



AGENDA
Special Presentation Meeting
Tuesday, August 15, 2023, at 6:00 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. RESOLUTIONS/PROCLAMATION:

- a. 2023-026:** A Resolution honoring and recognizing the Crescent Elite Shooters team for their many successes; and other matters related thereto.

Hon. Greg Elgin

- b. 2023-035:** A Resolution congratulating the Palmetto High School JROTC upon receiving the Air Force Junior ROTC 2022-2023 Distinguished Unit award and the Air Force Junior ROTC 2022-2023 "Silver Star" Community Service with Excellence award; and other matters related thereto.

Hon. Cindy Wilson

- c. 2023-036:** A Resolution congratulating the Town of West Pelzer for being awarded the Municipal Association of South Carolina's Achievement Award for superior and innovative efforts in local government.

Hon. Cindy Wilson

3. ADJOURNMENT

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, August 15, 2023, 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.

3. APPROVAL OF MINUTES

July 18, 2023
minutes not received August 1, 2023

Tommy Dunn
Chairman, District Five

John B. Wright, Jr.
District One

Greg Elgin
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



4. CITIZENS COMMENTS

Agenda Matters Only
THREE MINUTE TIME LIMIT

5. PIEDMONT HISTORICAL PRESERVATION SOCIETY PRESENTATION

Mr. Joe Hursey (allotted 10 minutes)

6. ORDINANCE THIRD READING:

- a. **2023-027:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (Workforce Housing) of Anderson and Greenville Counties so as to enlarge the park to include certain property of Gordon Street Affordable, LP; and other matters related thereto. (**PUBLIC HEARING THREE MINUTE TIME LIMIT**)

Mr. Rusty Burns (allotted 5 minutes)

- b. **2023-028:** An Ordinance authorizing the execution and delivery of a special source revenue credit agreement by and between Anderson County, South Carolina and Soli Organic Inc, with respect to special source revenue credits to be applied against fee in lieu of tax payments related to certain investments in the County; and other matters related thereto. (**PUBLIC HEARING THREE MINUTE TIME LIMIT**)

Mr. Rusty Burns (allotted 5 minutes)

7. ORDINANCE SECOND READING:

- a. **2023-029:** An Ordinance to amend section 8-79, related to building codes, of the Anderson County Code of Ordinances; and other matters related thereto.

Mr. Jordan Thayer (allotted 5 minutes)

- b. **2023-030:** An Ordinance to amend sections 10-20 through 10-36, related to junkyards and open storage, of the Anderson County Code of Ordinances; and other matters related thereto.

Mr. Jordan Thayer (allotted 5 minutes)

8. ORDINANCE FIRST READING:

- a. **2023-031:** An Ordinance authorizing the execution and delivery of a special source credit agreement by and between Anderson County, South Carolina, Lake Hartwell Development Group LLC, D/B/A The Shores of Asbury with respect to certain economic development property in the County, whereby such property will receive certain special source credits in respect of investment in related infrastructure; and other matters related thereto. (Project Shoreline)

Mr. Burriss Nelson (allotted 5 minutes)

- b. **2023-032:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park to include certain property of Lake Hartwell Development Group LLC, D/B/A The Shores of Asbury and other matters related thereto. (Project Shoreline)

Mr. Burriss Nelson (allotted 5 minutes)

- c. **2023-033:** An Ordinance to approve the first amendment to sublease agreement between Anderson County, South Carolina, and Lake Hartwell Development Group LLC D/B/A The Shores of Asbury for the Asbury Park site on Lake Hartwell; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

9. RESOLUTIONS: None



10. APPROVAL OF CONCESSION SUB-LEASE AGREEMENT BETWEEN LAKE HARTWELL DEVELOPMENT GROUP LLC DBA THE SHORES OF ASBURY WITH SALEIDO DBA EL ARRIERO AT THE SHORES

Mr. Burriss Nelson

11. OPIOID RECOVERY FUND PROPOSAL

Mr. Rusty Burns

12. APPROVAL OF PURCHASING CARD

Ms. Rita Davis

13. TAX LEVY CERTIFICATION

Ms. Rita Davis

14. CHANGE ORDERS/BID APPROVALS:

- a. Bid #24-001 ACTC #132 Resurfacing Project

Mr. Rusty Burns

15. APPOINTMENTS:

- a. Library Board: Wendy Tucker
b. Library Board: Sara Crocker

Mr. Jimmy Davis
Ms. Cindy Wilson

16. REQUEST BY COUNCIL:

- a. Piedmont Historical Preservation Society-All Districts
b. Piedmont Emergency Relief Center-District 6
c. Anderson County Chapter of the SC Genealogical Society-All Districts
d. South Main Chapel and Mercy Center-All Districts
e. CESA Tri County-Districts 4 & 6

17. ADMINISTRATOR'S REPORT:

- a. Building and Codes Report
b. Budget Transfers
c. Paving
d. Special Projects

18. CITIZENS COMMENTS

Non-Agenda Matters
THREE MINUTE TIME LIMIT

19. REMARKS FROM COUNCIL

20. ADJOURNMENT

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

RESOLUTION #2023-026

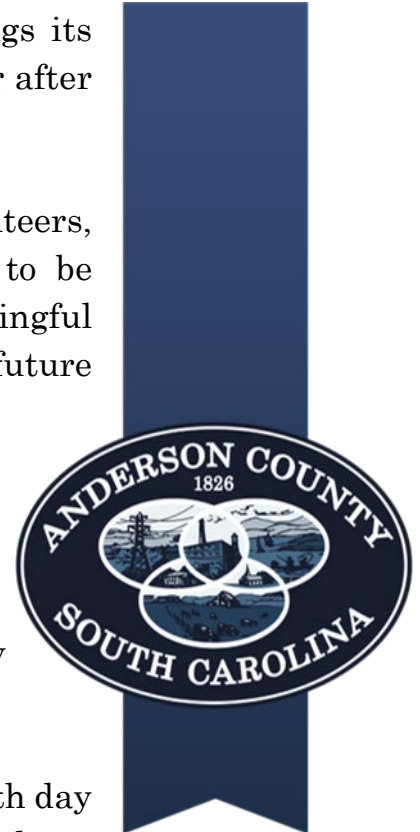
A RESOLUTION HONORING AND RECOGNIZING THE CRESCENT ELITE SHOOTERS TEAM FOR THEIR MANY SUCCESSES; AND OTHER MATTERS RELATED THERETO.

Whereas, the Crescent Elite Shooters sporting clays team brings its school and the wider community great pride and recognition year after year; and

Whereas, the team's student competitors, the coaches, the volunteers, and everyone in the community who supports the team are to be commended for providing young people with such a meaningful community within which they flourish and prepare to be the future leaders our county needs; and

Whereas, following two national championships in 2022 and 2023, the team has continued to compete at an extremely high level this season, honoring and carrying on the singular spirit of their former head coach, the late Lester Brock, who recently passed away;

Therefore, be it resolved, in a meeting duly assembled this fifteenth day of August 2023, that the Anderson County Council hereby congratulates the Crescent Elite Shooters for their accomplishments and wishes each of you great success in your future endeavors.



FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

John B. Wright, Jr.
District One

Glenn Davis
District Two

Greg Elgin
District Three

Brett Sanders, Vice-Chairman
District Four

Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council

RESOLUTION #2023-035

A RESOLUTION CONGRATULATING THE PALMETTO HIGH SCHOOL JROTC UPON RECEIVING THE AIR FORCE JUNIOR ROTC 2022-2023 DISTINGUISHED UNIT AWARD AND THE AIR FORCE JUNIOR ROTC 2022-2023 “SILVER STAR” COMMUNITY SERVICE WITH EXCELLENCE AWARD; AND OTHER MATTERS RELATED THERETO.

Whereas, the objectives of the Junior ROTC program—located in close to 870 high schools across the United States and abroad with an enrollment of more than 100,000 cadets who complete more than 1.6 million hours of community service each year—are to educate and train high school cadets in citizenship and life skills, promote community service, instill responsibility and self-discipline through character education, and to provide instruction in air and space fundamentals; and

Whereas, the Palmetto High School Air Force Junior ROTC is open for enrollment to middle and high school students who are in the 8th to 12th grades; and

Whereas, for the sixteenth year, the Palmetto High School AFJROTC has won the Air Force Junior ROTC Distinguished Unit Award. This award recognizes units that have performed well above and beyond normal expectations, and that have distinguished themselves through outstanding service to their school and community while meeting the Air Force Junior ROTC citizen development mission for America. The “Silver Star” Community Service with Excellence Award recognizes the top 5 percent of all AFJROTC units, and this is the eighth year the school has received this prestigious award.

Now, therefore, be it resolved that the Anderson County Council hereby congratulates the Palmetto High School AFJROTC, instructors Lt. Col Mike Creamer and Msgt David Livingston, expresses the community’s pride in their accomplishments, and thanks them for representing Anderson County so well in service to their community and country.

Resolved in a meeting duly assembled this 15th day of August 2023.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

John B. Wright, Jr.
District One

Glenn Davis
District Two

Greg Elgin
District Three

Brett Sanders, Vice-Chairman
District Four

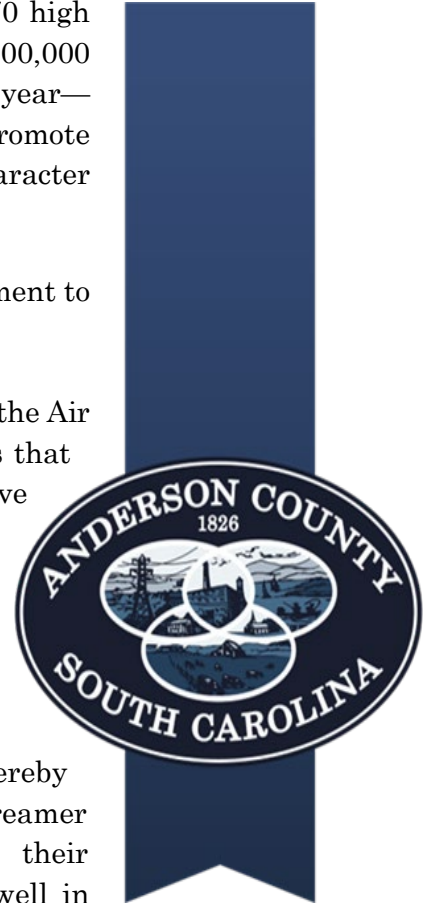
Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council



RESOLUTION 2023-036

A RESOLUTION CONGRATULATING THE TOWN OF WEST PELZER FOR BEING AWARDED THE MUNICIPAL ASSOCIATION OF SOUTH CAROLINA'S ACHIEVEMENT AWARD FOR SUPERIOR AND INNOVATIVE EFFORTS IN LOCAL GOVERNMENT.

Whereas the Town of West Pelzer has a rich history as a healthy place to live, work, and play, and—as a progressive municipality that builds relationships and community in residents' lives and Anderson County as a whole—is forever being revitalized, rejuvenated, and re-energized through new businesses and growth of core values and vision; and

Whereas the Municipal Association of South Carolina (MASC) accepts award entries each spring from member municipalities to provide officials and employees the opportunity to receive deserved recognition for superior and innovative efforts and to share the best public service ideas in South Carolina; and

Whereas the Town of West Pelzer received the MASC award for excellence in planning and implementation that “[aims] to reverse the decline of its downtown Frankville Business District and transform it into a vibrant commercial space...[seeking] to reinvigorate commerce, reinvent existing spaces and encourage intentional growth...[obtaining] more than \$75,000 in grant funds [to] guide...such projects as passive parks, new downtown public spaces, landscaping, and on-street parking;”

Now, therefore, be it resolved, in a meeting duly assembled this fifteenth day of August 2023, that the Anderson County Council congratulates the Town of West Pelzer on this statewide recognition and expresses gratitude to the Town's officials, staff, and residents for the great partnership between the County and the Town, which makes possible a higher level of service to the residents of Anderson County.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

John B. Wright, Jr.
District One

Glenn Davis
District Two

Greg Elgin
District Three

Brett Sanders, Vice-Chairman
District Four

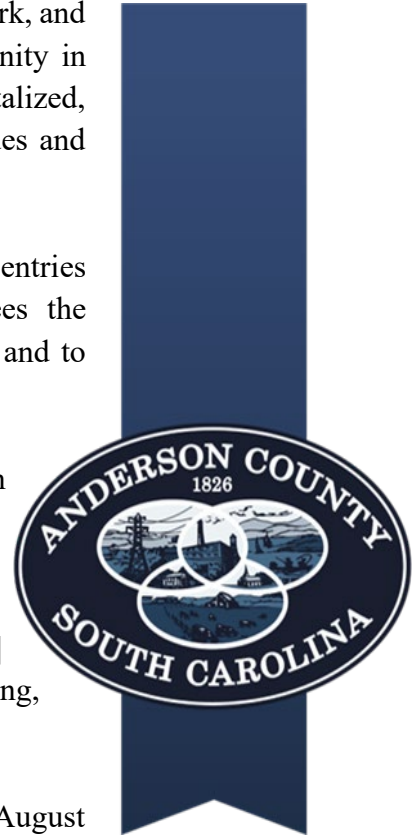
Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council



State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
JULY 18, 2023

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS

1 TOMMY DUNN: I'd like to
2 call to order our special presentation meeting of
3 Tuesday, July 18th, 2023. I want to welcome everyone
4 here and thank y'all for coming out tonight.
5 For everybody to know, item number 2(a), Resolution
6 and Proclamation honoring Crescent Elite Shooters has
7 been pulled. They wouldn't make it; had some trouble
8 getting here. So we'll do that at another meeting for
9 Mr. Elgin to get lined up.
10 We're going to move on to 2(b), 2023-030, Ms.
11 Wilson.
12 CINDY WILSON: Thank you, Mr.
13 Chairman. And welcome to our fishing team from
14 Palmetto.
15 THIS IS A RESOLUTION CONGRATULATING BRYSON GURLEY
16 AND ETHAN EVATT FOR QUALIFYING FOR THE HIGH SCHOOL
17 FISHING WORLD FINALS AND NATIONAL CHAMPIONSHIP.
18 Whereas, Bryson Gurley and Ethan Evatt are rising
19 seniors and have fished with the Palmetto Fishing Team
20 for three years and qualified for the 2023 14th Annual
21 High School Fishing World Finals and National
22 Championship held on the Mississippi River in LaCrosse,
23 Wisconsin; and
24 Whereas, Bryson and Ethan competed against 1,179
25 participants with 419 boats in the 3-day tournament
26 taking the lead on Day 1 winning daily big bass. The
27 team finished 28th in the world with captain Tony
28 Holliday; and
29 Whereas, Bryson and Ethan also qualified for the
30 Strike King Bassmaster High School Championship which
31 will be held on Lake Hartwell July 27-29.
32 Therefore, be it resolved, in a meeting duly
33 assembled this 18th day of July 2023, that the Anderson
34 County Council hereby congratulates Bryson Gurley and
35 Ethan Evatt for their accomplishments, thanks them for
36 representing Anderson County so well on the national
37 stage, and wishes them the best of luck as they fish in
38 the Bassmaster High School Championship!
39 May I put that in the form of a motion, Mr.
40 Chairman.
41 TOMMY DUNN: Yes, ma'am. We
42 have a motion. Have a second?
43 JOHN WRIGHT: Second.
44 TOMMY DUNN: Second
45 Councilman Elgin. Any discussion? All in favor of the
46 motion show of hands. All opposed like sign. Show the
47 motion carries unanimously.
48 Ms. Wilson.
49 CINDY WILSON: May I have my
50 fellow Council members and these wonderful young people

1 and their ...
2 TOMMY DUNN: That will
3 conclude this part of our Council meeting. We'll
4 reconvene back here at 6:30 to start our regular
5 Council meeting. Thank y'all very much.
6
7 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:05 P.M.)**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
JULY 18, 2023

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS

1 TOMMY DUNN: At this time, I'd
2 like to call the regular Anderson County Council
3 meeting of July 18th to order of 2023. I'd like to
4 welcome everyone here and thank y'all for coming out
5 tonight.

6 First order of business, for the record, Councilman
7 Jimmy Davis is not here tonight. He's out of town on
8 vacation.

9 And at this time I'd like to ask Councilman Glenn
10 Davis if he would lead us in the invocation and pledge
11 of allegiance.

12 GLENN DAVIS: Let us pray.

13 **INVOCATION AND PLEDGE OF ALLEGIANCE BY GLENN DAVIS**

14 TOMMY DUNN: At this time
15 are there any corrections to be made to the May 8th
16 minutes? Do we have a motion to move them forward?
17 Motion by Ms. Wilson to move forward. Do we have a
18 second?

19 GREG ELGIN: Second.

20 TOMMY DUNN: Second by
21 Councilman Elgin. All in favor of the motion show of
22 hands. All opposed like sign. Show the motion carries
23 unanimously.

24 Are there any corrections to be made to the June
25 6th, 2023 Council meeting? Anybody have any? Ms.
26 Wilson makes a motion to move these forward. Do we
27 have a second?

28 GLENN DAVIS: Second.

29 TOMMY DUNN: Second by
30 Councilman Glenn Davis. All in favor of the motion
31 show of hands. All opposed like sign. Show the motion
32 carries unanimously.

33 We're going to move on to item number 4, citizens'
34 comments. As Mr. Harmon calls your name, please state
35 your name and district for the record. Address the
36 chair. And you have three minutes. And on the first
37 go around, keep on agenda items only. Mr. Harmon.

38 LEON HARMON: Mr.

39 Chairman, no one is signed up to speak.

40 TOMMY DUNN: We're going
41 to move on to 5(a), third reading, Ordinance 2023-018,
42 an Ordinance authorizing the execution and delivery of
43 an amendment to fee in lieu of tax and special source
44 credit agreement by and between Anderson County, South
45 Carolina and Gray Industrial Realty 7, LLC for the
46 purpose of modifying the special source credits to be
47 provided thereunder; and other matters related thereto.
48 This is Project Little Brother.

49 This will be a public hearing. Anyone wishing to
50 speak to this matter, please step forward and state

1 your name and district and address the chair, please.
2 Anyone at all? Seeing and hearing none, the public
3 hearing will be closed.
4 Do we have a motion to move this forward?
5 CINDY WILSON: So moved.
6 TOMMY DUNN: Motion Ms.
7 Wilson. Do we have a second?
8 BRETT SANDERS: Second.
9 TOMMY DUNN: Second by
10 Councilman Sanders. Any discussion?
11 CINDY WILSON: May I?
12 TOMMY DUNN: Yes, ma'am.
13 Ms. Wilson.
14 CINDY WILSON: While we
15 come this investment in our county, it's been noted in
16 my district that these spec warehouse type developments
17 really don't fit in real well sometimes. So my request
18 continues on this, and I think Mr. Nelson got an
19 agreement with Gray Industrial to do a little better
20 landscaping than what we saw at the FedEx building.
21 We're just making -- to blend in better. Because these
22 are all big buildings. And they're welcome here, but
23 we want them to make a more welcoming appearances.
24 Thank you.
25 TOMMY DUNN: Thank you.
26 Anyone else? All in favor of the motion show of hands.
27 All opposed like sign. Show the motion carries
28 unanimously.
29 We're going to move on to item number 5(b), third
30 reading, 2023-019, an Ordinance to amend an agreement
31 for the development of a joint county industrial and
32 business park (2010 Park) of Anderson and Greenville
33 Counties so as to enlarge the park. This is Project
34 Little Brother. This is the one we just talked about.
35 This is to put it in the Greenville thing where we can
36 get fee in lieu agreements.
37 This will be a public hearing. Anyone wishing to
38 speak to this matter, please step forward and state
39 your name and district and address the chair, please.
40 Public hearing. Anyone have anything? Seeing and
41 hearing none, public hearing will be closed. Do we
42 have a motion to move this forward?
43 CINDY WILSON: So moved.
44 TOMMY DUNN: Motion Ms.
45 Wilson. Do we have a second?
46 GREG ELGIN: Second.
47 TOMMY DUNN: Second by
48 Councilman Elgin. Any discussion? All in favor of the
49 motion show of hands. All opposed like sign. Show the
50 motion carries unanimously.

1 We're going to move on to item number 6(a), second
2 reading, 2023-017, an Ordinance to amend the Code of
3 Ordinances, Anderson County, South Carolina, by adding
4 a new section within Chapter 24, Article II, Division 5
5 to address RV Park Design Standards; and other matters
6 related thereto.

7 This has got my name on this, but this is something
8 a committee worked on. We voted on this one time.
9 This will be second reading. Do we have a motion to
10 move this forward?

11 BRETT SANDERS: So moved.

12 CINDY WILSON: So moved.

13 TOMMY DUNN: Motion Mr.

14 Sanders and second Ms. Wilson. Any discussion?

15 BRETT SANDERS: Mr.

16 Chairman?

17 TOMMY DUNN: Go ahead.

18 BRETT SANDERS: I was part
19 of that committee. It was a committee that brought in
20 the public, brought in business investors, and it was
21 to put in buffers and some barriers, some time frame on
22 the stay, amount of number of drives for public safety.
23 So a good base product that we can monitor and follow.
24 There may need to be some tweaks later on, but I feel
25 comfortable with it, and I think everyone else should
26 be happy with it, as well. Thank you.

27 TOMMY DUNN: Thank you.

28 I want to appreciate the committee put together that
29 worked on this. I think they done a fine job in
30 talking with the committee members. I really do
31 appreciate it. And I think they enjoyed it, too.
32 Appreciate everybody's thoughts on this matter. Anyone
33 else? All in favor of the motion show of hands. All
34 opposed like sign. Show the motion carries
35 unanimously.

36 We're going to move on to item number 6(b), second
37 reading, 2023-020, an Ordinance to amend Ordinance
38 #99-004, the Anderson County Zoning Ordinance, as
39 adopted July 20, 1999, by amending the Anderson County
40 Official Zoning Map to rezone +/- 3.98 acres from R-20
41 (Single-Family Residential District) to C-2 (Highway
42 Commercial District) on parcels of land, identified as
43 201 and 205 Memory Lane in the Denver-Sandy Springs
44 Precinct shown in Deed Book 15896 page 111 and Deed
45 Book 15897 page 121. The parcels are further
46 identified as TMS #93-06-01-005 and 93-06-01-007. This
47 is in District 4.

48 BRETT SANDERS: Mr.

49 Chairman?

50 TOMMY DUNN: Mr. Sanders.

1 BRETT SANDERS: If I may, I
2 need to recuse myself on 2023-020 and 2023-021, please,
3 sir.
4 TOMMY DUNN: Yes, sir.
5 We have a motion on the floor?
6 CINDY WILSON: So moved.
7 TOMMY DUNN: Motion Ms.
8 Wilson on 6(b). Do we have a second?
9 GREG ELGIN: Second.
10 TOMMY DUNN: Second by
11 Councilman Elgin. Any discussion? All in favor of the
12 motion show of hands. All opposed like sign. Show the
13 motion carries unanimously.
14 We're going to move on to item number 6(c),
15 2023-021, an Ordinance to amend Ordinance #99-004, the
16 Anderson County Zoning Ordinance, as adopted July 20,
17 1999, by amending the Anderson County Official Zoning
18 Map to rezone +/- 2.28 acres from R-20 (Single-Family
19 Residential District) to C-2 (Highway Commercial
20 District) on a parcel of land, identified as Memory
21 Lane in the Denver-Sandy Springs Precinct shown in Deed
22 Book 16636 page 213. The parcel is further identified
23 as TMS #93-06-01-001. And that's in District 4 also.
24 Do we have a motion to put this on the floor?
25 CINDY WILSON: So moved.
26 TOMMY DUNN: Motion Ms.
27 Wilson. Do we have a second?
28 JOHN WRIGHT: Second.
29 TOMMY DUNN: Second by
30 Councilman Glenn Davis. Any discussion? All in favor
31 of the motion show of hands. All opposed like sign.
32 Show the motion carries unanimously.
33 Let the record show Mr. Sanders recused himself
34 from 6(b) and 6(c). Ms. Davis, do you mind asking him
35 to step back in?
36 We're going to be moving on to item number 6(d),
37 2023-024, an Ordinance to transfer an interest in real
38 property to William R. McClellion III; and other
39 matters related thereto.
40 Do we have a motion to move this forward?
41 BRETT SANDERS: So moved.
42 CINDY WILSON: Second.
43 TOMMY DUNN: Motion Mr.
44 Sanders; second Ms. Wilson. Any discussion? All in
45 favor of the motion show of hands. All opposed like
46 sign. Show the motion carries unanimously.
47 We're going to move on to item number 6(e), 2023-
48 025, an ordinance to provide approval for Anderson
49 County, South Carolina to grant an easement to Duke
50 Energy of Carolinas, LLC across property owned by

1 Anderson County bearing tax map number 047-03-01-002
2 for installation of electric and communication lines
3 and other matters related thereto.

