



AGENDA
ANDERSON COUNTY COUNCIL
Special Presentation Meeting
Tuesday, August 2, 2022
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. RESOLUTIONS/PROCLAMATION:

- a. **2022-039:** A Resolution to honor Tabernacle Baptist Church of Pelzer on the occasion of its One Hundred Twenty-Fifth Anniversary; and other matters related thereto.

Hon. Cindy Wilson

- b. **2022-041:** A Resolution honoring the history and heritage of Pleasant Hill Baptist Church; and other matters related thereto.

Hon. Glenn Davis

3. ADJOURNMENT

AGENDA
ANDERSON COUNTY COUNCIL
Tuesday, August 2, 2022, at 6:30 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Hon. John Wright, Jr.

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



3. APPROVAL OF MINUTES

June 21, 2022, June 29, 2022,
minutes not received July 19, 2022

4. CITIZENS COMMENTS

Agenda Matters Only

5. ORDINANCE THIRD READING:

- a. **2022-023:** An Ordinance imposing a prohibition on certain motor vehicle traffic on Long Road (C-06-0018); and other matters related thereto. (District 7) **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Matt Hogan (allotted 5 minutes)

- b. **2022-024:** An Ordinance authorizing the transfer of a wastewater pump station site which serves The Vantage Apartments located at 95 Robbins Drive to Renewable Water Resources; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Rusty Burns (allotted 5 minutes)

- c. **2022-028:** An Ordinance authorizing the transfer of certain real properties located within the town limits of Honea Path, South Carolina which were part of the Neighborhood Initiative Program to the Town of Honea Path; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Rusty Burns (allotted 5 minutes)

- d. **2022-029:** An Ordinance authorizing the transfer of certain real properties located within the city limits of Belton, South Carolina which were part of the Neighborhood Initiative Program to the City of Belton; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Rusty Burns (allotted 5 minutes)

6. ORDINANCE SECOND READING:

- a. **2022-015:** An Ordinance adopting and enacting a new code for Anderson County, South Carolina; providing for the repeal of certain ordinances not included therein; providing a penalty for the violation thereof; providing for the manner of amending such code; and providing when such code and this ordinance shall become effective.

Mr. Rusty Burns (allotted 5 minutes)

- b. **2022-025:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina, and Project Fiddler with respect to certain economic development property in the County, whereby such property will be subject to certain payments in lieu of taxes; and other matters related thereto. [Project Fiddler]

Mr. Rusty Burns (allotted 5 minutes)



- c. **2022-030:** 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)

- d. **2022-031:** An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 35.16 acres from C-2 (Highway Commercial District) to IZD (Innovative Zoning District) on parcels of land, identified as on Hurricane Road and Pine Lane in the Denver-Sandy Springs Precinct shown in Deed Book 6546 page 302 and Deed Book 6985 page 37. The parcels are further identified as TMS #93-00-07-004 and #93-00-07-005.

Ms. Alesia Hunter (allotted 5 minutes)

- e. **2022-032:** An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 19.1 acres from C-2 (Highway Commercial District) to IZD (Innovative Zoning District) on a parcel of land, identified as on Highway 76 in the Denver-Sandy Springs Precinct shown in Deed Book 19V page 955. The parcels are further identified as TMS #65-00-04-013.

Ms. Alesia Hunter (allotted 5 minutes)

- f. **2022-033:** An Ordinance to amend the definition of "Urban Districts" relating to speed humps as found in section 59-21 of the Anderson County Code of Ordinances; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

7. ORDINANCE FIRST READING:

- a. **2022-034:** An Ordinance authorizing, under certain conditions, the execution and delivery by Anderson County, South Carolina of a second amended fee in lieu of taxes agreement with Project Triangle with respect to a project in the County whereby the project would be subject to payment of certain fees in lieu of taxes and would be provided certain special source credits against fee payments; and related matters. [Project Triangle]

Mr. Burriss Nelson (allotted 5 minutes)

8. RESOLUTIONS:

- a. **R2022-042:** A Resolution authorizing, under certain conditions, the execution and delivery by Anderson County, South Carolina of a second amended fee in lieu of taxes agreement with Project Triangle with respect to a project in the County whereby the project would be subject to payment of certain fees in lieu of taxes, and would be provided certain special source credits against fee payments; and other related matters.

Mr. Burriss Nelson (allotted 5 minutes)



9. CHANGE ORDERS/BID APPROVALS:

- a. Change Order New Fleet Building Project
- b. Change Order Kid Venture 2.0 Project

Mr. Robert Carroll (allotted 5 minutes)

10. APPROVAL OF MOU BETWEEN ANDERSON COUNTY AND THE ANDERSON COUNTY FIRE PROTECTION COMMISSION

Mr. Rusty Burns (allotted 5 minutes)

11. ROAD ACCEPTANCE INTO COUNTY INVENTORY

- a. Oaks at Shiloh Creek Subdivision Phase V: (District 6)
Cane Hill Drive
Stone River Avenue

Holt Hopkins (allotted 5 minutes)

12. REQUESTS BY COUNCIL:

- a. American Red Cross Upstate South Carolina Chapter- All Districts
- b. Anderson County Chapter of the South Carolina Genealogical Society Inc.-All Districts
- c. Westside Community Center/Leadership Anderson Class 37- All Districts
- d. Crescent High School Anglers- District 3
- e. United Way of Anderson County/Safe Kids Water Safety-All Districts
- f. CESA Tri County-District 4 & 6

13. ADMINISTRATOR'S REPORT:

14. CITIZENS COMMENTS

Non-Agenda Matters

15. REMARKS FROM COUNCIL

16. 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 2022-039

A RESOLUTION TO HONOR TABERNACLE BAPTIST CHURCH OF PELZER ON THE OCCASION OF ITS ONE HUNDRED TWENTY-FIFTH ANNIVERSARY; AND OTHER MATTERS RELATED THERETO

WHEREAS, since its humble yet dignified beginnings 125 years ago in the Eagle Grocery Store building across from the Pelzer Mills office, where its twenty-seven charter members elected Reverend W. T. Tate as its founding pastor, Tabernacle Baptist Church has served as an embodiment of the Great Commission of Jesus Christ, bringing the faith to people wherever they may be found; and,

WHEREAS, the Tabernacle Baptist community has prospered and progressed over the years, enduring the storms of earthly tumult, and to this day continues to share the faith, inspired by its tradition of providing support and care to the Children of God; and,

WHEREAS, under the leadership of incumbent pastor Reverend James Crawford, Tabernacle Baptist serves its community through not only regular church worship services, but also outreach work, program activities, and mission trips; and,

WHEREAS, the Tabernacle Baptist Church family has been trusted with the mission of service to the Pelzer community for one hundred twenty-five years, and with its full trust in the Lord will continue its godly heritage for many more years of worship and service; and,

WHEREAS, the church will observe its 125th anniversary on August 28th, 2022;

NOW, THEREFORE, BE IT RESOLVED that the Anderson County Council hereby celebrates Tabernacle Baptist Church's 125-year tradition of service to the Pelzer community and offers its warmest congratulations to the congregation on this notable anniversary.

RESOLVED in a meeting duly assembled this 2nd day of August 2022.

FOR ANDERSON COUNTY

Tommy Dunn, Council Chairman

John B. Wright, Jr. District 1

Glenn Davis, District 2

Ray Graham, District 3

Brett Sanders, District 4

Jimmy Davis, District 6

ATTEST:

M. Cindy Wilson, District 7

Rusty Burns
County Administrator

Renee Watts
Clerk to Council



RESOLUTION 2022-41

***A RESOLUTION HONORING THE HISTORY AND HERITAGE OF
PLEASANT HILL BAPTIST CHURCH, AND OTHER MATTERS RELATED
HERETO.***

WHEREAS, in 1871, on what was surely a day of tremendous hope and spirit-filled celebration, the Pleasant Hill Baptist Church was founded under the pastorate of Reverend Stewart Oliver; and,

WHEREAS, for more than 150 years now, the pastors and members of Pleasant Hill Baptist have brought the Word of God to the Belton Community and beyond, guided by the principles of service and stewardship handed down as if they were family heirlooms from generation to generation; and,

WHEREAS, now led by Pastor Paul D. Garrett and called by many "The Hill Church", Pleasant Hill Baptist is a house of worship for all persons, reaching and teaching the Word of God, developing people spiritually and socially, working to bring people of all sexes, races, and creeds to a greater understanding of their relationship with God; and,

WHEREAS, during the months of July and August, Pleasant Hill Baptist observes its "150+1" Church Anniversary Celebration, during which time the church will host many special events, services, and guest speakers under the theme of "Honoring The Past...Embracing The Future"; and,

WHEREAS, it is the desire of Anderson County Council to offer its heartfelt congratulations to a faith community that has had such a long and meaningful presence in the lives of so many people over so many generations;

NOW, THEREFORE, BE IT RESOLVED that the Anderson County Council hereby recognizes the "150+1" Church Anniversary Celebration of Pleasant Hill Baptist and extends its best wishes to Pastor Garrett and his congregation for a joyous time of celebration.

RESOLVED in a meeting duly assembled this 2nd day of August 2022.

FOR ANDERSON COUNTY

Tommy Dunn, Council Chairman

John B. Wright, Jr. District 1

Glenn Davis, District 2

Ray Graham, District 3

Brett Sanders, District 4

Jimmy Davis, District 6

ATTEST:

M. Cindy Wilson, District 7

Rusty Burns
County Administrator

Renee Watts
Clerk to Council

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
JUNE 21, 2022

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
JORDAN THAYER
RENEE WATTS

1 TOMMY DUNN: At this time
2 I'd like to call the Anderson County Special
3 Presentation meeting of Tuesday, June 21st to order.
4 I'd like to welcome each and every one of y'all here
5 and thank y'all for coming out tonight.

6 We'll start off first with item number 2,
7 Resolutions and Proclamations. Be 2(a), R2022-035.
8 Honorable Councilman Glenn Davis.

9 GLENN DAVIS: Thank you, Mr.
10 Chairman. It is indeed an honor and a privilege to
11 recognize this young lady who not only is excelling on
12 the athletic field but in the classroom, as well. And
13 we'd like to recognize her this evening.

14 RESOLUTION #2022-0035
15 A RESOLUTION CONGRATULATING AYANNA HUNT FOR WINNING THE
16 REGION MVP FIELD EVENTS AWARD, AMONG OTHER ATHLETIC AND
17 ACADEMIC ACHIEVEMENTS; AND OTHER MATTERS RELATED
18 THERETO.

19 Whereas, Ayanna Hunt has excelled throughout her
20 high school career as a multi-sport student athlete in
21 volleyball, basketball, and track & field at Westside
22 High School, displaying unusual work ethic and
23 dedication to excellence both on the field and in the
24 classroom; and

25 Whereas, Ms. Hunt is part of a multi-generational
26 family legacy in athletics, being a coach's daughter
27 and event coach's granddaughter, with Ms. Hunt breaking
28 her own mother's school record by eight feet at
29 Westside High School; and

30 Whereas, Ms. Hunt's outstanding athletic
31 achievements, including finishing number one in the
32 Coaches Classic Elite Track Meet, breaking the JV
33 Tri-County Discus Record, breaking the Kevin Logan Shot
34 Put and Discus records, winning Region Champion in the
35 Shot Put, being a two-time Region Champion in the
36 Discus, becoming Region MVP Field Events Champion,
37 finishing first in the State Qualifier meet in the Shot
38 Put and the Discus, and being a back-to-back two-time
39 State Champion in the Discus, this year throwing a
40 personal best in the Discus of 148 feet 9 inches and 35
41 feet 11 inches in the Shot Put, have culminated in her
42 being awarded the MVP Field Events Award.

43 Therefore, be it resolved that, in a meeting duly
44 assembled this 21st day of June 2022, the Anderson
45 County Council hereby congratulates Ms. Hunt on her
46 extraordinary success during her high school career,
47 thanks her for being one of Anderson County's best and
48 brightest young people, and wishes her continued
49 success in the future.

50 I'd like to put that in the form of a motion, Mr.

1 Chairman.
2 CINDY WILSON: Second.
3 TOMMY DUNN: Have a motion
4 by Mr. Glenn Davis; second Ms. Cindy Wilson. Are there
5 any further discussion?
6 CINDY WILSON: May I?
7 TOMMY DUNN: Ms. Wilson.
8 CINDY WILSON: Are we in the
9 presence of a future Olympian? We want to cheer her
10 on.
11 TOMMY DUNN: Anyone else?
12 I'd just like to say congratulations. It's a great
13 honor for y'all to be here tonight. And thank y'all
14 for coming. Something to be very, very proud of,
15 especially breaking your mother's records. I know
16 that's something special, too. You make Anderson
17 County very proud of you. Very, very pleased. Anyone
18 else?
19 GLENN DAVIS: Future
20 Olympian.
21 TOMMY DUNN: Yep. All in
22 favor show of hands. Opposed like sign. Mr. Davis, do
23 you want to step up?
24 GLENN DAVIS: Yes, sir.
25 TOMMY DUNN: If y'all would
26 just step on up to the thing here.
27 **PRESENTATION OF RESOLUTION**
28 **APPLAUSE**
29 TOMMY DUNN: At this time
30 we'll move on to item number -- next on the agenda.
31 This will be a presentation by The Zone Service, Inc.
32 Ms. DeShields, please step up. Mr. Burns, will you
33 make sure she can get to the mic and everything. Help
34 her out. Make sure she's good with everything,
35 whatever she needs.
36 TRECA DESHIELDS: Good evening.
37 It is an honor and a privilege to stand before you
38 today. And I want to say thank you for allowing us the
39 opportunity.
40 My name is Treca DeShields. I am a resident of
41 Anderson, South Carolina and has been for about
42 nineteen years, in the county, and which I am proud to
43 be a part of the county of Anderson.
44 Today I want to introduce some and present to
45 others you have been kind by giving us a contribution,
46 which I'll talk about later. But The Zone Service,
47 Inc. Youth violence is on the rise. Lives are being
48 taken every day and our historic communities are
49 decaying. Over the years we have witnessed upstate
50 South Carolina youth become more and more susceptible

1 to negative and misleading distraction. It is also
2 known that the same distractions contribute to
3 disturbing levels of gang involvement and increased
4 school dropout rates. This further causes
5 discouragement and empathy of our youth.

6 The Zone is a non-profit recognized in the state of
7 South Carolina. Our mission is to create and provide
8 innovative programs for youth and families that will
9 enhance their wealth and well-being to produce
10 productive citizens.

11 And so today we came personally because my mom
12 raised me that if anyone does anything for you, you
13 always go back to say thank you. And so today, I want
14 to teach these young people that nothing is given; that
15 when something is given to you, you have the respect of
16 going back to say thank you.

17 We also, in our summer camp, have been talking
18 about government, the decisions that you all make, and
19 I wanted them to be afforded the opportunity to be able
20 to come into the chambers to see how decisions are made
21 for Anderson County, and which most of them represent
22 about all seven of your counties.

23 So at this time they have something very wonderful
24 to say to you.

25 **GROUP THANK YOU**

26 TOMMY DUNN: Y'all are quite
27 welcome.

28 TRECA DESHIELDS: And we also
29 have an assignment for you all today. You were graced
30 with a lot of information in front of you. I won't go
31 into detail as to the different services that we do
32 provide. But one is our summer camp. And the first
33 thing that we gave you was a thank you card that was
34 created by the children. I want to thank Councilman
35 Wright for his five hundred dollar donation; Council
36 Davis for his two thousand dollar contribution;
37 Councilman Graham for his five hundred dollar
38 contribution; Councilman Sanders for his five hundred
39 dollar contribution; Councilman Dunn for his five
40 hundred dollar contribution; and Councilman Davis for
41 his five hundred dollar contribution.

42 Also, we wanted to bring to you information about
43 we have been blessed to have a partnership with Healthy
44 Connection, Walmart Return Center, which is a part of
45 Spartanburg, South Carolina, and also the Elks Lodge of
46 Pendleton, South Carolina, who just graced us with an
47 awesome grant. We are going to be putting out a
48 thousand book bags in the upstate. And we want you all
49 to consider partnering with us to make sure that we
50 represent Anderson County well and that our young

1 people are on their way to school with the right things
2 that they're needing and not being picked at and not
3 being bullied because they don't have what they are
4 needing to make it through their school year.

5 I want to thank you. More information is in there
6 about our organization, about us, where we're located.
7 We are in the city because we've been blessed with a
8 building in the city area. But we do have an
9 opportunity to do outreach to children in the county.

10 So thank you, again, for your contribution. We are
11 super excited about what is going on in Anderson
12 County. You are constantly in our prayers as we move
13 forward in this county. Thank you.

14 TOMMY DUNN: Thank you for
15 what all y'all do for our community.

16 TRECA DESHIELDS: Thank you.

17 TOMMY DUNN: Does anyone
18 else have anything else?

19 GLENN DAVIS: You said a
20 thousand book bags. Are you going to be doing three
21 counties?

22 TRECA DESHIELDS: We're going to
23 be doing multiple counties. We're in the whole
24 upstate. So we'll be doing Anderson County. We will
25 be in Pendleton. We're going to be in Spartanburg
26 County, Greenville County, Laurens and Clinton. So we
27 will be covering the upstate, but we're going to be
28 distributing about three to four hundred in Anderson
29 County.

30 GLENN DAVIS: Thank you.

31 JIMMY DAVIS: If I may, just
32 one question, on the book bags, would you prefer to
33 have donations -- voluntary donations for the book bags
34 if a citizen wanted to donate, or would you prefer to
35 have book bags?

36 TRECA DESHIELDS: Well, we have
37 been afforded a thousand book bags by Healthy
38 Connection.

39 JIMMY DAVIS: Okay.

40 TRECA DESHIELDS: So we have all
41 the book bags. We're just needing to now provide
42 supplies for those book bags. And we would like to not
43 just put in school supplies, but masks, as well as
44 sanitizer and the wet wipes for the young kids.
45 Because we know they love to put their hands in their
46 mouth, face, eyes, and we want to just kind of keep
47 down the spread of the COVID 19.

48 TOMMY DUNN: Thank y'all
49 very much.

50 **APPLAUSE**

1 TOMMY DUNN: Before we
2 conclude, this is all the business we have in this
3 part. I'm going to let Mr. Burns introduce Mr. Harmon
4 -- or Mr. Harmon introduce your intern. I would do it,
5 but I don't want to butcher her name. So y'all go
6 ahead.

7 LEON HARMON: Well, I'm
8 afraid I might do the same thing. We have an intern
9 working with us this year, this summer, Olivia
10 Cianciolo. I hope I didn't do it too bad. Olivia is
11 Dr. Amy's daughter, who is a doctor in our employee
12 health program, Direct Care Program. I think she's
13 finished her freshman year at Wofford. She's
14 interested in going to law school. I hope I don't
15 scare her off from that. But we are very glad to have
16 her here and wanted to introduce her to you.

17 TOMMY DUNN: Welcome to
18 Anderson County.

19 **APPLAUSE**

20 TOMMY DUNN: We'll adjourn
21 here and meet back at 6:30 for the start of our regular
22 council meeting.

23
24 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:17 P.M.)**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
JUNE 21, 2022

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
JORDAN THAYER
RENEE WATTS

1 TOMMY DUNN: At this time
 2 I'd like to call the Anderson County Council regular
 3 meeting of Tuesday, June 21st to order. I'd like to
 4 welcome each and every one of y'all here tonight. And
 5 thank y'all for coming and participating in your local
 6 government.

7 At this time we're going -- I'd ask Councilman
 8 Honorable Jimmy Davis if he'd lead us in the invocation
 9 and pledge of allegiance. If we'd all rise, please.

10 JIMMY DAVIS: Let us pray.

11 **INVOCATION AND PLEDGE OF ALLEGIANCE BY JIMMY DAVIS**

12 TOMMY DUNN: At this time,
 13 moving on to item number 3, approval of the minutes of
 14 the May 17, 2022 meeting. Are there any corrections to
 15 be made to those minutes?

16 Hearing none, do we have a motion to move these
 17 forward?

18 CINDY WILSON: So moved.

19 BRETT SANDERS: Second.

20 TOMMY DUNN: Motion Ms.

21 Wilson to move forward; Mr. Sanders second. All in
 22 favor of the motion show of hands. Opposed like sign.
 23 Show the motion carries unanimously.

24 Moving on now to item number 4, citizens comments.
 25 As our attorney, Mr. Harmon, calls your name, please
 26 step forward, state your name and district for the
 27 record and address the chain. You have three minutes.
 28 First go around, items on agenda only. Mr. Harmon.

29 LEON HARMON: Mr. Chairman,
 30 no one is signed up to speak.

31 TOMMY DUNN: Thank you.

32 Moving on to item number 5. This will be a report
 33 from the Planning and Public Works Committee meeting
 34 held on June the 7th, 2022. Honorable Ms. Cindy
 35 Wilson, our Chairlady for that committee. Ms. Wilson.

36 CINDY WILSON: Thank you, Mr.
 37 Chairman. On items 3 and 4 of our agenda, which were
 38 RV Park concerns, zoned areas/unzoned areas, and number
 39 four, campers used as dwellings/concerns and
 40 enforcement measured available.

41 We had a presentation because we're getting some
 42 complaints and concerns regarding those issues. We
 43 have a draft of recommendations to clarify and add
 44 definitions to be brought before us soon and made
 45 available to our citizens who have expressed concerns
 46 regarding RV parks that may fall into disrepair,
 47 becoming the next trailer park. That was some of the
 48 comments we had been told.

49 Campers used for dwellings in zoned and unzoned
 50 areas have brought numerous complaints from neighbors.

1 Campers used as a temporary dwelling on building sites
2 that are fully hooked up to necessary utilities are not
3 the issue. Those campers not hooked up to sewer or
4 septic tank are subject to both building and codes
5 enforcement and South Carolina DHEC requirements.
6 Under item 5, special exceptions, in Chapter 70 of our
7 Zoning Ordinance, we need to make a review of this. We
8 have had such rapid development in many areas of our
9 county, that some of these exceptions may need greater
10 examination, particularly from the county councilman's
11 district in which they might be proposed. A list has
12 been given to us which we will take up at our next
13 meeting.

14 Item number 6 was the issue of speed bumps that Mr.
15 Matt Hogan brought to us. We discussed this. It seems
16 that our current ordinance is open to interpretation
17 where measurements are concerned. Mr. Hogan presented
18 us with a proposed amendment to our ordinance
19 clarifying that measurements from structure to
20 structure should be residence to residence. We voted
21 unanimously to recommend to County Council to approve
22 this new clarifying language. This will be on our next
23 agenda for your consideration.

24 We will soon have a resolution requesting our
25 county delegation to persuade our General Assembly to
26 allow our local governments to make some adjustment to
27 our building and codes, which are mandated by the state
28 government. Standardized building codes are very
29 helpful, but we're experiencing rapid massive
30 development of homes built to minimum standards with
31 slab on grade foundations. We've done much to
32 prescribe better sloping to minimize flooding, but
33 there are still problems. We would hope to have the
34 ability to determine the best foundation considering
35 factors such as topography, etcetera.

36 Under old business, we inquired as to when an
37 ordinance would be available for county council dealing
38 with amenities packages that developers coming before
39 our Planning Commission stated that they were part of
40 their proposed development. If our Planning Commission
41 or our County Council approve with these improvements
42 and people buy anticipating these amenities, then they
43 should be built.

44 We had no citizen comments, but had a good
45 conversation afterwards with the government affairs
46 liaison from the Greenville County Homebuilders, and we
47 certainly welcomed his input.

48 We want to thank all who helped to make this a very
49 productive, effective meeting. And do my fellow
50 council members want to add to ...

1 GLENN DAVIS: You pretty well
2 summed it up.
3 BRETT SANDERS: Yep. Thank
4 you.
5 JIMMY DAVIS: I will add, Mr.
6 Harmon, I believe on the amenity package, that
7 language, we should have that pretty soon; shouldn't
8 we?
9 LEON HARMON: Yes, Mr. Davis,
10 we are working on that now.
11 CINDY WILSON: Well, we
12 appreciate everybody's input. Thank y'all.
13 TOMMY DUNN: Thank you, Ms.
14 Wilson. Thank you for your committee and y'all's work.
15 We're going to be moving on now to item number
16 6(a), ordinance's third reading. This will be 6(a),
17 2022-017, an Ordinance authorizing the transfer of
18 certain real properties located at 204 West Poplar
19 Street, Iva, South Carolina (TMS 133-04-01-003); 57 Oak
20 Street, Iva, South Carolina (TMS 133-02-06-003); and
21 717 Central Street, Iva, South Carolina (TMS
22 134-00-06-017) to the Town of Iva; and other matters
23 related thereto.
24 Mr. Burns, if you would, would you just give a
25 brief thing on this right here before we have the
26 public hearing?
27 RUSTY BURNS: Mr. Chairman,
28 we acquired these properties in order to clean these
29 properties up. We did that with a federal grant that
30 we had. We have done so. We have maintained the
31 properties up to this point. The town of Iva has
32 requested that we release these properties to them
33 because they have people who want to build new houses
34 on them.
35 TOMMY DUNN: That would put
36 it back on the tax books?
37 RUSTY BURNS: Yes, sir.
38 TOMMY DUNN: We'll go into a
39 public hearing on this. Anyone wishing to speak to
40 this matter, please step forward, state your name and
41 district for the record, address the chair, and you've
42 got three minutes. Public hearing. Anyone at all?
43 Seeing and hearing none, public hearing will be
44 closed. Do we have a motion to move this forward?
45 RAY GRAHAM: So moved.
46 CINDY WILSON: Second.
47 TOMMY DUNN: Motion Mr.
48 Graham; second Ms. Wilson. Any discussion?
49 RAY GRAHAM: Mr. Chairman?
50 TOMMY DUNN: Mr. Graham.

1 RAY GRAHAM: Just want to
2 clarify, developers is who is pursuing this, not
3 individuals.
4 TOMMY DUNN: Okay.
5 RAY GRAHAM: So it would be
6 a developer that would develop it and sell it and get
7 it back on the tax books.
8 TOMMY DUNN: Good deal.
9 RAY GRAHAM: There's a
10 partnership with the town.
11 TOMMY DUNN: Anyone else?
12 All in favor of the motion show of hands. All
13 opposed like sign. Show the motion carries
14 unanimously.
15 We're going to move on now to item number 6(b),
16 2022-018, an Ordinance to provide approval for Anderson
17 County to grant a perpetual and non-exclusive easement
18 unto Duke Energy Carolinas, LLC upon a portion of the
19 real property being Parcel A, 0.192 acres and Parcel B,
20 2.96 acres, as recorded in Plat Slide 1273, pages 5 and
21 6, Anderson County Register of Deeds for electric car
22 charging stations within the City of Belton; and other
23 matters related thereto.
24 Mr. Burns, again, would you just a little brief
25 overview of this before we go into public hearing?
26 RUSTY BURNS: This is a
27 partnership between Duke Energy and Anderson County.
28 They have located a site on the library grounds in
29 Belton. It will be a charging station for EV vehicles.
30 It will be no expense to the county. They will do the
31 maintenance and upkeep on that charging station.
32 TOMMY DUNN: Thank you.
33 We'll go into public hearing. Anyone wishing to speak
34 to this matter, again, for the record state your name
35 and district and address the chair. And you have three
36 minutes. Public hearing. Anyone at all? Seeing and
37 hearing none, the public hearing will be closed. Do we
38 have a motion to move this forward?
39 RAY GRAHAM: So moved.
40 CINDY WILSON: Second.
41 TOMMY DUNN: Motion Mr.
42 Graham; second Ms. Wilson. Any discussion?
43 RAY GRAHAM: Mr. Chairman?
44 TOMMY DUNN: Mr. Graham.
45 RAY GRAHAM: Just, again, it
46 won't be no cost to the city, as well, and this is
47 something that the merchants downtown is welcoming with
48 the hopes of basically -- it automatically comes up on
49 electric cars where the charging stations are. And
50 hopefully it will entice people to come into the

1 community and while they're charging they can shop at
2 local. So that's kind of the purpose of this. It's a
3 partnership with Duke.

4 TOMMY DUNN: Thank you, Mr.
5 Graham. Anyone else? All in favor of the motion show
6 of hands. All opposed like sign. Show the motion
7 carries unanimously.

8 We're going to move on now to item number 7(a),
9 ordinance's second reading, 7(a), 2022-019, an
10 Ordinance to adopt the operating and capital budgets of
11 Anderson County for the fiscal year beginning July 1,
12 2022, and ending June 30, 2023.

13 We'll have a public hearing, but first I'm going to
14 ask the chairman of the Finance Committee to ---

15 BRETT SANDERS: Thank you, Mr.
16 Chairman. From the finance meeting on the 20th, the
17 majority of the income in our budget across -- or
18 increase in income across the departments was primarily
19 inflation, fuel costs, inventory costs and also our
20 minimum two-months required reserve.

21 In our budget, we have budgeted to give the
22 Sheriff's Department the personnel that they requested.
23 We've ranked capital projects and have them budgeted as
24 to complete the most desired project improvements. We
25 have continued to pay down debt and pay off debt. We
26 have the required two-months finance reserve to
27 maintain the county's positive bond rating and also
28 meet our accounting requirements. We also have a work-
29 in-progress and a plan to build the new jail without a
30 tax increase. We will apply anticipated increased
31 state and federal and other sources of funding to our
32 road systems. We also have anticipated and planning
33 for the 2024 budget on economic revenues coming in, in
34 case the economy continues to back off. So we are
35 working on putting some things in place for that. And
36 best of all, there's no tax increase in this budget,
37 sir.

