/5/2021                  | 10/13/2021          | 99734               | Angel Elite Model Troups (Fashion Show Fundraiser)                 | (2,500.00)    |
| 11/2/2021                  | 11/10/2021          | 515                 | Anderson Federation of the Blind (Christmas Dinner and Venue Cost) | (500.00)      |
| 11/16/2021                 | 12/1/2021           | 898                 | Anchored in His Grace Ministry ( Christmas Lunch for Homeless)     | (300.00)      |
| 11/16/2021                 | 12/1/2021           | 997                 | Honea Path Police Department (Reading Program)                     | (350.00)      |
| 11/16/2021                 | 12/1/2021           | 1089                | United Negro College Fund (Scholarships)                           | (500.00)      |
| 11/16/2021                 | 12/1/2021           | 1116                | YMCA (Reindeer Run)  | (3,000.00)    |

**SUB-TOTAL 29,609.43**

Committed:

**Ending Balance 29,609.43**

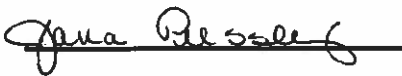
We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Renee Watts, Clerk to Council

DATE: \_\_\_\_\_

Jana Pressley, Assistant Finance Manager

DATE: December 14, 2021



December 14, 2021

**DISTRICT 2 - SPECIAL PROJECTS**  
001-5829-002-241  
FY Ended June 30, 2022

| <u>Council Meeting of:</u> | <u>Check Dated:</u> | <u>Check Number</u> | <u>Vendor \ Description</u>   | <u>Amount</u> |
|----------------------------|---------------------|---------------------|---|---------------|
|                            |                     |                     | Budget 2021 - 2022  | 35,000.00     |
|                            |                     |                     | From Accommodations Fee   | 5,000.00      |
|                            |                     |                     | Brought Forward   | 32,587.50     |
| 7/20/2021                  | 7/28/2021           | 97632               | Anderson Jets Track Club (Uniforms, travel, etc.)                   | (1,400.00)    |
| 7/20/2021                  | 7/28/2021           | 97694               | Friends of Broadway (Community day expenses)                        | (500.00)      |
| 7/20/2021                  | 8/18/2021           | 98482               | Homeland Park Fire (fireworks - July 4th)                           | (3,000.00)    |
| 7/20/2021                  | 7/28/2021           | 97788               | Westside Community Center (Assist in purchasing needed equipment)   | (500.00)      |
| 8/17/2021                  | 8/10/2021           | 8303 (Treas)        | Friends of Broadway Lake  | (1,500.00)    |
| 9/22/2021                  | 9/15/2021           | 98898               | Anderson Interfaith Ministries                                      | (1,000.00)    |
| 9/22/2021                  | 9/15/2021           | 99004               | Anderson County Chapter of the SC Genealogical Society              | (250.00)      |
| 9/21/2021                  | 9/29/2021           | 99330               | Anderson County Convention Visitor Bureau                           | (1,000.00)    |
| 11/2/2021                  | 11/10/2021          | 515                 | Anderson Federation of the Bolind (Christmas Dinner and Venue Cost) | (500.00)      |
| 11/16/2021                 | 12/1/2021           | 898                 | Anchored in His Grace Ministry ( Christmas Lunch for Homeless)      | (250.00)      |
| 11/16/2021                 | 12/1/2021           | 997                 | Honea Path Police Department (Reading Program)                      | (200.00)      |
| 11/16/2021                 | 12/1/2021           | 1089                | United Negro College Fund (Scholarships)                            | (1,000.00)    |
| 11/16/2021                 | 12/1/2021           | 1117                | YMCA (Reindeer Run)   | (1,000.00)    |

**SUB-TOTAL** 60,487.50

Committed:

**Ending Balance** 60,487.50

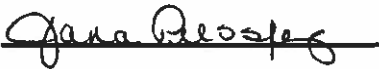
We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Renee Watts, Clerk to Council