4 Do we have a motion to move this forward?

5 CINDY WILSON: So moved.

6 TOMMY DUNN: Motion Ms.

7 Wilson. Do we have a second? Second by Councilman
8 Glenn Davis. Any discussion? All in favor of the
9 motion show of hands. All opposed like sign. Show the
10 motion carries unanimously.

11 Moving on to item number 6(f), 2023-026, an
12 Ordinance to lease real property to the Anderson County
13 Disabilities and Special Needs Board; and matters
14 related thereto.

15 Do we have a motion to move this forward?

16 CINDY WILSON: So moved.

17 TOMMY DUNN: Motion Ms.

18 Wilson. Do we have a second?

19 GLENN DAVIS: Second.

20 TOMMY DUNN: Second by

21 Councilman Glenn Davis. Any discussion? All in favor
22 of the motion show of hands. All opposed like sign.
23 Show the motion carries unanimously.

24 We're going to move on to item number 7(a), first
25 reading, 2023-027, an Ordinance to amend an agreement
26 for the development of a joint county industrial and
27 business park (Workforce Housing) of Anderson and
28 Greenville Counties so as to enlarge the park to
29 include certain property of Gordon Street Affordable,
30 LP; and other matters related thereto.

31 Do we have a motion to move this forward?

32 CINDY WILSON: So moved.

33 TOMMY DUNN: Motion Ms.

34 Wilson. Do we have a second? Second by Mr. Sanders.
35 Any discussion? All in favor of the motion show of
36 hands. All opposed like sign. Show the motion carries
37 unanimously.

38 Item number 7(b), 2023-028, an Ordinance
39 authorizing the execution and delivery of a special
40 source revenue credit agreement by and between Anderson
41 County, South Carolina and Soli Organic, Inc., with
42 respect to special source revenue credits to be applied
43 against fee in lieu of tax payments related to certain
44 investments in the County; and other matters related
45 thereto.

46 Do we have a motion to move this forward?

47 CINDY WILSON: So moved.

48 TOMMY DUNN: Motion Ms.

49 Wilson. Do we have a second?

50 GLENN DAVIS: Second.

1 TOMMY DUNN: Second by
2 Councilman Glenn Davis. Any discussion?
3 CINDY WILSON: Mr.
4 Chairman?
5 TOMMY DUNN: Ms. Wilson.
6 CINDY WILSON: May we get
7 Mr. Burns to give a brief description of this?
8 RUSTY BURNS: Which one
9 are we looking at?
10 CINDY WILSON: This is Soli
11 Organic.
12 LEON HARMON: Ms. Wilson,
13 what this is, is an amendment to the August 2021 fee in
14 lieu of tax and special source credit agreement. The
15 reason -- back at that time it was called Project Flay.
16 This is a project that will provide for the indoor
17 growth of plants. I think herbs and that type of
18 thing. Project Flay originally contemplated that
19 Decennial, LLC would own all the property on the site.
20 That was the real property and the equipment -- the
21 building and equipment in the building.
22 Well, equipment expenses have gone over their
23 budget and the company has requested that Soli Organic,
24 Inc. needs to be added to the incentive package, and
25 that's what this amendment to the fee in lieu of taxes
26 and special source credit agreement would do.
27 CINDY WILSON: Thank you.
28 TOMMY DUNN: Thank you,
29 Ms. Wilson. Anyone else? All in favor of the motion
30 show of hands. All opposed like sign. Show the motion
31 carries unanimously.
32 We're going to move on now to item number 8(a),
33 Resolutions, 2023-023, a Resolution expressing intent
34 to cease county maintenance on and to authorize county
35 consent to judicial abandonment and closure of the end
36 section of McNeely Rd. designated as C-03-0043; and
37 other matters related thereto.
38 This is a request by Matt Hogan that come from the
39 neighbors. Do we have a motion to move this forward?
40 BRETT SANDERS: So moved.
41 CINDY WILSON: So moved.
42 TOMMY DUNN: Motion Mr.
43 Sanders; second Ms. Wilson. Any discussion? All in
44 favor of the motion show of hands. All opposed like
45 sign. Show the motion carries unanimously.
46 We're going to move on to item number 8(b),
47 2023-027, a Resolution expressing intent to cease
48 county maintenance on and to authorize county consent
49 to judicial abandonment and closure of Adren Road
50 designated as C-16-52; and other matters related

1 thereto.

2 Do we have a motion to move this forward?

3 CINDY WILSON: So moved.

4 TOMMY DUNN: Motion Ms.

5 Wilson. Do we have a second?

6 GLENN DAVIS: Second.

7 TOMMY DUNN: Second

8 Councilman Glenn Davis. Any discussion? All in favor
9 of the motion show of hands. All opposed like sign.
10 Show the motion carries unanimously.

11 We're going to move on to item number 8(c),
12 2023-028, a Resolution expressing intent to cease
13 county maintenance on and to authorize county consent
14 to judicial abandonment and closure of None Rd; and
15 other matters related thereto.

16 Do we have a motion to move this forward?

17 JOHN WRIGHT: So moved.

18 CINDY WILSON: Second.

19 TOMMY DUNN: Motion by

20 Councilman Wright; second Ms. Wilson. Open the floor
21 up for discussion. Seeing and hearing none, all in
22 favor of the motion show of hands. All opposed like
23 sign. Show the motion carries unanimously.

24 We're going to move on now to item number 8(d),
25 2023-031, a Resolution approving, ratifying and
26 consenting to the transfer and partial assignment to,
27 and assumption by, Evergreen Logistics I LLC of a
28 certain existing FILOT agreement to which the County is
29 a party (The "FILOT Agreement"); and other matters
30 related thereto.

31 Mr. Harmon, do you want to just give a brief thing
32 on this so people out there will know.

33 LEON HARMON: Yes, Mr.

34 Chairman. This Resolution would approve and ratify the
35 transfer and partial assignment to and the assumption
36 by Evergreen Logistics I, LLC of the FILOT and special
37 source credit agreement that was passed by the Council
38 in November of 2021.

39 The November 16, 2021 was a project with Anderson
40 Land Company. They are transferring partially that fee
41 in lieu and credit agreement to Evergreen Logistics I,
42 LLC, which is a subsidiary company of Anderson Land.
43 That property is actually on Scotts Bridge Road. There
44 is a facility under construction at that site right
45 now.

46 TOMMY DUNN: Thank you.

47 Do we have a motion to move this forward?

48 CINDY WILSON: So moved.

49 TOMMY DUNN: Motion Ms.

50 Wilson. Have a second?

1 GLENN DAVIS: Second.
2 TOMMY DUNN: Councilman
3 Glenn Davis. Any discussion? All in favor of the
4 motion show of hands. All opposed like sign. Show the
5 motion carries unanimously.
6 Moving on to item number 9(a), change order/bid
7 approvals.
8 #23-044 Piedmont Riverfront Park. Do we have a
9 motion to move this forward?
10 RUSTY BURNS: Mr.
11 Chairman? That would require Council to select a firm
12 to do the work. Staff recommends that it go to ADC
13 Engineering. That's the same firm that did the work at
14 KidVenture.
15 CINDY WILSON: Where?
16 RUSTY BURNS: Ma'am?
17 CINDY WILSON: Same company
18 that did ---
19 RUSTY BURNS: Did the work
20 at KidVenture. Yes, ma'am.
21 CINDY WILSON: Okay. Well,
22 there was no backup for this.
23 RUSTY BURNS: This is the
24 project that we got the total amount to develop the
25 park; we got half of it from the state and half of it
26 from the federal government. The county has no money
27 in it; and so that's what we need to do to proceed. We
28 already have the federal grand in hand. The state
29 money should be coming down in September. We're just
30 getting our ducks in a row so we can move out smartly.
31 CINDY WILSON: That will be
32 awesome. Thank you.
33 TOMMY DUNN: Do we have a
34 motion to move this forward?
35 CINDY WILSON: So moved.
36 TOMMY DUNN: Ms. Wilson
37 makes a motion to move forward with staff
38 recommendation. Do we have a second?
39 GLENN DAVIS: Second.
40 TOMMY DUNN: Second by
41 Councilman Glenn Davis. Any discussion? All in favor
42 of the motion show of hands. All opposed like sign.
43 Show the motion carries unanimously.
44 Moving on to item number 10. Do we still need an
45 executive session? We need a motion to go into
46 executive session to take legal advice on
47 attorney/client privilege regarding a sewer easement.
48 Do we have a motion?
49 CINDY WILSON: So moved.
50 TOMMY DUNN: Motion Ms.

1 Wilson. Do we have a second?
2 BRETT SANDERS: Second.
3 TOMMY DUNN: Second by
4 Councilman Sanders. All in favor of the motion show of
5 hands. Opposed like sign. Show the motion carries
6 unanimously.

7 **EXECUTIVE SESSION**

8 CINDY WILSON: ... that we
9 come out of executive session, having received legal
10 advice subject to the attorney/client privilege
11 regarding sewer easements, and no decisions made in
12 session.

13 TOMMY DUNN: We have a
14 motion by Ms. Wilson. Do we have a second?
15 GREG ELGIN: Second.
16 TOMMY DUNN: Second by
17 Councilman Elgin. All in favor of the motion show of
18 hands. All opposed like sign. Show the motion carries
19 unanimously.

20 We're going to move on to item number 11, requests
21 by council members. Mr. Sanders.

22 BRETT SANDERS: Mr.
23 Chairman, I would like from my special appropriations
24 account to donate the sum of \$1,000.00 to the American
25 Red Cross South Carolina Chapter. Put that in the form
26 of a motion, sir.

27 TOMMY DUNN: Have a
28 motion from Mr. Sanders. Do we have a second?
29 CINDY WILSON: Second.
30 TOMMY DUNN: Second Ms.
31 Wilson. 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. Sanders?
35 BRETT SANDERS: That's it.
36 Thank you, sir.

37 TOMMY DUNN: Councilman
38 Glenn Davis.

39 GLENN DAVIS: Thank you,
40 Mr. Chairman. If I may do all ---

41 TOMMY DUNN: Yes, sir.
42 GLENN DAVIS: From my
43 special appropriations account, Homeland Park Fire
44 Department, I'd like to give \$2,500.00; Homeland Park
45 Community Watch \$1,500.00; American Red Cross Upstate
46 Chapter \$1,000.00. And I put that in the form of a
47 motion, sir.

48 CINDY WILSON: Second.
49 TOMMY DUNN: Have a
50 motion by Mr. Davis and second by Ms. Wilson. Any

1 discussion? All in favor of the motion show of hands.
2 All opposed like sign. Show the motion carries
3 unanimously.
4 Councilman Elgin.
5 GREG ELGIN: I have three
6 if I could do them all at one time.
7 TOMMY DUNN: Yes, sir.
8 GREG ELGIN: First
9 request is going to be from my appropriations account
10 for Belton Center for the Arts 25th Standpipe Heritage
11 Days \$500.00; Belton Area Museum Heritage Days
12 \$1,000.00; and for the American Red Cross \$500.00.
13 Make that in the form of a motion.
14 TOMMY DUNN: Have a
15 motion by Mr. Elgin, Councilman Elgin. Have a second?
16 GLENN DAVIS: Second.
17 CINDY WILSON: Second.
18 TOMMY DUNN: Second by
19 Councilman Davis, Glenn Davis. Any discussion? All in
20 favor of the motion show of hands. All opposed like
21 sign. Show the motion carries unanimously.
22 Well, how does it feel?
23 Councilman Wright.
24 JOHN WRIGHT: Thank you,
25 Mr. Chairman. From the District 1 special
26 appropriations account, I would like to appropriate
27 \$2,000.00 to the American Red Cross Upstate Chapter.
28 Put that in the form of a motion.
29 CINDY WILSON: Second.
30 TOMMY DUNN: Have a
31 motion Mr. Wright and second Ms. Wilson. Any
32 discussion? All in favor of the motion show of hands.
33 All opposed like sign. Show the motion carries
34 unanimously.
35 Ms. Wilson.
36 CINDY WILSON: Thank you,
37 Mr. Chairman. District 7 would like to appropriate
38 from our special projects account \$1,500.00 for Watkins
39 Community Center Children's Theater Camp and \$500.00
40 for the Anderson Jets Track Team. I put that in the
41 form of a motion.
42 JOHN WRIGHT: Second.
43 TOMMY DUNN: Have a
44 motion Ms. Wilson; second by Councilman Wright. Any
45 discussion? All in favor of the motion show of hands.
46 All opposed like sign. Show the motion carries
47 unanimously.
48 Out of District 5's special appropriations account,
49 I'd like to do all of these at one time. I'd like to
50 appropriate \$2,500.00 to the Homeland Park Fire

1 Department for their July 4th event they had in July
2 for our community; \$1,500.00 for the Homeland Park
3 Community Watch; \$2,000.00 to the Center Rock Fire
4 Department for their community day; \$1,000.00 for the
5 American Upstate Red Cross Chapter. Put that in the
6 form of a motion.

7 CINDY WILSON: Second.

8 JOHN WRIGHT: Second.

9 TOMMY DUNN: Second by

10 Councilman Elgin. Any discussion? All in favor of the
11 motion show of hands. All opposed like sign. Show the
12 motion carries unanimously.

13 Moving right along, we're going to move on to item
14 number 12, report from Planning and Public Works
15 Committee held on July 10, 2023. Chairlady Ms. Wilson.

16 CINDY WILSON: Thank you,
17 Mr. Chairman. At our Planning and Public Works
18 Committee meeting, we dealt with updating our
19 stormwater design manual and the fee schedule to better
20 account for the recent realities of heavy development
21 and heavy rainfall. Our goal being to slow down runoff
22 concentrated from harder impervious surfaces resulting
23 from more intense development and to put no additional
24 runoff onto adjacent properties than previous.

25 Another important goal is to reduce the stormwater
26 pollution. We as a committee, along with a number of
27 expert people in various fields providing guidance,
28 along with our Stormwater Director, Mr. John Batson,
29 have been studying these issues for most of the year.

30 We want to especially thank Mr. Michael Day who is
31 the legal and lobbyist assigned for the Board of
32 Realtors and homebuilders in Greenville, Anderson and
33 other counties for assisting our committee in our
34 deliberations to provide the framework for a sensible
35 fair resolution. We also thank Mr. Glenn Davis for
36 filling in for a member who couldn't attend and Messrs.
37 Harmon and Thayer for legal oversight and Mr. John
38 Caime for policy considerations, and Ms. Alisia Hunter,
39 our Planning Director, and Mr. Tim Cartee, and many
40 others.

41 In your packet, please find the county's current
42 Stormwater Design Manual with recommended changes made
43 in blue or red. The three basic updates are as
44 follows:

45 To set a fixed pre-development baseline date such
46 as 2017 to be compared with the existing site
47 conditions and require the more conservative conditions
48 be used for the projects' peak flow targets. Currently
49 the pre-development conditions used for stormwater
50 design are the site conditions that exist today. For

1 example, this change could set the pre-development site
2 conditions as a wooded condition if it had been cleared
3 and converted to pasture or if it had some level of
4 unpermitted development after 2017.

5 Second, require subdivision storm sewers located
6 outside of right-of-ways be located on common property
7 rather than within easements on lots. This would move
8 the maintenance and repair responsibility more firmly
9 in the court of the HOA rather than an individual
10 resident where problems such as a sinkhole might occur.

11 Thirdly, conveyances in subdivisions designed to
12 carry the 25-year storm. This would reduce the
13 likelihood of ditches and swells overtopping and
14 impacting homes that are increasingly being built close
15 together and on fill.

16 Our fee schedule has been updated and includes a
17 base fee of \$850.00, plus \$300.00 per disturbed acre
18 will apply, but no application fee charge for land
19 disturbing activities involving less than one acre.

20 Agriculture and silviculture uses are still exempt.
21 We've had excessive re-submittals, more than two, and
22 major modifications that will have additional fees now.
23 Mr. Batson pointed out that some projects have abused
24 the process, thus taxing our staff.

25 Our committee brings these revisions to you with
26 our unanimous recommendation for your approval.

27 We also discussed a number of other items relating
28 to stormwater that will be flushed out in later
29 meetings.

30 Do my fellow Council members have anything further
31 to add? Mr. Davis, of course, was there. Both Mr.
32 Davises. So thank you to all. This is a bit of a hard
33 slog. So thank you.

34 TOMMY DUNN: Thank you.
35 Are you asking us to vote on this tonight, Ms. Wilson,
36 or ...

37 CINDY WILSON: Pardon?

38 TOMMY DUNN: Are you
39 asking us to vote on this tonight? This is not an
40 ordinance; this is a change in our manual.

41 CINDY WILSON: I'm giving
42 you a report because I understand that two or three of
43 our Council members haven't had time to study it
44 further. So perhaps we'll have a resolution and any
45 adjustments prior to the next meeting.

46 TOMMY DUNN: That'll be
47 fine.

48 CINDY WILSON: Thank you.

49 TOMMY DUNN: Appreciate
50 it.

1 BRETT SANDERS: Mr.
2 Chairman.
3 TOMMY DUNN: Mr. Sanders.
4 BRETT SANDERS: I want to
5 thank Ms. Wilson and her committee. I've been going it
6 for three days trying to figure everything out. So I
7 know you guys have done a lot of work. I know I'm fine
8 with most everything I saw in there. I had a couple of
9 questions about some fee stuff, but I think it'll be
10 worked out in committee. But overall I know it was a
11 huge undertaking. I know it's something that needs to
12 be addressed, and I appreciate both Mr. Davises and Mr.
13 Wright and you for all your time and effort on this.
14 Thank you.
15 CINDY WILSON: May I?
16 TOMMY DUNN: Yes, ma'am.
17 CINDY WILSON: Summarizing
18 what Mr. Michael Day pointed out, and he's been
19 involved in stormwater measures over in Greenville
20 County, too, he just felt like we do need some better
21 standards. You know, we need standards for sure. And
22 hopefully this will take care of it. Thank you.
23 TOMMY DUNN: Thank you.
24 Anyone else?
25 Moving on, Administrator's report.
26 RUSTY BURNS: Nothing at
27 this time, Mr. Chairman.
28 TOMMY DUNN: Moving on,
29 citizens' comments. When Mr. Harmon calls your name,
30 please step forward. You have three minutes. Address
31 the chair. Please state your name and district for the
32 record. Mr. Harmon.
33 LEON HARMON: Mr.
34 Chairman, no one is signed up to speak.
35 TOMMY DUNN: Okay. Now
36 we'll go to remarks from Council members. Ms. Wilson.
37 CINDY WILSON: Thank you.
38 I think I've talked for enough tonight, as usual. But
39 it has to be pointed out that we have really wonderful
40 people in this county, both our citizens and our county
41 staff; everybody working hard to have a better county.
42 So I greatly appreciate being a part of that. Thank
43 you.
44 TOMMY DUNN: Thank you.
45 Councilman Wright.
46 JOHN WRIGHT: Thank you,
47 Mr. Chairman. The only thing I wanted to make mention
48 of is in the previous meeting, you had asked me to
49 assemble a short term rental committee and I've spoken
50 with Mr. Greg Elgin and Mr. Brett Sanders who have both

1 agreed to serve on that committee. We expect to have
2 our first meeting probably sometime in mid-August and
3 then we'll report back to Council with some updates and
4 ideas from that meeting.

5 TOMMY DUNN: I appreciate
6 that.

7 JOHN WRIGHT: Thank you.

8 TOMMY DUNN: Thank you.

9 Appreciate it. Councilman Elgin.

10 GREG ELGIN: Thank you,

11 sir. Just like to say thank you to all our county
12 staff and employees for -- especially the ones that
13 have to be out in this heat. We appreciate all the
14 work that you do. Also, for all our public safety
15 people, police, fire, I know we've had several large
16 fires in the past couple of weeks and had a fireman in
17 Powdersville that actually had to be transported to the
18 hospital for a couple of days. You know, just a big
19 thank you to all our public safety people for what they
20 do for us everyday, especially in this heat. Thank
21 you.

22 TOMMY DUNN: Thank you.

23 Councilman Glenn Davis.

24 GLENN DAVIS: Thank you,

25 Mr. Chairman. I would just like to say we're going to
26 be doing Ice Cream in the Park at four different
27 locations in the city this Friday. So if you're not
28 doing nothing, come by and get an ice cream. Thank
29 you, Mr. Chair.

30 TOMMY DUNN: Thank you.

31 Councilman Sanders.

32 BRETT SANDERS: Thank you,

33 Mr. Chairman. I'd just like to say I know we haven't
34 met in over a month and my fellow council members may
35 not feel this way, but I was happy when I got my email
36 with the agenda. And I'm glad to be back on it and
37 glad to see each and every one of you. Thank you.

38 TOMMY DUNN: Thank you,

39 Mr. Sanders.

40 I'll just echo the Council members' remarks. I
41 want to appreciate the Council getting back to work. I
42 appreciate all the county employees for all what they
43 do. And I appreciate the -- hopefully keep them
44 hydrated. This is starting to get some hot days and
45 all.

46 And I meant to say before the meeting, let's all
47 keep our thoughts and prayers for the fireman for
48 Powdersville, who is the Chief of Powdersville. Let's
49 keep him in our thoughts and prayers. He's had a rough
50 go of it and still having a rough go of it. Let's keep

1 him and his family in our thoughts and prayers.
2 That's all I have. Appreciate everybody coming
3 out. Thank you.

4

5

(MEETING ADJOURNED AT 7:07 P.M.)

ORDINANCE NO. 2023-027

AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (WORKFORCE HOUSING) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK TO INCLUDE CERTAIN PROPERTY OF GORDON STREET AFFORDABLE, LP; AND OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to Ordinance No. 2020-042 enacted by Anderson County Council on December 15, 2020 and Ordinance No. 5239 enacted on December 1, 2020 by Greenville County Council, Anderson and Greenville Counties entered into an Agreement for the Development of a Joint County Industrial and Business Park (Workforce Housing) dated as of December 15, 2020, as amended (the “Agreement”); and

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

WHEREAS, in connection with certain incentives being offered by Greenville County to Gordon Street Affordable, LP, a South Carolina limited partnership, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Greenville County;

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

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

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

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

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

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

ATTEST:

Rusty Burns
Anderson County Administrator

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman

1st Reading: July 18, 2023

2nd Reading: August 1, 2023

3rd Reading: August 15, 2023

Public Hearing: August 15, 2023

Addition to Exhibit A to
Agreement for the Development of a Joint County Industrial and
Business Park dated as of December 15, 2020, as amended,
between Anderson County and Greenville County

Greenville County Tax Map Numbers:

0229000700100

0116000600400

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of July 18, 2023, August 1, 2023 and August 15, 2023, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, Anderson County Council

Dated: _____, 2023

ORDINANCE NO. 2023-028

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND SOLI ORGANIC INC., WITH RESPECT TO SPECIAL SOURCE REVENUE CREDITS TO BE APPLIED AGAINST FEE IN LIEU OF TAX PAYMENTS RELATED TO CERTAIN INVESTMENTS IN THE COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina (the “County”) is authorized by Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended (the “Multi-County Park Act”), to enter into agreements with one or more contiguous counties for the creation and operation of joint county industrial and business parks, whereby the industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other 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, the County is authorized by Section 4-1-175 of the Multi-County Park Act to provide special source revenue credits against payments in lieu of taxes to provide reimbursement to companies in respect of investment in property, including infrastructure, improved and unimproved real estate and certain personal property consisting of machinery and equipment used in the operation of a manufacturing or commercial enterprise, within the meaning of Section 4-29-68, Code of Laws of South Carolina 1976, as amended (“Infrastructure”); and

WHEREAS, the County Council of Anderson County (“County Council”) agreed to assist Decennial SC, LLC, a Delaware limited liability company (the “Developer”), in the establishment by the Developer of one or more distribution/manufacturing facilities in the County (the “Project”) by (i) maintaining the Project in a joint county industrial and business park established by the County with an adjoining South Carolina county pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act (a “Park”) and (ii) pursuant to the Section 4-1-175 of the Multi-County Park Act, providing for certain special source revenue credits against payments in lieu of taxes by the Company from and with respect to the Project in qualified Infrastructure used in the establishment and operation of the Project; and

WHEREAS, the County and the Developer entered into that certain Fee in Lieu of Tax and Special Source Credit Agreement dated as of August 3, 2021; and

WHEREAS, Soli Organic Inc., a Virginia corporation (the “Company”), has represented that it will make additional investment in the Project, which will result in an expected aggregate investment of \$5,000,000 by the Company; and

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act, the County has previously entered into or will enter into an agreement with an adjoining South Carolina county adding the Project to a Park, and pursuant to such agreement, the Company will be obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, the County Council has agreed, pursuant to Section 4-1-175 of the Multi-County Park Act, to provide special source revenue credit financing of the Infrastructure with respect to the Project by providing an annual ninety-five (95%) percent base credit to the Company against payments in lieu of taxes for the Project in the Park (the “FILOT Payments”) for a period of thirty (30) consecutive years beginning the year following the first year which any portion of the Project is first placed in service and running through the 30th year after the first year which any portion of the Project is first placed in service, as set forth more fully in the Special Source Revenue Credit Agreement between the County and the Company presented to this meeting (the “SSRC Agreement”); and

WHEREAS, the County has determined and found, on the basis of representations of the Company, 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; and, 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, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

WHEREAS, it appears that the SSRC Agreement above referred to, 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 of Anderson County, in meeting duly assembled, as follows:

Section 1. The Chairman, for and on behalf of the County, is hereby authorized to execute and deliver the SSRC Agreement, in substantially the form attached hereto, or with such minor changes as are not materially adverse to the County and as such official shall determine and as are not inconsistent with the matters contained herein, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of the SSRC Agreement now before this meeting, and the Chairman and the County Administrator are directed to do anything otherwise necessary to effect the execution and delivery of the SSRC Agreement and the performance of all obligations of the County under and pursuant to the SSRC Agreement.