38 Ms. Rita Davis, the head our Finance Department is
39 in the back. If anyone has any questions, feel free to
40 reach out to me or contact Ms. Davis.

41 And the second reading come before the Finance
42 Committee as unanimous.

43 And I put that in the form of a motion.

44 TOMMY DUNN: Thank you.
45 Before we vote, we're going to have a public hearing.
46 At this time we'll go into public hearing. Anyone
47 wishing to speak to this matter, again, for the record
48 state your name and district and address the chair.
49 And you have three minutes. Anyone at all? Seeing
50 none, the public hearing will be closed.

1 We have a motion on the floor from the Finance
2 Committee. Coming from a committee, it doesn't need a
3 second. Any discussion?

4 JIMMY DAVIS: Mr. Chair, if I
5 may?

6 TOMMY DUNN: Mr. Davis,
7 Jimmy Davis.

8 JIMMY DAVIS: I just want to
9 say a great word of appreciation to Mr. Sanders and the
10 Finance Committee, Ms. Davis and the County
11 Administrator and all the staff that worked so hard.
12 I've gone through the budget as best as I can wrap my
13 mind around it. And I'm appreciative of all the hard
14 work that they've put into this to give us a good
15 budget with no tax increase. Thank you, Mr. Chair.

16 TOMMY DUNN: Thank you.
17 Anyone else?

18 CINDY WILSON: May I?
19 TOMMY DUNN: Ms. Wilson.
20 CINDY WILSON: One of the main
21 reasons we were late taking up our budget this year was
22 the installation of the new financial software that
23 we've been trying to get put together for a number of
24 years. Mr. Francis Crowder would be very proud of that
25 because he definitely advocated that we do that. And
26 it has started on stream, I believe, Ms. Rita. And
27 hopefully it will make all of our financial accounting
28 and reporting so much easier in the future. Thank you.

29 TOMMY DUNN: Thank you.
30 Anyone else?

31 BRETT SANDERS: Mr. Chairman?
32 TOMMY DUNN: Mr. Sanders.
33 BRETT SANDERS: I would like to
34 say that we will be, prior to third reading, we'll have
35 another Finance Committee meeting. So if any council
36 members have any questions, concerns or requests, we'll
37 address them at that time prior to third reading, sir.

38 TOMMY DUNN: And any time
39 the Finance Department and the Administrator is always
40 willing to talk and listen. Got any questions to take
41 care of at any time.

42 All in favor of the motion show of hands. All
43 opposed like sign. Show the motion carries
44 unanimously.

45 We're going to move on now to item number (b),
46 2022-020, an Ordinance imposing a prohibition on
47 certain motor vehicle traffic on Massey Road
48 (C-02-0100); and other matters related thereto.

49 We'll have a public hearing on this. Anyone
50 wishing to speak to this matter, please step forward

1 and state your name and district and address the chair,
2 please. And you have three minutes. Anyone at all?
3 Seeing and hearing none, the public hearing will be
4 closed. Do we have a motion to move this forward?
5 BRETT SANDERS: So moved.
6 CINDY WILSON: Second.
7 TOMMY DUNN: Motion Mr.
8 Sanders; second Ms. Wilson. Any discussion? Seeing
9 and hearing none, all in favor of the motion show of
10 hands. All opposed like sign. Show the motion carries
11 unanimously.
12 We're going to move on now to item number (c),
13 2022-021, an Ordinance to amend an agreement for the
14 development of a joint county industrial and business
15 park (2010 Park) of Anderson and Greenville Counties so
16 as to enlarge the park; and other matters related
17 thereto. This will be Project Kane. Do we have a
18 motion to move this forward?
19 CINDY WILSON: So moved.
20 TOMMY DUNN: Motion Ms.
21 Wilson. Do we have a second?
22 BRETT SANDERS: Second.
23 TOMMY DUNN: Second Mr.
24 Glenn Davis. Now discussion. Mr. Burns, you got any
25 comments?
26 BRETT SANDERS: Mr. Chairman,
27 this is the standard agreement we have between
28 Greenville County for this project in Greenville
29 County. We will receive one percent of the proceeds
30 for absolutely doing nothing. And they would do the
31 same for us.
32 TOMMY DUNN: And have.
33 RUSTY BURNS: And have.
34 TOMMY DUNN: Anyone else?
35 Hearing none, all in favor of the motion show of hands.
36 All opposed like sign. Show the motion carries
37 unanimously.
38 We're going to move on to item number (d),
39 2022-022, an Ordinance to amend Section 38-311(c) of
40 the Anderson County, South Carolina, Code of
41 Ordinances to amend the time frame for consideration of
42 previously disapproved projects by the Planning
43 Commission; and other matters related thereto.
44 This will be a public hearing. But before go into
45 public hearing, I just want to say, Mr. Harmon, this is
46 a three-month waiting period so we keep in line with
47 the Planning Commission's meetings; right?
48 LEON HARMON: That's correct,
49 Mr. Chairman. It originally had six months in it.
50 It's been reduced to ninety days.

1 TOMMY DUNN: Before that
2 there was no waiting limit?
3 LEON HARMON: That's correct.
4 JOHN WRIGHT: Mr. Chairman,
5 this is after being turned down twice; correct, by the
6 Planning Commission?
7 TOMMY DUNN: That's right.
8 That's right.
9 JOHN WRIGHT: Okay.
10 TOMMY DUNN: Turned down
11 twice.
12 We'll go into public hearing. Anyone wishing to
13 speak to this matter, again, please state your name and
14 district for the record, address the chair, and you
15 have three minutes. Anyone at all? Hearing none, the
16 public hearing will be closed. Do we have a motion to
17 move this forward?
18 BRETT SANDERS: So moved.
19 CINDY WILSON: Second.
20 TOMMY DUNN: Motion Mr.
21 Sanders; second Ms. Wilson. Any discussion?
22 JIMMY DAVIS: In looking at
23 it, Mr. Chairman, you're saying it's got to be rejected
24 twice before it has to wait ninety days or after ---
25 TOMMY DUNN: After it's
26 rejected once. I'm sorry, Mr. Wright. After it's
27 rejected once it comes back. Right now it's six
28 months. We hope to change it to three months.
29 JOHN WRIGHT: Before they
30 come back for the second time?
31 TOMMY DUNN: That's right.
32 Before the come back for the second time.
33 JOHN WRIGHT: Okay.
34 BRETT SANDERS: Any minor
35 changes and things like that, they'll be allowed to do.
36 TOMMY DUNN: Same as always.
37 BRETT SANDERS: Same as always.
38 Good enough. Thank you.
39 TOMMY DUNN: All in favor of
40 the motion show of hands. All opposed like sign. Show
41 the motion carries unanimously.
42 Moving on now to item number 8(a), first readings.
43 An Ordinance imposing a prohibition on certain motor
44 vehicle traffic on Long Road (C-06-0018); and other
45 matters related thereto. Do we have a motion to put
46 this on the floor?
47 CINDY WILSON: So moved.
48 BRETT SANDERS: Second.
49 TOMMY DUNN: Motion Ms.
50 Wilson; second Mr. Jimmy Davis. Open the floor up for

1 discussion. Ms. Wilson, do you have any ---
2 CINDY WILSON: Pretty much the
3 same situation as Massey Road. These are roads that
4 are virtually paved pig paths. And they're in
5 residential areas. And our truck drivers now a days
6 resort to GPS, and maybe not always their company
7 directives, and are creating some upheaval around the
8 county. There are other prescribed routes, Cherokee
9 Road, Welcome Road, Pine Trail and Hampton Road, so
10 there are plenty of good -- much better access to main
11 thoroughfares than Long. Thank you.
12 TOMMY DUNN: Thank you.
13 Anyone else?
14 BRETT SANDERS: Mr. Chairman?
15 TOMMY DUNN: Mr. Sanders.
16 BRETT SANDERS: Mr. Hogan,
17 didn't -- now that you've contacted like when they do
18 their GPS system, we've reached out to where it
19 actually won't take them there; is that correct, on the
20 one prior?
21 MATT HOGAN: Our GIS?
22 BRETT SANDERS: GIS, yeah.
23 MATT HOGAN: Google maps,
24 all the different apps (inaudible).
25 BRETT SANDERS: Okay. Good. I
26 just hate for someone to get down there and can't get
27 turned around and then get a ticket.
28 TOMMY DUNN: We're good.
29 BRETT SANDERS: Thank you, sir.
30 Appreciate you.
31 TOMMY DUNN: Anyone else?
32 All in favor of the motion show of hands. All opposed
33 like sign. Show the motion carries unanimously.
34 Moving on now to item number 8(b), 2022-024, an
35 Ordinance authorizing the transfer of a wastewater pump
36 station site which serves The Vantage Apartments
37 located at 95 Robbins Drive to Renewable Water
38 Resources; and other matters related thereto.
39 Do we have a motion to move this forward?
40 CINDY WILSON: So moved.
41 TOMMY DUNN: Motion Ms.
42 Wilson. Have a second?
43 GLENN DAVIS: Second.
44 TOMMY DUNN: Second Mr.
45 Glenn Davis. Open the floor up for discussion. Mr.
46 Burns, do you want to lead this off or anything, or Mr.
47 Harmon?
48 LEON HARMON: Mr. Chairman,
49 members of council, this is the transfer of a pump
50 station site up in the Powdersville area. It's behind

1 the Vantage Apartments, which are off of -- it's
2 located on Robbins Drive, which is right off of Hood
3 Road. We did not have a title to this pump station
4 site when we did the transaction with REWA in June of
5 2019. And we are now deeding this site to REWA. They
6 are currently maintaining and operating this pump
7 station.

8 TOMMY DUNN: Thank you, Mr.
9 Harmon. Anyone have any more questions or comments?
10 All in favor of the motion show of hands. All opposed
11 like sign. Show the motion carries unanimously.

12 We're going to be moving on now to item number 9,
13 which we have none.

14 We'll be moving to number 10, consideration of use
15 of non-certified personnel on Anderson County 911
16 Units by DHEC.

17 Anything from the Public Safety Committee? Mr.
18 Graham, do you want to lead the discussion on this?

19 RAY GRAHAM: Thank you, Mr.
20 Chairman. Council, this is an extension from basically
21 what we've done in the past as far as allowing EMT and
22 the basic driver on the emergency services trucks,
23 ambulances.

24 Basically, to make a long story short, DHEC has
25 requested to our Director Steve Kelly about extending
26 this through the end of the year. In talking with
27 other counties, this is basically across our state and
28 actually even goes further beyond that as far as the
29 shortages with EMTs. What I would encourage is that we
30 support this. But we've got to somehow create a
31 sustainable position on this where we're moving forward
32 with classes whether it's through technical schools,
33 which has always been very supportive on this matter,
34 or through some of the providers. We've got to
35 basically create more EMTs than what we're losing. And
36 that in a nutshell. The last class -- or really the
37 last three classes was put on -- I want to say there
38 was thirty-six total students and out of the three
39 classes, I think about twelve, fourteen of them is what
40 actually graduated and was able to go. Now there's
41 still some that's in a position of testing.

42 But again, we're going to have to step up to truly
43 improve this. We've going to have to create more of
44 some type of enticement to get people involved in these
45 programs, taking these classes.

46 If they go through Priority, they're actually
47 getting paid while they're taking the class. So I mean
48 there's some benefits there. And then naturally once
49 they get the EMT, they continue on and stay active with
50 that group to, you know, basically create a long term

1 career.
2 So I would encourage that we do support this. But
3 somehow we're going to have to make sure we're doing
4 our part by trying to ensure we've got some type of
5 sustainable program down the road.

6 TOMMY DUNN: Do we have a
7 motion to put this on the floor?

8 BRETT SANDERS: So moved.
9 CINDY WILSON: Second.
10 TOMMY DUNN: Motion Mr.
11 Sanders; second Ms. Wilson. Now discussion.

12 CINDY WILSON: Do we need a
13 resolution or what do we need?

14 TOMMY DUNN: Is that what
15 we're asking for, just to vote and endorse this?
16 That's all we're ---

17 RAY GRAHAM: It'll basically
18 be a continuation of what we already have.

19 TOMMY DUNN: That's right.
20 What's been going on now for several months.

21 RUSTY BURNS: Mr. Chairman,
22 if you don't mind, I'll add this. This has no effect
23 on our QRVs because we're fully staffed in our QRVs.
24 This affects the subcontractors only; not the QRV
25 program that the county has.

26 TOMMY DUNN: Thank you.
27 Anyone else?

28 JIMMY DAVIS: If I may, Mr.
29 Chair.

30 TOMMY DUNN: Mr. Davis.
31 JIMMY DAVIS: Mr. Graham, I
32 guess MedShore is working their hardest to try to get
33 people through schools and training to get as many
34 staff up to par so that the day when this does not
35 apply anymore, when DHEC or whoever says, hey, this
36 ain't going to fly anymore, that they'll be working
37 toward that -- I mean staffing is hard for everybody.
38 But, you know, and I understand that. I see it in my
39 business. But I can't imagine what you're going
40 through. But I just want to make sure that they are
41 working towards that goal of having everybody --
42 trained staff.

43 RAY GRAHAM: I think they
44 are. In fact -- I don't think Steve is here tonight --
45 but in fact, not only are they doing that, they're also
46 offering some incentives as far as, you know, taking
47 the class, getting a bonus once the class is completed.
48 But again, I think they're doing their part. I don't
49 think that's enough. I think we're going to have to
50 encourage and partner to somehow create some better

1 opportunities, make sure we're reaching the right
2 people to get involved in these programs.

3 But, yes, I mean they're offering some incentives,
4 some hiring bonuses, different things. But I mean
5 looking at the current three classes, it's not going to
6 create a sustainable program. We're going to have to
7 somehow create something different. And I think
8 working with Steve and his team, along with Priority, I
9 think we can do that. We've got to look down the road,
10 because six months is going to come and go, and if
11 we're not careful, we're going to be in the same shape.
12 I guess that's my concern.

13 JIMMY DAVIS: Thank you, Mr.
14 Graham.

15 TOMMY DUNN: All in favor of
16 the motion show of hands. All opposed like sign. Show
17 the motion carries unanimously.

18 We're going to move on now to item number 11,
19 report from the Finance Committee meeting held on June
20 20, 2022, Chairman Sanders. Chairman Sanders.

21 BRETT SANDERS: Thank you, sir.
22 On our June 20th Finance Committee meeting, we went
23 over Bid #22-054. And this was a sewer project up on
24 Exit 14. This project was approved by council prior.
25 This is primarily to approve the bid for the sewer for
26 the amount of 9.8 million. And it went to Don Moorhead
27 Construction. And it came unanimous from the Finance
28 Committee. And this is being funded -- and I'm glad to
29 see that the county is taking the initiative -- this is
30 ARPA funds, government money, that was given to the
31 county and we're investing this money. So this is
32 money that was given to us that we'll be able to see a
33 positive return and cash flow and businesses being
34 developed for years to come. And I'm glad that County
35 Council supports this.

36 So I put that in the form of a motion. And if you
37 want, I'll just go down each one of them after we vote
38 because we've got four or five.

39 TOMMY DUNN: We'll vote on
40 this first. All in favor of the motion show of hands.
41 All opposed like sign. Show the motion carries
42 unanimously.

43 Moving on, Mr. Chairman.

44 BRETT SANDERS: Thank you, sir.
45 Bid #22-055, again, was an investment. It was voted on
46 previously by council. And it's using ARPA funds to
47 fund a pump station at the Clemson Research Center that
48 actually takes care of the -- what's called the
49 Boscobel project. And the one that's there has been
50 there since the late eighties. And it was a 2.7

1 million dollar bid sent out. And the winner was
2 Greenstone Construction, LLC. And that comes before
3 council as unanimous from the Finance Committee.

4 TOMMY DUNN: We have a
5 motion, coming from the committee, it doesn't need a
6 second. Any discussion? And that's for sewer. All in
7 favor of the motion show of hands. All opposed like
8 sign. Show the motion carries unanimously.

9 Moving on.

10 BRETT SANDERS: All right, sir.
11 The third one was 22-063, was a chiller for the ASEC,
12 which is the Anderson Sports & Entertainment Complex,
13 which is our Civic Center. And the one that we have
14 there now is thirty-one years old. I know when we had
15 council meetings out there, we all know it's failing.
16 It's either all the way on or completely off. There's
17 no in between. It'll be able to consolidate two units
18 into one. And I know everyone here and council knows
19 that our Civic Center is a FEMA state emergency center.
20 So this is another way that we're investing money for a
21 positive return for hopefully thirty-one more years to
22 come. It was in the amount of \$617,787.00.

23 And that comes before council as a unanimous
24 project from the Finance Committee.

25 TOMMY DUNN: It doesn't need
26 a second. Any discussion? All in favor of the motion
27 show of hands. All opposed like sign. Show the motion
28 carries unanimously.

29 Moving on.

30 BRETT SANDERS: All right. The
31 third was just a change order for a sign for 1428,
32 which is the old TTI Ryobi building where county
33 offices are. It was scheduled to be completed by 8/22.
34 And it was for \$42,660.00. And it was Jayco
35 Construction. It comes before council as a unanimous
36 support from the Finance Committee. And I put that in
37 the form of a motion, as well, sir.

38 TOMMY DUNN: Again, coming
39 from the Finance Committee, it doesn't need a second.
40 Any discussion? All in favor of the motion show of
41 hands. All opposed like sign. Show the motion carries
42 unanimously.

43 Moving on to item number (e).

44 BRETT SANDERS: Item number (e)
45 was a change order for Kid Venture Playground out at
46 the Civic Center. And it was for paving, sidewalks and
47 some other things out there. It was in the amount of
48 \$91,390.00, a PARD grant for \$50,000.00 went towards
49 that ninety-one. And the remainder is coming from
50 Capital Projects. And it comes before council as a

1 unanimous vote from the Finance Committee. And I put
2 that in the form of a motion.

3 TOMMY DUNN: Again, coming
4 from the Finance Committee, it doesn't need a second.
5 Any discussion?

6 CINDY WILSON: May I quickly
7 point out.

8 TOMMY DUNN: Ms. Wilson.

9 CINDY WILSON: Kid Venture is
10 such an important part of our Civic Center, drawing a
11 lot of children from all around to go play. It's going
12 to be a state-of-the-art playground, including a splash
13 pad. But that's going to really make it so much more
14 desirable and laid out in a much safer way, too. It's
15 very important to our community.

16 TOMMY DUNN: Thank you, Ms.
17 Wilson. It is asphalt and stuff to benefit the whole
18 Civic Center, too, which is used county-wide. Anyone
19 else? All in favor of the motion show of hands. All
20 opposed like sign. Show the motion carries
21 unanimously.

22 Moving on to item number (f).

23 BRETT SANDERS: All right, item
24 number (f) was a Memorandum of Understanding for Lollis
25 Metals. And what that was, was to relocate a fire
26 hydrant that's approximately twenty-four hundred feet.
27 Relocation that needs to take place. We're aware that
28 Lollis just did a 2.8 million dollar expansion and
29 created ten more jobs at twenty-four dollars an hour.
30 And based on that fee-in-lieu agreement, had a thirty-
31 one million dollar impact on the citizens of Anderson
32 County. This project totaled \$215,232.50. Lollis
33 Metals will pay \$161,424.23. Anderson County will pay
34 the remainder, along with Starr-Iva, which has donated
35 some engineering and some other site work there, as
36 well. And it comes before the council as unanimous
37 from the Finance Committee. Put that in the form of a
38 motion, sir.

39 TOMMY DUNN: Again, coming
40 from the committee, it doesn't need a second. Any
41 discussion? All in favor of the motion show of hands.
42 All opposed like sign. Show the motion carries
43 unanimously.

44 Moving on to item number (g), Mr. Chairman.

45 BRETT SANDERS: Item (g) was
46 just some transfers. Most of them were day-to-day
47 operations. The largest transfer was two hundred
48 thousand from the technology services for new radios.
49 And that was under Mark Williamson's department. And
50 he used some remainder money out of his budget to

1 purchase new radios for the county. That was
2 \$200,000.00. And that comes from the Finance Committee
3 as unanimous to council. And I put that in the form of
4 a motion.

5 TOMMY DUNN: Have a motion.
6 Again, coming from the Finance Committee, it doesn't
7 need a second. Any discussion?

8 I just want to add, these radios, this money was
9 still in the budget. It was money he had saved to put
10 toward these radios. Instead of waiting to the end of
11 the year, this is greatly needed now and doing it.
12 Most of these radios will be going to the Sheriff's
13 Office and helping them in replacement. Anyone else?
14 All in favor of the motion show of hands. All opposed
15 like sign. Show the motion carries unanimously.

16 Anything else, Mr. Chairman?

17 BRETT SANDERS: There was one
18 from Solid Waste. It was for some repairs on the
19 undercarriage of a John Deere dozer. It was a
20 \$110,000.00. I think the dozer itself had seven
21 thousand hours on it and they're expecting to get
22 another three thousand hours basically off of it after
23 this. And the one they were having to rent, when you
24 do the math, it's cheaper to repair that one than it is
25 to rent. That comes unanimous from the Finance
26 Committee before council, and I put that in the form of
27 a motion, sir.

28 TOMMY DUNN: Again, doesn't
29 need a second coming from committee. Any discussion?
30 Putting an undercarriage on a bulldozer is like putting
31 tires on a car. It's just wear and tear and the price
32 of doing business; you have to do that. Anything else?
33 All in favor of the motion show of hands. All opposed
34 like sign. Show the motion carries unanimously.
35 Anything else?

36 BRETT SANDERS: Yes, sir. The
37 final thing was the discussion of the 2023 budget.
38 We've already discussed that.

39 And we also had -- we voted to allow our
40 Administrator to negotiate to purchase a piece of
41 property out of Green Pond that connects to property
42 that we already have. It was a thirteen thousand
43 dollar piece, but the problem we're having is with the
44 trucks coming in with equipment, getting back there,
45 they're having to go through someone else's property
46 and messing that property up. And we're going to vote
47 to allow our Administrator to negotiate with them to
48 see if we can get it purchased. I think it was a .2
49 acre tract. And that comes from the Finance Committee
50 as unanimous, and I bring it before council in the form

1 of a motion, sir.
2 TOMMY DUNN: I have a motion
3 from the Finance Committee to allow the Administrator
4 to negotiate and come back on this piece of property.
5 He has to come back before council before making a
6 decision ---
7 BRETT SANDERS: Correct, sir.
8 TOMMY DUNN: --- to make a
9 vote on this. Just giving him the right to do this.
10 By coming from the Finance Committee, again, it doesn't
11 need a second. Any discussion on this? Seeing none,
12 all in favor of the motion show of hands. All opposed
13 like sign. Show the motion carries unanimously.
14 Anything else?
15 BRETT SANDERS: That's it, sir.
16 I'd like to thank my Finance Committee members, Ms.
17 Wilson and Mr. Wright, I appreciate your help. And
18 we'll sit down and schedule a third meeting or a
19 meeting prior to third reading on the budget. Thank
20 you.
21 TOMMY DUNN: Appreciate
22 y'all. And thank y'all for all y'all's hard work.
23 We're going to move on now. Do I have a motion to go
24 into executive session to discussion negotiations for
25 proposed purchase of real property and receive legal
26 advice subject to attorney/client privilege regarding
27 an appeal of the Planning Commission decision.
28 CINDY WILSON: So moved.
29 TOMMY DUNN: Motion Ms.
30 Wilson. Do we have a second?
31 JOHN WRIGHT: Second.
32 TOMMY DUNN: Second Mr. John
33 Wright. All in favor of the motion show of hands. All
34 opposed like sign. Show the motion carries
35 unanimously. We'll go back here behind us.
36 **EXECUTIVE SESSION**
37 TOMMY DUNN: Do we have a
38 motion?
39 CINDY WILSON: Mr. Chairman,
40 may I make the motion that we come out of executive
41 session, having received legal advice subject to the
42 attorney/client privilege regarding an appeal of a
43 Planning Commission decision. And no action taken.
44 TOMMY DUNN: No action was
45 taken. And there's no action warranted. All in favor
46 of Ms. Wilson's motion, show of hands. All opposed
47 like sign. Show the motion carries unanimously. It
48 was all for information.
49 We're going to move on now. Appointments. Item
50 number 13, 13(a), appointments. You got one, Mr. Jimmy

1 Davis?
2 GLENN DAVIS: I have one,
3 sir.
4 TOMMY DUNN: Anybody got
5 anything down there? Mr. Glenn Davis.
6 GLENN DAVIS: Yes, sir.
7 Thank you, Mr. Chairman. I have Mr. Xavier Smith that
8 I would like to appointment to the Human Relations
9 Council. I'd like to put that in the form of a motion,
10 please.
11 BRETT SANDERS: Second.
12 TOMMY DUNN: I have a motion
13 and second. Any discussion? All in favor of the
14 motion show of hands. All opposed like sign. Show the
15 motion carries unanimously.
16 Mr. Graham, do you have anything? Mr. Wright? Ms.
17 Wilson?
18 At this time I'd like to appoint a committee to
19 work -- this was brought to my attention -- a committee
20 to study some radio recommendations to make a -- work
21 with -- make a recommendation to the Public Safety
22 Committee. On that committee will be Mark Williamson,
23 Adam Westmoreland, Tommy Keaton, who is Fire
24 Commission, Charlie King, the City Fire Chief, and
25 Steve Kelly who is EMS. They're looking to study and
26 to come back on a thing about the radios, what we need
27 for our radio system we have right now. We're going to
28 have to buy some stuff in the future. No time
29 immediately, but get a plan together. The radio system
30 we have right now, we've been in since I got on
31 council, which is about fourteen, fifteen years ago.
32 It's time to be looking at that. They can come back
33 and make a recommendation with the Public Safety
34 Committee and then come back to full council.
35 We're going to move on, requests by council
36 members. Mr. Jimmy Davis.
37 JIMMY DAVIS: Thank you, Mr.
38 Chair. If I may, I'll make these in the form of one
39 motion.
40 TOMMY DUNN: Yes, sir.
41 JIMMY DAVIS: From the
42 District 6 recreation account, I'd like to appropriate
43 twenty-five hundred dollars to the Special Olympics to
44 help pay for the Saluda River Rally, and to
45 Powdersville Play, five thousand dollars. I make that
46 in the form of a motion.
47 TOMMY DUNN: We have a
48 motion. Do we have a second?
49 CINDY WILSON: Second.
50 TOMMY DUNN: Second Ms.

1 Wilson. Any discussion? All in favor of the motion
2 show of hands. All opposed like sign. Show the motion
3 carries unanimously.
4 Mr. Sanders?
5 BRETT SANDERS: Thank you, Mr.
6 Chairman. Out of my special rec account, I'd like to
7 appropriate one thousand dollars to Area 14 South
8 Carolina Special Olympics. Put that in the form of a
9 motion, sir.
10 CINDY WILSON: Second.
11 TOMMY DUNN: Any discussion?
12 Second Ms. Wilson. Any discussion? All in favor of
13 the motion show of hands. All opposed like sign. Show
14 the motion carries unanimously.
15 Anything else?
16 BRETT SANDERS: No, that's it,
17 sir.
18 TOMMY DUNN: Mr. Glenn
19 Davis.
20 GLENN DAVIS: Thank you, Mr.
21 Chairman. I'd like to appropriate out of my special
22 account to the Area 14 Anderson County Special
23 Olympics, a thousand dollars. And also Friends of
24 Broadway Lake, two thousand dollars. Put that in the
25 form of a motion.
26 TOMMY DUNN: Have a motion.
27 Have a second?
28 BRETT SANDERS: Second.
29 CINDY WILSON: Second.
30 TOMMY DUNN: Second Mr.
31 Sanders. Any discussion? All in favor of the motion
32 show of hands. All opposed like sign. Show the motion
33 carries unanimously.
34 Anything else, Mr. Davis?
35 GLENN DAVIS: That's all,
36 sir.
37 TOMMY DUNN: Mr. -- the
38 Homeland Park thing, you going to do that?
39 GLENN DAVIS: I'd like to
40 have a do-over, sir.
41 TOMMY DUNN: Yes, sir.
42 GLENN DAVIS: I'd like to
43 appropriate five hundred one dollars and forty-eight
44 cents to the Homeland Park Fire Department open house.
45 Put that in the form of a motion.
46 TOMMY DUNN: Have a motion
47 Mr. Davis.
48 CINDY WILSON: Second.
49 TOMMY DUNN: Second Ms.
50 Wilson. Any discussion? All in favor of the motion

1 show of hands. All opposed like sign. Show the motion
2 carries unanimously.
3 Mr. Graham.
4 RAY GRAHAM: Thank you, Mr.
5 Chairman. I've got two I'm going to do together. I'd
6 like to do four hundred dollars to Area 14 Anderson
7 County Special Olympics; thirty-five hundred dollars
8 toward Leverette-Thomas Post 44. I bring that in the
9 form of a motion.
10 BRETT SANDERS: Second.
11 TOMMY DUNN: Motion Mr.
12 Graham; second Mr. Sanders. Any discussion? All in
13 favor of the motion show of hands. All opposed like
14 sign. Show the motion carries unanimously.
15 Anything else, Mr. Graham?
16 RAY GRAHAM: No, sir.
17 TOMMY DUNN: Mr. Wright?
18 JOHN WRIGHT: Thank you, Mr.
19 Chairman. I'd like to appropriate five hundred dollars
20 from District 1's special rec account to Leverette-
21 Thomas American Legion Post Number 44. Bring that in
22 the form of a motion.
23 TOMMY DUNN: Have a motion
24 Mr. Wright; have a second Ms. Wilson. Any discussion?
25 All in favor of the motion show of hands. All opposed
26 like sign. Show the motion carries unanimously.
27 Ms. Wilson?
28 CINDY WILSON: District 7 is
29 broke.
30 TOMMY DUNN: Okay. District
31 5 would like to appropriate five hundred one dollars
32 and forty-nine cents to the Homeland Park Fire
33 Department for their open house they had the other
34 week. All the paperwork is in. Put that in the form
35 of a motion.
36 CINDY WILSON: Second.
37 TOMMY DUNN: Second Ms.
38 Wilson. Any discussion? All in favor of the motion
39 show of hands. All opposed like sign. Show the motion
40 carries unanimously.
41 Moving on now to Administrator's report.
42 RUSTY BURNS: Nothing at this
43 time, Mr. Chairman.
44 TOMMY DUNN: Thank you, Mr.
45 Burns.
46 Moving on to citizens' comments. Anyone signed up,
47 Mr. Harmon?
48 LEON HARMON: No, sir, no one
49 is signed up.
50 TOMMY DUNN: Moving on now

1 to remarks from council members. Ms. Wilson.