DATE: \_\_\_\_\_

Jana Pressley, Assistant Finance Manager

DATE: December 14, 2021





December 14, 2021

**DISTRICT 3 - SPECIAL PROJECTS**  
001-5829-003-241  
FY Ended June 30, 2022

| <u>Council Meeting of:</u> | <u>Check Dated:</u> | <u>Check Number</u> | <u>Vendor \ Description</u>   | <u>Amount</u>    |
|----------------------------|---------------------|---------------------|---|------------------|
|                            |                     |                     | Budget 2021 - 2022  | 35,000.00        |
|                            |                     |                     | From Accommodations Fee   | 5,000.00         |
|                            |                     |                     | Brought Forward   | 918.89           |
| 7/20/2021                  | 7/28/2021           | 97625               | American Legion Post #44 (Replace heat pump)                        | (4,000.00)       |
| 7/20/2021                  | 7/28/2021           | 97675               | Crescent Elite Shooters (Fee for shooting team)                     | (1,500.00)       |
| 8/3/2021                   | 8/11/2021           | 98044               | Iva Recreation Assoc for Starr - Iva 12 U All Stars Trip Travel     | (500.00)         |
| 8/3/2021                   | 8/11/2021           | 98119               | Starr Fire Department   | (1,500.00)       |
| 9/7/2021                   | 9/15/2021           | 99004               | Anderson County Chapter of the SC Genealogical Society              | (250.00)         |
| 9/21/2021                  | 9/29/2021           | 99330               | Anderson County Convention Visitor Bureau                           | (1,000.00)       |
| 9/21/2021                  | 9/29/2021           | JE 9041             | Anderson County Museum ( Hall of Fame Caremony)                     | (250.00)         |
| 10/5/2021                  | 10/13/2021          | 99734               | Angel Elite Model Troups (Fashion Show Fundraiser)                  | (500.00)         |
| 11/2/2021                  | 11/10/2021          | 515                 | Anderson Federation of the Bolind (Christmas Dinner and Venue Cost) | (500.00)         |
| 11/16/2021                 | 12/1/2021           | 898                 | Anchored in His Grace Ministry ( Christmas Lunch for Homeless)      | (250.00)         |
| 11/16/2021                 | 12/1/2021           | 897                 | Honea Path Police Department (Reading Program)                      | (200.00)         |
| 11/16/2021                 | 12/1/2021           | 1089                | United Negro College Fund (Scholarships)                            | (500.00)         |
| <b>SUB-TOTAL</b>           |                     |                     |   | <b>29,968.89</b> |
| <br><u>Committed:</u>      |                     |                     |   |                  |
| 11/2/2021                  |                     |                     | Town of Iva (Museum roof repairs)                                   | (8,000.00)       |
| 12/7/2021                  |                     |                     | City of Belton (Repairt generator for backup to Fire and City Hall) | (6,000.00)       |
| <b>Ending Balance</b>      |                     |                     |   | <b>15,968.89</b> |

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

\_\_\_\_\_  
*Jana Pressley*

Renee Watts, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: \_\_\_\_\_

DATE: December 14, 2021

December 14, 2021

**DISTRICT 4 - SPECIAL PROJECTS**  
001-5829-004-241  
FY Ended June 30, 2022

| <u>Council Meeting of:</u> | <u>Check Dated:</u> | <u>Check Number</u> | <u>Vendor \ Description</u>   | <u>Amount</u> |
|----------------------------|---------------------|---------------------|---|---------------|
|                            | ---                 | ---                 | Budget 2021 - 2022  | 35,000.00     |
|                            | ---                 | ---                 | From Accommodations Fee   | 5,000.00      |
|                            |                     |                     | Brought Forward   | 43,206.99     |
| 8/3/2021                   | 8/5/2021            | 8302 Treas          | Lot Project (Charity Cornhole Tournament)                           | (500.00)      |
| 9/7/2021                   | 9/15/2021           | 98898               | Anderson Interfaith Ministries                                      | (500.00)      |
| 9/7/2021                   | 9/15/2021           | 98982               | Pendleton Farmer's Society  | (1,500.00)    |
| 9/21/2021                  | 9/29/2021           | 99330               | Anderson County Convention Visitor Bureau                           | (1,000.00)    |
| 9/21/2021                  | 9/29/2021           | JE 9041             | Anderson County Museum ( Hall of Fame Ceremony)                     | (250.00)      |
| 10/5/2021                  | 10/13/2021          | 99734               | Angel Elite Model Troups (Fashion Show Fundraiser)                  | (1,000.00)    |
| 11/2/2021                  | 11/10/2021          | 515                 | Anderson Federation of the Bolind (Christmas Dinner and Venue Cost) | (500.00)      |
| 11/16/2021                 | 12/1/2021           | 898                 | Anchored in His Grace Ministry ( Christmas Lunch for Homeless)      | (500.00)      |
| 11/16/2021                 | 12/1/2021           | 1089                | United Negro College Fund (Scholarships)                            | (500.00)      |
| 11/16/2021                 | 12/1/2021           | 1118                | YMCA (Reindeer Run)   | (1,000.00)    |