Section 2. 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 3. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this ____ day of _____, 2023.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Tommy Dunn
Chairman of County Council

ATTEST:

By: _____
Rusty Burns
County Administrator

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

Approved as to Form:

Leon C. Harmon
County Attorney

First Reading:	July 18, 2023
Second Reading:	August 1, 2023
Third Reading:	August 15, 2023
Public Hearing:	August 15, 2023

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 July 18, 2023, August 1, 2023 and August 15, 2023, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, County Council of Anderson County

Dated: _____, 2023

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA,

and

SOLI ORGANIC INC.,
a Virginia corporation

Dated as of _____, 2023

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT, dated as of _____, 2023 (the "Agreement"), between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and **SOLI ORGANIC INC.**, a corporation organized and existing under the laws of the State of Virginia (the "Company").

W I T N E S S E T H :

WHEREAS, the County Council of Anderson County ("County Council") agreed to assist Decennial SC, LLC, a Delaware limited liability company (the "Developer"), in the establishment by the Developer of one or more distribution/manufacturing facilities in the County (the "Project") by (i) maintaining the Project in a joint county industrial and business park established by the County with an adjoining South Carolina county pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act (a "Park") and (ii) pursuant to Section 4-1-175 of the Code ("Infrastructure Credit Act"), providing for certain special source revenue credits against payments in lieu of taxes by the Company from and with respect to the Project in qualified Infrastructure used in the establishment and operation of the Project; and

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act, the County and Greenville County entered into that certain Agreement for the Development of a Joint County Industrial and Business Park, dated as of December 1, 2010, as amended, and the Project was added to the Park by Ordinance No. 2022-030 enacted by the County on August 16, 2022 and by Ordinance No. 5439 enacted by Greenville County on September 6, 2022, and pursuant to such agreement, the Developer and its successors and assigns will be obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, the County and the Developer entered into that certain Fee in Lieu of Tax and Special Source Credit Agreement dated as of August 3, 2021; and

WHEREAS, the Company will make additional investments at the Project on the land in the County described in Exhibit A hereto, owned by the Developer (the "Land"); and

WHEREAS, the Company has represented that it intends to invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal at the Project, which will result in an expected aggregate investment of \$5,000,000 by the Company, all by December 31 of the fifth (5th) year after the year in which any portion of the Project is first placed in service (the "Investment Period"); and

WHEREAS, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain credits to the Company in respect of the payments in lieu of taxes to be made by the Company as a result of its investment in the Infrastructure with respect to the Project, and is delivering this Agreement in furtherance thereof; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on _____, 2023, following conducting a public hearing on _____, 2023;

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

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"Affiliate of the Company" shall mean each of the Persons that directly or indirectly, through one or more intermediaries, owns or controls, or is controlled by or under common control with, the Company. For the purpose of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

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

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

"Company" shall have the meaning set forth with respect to such term in the recitals to this Agreement.

"Cost of the Infrastructure" shall mean to extent permitted by law, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; (e) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure; and (f) all legal, accounting and related costs properly capitalizable to the cost of the Infrastructure.

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

"Fee Payments" shall mean the payments in lieu of taxes made by the Company with respect to the Project by virtue of the Project's location in (a) the Park or (b) in any joint county industrial park created by the County and a partner county pursuant to the Park Agreement qualifying under Section 4-1-170 of the Multi-County Park Act or any successor provision.

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

"Infrastructure Credit Act" shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Infrastructure Credits” shall mean the annual special source revenue credits provided to the Company pursuant to Section 3.02 hereof.

“Investment Period” shall mean the period commencing on January 1 of the year after the first year in which the Project is first placed into service and ending on December 31 of the fifth year after the first year in which the Project is first placed into service.

“Investment Target” shall mean the investment by the Company of at least \$5,000,000 in the Project.

“Land” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

“Ordinance” shall mean the ordinance enacted by the County Council on _____, 2023, authorizing the execution and delivery of this Agreement.

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

“Park Agreement” shall mean the Agreement for the Development of a Joint County Industrial and Business Park, dated as of December 1, 2010, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time or such other agreement as the County may enter with respect to the Project to offer the benefits of the Infrastructure Credit Act to the Company hereunder.

“Person” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“Project” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Infrastructure Credits to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting economic development of the County.

(c) To the best knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the undersigned representatives of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the County is there any basis therefor.

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

(a) The Company is a corporation organized, validly existing, and in good standing under the laws of the State of Virginia and qualified to do business in the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(c) The Company shall use commercially reasonable efforts to cause the Investment Target to be achieved during the Investment Period.

(d) To the best knowledge of the Company, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefore.

(e) The Company agrees to reimburse the County for all reasonable expenses, including attorney's fees, to which it might be put in the review of this Agreement and in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions.

(f) The Company agrees to maintain such books and records with respect to the Project as will permit verification of the Company's compliance with the terms of this Agreement and the certifications submitted to the County pursuant to Section 3.02(c) hereof. The Company may, by clear, written designation, conspicuously marked, designate with respect to any book and records delivered or made available to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not release information which has been designated as confidential or proprietary by the Company.

SECTION 2.03. Covenants of the County.

(a) To the best of its ability, the County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) In the event of the termination of the Park Agreement prior to December 31, 2053, the County agrees to use its best reasonable efforts to cause the Project, at the Company's expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Infrastructure Credit shall be payable under this Agreement.

(c) The County covenants that it will from time to time, at the request and expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III

INFRASTRUCTURE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure.

The Company and Developer shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

SECTION 3.02. Infrastructure Credits.

(a) In order to reimburse the Company for a portion of the Cost of the Infrastructure with respect to the Project, commencing with the annual Fee Payment to be first payable on or before the January 15th immediately following the year immediately following the first year in which any portion of the Project is first

placed in service, the County shall provide to the Company Infrastructure Credits for a period of thirty (30) consecutive years in an amount equal to ninety-five percent (95%) of that portion of Fee Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period) calculated and applied after payment of the amount due the non-host county under the Park Agreement.

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

(c) In no event shall the aggregate amount of all Infrastructure Credits claimed by the Company exceed the amount expended by it collectively with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit B. Further, any amount of reimbursement of the Company for Infrastructure expenditure by way of an Infrastructure Credit may not be duplicated through an infrastructure credit to the Company for the same expenditure.

(d) In the event the Company fails to meet the Investment Target by the end of the fifth (5th) year after the Project is placed in service, the Infrastructure Credits will terminate.

(e) In the event the Company meets the Investment Target by the end of the sixth (6th) year after the Project is placed in service, the Infrastructure Credits shall apply to the Project for the remainder of the thirty (30) year term, but no lost Infrastructure Credits, if any, may be captured by the Company.

(f) As provided in Section 4-29-68 of the Code, to the extent any Infrastructure Credit is used as a payment for personal property, including machinery and equipment, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(g) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(h) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments for the Project in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Fee Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

- (a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and
- (b) A copy of the Park Agreement, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and
- (c) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that the Company will give notice of any transfer by the Company of any of its interest in this Agreement to an Affiliate of the Company, but such transfer may be done without the County's consent. A transfer to any other Person who is not an Affiliate of the Company shall require the prior written consent of the County or the subsequent ratification by the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Infrastructure Credits to the Company or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Infrastructure Credits under the Infrastructure Credit Act.

SECTION 4.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Infrastructure Credits hereunder to any other Person, except as may be required by South Carolina law.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If the County or the Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County or the Company, respectively, specifying the failure and requesting that it be remedied is given to the County by the Company, or to the Company by the County, by first-class mail, the County or the Company, respectively, shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Remedies and Legal Proceedings by the Company or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Company or the County, as the case may be, in their discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

- (b) bring suit upon this Agreement;
- (c) exercise any or all rights and remedies provided by applicable laws of the State of South Carolina; or
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the County or the Company hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the County or the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Infrastructure Credits provided for herein have been credited to the Company.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of the County and the Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement, the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Infrastructure Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement,

when (i) delivered or (ii) sent by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

- (a) if to the County: Anderson County
Attn: County Administrator
P.O. Box 8002
Anderson, South Carolina 29622-8002
- with a copy to:
(which shall not
constitute notice
to the County) Anderson County Attorney
P.O. Box 8002
Anderson, South Carolina 29622-8002
- (b) if to the Company: Soli Organic Inc.
Attn: Richard H. Owen
3156 North Valley Pike
Rockingham, Virginia 22802
- with a copy to:
(which shall not
constitute notice
to the Company) Maynard Nexsen PC
104 South Main Street, Suite 900
Greenville, South Carolina 29601
Attn: James K. Price

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.11. Indemnity.

(a) Notwithstanding the fact that it is the intention of the parties that the County, its members, officers, elected officials, employees, servants and agents (collectively, the “Indemnified Parties”) shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the Infrastructure Credits, by reason of the execution of this Agreement, by the reason of the performance of any act requested of it by the Company, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining

to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Agreement by the County.

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

IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the Anderson County Chairman of County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and Soli Organic Inc. has caused this Agreement to be executed by an authorized manager/officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman of County Council

ATTEST:

Clerk to County Council of
Anderson County, South Carolina

[Signature page 1 to Special Source Revenue Credit Agreement]

SOLI ORGANIC INC., a
Virginia corporation

By: _____
Name: _____
Title: _____

[Signature page 2 to Special Source Revenue Credit Agreement]

EXHIBIT A

REAL PROPERTY DESCRIPTION

PARCEL 1:

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: 099-00-02-006

PARCEL 2:

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 $17^{\circ}43'07''$, with an Arc length of 417.20 feet and a radius of 1349.08 feet, and whose chord bears $N09^{\circ}56'36''E$ for a distance of 415.54 feet to a point. Thence departing said roadway, $N 53^{\circ} 28' 10'' E$ for a distance of 43.55 feet to found 3/4 inch Iron Pipe for corner. Thence run $S 11^{\circ} 33' 30'' W$ 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: 099-01-03-001

EXHIBIT B

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of Soli Organic Inc. (the "Company"), do hereby certify in connection with the Special Source Revenue Credit Agreement dated as of _____, 2023 (the "Agreement") between Anderson County, South Carolina and the Company, as follows:

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

(2) As of December 31, 20__, the total amount of investment in Costs of Infrastructure by the Company is not less than \$_____.

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

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

SOLI ORGANIC INC.

By: _____
Name: _____
Its: _____

ORDINANCE NO. 2023-029

**AN ORDINANCE TO AMEND SECTION 8-79, RELATED TO BUILDING CODES, OF
THE ANDERSON COUNTY CODE OF ORDINANCES; AND OTHER MATTERS
RELATED THERETO.**

WHEREAS, the Anderson County Council has the authority to enact ordinances under the Code of Laws of South Carolina 1976, as amended, section 4-9-25; and

WHEREAS, Anderson County Council desires to amend the Anderson County Code of Ordinances; and

WHEREAS, Anderson County recently hired a Code Enforcement Officer and desires to enact amendments to regulations, including violations of the Code of Ordinances of Anderson County; and

WHEREAS, Anderson County Council wishes to clarify which provisions of the International Property Maintenance Code it wishes to enforce under the authority derived from the Code of Laws of South Carolina 1976, as amended, section 6-9-60.

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

1. That section 8-79 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

See attachment A.

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 _____, 2023.

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

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

Sec. 8-79. - Building codes

(a) The county shall enforce the mandatory technical codes adopted by the state building codes council.

(b) The county adopts by reference the current editions of the International Property Maintenance Code and the International Existing Building Code, as permitted by the state buildings codes council.

(1) The county does not adopt the entire international property maintenance code, but only adopts by reference the following sections:

Section 301;

Section 302;

Section 303, along with the definition of "Barrier" as found in section 202 of the International Swimming Pool and Spa Code;

Section 304.1;

Sections 304.4 through 304.12;

Sections 304.15 and 304.16;

Section 304.19;

Section 305.1;

Section 3051.1;

Section 305.2; and

Section 308.

Furthermore, the county council specifically declines to adopt, and does not adopt by reference, sections which concern the qualification, removal, dismissal, duties, responsibilities of, and the administrative procedures for all building officials, deputy building officials, chief inspectors, other inspectors, assistants, including administrative procedures, penalties, and enforcement.

(c) The latest edition of the above building codes shall continue in force until new or revised or successor building codes are subsequently made available for each, respectively, by the publisher and adopted by the state building codes council. Once new or revised or successor building codes for each, respectively, are published and adopted by the state building code council, such building codes shall be immediately adopted as part of the County Code, but shall be implemented and enforced one-year from the date of adoption by the state building code council.

(d) In the event that anything within the adopted portions of the International Property Maintenance Code conflicts with the Anderson County Code of Ordinances, the Anderson County Code of Ordinances shall control.

ORDINANCE NO. 2023-030

AN ORDINANCE TO AMEND SECTIONS 10-20 THROUGH 10-36, RELATED TO JUNKYARDS AND OPEN STORAGE, OF THE ANDERSON COUNTY CODE OF ORDINANCES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council has the authority to enact ordinances under the Code of Laws of South Carolina 1976, as amended, section 4-9-25; and

WHEREAS, Anderson County Council desires to amend the Anderson County Code of Ordinances; and

WHEREAS, Anderson County recently hired a Code Enforcement Officer and desires to enact amendments to regulations, including violations of the Code of Ordinances of Anderson County; and

WHEREAS, Anderson County Council wishes to clarify how it regulates junk, junkyards, and open storage areas under the authority derived from Code of Laws of South Carolina 1976, as amended, section 57-27-100.

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

1. That sections 10-20 through 10-36 of the Code of Ordinances, Anderson County, South Carolina, are hereby amended to read as follows:

See attachment A.

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 _____, 2023.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: August 1, 2023
Second Reading: August 15, 2023
Third Reading: _____

Public Hearing: _____

EXHIBIT A

Sec. 10-20. - Authority.

This article is adopted pursuant to the authority conferred by the South Carolina Code of Laws upon the county. The Code Enforcement Officer shall have the authority to interpret and enforce this article.

Sec. 10-21. - Purpose.

The purpose of this article is to provide enforcement of existing and proposed junkyards and open storage areas with development standards for controlling the development and use of junkyards and open storage areas so that such uses can be established and operated in the county without constituting a hazard to the health and welfare of the people of the county inclusive of attracting vermin, disease, public nuisance, fire hazard, blight, or adversely effecting environmental conditions.

Sec. 10-22. - Applicability.

No junkyard or open storage area shall be established, erected, placed, located or expanded in size or in scope of operation in the unincorporated areas of the county without first meeting the minimum requirements of this article. The application of this article shall extend to new junkyards and open storage areas in the county, as well as the expansion of existing ones. This article shall apply to residents and residential property. It shall not be a defense to this article that the operator, or owner, of a junkyard or open storage area, as defined herein, is not a business or is not using the junkyard or open storage area for a business purpose.

Sec. 10-23. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Automobile graveyard means an establishment or place of business which is maintained, used, or operated for storing, keeping, buying or selling wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts, including, but not limited to, tires. Three or more such vehicles will constitute an automobile graveyard.

Fence means a structure forming a physical barrier which is so constructed that no less than 50 percent of the vertical surface is open to permit the transmission of light, air and vision through such surface in a horizontal plane.

Illegal junkyard means a junkyard which is established or maintained in violation of this article.

Junk includes old, used or scrap metal, rope, rags, batteries, paper, trash, rubber, tires, debris, waste, or junked, dismantled or wrecked automobiles, or parts thereof; old building materials, lumber, roofing shingles; or essentially similar items.

Junk automobile means a vehicle without a current license tag which is not moved inside of an enclosed structure, or restored, within a period in excess of 90 days.

Junkyard means an establishment or place of business which is maintained, operated or used for storing, keeping, buying or selling junk, or for the maintenance or operation of an automobile graveyard, in which any part of such operation occurs in the open, outside of a permanent building or structure. This definition includes scrap metal processors, auto wrecking yards, salvage yards, scrap yards, auto recycling yards, used auto parts yards (including, but not limited to, used tire resale or distribution activities) and temporary storage of automobile bodies or parts awaiting disposal as a normal part of a business operation when the business will continually have like materials located on the premises. This definition includes garbage dumps and sanitary landfills. This definition does not include litter, trash, and other debris scattered along or upon the highways, or temporary operations and outdoor storage of 90 days or less.

Lot means land occupied or intended for occupancy by a use permitted in this article. The term "lot" includes "site," "yard" or "parcel."

Main traveled way means the traveled way of a highway on which through traffic is carried. In the case of a divided highway, the traveled way of each of the separated roadways for traffic in opposite directions is a main traveled way. The term "main traveled way" does not include such facilities as frontage roads, turning roadways or parking areas.

Nonconforming junkyard means a junkyard which was lawful when originally established, but which does not comply with the provisions of this article. Illegally established junkyards are not considered nonconforming junkyards.

Open storage area means a yard, lot, site or portion thereof, designed or used exclusively for storage of junk, except for temporary operations or outdoor storage of 30 days or less.

Use means any activity, occupation, business or operation carried on, or intended to be carried on, in a building or other structure or on a tract of land.

Use, accessory, means a use located on the same lot with a principal use, and clearly incidental or subordinate to and customary in connection with the principal use.

Use, nonconforming, means the use of land or a building or portion thereof which does not conform with the regulations of this article.

Use, principal, means the main or primary use on a lot.

Visual screen means a static barrier which restrains and/or shields from view a specified object or objects. For purposes of this article, such objects refer to junk or junkyards.

Wall means a structure forming a physical barrier which is so constructed that no less than 50 percent of the vertical surface is open to permit the transmission of light, air and vision through such surface in a horizontal plane.

Sec. 10-24. - Minimum standards generally.

The development standards set out in this article shall be considered minimum standards.

Sec. 10-25. - Location.

Junkyards and open storage areas shall be permitted to be located no closer than 1,000 feet from the nearest edge of the right-of-way of any state or federal system highway. Junkyards and open storage areas shall be permitted to be located no closer than 1,000 feet from the nearest edge of the right-of-way of any county, private or other road. Junkyards and open storage areas must be located or screened so as not to be visible from the main traveled way. Junkyards and open storage areas shall be permitted to be located no closer than 1,000 feet from the nearest residence.

Sec. 10-26. - Size.

Junkyards and open storage areas shall be limited in size to a maximum of ten acres.

Sec. 10-27. - Screening.

(a) Junkyards and open storage areas which are visible from the main traveled way must be blocked from public view. This shall be made possible by enclosing all such junkyards and open storage areas with a continuous visual screen provided and maintained by the owner of such property along the property line. The screen shall be a wall or opaque fence or a combination of fence and shrubbery at least eight feet in height. A nonseasonal coniferous wall may be planted and maintained, if at maturity these trees will form a barrier which would be defined as static. However, where topography is such that the required screen will not achieve the stated purposes of this section, then a screening plan shall be prepared and submitted to the Code Enforcement Officer.

(b) Sanitary landfills need not be screened to satisfy requirements of 42 USC 6941 et seq., but landscaping should be required when the fill has been completed and operations have ceased, unless the landfill area is to be used for immediate development purposes. A sanitary landfill, for the purposes of this article, is a method of disposing of refuse on land without creating a nuisance or hazards to public health or safety by utilizing the principles of engineering to confine the refuse to the smallest practical area, to reduce it to the smallest practical volume, and to cover it with a layer of earth at the conclusion of each day's operation or at such more frequent intervals as may be necessary. Materials stored or kept in the open shall not be permanently stacked higher than the required screen. Storage between the screen and the main traveled way is expressly prohibited.

Sec. 10-28. - Performance standards.

(a) No material shall be placed in any junkyard or open storage area in such a manner that it is capable of being transferred out by wind, water or other means.

(b) All paper, rags, cloth or related fibers and activities involving the same, other than loading and unloading, shall be within fully enclosed buildings.

Sec. 10-29. - Accessways.

The number of vehicular access driveways permitted to a single junkyard or open storage area shall be limited to one per street, except where the frontage on any one street exceeds 200 feet; the number of access driveways may then be increased to two, provided that such driveways are no closer than 150 feet apart. Driveways shall be limited to 25 feet in width.

Sec. 10-30. - Continuation requirements.

Nonconforming junkyards and open storage areas, those not meeting the minimum requirements of this article and subsequently operating without a permit as required in section 10-33, are hereby declared to be in violation of this article. However, to avoid undue hardship on the owners and/or operators, the lawful use of any land or buildings at the time of enactment of the ordinance from which this article is derived may be continued even though such use or uses do not conform with the provisions of this article, provided:

- (1) Such nonconforming uses are not re-established after discontinuance or abandonment for a period of 90 days.
- (2) Such nonconforming uses are not enlarged or altered in any way which increases their nonconformity.

Sec. 10-31. - Basis for revoking license.

A licensed nonconforming junkyard shall have its license revoked, after which it shall be treated as a new junkyard at a new location, if any of the following occurs:

- (1) Use of the nonconforming junkyard is voluntarily discontinued or a change of the nonconforming use to some other kind of use is made, which shall constitute abandonment.
- (2) The location of the nonconforming junkyard is changed as a result of a right-of-way taking or for any other reason.
- (3) The nonconforming junkyard is extended or enlarged at its present location without conforming to sections 10-25 through 10-30.

Sec. 10-32. - Permits.

(a) No junkyard or open storage area shall be located on an individual lot, parcel or site in the county without a permit therefor issued by the Development Standards Office. The Code Enforcement Officer will conduct an on-site inspection of the proposed junkyard upon a request for a permit.

(b) A state permit shall also be required for any junkyard or open storage area located on any state or federal highway.

Sec. 10-33. - Licenses.

Nonconforming junkyards located on individual lots, parcels or sites in the county and actually in existence at the effective date of the ordinance from which this article is derived and which are

to continue to be operated as ongoing enterprises shall secure a nonconforming junkyard license, issued by the Development Standards Office.

Sec. 10-34. - Applications for permits and licenses.

All applications for permits to locate, erect or operate a junkyard or open storage area and licenses to continue the operation of a nonconforming junkyard shall be in triplicate on forms provided by the Development Standards Office and shall be signed by the applicant. One copy of the application shall be returned to the applicant after it has been marked approved or disapproved and attested to the same in writing. One marked copy shall be submitted to the tax assessor's office, and the original copy similarly marked shall be retained by the Development Standards Office and copied for the Code Enforcement Officer.

Sec. 10-35. - Notices, hearings and orders.

(a) Whenever the Code Enforcement Officer determines that there are reasonable grounds to believe that there has been a violation of any provision of this article, he shall give notice of such alleged violation to the owner, agent, or tenant of the junkyard or open storage area as provided in this section. Such notice shall:

- (1) Be in writing, giving at least 15 days to correct the violation.
- (2) Include a statement of the reasons for its issuance.
- (3) Be served upon the owner or his agent, or tenant, by personal service or by certified mail, return receipt requested, mailed to the address set forth on the permit.
- (4) Contain an outline of remedial action, which if taken, will affect compliance with the provisions of this article.