2 CINDY WILSON: Thank you, Mr.
3 Chairman. What a hot summer so far. It was wonderful
4 to see all the activity on the Saluda River the first
5 weekend in June. I got to watch some of the boats
6 coming out at Timmerman Park in Pelzer, and they were
7 happy, smiling faces.

8 And I understand animal shelters around the state
9 are slammed. And I know we had occasion to call a vet
10 earlier today and even our large animal vets are
11 slammed right now. But at least our animal shelter has
12 its own vet, so that has helped. And the fact that we
13 have the funding for the low income neutering program,
14 that's also helping.

15 And a comment on our budget. I went through and
16 looked at it. And I usually go through and strike a
17 few things that I think we can either eliminate or draw
18 in or add to. But this time we're dealing with a most
19 horrific challenge. It's going to be a rugged year. I
20 think we're going to be okay this year, but if we have
21 the great recession that's being predicted, it may be
22 tough for the next budget year. But as always we have
23 good people in our county and great public servants.
24 Thank you.

25 TOMMY DUNN: Thank you. Mr.
26 Wright?

27 JOHN WRIGHT: Thank you, Mr.
28 Chairman. Just want to thank Chairman Sanders on the
29 Finance Committee for his work in leading that, and Ms.
30 Wilson and her efforts. I've frankly learned a lot.
31 And obviously county staff for their work on getting
32 this budget to where it is.

33 And also just a comment on one of the items. Exit
34 14, I think that sewer project is going to be really
35 big for Anderson County. If you look at it, we've got
36 thirty-six miles of interstate frontage. That's twice
37 as much as Greenville County. But for such a long time
38 it was useless because of lack of infrastructure. So
39 I'm just excited and appreciate this council's effort
40 and intentionality to utilize funds from the American
41 Rescue Plan Act and other sources to make that a
42 possibility. And I'd like to see us continue that
43 south all the way down to Exit 11 and beyond. So just
44 provides a lot of economic development opportunities
45 for Anderson County that I think will continue to help
46 us grow and prosper. That's it. Thank you.

47 TOMMY DUNN: Thank you. Mr.
48 Graham?

49 RAY GRAHAM: Thank you, Mr.
50 Chairman. Just want to recognize Greg Elgin and

1 congratulate him on being elected to represent District
2 3 in the coming year. Just ask full council to reach
3 out to him and give him full support. I know there
4 will be a lot of growing pains, but definitely look
5 forward to having him represent me as my councilman
6 come January. And just wanted to congratulate him on
7 that. Look forward to working with you during this
8 transition. And truly wish you the best. Thank you.

9 TOMMY DUNN: Thank you, Mr.
10 Graham. Mr. Glenn Davis.

11 GLENN DAVIS: Thank you, Mr.
12 Chairman. I'd just like to piggyback on what other
13 council members have said about Chairman Sanders and
14 the Finance Committee. Great job. Doing great things
15 in Anderson County. Thank you, Mr. Chairman.

16 TOMMY DUNN: Thank you. Mr.
17 Sanders.

18 BRETT SANDERS: Man, I
19 appreciate all the compliments, but it's -- we can't do
20 any of this without Rita Davis and the Finance
21 Department, our department heads. I see Matt Hogan out
22 here from Roads and Bridges. We're all going to
23 suffer, I think, a little harder times in the 2024.
24 Want to go ahead and request that you take me off the
25 Finance Committee for that next one.

26 Thank you, sir. That's it.

27 TOMMY DUNN: Thank you. Mr.
28 Jimmy Davis.

29 JIMMY DAVIS: Like to welcome
30 A.J. to the council meeting tonight. Glad to see you
31 out there.

32 I want to thank my fellow council members for
33 helping me support the Saluda River Rally. We had a
34 great day starting at Dolly Cooper Park bright and
35 early. We had people in the water before eight
36 o'clock. So the county staff did an absolutely
37 fantastic job of getting ready for this event. Over
38 three hundred boats floated. We had just a great day
39 on the water. Great weather. Right before it got too
40 hot. And look forward to next year making it even
41 better.

42 Just want to give you a quick update. Fleet
43 Services building, we had a little bit of hiccup there
44 for a few days on some floor issues. But we are
45 rounding -- we're coming home on this. And it's soon
46 to be operational probably in the next, you know,
47 probably thirty to forty-five days there'll be more
48 operations going on out there. But they're finishing
49 up the last pieces of the new Fleet Services building.
50 I'm looking forward to everybody visiting out there and

1 seeing what we've got built out there. And we're real
2 proud of it. I want to thank all the staff from David
3 Hendricks and Joseph Stone and Mr. Hopkins and others
4 that have worked tirelessly to make this happen for our
5 staff out there.

6 Also an update on the satellite fueling station
7 that will be at Dolly Cooper Park right behind the
8 Clyde Spearman Recycling Center. That will be
9 hopefully operational -- my goal was by July 4th, but
10 it may be a little bit after that. But that will
11 provide county vehicles a place to fuel in the northern
12 part of the county without having to return all the way
13 back down this way to get fuel or gasoline. And this
14 will be really important for the Sheriff's Department
15 so they can stay on the beat longer and provide
16 protection for the citizens.

17 That's all I have. Thank you.

18 TOMMY DUNN: Want to
19 appreciate everybody. I'm going to save the accolades
20 for Mr. Sanders and all until we have third reading of
21 the budget and everything. I've been there a few
22 times. But I do appreciate everybody. Everybody stay
23 safe and stay cool. Meeting be adjourned.

24
25

(MEETING ADJOURNED AT 7:31 P.M.)

STATE OF SOUTH CAROLINA)

COUNTY OF ANDERSON)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING

JUNE 29, 2022

PRESENT:

TOMMY DUNN, CHAIRMAN
JOHN WRIGHT
GLENN DAVIS
RAY GRAHAM
BRETT SANDERS
CINDY WILSON

ALSO PRESENT:

RUSTY BURNS
LEON HARMON
JORDAN THAYER
RENEE WATT

1 TOMMY DUNN: ... meeting of
2 Anderson County Special Called Meeting to order,
3 Wednesday, June 29th. I'd like to welcome each and every
4 one of you here tonight and thank y'all for coming and
5 participating in your local government.

10 RAY GRAHAM: Let us pray.

12 TOMMY DUNN: Item number 3,
13 approval of minutes. The minutes for the June 21st
14 meeting haven't been received yet, so we'll be going on.

19 LEON HARMON: Mr. Chairman,
20 first speaker is David Walker.

24 DAVID WALKER: I'm David
25 Walker. I live at 585 Long Road, Williamston, Anderson
26 County, and I'm here to ask to pass something about no
27 through traffic trucks on Long Road.

35 But there's another place right there at the corner
36 where Mr. and Ms. Wilson live, there's a curve right there
37 that's a little bit blind. That's a bad place. And up on
38 Midway Road when you're going from Long Road to Midway
39 Road, I don't know how in the world a dump truck can get
40 turned right there, it's a steep slope kind of. Because
41 I, you know, have to get on it when I stop turning left
42 coming from Anderson on Midway, that's a dangerous place.

46 TOMMY DUNN: Yes, sir. Thank
47 you. Mr. Harmon.

50 TOMMY DUNN: Thank you, Mr.

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1 Harmon.

2 Moving on to item number 5(a), Resolutions and
3 Proclamations, be Resolution R2022-033, a Resolution to
4 honor and recognize Martha Vickery Thrasher for her
5 lifetime of service to the community upon the occasion of
6 her seventy-fifth birthday; and other matters related
7 thereto.

8 Whereas, Mrs. Martha Vickery Thrasher was born at
9 home on May 5, 1947, in Anderson to Mr. John and Mrs.
10 Pauline B. Vickery, the youngest of four children and the
11 only girl. Her family moved from the inner city to make
12 their home in the rural West Anderson community when she
13 was seven years old; and

14 Whereas, Mrs. Thrasher attended New Hope United
15 Methodist Church from an early age because of Mrs. Reecie
16 Hatcher who came by every Sunday to pick Martha and her
17 siblings up for church, and accepted Jesus Christ as her
18 personal Lord and Savior during a revival and was baptized
19 into membership at New Hope; and

20 Whereas, Mrs. Vickery attended Starr School and later
21 graduated from Crescent High School in 1965, and at
22 fifteen years of age, she fell in love with Mr. John
23 Thrasher, Jr., married him two years later in 1964,
24 enjoyed fifty-two years and ten months of marriage before
25 his departure, and they were blessed with two beautiful
26 children, Sandra Denise, and Steven Glenn, four
27 grandchildren, and one great-grandchild; and

28 Whereas, Mrs. Vickery has long been a pillar of the
29 community, serving in many roles, including as bookkeeper
30 and administrative assistant to the Principal at Crescent
31 High School where she retired after thirty-three years.
32 And in her church has served as children and pre-teen
33 Sunday School teacher, church organist, chairperson for
34 the PPRC and evangelism committees, and member of the
35 Administrative Council, Committee on Lay Leadership and
36 Nominations, and the Worship Committee, also serving as
37 the moderator for two memorial groups: CHS, Gone but Not
38 Forgotten, and the BASF Memorial.

39 Therefore, be it resolved that, in a meeting duly
40 assembled this 29th day of June, 2022, the Anderson County
41 Council hereby wishes Mrs. Thrasher a happy 75th birthday
42 and thanks her for her lifetime of service to our
43 community.

44 Put that in the form of a motion.

45 RAY GRAHAM:

Second.

46 TOMMY DUNN:

Second by Mr.

47 Graham. Any discussion? All in favor of the motion show
48 of hands. All opposed like sign. Show the motion carries
49 unanimously.

50 For the record, let the record show Mr. Jimmy Davis

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1 is not in attendance tonight. He had already scheduled --
2 this is a special called meeting to get the budget passed
3 before our July 1st deadline. And Mr. Davis already had a
4 trip planned for out of the country. So he's there and
5 hope he has a good, safe trip and returns home safely.

6 We're going to move on now to item number 5(b),
7 Proclamations. A Proclamation to recognize the
8 extraordinary life of service Mrs. Tucker has led in
9 Anderson County.

10 Whereas, Mrs. Jeanette Moss Stewart Tucker, a native
11 of Anderson and its eldest living resident, was born on
12 July 4, 1912 to the late Queen and Willie Moss, and is
13 celebrating her 110th birthday this year; and

14 Whereas, Mrs. Tucker has led a long, godly life of
15 eleven decades, during which she has touched the lives of
16 countless people in the community through her enduring,
17 shining example of a life lived with courage, wisdom,
18 knowledge, and generosity; and

19 Whereas, Mrs. Tucker is known as one of the "Mothers
20 of the Church" at Wilson Calvary Baptist Church, a
21 congregation she has served actively for many decades,
22 singing in the choir and playing an integral role in the
23 life of the church and the lives of its members, always,
24 in her words, "treating people like they are supposed to
25 be treated;"

26 Now, therefore, I, Tommy Dunn, on behalf of the
27 Anderson County Council, on which I serve as Chairman, do
28 desire to offer this proclamation to place into permanent
29 record the Council's recognition of the extraordinary life
30 of service Mrs. Jeanette Tucker has led in Anderson County
31 and to wish her a Happy 110th Birthday.

32 Proclaimed on this 4th day of July, 2022. Put that
33 in the form of a motion.

34 CINDY WILSON: Second.

35 TOMMY DUNN: Second Ms.

36 Wilson. Any discussion? All in favor of the motion show
37 of hands. All opposed like sign. Show the motion carries
38 unanimously.

39 We're going to move on to item number 6(a),
40 ordinance's third reading of the budget. This will be a
41 public hearing before we go into that. I'm going to ask
42 the Chairman of the Finance Committee, Mr. Brett Sanders,
43 if he has any comments he wants to make before we go into
44 public hearing?

45 BRETT SANDERS: Thank you, Mr.
46 Chairman. The budget is the exact same as we voted on in
47 second reading unanimously. There is one small change
48 that is required by the state. The CVB or Visitor's
49 Bureau has -- and the Tourism Expedition Committee has now
50 required that the ATAX revenue or accommodations tax be

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1 brought in under the county budget. And that is going to
2 be the only change. It only requires one reading. So as
3 we pass the budget this time, it'll automatically fall in
4 there. That's it, sir. Thank you.

5 TOMMY DUNN: Thank you. At
6 this time we'll go into a public hearing. Anyone wishing
7 to speak to this matter, please step forward and state
8 your name and address the chair. You've got three
9 minutes. Anyone at all? Seeing and hearing none, the
10 public hearing will be closed. Do we have a motion to put
11 this on the floor?

12 BRETT SANDERS: So moved.

13 TOMMY DUNN: Motion Mr.
14 Sanders and second by Ms. Wilson. Now we open the floor
15 up for discussion.

16 CINDY WILSON: May I have a
17 quick question, please?

18 TOMMY DUNN: Yes, ma'am.

19 CINDY WILSON: The Tourism
20 Expenditure notification we've gotten, this is the budget
21 for the Convention and Tourism Board; is that correct?

22 TOMMY DUNN: That's my
23 understanding.

24 CINDY WILSON: Okay. That's all
25 I needed. Thank you.

26 TOMMY DUNN: Anybody have
27 anything else? Hearing and seeing none, all in favor of
28 the motion show of hands. All opposed like sign. Show
29 the motion carries unanimously.

30 Just like to take this opportunity to thank my fellow
31 council members for all the hard work they put on this,
32 especially the folks on the Finance Committee, and under
33 the guidance of Chairman Brett Sanders. Appreciate the
34 job y'all have done.

35 BRETT SANDERS: We also need to
36 thank our Finance Department. Ms. Davis and her team have
37 done a lot of hard work in there and I really appreciate
38 everything you guys do. Thank you.

39 TOMMY DUNN: Appreciate it.
40 And make sure, Ms. Davis, y'all's team, every member on
41 it, know we appreciate what all they do.

42 RITA DAVIS: Yes, sir.

43 TOMMY DUNN: Thank y'all.

44 We're going to move on now to item number 6(b),
45 2022-020, an Ordinance imposing a prohibition on certain
46 motor vehicle traffic on Massey Road (C-02-0100), and
47 other matters related thereto. This will be District 4.
48 Do we have a motion to move this forward?

49 BRETT SANDERS: So moved.

50 CINDY WILSON: Second.

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1 2022-023, an Ordinance imposing a prohibition on certain
2 motor vehicle traffic on Long Road (C-06-0018); and other
3 matters related thereto. It's in District 7. Do we have
4 a motion to move this forward?

5 CINDY WILSON: So moved.

6 BRETT SANDERS: Second.

7 TOMMY DUNN: Motion Ms.

8 Wilson; second Mr. Sanders. Now open the floor up for
9 discussion?

10 CINDY WILSON: May I quickly ---

11 TOMMY DUNN: Ms. Wilson.

12 CINDY WILSON: --- point out,

13 it's a similar situation as Massey Road. And out in this
14 area we're having a great deal of growth, but these roads
15 were never built for the volumes, weights and speeds of
16 traffic. And when you've got multiple eighteen wheelers
17 coming down roads at high rates of speed, it's creating a
18 dangerous situation. So I'm requesting this to be
19 approved.

20 TOMMY DUNN: Anymore

21 discussion? We have a motion and second. No more

22 discussion. All in favor of the motion show of hands.

23 All opposed like sign. Show the motion carries

24 unanimously.

25 Moving on now to number 7(b), second reading,
26 2022-024, an Ordinance authorizing the transfer of a
27 wastewater pump station site which serves The Vantage
28 Apartments located at 95 Robbins Drive to Renewable Water
29 Resources; and other matters related thereto.

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

31 CINDY WILSON: So moved.

32 TOMMY DUNN: Motion Ms.

33 Wilson. Do we have a second?

34 GLENN DAVIS: Second.

35 TOMMY DUNN: Second Mr. Glenn

36 Davis. Open the floor up for discussion. Seeing and

37 hearing none, all in favor of the motion show of hands.

38 All opposed like sign. Show the motion carries

39 unanimously.

40 Moving on to item number 8(a), ordinance first
41 reading. An Ordinance authorizing the transfer of certain
42 real properties located within the town limits of Honda
43 Path, South Carolina which were part of the Neighborhood
44 Initiative Program to the Town of Honda Path; and other
45 matters related thereto.

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

47 CINDY WILSON: So moved.

48 TOMMY DUNN: Motion Ms.

49 Wilson; second by Mr. Ray Graham. Open the floor up for

50 discussion. Mr. Burns or Mr. Harmon, one of y'all want to

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1 give a briefing for anybody out there ---

2 RUSTY BURNS: Mr. Chairman, the
3 county received a grant about four years ago to demolish
4 houses, substandard houses, all across Anderson County.
5 These are properties that we cleaned up, took the
6 properties down, and we maintained ownership for three
7 years, along with the Pelzer Heritage Association, and
8 we've also cut the grass on those properties. Now we want
9 to transfer this one -- the lots in Honda Path and the
10 next thing, lots in Belton to the town. They'll be their
11 responsibility. It'll reduce our maintenance costs and
12 they want to put them back on the tax rolls.

13 TOMMY DUNN: Thank you.
14 Anymore discussion? All in favor of the motion show of
15 hands. All opposed like sign. Show the motion carries
16 unanimously.

17 We're going to move on now to item number 8(b),
18 2022-029, an Ordinance authorizing the transfer of certain
19 real properties located within the city limits of Belton,
20 South Carolina which were part of the Neighborhood
21 Initiative Program to the City of Belton; and other
22 matters related thereto.

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

24 BRETT SANDERS: So moved.

25 CINDY WILSON: Second.

26 TOMMY DUNN: Motion Mr.

27 Sanders; second Ms. Wilson. Open the floor up for
28 discussion. I assume this is the same thing, going to
29 Belton instead of Honda Path. We had this grant money and
30 cleaned this property up. Get it back on the things.
31 Anymore discussion, anyone on this? All in favor of the
32 motion show of hands. All opposed like sign. Show the
33 motion carries unanimously.

34 We're going to move on to item number 9, Resolutions,
35 which are there none.

36 Now we'll go to item number 10, change orders. The
37 change order for the Fleet Services building. Mr. Davis,
38 Mr. Jimmy Davis, who is Chairman of that committee is not
39 able to be here tonight. As I said earlier he's gone out
40 of the country. But he has signed off on these and went
41 over them and agreed with these. And I just want to ask
42 Mr. Burns, y'all got anything to add to this?

43 RUSTY BURNS: These are changes
44 on the Fleet Services building. Hopefully we'll be in
45 there within the month. We are hoping against hope that
46 that happens. And Chairman Davis approved these transfers
47 and that's where we are right now.

48 TOMMY DUNN: Do we have a
49 motion to put this on the floor?

50 CINDY WILSON: So moved.

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1 TOMMY DUNN: Motion Ms.
2 Wilson. Second?
3 BRETT SANDERS: Second.
4 TOMMY DUNN: Second Mr.
5 Sanders. Open the floor up for discussion? We also went
6 over these with David Hendricks who's heading this project
7 up for us and looking after us, explained in great detail
8 on this and see no problem with anything. Hopefully we
9 will be in this within thirty days, if not sooner. Anyone
10 have anything else? All in favor of the motion show of
11 hands. All opposed like sign. Show the motion carries
12 unanimously.
13 We're going to move on to item number 11,
14 Administrator's report.
15 RUSTY BURNS: Nothing at this
16 time.
17 TOMMY DUNN: Thank you. We're
18 going to move on to item number 12, citizens comments.
19 When Mr. Harmon calls your name, please address the chair.
20 You have three minutes. And go ahead, Mr. Harmon.
21 LEON HARMON: Mr. Chairman,
22 first speaker is Bobby Simmons.
23 BOBBY SIMMONS: Bobby Simmons, in
24 District 2. And as I speak I want to say I'm speaking to
25 Anderson County and not just District 2.
26 First, I want to thank you all for increasing the
27 light because I can see the agenda a little bit better.
28 So I thank you for that part of it. And also I want to
29 mention again about the seats. I realize that money is
30 tough right now. But if we can ask Rita to see could be
31 pass some extra money, or Mr. Burns, maybe we can get a
32 donation, so we can -- maybe you can find some donations
33 that we can get.
34 And also, the main thing I want to speak on is a
35 public pool. Right now we don't have a public pool in
36 Anderson County. I realize we have the Y. But if you
37 look in the paper or you're on TV, you'll hear of so many
38 kids drowning, not because they are in the wrong place,
39 but because they really don't know how to swim. So we
40 need a way to maybe get a public pools for Anderson County
41 or either we can get some kind of aid so that some people
42 that don't have membership can go to the Y and gain
43 experience of learning how to swim.
44 I thank you very much and I hope that maybe some of
45 these words (inaudible). Thank you.
46 TOMMY DUNN: Mr. Harmon.
47 LEON HARMON: Mr. Chairman, no
48 one else is signed up.
49 TOMMY DUNN: Thank you, Mr.
50 Harmon.

Anderson County Council - Special Presentation Meeting - June 29, 2022

1 Moving on now to remarks from council members. Mr.
2 Sanders.

3 BRETT SANDERS: Nothing at this
4 time, sir.

5 TOMMY DUNN: Thank you.
6 Councilman Davis, Mr. Glenn Davis.

7 GLENN DAVIS: Thank you, Mr.
8 Chairman. Out of my special rec account, I'd like to
9 appropriate three thousand ---

10 TOMMY DUNN: We're going to do
11 that next meeting. It's not on the agenda. I don't want
12 to get anybody in trouble.

13 GLENN DAVIS: Oh, okay.

14 TOMMY DUNN: It was supposed
15 to be tonight, but it's not on -- we better not do that.
16 Okay? Anything else? Mr. Davis, do you ---

17 GLENN DAVIS: I'm good.

18 TOMMY DUNN: Mr. Graham?

19 RAY GRAHAM: I just want to
20 commend Brett Sanders, Chairman of the Finance, along with
21 the rest of the Finance Committee on the budget. And also
22 Rita and her group definitely done a great job getting
23 that together this year. Thank you.

24 TOMMY DUNN: Thank you. Mr.
25 John Wright?

26 JOHN WRIGHT: Nothing at this
27 time.

28 TOMMY DUNN: Thank you. Ms.
29 Wilson?

30 CINDY WILSON: Thank you. Well,
31 Mr. Simmons, you'll be very pleased to know that there's
32 going to be a wonderful splash pad up at Kid Venture. And
33 I've been told adults are welcome to use it, too.

34 And also the other exciting news is Honda Path is the
35 only town in our county that has a municipal swimming pool
36 remaining. It is a wonderful pool. And I'm sure if y'all
37 wanted to load up and go down there, and I would imagine
38 they're teaching swimming lessons down there.

39 And it has to be said that our budget this year was a
40 pretty big challenge with the switch in software and all
41 kinds of inflationary factors and all the additional fuel
42 costs. So thank you to everybody who helped us come to an
43 understanding. And hopefully we won't have to do any
44 supplemental budgets through the year. But probably about
45 mid-year -- our fiscal year starts 1 July. Maybe by
46 January we could do a recap of how things are going so
47 we'll be able to adjust accordingly. Thank you.

48 TOMMY DUNN: Thank you, Ms.
49 Wilson.

50 Got a couple of things. It wasn't on the agenda, so

1 we're going to -- me and Mr. Davis and I'm sure some of
2 y'all have got some requests to go out of the special
3 appropriations account. We'll take care of that. I think
4 we'll wait till next council meeting and we'll take care
5 of that.

6 I also want to thank my fellow council members and
7 staff for what all they done on the budget to get this
8 brought in. I think it's a good budget. We had to work
9 with the staff and Finance Committee and fellow council
10 members for doing this.

11 This is not on the agenda, so we're not going to vote
12 on it. But we will -- if anybody has got a problem, talk
13 to the Administrator. Our next council meeting is
14 scheduled for July the 5th. We generally don't have that
15 meeting. We'll move it on. If anybody's got a problem
16 with that, speak up now and we'll what you call it.

17 CINDY WILSON: So the next
18 meeting will the third Tuesday in July?

19 TOMMY DUNN: Be the third
20 Tuesday in July unless something comes up and we need to
21 have another meeting, we will have it. It'll be a called
22 meeting and let people know. Okay?

23 Anybody got anything else?

24 Appreciate everybody coming out and making time in
25 their schedule for this special meeting to get this done,
26 making sure it was right. Hated to have to do this, but
27 making sure we get our numbers back from the state.

28 Thank y'all. Meeting be adjourned.

29

MEETING ADJOURNED AT 7:04 P.M.

ORDINANCE NO. 2022-023

AN ORDINANCE IMPOSING A PROHIBITION ON CERTAIN MOTOR VEHICLE TRAFFIC ON LONG ROAD (C-06-0018); AND OTHER MATTERS RELATED THERETO.

WHEREAS, the State of South Carolina (the "State") and certain of its political subdivisions have the authority, pursuant to Title 56, Chapter 5 of the South Carolina Code of Laws, 1976, as amended (the "State Code"), to regulate the use of State highways and roadways through the establishment of traffic regulations; and,

WHEREAS, Anderson County (the "County"), a body politic and corporate and political subdivision of the State of South Carolina, acting by and through its County Council (the "Council"), is responsible for the creation, management, upkeep, maintenance, and safety of all public roads in the County not designated as either State or Federal roadways or highways; and,

WHEREAS, the County, acting by and through its Council, is authorized by Section 56-5-4210 of the State Code to regulate or prohibit, in whole or in part, the operation of any specified class of size of motor vehicle on County maintained roads, whenever such regulation is necessary to provide for the public safety; and,

WHEREAS, truck traffic has increased on Long Road, which is a local road not intended for heavy vehicle use of a constant nature, to the degree that truck traffic is endangering residents living in the area as well as the motorists who utilize the road located therein; and,

WHEREAS, the subject road is more particularly described as: Long Road (C-06-0018), as set forth in **Exhibit A** attached hereto and made a part hereof (the "Road"); and,

WHEREAS, the County has performed traffic count studies on the Road to represent daily traffic and those results are set forth in **Exhibit B** attached hereto and made a part hereof: and,

WHEREAS, County Council desires to restrict trucks and other large vehicles from using the Road by posting notice and enforcing prohibition against "through trucks in excess of six (6) wheels" on the Road.

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

1. Anderson County hereby imposes, and shall post notice of, a prohibition against "through trucks in excess of six (6) wheels," pursuant to Section 56-5-4210 of the State Code, on the Road.
2. Once the new prohibition has been imposed and posted, any single-unit or multi-unit truck or other motor vehicles, as defined in Section 56-3-20 of the State Code, in excess of six (6) wheels, shall be prohibited from traveling upon the Road except as set forth below in Paragraph 3 below.