**SUB-TOTAL** **75,956.99**

Committed:

**Ending Balance** **75,956.99**

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

Renee Watts, Clerk to Council

DATE: \_\_\_\_\_



Jana Pressley, Assistant Finance Manager

DATE: December 14, 2021

December 14, 2021

**DISTRICT 6 - SPECIAL PROJECTS**  
**001-5829-005-241**  
**FY Ended June 30, 2022**

|            |            |            |   |           |
|------------|------------|------------|---|-----------|
|            | ---        | ---        | Budget 2021 - 2022  | 35,000.00 |
|            | ---        | ---        | From Accommodations Fee   | 5,000.00  |
|            |            |            | Brought Forward   | 27,240.05 |
| 7/20/2021  | 7/28/2021  | 97788      | Westside Community Center (Assist in purchasing needed equipment)   | (500.00)  |
| 8/3/2021   | 8/5/2021   | 8302 Treas | Lot Project (Charity Cornhole Tournament)                           | (500.00)  |
| 9/7/2021   | 9/15/2021  | 98898      | Anderson Interfaith Ministries                                      | (500.00)  |
| 9/7/2021   | 9/15/2021  | 99004      | Anderson County Chapter of the SC Genealogical Society              | (500.00)  |
| 9/21/2021  | 9/29/2021  | 99330      | Anderson County Convention Visitor Bureau                           | (500.00)  |
| 9/21/2021  | 9/29/2021  | JE 9041    | Anderson County Museum ( Hall of Fame Ceremony)                     | (250.00)  |
| 10/5/2021  | 10/13/2021 | 99734      | Angel Elite Model Troups (Fashion Show Fundraiser)                  | (500.00)  |
| 11/2/2021  | 11/10/2021 | 515        | Anderson Federation of the Bolind (Christmas Dinner and Venue Cost) | (500.00)  |
| 11/16/2021 | 12/1/2021  | 898        | Anchored In His Grace Ministry ( Christmas Lunch for Homeless)      | (400.00)  |

**SUB-TOTAL** **63,090.05**

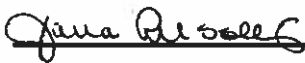
Committed:

**Ending Balance** **63,090.05**

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

Renee Watts, Clerk to Council

DATE: \_\_\_\_\_



Jana Pressley, Assistant Finance Manager

DATE: December 14, 2021

December 14, 2021

DISTRICT 6 - SPECIAL PROJECTS  
001-5829-006-241  
FY Ended June 30, 2022


| <u>Council Meeting of:</u> | <u>Check Dated:</u> | <u>Check Number</u> | <u>Vendor \ Description</u>  | <u>Amount</u> |
|----------------------------|---------------------|---------------------|--|---------------|
|                            |                     | ---                 | Budget 2021 - 2022   | 35,000.00     |
|                            |                     | ---                 | From Accommodations Fee  | 5,000.00      |
|                            |                     |                     | Brought Forward  | 11,294.45     |
| 8/17/2021                  | 8/25/2021           | 98396               | CESA - Tri County Soccer   | (6,000.00)    |
| 9/7/2021                   | 9/15/2021           | 99004               | Anderson County Chapter of the SC Genealogical Society                       | (500.00)      |
| 9/7/2021                   | 9/15/2021           | 98985               | Powdersville League of Athletic Youth (PLAY) To purchase office equipment    | (1,000.00)    |
| 9/7/2021                   | 9/15/2021           | 98985               | Powdersville League of Athletic Youth (PLAY) Baseball & Football Field Maint | (5,000.00)    |
| 9/21/2021                  | 9/29/2021           | JE 9041             | Anderson County Museum ( Hall of Fame Ceremony)                              | (250.00)      |
| 11/2/2021                  | 11/10/2021          | 515                 | Anderson Federation of the Bolind (Christmas Dinner and Venue Cost)          | (500.00)      |
| 11/16/2021                 | 12/1/2021           | 898                 | Anchored in His Grace Ministry ( Christmas Lunch for Homeless)               | (300.00)      |
| 11/16/2021                 | 12/1/2021           | 997                 | Honea Path Police Department (Reading Program)                               | (300.00)      |

**SUB-TOTAL 37,444.45**

Committed:

**Ending Balance 37,444.45**

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



Renee Watts, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: \_\_\_\_\_

DATE: December 14, 2021

December 14, 2021

DISTRICT 7 - SPECIAL PROJECTS  
001-5829-007-241  
FY Ended June 30, 2022

| <u>Council Meeting of:</u> | <u>Check Dated:</u> | <u>Check Number</u> | <u>Vendor \ Description</u>   | <u>Amount</u> |
|----------------------------|---------------------|---------------------|---|---------------|
|                            |                     |                     | Budget 2021 - 2022  | 35,000.00     |
|                            |                     |                     | From Accommodations Fee   | 5,000.00      |
|                            |                     |                     | Brought Forward   | 800.00        |
| 7/20/2021                  | 7/28/2021           | 97786               | Watkins Community Center (Support operations of center)             | (1,500.00)    |
| 8/17/2021                  | 8/25/2021           | 98392               | Caroline Community Center (Recreational Purposes)                   | (5,000.00)    |
| 8/17/2021                  | 8/25/2021           | 98398               | Cheddar Youth Center (Recreational Purposes)                        | (5,000.00)    |
| 8/17/2021                  | 8/25/2021           | 98435               | Honea Path Free Clinic (Operational Cost)                           | (2,500.00)    |
| 8/17/2021                  | 8/25/2021           | 98512               | Town of Honea Path (Recreational Purposes)                          | (5,000.00)    |
| 8/17/2021                  | 8/25/2021           | 98513               | Town of Pelzer (Recreational Purposes)                              | (5,000.00)    |
| 8/17/2021                  | 8/25/2021           | 98515               | Town of West Pelzer (Recreational Purposes)                         | (5,000.00)    |
| 8/17/2021                  | 8/25/2021           | 98516               | Town of Williamston(Recreational Purposes)                          | (5,000.00)    |
| 9/7/2021                   | 9/15/2021           | 99004               | Anderson County Chapter of the SC Genealogical Society              | (500.00)      |
| 9/21/2021                  | 9/29/2021           | 98330               | Anderson County Convention Visitor Bureau                           | (500.00)      |
| 9/21/2021                  | 9/29/2021           | JE 9041             | Anderson County Museum ( Hall of Fame Ceremony)                     | (250.00)      |
| 10/5/2021                  | 10/13/2021          | 99734               | Angel Elite Model Troups (Fashion Show Fundraiser)                  | (500.00)      |
| 11/2/2021                  | 11/10/2021          | 515                 | Anderson Federation of the Bolind (Christmas Dinner and Venue Cost) | (500.00)      |
| 11/16/2021                 | 12/1/2021           | 898                 | Anchored in His Grace Ministry ( Christmas Lunch for Homeless)      | (200.00)      |
| 11/16/2021                 | 12/1/2021           | 987                 | Honea Path Police Department (Reading Program)                      | (1,500.00)    |
| 11/16/2021                 | 12/1/2021           | 1089                | United Negro College Fund (Scholarships)                            | (200.00)      |

SUB-TOTAL 2,650.00

Committed:

Ending Balance 2,650.00

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

Renee Watts, Clerk to Council

DATE:



Jana Pressley, Assistant Finance Manager

DATE: December 14, 2021