Failure to comply with such notice will subject the owner or agent to the provisions of section 1-7.

(b) Whenever the official finds an emergency exists which requires immediate action to protect the public health, safety and welfare, he may, without notice or hearing, issue an order citing the existence of such an emergency and requiring that such action be taken as he may deem necessary to meet the emergency, including the suspension of the permit. Notwithstanding any other provisions of this article, such an order shall be effective immediately. Any person to whom such an order is directed shall comply therewith immediately.

Sec. 10-36. - Violations.

Any person, establishment, or business that violates the provisions of this article after being provided notice of such violation, and who does not cure the violation within 15 days after notice, shall be subject to civil or criminal penalties at the discretion of the Code Enforcement Officer. Failure to cure the violation within 15 days of a civil notice of violation is punishable by a fine not to exceed \$500 at the discretion of the Court. Failure to cure the violation within 30 days of a criminal notice of violation is punishable by a fine not to exceed \$500 and/or punishable by jailtime not to exceed 30 days at the discretion of the Court. Nothing in this section should be construed to limit the right of other lawful remedies. Each day of violation of this section shall constitute a separate offense.

ORDINANCE NO. 2023-031

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, LAKE HARTWELL DEVELOPMENT GROUP LLC, D/B/A THE SHORES OF ASBURY WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL RECEIVE CERTAIN SPECIAL SOURCE CREDITS IN RESPECT OF INVESTMENT IN RELATED INFRASTRUCTURE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, ANDERSON COUNTY, SOUTH CAROLINA (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 (the “*Multi-County Park Act*”) and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; 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, the County is authorized by Section 4-1-175 of the Multi-County Park Act to provide special source credits against payments in lieu of taxes to provide reimbursement to companies in respect of investment in infrastructure enhancing the economic development of the County, including improvements to real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise, within the meaning of Section 4-29-68, Code of Laws of South Carolina 1976, as amended (“*Infrastructure*”); and

WHEREAS, the County Council of Anderson County (“*County Council*”) has agreed to assist Lake Hartwell Development Group LLC, d/b/a The Shores of Asbury a South Carolina limited liability company (the “*Landlord*” and together with the Operating Company, the “*Company*”) (formerly known to the County as “*Project Shoreline*”), in the expansion by the Company of a multi-use recreational park in the County (the “*Project*”) by (i) adding the Company to a joint county industrial and business park established by the County with an adjoining South Carolina county pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act (a “*Park*”) and (ii) pursuant to the Section 4-1-175 of the Multi-County Park Act, providing for certain special source credits against payments in lieu of taxes by the Company from and with respect to the Project in qualified Infrastructure used in the establishment and operation of the Project; and

WHEREAS, the Company has represented that the Project will involve a combined investment of approximately \$1,500,000 in the County within the Investment Period (as such term is defined in the hereinafter defined Special Source Credit Agreement; 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 such that the Project will receive the benefits of the Multi-County Park Act; and

WHEREAS, the County Council has agreed, pursuant to Section 4-1-175 of the Multi-County Park Act, to provide special source credit financing of the Infrastructure with respect to the Project by providing a credit (a ***“Special Source Credit”***) to the Company against payments in lieu of taxes for the Project in the Park (the ***“Fee Payments”***) for a period of fifty (50) consecutive years or until the termination of the Sublease Agreement dated as of December 15, 2020 by and between Anderson County and the Landlord, whichever comes first, commencing with the annual Fee Payment to be first payable on or before the January 15 immediately following the year immediately following the first year in which any portion of the Project is first placed in service, in an annual amount sufficient to reduce the amount of each such Fee Payment due for each such tax year, so that the resulting net Fee Payment due and payable by the Companies equals the Net Sales Payment for that year (as defined herein). Such Special Source Credits are subject to the Company meeting the investment set forth herein, and all as set forth more fully in the Special Source Credit Agreement between the County and the Company presented to this meeting (the ***“Special Source Credit Agreement”***). As defined in the Special Source Credit Agreement, Net Sales shall mean gross sales at the Project, minus cost of goods sold, selling, general administrative expenses, taxes and interest, but excluding depreciation (***“Net Sales”***); and Net Sales Payment shall mean the annual net sales payment made to the County pursuant to the Sublease Agreement in an amount equal to three percent (3%) of Net Sales (a ***“Net Sales Payment”***); and

WHEREAS, the County has determined and found, on the basis of representations of the Company, 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; and, 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, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

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

WHEREAS, it appears that the Special Sourced Credit Agreement above referred to, 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. The Chairman of the County Council and the County Administrator, for and on behalf of the County, are hereby authorized to execute and deliver the Special Source Credit Agreement, in substantially the form attached hereto, or with such minor changes as are not materially adverse to the County and as such officials shall determine and as are not inconsistent with the matters contained herein, and are directed to do anything otherwise necessary to effect the execution and delivery of the Special Source Credit Agreement and the performance of all obligations of the County under and pursuant to the Special Source Credit Agreement.

Section 2. Revenues generated for the Multi-County Park from the Project through the Special Source Credit Agreement to be retained by the County under the agreement governing the Multi-County Park (***“Net Park Fees”***) shall be distributed within the County as follows:

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

(b) 35% of such 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

(c) 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 areas comprising the County portion of the Multi-County 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 3. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Special Source Credit Agreement and the performance of all obligations of the County thereunder.

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

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

ENACTED in meeting duly assembled this __ day of _____, 2023.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

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

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

Approved as to form:

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

First Reading: _____, 2023
Second Reading: _____, 2023
Third Reading: _____, 2023
Public Hearing: _____, 2023

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 _____, 2023, _____, 2023, and _____, 2023, 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.

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

Dated: _____, 2023

SPECIAL SOURCE CREDIT AGREEMENT

among

ANDERSON COUNTY, SOUTH CAROLINA,

and

PROJECT SHORELINE

Dated as of _____, 2023

SPECIAL SOURCE CREDIT AGREEMENT

THIS SPECIAL SOURCE CREDIT AGREEMENT, dated as of _____, 2022 (the “Agreement”), among ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “*County*”), and PROJECT SHORELINE, consisting of LAKE HARTWELL DEVELOPMENT GROUP LLC D/B/A THE SHORES OF ASBURY, a limited liability company organized and existing under the laws of the State of South Carolina, (“*Company*”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “*County Council*”) is authorized by Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended (the “*Infrastructure Credit Act*”), to provide special source credit financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County, all within the meaning of Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the “*Infrastructure*”); and

WHEREAS, the Company will operate the Project (as defined below) on the land in the County described in Exhibit A hereto, subleased by the Company (the “*Land*”) (Exhibit A) pursuant to that certain Sublease Agreement dated as of December 15, 2020 by and between Anderson County and the Company (the “*Sublease Agreement*”), as amended; and

WHEREAS, the Company has represented that it intends to invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion of their existing facilities in the County for the development of a multi-use recreational park (the “*Project*”), which will result in an expected aggregate investment of approximately \$1,500,000 by December 31 of the fifth (5th) year after the year in which any portion of the Project is first placed in service (the “*Investment Period*”); and

WHEREAS, the County and Greenville County have established a joint county industrial and business park (the “*Park*”) by entering into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended (the “*Park Agreement*”), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 Code of Laws of South Carolina 1976 (collectively, the “*Multi-County Park Act*”), as amended, and have designated or will designate the Land as being included within the Park, and the County desires to cause the Park to continue to be located in the Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Infrastructure Credit Act and the Multi-County Park Act as provided herein; and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes, or, if applicable, any negotiated payments in lieu of taxes pursuant to the Code of Laws of South Carolina 1976, as amended, including Title 12, Chapter 44 thereof (the “*FILOT Act*”), that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain credits to the Company in respect of the Company’ investment in the Infrastructure with respect to the Project, and is delivering this Agreement in furtherance thereof; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on _____, 2023, following conducting a public hearing on _____, 2023.

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

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

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

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

“Company” shall have the meaning set forth with respect to such terms in the recitals to this Agreement.

“Cost of the Infrastructure” shall mean to extent permitted by law, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; (e) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure; and (f) all legal, accounting and related costs properly capitalizable to the cost of the Infrastructure.

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

“Fee Payments” shall mean the payments in lieu of taxes made by the Company with respect to the Project by virtue of the Project’s location in (a) the Park or (b) in any joint county industrial park created by the County and a partner county pursuant to the Park Agreement qualifying under Section 4-1-170 of the Multi-County Park Act or any successor provision.

“FILOT Act” shall mean Title 12, Section 44, of the Code.

“Gross Sales” shall mean the total sales of the Company related to the Project after discounts and returns, unadjusted for the costs related to generating the sales.

“Gross Sales Payment” shall mean the gross sales payment made to the County in an amount equal to three percent (3%) of Gross Sales.

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

“Infrastructure Credit Act” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

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

“Investment Target” shall mean the investment by the Company of approximately \$1,500,000 in the Project.

“Land” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

“Net Sales” shall mean gross sales at the Project, minus cost of goods sold, selling, general and administrative expenses, taxes, interest, and depreciation.

“Net Sales Payment” shall mean the net sales payment made to the County pursuant to the Sublease Agreement in an amount equal to three percent (3%) of the Net Sales.

“ Company” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Ordinance” shall mean the ordinance enacted by the County Council on _____, 2023, authorizing the execution and delivery of this Agreement.

“Park Agreement” shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010 between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time or such other agreement as the County may enter with respect to the Project to offer the benefits of the Infrastructure Credit Act to the Company hereunder.

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

“Person” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“Project” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Special Source Credits” shall mean the credits to the Fee Payments in respect of the Company’ investment in Cost of the Infrastructure set forth in Section 3.02(a) hereof.

“Sublease Agreement” shall mean the Sublease Agreement dated as of December 15, 2020 by and between Anderson County and the Company, as the same may be further amended or supplemented from time to time.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Special Source Credits to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting economic development of the County.

(c) To the best knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the undersigned representatives of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the County is there any basis therefor.

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

(a) The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of South Carolina and qualified to do business in the State of South

Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company are now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(c) The Company shall use commercially reasonable efforts to cause the Investment Target to be achieved during the Investment Period.

(d) To the best knowledge of the Company, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefore.

(e) The Company agrees to reimburse the County for all reasonable expenses, including attorney's fees, to which it might be put in the review of this Agreement and in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions.

(f) The Company agrees to maintain such books and records with respect to the Project as will permit verification of the Company's compliance with the terms of this Agreement and the certifications submitted to the County pursuant to Section 3.02 hereof. The Company, may, by clear, written designation, conspicuously marked, designate with respect to any book and records delivered or made available to the County segments thereof that the Company believes contain proprietary, confidential or trade secret matters. The County shall comply with all reasonable written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not release information which has been designated as confidential or proprietary by the Company.

SECTION 2.03. Covenants of the County.

(a) To the best of its ability, the County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County acknowledges that the Park Agreement will expire pursuant to its terms on December 1, 2040 (the "Original Termination Date"). In the event of any early termination of the Park Agreement or the termination of the Park Agreement on the Original Termination Date, the County agrees to use its best reasonable efforts to cause the Project, at the Company's expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Special Source Credit shall be payable under this Agreement.

(c) The County covenants that it will from time to time, at the request and expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III

SPECIAL SOURCE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure.

The Company shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

SECTION 3.02. Special Source Credits.

(a) In order to reimburse the Company for a portion of the Cost of the Infrastructure with respect to the Project, commencing with the annual Fee Payment to be first payable on or before the January 15 immediately following the first year in which any portion of the Project is first placed in service, the County shall provide to the Company an annual Special Source Credit against each Fee Payment due with respect to the Project for a period of fifty (50) consecutive years or until the termination of the Sublease Agreement, whichever comes first, in an amount sufficient to reduce the amount of each such Fee Payment due for each such tax year, so that the resulting net Fee Payment due and payable by the Company equals the following:

- a. For a tax year in which the Company's net, pre-tax profits related to the Project are fifteen percent (15%) or less of Gross Sales, the Net Sales Payment for that year, which is to be calculated as set forth in Exhibit B.
- b. For a tax year in which the Company's net, pre-tax profits related to the Project exceed fifteen percent (15%) or more of Gross Sales, the Gross Sales Payment for that year, which is to be calculated as set forth in Exhibit B.

(b) As a condition to the Special Source Credit 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 the Net Sales Payment or Gross Sales Payment made with respect to the Project for that year. 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.

(c) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken. The Company hereby waives the right, if any, to receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken. The Company agrees that notwithstanding such waiver, if they receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken, the amount of the Special Source Credit that the Company is otherwise eligible to receive shall be reduced by the

amount of the abatement *ad valorem* taxes for the portion of the investment in the Project for which a Special Source Credit is taken.

(d) In no event shall the aggregate amount of all Special Source Credits claimed by the Company exceed the amount expended by them collectively with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit B.

(e) Should the Investment Target not be met by the end of the Investment Period, any Special Source Credits otherwise payable under this Agreement shall no longer be payable by the County, and the Company shall be retroactively liable to the County for the amount of the Special Source Credits previously received by the Company, plus interest at the rate payable for late payment of taxes.

(f) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(g) THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE CREDITS.

(h) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments for the Project in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Fee Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) A copy of the Park Agreement, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(c) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. Subject to the provisions of Section 7.01 hereof, the County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that any transfer by the Company of any of its interest in this Agreement to any other Person shall require the prior written consent of the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Special Source Credits to the Company, as the case may be, or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Special Source Credits under the Infrastructure Credit Act.

SECTION 4.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Special Source Credits hereunder to any other Person, except as may be required by South Carolina law.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If the County or the Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County or the Company, respectively, specifying the failure and requesting that it be remedied is given to the County by the Company, or to the Company by the County, by first-class mail, the County or the Company, respectively, shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Remedies and Legal Proceedings by the Company or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Company or the County, as the case may be, in their discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) exercise any or all rights and remedies provided by applicable laws of the State of South Carolina; or

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the County or the Company hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the County or the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Special Source Credits provided for herein have been credited to the applicable Company.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of the County and the Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and the Special Source Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Special Source Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

- (a) if to the County: Anderson County
Attn: County Administrator
101 S. Main Street
Anderson, South Carolina 29624
- with a copy to:
(which shall not
constitute notice
to the County) Anderson County Attorney
101 S. Main Street
Anderson, South Carolina 29624
- (b) if to the Company: Lake Hartwell Development Group LLC
Attn: Karen Alayne McCollough
P.O. Box 3763
Anderson, SC 29625
- with a copy to:
(which shall not
constitute notice
to the Company) Haynsworth Sinkler Boyd, P.A.
Attn: J. Philip Land, Jr. (pland@hsblawfirm.com)
One North Main Street, 2nd Floor
Greenville, South Carolina 29601

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.11. Indemnity.

(a) Notwithstanding the fact that it is the intention of the parties that the County, its members, officers, elected officials, employees, servants and agents (collectively, the ***“Indemnified***

Parties”) shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the Special Source Credits, by reason of the execution of this Agreement, by the reason of the performance of any act requested of it by the Company, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Agreement by the County.

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the Chairman of Anderson County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and Lake Hartwell Development Group LLC d/b/a The Shores of Asbury have caused this Agreement to be executed by their respective authorized officers, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman of County Council

By: _____
County Administrator

ATTEST:

Clerk to County Council of
Anderson County, South Carolina

[Signature page 1 to Special Source Credit Agreement]

**LAKE HARTWELL DEVELOPMENT GROUP LLC
d/b/a THE SHORES OF ASBURY**

By: _____
Name: _____
Title: _____

[Signature page 2 to Special Source Credit Agreement]

EXHIBIT A

REAL PROPERTY DESCRIPTION

Exhibit A: Asbury Park Site Boundary 35.5 acres
Anderson SC (not to scale)

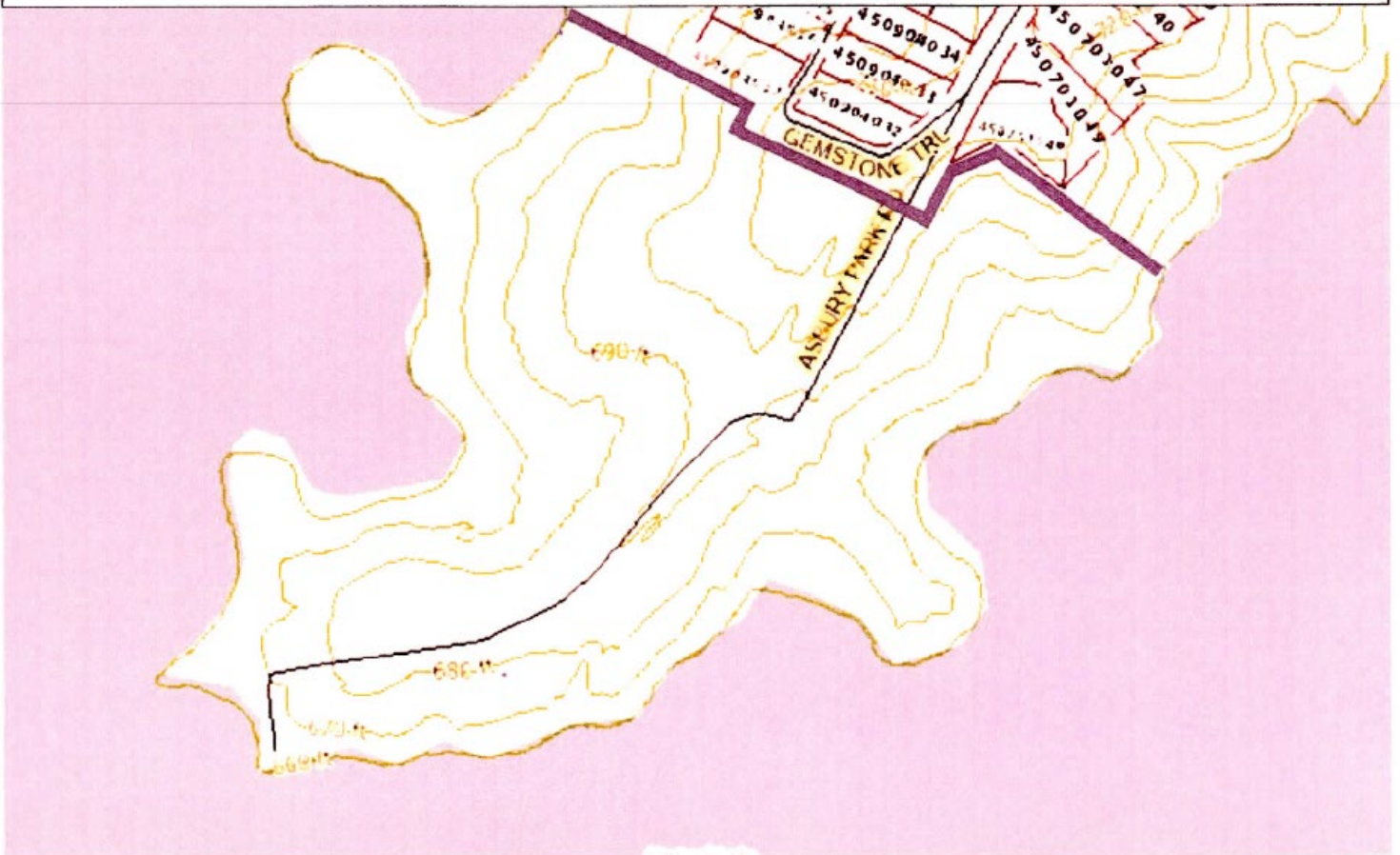


EXHIBIT B

**INFRASTRUCTURE INVESTMENT AND
FEE PAYMENT CERTIFICATION**

I _____, the _____ of _____, do hereby certify in connection with the Special Source Credit Agreement dated as of _____, 2022 (the "**Agreement**") between Anderson County, South Carolina, _____ (the "**Company**") as follows:

(1) As of December 31, 20____, the total amount of investment in Cost of the Infrastructure at the Project by the Company is not less than \$_____.

(2) The Fee Payment owed by the Company would be in an amount equal to \$_____ (assessed value of the Property) x 6% x _____ mills.

(3) Gross Sales of the Project for the year ending December 31, 20____ equal \$_____.

(4) The Company's net, pre-tax profits related to the Project for the year ending December 31, 20____ equal \$_____.

(5) The Company's net, pre-tax profits related to the Project is _____% of Gross Sales, pursuant to the following formula:

\$ _____ (net pre-tax profits) / \$ _____ (Gross Sales) x 100 = _____% of Gross Sales.

(6) Check whether a Net Sales Payment or Gross Sales Payment will be made:

☐ Because the Company's net, pre-tax profits are equal to or less than 15% of Gross Sales, consistent with Section 3.02 of the Agreement, the Company requests that the County apply a special source credit against the Fee Payment otherwise due and payable to the County such that the Fee Payment is equal to 3% of Net Sales for the year ending December 31, 20____, which is equal to \$_____.

☐ Because the Company's net, pre-tax profits exceed 15% of Gross Sales, consistent with Section 3.02 of the Agreement, the Company requests that the County apply a special source credit against the Fee Payment otherwise due and payable to the County such that the Fee Payment is equal to 3% of Gross Sales for the year ending December 31, 20____, which is equal to \$_____.

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

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

By: _____
Name: _____
Its: _____

ORDINANCE NO. 2023-032

AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK TO INCLUDE CERTAIN PROPERTY OF LAKE HARTWELL DEVELOPMENT GROUP LLC, D/B/A THE SHORES OF ASBURY AND OTHER MATTERS RELATED THERETO.

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

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

WHEREAS, in connection with certain incentives being offered by Anderson County to Lake Hartwell Development Group LLC, d/b/a The Shores of Asbury, 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. Exhibit A to the Agreement is hereby and shall be amended and revised to include the property located in Anderson County described in the schedule attached to this Ordinance, and, pursuant to Section 3(B) of the Agreement, upon adoption by Greenville County Council of a corresponding ordinance, the Agreement shall be deemed amended to so include such property and Exhibit A as so revised, without further action by either county.

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

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

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

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

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

1st Reading: _____

2nd Reading: _____

3rd 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

[045-09-04-038]

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of _____, 2023, _____, 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.

Clerk, Anderson County Council

Dated: _____, 2022

ORDINANCE NO. 2023-033

AN ORDINANCE TO APPROVE THE FIRST AMENDMENT TO SUBLEASE AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, AND LAKE HARTWELL DEVELOPMENT GROUP LLC D/B/A THE SHORES OF ASBURY FOR THE ASBURY PARK SITE ON LAKE HARTWELL; AND OTHER MATTERS RELATED THERTO.

WHEREAS, Anderson County Council has entered into a lease agreement (Lease No. DACW 21-1-20-0063) with the Secretary of the Army for the Asbury Recreation Area (“Asbury Park”) or (the “property”) on Lake Hartwell in Anderson County, South Carolina;

WHEREAS, Anderson County entered into the lease with the Secretary of the Army in anticipation of entering into a sublease of the property with Lake Hartwell Development Group, LLC (“LHDG”) for redevelopment of Asbury Park;

WHEREAS, Anderson County Council enacted Ordinance No. 2020-CP-037 on December 15, 2020, approving a sublease of the Property with LHDG;

WHEREAS, LHDG has requested that the sublease be amended to provide for branding of the redeveloped park as The Shores of Asbury by amending the sublease to show that the sublessee is Lake Hartwell Development Group LLC d/b/a The Shores of Asbury; and

WHEREAS, the United States Army Corps of Engineers has indicated that it has or will consent to this amendment to the Sublease Agreement.

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

1. The Chairman of the Anderson County Council and the County Administrator are hereby authorized to execute any and all documents to approve the First Amendment to Sublease Agreement between Anderson County and Lake Hartwell Development Group LLC d/b/a The Shores of Asbury substantially in the form attached hereto as **Exhibit A.**

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

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

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

5. This ordinance shall take effect and be in full force upon the Third Reading and

Enactment by Anderson County Council.

ORDAINED in meeting duly assembled this _____ day of _____, 2023.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee Watts, Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

**FIRST AMENDMENT TO
SUBLEASE AGREEMENT
BETWEEN ANDERSON COUNTY AND
LAKE HARTWELL DEVELOPMENT GROUP, LLC D/B/A
THE SHORES OF ASBURY
LEASE NO. DACW21-1-20-0063
HARTWELL LAKE PROJECT
ANDERSON COUNTY, SOUTH CAROLINA**

This SUBLEASE AGREEMENT is made and entered into by and between Anderson County, (hereinafter referred to as “SUB-LESSOR”) and Lake Hartwell Development Group, LLC d/b/a The Shores of Asbury., (hereinafter referred to as “SUB-LESSEE”).