3. This Ordinance shall not apply to federal, state, county, municipal and other public service maintenance and emergency vehicles and school buses, nor delivery or commercial vehicles serving local addresses.
4. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance, all of which is hereby deemed separable.
5. All ordinances, orders, resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.
6. This Ordinance shall become effective and be in full force and effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting duly assembled, this 2nd day of August, 2022.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee D. Watts
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

First Reading: June 21, 2022
Second Reading: June 29, 2022
Public Hearing: August 2, 2022
Third Reading: August 2, 2022

Exhibit A

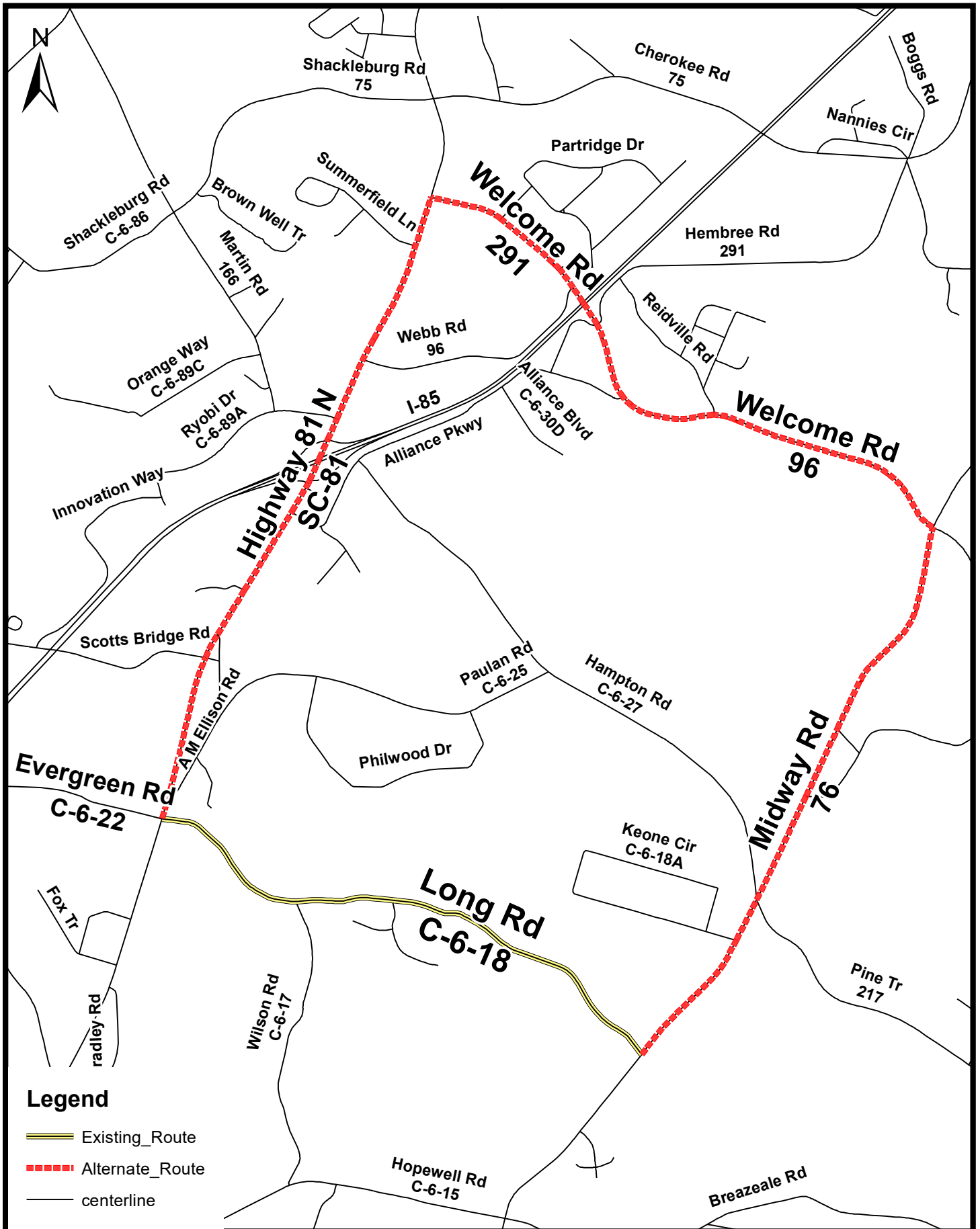


Exhibit B

ADT Study Long Road C-06-0018_1

Site Code: 00170001
Station ID:

Latitude: 0' 0.0000 South

Start Time	31-Jan-22		Tue		Wed		Thu		Fri		Sat		Sun		Week Average	
	Direction 1	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction
12:00 AM	*	*	*	*	*	*	1	12	1	0	0	0	1	1	1	3
01:00	*	*	*	*	*	*	1	96	0	0	0	0	1	1	0	24
02:00	*	*	*	*	*	*	0	48	20	1	0	0	0	0	5	12
03:00	*	*	*	*	*	*	0	3	162	0	0	1	0	0	40	1
04:00	*	*	*	*	*	*	1	22	19	2	0	2	0	3	5	7
05:00	*	*	*	*	*	*	2	34	33	7	1	2	0	0	9	11
06:00	*	*	*	*	*	*	5	43	3	14	3	2	2	1	3	15
07:00	*	*	*	*	*	*	7	47	6	27	2	9	1	9	4	23
08:00	*	*	*	*	*	*	6	66	11	6	14	9	6	7	9	22
09:00	*	*	*	*	*	*	5	28	23	8	9	16	9	9	12	15
10:00	*	*	*	*	*	*	10	6	122	8	15	12	8	13	39	10
11:00	*	*	*	*	12	9	9	11	12	8	15	15	14	14	12	11
12:00 PM	*	*	*	*	20	6	11	24	9	7	20	18	18	7	16	12
01:00	*	*	*	*	8	10	10	30	11	12	19	15	14	20	12	17
02:00	*	*	*	*	20	15	21	13	16	11	17	16	14	11	18	13
03:00	*	*	*	*	29	14	16	17	25	17	14	15	29	12	23	15
04:00	*	*	*	*	17	18	20	12	23	16	22	18	16	11	20	15
05:00	*	*	*	*	26	14	18	21	26	15	14	16	13	10	19	15
06:00	*	*	*	*	6	9	14	31	21	12	13	9	9	17	13	16
07:00	*	*	*	*	7	3	3	10	12	9	4	5	6	2	6	6
08:00	*	*	*	*	10	5	12	2	11	4	10	2	5	4	10	3
09:00	*	*	*	*	5	2	7	1	7	1	4	4	5	1	6	2
10:00	*	*	*	*	5	0	9	0	4	2	9	4	1	0	6	1
11:00	*	*	*	*	0	35	3	2	4	1	2	0	0	0	2	8
Lane	0	0	0	0	165	140	191	579	581	188	207	190	172	153	290	277
Day	0		0		305		770		769		397		325		567	
AM Peak	-	-	-	-	11:00	11:00	10:00	01:00	03:00	07:00	10:00	09:00	11:00	11:00	03:00	01:00
Vol.	-	-	-	-	12	9	10	96	162	27	15	16	14	14	40	24
PM Peak	-	-	-	-	15:00	23:00	14:00	18:00	17:00	15:00	16:00	12:00	15:00	13:00	15:00	13:00
Vol.	-	-	-	-	29	35	21	31	26	17	22	18	29	20	23	17

ADT Study Long Road C-06-0018_1

Site Code: 00170001

Station ID:

Latitude: 0' 0.0000 South

Start Time	07-Feb-22		Tue		Wed		Thu		Fri		Sat		Sun		Week Average	
	Direction 1	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction
12:00 AM	0	0	2	0	1	0	*	*	*	*	*	*	*	*	1	0
01:00	0	0	0	0	0	0	*	*	*	*	*	*	*	*	0	0
02:00	0	0	0	0	0	0	*	*	*	*	*	*	*	*	0	0
03:00	0	0	0	1	0	1	*	*	*	*	*	*	*	*	0	1
04:00	0	6	0	3	0	4	*	*	*	*	*	*	*	*	0	4
05:00	2	9	1	6	2	10	*	*	*	*	*	*	*	*	2	8
06:00	4	18	2	15	3	17	*	*	*	*	*	*	*	*	3	17
07:00	10	25	6	32	5	26	*	*	*	*	*	*	*	*	7	28
08:00	8	16	6	9	10	14	*	*	*	*	*	*	*	*	8	13
09:00	4	7	8	6	7	7	*	*	*	*	*	*	*	*	6	7
10:00	6	9	9	2	10	9	*	*	*	*	*	*	*	*	8	7
11:00	8	7	8	18	9	8	*	*	*	*	*	*	*	*	8	11
12:00 PM	12	9	11	7	15	16	*	*	*	*	*	*	*	*	13	11
01:00	5	11	14	15	4	4	*	*	*	*	*	*	*	*	8	10
02:00	16	11	13	12	*	*	*	*	*	*	*	*	*	*	14	12
03:00	26	12	26	9	*	*	*	*	*	*	*	*	*	*	26	10
04:00	37	13	31	15	*	*	*	*	*	*	*	*	*	*	34	14
05:00	25	18	19	14	*	*	*	*	*	*	*	*	*	*	22	16
06:00	12	11	13	11	*	*	*	*	*	*	*	*	*	*	12	11
07:00	10	2	15	7	*	*	*	*	*	*	*	*	*	*	12	4
08:00	4	2	16	2	*	*	*	*	*	*	*	*	*	*	10	2
09:00	5	0	7	2	*	*	*	*	*	*	*	*	*	*	6	1
10:00	4	1	1	0	*	*	*	*	*	*	*	*	*	*	2	0
11:00	0	0	0	1	*	*	*	*	*	*	*	*	*	*	0	0
Lane Day	198	187	208	187	66	116	0	0	0	0	0	0	0	0	202	187
	385		395		182		0		0		0		0		389	
AM Peak	07:00	07:00	10:00	07:00	08:00	07:00	-	-	-	-	-	-	-	-	08:00	07:00
Vol.	10	25	9	32	10	26	-	-	-	-	-	-	-	-	8	28
PM Peak	16:00	17:00	16:00	13:00	12:00	12:00	-	-	-	-	-	-	-	-	16:00	17:00
Vol.	37	18	31	15	15	16	-	-	-	-	-	-	-	-	34	16

Comb. Total	385	395	487	770	769	397	325	956
ADT	ADT 494	AADT 494						

Site Code: 00170001
Station ID:

Latitude: 0' 0.0000 South

Direction 1, Direction 2														
Start	0' 1"	6' 0"	10' 1"	15' 0"	20' 0"	25' 0"	30' 0"	40' 0"	50' 0"	60' 0"	70' 0"	80' 0"	83' 4"	Total
Time	5' 11"	10' 0"	14' 11"	19' 11"	24' 11"	29' 11"	39' 11"	49' 11"	59' 11"	69' 11"	79' 11"	83' 3"	833' 3"	
02/02/22	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	1	0	11	6	1	1	1	0	0	0	0	0	0	21
12 PM	0	0	15	7	1	1	1	1	0	0	0	0	0	26
13:00	0	0	12	4	0	0	2	0	0	0	0	0	0	18
14:00	2	0	19	6	3	3	2	0	0	0	0	0	0	35
15:00	2	0	27	8	3	1	2	0	0	0	0	0	0	43
16:00	0	0	19	9	3	1	2	1	0	0	0	0	0	35
17:00	1	0	19	8	8	2	2	0	0	0	0	0	0	40
18:00	0	0	9	5	0	0	1	0	0	0	0	0	0	15
19:00	0	0	6	1	1	1	1	0	0	0	0	0	0	10
20:00	0	0	10	4	0	1	0	0	0	0	0	0	0	15
21:00	0	0	6	1	0	0	0	0	0	0	0	0	0	7
22:00	0	0	2	2	1	0	0	0	0	0	0	0	0	5
23:00	11	0	9	3	2	0	1	0	2	0	1	0	6	35
Total	17	0	164	64	23	11	15	2	2	0	1	0	6	305

Long Road C-06-0018_1 Classification Study

Site Code: 00170001
Station ID:

Latitude: 0' 0.0000 South

Direction 1, Direction 2

Start	0' 1"	6' 0"	10' 1"	15' 0"	20' 0"	25' 0"	30' 0"	40' 0"	50' 0"	60' 0"	70' 0"	80' 0"	83' 4"	
Time	5' 11"	10' 0"	14' 11"	19' 11"	24' 11"	29' 11"	39' 11"	49' 11"	59' 11"	69' 11"	79' 11"	83' 3"	833' 3"	Total
02/03/22	2	0	1	2	0	0	2	3	0	0	0	0	3	13
01:00	10	0	20	10	6	1	7	4	4	9	0	2	24	97
02:00	1	0	8	3	4	1	2	7	1	4	3	0	14	48
03:00	1	0	1	0	0	0	0	1	0	0	0	0	0	3
04:00	4	0	7	3	1	0	0	0	1	1	1	0	5	23
05:00	4	0	12	2	1	2	1	2	2	2	3	0	5	36
06:00	3	0	21	4	2	1	3	1	5	0	2	0	6	48
07:00	5	0	21	8	1	2	5	1	2	1	1	0	7	54
08:00	10	0	26	4	2	2	8	5	4	2	2	0	7	72
09:00	3	0	13	2	1	1	3	3	1	3	0	0	3	33
10:00	0	0	6	0	0	4	1	5	0	0	0	0	0	16
11:00	0	0	11	3	2	1	1	1	1	0	0	0	0	20
12 PM	1	0	11	3	1	2	6	3	2	3	2	0	1	35
13:00	6	0	11	4	0	0	1	7	2	2	0	0	7	40
14:00	0	0	13	3	2	1	0	8	5	2	0	0	0	34
15:00	5	0	13	3	3	1	3	2	1	0	2	0	0	33
16:00	1	0	19	4	1	0	2	3	2	0	0	0	0	32
17:00	5	0	18	7	0	1	3	1	0	2	0	0	2	39
18:00	2	0	19	6	2	1	4	1	6	2	1	0	1	45
19:00	0	0	8	1	1	1	2	0	0	0	0	0	0	13
20:00	0	0	2	0	1	2	5	3	1	0	0	0	0	14
21:00	0	0	2	1	0	0	1	2	2	0	0	0	0	8
22:00	0	0	2	0	0	0	3	1	1	0	0	0	2	9
23:00	0	0	5	0	0	0	0	0	0	0	0	0	0	5
Total	63	0	270	73	31	24	63	64	43	33	17	2	87	770

Site Code: 00170001
Station ID:

Latitude: 0' 0.0000 South

Direction 1, Direction 2														
Start	0' 1"	6' 0"	10' 1"	15' 0"	20' 0"	25' 0"	30' 0"	40' 0"	50' 0"	60' 0"	70' 0"	80' 0"	83' 4"	Total
Time	5' 11"	10' 0"	14' 11"	19' 11"	24' 11"	29' 11"	39' 11"	49' 11"	59' 11"	69' 11"	79' 11"	83' 3"	833' 3"	
02/04/22	0	0	1	0	0	0	0	0	0	0	0	0	0	1
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	9	0	0	0	2	4	2	0	1	1	2	21
03:00	0	0	57	3	7	8	23	5	11	8	5	1	34	162
04:00	0	0	4	1	1	1	2	4	3	0	0	1	4	21
05:00	2	0	14	2	1	2	6	3	0	3	0	0	7	40
06:00	0	0	11	3	0	1	1	0	0	0	1	0	0	17
07:00	0	0	21	5	2	0	1	2	1	0	0	0	1	33
08:00	0	0	8	0	0	2	3	2	1	1	0	0	0	17
09:00	0	0	9	0	3	0	4	7	1	2	0	0	5	31
10:00	0	0	35	3	2	4	14	14	17	5	7	0	29	130
11:00	1	0	11	2	0	1	3	0	1	1	0	0	0	20
12 PM	0	0	6	2	1	0	4	3	0	0	0	0	0	16
13:00	1	0	11	5	0	1	2	2	1	0	0	0	0	23
14:00	0	0	13	3	4	1	2	2	2	0	0	0	0	27
15:00	1	0	24	6	4	2	1	3	1	0	0	0	0	42
16:00	1	0	22	4	3	3	4	2	0	0	0	0	0	39
17:00	0	0	23	7	4	2	4	1	0	0	0	0	0	41
18:00	0	0	16	7	4	0	6	0	0	0	0	0	0	33
19:00	0	0	14	5	1	1	0	0	0	0	0	0	0	21
20:00	0	0	9	2	2	1	1	0	0	0	0	0	0	15
21:00	0	0	3	2	0	3	0	0	0	0	0	0	0	8
22:00	0	0	2	2	1	1	0	0	0	0	0	0	0	6
23:00	0	0	3	1	0	1	0	0	0	0	0	0	0	5
Total	6	0	326	65	40	35	83	54	41	20	14	3	82	769

Long Road C-06-0018_1 Classification Study

Site Code: 00170001
Station ID:

Latitude: 0' 0.0000 South

Direction 1, Direction 2

Start	0' 1"	6' 0"	10' 1"	15' 0"	20' 0"	25' 0"	30' 0"	40' 0"	50' 0"	60' 0"	70' 0"	80' 0"	83' 4"	Total
Time	5' 11"	10' 0"	14' 11"	19' 11"	24' 11"	29' 11"	39' 11"	49' 11"	59' 11"	69' 11"	79' 11"	83' 3"	833' 3"	
02/05/22	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
04:00	0	0	1	0	1	0	0	0	0	0	0	0	0	2
05:00	0	0	3	0	0	0	0	0	0	0	0	0	0	3
06:00	0	0	5	0	0	0	0	0	0	0	0	0	0	5
07:00	0	0	8	3	0	0	0	0	0	0	0	0	0	11
08:00	0	0	12	5	2	2	2	0	0	0	0	0	0	23
09:00	0	0	16	4	1	2	2	0	0	0	0	0	0	25
10:00	1	0	12	6	3	2	2	0	0	1	0	0	0	27
11:00	1	0	18	5	3	3	0	0	0	0	0	0	0	30
12 PM	0	0	28	5	3	1	0	1	0	0	0	0	0	38
13:00	1	0	18	9	4	1	1	0	0	0	0	0	0	34
14:00	0	0	18	9	6	0	0	0	0	0	0	0	0	33
15:00	0	0	19	4	3	0	3	0	0	0	0	0	0	29
16:00	0	0	26	10	1	0	3	0	0	0	0	0	0	40
17:00	0	0	12	13	4	1	0	0	0	0	0	0	0	30
18:00	0	0	10	6	6	0	0	0	0	0	0	0	0	22
19:00	0	0	7	1	1	0	0	0	0	0	0	0	0	9
20:00	0	0	5	5	2	0	0	0	0	0	0	0	0	12
21:00	1	0	3	2	2	0	0	0	0	0	0	0	0	8
22:00	0	0	8	4	0	1	0	0	0	0	0	0	0	13
23:00	0	0	0	1	1	0	0	0	0	0	0	0	0	2
Total	4	0	229	93	43	13	13	1	0	1	0	0	0	397

Site Code: 00170001
Station ID:

Latitude: 0' 0.0000 South

Direction 1, Direction 2

Start	0' 1"	6' 0"	10' 1"	15' 0"	20' 0"	25' 0"	30' 0"	40' 0"	50' 0"	60' 0"	70' 0"	80' 0"	83' 4"	Total
Time	5' 11"	10' 0"	14' 11"	19' 11"	24' 11"	29' 11"	39' 11"	49' 11"	59' 11"	69' 11"	79' 11"	83' 3"	833' 3"	
02/06/22	0	0	0	2	0	0	0	0	0	0	0	0	0	2
01:00	1	0	1	0	0	0	0	0	0	0	0	0	0	2
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	2	0	1	0	0	0	0	0	0	0	0	3
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	2	1	0	0	0	0	0	0	0	0	0	3
07:00	0	0	6	2	1	0	0	1	0	0	0	0	0	10
08:00	0	0	10	2	1	0	0	0	0	0	0	0	0	13
09:00	1	0	12	1	3	0	1	0	0	0	0	0	0	18
10:00	0	0	11	5	3	2	0	0	0	0	0	0	0	21
11:00	1	0	14	11	1	1	0	0	0	0	0	0	0	28
12 PM	0	0	10	12	2	1	0	0	0	0	0	0	0	25
13:00	0	0	24	6	2	1	1	0	0	0	0	0	0	34
14:00	0	0	18	3	4	0	0	0	0	0	0	0	0	25
15:00	2	0	25	6	5	3	0	0	0	0	0	0	0	41
16:00	2	0	15	5	3	1	1	0	0	0	0	0	0	27
17:00	1	0	14	5	2	1	0	0	0	0	0	0	0	23
18:00	1	0	17	5	1	1	1	0	0	0	0	0	0	26
19:00	0	0	4	3	1	0	0	0	0	0	0	0	0	8
20:00	0	0	4	2	2	1	0	0	0	0	0	0	0	9
21:00	0	0	5	0	0	1	0	0	0	0	0	0	0	6
22:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	9	0	195	71	32	13	4	1	0	0	0	0	0	325

Long Road C-06-0018_1 Classification Study

Site Code: 00170001
Station ID:

Latitude: 0' 0.0000 South

Direction 1, Direction 2

Start	0' 1"	6' 0"	10' 1"	15' 0"	20' 0"	25' 0"	30' 0"	40' 0"	50' 0"	60' 0"	70' 0"	80' 0"	83' 4"	Total
Time	5' 11"	10' 0"	14' 11"	19' 11"	24' 11"	29' 11"	39' 11"	49' 11"	59' 11"	69' 11"	79' 11"	83' 3"	833' 3"	
02/07/22	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	4	0	0	1	1	0	0	0	0	0	0	6
05:00	0	0	7	2	1	1	0	0	0	0	0	0	0	11
06:00	0	0	12	4	0	1	1	2	2	0	0	0	0	22
07:00	0	0	18	7	4	0	1	3	1	1	0	0	0	35
08:00	0	0	13	5	1	2	1	1	0	0	1	0	0	24
09:00	0	0	7	0	0	1	2	1	0	0	0	0	0	11
10:00	0	0	8	3	1	1	0	1	0	0	0	0	1	15
11:00	0	0	8	4	2	0	1	0	0	0	0	0	0	15
12 PM	1	0	14	2	0	2	2	0	0	0	0	0	0	21
13:00	1	0	10	1	2	1	1	0	0	0	0	0	0	16
14:00	0	0	21	3	2	1	0	0	0	0	0	0	0	27
15:00	2	1	17	13	3	0	2	0	0	0	0	0	0	38
16:00	1	0	31	14	3	0	0	1	0	0	0	0	0	50
17:00	1	0	27	10	2	2	0	0	0	1	0	0	0	43
18:00	1	0	12	5	4	0	1	0	0	0	0	0	0	23
19:00	0	0	4	2	5	1	0	0	0	0	0	0	0	12
20:00	0	0	2	2	1	1	0	0	0	0	0	0	0	6
21:00	0	0	1	2	2	0	0	0	0	0	0	0	0	5
22:00	0	0	1	2	1	1	0	0	0	0	0	0	0	5
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	7	1	217	81	34	16	13	9	3	2	1	0	1	385

Long Road C-06-0018_1 Classification Study

Site Code: 00170001
Station ID:

Latitude: 0' 0.0000 South

Direction 1, Direction 2

Start	0' 1"	6' 0"	10' 1"	15' 0"	20' 0"	25' 0"	30' 0"	40' 0"	50' 0"	60' 0"	70' 0"	80' 0"	83' 4"	Total
Time	5' 11"	10' 0"	14' 11"	19' 11"	24' 11"	29' 11"	39' 11"	49' 11"	59' 11"	69' 11"	79' 11"	83' 3"	833' 3"	
02/08/22	0	0	0	1	0	1	0	0	0	0	0	0	0	2
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
04:00	0	0	1	1	1	0	0	0	0	0	0	0	0	3
05:00	0	0	7	0	0	0	0	0	0	0	0	0	0	7
06:00	0	0	10	4	1	0	1	1	0	0	0	0	0	17
07:00	0	0	31	4	3	0	0	0	0	0	0	0	0	38
08:00	0	0	8	5	1	0	1	0	0	0	0	0	0	15
09:00	0	0	9	3	1	0	1	0	0	0	0	0	0	14
10:00	0	0	5	3	1	2	0	0	0	0	0	0	0	11
11:00	0	0	18	4	3	1	0	0	0	0	0	0	0	26
12 PM	1	0	10	5	1	0	1	0	0	0	0	0	0	18
13:00	2	0	15	7	3	0	1	1	0	0	0	0	0	29
14:00	0	0	14	6	4	1	0	0	0	0	0	0	0	25
15:00	1	0	16	9	2	1	6	0	0	0	0	0	0	35
16:00	1	0	33	8	1	0	2	1	0	0	0	0	0	46
17:00	2	0	19	7	3	0	1	0	0	0	0	0	1	33
18:00	0	0	15	6	3	0	0	0	0	0	0	0	0	24
19:00	0	0	16	4	2	0	0	0	0	0	0	0	0	22
20:00	0	0	10	6	0	1	1	0	0	0	0	0	0	18
21:00	1	0	2	3	3	0	0	0	0	0	0	0	0	9
22:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
23:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Total	8	0	242	86	33	7	15	3	0	0	0	0	1	395

Long Road C-06-0018_1 Classification Study

Site Code: 00170001
Station ID:

Latitude: 0' 0.0000 South

Direction 1, Direction 2

Start	0' 1"	6' 0"	10' 1"	15' 0"	20' 0"	25' 0"	30' 0"	40' 0"	50' 0"	60' 0"	70' 0"	80' 0"	83' 4"	
Time	5' 11"	10' 0"	14' 11"	19' 11"	24' 11"	29' 11"	39' 11"	49' 11"	59' 11"	69' 11"	79' 11"	83' 3"	833' 3"	Total
02/09/22	0	0	1	0	0	0	0	0	0	0	0	0	0	1
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
04:00	0	0	3	0	1	0	0	0	0	0	0	0	0	4
05:00	0	0	8	3	1	0	0	0	0	0	0	0	0	12
06:00	0	0	13	3	2	0	2	0	0	0	0	0	0	20
07:00	1	0	20	7	2	0	0	0	1	0	0	0	0	31
08:00	0	0	11	6	1	3	2	1	0	0	0	0	0	24
09:00	0	0	8	4	0	1	1	0	0	0	0	0	0	14
10:00	0	0	15	2	1	0	0	1	0	0	0	0	0	19
11:00	1	0	11	0	2	0	3	0	0	0	0	0	0	17
12 PM	3	0	18	7	1	0	1	0	0	0	1	0	0	31
13:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
14:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
15:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
16:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
17:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
18:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
19:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
20:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
21:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
22:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
23:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Total	5	0	109	32	11	4	9	2	1	0	1	0	0	174
Grand Total	119	1	1752	565	247	123	215	136	90	56	34	5	177	3520



MEMORANDUM

ANDERSON COUNTY ROADS AND BRIDGES

Memorandum

To: Matt Hogan
From: Norman McGill
Date: 5/31/22
CC: Jill Diagostino
RE: Long Truck Restriction Request

As requested, a vehicle classification study was conducted to examine the impact of restricting trucks on Long Road. Long Road is in the Williamston area and connects SC 81 near Evergreen Road to Midway Road. It is functionally classified as a minor collector road. It has ten/eleven-foot-wide asphalt travel lanes and grassed shoulders. The current average daily traffic volume is 494 vehicles for Long Road.

The data collection was conducted between February 2, 2022, and February 9, 2022.

Counter was placed on Long Road 4,700 feet from the intersection of Highway 81. The count indicates that 14 percent of the traffic on Long Road are three axle trucks or larger.

Alternate route for the trucks would be Long Road at SC 81 go SC 81 north turn right on Welcome Road (S-04-0096) turn right on Midway Road (S-04-0076) back to Long Road. This alternate route would add approximately 7 miles to the trip.

Long Road has twenty-to-twenty-two-foot roadway width with curves and one bridge. It can handle limited truck travel, but recent classification study indicates an increase in truck travel on this route.

I would recommend that truck restrictions be placed on Long Road as we have recently had maintenance issues due to the increase in large trucks using this route.

Please advise if I can be of any further assistance on this matter.

Thanks,
Norman McGill

Tommy Dunn
Chairman, District 5

John B. Wright
Council District 1

Ray Graham
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org

ORDINANCE NO. 2022-024

AN ORDINANCE AUTHORIZING THE TRANSFER OF A WASTEWATER PUMP STATION SITE WHICH SERVES THE VANTAGE APARTMENTS LOCATED AT 95 ROBBINS DRIVE AND TO RENEWABLE WATER RESOURCES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Renewable Water Resources (“ReWa”) and Anderson County entered into that certain Agreement for the Transfer of Assets dated as of June 30, 2019, whereby certain wastewater assets owned by Anderson County were transferred to ReWa;

WHEREAS, at the time of transfer of wastewater assets, Anderson County had not yet obtained ownership of a wastewater pump station located at 95 Robbins Drive to and which services the Vantage Apartments; and

WHEREAS, Anderson County desires to transfer title to the pump station located at 95 Robbins Drive to ReWa.

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

1. Anderson County Council approves the transfer of the wastewater pump station site located at 95 Robbins Drive (TMS No. 236-00-02-081) to ReWa and further authorizes the County Administrator to execute any and all documents necessary to accomplish the transfer of this site to ReWa.

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

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

4. This Ordinance shall take effect and be in full force upon the third reading and enactment of by Anderson County Council.

ORDAINED in meeting duly assembled this 2nd day of August, 2022.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: June 21, 2022

Second Reading: June 29, 2022

Third Reading: August 2, 2022

Public Hearing: August 2, 2022

ORDINANCE NO. 2022-028

AN ORDINANCE AUTHORIZING THE TRANSFER OF CERTAIN REAL PROPERTIES LOCATED WITHIN THE TOWN LIMITS OF HONEA PATH, SOUTH CAROLINA WHICH WERE A PART OF THE NEIGHBORHOOD INITIATIVE PROGRAM TO THE TOWN OF HONEA PATH; AND OTHER MATTERS RELATED THERETO.

WHEREAS, beginning in 2015, Anderson County participated in the Neighborhood Initiative Program (“NIP”), a federally funded program managed in South Carolina by the South Carolina Housing and Development Authority;

WHEREAS, the NIP process required the involvement of a non-profit corporation and the County partnered with the Pelzer Heritage Commission to acquire properties which met the requirements of the NIP;

WHEREAS, the properties were acquired and titled in the Pelzer Heritage Commission with a lease back to the County for clean-up and maintenance of the properties;

WHEREAS, there are four (8) properties located within the Town of Honea Path at 10 Smith Street (TMS 275-06-10-010), 104 Sirrine Street (TMS 275-09-14-002), 1300 Chiquola Avenue (TMS 275-11-02-014), 19 Mississippi Street (TMS 275-09-06-010), 2 Green Street (TMS 275-10-04-001), 303 Maryland Avenue (TMS 275-09-11-007), 501 Chiquola Avenue (TMS 275-06-05-007), 8 Smith Street (TMS 275-06-10-011);

WHEREAS, the Town of Honea Path desires to acquire these properties for residential use; and

WHEREAS, Anderson County desires to cancel its lease of those properties and agrees and requests that the properties to be deeded by the Pelzer Heritage Commission to the Town of Honea Path.

