



AGENDA
Special Presentation Meeting
Tuesday, March 5, 2024, at 6:00 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. RESOLUTIONS/PROCLAMATIONS:

- a. 2024-006:** A Resolution to honor and recognize Joe Frank Pinson's lifetime of extraordinary service to the community; and other matters related thereto.

Hon. Cindy Wilson

- b. 2024-010:** A Resolution to honor and recognize Pastor Velma J. Williford for her extraordinary leadership and service to the community; and other matters related thereto.

Hon. Glenn Davis

- c. 2024-011:** A Resolution to honor and recognize David Rogers of the Town of Williamston Public Works Department upon being named the 2023 South Carolina Rural Water Association System Manager of the Year; and other matters related thereto.

Hon. Cindy Wilson

3. ADJOURNMENT

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, March 5, 2024, 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

January 16, 2024,
Minutes not received February 6, 2024, February 20, 2024

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. ORDINANCE THIRD READING:

- a. 2024-002:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville counties so as to enlarge the park. [Project Colorful] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

- b. 2024-010:** An Ordinance to amend section 28-48 of the Code of Ordinances, Anderson County, South Carolina, to provide for two at-large members to the Anderson County Library Board of Trustees; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Rusty Burns (allotted 5 minutes)

6. ORDINANCE SECOND READING:

- a. 2024-005:** An Ordinance to lease real property to Hope Missions of the Upstate; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

- b. 2024-011:** An Ordinance finding that Homeland Park Water District, South Carolina, may issue not exceeding \$1,250,000 of general obligation bonds in one or more series; to authorize Homeland Park Water Commission to issue such bonds and to provide for the publication of notice of the said finding authorization; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

7. ORDINANCE FIRST READING:

- a. 2024-012:** An Ordinance authorizing (1) The Execution and delivery of a first amendment to an existing fee in lieu of tax and incentive agreement by and between Anderson County, South Carolina, and a company presently identified as Project Blue Starr, to effect certain modifications thereto with respect to certain property now or to be hereafter located in the county; and (2) other matters relating thereto. [Project Blue Starr]

Mr. Burriss Nelson (allotted 5 minutes)

8. RESOLUTIONS: NONE

9. CHANGE ORDERS/BID APPROVALS:

- a.** Bid #24-011 WCI & TL Hanna Pump Station Improvements
b. Bid #24-026 Kid Venture 2.0 Phase II

Mr. Rusty Burns

10. REQUEST BY COUNCIL:

- a.** Pendleton Recreation Association-District 4
b. Love Well Ministries-All Districts
c. Powdersville YMCA Mentor Program-District 6
d. Centerville Elementary PTO-District 5



11. **ADMINISTRATOR'S REPORT:**

12. **CITIZENS COMMENTS**

Non-Agenda Matters
THREE-MINUTE TIME LIMIT

13. **REMARKS FROM COUNCIL**

14. **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 2024-006

A RESOLUTION TO HONOR AND RECOGNIZE JOE FRANK PINSON'S LIFETIME OF EXTRAORDINARY SERVICE TO THE COMMUNITY; AND OTHER MATTERS RELATED THERETO.

Whereas Joe Frank Pinson, born in 1931 to Clincie Wyatt and Cora Medlock Pinson and raised on a farm in the High Point community, graduated from Honea Path High School in 1949 and was married to Betty Brown Pinson, of Hartwell, Georgia, from 1953 until her death in 2008; and

Whereas Mr. Pinson, a lifelong farmer, and resident of Honea Path whose roots in the community go back centuries, is widely known as a family man, a born farmer, a local historian, and a consummate community citizen and servant who has played a pivotal role in shaping the history of Anderson County's fire services, water systems, and farming community; and

Whereas Mr. Pinson, as a charter member of the Anderson County Fire Commission, helped oversee the fire service's development from a single station in 1962 to a system of twenty-seven fully staffed volunteer stations that remains one of the best in the nation; and

Whereas Mr. Pinson was appointed in 1975 to the Belton-Honea Path Water Authority, working to bring the area clean, affordable drinking water until his retirement as the longest-serving board member in 2008; and

Whereas Mr. Pinson has served on the board of the Anderson County Farm Bureau for nearly fifty years, is a past president of the board, is a recipient of the South Carolina Farm Bureau Distinguished Service Award, and his expertise in cattle farming, in particular, has helped farmers for decades throughout the area;

Now, therefore, be it resolved this sixth day of February 2024, in a meeting duly assembled, that the Anderson County Council hereby expresses, on behalf of the community, profound gratitude to Mr. Pinson for his extraordinary lifetime of service.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
County Council