In consideration of the mutual covenants and agreements set forth in this SUBLEASE and for other good and valuable consideration, the receipt of which is hereby acknowledged, SUB-LESSOR does hereby sublease to SUB-LESSEE and SUB-LESSEE does hereby sublease from SUB-LESSOR the premises generally described as follows:

Approximately 35 acres of land and water area under the primary jurisdiction of the Department of the Army in the Hartwell Project Area, hereinafter referred to as the premises as shown on attached **Exhibit “A”**, for public park and recreational purposes from the Department of the Army of the United States; on Hartwell Lake, Anderson County, South Carolina (hereafter referred to as the “PREMISES”).

1. TERM

The term of this SUBLEASE is twenty-five years (25) years, beginning on December 15, 2020 and ending on December 14, 2045, unless sooner terminated as provided for in this SUBLEASE and in no case shall the SUBLEASE exceed the term of the Prime Lease DACW21-1-20-0063 (hereinafter referred to as “LEASE”). SUBLESSEE will receive first right of refusal for any extension of the LEASE. SUBLESSOR agrees to negotiate with the ARMY Corps of Engineers for a lease extension starting no later than 20 years from the date of this sublease agreement.

2. RENT

SUB-LESSEE agrees to pay to the SUB-LESSOR rental payments in the amount of one dollar per year and pay to SUB-LESSOR three (3)% of net sales annually from operation of the Asbury Park project to be included in a Fee Agreement with placement of the project in a Multicounty Park Agreement, This fee is being paid to SUB-LESSOR in lieu of all county property taxes on all taxable improvements made on the PREMISES.

3. FEES

Fees may be charged by the SUB-LESSEE for use of the premises or any facilities, however, no user fees may be charged by the SUB-LESSEE or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

4. SUBLEASE

SUB-LESSEE accepts this SUBLEASE subject to all of the terms and conditions of a certain Lease Agreement, Supplemental Agreement, Extension or Modification of the Lease for the property described in the U.S. Army Corps of Engineers Lease No. DACW21-1-20-0063, under which the SUB-LESSOR holds the premises as Lessee. SUB-LESSEE is hereby charged at all times with full knowledge of all the limitations and requirements of above said lease, and the necessity for correction of deficiencies, and with compliance with requests by the Government. Sublease is subject to the prime Lease, and all activities must be approved by the District Engineer. In the event of a conflict between the prime lease and the sublease, the prime lease shall be the controlling document. SUB-LESSEE covenants that it will do no act or thing which would constitute a violation of said Lease or any renewal, modification, or subsequent Lease the SUB-LESSOR may have with the Government.

5. USE OF PREMISES

SUB-LESSEE shall use the Leased Premises for recreational purposes. SUB-LESSEE shall not commit any waste nor create any nuisance on the Leased Premises and shall comply with all rules and regulations as established by the SUB-LESSOR. SUB-LESSEE shall comply with all applicable rules and regulations of governmental agencies and health department concerning the SUB-LESSEES use of the PREMISES.

6. MAINTENANCE

SUB-LESSEE shall at its sole expense maintain and keep the premises, structures and surrounding area in good condition and state of repair and shall leave the Leased Premises in essentially the same condition as it was when delivered to the SUB-LESSEE by the SUB-LESSOR. SUB-LESSEE shall pay all utility charges for electric, water, heat, gas, and telephone service used on the Leased Premises directly to the appropriate utility company/corporation. SUB-LESSEE shall pay the pro-rate share of the cost of trash removal services from the Leased Premises relating to its operation.

7. INSURANCE

SUB-LESSEE shall maintain and pay all property and liability insurance and any other insurance necessary and prudent for normal operation of the facilities on the premises, including but not limited to workers' compensation insurance. SUB-LESSEE shall furnish the SUB-LESSOR with a copy of a Certificate of Insurance with SUB-LESSOR furnishing a copy to U.S. Army Corps of Engineers, Real Estate Division (ATTN: RE-RM), 100 West Oglethorpe Ave, Savannah, Georgia 31401, naming the SUB-LESSOR and U.S. Army Corps of Engineers as additional named insureds and having a policy limit of \$1,000,000.00 per claim and aggregate of \$1,000,000.00.

8. INDEMNITY OF SUB-LESSOR AND GOVERNMENT

SUB-LESSOR AND GOVERNMENT shall not be liable to SUB-LESSEE or to SUB-LESSEE'S employees, agents, officers, directors, invitees, customers and/or visitors for any injury to persons or damage to property on or about the Premises caused

by the negligence or misconduct of the SUB-LESSEE or its employees, customers, invitees, or any other person arising out of the use of the Premises by the SUB-LESSEE and SUB-LESSEE agrees to indemnify and hold the SUB-LESSOR AND GOVERNMENT harmless from any claims or damages arising from such injury or damage.

9. DEFAULT

If SUB-LESSEE shall allow any payment obligation under this SUBLEASE to be in arrears or be in default under any of the other terms or conditions set forth in this SUBLEASE for a period of more than fifteen (15) days after written notice of such delinquency, SUB-LESSOR may without further notice to the SUB-LESSEE terminate this SUBLEASE and re-enter and take possession of the Premises without being deemed guilty of trespass.

10. TRANSFERS, ASSIGNMENTS, AND SUBLEASES

SUB-LESSEE may not assign, sublet, transfer, or in any manner encumber this SUBLEASE without the prior written approval of the SUB-LESSOR and written consent by the Government.

11. NOTICES

All notices required hereunder must be given by certified or registered mail addressed to the proper party at the following address:

SUB-LESSOR: Anderson County
 ATTN:County Administrator
 P.O. Box 8002
 Anderson, SC 29622

SUB-LESSEE: Lake Hartwell Development Group, LLC d/b/a
 The Shores of Asbury
 ATTN:Karen Alayne McCullough
 1600 Asbury Park Road
 Anderson, SC 29625

12. NON-DISCRIMINATION

a. The SUB-LESSEE shall not discriminate against any person or persons or exclude them from participation in the SUB-LESSEE's operations, programs or activities conducted on the premises, because of race, color, religion, sex, age, handicap, or national origin. The SUB-LESSEE will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

b. The SUB-LESSEE, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age

Exhibit A

Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1 and Army Regulation 600-7. This assurance shall be binding on the SUB-LESSEE, its agents, successors, transferees, sub-lessees and assignees.

13. PROHIBITED USES

The SUB-LESSEE will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The SUB-LESSEE will not subdivide nor develop the premises into private residential development

14. ENTIRE AGREEMENT

This SUBLEASE and Lease No. DACW21-1-20-0063, and any amendments thereto now or in the future, represents the entire agreement of the parties and no modification, amendment, or alteration of the terms of this agreement shall be binding unless in writing and duly executed by all the parties.

This SUBLEASE AGREEMENT is hereby executed this _____ day of _____, 20_____.

SUB-LESSEE: Lake Hartwell Development
Group, LLC d/b/a
The Shores of Asbury

By: _____

Title: _____

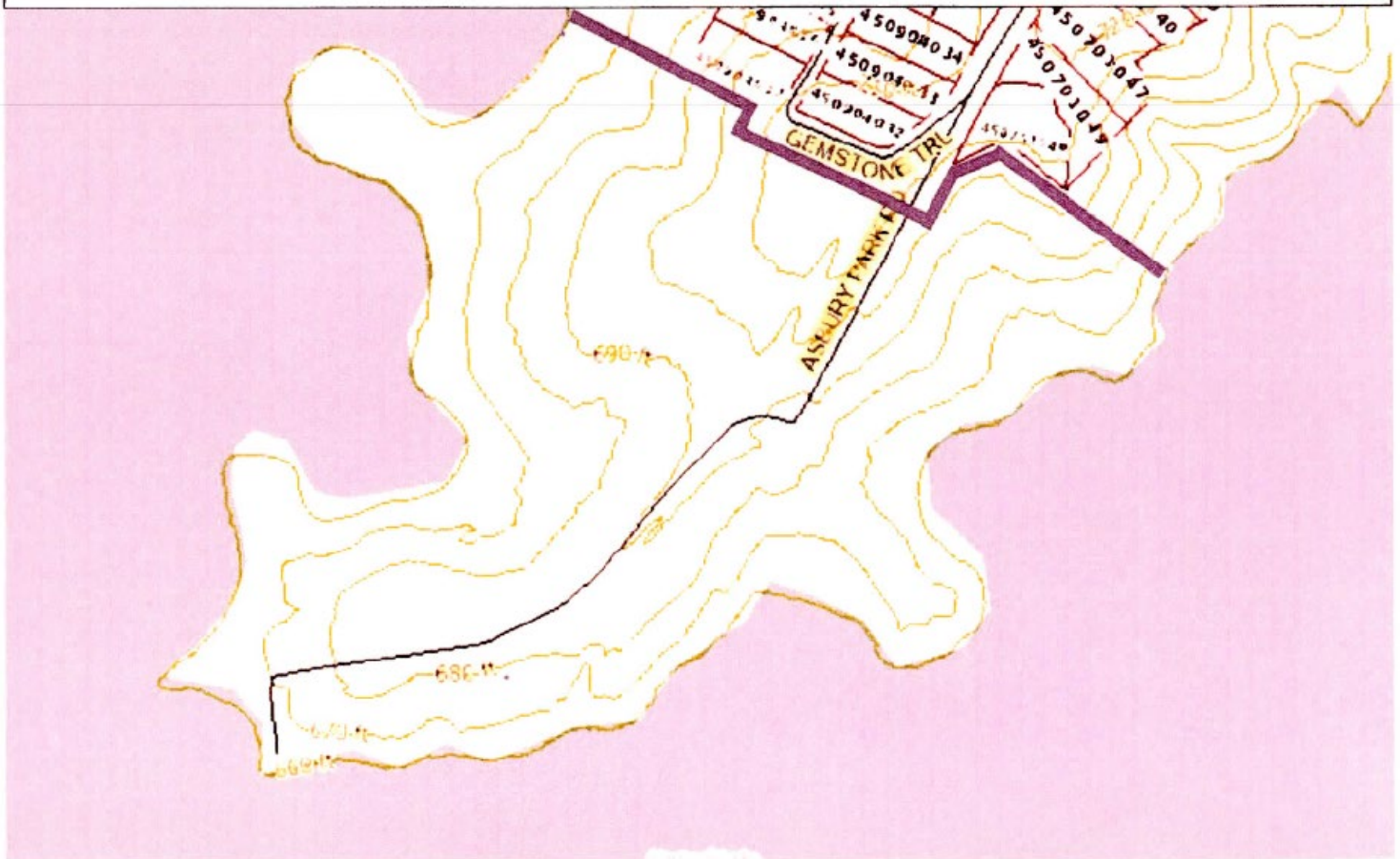
SUB-LESSOR: Anderson County

By: _____

Title: County Administrator

REAL PROPERTY DESCRIPTION

Exhibit A: Asbury Park Site Boundary 35.5 acres
Anderson SC (not to scale)



ORDINANCE NO. 2020-037

AN ORDINANCE TO APPROVE A SUBLEASE AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND LAKE HARTWELL DEVELOPMENT GROUP, LLC FOR THE ASBURY PARK SITE ON LAKE HARTWELL LOCATED AT THE END OF ASBURY PARK ROAD; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County has entered into a lease agreement (Lease No. DACW 21-1-20-0063) with the Secretary of the Army for the Asbury Recreation Area ('Asbury Park') or (the "Property") on Lake Hartwell in Anderson County, South Carolina.

WHEREAS, Anderson County entered into the lease with the Secretary of the Army in anticipation of entering into a Sublease with Lake Hartwell Development Group, LLC ("LHDG") for redevelopment of Asbury Park;

WHEREAS, the Sublease with LHDG must be approved by Ordinance by the County Council and must be approved by the Department of the Army; and

WHEREAS, the sublease will be substantially the form as Exhibit A attached hereto.

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

1. The Chairman of the Anderson County Council and the County Administrator are hereby authorized to execute any and all documents to obtain a Sublease with LHDG for the Asbury Park Site on Lake Hartwell in substantially the form attached hereto as Exhibit A.

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


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

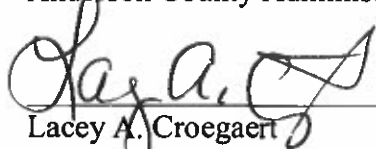
4. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

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


ORDAINED in meeting duly assembled this 15th day of December, 2020.

ATTEST:


Rusty Burns
Anderson County Administrator


Lacey A. Croegaert
Anderson County Clerk to Council

FOR ANDERSON COUNTY:


Tommy Dunn, Chairman
Anderson County Council

APPROVED AS TO FORM:


Leon C. Harmon
Anderson County Attorney

1st Reading: November 12, 2020

2nd Reading: November 20, 2020

3rd Reading: December 15, 2020

Public Hearing: December 15, 2020

SUBLEASE AGREEMENT
between
Anderson County and Lake Hartwell Development Group, LLC
LEASE NO. DACW21-1-20-0063
HARTWELL LAKE PROJECT
ANDERSON COUNTY, SOUTH CAROLINA

This SUBLEASE AGREEMENT is made and entered into by and between Anderson County, (hereinafter referred to as "SUB-LESSOR") and Lake Hartwell Development Group, LLC, (hereinafter referred to as "SUB-LESSEE").

In consideration of the mutual covenants and agreements set forth in this SUBLEASE and for other good and valuable consideration, the receipt of which is hereby acknowledged, SUB-LESSOR does hereby sublease to SUB-LESSEE and SUB-LESSEE does hereby sublease from SUB-LESSOR the premises generally described as follows:

Approximately 35 acres of land and water area under the primary jurisdiction of the Department of the Army in the Hartwell Project Area, hereinafter referred to as the premises as shown on attached Exhibit "A", for public park and recreational purposes from the Department of the Army of the United States; on Hartwell Lake, Anderson County, South Carolina (hereafter referred to as the "PREMISES").

1. TERM

The term of this SUBLEASE is twenty-five years (25) years, beginning on December 15, 2020 and ending on December 14, 2045, unless sooner terminated as provided for in this SUBLEASE and in no case shall the SUBLEASE exceed the term of the Prime Lease DACW21-1-20- 0063 (hereinafter referred to as "LEASE"). SUBLESSEE will receive first right of refusal for any extension of the LEASE. SUB-LESSOR agrees to negotiate with the Army Corps of Engineers for a lease extension starting no later than 20 years from date of this sub lease agreement.

2. RENT

SUB-LESSEE agrees to pay to the SUB-LESSOR rental payments in the amount of one dollar per year and to assume and pay to SUB-LESSOR three (3) % of net sales annually from operation of the Asbury Park project to be included in a Fee Agreement with placement of the project in a Multicounty Park Agreement. This fee is being paid to SUB-LESSOR in lieu of all county property taxes on all taxable improvements made on the PREMISES.

3. FEES

Fees may be charged by the SUB-LESSEE for use of the premises or any facilities, however, no user fees may be charged by the SUB-LESSEE or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

4. SUBLEASE

SUB-LESSEE accepts this SUBLEASE subject to all of the terms and conditions of a certain Lease Agreement, Supplemental Agreement, Extension or Modification of the Lease for the property described in the U.S. Army Corps of Engineers Lease No. DACW21-1-20-0063, under which the SUB-LESSOR holds the premises as Lessee. SUB-LESSEE is hereby charged at all times with full knowledge of all the limitations and requirements of above said lease, and the necessity for correction of deficiencies, and with compliance with requests by the Government. Sublease is subject to the prime Lease, and all activities must be approved by the District Engineer. In the event of a conflict between the prime lease and the sublease, the prime lease shall be the controlling document. SUB-LESSEE covenants that it will do no act or thing which would constitute a violation of said Lease or any renewal, modification, or subsequent Lease the SUB-LESSOR may have with the Government.

5. USE OF PREMISES

SUB-LESSEE shall use the Leased Premises for recreational purposes. SUB-LESSEE shall not commit any waste nor create any nuisance on the Leased Premises and shall comply with all rules and regulations as established by the SUB-LESSOR. SUB-LESSEE shall comply with all applicable rules and regulations of governmental agencies and health department concerning the SUB-LESSEE'S use of the PREMISES.

6. MAINTENANCE

SUB-LESSEE shall at its sole expense maintain and keep the premises, structures and surrounding area in good condition and state of repair and shall leave the Leased Premises in essentially the same condition as it was when delivered to the SUB-LESSEE by the SUB-LESSOR. SUB-LESSEE shall pay all utility charges for electric, water, heat, gas, and telephone service used on the Leased Premises directly to the appropriate utility company/corporation. SUB-LESSEE shall pay the pro-rate share of the cost of trash removal services from the Leased Premises relating to its operation.

7. INSURANCE

SUB-LESSEE shall maintain and pay all property and liability insurance and any other insurance necessary and prudent for normal operation of the facilities on the premises, including but not limited to workers' compensation insurance. SUB-LESSEE shall furnish the SUB-LESSOR with a copy of a Certificate of Insurance with SUB-LESSOR furnishing a copy to U.S. Army Corps of Engineers, Real Estate Division (ATTN: RE-RM), 100 West Oglethorpe Ave, Savannah, Georgia 31401, naming the SUB-LESSOR and U.S. Army Corps of Engineers as additional named insureds and having a policy limit of \$1,000,000.00 per claim and aggregate of \$1,000,000.00.

8. INDEMNITY OF SUB-LESSOR AND GOVERNMENT

SUB-LESSOR AND GOVERNMENT shall not be liable to SUB-LESSEE or to SUB-LESSEE'S employees, agents, officers, directors, invitees, customers and/or visitors for any injury to persons or damage to property on or about the Premises caused by the negligence or misconduct of the SUB-LESSEE or its employees, customers, invitees, or any other person arising out of the use of the Premises by the SUB-LESSEE

and SUB-LESSEE agrees to indemnify and hold the SUB-LESSOR AND GOVERNMENT harmless from any claims or damages arising from such injury or damage.

9. DEFAULT

If SUB-LESSEE shall allow any payment obligation under this SUBLEASE to be in arrears or be in default under any of the other terms or conditions set forth in this SUBLEASE for a period of more than fifteen (15) days after written notice of such delinquency, SUB-LESSOR may without further notice to the SUB-LESSEE terminate this SUBLEASE and re-enter and take possession of the Premises without being deemed guilty of trespass.

10. TRANSFERS, ASSIGNMENTS, AND SUBLEASES

SUB-LESSEE may not assign, sublet, transfer, or in any manner encumber this SUBLEASE without the prior written approval of the SUB-LESSOR and written consent by the Government.

11. NOTICES

All notices required hereunder must be given by certified or registered mail addressed to the proper party at the following address:

SUB-LESSOR:	<u>Anderson County</u>
	<u>ATTN: County Administrator</u>
	<u>101 South Main Street</u>
	<u>Anderson, SC 29624</u>
SUB-LESSEE:	<u>Lake Hartwell Development Group, LLC</u>
	<u>ATTN: Karen Alayne McCullough</u>
	<u>2011 S Main Street</u>
	<u>Anderson, SC 29621</u>

12. NON-DISCRIMINATION

a. The SUB-LESSEE shall not discriminate against any person or persons or exclude them from participation in the SUB-LESSEE's operations, programs or activities conducted on the premises, because of race, color, religion, sex, age, handicap, or national origin. The SUB-LESSEE will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

b. The SUB-LESSEE, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1 and Army Regulation 600-7. This assurance shall be

binding on the SUB-LESSEE, its agents, successors, transferees, sub-lessees and assignees.

13. PROHIBITED USES

The SUB-LESSEE will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The SUB-LESSEE will not subdivide nor develop the premises into private residential development

14. ENTIRE AGREEMENT

This SUBLEASE and Lease No. DACW21-1-20-0063, and any amendments thereto now or in the future, represents the entire agreement of the parties and no modification, amendment, or alteration of the terms of this agreement shall be binding unless in writing and duly executed by all the parties.

This SUBLEASE AGREEMENT is hereby executed this 15th day of December, 2020.

SUB-LESSEE:

By: _____

Karen Hays McElroy

Title: President

SUB-LESSOR:

By: _____

Title: County Administrator

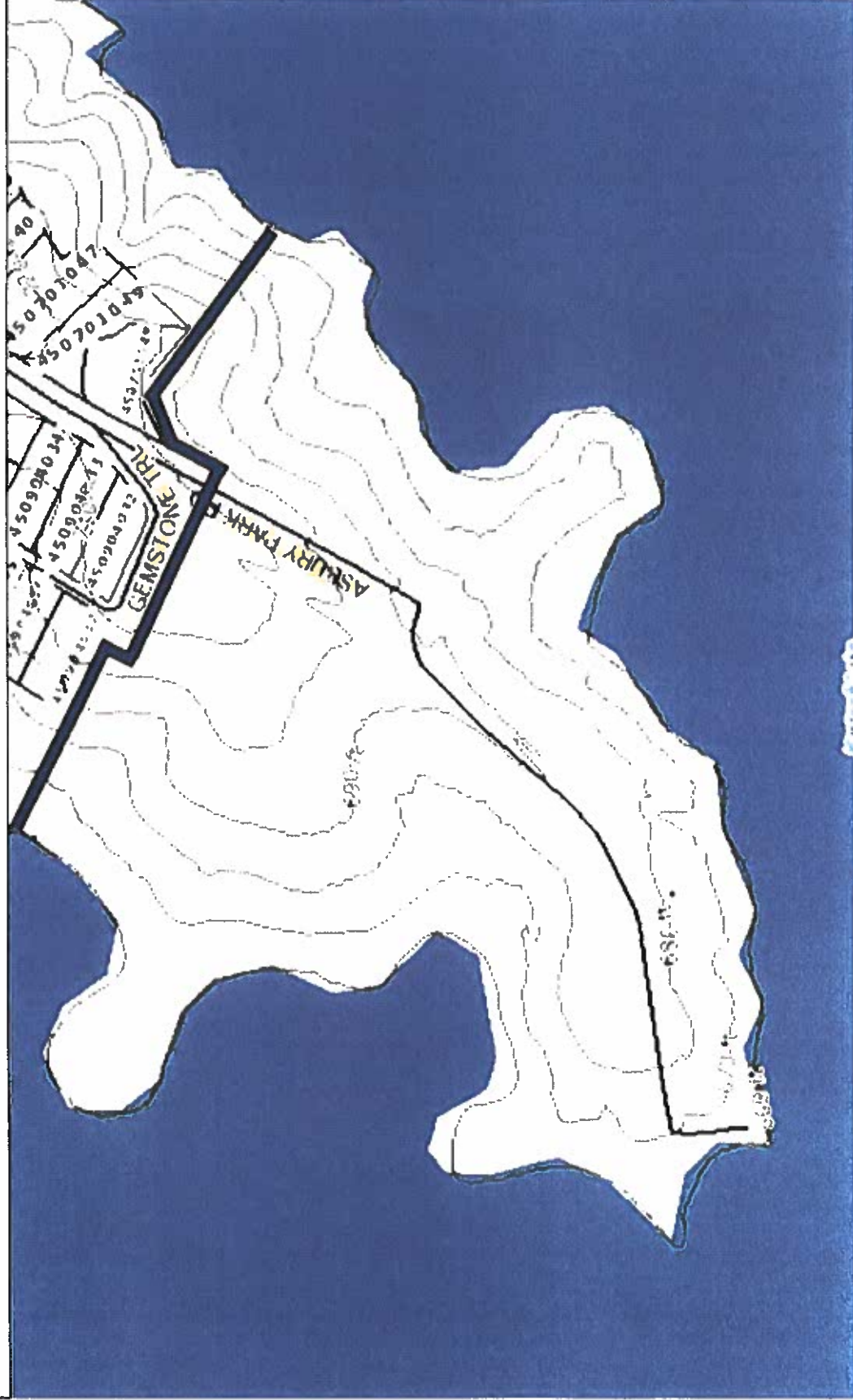
Consent to this SUBLEASE AGREEMENT:
(Reviewed as to content, but not a party hereto)

UNITED STATES OF AMERICA

By: _____

Title: _____

(not to scale)



**CONSESSION SUB-LEASE
AGREEMENT between**

Lake Hartwell Development Group LLC DBA The Shores of Asbury, and Jose Romo
Salcido DBA EL Arriero AT The Shores

To provide Food Services and
Beverage Services at 1630 Asbury
Park Road, Anderson SC 29625

This CONCESSION SUB-LEASE AGREEMENT is made and entered into this 25th day of march, 2023 by and between Lake Hartwell Development Group LLC DBA The Shores of Asbury, (hereinafter referred to as the "Grantor" and Jose Romo Salcido DBA EL Arriero AT The Shores (hereinafter referred to as the "CONCESSIONAIRE").