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

1. Anderson County agrees to cancellation of its lease of properties located at 10 Smith Street (TMS 275-06-10-010), 104 Sirrine Street (TMS 275-09-14-002), 1300 Chiquola Avenue (TMS 275-11-02-014), 19 Mississippi Street (TMS 275-09-06-010), 2 Green Street (TMS 275-10-04-001), 303 Maryland Avenue (TMS 275-09-11-007), 501 Chiquola Avenue (TMS 275-06-05-007), 8 Smith Street (TMS 275-06-10-011) and further agrees and requests that these properties be deeded by the Pelzer Heritage Commission to the Town of Honea Path. The County Administrator is hereby authorized to execute any and all documents necessary to accomplish the transfer of these properties to the Town of Honea Path.

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

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

4. This Ordinance shall take effect and be in full force upon the third reading and enactment of by Anderson County Council.

ORDAINED in meeting duly assembled this 2nd day of August, 2022.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: June 29, 2022

Second Reading: July 19, 2022

Third Reading: August 2, 2022

Public Hearing: August 2, 2022

ORDINANCE NO. 2022-029

AN ORDINANCE AUTHORIZING THE TRANSFER OF CERTAIN REAL PROPERTIES LOCATED WITHIN THE CITY LIMITS OF BELTON, SOUTH CAROLINA WHICH WERE A PART OF THE NEIGHBORHOOD INITIATIVE PROGRAM TO THE CITY OF BELTON; AND OTHER MATTERS RELATED THERETO.

WHEREAS, beginning in 2015, Anderson County participated in the Neighborhood Initiative Program (“NIP”), a federally funded program managed in South Carolina by the South Carolina Housing and Development Authority;

WHEREAS, the NIP process required the involvement of a non-profit corporation and the County partnered with the Pelzer Heritage Commission to acquire properties which met the requirements of the NIP;

WHEREAS, the properties were acquired and titled in the Pelzer Heritage Commission with a lease back to the County for clean-up and maintenance of the properties;

WHEREAS, there are four (4) properties located within the City of Belton at 108 Oak Street (TMS 226-04-01-039), 111 Stevenson Drive (TMS 225-04-01-005), 115 Haynie Street (TMS 226-04-05-009), 147 Brookside Circle (TMS 226-04-01-024);

WHEREAS, the City of Belton desires to acquire these properties for residential use; and

WHEREAS, Anderson County desires to cancel its lease of those properties and agrees and requests that the properties to be deeded by the Pelzer Heritage Commission to the City of Belton.

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

1. Anderson County agrees to cancellation of its lease of properties located at 108 Oak Street (TMS 226-04-01-039), 111 Stevenson Drive (TMS 225-04-01-005), 115 Haynie Street (TMS 226-04-05-009), 147 Brookside Circle (TMS 226-04-01-024) and further agrees and requests that these properties be deeded by the Pelzer Heritage Commission to the City of Belton. The County Administrator is hereby authorized to execute any and all documents necessary to accomplish the transfer of these properties to the City of Belton.

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

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

4. This Ordinance shall take effect and be in full force upon the third reading and enactment of by Anderson County Council.

ORDAINED in meeting duly assembled this 2nd day of August, 2022.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: June 29, 2022

Second Reading: July 19, 2022

Third Reading: August 2, 2022

Public Hearing: August 2, 2022

ORDINANCE NO. 2022-015

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR ANDERSON COUNTY, SOUTH CAROLINA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

WHEREAS, the most recent recodification and republished Code for Anderson County, South Carolina occurred approximately twenty-two (22) years ago;

WHEREAS, significant and numerous amendments have been made to the Code by the Anderson County Council over the past twenty-two years; and

WHEREAS, the County Council desires to recodify and republish the Code of Ordinances for the benefit of all who utilize the Code.

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

1. The Code entitled "Code of Ordinances, Anderson County, South Carolina," published by Municode, and subsequently recodified and republished by Municode, and attached hereto, consisting of Chapters 1 through 48, each inclusive, is adopted as the official Code of Ordinances.

2. All ordinances of a general and permanent nature enacted on or before December 15, 2020, and not included in the Code or recognized and continued in force by reference therein, are repealed, subject to the general provision and rules of construction of Chapter 1 of the Code except that nothing in this ordinance or the Code is intended to repeal or otherwise affect the validity of ordinances or portions thereof unintentionally omitted in the Code. Any change to a previously enacted ordinance effected by the Code shall be an amendment of such ordinance by this ordinance.

This ordinance specifically incorporates by reference all of the terms, provisions and conditions of the Code, specifically including but not limited to Chapter 1 of the Code.

3. The repeal provided for in Section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished according to code Section 1-7. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the county may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

5. Additions or amendments to the Code when passed in such form as to indicate the intention of the county council to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

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

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

8. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.

9. Ordinances adopted after December 15, 2020, that amend or refer to ordinances that have been codified in the Code, shall be construed as if they amend or refer to like provisions of the Code.

10. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

Ordained in meeting duly assembled _____ this ____ day of _____, 2022.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: July 19, 2022

Second Reading: August 2, 2022

Third Reading: _____

Public Hearing: _____

Certificate of Adoption

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the county council, held on the _____ day of _____, 2022.

County Administrator

ORDINANCE NO. 2022-025

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT FIDDLER WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, ANDERSON COUNTY, SOUTH CAROLINA (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes (the “*FILOT*”) with respect to qualified projects; through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on _____, 2022 an inducement resolution (the “*Inducement Resolution*”) regarding [Project Fiddler], a _____ corporation (the “*Company*”) (which was known to the County at the time as “*Project Fiddler*”), with respect to the Company’s acquisition and installation of improvements, fixtures, machinery, equipment, furnishings and other tangible personal property to constitute a tooling facility in the County (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$5,618,000, but not less than \$2,500,000 in the County within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

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

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park (the “*Park*”) such that the Project will receive the benefits of the Multi-County Park Act; and

WHEREAS, pursuant to the Inducement Resolution, the County has agreed to, among other things, enter into a FILOT agreement with the Company (the “*Fee Agreement*”), whereby the County would provide therein for a payment of a FILOT by the Company with respect to the Project; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement that the County proposes to execute and deliver (subject to the terms of this ordinance); and

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

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

Section 1. Based on information supplied by the Company, it is hereby found, determined and declared by the County Council, as follows:

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

(b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

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

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

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

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chair of County Council and/or the County Administrator hereby are (and each hereby is) authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company, respectively, and cause copies of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the Chair of County Council or the County Administrator, upon advice of counsel, the execution thereof to constitute conclusive evidence of approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. Revenues generated for the Park from the Project through the FILOT payments to be retained by the County (“**Net Park Fees**”) under the agreement governing the Park shall be distributed within the County in accordance with this subsection:

15% of Net Park Fees shall be deposited to Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby;

35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of the County; and

Remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an old ad valorem property tax in any of the areas comprising the County portion of the Park in the same percentage as is equal to that taxing entity’s percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 4. The Chair of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, hereby are (and each individually hereby is) authorized, empowered and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

Section 5. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

[remainder of page intentionally left blank]

ENACTED in meeting duly assembled this _____ day of _____, 2022.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn
Chair of County Council

Attest:

Renee Watts
Clerk to County Council

Attest:

Rusty Burns
County Administrator

Approved as to form:

Leon C. Harmon
County Attorney

First Reading: July 19, 2022

Second Reading: _____, 2022

Third Reading: _____, 2022

Public Hearing: _____, 2022

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of _____, 2022, _____, 2022, and _____, 2022, 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.

Renee Watts
Clerk to County Council,
Anderson County, South Carolina

Dated: _____, 2022

FEE IN LIEU OF TAX AGREEMENT

by and between

ANDERSON COUNTY, SOUTH CAROLINA

and

PROJECT FIDDLER

Dated as of _____, 2022

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SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AGREEMENT

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the “Code”), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax Agreement or a summary compliant with Section 12-44-55 of the Code.

Company Name:	TBA	Project Name:	Project Fiddler
Projected Investment:	\$5,618,000	Projected Jobs:	n/a
Location (street):	TBA	Tax Map No.:	TBA
1. FILOT			
Required Investment:	\$2,500,000.00		
Investment Period:	5 years, extends to 10 years once first \$2,500,000 is invested	Ordinance No./Date:	[____], Month XX, 2022
Assessment Ratio:	6%	Term (years):	30 years
Millage:	332.07 and 328.07 mills, fixed	Net Present Value (if yes, discount rate):	n/a
Clawback information:	See Section 4.03. If the Contract Minimum Investment Requirement is not met during the Investment Period, the Fee Agreement will be retroactively terminated.		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Anderson/Greenville, December 1, 2010		
3. SSRC			
Total Amount:	n/a		
No. of Years	n/a		
Yearly Increments:	n/a		
Clawback information:	n/a		
4. Other information			

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AGREEMENT (the “*Fee Agreement*”) is made and entered into as of [____], 2022 (the “*Effective Date*”) by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Anderson County Council (the “*County Council*”) as the governing body of the County, and [Project Fiddler], a corporation organized and existing under the laws of the State of [____] (the “*Company*”).

RECITALS

1. Title 12, Chapter 44 (the “*FILOT Act*”), Code of Laws of South Carolina, 1976, as amended (the “*Code*”), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition, construction and installation of improvements, fixtures, machinery, equipment, furnishings, and other tangible personal property of the Project (as defined herein) to constitute a tooling facility in the County.

3. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

4. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

5. The County Council approved on [____], 2022 an inducement resolution to identify, reflect and induce the Project under the Act and to state the commitment of the County to, among other things, enter into this Agreement;

6. By enactment of an Ordinance on [____], 2022, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions

The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

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

“Affiliate” shall mean: (a) any corporation, limited liability company, partnership or other entity which owns all or part of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is owned in whole or in part by the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any partner, shareholder or owner of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as well as (b) any subsidiary, affiliate, individual or entity who bears a relationship to the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

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

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean [Project Fiddler], a [] corporation, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“Condemnation Event” shall mean any act of taking by a public or quasi-public authority through condemnation, reverse condemnation or eminent domain.

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$2,500,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

“County” shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Administrator” shall mean the Anderson County Administrator, or the person holding any successor office of the County.

“County Assessor” shall mean the Anderson County Assessor, or the person holding any successor office of the County.

“County Auditor” shall mean the Anderson County Auditor, or the person holding any successor office of the County.

“County Council” shall mean Anderson County Council, the governing body of the County.

“County Treasurer” shall mean the Anderson County Treasurer, or the person holding any successor office of the County.

“Defaulting Entity” shall have the meaning set forth for such term in Section 6.02(a) hereof.

“Deficiency Amount” shall have the meaning set forth for such term in Section 4.03(a) hereof.

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

“Diminution in Value” in respect of the Project shall mean any reduction in the value, using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.01 of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT payments which may be caused by the Company’s or any Sponsor Affiliate’s removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

“Economic Development Property” shall mean those items of tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act and this Fee Agreement, and selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean machinery, equipment, furniture, office equipment, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor.

“Event of Default” shall mean any event of default specified in Section 6.01 hereof.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable portion of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee Agreement” shall mean this fee in lieu of tax agreement.

“FILOT” or **“FILOT Payments”** shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“FILOT Act” shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“FILOT Act Minimum Investment Requirement” shall mean, with respect to the Project, an investment of at least \$2,500,000 by the Company, or of at least \$5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.

“Infrastructure” shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

“Investment Period” shall mean, and shall be equal to, the Standard Investment Period.

“Land” means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

“MCIP” shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

“MCIP Act” shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“MCIP Agreement” shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time.

“Phase” or **“Phases”** in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

“Project” shall mean all the Equipment that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; *provided, however*, the Project may include the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

“Removed Components” shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate in its sole discretion, elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment to the fullest extent that the FILOT Act permits.

“Sponsor Affiliate” shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

“Standard Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date. If \$2,500,000 is invested in the Project before five (5) years after the Commencement Date, the Standard Investment Period shall end ten (10) years after the Commencement Date.

“State” shall mean the State of South Carolina.

“Termination Date” shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service; *provided*, that the intention of the parties is that the Company will make at least 30 annual FILOT Payments under Article IV hereof with respect to each Phase of the Project; and *provided further*, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

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

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.02 Project-Related Investments

The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT Payments by the Company.

[End of Article I]

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the FILOT Act.

(c) The County has agreed that each item of tangible personal property comprising the Project which is eligible to be economic development property under the FILOT Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in the State.

(d) The millage rates set forth in Step 3 of Section 4.01(a) hereof are 332.07 and 328.07 mills (as further described in Section 4.01 and in Exhibit A, which are the millage rates in effect with respect to the location of the components of the proposed Project as of June 30, 2021, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments is to be provided under this Fee Agreement.

Section 2.02 Representations, Warranties, and Agreements of the Company

The Company hereby represents, warrants, and agrees as follows:

(a) The Company is organized and validly existing under the laws of the State of [____], is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a tooling facility, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

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

(d) The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met the Contract Minimum Investment Requirement within the Investment Period.

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2022.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT Payments under the FILOT Act and this Fee Agreement, and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the Contract Minimum Investment Requirement within the Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Company may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A to this Fee Agreement, in form reasonably acceptable to the County.

Section 3.02 Diligent Completion

The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.03 Filings and Reports

(a) Each year during the term of the Fee Agreement, each of the Company and any Sponsor Affiliates shall deliver to the County, the County Auditor, the County Assessor and the County Treasurer a copy of its most recent annual filings with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor, and to their counterparts in the partner county to the MCIP Agreement, the County Administrator and the Department within thirty (30) days after the date of execution and delivery of this Fee Agreement by all parties hereto.

(c) Each of the Company and any Sponsor Affiliates agrees to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the

Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

ARTICLE IV

FILOT PAYMENTS

Section 4.01 FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property that comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

Step 1: Determine the original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT Payments.

Step 3: Use a fixed millage rate of 332.07 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates for the portion of the Project located on the land described in Exhibit under the caption “171 Alliance Parkway, Williamston,” and use a fixed millage rate of 328.07 mills for the portion of the Project located on the land described in Exhibit A under the caption “101 Clemson Research Blvd., Anderson.”

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 Failure to Achieve Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT Payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (such excess, a “**Deficiency Amount**”) for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the second (2nd) January 15 following the last day of the Investment Period.

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

Section 4.03 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or

removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.04 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the FILOT which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property that qualifies for the FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

Section 4.05 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

In the event of a Diminution in Value of the Economic Development Property, the FILOT Payment with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

Section 5.03 Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information"). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County "Confidential Information." The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a

debt or general obligation of the County; *provided, however*, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the “*Indemnified Parties*”) harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the term of this Fee Agreement, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the term of this Fee Agreement from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which

shall not be unreasonably withheld); *provided, however*, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

(c) Notwithstanding anything in this Fee Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company or any Sponsor Affiliate, shall survive any termination of this Fee Agreement.

Section 5.07 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to transact business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 5.08 No Liability of County's Personnel

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

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT incentive afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior

transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliate, as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliate under this Fee Agreement and/or any release of the Company or such Sponsor Affiliate pursuant to this Section.

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Fee Agreement or in the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the FILOT Act absent compliance by the Company and any Sponsor Affiliates with the Transfer Provisions.

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same.

Section 5.11 Priority Lien Status

The County's right to receive FILOT Payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT Payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

Section 5.13 Sponsor Affiliates

The County hereby authorizes the Company to designate, from time to time, other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, and hereby preapproves, as Sponsors or Sponsor Affiliates, Persons who join with the Company and other Co-Investors and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of Company or other Sponsors or Sponsor

Affiliates, or other Persons described in Section 8.02 hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Simplified FILOT Act must be approved by the County in writing. To the extent that the aggregate investment in the Project by the end of the Project Commitment Period by all Sponsors and Sponsor Affiliates exceeds Five Million Dollars (\$5,000,000), to the extent permitted by Section 12-44-30(19) of the Simplified FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 5.01 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Investment Commitment by the end of the Investment Period. Sponsor or Sponsor Affiliate shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 8.04 within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Simplified FILOT Act. The parties agree that, if any Sponsor or Sponsor Affiliate ceases to become party to this Agreement, the Agreement shall continue to remain in effect with respect to any remaining Sponsors or Sponsor Affiliates.

[End of Article V]

ARTICLE VI

DEFAULT

Section 6.01 Events of Default

The following shall be “Events of Default” under this Fee Agreement, and the term “Event of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or any Sponsor Affiliate to make the FILOT Payments described in Section 4.01 hereof, or any other amounts payable to the County under this Fee Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; *provided, however*, that the Company and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

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

(c) Failure by the Company or any Sponsor Affiliate to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or such Sponsor Affiliate is diligently pursuing corrective action; or

(d) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County and any Sponsor Affiliates specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 6.02 Remedies Upon Default

(a) Whenever any Event of Default by the Company or any Sponsor Affiliate (the “*Defaulting Entity*”) shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with any Sponsor Affiliates) failure to meet the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT Payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company and any Sponsor Affiliate may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement as to the acting party; 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 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.04 No Waiver

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

[End of Article VI]

ARTICLE VII
MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

Attn: _____

With a copy to:

Stephanie Yarbrough
Womble Bond Dickinson (US) LLP
5 Exchange Street
Charleston, South Carolina 29401

If to the County:

Anderson County
Attn: County Administrator
P.O. Box 8002
Anderson, South Carolina 29622

With a copy to:

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

Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7.03 Counterparts

This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 7.04 Governing Law

This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 7.05 Headings

The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 7.06 Amendments

The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 7.07 Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 7.08 Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto

(including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

[End of Article VII]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the Chair of County Council and to be attested by the County Administrator and the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the Effective Date.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Tommy Dunn
Chair of County Council

ATTEST:

Renee Watts
Clerk to County Council

ATTEST:

Rusty Burns
County Administrator

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

Project Fiddler

By: _____
Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

171 Alliance Parkway, Williamston

101 Clemson Research Blvd., Anderson

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax Agreement dated as of _____, 20__ between Anderson County, South Carolina and the Company (the "**Fee Agreement**"), as follows:

(1) The total investment made by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20__ was \$ _____.

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

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

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

Name: _____
Its: _____

ORDINANCE NO. 2022-030

**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 October 19, 2010 by Anderson County Council, Anderson County entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, with Greenville County (the "Agreement"); and

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

WHEREAS, in connection with certain incentives being offered by Greenville County, it is now desired that the boundaries of the Park be enlarged to include certain parcel(s) in Greenville County;

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

NOW, THEREFORE, be it ordained by Anderson County Council that:

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

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

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

4. This Ordinance shall take effect and be in full force upon the third reading and enactment of by Anderson County Council.

ORDAINED in meeting duly assembled this _____ day of _____, 2022.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: July 19, 2022

Second Reading: August 2, 2022

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

EG Access BP 1 1031, LLC (Project Stagecoach 1)

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, designated as Lot 1, containing 17.59 acres, more or less, and shown more fully on Survey for Access 100, LLC, dated December 18, 2019, prepared by 3D Land Surveying, Inc. and recorded in the Office of the Greenville county Register of Deeds in Plat Book 1356 at Page 15. Reference is hereby made to said plat for a complete metes and bounds description.

Tax Map No. 0293000100706

EGP Access 2 1031, LLC (Project Stagecoach 2)

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, designated as Lot 2, containing 12.31 acres, more or less, and shown more fully on Survey for Access 100, LLC, dated December 18, 2019, prepared by 3D Land Surveying, Inc. and recorded in the Office of the Greenville county Register of Deeds in Plat Book 1356 at Page 15. Reference is hereby made to said plat for a complete metes and bounds description.

Tax Map No. 0293000100705

EG Access BP 3 1031, LLC (Project Stagecoach 3)

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, designated as Lot 3, containing 22.78 acres, more or less, and shown more fully on Survey for Access 100, LLC, dated December 18, 2019, prepared by 3D Land Surveying, Inc. and recorded in the Office of the Greenville county Register of Deeds in Plat Book 1356 at Page 15. Reference is hereby made to said plat for a complete metes and bounds description.

Tax Map No. 0293000100704

BRI Augusta Arbor QOZB LP

All that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as 15.10 Acres (657,755 sq. ft.), more or less, on a plat prepared by Fant, Reichert & Fogleman, Inc. dated April 15, 2019, entitled "Boundary Survey for Augusta Arbor Way LLC" recorded in the Office of the Register of Deeds for Greenville County in Plat Book 1341 at Page 28. Reference is hereby made to said plat for a more complete metes and bounds description of the property.

LESS, HOWEVER, that portion of the above reference property conveyed unto Greenville County by quitclaim deed of Augusta Arbor Way, LLC dated August 21, 2020 and recorded November 2, 2020 in the Office of the Register of Deeds for Greenville County in Deed Book 2607 at Page 3274.

Tax Map No. 0593040101334

Addition to Exhibit B 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

Anderson Land, LLC (Project Limestone)

ALL that certain piece, parcel of tract of land lying, being and situate in the County of Anderson, State of South Carolina on Scotts Bridge Road and being shown as 116.18 acres on that certain plat prepared for Hunt Midwest Real Estate Development, Inc., et al. by EAS Professionals, Inc. on December 11, 2020 and having the metes and bounds as shown thereon.

TMS No. 144-00-04-002

ALL that certain piece, parcel of tract of land lying, being and situate in the County of Anderson, State of South Carolina on Scotts Bridge Road and being shown as 16.69 acres on that certain plat prepared for Hunt Midwest Real Estate Development, Inc., et al. by EAS Professionals, Inc. on July 13, 2021 and recorded in the Register of Deeds Office for Anderson County in Plat Book S2825 at Page 7 and having the metes and bounds as shown thereon.

TMS No. 144-00-04-001

South City Holdings, LLC; and Brett R. Baumgarten as Trustee of The Baumgarten Family Trust dated June 26, 2001 (Project B4)

ALL that certain lot, tract or parcel of land situated in Garvin Township, Anderson County, South Carolina, known as TMS 092-00-06-015, and shown as Tract Number 2 in Plat Slide 178 at Page 3 Anderson County Register of Deed, and being more fully described as follows:

Beginning at an iron pin property corner (P.O.B Parcel 1) on the westerly side of U.S. Hwy. 178, which corner is common with The Coleman Family, thence with Coleman Family N48°37'15"W 561.04 feet to a corner, thence continuing along The Coleman Family S20°23'28"W 793.28 feet, thence turning and running along A. Richey Ramseur N74°46'17"W 74.53 feet, thence along Janet Smith Arnold N74°49'11"W 395.64 feet, thence continuing along Janet Smith Arnold N55°02'37"W 1119.15 feet, thence turning and running along Rosemary W. Jones N53°55'26"E 740.63 to the center of a Branch, thence along the Branch the following calls: N78°09'40"W 53.43 feet, N45°23'21"W 61.12 feet, S74°19'17"W 24.05 feet, N56°16'08"W 181.72 feet, N35°15'39"W 44.56 feet, S28°07'51"W 20.76 feet, N58°40'58"W 87.50 feet, N24°50'07"W 24.38 feet, N88°41'16"W 38.85 feet, N77°33'32"W 45.79 feet, N85°40'40"W 70.14 feet to a point in the center of Hurricane Creek, thence along the center of Hurricane Creek the following calls: N29°04'06"E 95.85 feet, N62°19'22"E 40.47 feet, N04°08'25"E 44.37 feet, thence turning and leaving the center of Hurricane Creek and running along Glen Raven Mills S72°27'48"E 2216.01 feet to an iron pin on the westerly side of U.S. Hwy. 178, thence along the westerly side of U.S. Hwy. 178 S20°14'26"W 585.81 feet to the Point of Beginning and containing 40.49 acres (1,763,964 s.f.).

TMS No. 092-00-06-015

ALL that certain lot, tract or parcel of land situated in Garvin Township, Anderson County, South Carolina, known as TMS 092-00-06-016, recorded in Plat Book 74 at Page 47 Anderson County Register of Deeds, and being more fully described as follows:

Beginning at an iron pin property owner corner (P.O.B. Parcel 2) on the westerly side of U.S. Hwy. 178, which corner is common with B.C. McConnell, thence with B.C. McConnell N71°18'46"W 389.77 feet to a corner, thence along A. Richey Ramsuer N74°50'21"W 135.36 feet, thence turning and running along Coleman Family N20°23'28"E 793.28 feet to an iron pin, thence S48°37'15"E 561.04 feet to an iron pin on the westerly side of U.S. Hwy. 178, thence turning and running along the westerly side of U.S. Hwy. 178 S20°20'00"W 568.41 feet to the Point of Beginning and containing 8.15 acres (355,187 s.f.).

TMS No. 092-00-06-016

COI Anderson Industrial, LLC (Project Amelia – Lot 4)

ALL that certain piece, parcel or tract of land lying, being and situate in Anderson County on Exchange Logistics Park Drive and being 34.56 acres, more or less, as shown as Lot 4 on that certain Summary Plat entitled "Exchange Logistics Park", dated October 28, 2021 and prepared by EAS Professionals and having according to said plat the metes and bounds shown thereon.

TMS No. 240-00-01-027 (portion of) and TMS No. 240-00-01-010 (portion of)

COI Anderson Industrial, LLC (Project Amelia – Lot 5)

ALL that certain piece, parcel or tract of land lying, being and situate in Anderson County on Exchange Logistics Park Drive and being 11.1 acres, more or less, as shown as Lot 5 on that certain Summary Plat entitled "Exchange Logistics Park", dated October 28, 2021 and prepared by EAS Professionals and having according to said plat the metes and bounds shown thereon.

TMS No. 240-00-01-027 (portion of) and TMS No. 240-00-01-010 (portion of)

Decennial SC, LLC (Project Flay)

BEGINNING at a point in the center of U.S. Highway 29 (75' Right of Way) being the same point as the south east corner as shown on that certain Plat recorded in book 872, at page 9-A in the Anderson County Register of Deeds and also being the same corner as shown as the South West corner of the lands shown on that certain Plat of Lands for Dorothy M. Sullivan recorded in volume 91, page 956 in the Anderson County Registry of deeds. Thence running the following Fourteen (14) courses and distances along the center of said U. S. Highway 29.

1. S 40° 07' 53" W for a distance of 118.56 feet to a point on a line.
2. S 42° 49' 09" W for a distance of 118.63 feet to a point on a line.
3. S 45° 04' 20" W for a distance of 117.90 feet to a point on a line.
4. S 47° 21' 02" W for a distance of 117.29 feet to a point on a line.
5. S 49° 50' 07" W for a distance of 113.97 feet to a point on a line.
6. S 52° 02' 07" W for a distance of 118.41 feet to a point on a line.
7. S 54° 21' 56" W for a distance of 116.73 feet to a point on a line.
8. S 57° 10' 10" W for a distance of 123.11 feet to a point on a line.
9. S 59° 48' 59" W for a distance of 125.47 feet to a point on a line.
10. S 62° 02' 33" W for a distance of 112.47 feet to a point on a line.
11. S 64° 14' 30" W for a distance of 113.75 feet to a point on a line.

12. S 66° 36' 26" W for a distance of 231.79 feet to a point on a line.
13. S 66° 40' 45" W for a distance of 350.27 feet to a point on a line.
14. S 67° 00' 55" W for a distance of 304.76 feet to a point on a line.

Thence departing said centerline of U. S. Highway 29, N 37° 36' 36" W running past a found 3/4 inch Iron Pipe at 28.77 feet for a total distance of 611.24 feet to the south East corner of Lot 4 as shown on that Untitled Plat of 7 Lots recorded in Anderson County Registry of Deeds in Plat Book 42, Page 213, where a 3/4 inch was found. Thence turning North running along the East edge of said Plat, N 11° 33' 3" E for a distance of 462.80 feet to a found 3/4 inch Iron Pipe for corner. Thence, N 53° 28' 10" E for a distance of 225.05 feet to a found 3/4 inch Iron Pipe for corner. Thence, N 53° 08' 49" E for a distance of 112.12 feet to a found 1 inch Iron Pipe for corner. Thence, N 52° 33' 27" E for a distance of 375.89 feet to a found 3/4 inch Iron Pipe for corner. Thence, N 52° 27' 18" E a distance of 166.46 feet to a found 3/4 inch Iron Pipe for corner. Thence, N 52° 42' 25.8" E for a distance of 186.23 feet to a found 3/4 inch Iron Pipe for corner. Thence, N 52° 34' 02" E for a distance of 454.13 feet to a found 5/8 inch Iron Rod being the North East corner of the subject tract and the North West corner of the lands shown on that certain Plat of Lands for Dorothy M. Sullivan recorded in volume 91, page 956 in the Anderson County Registry of deeds. Thence running, S 51° 19' 59" E for a distance 684.37 feet past a found 5/ 8 inch Iron Rod being 4.02 feet West of the line, then 332.69 feet to a found 5/ 8 inch Iron Rod being on line, then to another found 5/ 8 inch Iron Rod at a point 54.10 feet from the centerline of said U. S. Highway 29 and The Point of Beginning, for a total distance of 1154.37 feet to the Point of Beginning. Containing 2,179,895 Square Feet or 50.04 Acres more or less.

TMS No. 099-00-02-006

BEGINNING at a found 3/4 inch Iron Pipe at the south East corner of Lot 4 as shown on that Untitled Plat of 7 Lots recorded in Anderson County Registry of Deeds in Plat Book 42, Page 213. Thence running N37°36'36"W a distance of 28.77 feet to the Centerline of Cleveland Drive. Thence running through the centerline of Cleveland Drive along a curve to the right through an angle of 17°43'07", with an Arc length of 417.20 feet and a radius of 1349.08 feet, and whose chord bears N09°56'36"E for a distance of 415.54 feet to a point. Thence departing said roadway, N 53° 28' 10" E for a distance of 43.55 feet to found 3/4 inch Iron Pipe for corner. Thence run S 11° 33' 30" W a distance of 462.80 feet to the South East corner of said Lot 4 and the Point of Beginning a Containing 14,716 Square Feet or 0.34 Acres more or less.