In consideration of the mutual covenants and agreements set forth in this CONCESSION SUB-LEASE AGREEMENT and for other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant to CONCESSIONAIRE and CONCESSIONAIRE does hereby agree to provide food and beverage services to the GRANTOR and its guest at the premises located within The Shores of Asbury 1600 Asbury Park Road, Anderson, SC 29625 and generally described as follows:

Approximately 55 x 75 (4,125 square feet) of patio space, building containing one fully equipped kitchen approximate area 16 x 48 (768 square feet), building to be used but not limited to an ice cream shop, bar, or indoor seating with approximate area of 16 x 36 (576 square feet) and a 12 stall {(8-10) open in season, (4-6) open off season} restroom building used by the guest within the park.

I. TERM

The term of this CONCESSION SUB-LEASE AGREEMENT is for one year (1) year, beginning on May FIRST (01), 2023 and ending on May FIRST (01), 2024, unless sooner terminated as provided for in this AGREEMENT. RENTAL payments in the amount of six (6000.00) thousand per month are to begin on May FIRST (01), 2023. ADDITIONAL TERMS AND CONDITIONS DEFINED IN BODY OF THIS CONCESSION SUB-LEASE AGREEMENT.

Once contract is signed and certificate of insurance is provided CONCESSIONAIRE is free to take possession of space to get ready for the season.

Term Renewal covered under this CONCESSION SUB-LEASE AGREEMENT may have the option to extend up to TEN (10) years, and in no case shall the CONCESSION SUB-LEASE exceed the term of the Prime Lease DACW21-1-20-0063. ADDITIONAL RENEWAL TERMS AND CONDITIONS DEFINED IN BODY OF THIS CONCESSION SUB-LEASE AGREEMENT. The GRANTOR has agreed to establish additional length of term no later than ninety (90) days from the date of this CONCESSION SUB-LEASE being fulfilled. The GRANTOR agrees to give the CONCESSIONAIRE the first right of refusal to rent premises defined in this agreement. The CONCESSIONAIRE has the sole right to terminate or vacate this agreement at the end of the first year of TERM as long as all utilities are paid and up to date in

one CF
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billing, all equipment and furnishings are presented, and CONCESSIONIARE is in good standing with the TERMS of rent. This CONCESSION SUB-LEASE AGREEMENT sets forth the TERM for the first year only. CONCESSIONIARE agrees and understands renewal for TERM years two (2) through ten (10) will only take place after a rental increase has been established for the additional subsequent years allowed in this CONCESSION SUB-LEASE. The GRANTOR agrees to offer a current market rent request or to offer a percentage of GROSS SALES no less than ten (10) percent and not greater than twenty one (21) percent of GROSS SALES for any increments of an extended or renewed term.

2. RENT/DEPOSIT

RENT is due the FIRST day (1st) of each month and considered late after the fifth (5th) day of each month. CONCESSIONAIRE agrees to pay to the GRANTOR rental payments in the amount of Six thousand dollars (\$6,000.00) per month for the in season months of March, April, May, June, July, August, September, October, and November. Starting this first term in May as already established. Off Season months will be half of the amount as in season rent. Rent in the Off season months of December, January, and February will be reduced to Three Thousand dollars (\$3,000.00) Rent will commence on May 1st, 2023. Late fees will accrue after the fifth (5th) of each month at a rate of \$35.00 per day.

DEPOSIT is due by May 1st, 2023 in the amount of twenty five hundred dollars (\$2,500.00). CONCESSIONAIRE agrees to be open by serving some form of food and beverage no later than May 1st, 2023. CONCESSIONIARE understands and agrees GRANTOR is providing a space capable of serving food and agrees to open even with limited menu. CONCESSIONIARE agrees and understands opening dates for this TERM is set differently than ordinary season months of operations.

3. USE/FEES/HOURS OF OPERATION / PRICING

Commercial Retail/Wholesale Food Service, Entertainment, and Beverage Services. The GRANTOR reserves the right to hold additional events and concerts and will coordinate with the CONCESSIONIARE. The GRANTOR reserves the right to the re-negotiation of profit-sharing percentages for additional events held throughout the term for the additional events from a minimum of an additional eight (8) percent of gross sales to a maximum of 20 (twenty) percent of gross sales. GRANTOR and CONCESSIONIARE may also have the option to allow whomever pays for the upfront cost of the special events to retain ALL ticket sales in Lieu of percentages of GROSS SALES of food or beverages. GRANTOR and CONCESSIONIARE can agree to sharing a portion of alcohol, beer or wine sales at special events and let whomever paid for entertainment keep ALL ticket sales and allow CONCESSIONIARE keep ALL food sales and or beverage sales. These events include but not limited to CONCERTS, VENDOR FAIRS, PLAY PRODUCTIONS, SPORTING EVENTS, CRAFT FAIRS, and OTHER SUCH ACTIVITIES.

FEES

Fees may be charged by the CONCESSIONAIRE for food, beverages, entertainment and special events however, no user fees may be charged by the CONCESSIONAIRE for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers

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for the facility would be prohibited under law.

HOURS OF OPERATION

IN SEASON HOURS OF OPERATION MARCH 16th - NOVEMBER 14th

CONCESSIONAIRE agrees to provide food and beverages at ALL events and all IN SEASON hours. Definition of hours of operation, is determined to be (MARCH 16th - NOVEMBER 14th) CONCESSIONAIRE agrees to provide food and beverage Seven (7) days a week at a minimum of 10 am to 10 pm. The GRANTOR and CONCESSIONAIRE can adjust times, beginning dates and ending dates according to supply, demand needs and based on profitability for the CONCESSIONAIRE as well as the GRANTOR. These dates and times are discussed and suggested as the minimums to fulfill this agreement. CONCESSIONAIRE agrees, The GRANTOR reserves the right to set hours of operation.

CONCESSIONAIRE agrees to and understands hours of operation may be adjusted however months of operation are set and listed below.

OFF SEASON MONTHS and HOURS OF OPERATION NOVEMBER 15th – MARCH 15th

A minimum hours of operations during OFF-SEASON (NOVEMBER 15th - MARCH 15th) FRIDAYS 12pm-9pm, Saturday hours 10am-9pm, Sunday's hours 10 am to 7 pm. During ALL EVENTS IN SEASON or OFF SEASON the CONCESSIONAIRE will be required to offer some form of food and beverage. The special event off season menu can be determined by both GRANTOR and CONCESSIONAIRE. By no means is GRANTOR requesting CONCESSIONAIRE work on CHRISTMAS DAY, THANKSGIVING DAY, NEW YEARS DAY, or CINCO DE MAYO, any of these days will always remain up to the CONCESSIONAIRE.

PRICING

CONCESSIONAIRE may charge prices and rates that are reasonable and fair. A copy of all prices and rates must be submitted annually to the GRANTOR so we can share with the US ACE and Anderson County if requested. This can be in the form of a *menu*. If the menu changes the CONCESSIONAIRE and GRANTOR together must agree to and approve all changes and items changed, prior to opening each season or when adjustments to menu are determined needed.

4. CONCESSIONAIRE SUB-LEASE AGREEMENT/NON-EXCLUSIVE RIGHTS

CONCESSIONAIRE agrees if not sure of anything to ask GRANTOR instead of risking alarm to the GRANTORS relationship with ANDERSON COUNTY and the surrounding public.

CONCESSIONAIRE agrees and understands the CONCESSIONAIRE represents not only themselves, but also represents Lake Hartwell Development Group, LLC DBA as The Shores of Asbury

cf
BW JQ

NON-EXCLUSIVE RIGHTS

CONCESSIONAIRE agrees to and understands, the CONCESSIONAIRE does not have exclusive rights to all concession operations within The Shores of Asbury park, but rather only to the specific operation at the specific location as described in the confines of this agreement. There may be times when other food vendors are asked to come for special occasions, events etc. The CONCESSIONAIRE agrees to and understands, this CONCESSIONAIRE SUB-LEASE AGREEMENT does not give to this CONCESSIONAIRE exclusive rights to all concessions within the park.

5. USE OF PREMISES/EQUIPMENT/SIGNS/NAME/SOCIAL MEDIA

CONCESSIONAIRE shall use the Leased Premises to provide food, beverage, and entertainment services. Quiet Time shall be observed in the park from 10pm until 8am. All operations and guest services to the public events, concerts, and entertainment should be held within the constraints of these restrictions. Events to go beyond the bounds of these time frames should be granted by the GRANTOR and allowed time for the GRANTOR to receive proper permits if needed. Cleaning can continue well beyond these time constraints and opening prep work may commence prior to ending of park quiet time but needs to remain so as to not disturb any public staying in the park, park neighbors, or neighbors directly across the water from the area defined in this AGREEMENT. CONCESSIONAIRE shall not commit any waste nor create any nuisance on the Leased Premises and shall meet and comply with all rules and regulations as established by the GRANTOR in this AGREEMENT and extended to an EXHIBIT B which must be signed individually if needed. CONCESSIONAIRE shall comply with all applicable rules and regulations of governmental agencies, building and codes, and the health department concerning the CONCESSIONAIRE use of the PREMISES.

SIGNS

CONCESSIONAIRE

CONCESSIONAIRE agrees to allow GRANTOR to see and approve all signage prior to the installation of said signage.

NAME of BUSINESS

CONCESSIONAIRE agrees to allow GRANTOR to approve name used to conduct business at The Shores of Asbury.

SOCIAL MEDIA

CONCESSIONAIRE agrees to allow GRANTOR to have access to passcodes, passwords to all social media associated to the CONCESSIONAIRE's business describe in this CONCESSION SUB-LEASE AGREEMENT. GRANTOR is asking all media reflect the integrity of the already established business of the Shores of Asbury and ask the CONCESSIONAIRE to never post or share anything damaging or to harm each other's business or reputation in either way. GRANTOR also agrees to show the same respect to CONCESSIONAIRE and only ask for

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this stipulation so we might help the CONCESSIONIARE grow and prosper together in the new massive media world we live in. CONCESSIONIARE and GRANTOR agrees all pictures taken in and around each other's areas can be used for publicity and social media post. Both GRANTOR and CONCESSIONIARE agree to always be tasteful in our posting and always look out for each other's intellectual and media rights so as to not harm each other in any way. Both agree to always be conscience of what's being posted to social media and the world wide web and agree to instruct or families and employees to do the same.

6. MAINTENANCE/REPAIRS/ALTERATIONS/IMPROVEMENTS /RESPONSIBILITIES

During the Lease term, CONCESSIONAIRE shall make, at CONCESSIONAIRE'S expense all necessary repairs to the Leased Premises. Repairs shall include but not limited to, such items as routine repair of floors, walls, ceilings, painting, and other parts of the Leased property damaged or worn through normal occupancy, ac/heat systems should be maintained, and filters changed. Restroom, patio, indoor seating area, leased structures and surrounding area in good condition and state of repair and shall have the Leased Premises in essentially the same condition or better than it was when delivered to the CONCESSIONAIRE by the GRANTOR.

CONCESSIONAIRE, at CONCESSIONAIRE expense shall have the right following GRANTORS consent to remodel, redecorate, make improvements and replacements of and to add to, any part of the Leased Premises from time to time as CONCESSIONAIR may deem desirable, provided the same are made to meet County codes, receive necessary permits anu any engineers approval necessary, and agrees to utilizing good quality materials.

CONCESSIONAIRE shall have the right to add personal property, equipment, machinery, trade fixtures and temporary installations in and upon the Premises and fasten the same to the premises without GRANTOR laying claim to personal property. CONCESSIONAIRE shall have the right to remove the same at any time during the term of this AGREEMENT provided that all damage to the Leased Premises caused by such removal be repaired by CONCESSIONAIRE at CONCESSIONAIRE'S expense. Should CONCESSIONAIRE decide to vacate, be evicted, or decide to leave before term is up, CONCESSIONIARE relinquishes rights to all improvements attached to structure or structures.

RESPONSIBILITIES

CONCESSIONAIRE agrees to take care of the grass and trash between the patio and stage, area between the patio and back of building to the lower road, and between the back of restaurant and back of restroom in line with the back of the grease trap. CONCESSIONAIRE agrees to be responsible to keep parking area from bathhouse to the rip rap blown off and free of trash and debris. CONCESSIONAIRE agrees to keep the restrooms clean, maintenanced, and stocked during off season unless closed, anu agrees to split responsibilities of leaning, maintaining, and of purchasing of cleaning supplies, toilet tissue and supplies during IN SEASON which is defined earlier in this agreement. The minimum restroom responsibility will include cleaning at least twice a day by both the GRANTOR and the CONCESSIONER.

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Both CONCESSIONAIRE and GRANTOR agree hospitality is a must in this industry and both agree to always strive make each guest feel welcome. Both parties agree if it is determined an employee is unsociable, mean, or downright rude it will not be tolerated. This does not mean we are expecting our people to not be strong or stand up to those in the wrong it simply means there is strength in being wise, considerate, and respectful to those around us. Both parties agree, we are selling fun a wonderful fun happy experience in one of the most beautiful places in all of ANDERSON COUNTY. Both parties agree, ALL GUEST no matter age, gender, color, sexual preference, or religion are welcome. Both parties agree to never pass a guest and not be cordial and show appreciation for the guest presence here at The Shores. IF the GRANTOR ever sees any employee not living up to these standards either in person or on social media the GRANTOR will give two warnings, one in person and the second in writing, after that no other warning will ever be given. The GRANTOR will have said person escorted off the property for good no questions asked.

CONCESSIONAIRE agrees to provide some form of entertainment guitar player, band, trivia, karaoke etc. during IN SEASON at a minimum of one night on the weekends and all major holidays. GRANTOR and CONCESSIONAIRE can work together to provide additional days of entertainment for guest in the park.

CONCESSIONAIRE shall pay all utility charges for electric, heat, propane gas, and telephone service used on the Leased Premises described in this AGREEMENT and labeled as METER A, directly to the appropriate utility company/corporation.

Unless it's been agreed to in writing to keep any portion of said utilities responsible by the CONCESSIONER in the GRANTORs name, the GRANTOR will separately invoice the CONCESSIONAIRE the full or pro rata if deemed necessary, and only amount due. The CONCESSIONAIRE agrees to pay in full the entire bill unless pro rata share of charges is determined necessary and agreed upon in written form and signed by both parties to be attached later. Should a pro rata agreement be necessary the CONCESSIONAIRE agrees to pay each month no later than 7 business days before date due total balance due on utilities so the GRANTOR can pay the appropriate utility company/ corporation. Or VICE VERSA should the CONCESSIONAIRE have a utility in its name and the GRANTOR is found to need a pro rata share. If CONCESSIONAIRE misses one payment this portion of the above AGREEMENT is no longer an option. It is up to CONCESSIONAIRE to determine if they want or need this option. The CONCESSIONAIRE is responsible for keeping a first aid kit and AED in working order handy at all times. The GRANTOR may request several employees or owners of the CONCESSIONAIRE be trained in CPR and how to administer the AED. If GRANTOR request this additional training, GRANTOR will help CONCESSIONAIRE or its employees become trained.

The CONCESSIONAIRE is responsible to do insect extermination according to DEHEC rules and regulations every month and keep rodent control devices in and around the Leased Premises as needed to maintain and keep a safe food and beverage service. The CONCESSIONAIRE agrees to allow the GRANTOR to also additionally use any means to assure no issues every form for insect and rodent control on the premises.

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The CONCESSIONAIRE is responsible to keep a point of sale (POS) system that shares reports a minimum of twice daily per GRANTOR wishes and needs. ALL sales including ALL cash sales must be reported. The rental payment to be established for the possible second year term through the tenth year term may be determined by a percentage of gross sales, no less than ten (10) percent of gross sales and no greater than twenty one (21) percent of gross sales. The computed percentage will be based off the gross sales which is used to pay the South Carolina's SALES and USE report due and payable per SOUTH CAROLINA tax laws. The rent payment is due by the first (1st) of each month. ALL BUSINESS TAXES, PERMITS, LICENSES, ETC needed to conduct business are the sole responsibility of the CONCESSIONAIRE.

The CONCESSIONAIRE is allowed to change any locks they find necessary, however the CONCESSIONAIRE must immediately give the GRANTOR all locks replaced and share a master set of keys to the new locks to the GRANTOR to be kept in the office of the GRANTOR. The CONCESSIONAIRE gives right to the GRANTOR to come in and inspect from time to time and enter in the building as needed.

CONCESSIONAIRE is required to abide by all non- discrimination Federal, County, and State work codes, to run a drug free workplace, and provide documentation to show all workers are legally eligible to work.

CONCESSIONAIRE shall elect to pay to the GRANTOR, the pro-rate share of the cost of trash removal service from the Lease Premises relating to its operation which currently is anything over three hundred forty dollars (\$340.00) per month or agree to be responsible to acquire trash removal services for themselves. GRANTOR will invoice the CONCESSIONAIRE in an individual invoice each month for the difference. GRANTOR is responsible for water, internet, and WIFI.

EXTENSION of TERM

CONCESSIONAIRE is being offered first right of refusal for subsequent terms up to ten (10) years to be re-negotiated no less than 90 days before end of TERM outlined in this CONCESSION SUB-LEASE AGREEMENT, providing the CONCESSIONAIRE agrees to make a capital improvement investment of sixty-nine thousand (69,000.00) or greater to the project at Asbury. This investment would all be used by the CONCESSIONAIRE to provide a hard permanent cover over the patio area. This figure was adopted by using the builders estimate a year and half ago.

If CONCESSIONAIRE determines they can add a hard permanent cover to the patio for less the lessor amount will be accepted to provide a longer term of no less than three (3) years from beginning date of this AGREEMENT. The GRANTOR request the patio cover be designed to be enclosed later and the cover extend over the peak of both buildings so water will run off correctly. ALL improvements should be approved by the GRANTOR and built to county codes, the GRANTOR agrees to re-negotiate additional terms with CONCESSIONAIRE for an extension of the CONCESSION LEASE AGREEMENT immediately upon completion of cover for no less than a period of three (3) years up to ten (10) additional years according to performance and capital

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improvement investment made. GRANTOR agrees to renegotiate with CONCESSIONIARE and only CONCESSIONIARE at end of term providing CONCESSIONIARE has fulfilled all obligations of this initial one (1) year CONCESSION SUB-LEASE AGREEMENT and providing CONCESSIONIARE has satisfactory preformed under the rules and regulations of this CONNCESSION SUB- LEASE AGREEMENT.

7. INSURANCE

CONCESSIONAIRE shall maintain and pay general liability insurance with beer or alcohol added and any other insurance necessary and prudent for normal operation of the facilities on the premises. Before CONCESSIONAIRE can execute business, the CONCESSIONAIRE shall furnish the GRANTOR a copy of INSURANCE with the GRANTOR listed as certificate holder and listed as additional insured. Lake Hartwell Development Group I.I.C. DBA THE SHORES OF ASBURY 1600 ASBURY PARK ROAD ANDERSON SC 29625 Insurance must have a minimum policy limit of one million, (\$1 000,000.00) per claim and aggregate of one million, (\$1,000,000).

The CONCESSIONAIRE is required to carry workers compensation for its employees.

GRANTOR shall maintain fire and liability insurance on the building and the Leased Premises such amount as the GRANTOR shall deem appropriate and pleases the USACE and Anderson County. CONCESSIONAL shall be responsible, at its expense, for fire and extended coverage insurance on all it's personal property, including removable trade fixtures, located on the Leased Premises, any and ALL improvements the CONCESSIONAL makes to cover the patio, amount should be enough to cover the rebuilding or replacement to the improved CONCESSION area.

8. INDEMNITY OF GRANTOR

GRANTOR shall not be liable to CONCESSIONAIRE or to CONCESSIONAIRE employees, family, friends, agents, officers, directors, invitees, customers and/or visitors for any injury to persons or damage to property on or about the Premises caused by the negligence or misconduct of the CONCESSIONAIRE or its employees, family, friends, agents, officers, directors, customers, invitees, or any other person arising out of the use of the Premises by the CONCESSIONAIRE and CONCESSIONAIRE agrees to indemnify and hold the GRANTOR harmless from any claims or damages arising from such injury or damage.

9. DEFAULT/FEES

If CONCESSIONAIRE shall allow any payment obligation under this AGREEMENT to be in arrears or be in default under any of the other terms or conditions set forth in this CONCESSION SUB-LEASE AGREEMENT for a period of more than five (5) days after written notice of such delinquency and according to the South Carolina FIVE (5) DAY EVICTION LAW, GRANTOR may without further notice to the CONCESSIONAIRE terminate this CONCESSION SUB-AGREEMENT and re-enter and take possession of the Premises without being deemed guilty of trespass.

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10. TRANSFERS, ASSIGNMENTS, AND SUBLEASES

CONCESSIONAIRE may not assign, sublet, transfer, or in any manner encumber this CONCESSION SUB-AGREEMENT without the prior written approval of the GRANTOR.

11. CONCESSION SUB-LEASE AGREEMENT TERMINATION

IF the CONCESSIONIARE wishes to terminate this existing CONCESSION SUB-LEASE AGREEMENT at the end of the term period, they may do so by notifying the SITE MANAGEMENT, or OWNERS in writing. The CONCESSIONIARE agrees to give at least a 90 day notice before term period is up to allow GRANTOR to try to find other concessionaire services. The CONCESSIONIARE agrees to leave property in better shape than when received should they not want to renegotiate the concession period terms laid out and accepted in this CONCESSION SUB-LEASE AGREEMENT. The CONCESSIONIARE agrees to forfeit the removal of anything attached to the structures that may hinder the continuation of business as usual and agrees to forfeit all, but not limited to, social media platforms, passwords, intellectual rights, websites, POS passwords, vendors account numbers and passwords, email addresses if needed, so GRAN TOR can continue business without interruption.

12. Alcohol Licensure Contingency

The GRANTOR agrees to share the cost for the CONCESSIONIARE by no more than half of the legal fees to obtain a Alcohol License. The GRANTOR has already met with a lawyer willing to obtain the License with an estimate of cost to be no more than ten thousand (\$10,000.00) to twelve thousand dollars (\$12,000.00). The GRANTOR agrees to reduce rent to cover up to half of the cost to obtain the License. The GRANTOR also agrees to share all letters provided by The United States Army Corp of Engineers and Anderson County to validate the opposition is falsely miss representing laws and president to hinder obtaining alcohol, beer, or wine sales. Regardless if the alcohol license has been obtained or not the CONCESSIONIARE agrees to provide and agrees to serve food and beverage and agrees to ALL other TERMS outlined in this CONCESSIONIARE SUB-LEASE AGREEMENT for a minimum of a one year term to begin on May 1st, 2023 and would end no earlier than November 15th, 2023.

13. NOTICES

All notices required hereunder must be given by hand delivery, certified or registered mail addressed to the proper party at the following address:

GRANTOR: Lake Hartwell Development LLC DBA The Shores of Asbury
ATTN: Karen Alayne McCullough President/Owner
1600 Asbury Park Road Anderson, SC 29625

CONCESSIONIARE ATT: Jose Romo Salcido
DBA El Arriero at The Shores
ADDRESS: 1630 Asbury Park Rd
Anderson SC. 29625

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NON-DISCRIMINATION

The CONCESSIONIARE shall not discriminate against any person or persons or exclude them from participation in the CONCESSIONIARE's operations, programs or activities conducted on the premises, because of race, color, religion, sex, age, handicap, or national origin.

PROHIBITED USES

The CONCESSIONIARE will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The CONCESSIONIARE will not subdivide nor develop the premises into a private residential development.

ENTIRE CONCESSION SUB-LEASE AGREEMENT

This CONCESSION SUB-LEASE AGREEMENT represents the entire agreement of the parties and no modification, amendment, or alteration of the terms of this agreement shall be binding unless in writing and duly executed by all the parties.

This CONCESSION SUB-LEASE AGREEMENT is hereby executed this 03 th day of March, 2023.

WITNESSED 1# by:

PRINT NAME

Cheryl Turnage

SIGNATURE

Cheryl Turnage

CONCESSIONIARE

By: PRINT NAME Jose Rame

SIGNATURE Jose Rame

GRANTOR Lake Hartwell Development Group LLC DBA
The Shores of Asbury

By: PRINT NAME Karen Alayne McCullough

SIGNATURE Karen Alayne McCullough

TITLE: Owner President

FIRST AMENDMENT TO CONCESSION SUB-LEASE AGREEMENT BETWEEN THE
LAKE HARTWELL DEVELOPMENT GROUP LLC, dba THE SHORES OF ASBURY
AND JOSE ROMO SALCIDO DBA EL ARRIERO AT THE
SHORES TO PROVIDE FOOD SERVICES AND BEVERAGE SERVICES AT 1630 ASBURY
PARK ROAD, ANDERSON, SC 29625

WHEREAS, Lake Hartwell Development Group LLC dba The Shores of Asbury and Jose
Romo Salcido d/b/a El Arriero at the
Shores entered into a Concession Sub-Lease Agreement on March 5, 2023, for El Arriero at the
Shore to provide concessions at Asbury Park; and

WHEREAS, the Parties to this Concession Sub-Lease ("Agreement") desire to amend that
Agreement such that it incorporates the terms and conditions of Lease Agreement DACW21-
120-0063 between the U.S. Army Corps of Engineers and Anderson County, South Carolina
dated 14 October 2020, and the terms and conditions of the Sub-Lease Agreement between
Anderson County, South Carolina and Lake Hartwell Development Group, LLC dba The Shores
of Asbury dated 15 December 2020.

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

1. The Terms and Conditions of the Lease Agreement the U.S. Army Corps of
Engineers and Anderson County, South Carolina and the Terms and Conditions of the Sub-Lease
between Anderson County, South Carolina and Lake Hartwell Development Group, LLC are
incorporated into the Agreement as if fully set forth verbatim in that Agreement.

2. In the event of a discrepancy between the Agreement, the Lease Agreement, and
the Sub-Lease Agreement, the order of precedence for determining which document controls (1)
the Lease Agreement, next (2) the Sub-Lease Agreement and lastly (3) the Concession
Agreement.

This First Amendment to Concession Sub-Lease Agreement is hereby executed this
__21st__ day of __July__ 2023.

CONCESSIONAIRE

BY: Agent (print name) Jose Romo

Signature: Jose Romo
Title- owner

WITNESS:

Print Name Cheryl Turnage
Signature Cheryl Turnage

GRANTOR

Lake Hartwell Development Group LLC dba
The Shores of Asbury

KRM
JR

Karen Alayne McCullough,
Officer, President

BY: Karen Alayne McCullough, Officer,
President

Agent Signature

Title

The Concession Sub-Lease Agreement and the First Amendment to Concession Sub-Lease Agreement has been reviewed and approved by Anderson County.

BY: _____

Anderson County Administrator

Consent to the Concession Sub-Lease Agreement
And the First Amendment to Concession Sub-
Lease Agreement (Reviewed as to Context, but not
a party hereto)

United States of America

BY: _____

Title: _____

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MEMORANDUM

ADMINISTRATOR'S OFFICE

DATE: 8/8/2023

TO: RUSTY BURNS
County Administrator

FROM: STEVE NEWTON
Governmental Affairs

SUBJECT: ITEM FOR CONSIDERATION BY COUNTY COUNCIL
OPIOID RECOVERY FUND PROPOSAL

Staff requests permission to access funding available to Anderson County from the South Carolina Opioid Recovery Fund (SCORF) Board. As you know, these funds emanate from our participation in various legal settlements with pharmaceutical manufacturers. All funds in the South Carolina Opioid Recovery Fund must be used for one or more of the approved opioid remediation uses, which are categorized into Core Abatement Strategies and Approved Uses.

Staff has identified two projects to submit for initial funding drawdown. We seek authorization by County Council to proceed with a formal submittal to the SCORF board for endorsement of our projects. We recommend accessing funds sufficient to cover costs associated with operating these two projects for an initial twelve-month period, after which time their effectiveness can be assessed and funding renewed, if appropriate.

The projects are as follows:

- Detention Center Treatment Program: This initiative is designed to provide detoxification assistance, addiction treatment appropriate counseling, and post-release aftercare and referrals to detainees. Opioid program funds will be used to expand existing medication-assisted treatment and health/wellness programs offered to inmates suffering from addiction, and to support contractual services that will provide licensed Mental Health/Behavioral Service professionals on a full-time basis at the Detention Center.

Tommy Dunn
Chairman, District 5

John B. Wright, Jr.
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn A. Davis
Council District 2

Jimmy Davis
Council District 6

Renee Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org

- Medication-Assisted Treatment Program Expansion: \$22,650
 - Medical Staff Expansion (providing two additional days of professional medical services): \$33,174
 - Contracted Licensed Mental Health/Behavioral Services (40 hours per week): \$115,000
 - **Total Project Cost--\$170,824**
- **Post-Release Treatment Scholarships:** Upon release from the Detention Center, will be referred to an appropriate recovery program, which may include a residential treatment program. For those lacking the ability to pay for residential treatment programs, a portion of the County's SCORF allotment will be used to provide scholarships at the Bridge Recovery Center (for males) and Shalom House (for females). The funding amount requested is based on providing ten scholarships to Bridge Center (\$3,800 each for four-month residential program) and ten scholarships to Shalom House (\$6,000 each for six-month residential program).
 - Bridge Center--\$38,000 (ten scholarships, covering four months of residential treatment, at \$3,800 each)
 - Shalom House--\$60,000 (ten scholarships, covering six months of residential treatment, at \$6,000 each)
 - **Total Project Cost--\$98,000**

TOTAL SCORF AMOUNT PROPOSED: \$268,824

Anderson County has funding in its SCORF account sufficient to cover these two projects. Staff is satisfied that the projects meet the letter and intent of SCORF-related guidelines, and that the two entities providing post-release treatment services are eligible and meet program qualification standards.



TO: Mr. Rusty Burns, County Administrator

FROM: Rita Davis, CFO *Rita Davis*

SUBJECT: Purchasing/Credit Card Authorization

DATE: August 9, 2023

Tommy Dunn
Chairman
Council District 5

Brett Sanders
Vice Chairman
Council District 4

John B. Wright, Jr.
Council District 1

Glenn Davis
Council District 2

Greg Elgin
Council District 3

Jimmy Davis
Council District 6

M. Cindy Wilson
Council District 7

Renee D. Watts
Clerk to Council

Rusty Burns
County Administrator

Would you please place on the August 15, 2023, County Council agenda for Council's approval to establish a purchasing card/credit card VISA program with Synovus? The credit line requested would be \$500,000 and the bank would list me as the card administrator. Purchasing cards are held by designated individuals and are used primarily for travel, dues renewal, and for companies that don't accept purchase orders.

The current purchasing card program is very successful, and we desire to continue this program with Synovus. The Treasurer is in the process of moving some accounts from TD Bank to Synovus; he has signature authority over all accounts in Anderson County.

Your cooperation in this matter is greatly appreciated.

ADMINISTRATION DIVISION

Rusty Burns | County Administrator

O: 864-260-4031 | F: 864-260-4548 | rburns@andersoncountysc.org
Historic Courthouse | 101 South Main Street, Anderson SC 29624
PO Box 8002, Anderson, South Carolina 29622-8002 | www.andersoncountysc.org



Anderson County Auditor's Office

July 14, 2023

Honorable Tommy Dunn, Chairman
Anderson County Council
PO Box 8002
Anderson, SC 29622

Dear Mr. Dunn,

The levy setting process is here once again. To enable us to meet the deadline, I am requesting the following information:

1. The tax levy for the Anderson County Council for the 2023 Tax Year.
2. An original signed copy of the certification below, which states that the Anderson County Council levy is in compliance with South Carolina Code Section 12-43-285.

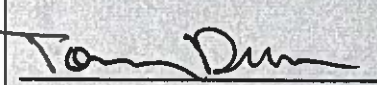
For your convenience, I am enclosing a copy of the above reference code. Please return this information to the Auditor's Office no later than September 8, 2023.

I appreciate the excellent working relationship this office has with the Anderson County Council and its fine staff. If you have any questions, please feel free to call me at 260-4027.

Sincerely,


John P. Benca
Anderson County Auditor

I, Tommy Dunn, Chairman, Anderson County Council, on behalf of the Anderson County Council, do hereby certify to the Anderson County Auditor's Office that the 2023 Tax Levy is in compliance with the laws limiting the millage rate imposed by that political subdivision pursuant to South Carolina Code Section 12-43-285.


Tommy Dunn, Chairman
Anderson County Council

July 18-2023
Date

Enclosure

Cc: Mr. Rusty Burns, Administrator

ANDERSON COUNTY TAX LEVIES – TAX YEAR 2023 (FY 24)

These 2023 tax levies support the County's FY 23-24 Budget as approved by County Council for the FY 24 Budget:

	<u>FY 24</u>
General Fund	.0710
Library	.0057
Capital Projects Reserve Fund	.0041
Infrastructure Reserve Fund	.0027
Levies Needed to Meet Budget Approved by County Council	<u>.0835</u>

Also, County Council is responsible for setting the following levies, which are also included in the FY 23-24 Budget Ordinance:

Other Levies Approved by County Council:

	<u>FY 24</u>
Tri-County Technical College	.0024
Sewer	.0030

The Auditor is statutorily responsible for setting debt service millage.

In addition to the above levies, County Council approved the following fees for the Solid Waste Fund:

Residential Solid Waste Fee	\$80.00 per household
Commercial Solid Waste Fee	\$90.81 per household



Anderson County Central Services Division

Purchasing Department

To: Mr. Rusty Burns

From: Robert Carroll

Date: 08/09/2023

Re: Bid #24-001

Anderson County received bids on the ACTC #132 Resurfacing Project on July 27th. We had two (2) contractors to submit bids. County staff and our Engineers recommend award to the low bidder, King Asphalt of Liberty, S.C. The total price for the project is \$2,696,495.85. Staff is requesting approval of the bid at this time.

Anderson County Purchasing Department Bid Tabulation

BID# 24-001 ACTC# 132 RESURFACING PROJECT

	Vendor	Total Cost
1	ROGERS GROUP	\$3,312,483.84
2	KING ASPHALT	\$2,696,495.85
3	PALMETTO CORPORATION	NO RESPONSE
4	REEVES PIEDMONT	NO RESPONSE
5	PANAGAKOS PAVING	NO RESPONSE
6	VIRGINA NUNN	NO RESPONSE
7	THRIFT DEVELOPMENT	NO RESPONSE
8	SLOAN CONSTRUCTION	NO RESPONSE
9	THRIFT BROTHERS	NO RESPONSE
10		
11		
12		
13		
14	AWARD TO:	

SOLICITATION OFFER AND AWARD FORM

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624					
REQUEST FOR BIDS, OFFER, AND AWARD					
*****Solicitation Information*****					
1. SOLICITATION: #24-001 2. ISSUE DATE: July 03, 2023 3. FOR INFORMATION CONTACT: allpurchasing@andersoncountysc.org			4. Brief Description of Project: ACTC #132 Resurfacing Project		
SUBMIT BID TO: Anderson County Purchasing Dept. 101 South Main Street, Room 115 Anderson, S.C. 29624 Attn: Bid #24-001					
6. Submission Deadline: Thursday, July 27, 2023 Time: 11:00 A.M.					
7. Submit Sealed Bid					
8. Firm Offer Period: Bids submitted shall remain firm for a period of sixty (60) calendar days from date specified in block 6.					
>>>>>>>>>>>>>>>>>>>>>>>>>>>>Offer (To be completed by Bidder)<<<<<<<<<<<<<<<<<<<<<<					
1. BUSINESS CLASSIFICATION		(Check Appropriate Box)		<input type="checkbox"/> Woman Business Enterprise <input type="checkbox"/> Minority Business Enterprise <input type="checkbox"/> Disadvantaged Business Enterprise	
10. Additional Information: In compliance with above, the undersigned agrees, if this bid is accepted within the period specified in Block 8 above, to furnish any or all other further information requested by Anderson County.					
11. Bidder's name and address (Type or print): King Asphalt, Inc. P.O. Box 179 Liberty, SC 29657 E-mail address: Dougie.King@ASPHALTINC.COM Telephone #: 864.855.0338 Fax #: 864.843.2147 Federal Identification #:			12. Name & Title of Person Authorized to sign the Bid (Type or Print): Doug Limbaugh SENIOR ESTIMATOR 13. Bidder's Signature & Date: 7/27/23		
>>>>>>>>>>>>>>>>>>>>>>>>>>>>Award (To be completed by Anderson County)<<<<<<<<<<<<<<<<<<<<<<					
14. Total Amount of Award:		15. Successful Bidder:			
16. Contracting Officer or Authorized Representative: Robert E. Carroll		17. Signature:		18. Award date:	

SECTION III: Addendum A
Base Bid Form
ACTC Project #132 Resurfacing

Name of Party submitting the Bid: King Asphalt, Inc.

To: Purchasing Manager for Anderson County

1. Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid, having conducted a thorough inspection and evaluation of the Specifications contained therein, hereby submit the following pricing set forth herein:

Bid: **ACTC Project #132 Resurfacing**

Bid No.: 24-001

<u>Qty.</u>	<u>U/M</u>	<u>Description</u>	<u>Total Price</u>
1	L/S	Project #132 Resurfacing :per attached itemized list	\$ <u>2,696,495.85</u>

***** Vendors must complete the itemized list *******

ACTC 132- Appendix D
Schedule of Values

No.	Item Number	Description	Unit	Quantity	Price	Total
1	1031000	Mobilization	LS	1.00	\$40,000.00	\$40,000.00
2	1071000	Traffic Control	LS	1.00	\$220,000.00	\$220,000.00
3	2091100	Select Materials for Shoulders	CY	660.00	\$75.00	\$49,500.00
4	3063306	Cement Modified Recycled Base (6" Uniform) Method A	SY	24,368.30	\$6.00	\$146,209.80
5	3063308	Cement Modified Recycled Base (8" Uniform) Method B	SY	4,215.00	\$9.75	\$41,096.25
6	3063310	Cement Modified Recycled Base (10" Uniform) Method B	SY	23,530.00	\$9.75	\$229,417.50
7	3063310	Portland Cement for CMRB	Ton	1,270.92	\$295.00	\$374,921.40
8	3069900	Maintenance Stone	Ton	200.00	\$67.50	\$13,500.00
9	4011004	Liquid Asphalt Binder PG64-22	Ton	533.40	\$825.00	\$440,055.00
10	4012040	Full Depth Asphalt Patching 4" Unif	SY	1,400.00	\$50.00	\$70,000.00
11	4012060	Full Depth Asphalt Patching 6" Unif	SY	890.00	\$76.00	\$67,640.00
12	4013175	Milling Existing Asphalt Pavement (1.75")	SY	15,238.10	\$4.75	\$72,380.98
13	4013990	Milling Existing Pavement (Variable)	SY	1,100.00	\$8.50	\$9,350.00
14	4020330	HMA Intermediate Course Type C	Ton	3,302.00	\$80.00	\$264,160.00
15	4030340	HMA Surface Course Type C	Ton	5,588.00	\$98.00	\$547,624.00
16	6020005	Permanent Construction Signs	SF	630.00	\$7.50	\$4,725.00
17	6250010	4" White Solid Lines (Pvmt Edge Lines) FD Paint	LF	97,712.00	\$0.18	\$17,588.16
18	6250025	24" White Solid Lines (Stop/Dia. Lines) FD Paint	LF	334.00	\$2.50	\$835.00
19	6250110	4" Yellow Solid Lines (No Passing) FD Paint	LF	97,712.00	\$0.18	\$17,588.16
20	6271005	4" White Broken lines (Gap Excluded) Thermo 90 mil	LF	100.00	\$1.00	\$100.00
21	6271010	4" White Solid Lines (Pvmt Edge Lines) Thermo 90 mil	LF	33,882.00	\$0.65	\$22,023.30
22	6271025	24" White Solid Lines (Stop/Dia. Lines) Thermo 125 mil	LF	262.00	\$18.50	\$4,847.00
23	6271074	4" Yellow Solid lines (No Passing) Thermo 90 mil	LF	33,882.00	\$0.65	\$22,023.30
24	6301100	Permanent Yellow Pvmt Marker Bl. Dir. 4x4	EA	229.00	\$9.00	\$2,061.00
25	8100102	Permanent Grassing - Non Permitted Resurfacing Projects	ACRE	2.86	\$5,000.00	\$14,300.00
26	8152007	Sediment Tubes	LF	320.00	\$10.00	\$3,200.00
27	8153000	Silt Fence	LF	200.00	\$6.50	\$1,300.00
28	8153090	Replace/Repair Silt Fence	LF	20.00	\$2.50	\$50.00

\$2,696,495.8

DL

Appendix C

ROAD DESCRIPTION AND MILEAGE DETAILS

FILE NUMBER: ACTC 132

PROJECT NUMBER: C200813SC.12

ACTC 132 (C200813SC.12) – Anderson County

<u>Mileage</u>	<u>Street</u>	<u>From</u>	<u>To</u>
0.80	Hamlin Road – Seg. 1	SC 88	Beginning of Seg. 2
0.18	Hamlin Road – Seg. 2	End of Seg. 1	Beginning of Seg. 3
1.91	Hamlin Road – Seg. 3	End of Seg. 2	Pickens Co. Line
0.31	Roper Road	Magnolia Farms Way	Moore Road
0.36	Sentinel Ridge	Stringer Road	Vining Crossing
0.04	Sorrel Oaks	Vining Crossing	Dead End
0.08	Natural Springs	Vining Crossing	Dead End
0.08	Hawk's Nest	Vining Crossing	Dead End
0.49	Vining Crossing	Dead End (East)	Dead End (West)
0.10	Stepping Stone	Vining Crossing	Dead End
0.72	The Farms at Spearman	Spearman Rd. (South End)	McKenna & Elise End
5.07	Miles	TOTAL CONTRACT MILEAGE	

**BOARDS, COMMITTEES AND COMMISSIONS
APPLICATION**

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

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

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

Name: Tucker, Wendy, E.
Last, First, Middle Initial

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

1. Library Board
2. _____
3. _____

Physical Address and Mailing Address, if different:

_____ Physical
_____ Mailing

Home Phone: _____ Cell Phone: _____

Email: _____ Preferred method of contact: e-mail

County Council District: 6 GED Equivalent: Yes or ☒ No

Highest Level of Education: Bachelor's Degree High School Grad: ☒ Yes or No

College Attended: Bob Jones University Degree: Elementary Education

Address of College: 1700 Wade Hampton Blvd., Greenville, SC 29614

Employment History:

<u>COMPANY</u>	<u>POSITION</u>	<u>EMPLOYMENT DATES</u>
<u>Bob Jones Academy</u>	<u>Substitute Teacher</u>	<u>2022 - Present</u>
<u>Self</u>	<u>Home Educator</u>	<u>2002 - Present</u>
<u>Bob Jones Academy</u>	<u>7th Grade Math Teacher</u>	<u>1996 - 2002</u>

Wendy E. Tucker
Signature of Applicant

6/27/2023
Date

Recommendation of Council: _____

**BOARDS, COMMITTEES AND COMMISSIONS
APPLICATION**

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

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

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

Name: Crocker, Sara G.
Last, First, Middle Initial

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

1. Anderson County Library Board of Trustees
2. _____
3. _____

Physical Address and Mailing Address, if different:

_____ Physical
_____ Mailing

Home Phone: _____ Cell Phone: _____

Email: _____ Preferred method of contact: cell/email

County Council District: 7 GED Equivalent: Yes or No

Highest Level of Education: graduate school High School Grad: Yes or No

College Attended: Clemson University Degree: M.A. Communication

Address of College: _____

Employment History:

COMPANY	POSITION	EMPLOYMENT DATES
<u>Boone Hospice House</u>	<u>chaplain</u>	<u>2022 - present</u>
<u>Clemson University</u>	<u>professor</u>	<u>2012 - present</u>
<u>Anderson County Museum</u>	<u>volunteer coordinator</u>	<u>2009 - 2010</u>

Sara B. Crocker
Signature of Applicant

6/27/23
Date

Recommendation of Council: _____

_____/_____
Signature Print Name Date



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 6

Mail/Email/Fax to:

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

Greg Elgin
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:
Piedmont Emergency Relief Center
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): 2,500.00
3. The purpose for which the funds are being requested:
Funds will be used to purchase food in order to continue to serve our neighbors most in need of some basic assistance in the Piedmont, South Carolina area.
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, we are a 501c3 Public Charity in good standing with the State of South Carolina.
5. Contact Person: Maria Hollis, Director
Mailing Address: P.O. Box 424, Piedmont, SC 29673
Phone Number: Cell: 864-940-2028 Office: 864-845-5535
Email: hollis.ingrid@yahoo.com
6. Statement as to whether the entity will be providing matching funds:
Yes, as donations come in, funding will be matched.

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.

Maria Hollis

Signature

Maria Hollis

Print Name

7-12-2023

Date

**RECREATION FUND
APPROPRIATIONS APPLICATION
FORM**


July 21, 2023

**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

1. Name of entity requesting recreation fund appropriation:
Anderson County Chapter of the South Carolina Genealogical Society
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): **\$2,500.00 to be split across all districts**
3. The purpose for which the funds are being requested:
Research Books, Miscellaneous Printing Supplies for Saleable Items, and Various Office Supplies
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 Burgess, President**
Mailing Address: **110 Federal St., Anderson, SC 29625**
Phone Number: **(864) 540-8300 -- Cell: (864) 617-0635**
Email: acgsresearch@gmail.com
6. Statement as to whether the entity will be providing matching funds:
No matching funds are 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.

 Howard T. Burgess 07/21/2023
Signature Print Name Date



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

Greg Elgin
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:
South Main Chapel & Mercy Center
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
\$ 5,000
3. The purpose for which the funds are being requested:
Ride to Work Anderson
providing rides to and from work for up to 15 weeks
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: Kurt Stutler
Mailing Address: South Main Chapel & Mercy Center, PO Box 13545
Phone Number: 864-437-8298 Anderson, SC
Email: Kurtstutler@gmail.com 29624
6. Statement as to whether the entity will be providing matching funds:
Yes - we are matching funds equal to request

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.

Kurt Stutler
Signature

Kurt Stutler
Print Name

6-19-2023
Date



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 4 & 6

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

Greg Elgin
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: CESA Tri County
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$3500 per district, total of \$7000
3. The purpose for which the funds are being requested:
These funds help with field maintenance, fence and lighting. Chemical Turf Program at Hurricane Springs Park through Upstate Turf
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: Gregg Land
Mailing Address: 18 Boland Ct Greenville SC 29615
Phone Number: 864-423-9384
Email: gregg.land@carolinaelitesc.com
6. Statement as to whether the entity will be providing matching funds:
CESA Tri County invests this amount and more into the maintenance of the fields and this program.