TMS No. 099-01-03-001

Kelley Engineering, LLC (Project Yell)

ALL that certain piece, parcel of tract of land with improvements thereon lying, being and situate in the County of Anderson, State of South Carolina on Easley Hwy (S.C. 8) and being shown as 5.268 acres(including road r/w) on that certain plat prepared for ECI Properties, LLC by Nu-South Surveying, Inc. on December 16, 2021 and recorded in the Register of Deeds Office for Anderson County on January 31, 2022 in Plat Book S2882 at Page 7 and having the metes and bounds as shown thereon.

TMS # 193-00-15-002

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

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

Clerk, Anderson County Council

Dated: _____, 2022

Ordinance #2022-031

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 35.16 acres from C-2 (Highway Commercial District) to IZD (Innovative Zoning District) on parcels of land, identified as on Hurricane Road and Pine Lane in the Denver-Sandy Springs Precinct shown in Deed Book 6546 page 302 and Deed Book 6985 page 37. The parcels are further identified as TMS #93-00-07-004 and 93-00-07-005.

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

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

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from C-2 to IZD for +/- 35.16 acres of TMS #93-00-07-004 and 93-00-07-005 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on July 12, 2022, during which it reviewed the proposed rezoning from to C-2 to IZD for +/- 35.16 acres of TMS #93-00-07-004 and 93-00-07-005 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on August 16, 2022 regarding said amendment of the Anderson County Official Zoning Map:

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone from C-2 to IZD for +/- 35.16 acres of TMS #93-00-07-004 and 93-00-07-005 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 2022-031

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1st Reading:	July 19, 2022
2nd Reading:	August 2, 2022
3rd Reading:	August 16, 2022
Public Hearing:	August 16, 2022

**Anderson County Planning Commission
Staff Report
July 12, 2022**

Applicant: One Real Estate Acquisitions, LLC

Current owner: Hurricane Creek, LLC

Property location: Hurricane Rd & Pine Ln

Precinct: Denver-Sandy Springs

Council district: 5

TMS#(s): 93-00-07-004 & -005

Acreage: +/- 35.16

Current zoning: C-2 (Highway Commercial District)

Requested zoning: IZOD (Innovative Zoning District)

The IZOD District is established to allow flexibility in development that will result in improved design, character, and quality of new developments as well as preserve natural and scenic features of open spaces. The Innovative Zoning District regulations must encourage innovative site planning for residential, commercial, institutional, or industrial development within the district.

Surrounding zoning: North: S-1 (Services District)
South: R-15 & R-20 (Single-Family Residential District) & S-1 (Services District)
East: R-20 (Single-Family Residential District) & C-2 (Highway Commercial District)
West: S-1 (Services District)

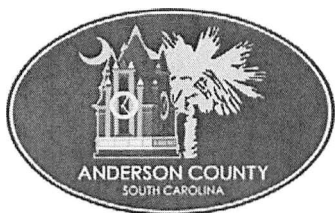
Evaluation: This request is to rezone from C-2 to IZD to develop 360 apartment units and a commercial space along Hurricane Rd. The project is to provide undisturbed buffers along Pine Ln and the eastern portion that abuts single family residential properties and will provide 45% open space (approximately 16 acres) with amenities such as a clubhouse, fitness center, and community kitchen and office space for apartment residents.

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

- June 27, 2022: Rezoning notification postcards sent to 167 property owners within 2,000' of the subject property; to date, staff has received 4 phone calls requesting more information.
- May 23, 2022: Rezoning notification signs posted on subject property;

- June 27, 2022: Planning Commission public hearing advertisement published in the *Independent-Mail*.

Staff recommendation: At the Planning commission Meeting during which the rezoning is scheduled to be discussed, staff will present their recommendation at that time.



Rezoning Application

Anderson County Planning & Development

MAY 13, 2022

Approved/Denied

Date of Submission

Applicant's Information

Applicant Name: ONE REAL ESTATE ACQUISITIONS, LLC

Mailing Address: 888 Brickell Avenue, 3rd Floor, Miami, Florida 33131

Telephone: 786-777-0060

Email: bob@onerei.com

Owner's Information

{If Different from Applicant}

Owner Name: HURRICANE CREEK, LLC

Mailing Address: 99 Phil Watson Road, Anderson, South Carolina 29625

Telephone: 864-934-7053

Email: insinc00@aol.com

Designation of Agent: Complete only *if owner is not the applicant*

I hereby appoint the person named the Applicant as my agent to represent me in this request for rezoning:

Bob Barton

5/13/22

Owner's Signature

Date

Project Information

Property Location: Hurrican Road, Anderson, South Carolina 29621

Parcel Number(s) /TMS: 930007004; 930007005

County Council District: S School District: 04

Total Acreage: 35.16 Current Land Use: Vacant

Requested toning: IZOD Current Zoning: C-2

Purpose of Rezoning: Development of a IZOD community with multi-family and proposed commercial

Are there any Private Covenants or Deed Restrictions on the

☐ Yes

☒ No

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

Jyl K. Miller
Applicant's Signature

5/13/2022
Date

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

Additional Information or Comments: Please see attachments

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

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

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

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

Jyl K. Miller
Applicant's Signature

5/13/2022
Date

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

For Office Use Only:

Application Received By: _____

Complete Submission Date: _____

Commission Public Hearing: _____

Council Public Hearing: _____



ANDERSON COUNTY REZONING APPLICATION NARRATIVE

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

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

Proposed Use – Development of a community with multi-family and proposed commercial space.

One REI is the builder and administrator of developments across the United States. One REI builds high quality developments that include housing and commercial spaces, and its business plan is to hold rather than sell its properties. One REI aims to provide class A amenities to maintain an attractive community.

One REI works with an Upstate civil engineering firm to make sure that buffers and other mitigating measures are taken to protect abutting properties. This tract of land is adjacent to a condominium development and the edge of Lake Hartwell. One REI will endeavor to take all appropriate steps to mitigate potential storm water runoff and other erosion control measure, including, but not limited to, the inclusion of a detention pond and maintaining the necessary buffers to comply with applicable SC DHEC permits. One REI has experience working with and will employ and reputable waste management and recycling companies to handle the complex's waste needs.

One REI intends to break ground on the project in the first quarter of 2023, and to complete the project within sixteen months of its commencement. One REI has begun discussions with the County concerning potential public improvements, and looks forward to those discussions. To the extent the County has questions or so desires, One REI will work to modify or amend this application to address those questions.

STATEMENT OF INTENT

for

Hurricane Creek Development (Innovative Zoning District “IZOD” Rezoning Request)

For

APPLICANT

One Real Estate Acquisitions, LLC (“*One REI*”)
888 Brickwell Avenue, 3rd Floor
Miami, FL 33131
Bob Barton
786.777.0060
bob@onerei.com

ENGINEER/SURVEYOR

Site Design Inc.
225 Rocky Creek Road
Greenville, SC 29615
Craig Winnall, PE
864.271.0496
vwinnall@sitedesign-inc.com

5/17/2022

I. INTRODUCTION

One REI is a real estate developer and operator who currently manages over 6,500 units across the United States. One REI builds high-quality developments that include residential and commercial spaces, and its business plan is to build a long-lasting real estate development and maintain ownership of each project, allowing the firm to make a long-term oriented decision. One REI aims to provide class A amenities such as club-quality fitness studio, clubhouse, demonstration kitchen, game room, resort-style pool, sauna, grilling area with outdoor dining, fire pit, lounge, etc. One REI has a long-standing reputation of being a local community partner and maintaining an attractive community.

II. PROPERTY DESCRIPTION

This One REI project (the “Project”) will consist of 360 units, 723 parking spaces and property amenities accompanying the property residents. The development has a proposed commercial space as part of the Innovative Zoning District. The project area is approximately 35.16-acres and consists of two (2) parcels as follows:

1. TMS #93-00-07-004 – 23.56-acres and currently zoned C-2;
2. TMS #92-00-07-005 – 11.60-acres and currently zoned C-2.

III. DEVELOPMENT OVERVIEW

The Project development plan is to rezone each tract to utilize the Innovative Zoning District (“IZOD”) zoning classification. One REI anticipated building 360 units with 723 accompanying parking spaces on the site with a proposed commercial space. The development will include access off Hurricane Road. The roads within the community will be privately maintained. The Project owner will be responsible for Project maintenance. The Project is currently in discussions with the County regarding public improvements, and looks forward to those continued discussions.

Common areas within the Project may be disturbed and undistributed open space, walking trails, mail centers, flood plain, wetlands/waters of the state, amenity areas, and other community gathering areas, including a community clubhouse, fitness and yoga center, a community kitchen, and community office space. The Project will also include access to Lake Hartwell with plans to put in a dock which can be seen on the site plan.

IV. DENSITY & PHASING

The overall project will consist of 360 one to three bedroom units in three-story walkup apartments ranging between 900-1,400 square feet. In addition, the project will have a proposed commercial space. There will be 723 accompanying parking spaces. Approximately 45% (approximately 16 acres) of the Project's acreage will be open space.

One REI is requesting for the entire development to be approved with flexibility in the phasing of it.

V. AMENITIES, LANDSCAPING, BUFFERS

Approximately 45% of the Project's acreage will be open space. The Project, as shown on the attached site plans, will include undisturbed buffers from neighboring parcels ensuring there will not be encroachment, and will offer access to Lake Hartwell via a dock. The goal with this conservation-friendly complex is to work to have it integrated into the existing landscape. The Project will also include a club house, pool, outdoors grills, dog parks, a fitness and yoga center, and a community kitchen. The Project will include minimum 25' building setbacks along all property sides.

VI. PUBLIC UTILITIES

Will-serve letters will be provided by Sandy Springs Water District and Anderson County Wastewater. The Project will connect to existing sewer and water lines already in place. All new water mains and sewer mains built within the project will be built to public standards and turned over to Sandy Springs Water District and Anderson County Wastewater, respectively, to own and maintain. Natural gas will be made available by Duke Energy Natural Gas. Duke Energy will also provide the power to the site. There will be internet provided to the site as well.

VII. SOLID WASTE COLLECTION

One REI has significant experience working with and will employ reputable waste management and recycling partners to handle the Project's waste needs.

VIII. DEVELOPMENT STANDARDS

Permitted Uses: All land and structures contained within the project shall be used per the approved site plan that is in compliance with Innovative Zoning District classification.

Number of Units: The Project will consist of 360 one-to-three-bedroom units.

Lot Sizes and Density of Development: The units will range from 900 to 1,400 square feet. Approximately 45% of the Project's acreage will be open space.

Building Setbacks: The Project will include minimum 25' building setbacks along all property sides.

IX. COMMERCIAL COMPONENT

One REI will engage McCoy Wright to help find a tenant for the development in the proposed commercial space along Hurricane Road on the site plan. This tenant is meant to be complimentary to the overall development and benefit those living and working within the development. At this time there is not a tenant lined up and we are unable to provide additional renderings or detail related to the commercial space.



THE UTILITIES SHOWN ARE SHOWN FOR THE CONTRACTOR'S CONVENIENCE ONLY. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND TYPE OF ALL UTILITIES PRIOR TO ANY EXCAVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES.

SITE DATA:

PN: 53007005 & 53007004
TOTAL SITE = 35,136 AC
ZONING - IZD
SETBACKS -
FRONT - 25'
REAR - 25'
SIDES - 25'
BUILDING SPACING - 25' MIN.

PARKING DATA:

SPACES REQ'D:
(2 PER UNIT) x 24 UNITS PER BLDG x 15 BLDGS = 720 SPACES
TOTAL PROVIDED = 723 SPACES

HURRICANE ROAD
(66' PUBLIC R/W) (S-4-171)

HURRICANE ROAD
(160' PUBLIC R/W) (S-4-1129)

LOCATION MAP

NOT TO SCALE

SITE NOTES:

1. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES BY CALLING UTILITY LOCATION SERVICE AT 811 THREE (3) DAYS PRIOR TO CONSTRUCTION.
2. DIMENSIONS SHOWN ARE TO FACE OF CURB, CENTERLINE OF PARKING STALL OR FACE OF BUILDING UNLESS OTHERWISE NOTED.
3. REFER TO THE ARCHITECTURAL DRAWINGS FOR EXACT BUILDING DIMENSIONS AND ENTRY/EXIT PORCHES.
4. ASPHALT PAVING SECTIONS SHALL BE CONSTRUCTED PER THE DETAILS.
5. CONCRETE SIDEWALKS SHALL BE CONSTRUCTED WITH 3000 PSI CONCRETE 4" THICK WITH EXPANSION JOINTS AND SCORING PER DETAIL.
6. THE CONTRACTOR SHALL CONDUCT ALL WORK IN ACCORDANCE WITH THE LATEST REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.
7. ALL WORK ON STATE, COUNTY, OR CITY RIGHT-OF-WAY INCLUDING DRIVEWAY APRONS, WATER AND SEWER TAPS OR ANY OTHER WORK REQUIRES AN ENCROACHMENT PERMIT FROM THE APPROPRIATE AGENCY.
8. ALL CURBING TO BE 18" FORMED CONCRETE CURBING PER DETAIL, WITH 3000 PSI CONCRETE.
9. ANY MATERIAL DEMOLISHED AS INDICATED ON THIS PLAN IS TO BE HAULED OFF-SITE TO AN APPROVED LANDFILL.
10. TRUNCATED DOMES ARE TYPICAL AT ALL HANDICAP RAMPS. HANDICAP SPACES WILL BE MARKED WITH A FREESTANDING OR WALL MOUNTED SIGN. SEE DETAIL SHEETS FOR PROPER STRIPING.

LEGEND

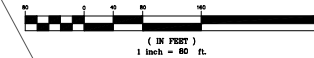
BL BUILDING LINE	TEL TELEPHONE PEDESTAL	① GREASE TRAP MANHOLE
CL CENTERLINE	TEL TELEPHONE PEDESTAL	② TOP/BOTTOM CURB
CM CORRUGATED METAL PIPE	TEL TELEPHONE PEDESTAL	③ TOP/BOTTOM WALL
CS CURB TOP	TEL TELEPHONE PEDESTAL	④ TOP/BOTTOM WALL
DE DRAINAGE EASEMENT	TEL TELEPHONE PEDESTAL	⑤ TOP/BOTTOM WALL
EP EDGE OF PAVEMENT	TEL TELEPHONE PEDESTAL	⑥ TOP/BOTTOM WALL
FF FINISHED FLOOR ELEVATION	TEL TELEPHONE PEDESTAL	⑦ TOP/BOTTOM WALL
FI FINISHED GRADE	TEL TELEPHONE PEDESTAL	⑧ TOP/BOTTOM WALL
IE INVERT ELEVATION	TEL TELEPHONE PEDESTAL	⑨ TOP/BOTTOM WALL
IR IRON PIPE	TEL TELEPHONE PEDESTAL	⑩ TOP/BOTTOM WALL
IRN IRON PIPE	TEL TELEPHONE PEDESTAL	⑪ TOP/BOTTOM WALL
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IRN IRON PIPE	TEL TELEPHONE PEDESTAL	㊷ TOP/BOTTOM WALL
IRN IRON PIPE	TEL TELEPHONE PEDESTAL	㊸ TOP/BOTTOM WALL
IRN IRON PIPE	TEL TELEPHONE PEDESTAL	㊹ TOP/BOTTOM WALL
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IRN IRON PIPE	TEL TELEPHONE PEDESTAL	㊻ TOP/BOTTOM WALL
IRN IRON PIPE	TEL TELEPHONE PEDESTAL	㊼ TOP/BOTTOM WALL
IRN IRON PIPE	TEL TELEPHONE PEDESTAL	㊽ TOP/BOTTOM WALL
IRN IRON PIPE	TEL TELEPHONE PEDESTAL	㊾ TOP/BOTTOM WALL
IRN IRON PIPE	TEL TELEPHONE PEDESTAL	㊿ TOP/BOTTOM WALL

LINE TYPES

— EV —	CABLE TV	— SS —	SANITARY SEWER - EXIST.
— F —	CHAIN LINK FENCE (PROPOSED)	— SS —	SANITARY SEWER - NEW
— F —	CHAIN LINK FENCE (EXISTING)	— SS —	SILT FENCE
— F —	CONTOURS - EXIST. GRADE	— SS —	STONE SEWER - EXIST.
— F —	CONTOURS - FINISHED GRADE	— SS —	STONE SEWER - NEW
— F —	FIBER OPTIC	— SS —	UNDERGROUND POWER
— F —	FORCE MAIN	— SS —	UNDERGROUND TEL
— F —	GAS LINE	— SS —	WATER LINE - EXIST.
— F —	OVERHEAD POWER	— SS —	WATER LINE - NEW
— F —	OVERHEAD TELEPHONE	— SS —	WOOD FENCE
— F —	ROOF DRAIN - NEW	— SS —	LIMITS OF DISTURBANCE

DATE: 05/13/2022
SHEET: 05/13/2022

GRAPHIC SCALE



SITE DESIGN, INC.

CIVIL ENGINEERS - SURVEYORS - LANDSCAPE ARCHITECTS

www.sitedesigninc.com
1000 W. MAIN ST. SUITE 200
GREENVILLE, SC 29615
PH: (864) 271-4400

NO.	DATE	DESCRIPTION
1	05/13/2022	ISSUED FOR PERMIT
2	05/13/2022	ISSUED FOR PERMIT
3	05/13/2022	ISSUED FOR PERMIT
4	05/13/2022	ISSUED FOR PERMIT
5	05/13/2022	ISSUED FOR PERMIT
6	05/13/2022	ISSUED FOR PERMIT
7	05/13/2022	ISSUED FOR PERMIT
8	05/13/2022	ISSUED FOR PERMIT
9	05/13/2022	ISSUED FOR PERMIT
10	05/13/2022	ISSUED FOR PERMIT



THE ONE
ANDERSON

ANDERSON COUNTY
SOUTH CAROLINA

HORIZ. SCALE: 1" = 50'
VERT. SCALE: N/A
DESIGNED BY: ZMH
DRAWN BY: ZMH
CHECKED BY: ZMH
DATE: 05/13/2022
S220477_BASECURRENT.dwg

SITE
PLAN

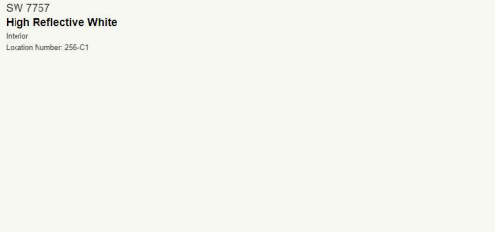
SHEET 3 OF 7

C200

VERTICAL SIDING:



SMOOTH PANEL:



LAP SIDING:



BRICK:
TRIANGLE BRICK - PORTER



STONE:
ASPEN LEDGESTONE

BUILDING FINISHES







MATERIAL LEGEND

-  6" FIBER CEMENT LAP SIDING
-  FIBER CEMENT BOARD AND BATTEN
-  STONE VENEER
-  BRICK VENEER
-  ASPHALT SHINGLE
-  STANDING SEAM METAL ROOF



BUILDING TYPE 1 - FRONT ELEVATION



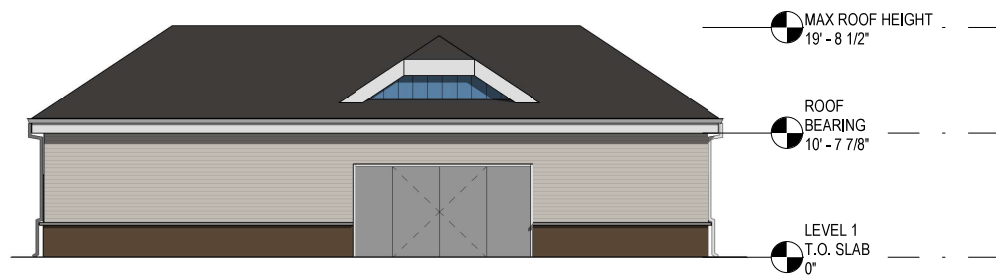
MATERIAL LEGEND	
	6" FIBER CEMENT LAP SIDING
	FIBER CEMENT BOARD AND BATTEN
	STONE VENEER
	BRICK VENEER
	ASPHALT SHINGLE
	STANDING SEAM METAL ROOF

1 EXHIBIT - FRONT ELEVATION
3/32" = 1'-0"

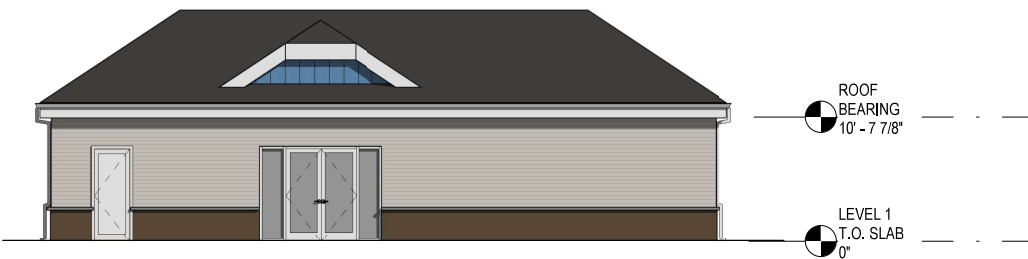


2 EXHIBIT - REAR ELEVATION
3/32" = 1'-0"

CLUBHOUSE - FRONT AND REAR ELEVATIONS



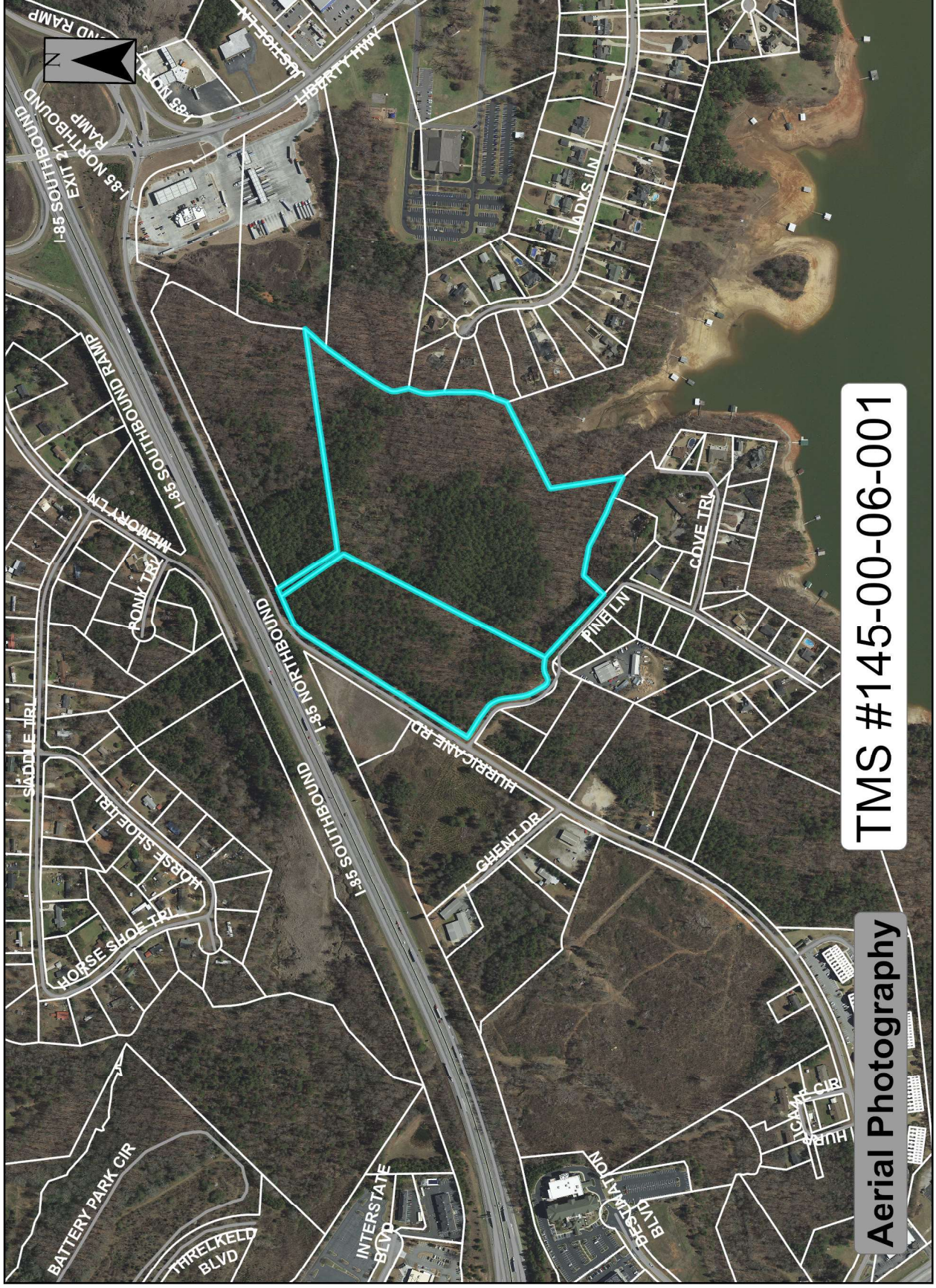
1 EXHIBIT - CABANA FRONT ELEVATION
3/32" = 1'-0"



2 EXHIBIT - CABANA REAR ELEVATION
3/32" = 1'-0"

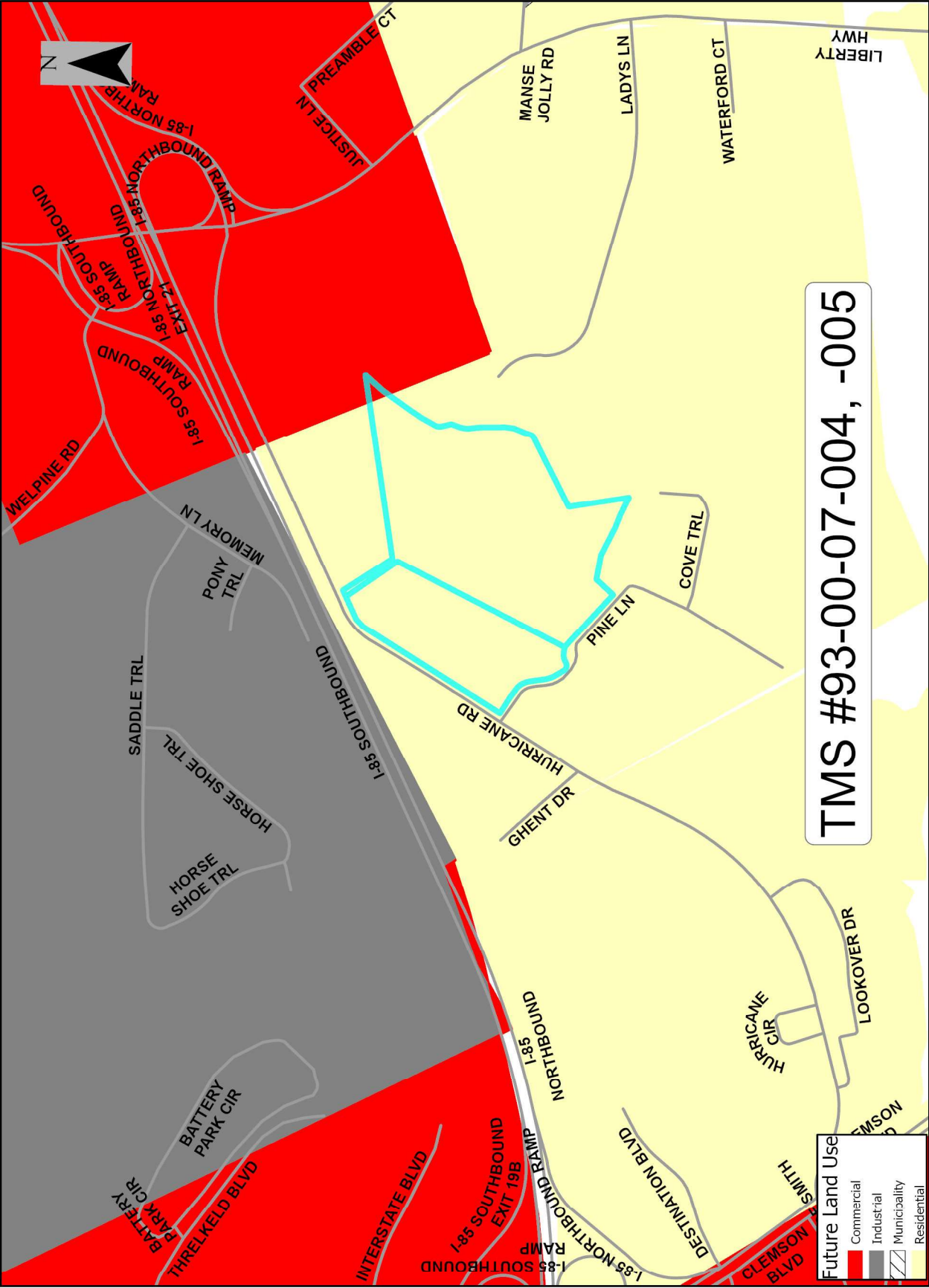
MATERIAL LEGEND	
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	FIBER CEMENT BOARD AND BATTEN
	STONE VENEER
	BRICK VENEER
	ASPHALT SHINGLE
	STANDING SEAM METAL ROOF

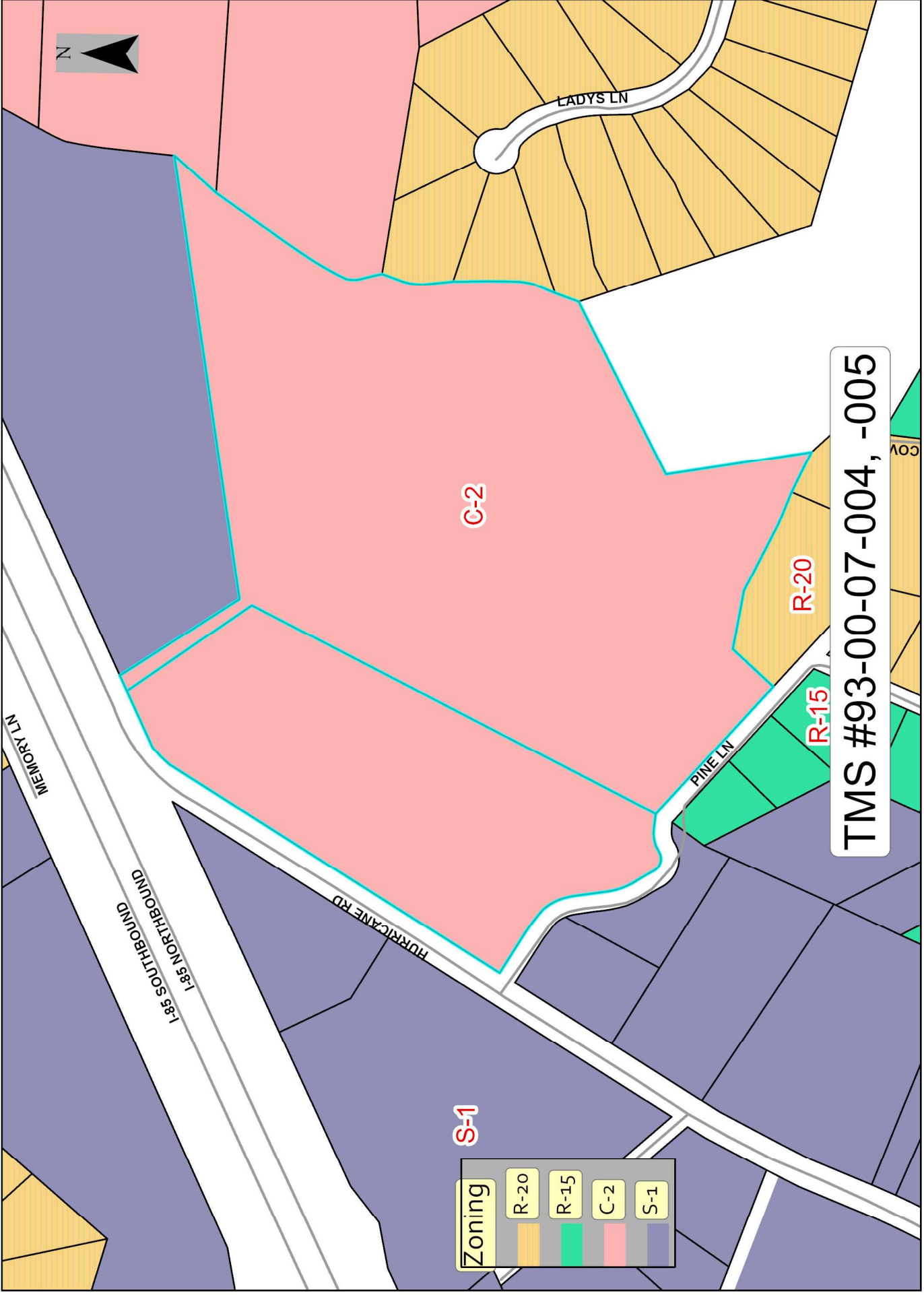
CABANA ELEVATIONS



TMS #145-00-06-001

Aerial Photography





Ordinance #2022-032

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 19.1 acres from C-2 (Highway Commercial District) to IZD (Innovative Zoning District) on a parcel of land, identified as Highway 76 in the Denver-Sandy Springs Precinct shown in Deed Book 19V page 955. The parcel is further identified as TMS #65-00-04-013.