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

	Gregg Land	8/3/2023
Signature	Print Name	Date

Anderson County Building & Codes
Monthly Activity Report
Jul-23

Total Number Permit Transactions:	1124
<i>New Single Family:</i>	<i>94</i>
<i>New Multi-Family:</i>	<i>37</i>
<i>Residential Additions/Upgrades:</i>	<i>29</i>
<i>Garages/Barns/Storage:</i>	<i>36</i>
<i>New Manufactured Homes:</i>	<i>10</i>
<i>New Commercial:</i>	<i>7</i>
<i>Commercial Upfits/Upgrades:</i>	<i>3</i>
<i>Courtesy Permits/Fees Waived:</i>	<i>(See Attached)</i>

Inspection Activity:

<i>Citizens Inquiries:</i>	<i>20</i> <i>(Includes Updating Sub-Standard Cases)</i>
<i>(New & Follow Up; Includes Sub-Standard Housing /Mobile Homes)</i>	
<i>Tall Grass Complaints (New and Follow Ups):</i>	
<i>Number of Scheduled Building Inspections Performed (# of Site Visits):</i>	<i>947</i>
<i>Courtesy, Site and Miscellaneous Inspections:</i>	<i>6</i>
<i>Manufactured Home Inspections:</i>	<i>72</i>
Total Number of Inspections (Site Visits) for Department:	1045

Reviews/Misc. Activity:

<i>Plans Reviewed:</i>	<i>73</i> <i>(Includes preliminary consultations, resubmittals and solar)</i>
<i>Mech/Elec/Plumb Reviews:</i>	<i>30</i> <i>(Includes residential solar)</i>
<i>New Derelict Manufactured Home Cases:</i>	<i>0</i>
<i>Hearings:</i>	
<i>Court Cases:</i>	<i>0</i>

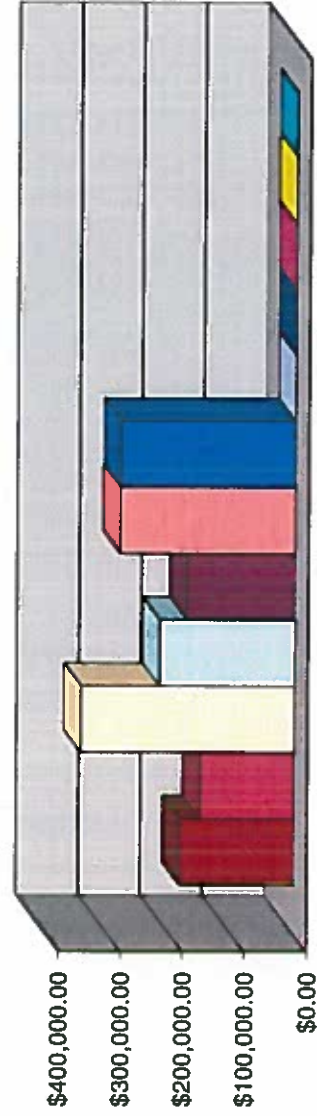
Revenue Collected:

<i>Reinspection Fees Collected:</i>	<i>\$600.00</i>
<i>Plan Review Revenue:</i>	<i>\$27,553.30</i>
Total Revenue For The Month:	\$281,428.60

Anderson County Building & Codes Permit Revenue for 2023

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	\$87,128.00	\$25,188.00	\$13,380.00	\$22,877.00	\$4,153.00	\$1,275.00	\$300.00	\$29,821.70	\$184,122.70
February	\$88,724.20	\$26,868.00	\$13,316.00	\$13,865.00	\$3,556.00	\$375.00	\$825.00	\$4,500.00	\$152,029.20
March	\$262,766.80	\$28,431.00	\$14,906.00	\$17,454.00	\$6,135.00	\$975.00	\$1,125.00	\$12,752.60	\$344,545.40
April	\$150,071.60	\$26,379.00	\$13,601.00	\$16,334.00	\$3,559.00	\$750.00	\$225.00	\$6,967.80	\$217,887.40
May	\$97,684.00	\$28,585.00	\$14,775.00	\$18,122.00	\$4,062.00	\$525.00	\$600.00	\$10,335.80	\$174,688.80
June	\$91,487.00	\$27,487.00	\$13,661.00	\$17,014.00	\$4,946.00	\$600.00	\$975.00	\$126,673.10	\$282,843.10
July	\$174,538.80	\$30,473.00	\$19,149.00	\$22,847.50	\$4,167.00	\$1,050.00	\$1,050.00	\$28,153.30	\$281,428.60
August									\$0.00
September									\$0.00
October									\$0.00
November									\$0.00
December									\$0.00
Total	\$952,400.40	\$193,411.00	\$102,788.00	\$128,513.50	\$30,578.00	\$5,550.00	\$5,100.00	\$219,204.30	\$1,637,545.20

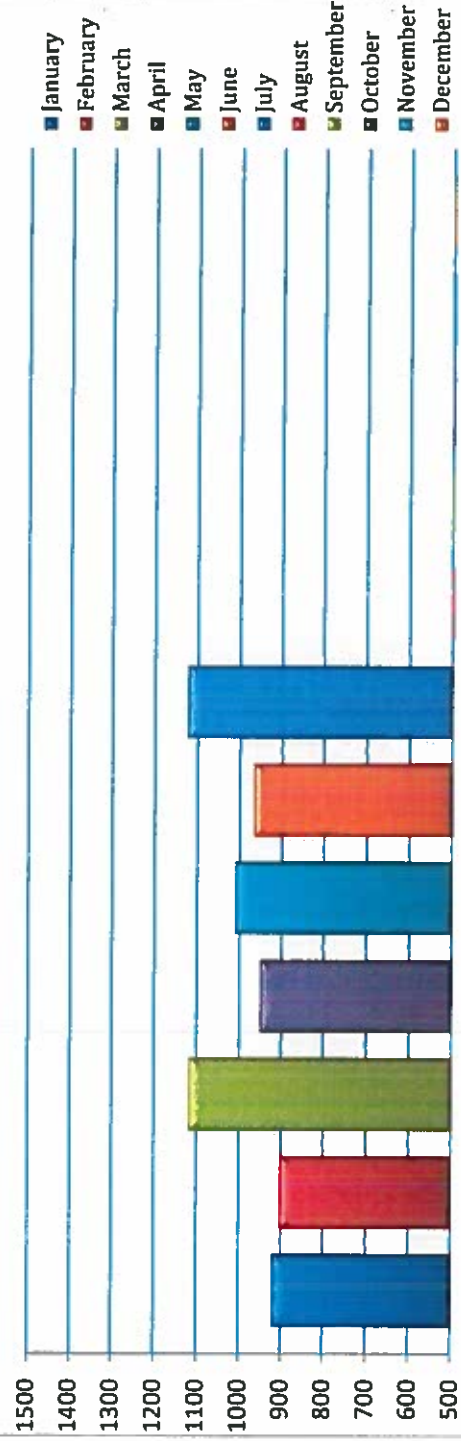
Permit Revenue



Anderson County Building & Codes Permits Issued for 2023

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	226	256	143	152	82	17	4	41	921
February	240	277	145	135	63	5	11	28	904
March	301	308	156	164	99	34	16	41	1119
April	249	288	148	154	63	10	3	37	952
May	256	291	148	158	88	27	8	34	1010
June	241	270	148	163	77	8	16	45	968
July	286	305	181	197	79	14	15	47	1124
August									0
September									0
October									0
November									0
December									0
Total	1799	1995	1069	1123	551	115	73	273	6998

Permits Issued



F.W. DODGE BUILDING STATISTICS

Toll-Free Phone: 877-489-4092

Fax: 800-892-7470

**REPORT OF BUILDING OR
ZONING PERMITS ISSUED AND
LOCAL PUBLIC CONSTRUCTION**

For the month of:

Jul-23
ANDERSON COUNTY BUILDING & CODES
 P.O. Box 8002
 ANDERSON, SC 29622-8022

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

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

PLEASE RETURN THE WEEK OF:

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

Section 1	NEW RESIDENTIAL	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Single-Family houses, detached <i>Exclude mobile homes</i>		101	94	94	\$27,907,315			
Single-family houses, attached - Separated by ground to roof wall, - No units above or below, and - Separate heating systems & utility meters		102	21		\$4,604,040			
Two-family buildings		103	16	20	\$4,343,000			
Three-and four-family buildings		104						
Five-or-more family buildings		105						
TOTAL: Sum of 101-105		109	131	114	\$36,854,355	0	0	\$0.00
Section 2	NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Hotels, motels, and tourist cabins (transient accommodations only)		213						
Other non-housekeeping shelter		214						
Section 3	NEW NONRESIDENTIAL BUILDINGS	Item	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
			(b)	(c)	(d)	(e)	(f)	(g)
Amusement, social, and recreational		318						
Churches and other religious		319						
Industrial		320						
Parking garages (buildings & open decked)		321						
Service stations and repair garages		322						
Hospitals and institutional		323						
Offices, banks, and professional		324						
Public works and utilities		325						
Schools and other educational		326						
Stores and customer services		327	7		\$1,120,960			
Other nonresidential buildings		328	20		\$833,999			
Structures other than buildings		329	8		\$317,911			
Section 4	ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Residential - Classify additions of garages and carports in Item 438		434	29		\$2,571,949			
Nonresidential and non-housekeeping		437	3		\$9,014,501			
Additions of residential garages and carports (attached and detached)		438	16		\$614,588			
Section 5	DEMOLITIONS AND RAZING OF BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)		(e)	(f)	
Single-family houses (attached and detached)		645	6					
Two-family buildings		646						
Three-and four-family buildings		647						
Five-or-more family buildings		648						
All other buildings, structures or mobile homes		649	6					

Council Meeting: August 15, 2023

Information Only:

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

Transfers FY 2022-2023

B400002x5
RE 0000003x4

BUDGET TRANSFER

DIVISION: Finance

DEPARTMENT: HR

FROM:

TO:

AMOUNT:

TITLE
ACCT.#

Philosophy Equipment
001-5014-00-347
510240-531250 531250

TITLE
ACCT#

Printing
001-5014-00-245
510240-523075

430.00

TITLE
ACCT.#

TITLE
ACCT#

TITLE
ACCT#

TITLE
ACCT#

TITLE
ACCT.#

TITLE
ACCT#

Total

430.00
2

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

REASON:

Printing handbooks for new employees.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE:

DATE:

DATE:

DATE:

Journal Entry #

1011

DATE:

6-16-23

BUDGET TRANSFER

DIVISION:

Clerk of Court

DEPARTMENT:

Civil / Criminal

FROM:

TITLE
ACCT.#

Jury supplies
5052.000.230
510480 528100

TITLE
ACCT.#

Jury supplies
5052.000.230
510480 528100

TITLE
ACCT.#

TITLE
ACCT.#

TITLE
ACCT.#

TO:

TITLE
ACCT#

Photology Equip.
5052.000.347
510480 531250

TITLE
ACCT#

Remuneration Equip.
5052.000.251
510480 531250

TITLE
ACCT#

TITLE
ACCT#

TITLE
ACCT#

AMOUNT:

\$1,500.00

\$1,075.00

Total

0.00

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

REASON:

Printer excluded amt budgeted

Sound system in 3rd floor courtroom needed repairing

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

M. Rogers

DIVIS HEAD:

C. R. Thomas

FINANCE:

J. R. Smith

ADMINISTRATOR:

J. R. Smith

DATE:

5.22.23

DATE:

5.22.23

DATE:

5.24.23

DATE:

5.30.23

Journal Entry #

1011

DATE:

6-16-23

BUDGET TRANSFER

DIVISION:

PRT

DEPARTMENT:

Special Populations

FROM:

TITLE Travel Expenses

ACCT.# 001-5066-001-279

560050 .521000

TO:

TITLE Advertising

ACCT# 001-5066-001-201

560050 .522400

AMOUNT:

\$ \$210.00

TITLE

ACCT.#

TITLE

ACCT#

\$

TITLE

ACCT.#

TITLE

ACCT#

\$

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

REASON:

Pay for taxes on cinch bags for Saluda River Rally.

Is this transfer within your department? (Circle One)

Is this transfer within your division? (Circle One)

☒ Y ☐ N
☒ Y ☐ N

DEPT. HEAD: [Signature]

DIVIS HEAD: [Signature]

FINANCE: [Signature]

ADMINISTRATOR: [Signature]

DATE: 5/31/2023

DATE: 5/31/23

DATE: 6-2-23

DATE: 6-6-23

Journal Entry # 1011

DATE: 6-16-23

BUDGET TRANSFER

DIVISION: Sheriff's Office

DEPARTMENT: Forensic Laboratory

FROM:	TO:	AMOUNT:
TITLE <u>Repairs to Equipment</u>	TITLE <u>Service Contracts</u>	
ACCT.# <u>001-5142-000-251</u>	ACCT# <u>001-5142-000-376</u>	\$ <u>600.00</u>
<u>520150 524200</u>	<u>520150 531400</u>	
TITLE _____	TITLE _____	
ACCT.# _____	ACCT# _____	
TITLE _____	TITLE _____	
ACCT# _____	ACCT# _____	
TITLE _____	TITLE _____	
ACCT.# _____	ACCT# _____	
	Total	\$ <u>600.00</u>

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

REASON:

This contract covers annual lease agreement for required ultra-high purity compressed gas cylinders required for the operation of critical analytical laboratory instrumentation. The price of this contract increased 54% from last year, and this budget transfer is requested to cover the total invoice.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE: 5/12/2023

DATE: 5/19/23

DATE: 5/26/23

DATE: 6.30.23

Journal Entry #

1011

DATE: 6-16-23

BUDGET TRANSFER

DIVISION: Sheriff's Office

DEPARTMENT: Forensic Laboratory

FROM:

TO:

AMOUNT:

TITLE Training for Employees
ACCT.# 001-5142-000-277

TITLE Travel
ACCT# 001-5142-000-279

\$ 1,500.00

TITLE 520150 521300
ACCT.# _____

TITLE 520150 521000
ACCT# _____

TITLE _____
ACCT# _____

TITLE _____
ACCT# _____

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____

Total

\$ 1,500.00

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

REASON:

Training and continuing education directly related to Laboratory job function is required for the maintenance of professional certifications. This transfer of fund supports this approved and necessary training by providing funding for travel related expenses.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE:

DATE:

DATE:

DATE:

Journal Entry #

DATE:

BUDGET TRANSFER

DIVISION: PRT
DEPARTMENT: Civic center

FROM:	TO:	AMOUNT:
TITLE <u>Landscaping</u> ACCT.# <u>001-5955-000-313</u> <u>560150 - 522050</u>	TITLE <u>Telephone</u> ACCT# <u>001-5955-000-275</u> <u>560150 - 525300</u>	<u>2500.00</u>
TITLE <u>Office Supplies</u> ACCT.# <u>001-5955-000-269</u> <u>560150 522025</u>	TITLE <u>Water & Sewer</u> ACCT# <u>001-5955-000-286</u> <u>560150 525000</u>	<u>1500.00</u>
TITLE _____ ACCT# _____	TITLE _____ ACCT# _____	_____
TITLE _____ ACCT.# _____	TITLE _____ ACCT# _____	_____
TITLE _____ ACCT.# _____	TITLE _____ ACCT# _____	_____

Total 4 000.00

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

REASON:

Additional funds needed
to cover bills
Telephone Budgeted for 750 monthly - actually averaging
1300 monthly. This includes data lines
Water Budgeted for 420 monthly - actually averaging 675 monthly

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

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

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

Journal Entry #

DATE: 5/16/23

DATE: _____

DATE: 5.19.23

DATE: 5.22.23

DATE: 6.16.23

Adrianne W. Cole

[Signature]

1011

BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: Stormwater

FROM:		TO:	AMOUNT:
TITLE	<u>Legal</u>	TITLE	<u>Permits</u>
ACCT.#	<u>415-5613-000-315</u>	ACCT#	<u>415-5613-000-208</u>
	<u>594050 531000</u>		<u>594050 . 525500</u>
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	

Total 2,250.00

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

REASON:

DHEC's billing mistake caused two invoices needing paid within the same fiscal year.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

Journal Entry #

DATE:

DATE:

DATE:

DATE:

DATE:

5/18/23

5/18/23

5 30 23

6.2.23

6 16 23

1011

BUDGET TRANSFER

DIVISION: Parks, Recreation & Tourism

DEPARTMENT: Parks

FROM:

TO:

AMOUNT:

TITLE Printing
ACCT.# 001-5065-000-246
540000 523075

TITLE Park Maintenance
ACCT# 001-5065-000-263 \$ 2,500.00
540000 524400

TITLE Lodging
ACCT.# 001-5065-000-293
540000 521200

TITLE Park Maintenance
ACCT# 001-5065-000-263 \$ 1,500.00
540000 524400

TITLE _____
ACCT.# _____

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

REASON:

Unanticipated expenses for the Splash Pad has caused us to go over budget in Park Maintenance.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE:

DATE:

DATE:

DATE:

Journal Entry #

DATE:

1011

6-16-23

BUDGET TRANSFER

DIVISION:

DEPARTMENT:

Auditor's Office #5041 / 5030

FROM:

TITLE	Office Supplies
ACCT.#	001-5041-000-289
	510150 523025
TITLE	Supplies
ACCT.#	5041-000-289
	510150 523025
TITLE	Supplies
ACCT.#	5041-000-289
	510150 523025
TITLE	Supplies
ACCT.#	5041-000-28
	510150 523025
TITLE	
ACCT.#	

TO:

TITLE	meals Books & Public	AMOUNT:
ACCT#	5041-000-236	200.00
	510150 521100	
TITLE	Books & Publications	
ACCT#	5041-000-204	204.00
	510150 523050	
TITLE	Lodging	
ACCT#	5041-000-283	80.00
	510150 521200	
TITLE	Registration Fees	
ACCT#	5041-000-284	340.00
	510150 521400	
TITLE		
ACCT#		

Total

0.00

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

804

REASON:

To cover shortages on these accounts

236- Meal - during out- of- town conferences

204- updating informational books used by office staff

293- rooms needed for attendance of the SCATT Annual Meeting

294- registrations for SCATT registrations

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

John P. Benca

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

Journal Entry #

DATE: 06-05-2023

DATE:

DATE: 4-7-23

DATE: 6-8-23

DATE: 6-16-23

11011

All Project Report - July 31st 2023

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

Prepared by: Amy Merritt
Date: 8-07-23

Certified by: Neil Carney

Newsg Date 8-9-73

Committed	\$2,213,998.59
-----------	----------------

AVAILABLE	\$56,843.45
-----------	-------------

		Projects/Towns-Cities/Other			
Approved Date	Project	Scope	Appropriated Amount	Total Spent to Date	Completion Date
08/07/18	Townville Fire Department	Pave Parking Lot	\$10,000.00	\$1,600.00	04/30/19
08/07/18	Town of Honea Path	Paving	\$48,000.00	\$18,345.05	
08/07/18	Town of Pelzer	Paving	\$17,000.00	\$6,428.99	
08/07/18	Town of West Pelzer	Paving	\$25,000.00	\$25,000.00	
08/07/18	Town of Williamston	Paving	\$52,000.00	\$52,000.00	
08/21/18	School District Road in D6	Paving	\$0.00	\$0.00	
10/02/18	Mental Health Parking Lot	Pave Parking Lot	\$23,158.55	\$23,158.55	
10/04/18	C-Fund Matching Funds	Paving	\$315,000.00	\$315,000.00	Transfer complete
11/07/18	Road Improvement Plan	See Below	\$1,723,840.04	\$2,224,750.68	
		Totals:	\$2,213,998.59	\$2,666,283.27	

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

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

District 1 Paving Report

Through July 1st, 2023

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

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

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

District 1 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies now in account 000					
		Totals:	\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of June 30th, 2023

Prepared By: Amy Merritt Roads & Bridges

Amy Merrill

July 7, 2023

Certified By: Neil Carney Neil Carney



Date _____

8023

Through July 31st, 2023

Projects/Cities& Towns/Other

Amy Merrill
August 7, 2023
NANCY
8/9/23

District 3 Paving Report

Through July 31st, 2023

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$42,690.00
Committed	\$20,690.00
AVAILABLE	\$14,557.88

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

[illegible]

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

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of July 31st, 2023

Prepared By: Amy Merritt

Roads and Bridges

Amy Merrill

August 7, 2023

Certified By: Neil Carney

Neil Carney

Date _____

8/9/23

District 4 Paving Report

Through July 31st, 2023

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$12,455.00
Committed	\$12,455.00
AVAILABLE	\$11,596.16

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

[illegible]

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

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of July 31st, 2023

Prepared By: Amy Merritt	Roads & Bridges
Certified By: Neil Carney	Neil Carney
Date	Date

Amy Merrill
August 7, 2023

8/9/23

District 5 Paving Report

Through July 31st, 2023

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

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

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

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

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of July 31st, 2023

Prepared By: Amy Merritt	Roads and Bridges
Certified By: Neil Carney	Neil Carney
Date	Date

Amy Merrill
August 7, 2023
Nina
6/9/23

District 6 Paving Report

Through July 31st, 2023

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

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

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

		District 6 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of July 31st, 2023

Prepared By: Amy Merritt

Roads and Bridges

Date

August 7, 2023

Certified By: Neil Carney

Neil Carney

Date

8/19/23

District 7 Paving Report

Through July 31st, 2023

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

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

Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
7/7/2015	Town of Homea Path	Grading/drainage	\$48,000.00	\$48,000.00	3/21/2017
10/19/2016	Town of Homea Path	Grading/drainage	\$48,000.00	\$25,627.46	incomplete
11/18/2014	Town of Pelzer	Grading/drainage	\$5,000.00	\$2,812.55	incomplete
7/7/2015	Town of Pelzer	Grading/drainage	\$2,500.00	\$0.00	incomplete
10/19/2016	Town of Pelzer	Grading/drainage	\$17,000.00	\$0.00	incomplete
10/19/2016	Town of West Pelzer	Grading/drainage	\$0.00	\$0.00	
10/19/2016	Town of Williamston	Grading/drainage	\$52,000.00	\$24,579.51	incomplete
Totals:			\$172,500.00	\$101,019.52	

District 7 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
	All monies moved to account 000				

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of July 31st, 2023

Prepared By: Amy Merrill

Roads and Bridges

Date

Neil Carney

Date

Amy Merrill
August 7, 2023

Neil Carney
8/19/23

August 10, 2023

DISTRICT 1 - SPECIAL PROJECTS

001-5829-001-241

FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	15,313.23
07/18/23	07/28/23	6209	American Red Cross	(2,000.00)

Ending Balance

53,313.23

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

Renee Watts, Clerk to Council

DATE:

Jana W Pressley

Jana Pressley, Assistant Finance Manager

DATE: August 10, 2023

August 10, 2023

DISTRICT 2 - SPECIAL PROJECTS

001-5829-002-241

FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	31,236.02
06/20/23	07/18/23	6023	Friends of Broadway Lake	(1,250.00)
07/18/23	07/28/23	6209	American Red Cross	(1,000.00)
07/18/23	07/28/23	6375	Homeland Park Community	(1,500.00)
07/18/23	07/28/23	6376	Homeland Park Rire	(2,500.00)

Ending Balance

64,986.02

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

Renee Watts, Clerk to Council

DATE:

Jana W Pressley

Jana Pressley, Assistant Finance Manager

DATE: August 10, 2023

August 10, 2023

DISTRICT 3 - SPECIAL PROJECTS
001-5829-003-241
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	18.89
06/20/23	07/18/23	6023	Friends of Broadway Lake	(1,250.00)
07/18/23	07/28/23	6209	American Red Cross	(500.00)
07/18/23	07/28/23	6252	Belton Area Museum	(1,000.00)
07/18/23	07/28/23	6251	Belton Center for the Arts	(500.00)
08/01/23			Starr Fire Department	(500.00)

Ending Balance 36,268.89

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

Renee Watts, Clerk to Council

DATE:

Jana W Pressley

Jana Pressley, Assistant Finance Manager

DATE: August 10, 2023

August 10, 2023

DISTRICT 4 - SPECIAL PROJECTS
001-5829-004-241
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	***	***	Budget 2023 - 2024	35,000.00
	***	***	From Accommodations Fee	5,000.00
			Brought Forward	35,045.32

Ending Balance

75,045.32

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

Renee Watts, Clerk to Council

DATE:

Jana W Pressley

Jana Pressley, Assistant Finance Manager

DATE: August 10, 2023

August 10, 2023

DISTRICT 5 - SPECIAL PROJECTS
001-5829-005-241
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2023 - 2024	35,000.00
			From Accommodations Fee	5,000.00
			Brought Forward	48,340.33
07/18/23	07/28/23	6209	American Red Cross	(1,000.00)
07/18/23	07/28/23	6284	Center Rock Fire	(2,000.00)
07/18/23	07/28/23	6375	Homeland Park Community	(1,500.00)
07/18/23	07/28/23	6376	Homeland Park Fire	(2,500.00)

Ending Balance

79,340.33

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

Renee Watts, Clerk to Council

DATE:

Jana W Pressley

Jana Pressley, Assistant Finance Manager

DATE: August 10, 2023

August 10, 2023

DISTRICT 6 - SPECIAL PROJECTS
001-5829-006-241
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	26,994.45
07/18/23	07/28/23	6224	Anderson Jets Track	(500.00)
07/18/23	07/28/23	6542	Watkins Community Center	(1,500.00)
08/01/23			Powdersville League of Athletic Youth (PLAY) for Field Maintenance	(5,000.00)

Ending Balance 59,994.45

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

<hr/>	Renee Watts, Clerk to Council	DATE: <hr/>
<hr/> <i>Jana W Pressley</i> <hr/>	Jana Pressley, Assistant Finance Manager	DATE: August 10, 2023 <hr/>

August 10, 2023

DISTRICT 7 - SPECIAL PROJECTS
001-5829-007-241
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2023 - 2024	35,000.00
			From Accommodations Fee	5,000.00
			Brought Forward	0.00

Ending Balance 40,000.00

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

<hr/>	Renee Watts, Clerk to Council	DATE: <hr/>
<hr/> <i>Jana W Pressley</i> <hr/>	Jana Pressley, Assistant Finance Manager	DATE: August 10, 2023 <hr/>