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

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

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from C-2 to IZD for +/- 19.1 acres of TMS #65-00-04-013 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on July 12, 2022, during which it reviewed the proposed rezoning from C-2 to IZD for +/- 19.1 acres of TMS #65-00-04-013 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on August 16, 2022, regarding said amendment of the Anderson County Official Zoning Map:

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone from C-2 to IZD for +/- 19.1 acres of TMS #65-00-04-013 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 2022-032

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1st Reading:	July 19, 2022
2nd Reading:	August 2, 2022
3rd Reading:	August 16, 2022
Public Hearing:	August 16, 2022

**Anderson County Planning Commission
Staff Report
July 12, 2022**

Applicant: Jonathan Walker
Current owner: Ernest W Garrison Jr
Property location: Highway 76
Precinct: Denver-Sandy Springs
Council district: 4
TMS#(s): 65-00-04-013
Acreage: +/- 19.1
Current zoning: C-2 (Highway Commercial District)
Requested zoning: IZD (Innovative Zoning District)

The IZD District is established to allow flexibility in development that will result in improved design, character, and quality of new developments as well as preserve natural and scenic features of open spaces. The Innovative Zoning District regulations must encourage innovative site planning for residential, commercial, institutional, or industrial development within the district.

Surrounding zoning: North: I-1 (Industrial District)
South: C-2 (Highway Commercial District)
East: C-2 (Highway Commercial District) & I-1 (Industrial District)
West: C-2 (Highway Commercial District)

Evaluation: This request is to rezone from C-2 to IZD to develop 176 apartment units and a commercial space along Highway 76. The project will provide 62.1% open space with a clubhouse and pool/playground area.

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

- June 27, 2022: Rezoning notification postcards sent to 60 property owners within 2,000' of the subject property; to date, staff has received 1 phone call requesting more information.
- June 27, 2022: Rezoning notification signs posted on subject property;
- June 27, 2022: Planning Commission public hearing advertisement published in the *Independent-Mail*.

Staff recommendation: At the Planning commission Meeting during which the rezoning is scheduled to be discussed, staff will present their recommendation at that time.



Rezoning Application

Anderson County Planning & Development

May 31, 2022
Date of Submission

Approved/Denied

Applicant's Information

Applicant Name: Jonathan Walker
Mailing Address: 201 Oakmont Drive Anderson, SC 29621
Telephone: 864-940-3359
Email: jonathanwalker3@gmail.com

Owner's Information (If Different from Applicant)

Owner Name: Idea River, LLC.
Mailing Address: 174 East Main St, Suite 26306 Spartanburg, SC 29306
Telephone: 704-905-9415
Email: keades@keithheades.com

Designation of Agent: (Complete only if owner is not the applicant)

I hereby appoint the person named the Applicant as my agent to represent me in this request for rezoning:

Keith M Eades

May 26, 2022

Owner's Signature

Date

Project Information

Property Location: Hwy. 76, Pendleton, SC
Parcel Number(s)/TMS: 650004013
County Council District: 4 School District: 4
Total Acreage: 19.1 Current Land Use: Vacant land
Requested Zoning: I 2 D Current Zoning: C - 2
Purpose of Rezoning: Multi-family apartments and commercial

Are there any Private Covenants or Deed Restrictions on the

☐ Yes

☒ No

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


Applicant's Signature

May 26, 2022
Date

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

Additional Information or Comments: The apartment will focus on workforce housing, to fill a need for Anderson County

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

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

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

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


Applicant's Signature

May 31, 2022
Date

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

For Office Use Only:

Application Received By: _____

Complete Submission Date: _____

Commission Public Hearing: _____

Council Public Hearing: _____

STATEMENT OF INTENT

for

The Springs at Clemson Blvd
(Innovative Zoning District “IZD” Rezoning Request)

for

APPLICANT

Idea River, LLC
174 East Main St. Suite 603
Spartanburg, SC 29306
Jonathan Walker
864.940.3359
Jonathanwalker3@gmail.com

Engineer
Britt, Peters & Associates, Inc.
101 Falls Park Drive
Suite 601
Greenville, SC 29601
John A. Connelly, PE
864-271-8869
jconnelly@brittpeters.com

May 31, 2022

I. PROPERTY DESCRIPTION

The Springs at Clemson Boulevard(project) consists of one parcel of land located on Hwy 76, Pendleton directly across from Chapman Rd. The project is +/- 19.09 acres and is made up of the following parcel:

1. TMS #650004013 - 19.09 acres (831,560.4 square feet) parcel located in Anderson County on Hwy 76, Pendleton. The property is currently owned by Ernest W Garrison, Jr.

Water will be provided by Sandy Springs Water District and sewer by Anderson County Wastewater.

II. DEVELOPMENT OVERVIEW

The project development plan is to rezone the one tract to utilize the Innovative Zoning District (IZD) zoning classification. The development will consist of two different access points off Hwy 76, applications for driveway and utility encroachment permits will be submitted for review and approval by SCDOT. A traffic study will be submitted to SCDOT to determine potential impact to Hwy 76 traffic flow and to ensure proper design of access and egress. The proposed development will incorporate both residential and commercial uses. The residential component will be comprised of (8) three story apartment buildings with private pool, playground, clubhouse, and open space for resident use situated on approx. 14.44 acres of the 19.09 overall parcel. Each apartment building will be approximately 10,720 square feet per floor and provide a total of (176) +/- units each with a mix of 1,2-, and 3-bedroom configurations. Site coverage for the residential portion of the development will be approx. 37.9%. Common areas and open space dispersed throughout the site (not including detention pond) will total approx. 390,612.97 sf or 62.1%.

The commercial component of the development will be a minimum 4.65-acre subdivided portion located adjacent to Hwy 76 at the southern end of the parcel. A drive entrance to serve this portion of the site will connect directly to Hwy 76 then cross the parcel to further serve the residential component. The specific commercial use TBD. A buffer between the commercial and residential lots will be achieved through placement of the detention pond directly between the two uses. The closest apartment building will be approx. 250' from the commercial lot line.

A minimum 25' building setback will be established along all exterior property lines. However, where the commercial parcel adjoins Hwy 76 a 50' minimum setback will be established consistent with Anderson County requirements for nonresidential use along Arterial Roads.

III. DENSITY & PHASING

The overall project will consist of 176 +/- garden style apartments and a minimum of 4.65 acres of commercial space fronting Hwy 76. The residential component will be comprised of (8) three story apartment buildings with private pool, playground, clubhouse, and open space for resident use situated on approx. 14.44 acres of the 19.09 overall parcel. Each apartment building will be approximately 10,720 square feet per floor and provide a total of (22) units each with a mix of 1,2-, and 3-bedroom configurations. Site coverage for the residential portion of the development will be approx. 37.9%. Common areas and open space dispersed throughout the site (not including detention pond) will total approx. 390,612.97 sf or 62.10%. The commercial component of the development will be a minimum 4.65 acres subdivided portion located adjacent to Hwy 76 at the southern end of the parcel. A drive entrance to serve this portion of the site will connect directly to Hwy 76 then cross the parcel to further serve the residential component. The specific commercial use TBD. A buffer between the commercial and residential lots will be achieved through placement of the detention pond directly between the two uses. The closest apartment building will be approx. 250' from the commercial lot line. The exact locations and layout of the residential and commercial pieces will be detailed out in the Final Development Plan.

IV. AMENITIES, LANDSCAPING, BUFFERS

The proposed development will have approximately 62.10% (8.97 acres) of common areas and open space that will be dispersed throughout the site (not including detention pond). A minimum 25' building setback will be established along all exterior property lines. However, where the commercial parcel adjoins Hwy 76 a 50' minimum setback will be established consistent with Anderson County requirements for nonresidential use along Arterial Roads. The residential component may consist of pool, playground, clubhouse, and open space for the residents.

- a. **Pond Maintenance and Landscaping** – The detention pond serving the development will be in the far south end of the property and will not be visible from Hwy 76 due to topography. Only two sides of the pond will actually “front” the interior of the development and the exterior facing sides will be buffered per Section 38-122 Anderson County Ordinance. The entire pond will be fenced and screened with sufficient landscaping to reduce the overall visual impact to residents and commercial visitors to the site. Landscaping will blend with the overall theme of the development and provide a positive visual appearance. Pond inspection and maintenance will be conducted routinely and as required by the Anderson County Permanent Stormwater System Maintenance and Responsibility Agreement to ensure that the facilities are in good working order and performing their design functions.

V. PUBLIC UTILITIES

Water – The site is under the jurisdiction of Sandy Springs Water District. Chris Brown with SSWD has confirmed that there is a 12" water main along Hwy 76 (same side as subject parcel) with available and adequate capacity to serve the proposed

development. All new water mains built within the project will be built to SSWD (public) standards and turned over to Sandy Springs Water District to own and maintain.

Sewer - The site is under the jurisdiction of Anderson County Wastewater Department. Tim Haynes, Wastewater Department Engineer, has confirmed that a sewer extension will be required for the development to connect to their system. Mr. Haynes further indicated that the system currently has available and adequate capacity to accept the estimated 40,000 gpd flow from the development. The developer plans to construct the required extension concurrent with the overall development project. Once completed, inspected, and accepted by the AHJ, the developer will convey ownership of the extension to Anderson County. A Flow Request Application along with engineer sealed flow calculations has been submitted for review and formal approval by Anderson County Wastewater Department.

Natural Gas – The development would be served by Fort Hill Natural Gas. Kayla Ward, Business Development Assistant with FHNG, has confirmed that there is a 4" natural gas distribution main along Hwy 76 with sufficient volume and pressure to support the proposed development.

Fire – The site is in the jurisdiction of the Anderson County Fire Protection Commission and within the coverage area of the Sandy Springs Station #26. Preliminary Site Plans for the proposed development have been reviewed by Fire Marshal Duffie Cochran. Marshal Cochran has confirmed that they can and will provide fire protection and emergency service to the site and that existing hydrants in the area should be sufficient to the proposed project. Final layout regarding fire lane access will be coordinated through the Fire Marshal's office for review and formal approval.

Solid Waste – the residential section will have a designated garbage coral that will fenced in and not visible from the road or interior of the development. Garbage collection for the proposed development will be handled by private hauler. The development will contract with Waste Management for weekly pickup and hauling to the Starr C&D Landfill.

Stormwater – The stormwater management system for the site will treat for both water quantity and water quality and meet all requirements of Anderson County and SCDHEC to satisfy the appropriate standards of the Clean Water Act. Pre vs. Post runoff will be managed through onsite detention consisting of a dry pond system. All stormwater BMP's will be inspected and maintained routinely.

Roads – US Hwy 76 is under SCDOT jurisdiction. Applications for driveway and utility encroachment permits will be submitted for review and approval by SCDOT The

proposed development will have (2) access points to Hwy 76. A traffic study will be submitted to SCDOT to determine potential impact to Hwy 76 traffic flow and to ensure proper design of access and egress.

VI. DEVELOPMENT STANDARDS

1. Permitted Uses: This project will consist of residential and commercial utilization
2. Maximum Number of Units: Residential – 176 units and Commercial – TBD to fit area needs and surrounding businesses
3. Building Setbacks:
All proposed setbacks for the development are as follows:
 - A minimum 25' building setback will be established along all exterior property lines. However,
 - Where the commercial parcel adjoins Hwy 76 a 50' minimum setback will be established consistent with Anderson County requirements for nonresidential use along Arterial Roads.
 - The closest apartment building will be approximately 250' from the commercial lot line.
4. Residential Construction and Maintenance: No mobile homes, trailers, campers, or tents shall be permitted as permanent dwellings.
4. Public Improvements: No existing sidewalks are located along Hwy 76 – a state-maintained road. The proposed project should have no impacts to the roads service level.



101 Falls Park Drive
Suite 601
Greenville, SC 29601
(864) 271-8869
www.brittpeters.com

SCALE

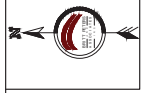
THE SPRINGS
INNOVATIVE ZONING
DISTRICT

US SC HWY 76
ANDERSON, SC

REVISION	NO.	DATE	DESCRIPTION
	0	09/20/22	ISSUE FOR P&C APPROVAL

Project Manager	JAC
Project Engineer	WMA
Sheet Title	CONCEPT PLAN

Project Number	220612
Sheet Number	CP1
Date	09/19/2022



PROJECT INFORMATION:

SITE	
PROPOSED SITE	18.00 AC
PROPOSED RESIDENTIAL (8 BLDG / 22 UNITS EA)	14.44 AC
PROPOSED COMMERCIAL	4.00 AC

SWIMMING	
INTERNAL BUILDING SETBACKS	25'
BUILDING SETBACK AT HWY 76	50'
BUILDING SETBACKS	35'
BUILDING SETBACK FROM PARKING	10'
RESIDENTIAL OPEN SPACE PROVIDED	62.10%

PARKING	
1.5 SPACES PER 1 BR	101 REQUIRED
2 SPACES PER 2 AND 3 BR	218 REQUIRED
TOTAL REQUIRED PARKING	319
TOTAL SPACES PROVIDED	367
ADA SPACES PROVIDED	18



SCALE: 1"=200'-0"



ARTHREX DR
ARTHREX DR
ARTHREX DR

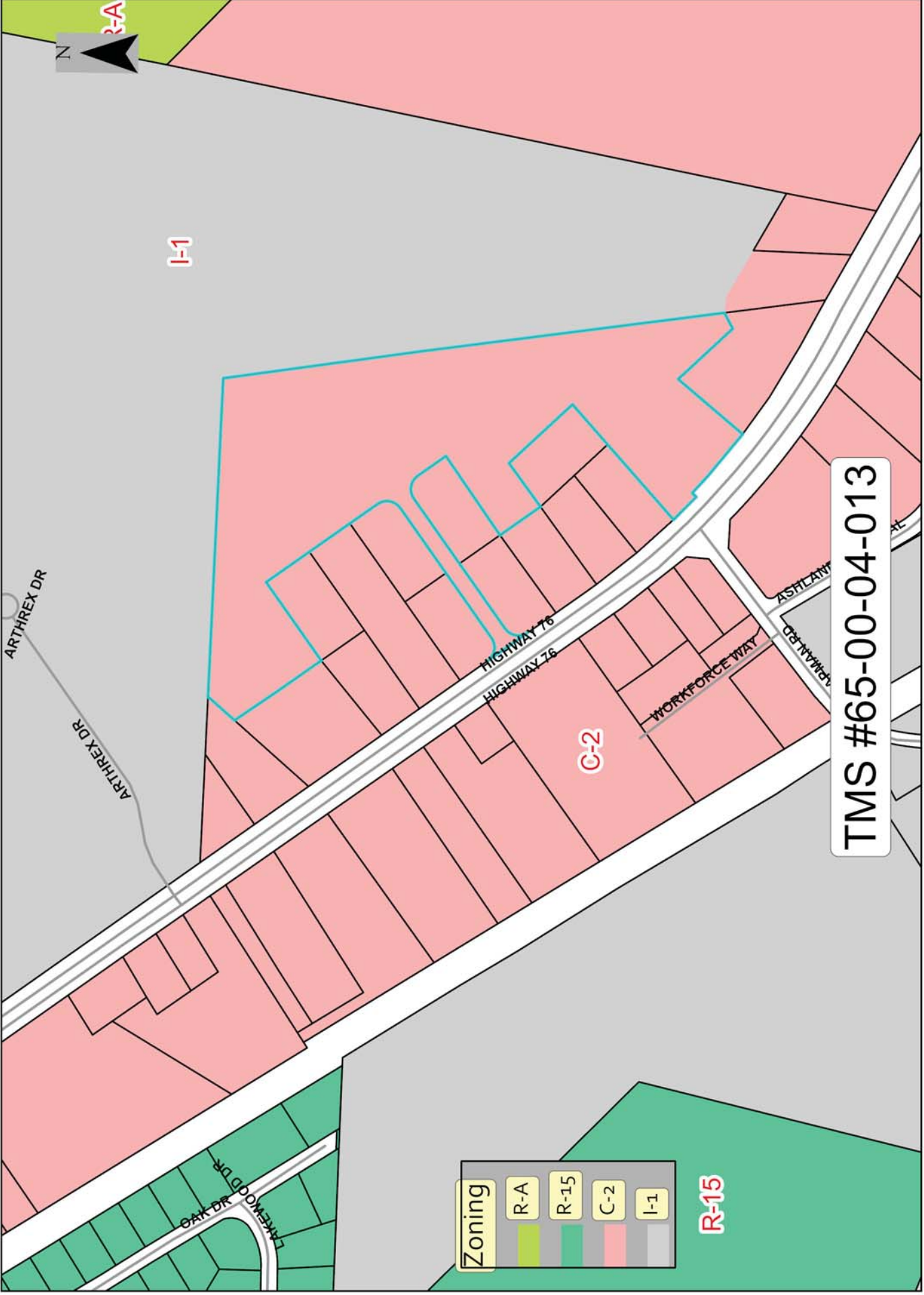
HIGHWAY 76
HIGHWAY 76

WORKFORCE WAY
WORKFORCE WAY

TMS #65-00-04-013

Aerial Photography

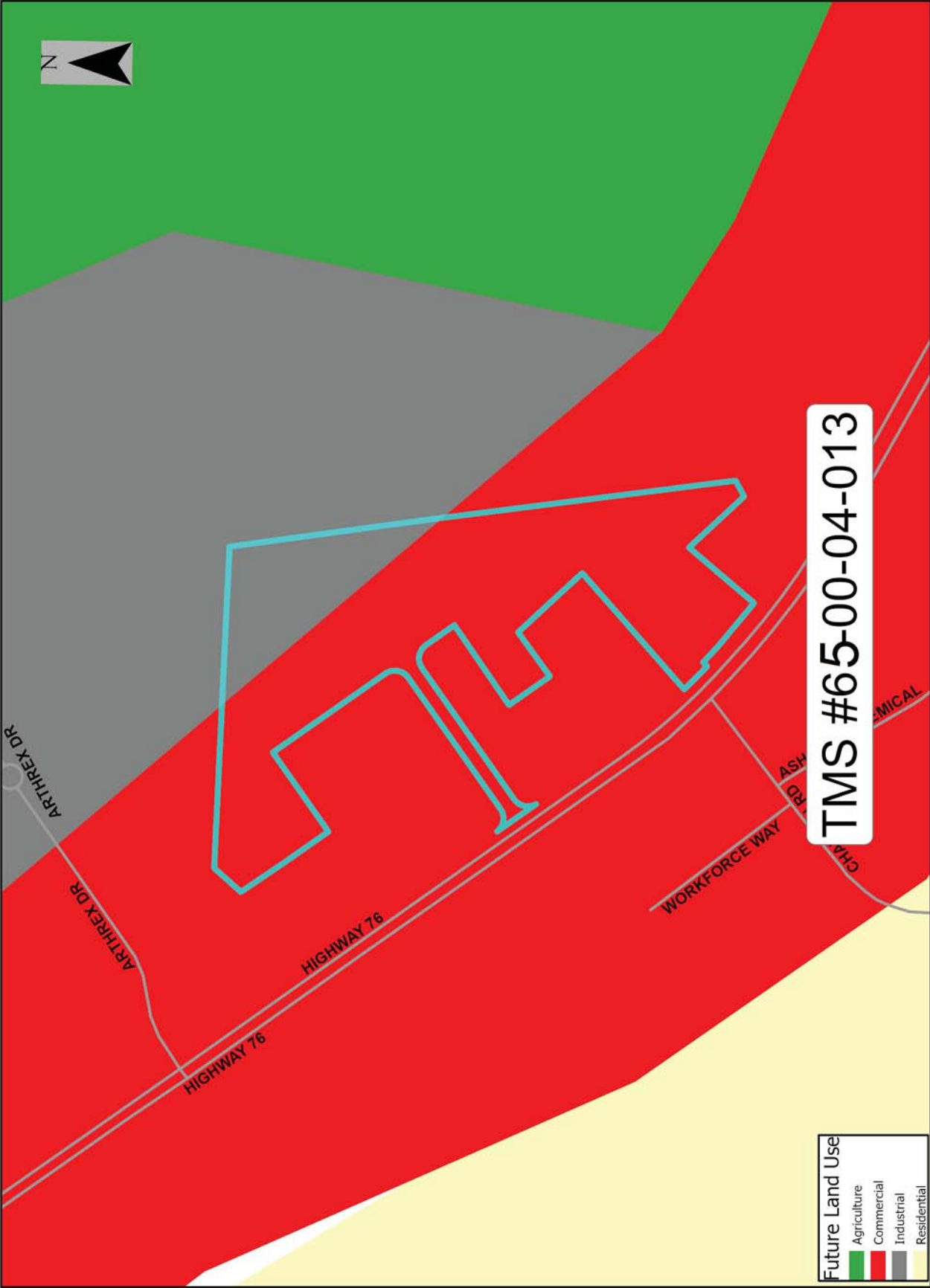
0 450 900 1,800 Feet



TMS #65-00-04-013

Zoning					
R-A	R-15	C-2	I-1		

R-15



ORDINANCE NO. 2022-033

**AN ORDINANCE TO AMEND THE DEFINITION OF “URBAN DISTRICTS”
RELATING TO SPEED HUMPS AS FOUND IN SECTION 59-21 OF THE ANDERSON
COUNTY CODE OF ORDINANCES; AND OTHER MATTERS RELATED THERETO.**

WHEREAS, Anderson County identifies the criteria and process for the installation of speed humps in Chapter 59 of the Anderson County Code of Ordinances; and

WHEREAS, the current definition of urban districts is insufficient because of the vagueness of the term “structure” contained within the definition; and

WHEREAS, the Anderson County Council has determined that the definition of urban districts should be amended to prevent confusion in the decision process for the installation of speed humps.

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

1. The second sentence of section 59-21 of the Code of Ordinances, Anderson County, South Carolina is hereby amended to read as follows:

Urban districts mean the territory contiguous to and including any street which is built up with structures devoted to business, industry, or dwelling houses situated at intervals of less than one hundred feet for a distance of a quarter mile or more.

2. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
4. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting duly assembled this _____ day of _____, 2022.

[SIGNATURE PAGE TO FOLLOW]

ATTEST:

Rusty Burns
Anderson County Administrator

Renee Watts
Clerk to Council

FOR ANDERSON COUNTY:

Tommy Dunn, District #5, Chairman

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: July 19, 2022
2ndReading: August 2, 2022
3rd Reading: August 16, 2022
Public Hearing: August 16, 2022

ORDINANCE 2022-034

AN ORDINANCE AUTHORIZING, UNDER CERTAIN CONDITIONS, THE EXECUTION AND DELIVERY BY ANDERSON COUNTY, SOUTH CAROLINA OF A SECOND AMENDED FEE IN LIEU OF TAXES AGREEMENT WITH PROJECT TRIANGLE WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES AND WOULD BE PROVIDED CERTAIN SPECIAL SOURCE CREDITS AGAINST FEE PAYMENTS; AND RELATED MATTERS

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (jointly hereinafter the "Act"), to acquire, or cause to be acquired, own, lease and dispose of properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry to construct, lease, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; to provide for a special source credit pursuant to the Act; and, to accept any grants for such projects through which the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State, and thus utilize and employ the manpower, agricultural products and natural resources of the State; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Project Triangle (the "Company") which was previously identified by the County as Project Triangle has requested the County to participate in adopting an ordinance, to provide by amendment for the inclusion of the Project (as defined herein) in the fee agreement previously entered into and previously amended by and between the County and the Company (the "Amended Fee Agreement" and as amended by this Ordinance, the "Second Amended Fee Agreement") pursuant to the Act for the purpose of authorizing and promoting the acquisition and inclusion of certain existing buildings or new buildings, and machinery, apparatus, and equipment (collectively, the "Project") in the County for the purpose of continuing the development of a facility for the purpose of the manufacturing and production of products in which the minimum level of investment subsequent to the amendment of the Fee Agreement will be not less than Two Hundred Million Dollars (\$200,000,000) and which will result in the hiring of not less than 350 new employees subsequent to January 1, 2022, all as more fully set forth in the Second Amended Fee Agreement attached hereto; and

WHEREAS, the Project is represented to the County by the Company to constitute a project, as defined in the Act; and

WHEREAS, the County Council, having previously determined in the Fee Agreement and the Amended Fee Agreement that the Company provides substantial employment for citizens of the County and areas adjacent thereto with a resulting alleviation of unemployment, and a substantial increase in payrolls and other public benefits incident to the conducting of industrial operations, proposes to authorize the Second Amended Fee Agreement and to execute and deliver the Second Amended Fee Agreement, to be granted under and pursuant to the provisions of the Act, and to be secured by and to contain such terms and provisions as are set forth in the Second Amended Fee Agreement, by and between the County and the Company, or its assigns; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing enhanced service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs; and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the Project will include certain infrastructure, as defined in the Act, to be owned, leased or used by the Company for the Project (the "Infrastructure"), and previously the County has previously placed the Project in the Anderson County and Greenville County Multi-County Industrial/Business Park (the "Park"); and

WHEREAS, the County has determined to enter into and execute the aforesaid Second Amended Fee Agreement and to that end has, by this Ordinance, authorized the execution of the Second Amended Fee Agreement containing the fee in lieu of tax, special source credits and infrastructure and improvements grant; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Second Amended Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax, special source credits; and

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

NOW, THEREFORE, BE IT ORDAINED by Anderson County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to

continue to develop and expand industrial facilities in the State, by the acquisition, inclusion and expansion of land, a building or buildings and various machinery, apparatus, equipment, office facilities and furnishings, all as a part of the Project to be utilized as a facility for the manufacturing and production of parts and products is hereby authorized, ratified and approved.

Section 2. The Second Amended Fee Agreement shall be a limited obligation of the County and all obligations of the County pursuant to the Second Amended Fee Agreement shall be payable solely out of the revenues derived by the County from the Second Amended Fee Agreement. The fee in lieu of tax, special source credits and infrastructure and improvements fee abeyances shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

Nothing in this Ordinance or the Second Amended Fee Agreement shall be construed as an obligation or commitment by the County to expend any of its funds other than the revenues derived by the County from the Second Amended Fee Agreement.

Section 3. The Second Amended Fee Agreement shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the County Council and shall be attested by the manual or facsimile signatures of the County Administrator and the Clerk to the County Council, and shall have the seal of the County impressed or imprinted thereon.

Section 4. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the Project constitutes a "project" as said term is referred to and defined in the Act, and the County's actions herein, and the execution and delivery of the Second Amended Fee Agreement will sub serve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) It is anticipated that the Project and the payments in lieu of taxes set forth herein will be beneficial to the County;

(c) The terms and provisions of the Second Amended Fee Agreement are incorporated herein and made a part hereof, but in the event of a conflict between the Ordinance and the Second Amended Fee Agreement authorized herein, the Amended Fee Agreement shall control;

(d) It is anticipated that the Project will benefit the general public welfare of the County by providing service, employment and other public benefits not otherwise provided locally;

(e) Neither the Project or the special source credits to defray the Infrastructure improvement costs thereof, nor any documents or agreements entered into by the County in

connection therewith will constitute or give rise to any pecuniary liability of the County or a charge against the general credit or taxing power of the County or any municipality;

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

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and

(h) The benefits of the Project will be greater than the costs.

Section 5. The form, terms and provisions of the Second Amended Fee Agreement presented to this meeting and filed with the Clerk to the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amended Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council, the County Administrator and the Clerk to the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Second Amended Fee Agreement in the name and on behalf of the County, and thereupon to cause the Second Amended Fee Agreement to be delivered to the Company and the County. The Second Amended Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Second Amended Fee Agreement now before this meeting. The Chairman of the County Council, the County Administrator and the Clerk to the County Council are hereby each authorized and directed to do any and all things necessary to affect the performance of all obligations of the County under and pursuant to the Amended Fee Agreement.

Section 6. Pursuant to the authority of the Act and subject to the limitations set forth in the Second Amended Fee Agreement, the County agrees to continue the special source credits now contained in the Second Amended Fee Agreement.

Section 7. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 8. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Second Amended Fee Agreement for the Project, to the extent and so long as the Company makes and continue to make all filings with the County otherwise required by the Act.

Section 9. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full

force from and after its passage and approval.

Passed and approved this _____, 2022.

ANDERSON COUNTY, SOUTH CAROLINA

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

(SEAL)

ATTEST:

By: _____
Rusty Burns, County Administrator
Anderson county, SC

ATTEST:

By: _____
Renee Watts, Clerk of County Council
Anderson County, South Carolina

Approved as to Form:

By: _____
Leon C. Harmon, County Attorney
Anderson County, South Carolina

First Reading: August 2, 2022
Second Reading: August __, 2022
Public Reading: September __, 2022
Third Reading: September __, 2022

RESOLUTION NO. R2022-042

A RESOLUTION AUTHORIZING, UNDER CERTAIN CONDITIONS, THE EXECUTION AND DELIVERY BY ANDERSON COUNTY, SOUTH CAROLINA OF A SECOND AMENDED FEE IN LIEU OF TAXES AGREEMENT WITH PROJECT TRIANGLE WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WOULD BE PROVIDED CERTAIN SPECIAL SOURCE CREDITS AGAINST FEE PAYMENTS; AND RELATED MATTERS

WHEREAS, Anderson County, South Carolina (the “County”), acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended (the “FILOT Statute”), to enter into agreements with any qualifying industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; through which powers the development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

WHEREAS, the County is recruiting an investment in the County by Project Triangle (the “Company”), for the expansion of and improvements to its facility to be used for manufacturing to be located in the County (the “Project”);

WHEREAS, the Council, in order to induce the Company to locate Project Triangle in the County, has been asked to commit to the Company that the Council will take certain actions and provide certain incentives, including i) amending an existing amended fee-in-lieu of taxes agreement (the Amended Fee Agreement), ii) and extending the initial investment period of the Amended Fee Agreement to ten (10) years pursuant to Section 12-44-30(13) and (iii) providing that the existing extension of 5 years shall commence subsequent to the tenth year of investment provided for hereunder (jointly hereinafter the “Second Amended Fee Agreement”) and by amending the Special Source Credit Agreement (the “SSC”) to be contained within the Second Amended Fee Agreement to provide, in addition to the SSC applicable to the existing investment, a SSC for the investments made in this Project as follows: i) 50% of the fees in lieu of tax payments (“FILOT Payment”) for the tax years 2023 through 2025, ii) 90% of the FILOT Payment for tax years 2026 through 2030, iii) 70% of the FILOT Payment for tax years 2031 through 2040, and iv) 50% of the FILOT Payment for tax years 2041 through 2047 and certain other benefits provide certain benefits to the Company by the Amended Fee Agreement, if the Company locates Project Triangle in the County;

WHEREAS, is anticipated that the Project will represent a minimum investment of Two Hundred Million Dollars (\$200,000,000) in taxable investment within the County on or before December 31, 2030 and will result in the hiring of at least 350 additional employees;

WHEREAS, it is anticipated that Project Triangle will employ 350 or more employees, which employees will be in addition to the current 1,160 employees as of January 1, 2022, and will be maintained until December 31, 2040;

WHEREAS, the County has determined and found after considering all relevant factors and criteria as prescribed by law that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, keeping of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and

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

NOW, THEREFORE, BE IT RESOLVED by the Anderson County Council that:

1. If the Company agrees to locate the Project in the County and to invest not less than Two Hundred Million (\$200,000,000) of new taxable investment in the Project and, by December 31, 2028 to hire 350 additional employees, the County shall enter into the Second Amended Fee Agreement that will provide the Company with the benefits allowed pursuant to the Second Amended Fee Agreement for thirty (30) years for each component of the Project placed in service during the remaining “Investment Period”, which investment period will be initially extended to 10 years and a further grant of a five year extension to continue to invest.

2. The County will provide, in addition to the SSC and fee in lieu of tax applicable to the existing investment, a SSC for the investments made in this Project as follows: i) 50% of the FILOT Payment for the tax years 2023 through 2025, ii) 90% of the FILOT Payment for tax years 2026 through 2030, iii) 70% of the FILOT Payment for tax years 2031 through 2040, and iv) 50% of the FILOT Payment for tax years 2041 through 2047, if the Company locates Project Triangle in the County; provided the Company must invest not less than Two Hundred Million Dollars (\$200,000,000) in new, qualifying, taxable investment and hire 350 or more employees, which employees will be in addition to the current 1,160 employees as of January 1, 2022, with such additional employees being maintained until December 31, 2040. If the Company has not reached 350 employees by December 31, 2028, or does not maintain at least 350 new employees until December 31, 2040, the SSC shall be reduced prospectively to 70% of the FILOT Payment for tax years 2029 through Tax year 2030 and to 50% of the FILOT Payment for tax years 2031 through 2047.

3. The County agrees to waive and forego Anderson County controlled and administered fees of up to \$1,000,000 (such as Building and Code Fees and Wastewater impact fee).

4. The provisions, terms and conditions of the Second Amended Fee Agreement shall be prescribed and authorized by subsequent ordinance(s) of the Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

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

6. It is the intention of the Council that this resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Statute.

APPROVED AND ADOPTED IN A MEETING THIS 2nd day of August 2022.

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

ATTEST:

By: _____
Rusty Burns, County Administrator
Anderson County, South Carolina

ATTEST:

By: _____
Renee Watts, Clerk to County Council
Anderson County, South Carolina

Approved as to Form:

By: _____
Leon Harmon, County Attorney
Anderson County, South Carolina



To: Mr. Rusty Burns

From: Robert Carroll

Date: 7/28 2022

J Davis Construction is requesting that the retainage for the new Fleet Building Project be reduced from 10% to 5%. This will require approval from County Council. If you have any questions, please let me know.



To: Mr. Rusty Burns

From: Robert Carroll

Date: 7/28 2022

Foothills Contracting Service is requesting that the retainage for the new KidVenture 2.0 Project be reduced from 10% to 5%. This will require approval from County Council. If you have any questions, please let me know.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this 20th day of July, 2022 by and between Anderson County, South Carolina ("Anderson County") and the Anderson County Fire Protection Commission (Fire Commission).

WHEREAS, Anderson County operates a Unified Emergency Communications Center and currently dispatches for the Anderson County Sheriff's Office, County EMS, County Environmental Enforcement, City of Anderson Fire and Police, City of Belton Fire and Police, Town of Honea Path Fire and Police, Town of Williamston Fire and Police, Town of Iva Police, Town of Pendleton Police, Town of West Pelzer Police and Tri-County Technical College Police;

WHEREAS, Anderson County Fire Protection Commission Fire Dispatch is currently located in the Anderson County Unified Emergency Communication Center and currently dispatches for 27 County Fire Departments, Anderson County Technical Rescue, Anderson County Dive Teams, and HAZMAT; and

WHEREAS, the Fire Commission desires to have its dispatch located under the County's Unified Emergency Communications System and Anderson County agrees to provide dispatch to entities under the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set for the and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Fire Commission presently has three (3) dispatchers and one (1) vacancy. Upon the effective date of this MOU, the dispatchers will become County employees.
2. For a three (3) year period the Fire Commission will pay to the County the annual sum of one hundred twelve thousand dollars (\$112,000.00), with the first installment to be paid on the effective date of the MOU and then annually on the anniversary date of the MOU. After expiration of the three (3) year period, the Fire Commission will not be obligated to pay any further annual installments.
3. Upon the effective date of this agreement the County will assume dispatch responsibility or all entities for which the Fire Commission presently provides dispatch services.
4. The initial term of this MOU shall be a period of three (3) years.

5. At the expiration of the initial term of the MOU, the MOU shall be automatically extended on a year to year basis unless terminated in writing by either Party upon giving six (6) months notice to the other party.
6. This MOU constitutes the entire agreement between the parties and there are no collateral contracts or agreements between the Parties related to the subject matter of this MOU.
7. This MOU may be amended or modified only by written agreement signed by the Parties.
8. The rights and objectives under this MOU are not assignable by the individual Parties.
9. Any notice, consent, or other communication given pursuant to this MOU will be in writing and will be effective either (1) when delivered personally to the Party for whom intended, (2) on the second business day following mailing by overnight courier service that is generally recognized as reliable, or (3) upon delivery and signature following mailing by certified mail, return receipt requested, postage prepaid, in any case addressed to such Party as set forth below or as a Party may designate by written notice given to the other party:

To Anderson County Fire Commission at:

210 McGee Road

Anderson, SC 29625

Attention: Chief Jimmy Fay Sutherland

To Anderson County at:

Anderson County

101 South Main Street

Anderson, South Carolina 29624

Attention: County Administrator

10. This MOU shall be governed by and construed under the laws of the State of South Carolina, without regard to conflicts of law principles.
11. In the event a dispute arises under this MOU, the Parties shall engage in non-binding mediation before any party files a lawsuit. Any suit must be filed in the Circuit Court for Anderson County as non-jury matter, and the Parties hereby WAIVE THEIR RIGHT TO A JURY TRIAL.

12. In the event that any term or provision of this MOU shall be declared invalid or unenforceable by a Court of Competent jurisdiction, the remainder of this MOU shall be considered severable and shall remain binding and enforceable.

13. The Parties to this MOU hereby certify that they have authority to enter into this MOU.

ENTERED into on the date written hereinabove.

Anderson County, South Carolina

BY: _____

Its: Administrator

Printed Name: Rusty Burns

Anderson County Fire Protection Commission

BY: Tommy Keaton

Its: Commissioner

Printed Name: Tommy Keaton



MEMORANDUM

ANDERSON COUNTY DEVELOPMENT STANDARDS

DATE: July 26, 2022

TO: Renee Watts
Clerk to Council

FROM: Tim Cartee
Land Development Administrator

CC: Holt Hopkins, Alesia Hunter

SUBJECT: Oaks at Shiloh Creek Subdivision Phase V

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

This will add 1,354 feet of paved roads to the county maintenance system.

Developer: Chris McCurdy
Location: Off Shiloh Church Road
County Council District: 6
Roads: Cane Hill Drive, Stone River Ave

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

Tommy Dunn
Chairman, District 5

John B. Wright Jr
Council District 1

Ray Graham
Council District 3

Cindy Wilson
Council District 7

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee Watts
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

Rusty Burns | County Administrator
rburns@andersoncountysc.org



MEMORANDUM

ANDERSON COUNTY ROADS AND BRIDGES

DATE: 7/17/2022

TO: Alesia Hunter
Development Standards

FROM: Norman McGill
Roadway Management Supervisor

CC: Holt Hopkins

SUBJECT: Phase 5 of Oaks at Shiloh Subdivision

To the best of my ability, I certify that there are no known drainage issues in **Oaks at Shiloh Subdivision Phase 5** on the roads listed below. All drainage facilities and roadways within the proposed county right of way meet the county standards that were approved by the Planning Commission from the preliminary plat. The roads of this phase of the subdivision are now eligible to be considered for acceptance into the county maintenance system. This will add **1,354** feet of paved roads to the county maintenance system.

District: 6

Location: Oaks at Shiloh Subdivision

Roads: Cane Hill Drive (P-01-0307), Stones River Avenue (P-01-0409)

Tommy Dunn
Chairman, District 5

John B. Wright
Council District 1

Ray Graham
Council District 3

Cindy Wilson
Council District 7

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

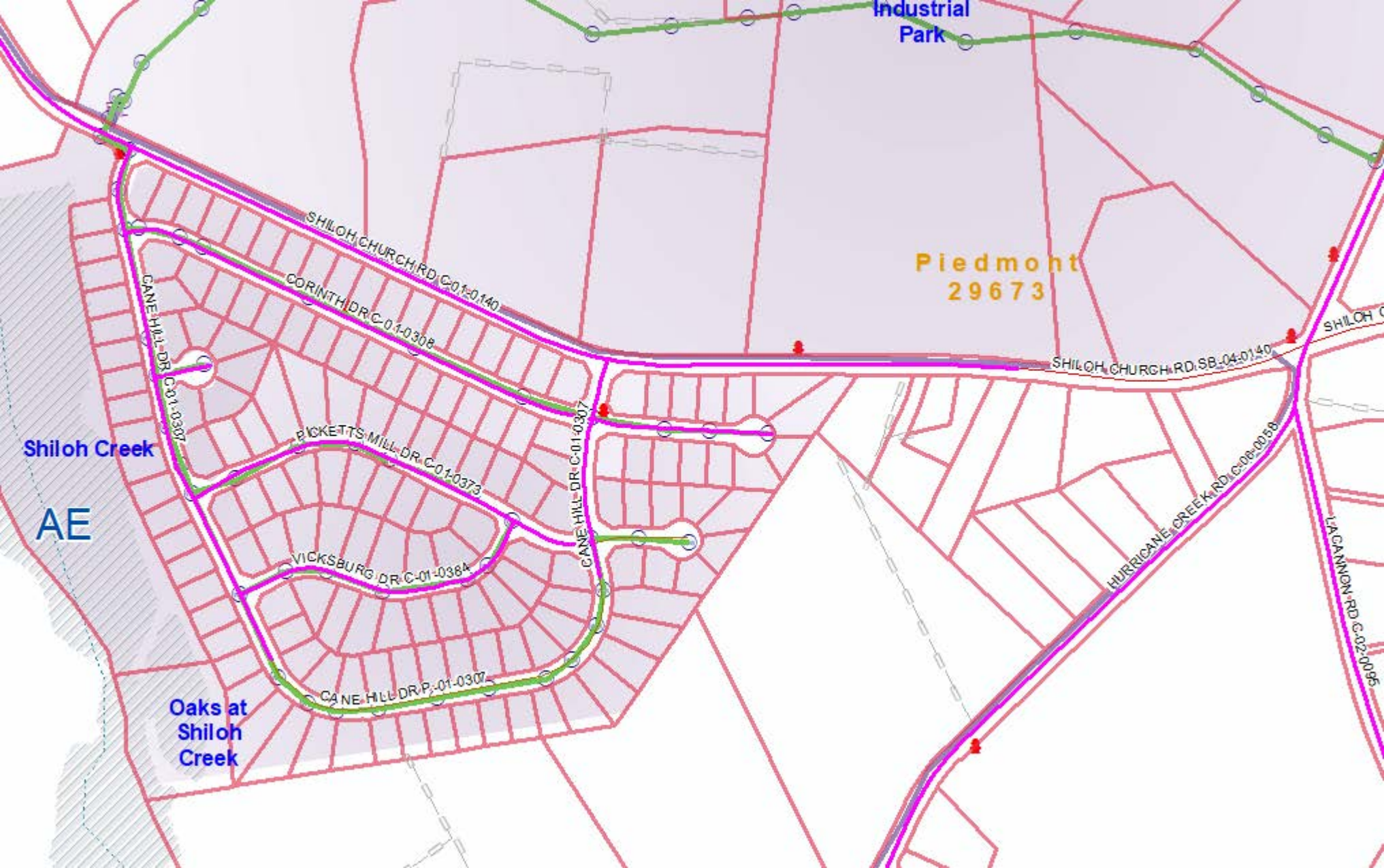
Jimmy Davis
Council District 6

Renee Watts
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

Rusty Burns | County Administrator
rburns@andersoncountysc.org

Roads & Bridges Department



Industrial
Park

Piedmont
29673

Shiloh Creek

AE

Oaks at
Shiloh
Creek

SHILOH CHURCH RD C-01-0140

CORINTH DR C-01-0308

PICKETTS MILL DR C-01-0373

VICKSBURG DR C-01-0384

CANE HILL DR P-01-0307

CANE HILL DR C-01-0307

SHILOH CHURCH RD SB-04-0140

HURRICANE CREEK RD C-02-0058

LA CANNON RD C-02-0095



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 1, 2, 3, 4, 5, 6, 7

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:
American Red Cross Upstate South Carolina Chapter
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
\$1,000.00
3. The purpose for which the funds are being requested: Support of tennis tournament with proceeds to be used toward Red Cross services in Anderson County
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
Yes. Documentation of exempt status from SC Sec of State's office attached.
5. Contact Person: Jamie Raichel, Executive Director
Mailing Address: 940 Grove Road, Greenville, SC 29605
Phone Number: 864 399 4046
Email: jamie.raichel@redcross.org
6. Statement as to whether the entity will be providing matching funds:
Tournament sponsorships will provide 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.

Jamie Raichel
Signature

Jamie Raichel
Print Name

7/19/22
Date

South Carolina Secretary of State

Mark Hammond

Search

Search Charities

[Charities Search Home](#)

[<< Back to Search Results](#)

American Red Cross

Public Id: P20932

Mr Rod Tolbert , CEO

2424 City Hall Ln

N CHARLESTON, SC 29406-9239

Status: Exempt. This organization is not required to file annual financial reports. For information about exemptions refer to the [Solicitation of Charitable Funds Act](#).

Disclaimer: The South Carolina Secretary of State's Charities Search Webpage is provided as a service to customers to research charitable organizations on file with our office, or that have been the subject of an administrative action. Users are advised that the Secretary of State, the State of South Carolina, or any agency, office, or employee of the State of South Carolina do not guarantee the accuracy, reliability, or timeliness of the information provided, as it is the responsibility of the charity to inform the Secretary of State of any updated information. Furthermore, the information provided does not constitute legal advice.

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RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: ALL

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:
Anderson County Chapter of the South Carolina Genealogical Society Inc
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
\$4,000.00
3. The purpose for which the funds are being requested:
Replace aging equipment, add printer and cartridges, add additional books for research, add additional software for research, upgrade Ancestry membership, other misc items.
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
Yes. Evidence attached.
5. Contact Person: Howard T. "Ted" Burgess
Mailing Address: 110 Federal Street, Anderson, SC 29625-4363
Phone Number: Business 0 864-540-8300 Cell: 864-617-0635
Email: acgsresearch@gmail.com Website: <https://www.andersoncounty.scgen.org/>
6. Statement as to whether the entity will be providing matching funds:
No matching funds available

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


Signature

Howard T Burgess
Print Name

07/21/2022
Date



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
EXEMPTION CERTIFICATE

ST-9 (Rev. 9/9/03) 5011

NOT VALID WHEN EXTENDED
TO CONSTRUCTION
CONTRACTORS THEIR
SUB-CONTRACTORS, OR
THEIR MATERIAL SUPPLY
MEN.

- CERTIFICATE VALID ONLY IF ALL APPLY ***
- 1) PURCHASES WILL BE RESOLD
 - 2) PROCEEDS ARE USED FOR AN EXEMPT PURPOSE
 - 3) NO PROFIT WILL INURE TO ANY INDIVIDUAL

SC GENEALOGICAL SOCIETY INC THE
PO BOX 24526
COLUMBIA, SC 29224 4526

This certificate is issued in accordance with Section 12-36-2120 of Article 21, Section 12-36-120 of Article 1, Section 12-36-2510 of Article 25 of Chapter 36 of title 12, Section 58-25-80 of title 58, or Section 44-96-160(V)(1) of title 44 of the Code of Laws of South Carolina 1976, as amended.

CERTIFICATE ISSUED TO:
SOUTH CAROLINA GENEALOGICAL SOCIETY
2917 WOODWAY LANE
COLUMBIA, SC 29223
REISSUE CERTIFICATE

CERTIFICATE NUMBER 1468116-004
DATE ISSUED: 09/02/08
EXEMPTIONS: 48

NOTICE:

The numbers in parentheses, which are a part of your certificate number, have reference to the specific type(s) of exemptions granted by this certificate. Should this property be diverted to a taxable use, liability for payment of the tax thereon rests with your company. In the event the nature of your operations changes, you should notify the Department of Revenue immediately as this could affect the validity of this certificate.

SCHEDULE OF EXEMPTION UNDER SECTION 12-36-2120 of Article 21

- (7) Coal, or coke or other fuel sold to manufacturers, electric power companies, and transportation companies for:
 - (a) Use or consumption in the production of by-products;
 - (b) The generation of heat or power used in manufacturing tangible personal property for sale. For purposes of this item, 'manufacturer' or 'manufacturing' includes the activities of a processor;
 - (c) The generation of electric power or energy for use in manufacturing tangible personal property for sale; or
 - (d) The generation of motive power for transportation. For purposes of this item, 'manufacturing' includes the activities of mining and quarrying.
- (9) Supplies and machinery used by laundries, cleaning, dyeing, pressing or garment or other textile rental establishment in the direct performance of their primary function, but not sale of supplies and machinery used by coin-operated laundromats;
- (11) Wrapping paper, wrapping twine, paper bags and containers, used incident to the sale and delivery of tangible personal property;
- (12) Electricity use by cotton gins, manufacturers, miners, or quarriers to manufacture, mine, or quarry tangible personal property for sale. For purposes of this item, 'manufacturer' or 'manufacturing' includes the activities of processors.
- (13) Machines used in manufacturing, processing, recycling, compounding, mining, or quarrying tangible personal property for sale. 'Machines' include the parts of machines, attachments, and replacements used, or manufactured for use, on or in the operation of the machines and which (a) are necessary to the operation of the machines and are customarily so used, or (b) are necessary to comply with the order of an agency of the United States or this State for the prevention or abatement of pollution of air, water, or noise that is caused or threatened by any machine used as provided in this section. This exemption does not include automobiles or trucks. As used in this item 'recycling' means any process by which materials that otherwise would become solid waste are collected, separated, or processed and reused, or returned to use in the form of raw materials or products, including composting, for sale. In applying this exemption to machines used in recycling, the following percentage of the gross proceeds of sale, or sales price of, machines used in recycling are exempt from the taxes imposed by this chapter: Fiscal Year of Sale Percentage, Fiscal year 1997-98 fifty percent; after June 30, 1998, one hundred percent.

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence, Non-Profit Corporation

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

SOUTH CAROLINA GENEALOGICAL SOCIETY, INC. THE, a Non-Profit Corporation duly organized under the laws of the State of South Carolina on January 7th, 1971, has as of the date hereof filed as a non-profit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, and has paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-31-1404 of the South Carolina code and that the non-profit corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
23rd day of August, 2012.

Mark Hammond
Mark Hammond, Secretary of State



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 1-7

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:
Westside Community Center through Leadership Anderson Class 37
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
\$1,500 from each of the 7 districts
3. The purpose for which the funds are being requested:
Leadership Anderson class 37 has selected the WCC as its benefactor for its class project. These funds would focus on a new gym floor, scoreboard and other cosmetic and functional needs for the gymnasium.
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
Yes. Our fundraising campaign is going through foothills community foundation.
5. Contact Person: Bryce Nivens
Mailing Address: 1708 Park Dr. Anderson SC 29625
Phone Number: 864-980-9044
Email: brycenivens@worldinsurance.com
6. Statement as to whether the entity will be providing matching funds:
The entity will not be providing matching funds for this fundraising source. However, this is estimated to be an \$80,000 project and Leadership Anderson is charged with providing the remaining 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.


Signature

Bryce Nivens
Print Name

6/27/22
Date



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 03

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:
CRESCENT HIGH SCHOOL ANGLERS
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$4133.70
3. The purpose for which the funds are being requested:
NEW TROPHY CASE
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: TERESA KAY
Mailing Address: 1006 TROTTER Rd
Phone Number: 864-314-1898
Email: CHS ANGLERS@gmail.com
6. Statement as to whether the entity will be providing matching funds:
WE WILL HAVE TO RAISE THE REMAINING 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.

Signature

Print Name

Date

7-15-22



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: ALL

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:
United Way of Anderson County through Young Philanthropists & AnMed Health PROS for the Young Professionals Gala
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): A total of \$5,000.00
3. The purpose for which the funds are being requested: To fund Safe Kids Water Safety life jacket stations and life jackets around Lake Hartwell in Anderson County
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: Britton Rodgers
Mailing Address: 604 North Murray Ave Anderson, SC 29625
Phone Number: 864-226-3438
Email: britton@uwandsc.org
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.

Britton Rodgers

Signature

Print Name

7/25/22

Date

Internal Revenue Service**Department of the Treasury**

**P. O. Box 2508
Cincinnati, OH 45201**

Date: July 17, 2000

**Foothills United Way Inc.
P.O. Box 2067
Anderson, SC 29622-2067**

Person to Contact:

**Bob Edwards 31-04014
Customer Service Representative**

Toll Free Telephone Number:

**8:00 a.m. to 9:30 p.m. EST
877-829-5500**

Fax Number:

513-263-3756

Federal Identification Number:

57-0510602

Dear Sir or Madam:

This is in response to your request for a letter affirming your organization's exempt status.

In June 1968, we issued a determination letter that recognized your organization as exempt from federal income tax under section 101(6) of the Internal Revenue Code of 1939 (now section 501(c)(3) of the Internal Revenue Code of 1986). That determination letter is still in effect.

We classified your organization as a publicly supported organization, and not a private foundation, because it is described in sections 509(A)(1) and 170(b)(1)(A)(vi) of the Code. This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's purposes, character, method of operations, or sources of support have changed, please let us know so we can consider the effect of the change on the organization's exempt status and foundation status.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

As of January 1, 1984, your organization is liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more the organization pays to each of its employees during a calendar year. There is no liability for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

-2-

Foothills United Way Inc.
57-0510602

Donors may deduct contributions to your organization as provided in section 170 of the Code.

Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

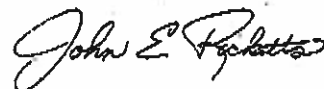
Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the permanent records of the organization.

If you have questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



John E. Ricketts, Director, TE/GE
Customer Account Services

RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

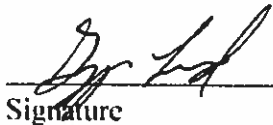
DISTRICT: Six (Jimmy Davis)
Four (Brett Sanders)

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

1. Name of entity requesting recreation fund appropriation: **CESA Tri County**
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): **\$7000.00**
3. The purpose for which the funds are being requested:
Chemical Turf Program at Hurricane Springs Park soccer field- Through Upstate Turf Professionals. This money also helps field maintenance, fence and lighting upkeep. Due inflation in all prices for field upkeep, water, and supplies.

Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? Yes If so, please attach evidence of that good standing.
4. Contact Person: **Gregg Land**
Mailing Address: **18 Boland Court Greenville, SC 29615**
Phone Number: **864-423-9384**
5. Statement as to whether the entity will be providing matching funds: **CESA Tri-County invests this amount and more in field maintenance.**

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


Signature

/ Gregg Land
Print Name

7/28/2022
Date

The State of South Carolina



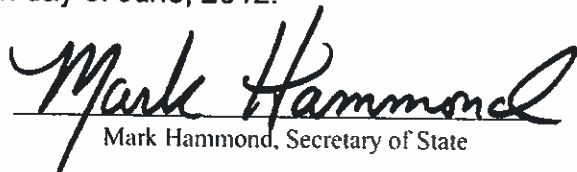
Office of Secretary of State Mark Hammond

Certificate of Existence, Non-Profit Corporation

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

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

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


Mark Hammond, Secretary of State