John B. Wright, Jr.
District One

Glenn Davis
District Two

Greg Elgin
District Three

Brett Sanders, Vice-Chairman
District Four

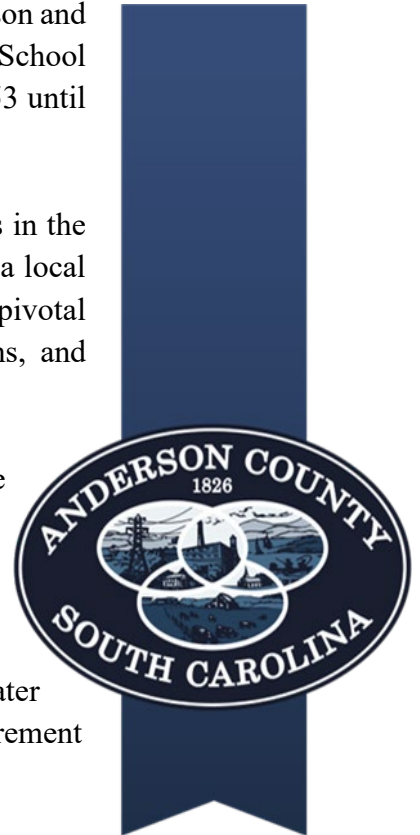
Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council





RESOLUTION 2024-010

A RESOLUTION TO HONOR AND RECOGNIZE PASTOR VELMA J. WILLIFORD FOR HER EXTRAORDINARY LEADERSHIP AND SERVICE TO THE COMMUNITY; AND OTHER MATTERS RELATED THERETO.

Whereas Pastor Velma J. Williford started the Gospel Tabernacle of Faith in Anderson in 1992, a year after launching a sister church Zion Tabernacle of Faith in Greenwood in 1991; and

Whereas on Sundays, Pastor Williford and Gospel Tabernacle of Faith's feeding ministry can be found serving more than 300 plates of hot food while, on every other day of the week, they are always in action as well, whether driving the box truck to collect the food, unloading and storing the food, preparing the food for Sunday's hot meals, setting up food boxes for the food pantry, or praying over the food and its recipients; and

Whereas Pastor Williford and Gospel Tabernacle of Faith's work is a unique resource in Anderson County in being both a weekend Soup Kitchen on Sundays and a food pantry open two days a week, dedicated to assisting the community in feeding those that are underprivileged or have encountered circumstances beyond their control; and

Whereas Pastor Williford holds two doctorates, a Doctor of Theology from CLST and a Doctor of Ministry from Beacon University of Columbus, Georgia, and pastors both Gospel Tabernacle of Faith in Anderson and Zion Tabernacle of Faith in Greenwood while also ministering in many other capacities, including at daycare centers, on radio and television, in housing for the homeless, at rehabilitation centers for addiction, in crisis pregnancy, in home and foreign missions, and prison ministry;

NOW, THEREFORE, BE IT RESOLVED that the Anderson County Council hereby expresses, on behalf of the citizens of Anderson County, sincere gratitude to Pastor Williford and her congregations for their committed, dedicated service.

RESOLVED in a meeting duly assembled this fifth day of March 2024.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
County Council

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 2024-011

A RESOLUTION TO HONOR AND RECOGNIZE DAVID ROGERS OF THE TOWN OF WILLIAMSTON PUBLIC WORKS DEPARTMENT UPON BEING NAMED THE 2023 SOUTH CAROLINA RURAL WATER ASSOCIATION SYSTEM MANAGER OF THE YEAR; AND OTHER MATTERS RELATED THERETO.

Whereas the Town of Williamston of the twenty-first century is a thriving industrial, commercial, and tourist center known also as a growing bedroom community with easy access to metropolitan areas, a moderate cost of living, traditional family values, fine people, great schools, and wonderful neighborhoods; and

Whereas David Rogers began work with the Town of Williamston in the Public Works department one week after graduating high school and still serves the entity 48 years later as Director, where he and the Department are responsible for all DHEC reporting, sampling, repairs, and lead and copper compliance while overseeing all water, sewer, public works, sanitation, parks and recreation, and risk management for the Town’s system; and

Whereas Mr. Rogers has been involved in several large projects in the system—including the replacement of all meters with AMI meters and the development of an emergency management plan—and has earned "A"-level licenses in water treatment, water distribution, and additional licenses in biological wastewater and wastewater collections. Mr. Rogers—who is described as “very community-oriented,” “a great asset to the Town of Williamston and its residents,” and “the longest-serving full-time employee the Town has ever had,”—also served with the local EMS department and currently serves with the local fire department; and

Whereas the South Carolina Rural Water Association (SCRWA) recently named David Rogers as the 2023 System Manager of the Year;

NOW, THEREFORE, BE IT RESOLVED that the Anderson County Council hereby congratulates David Rogers and the Town of Williamston for winning statewide recognition and, on behalf of the citizens of Anderson County, thanks them for their committed, dedicated service.

RESOLVED in a meeting duly assembled this fifth day of March 2024.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
County Council

John B. Wright, Jr.
District One

Glenn Davis
District Two

Greg Elgin
District Three

Brett Sanders, Vice-Chairman
District Four

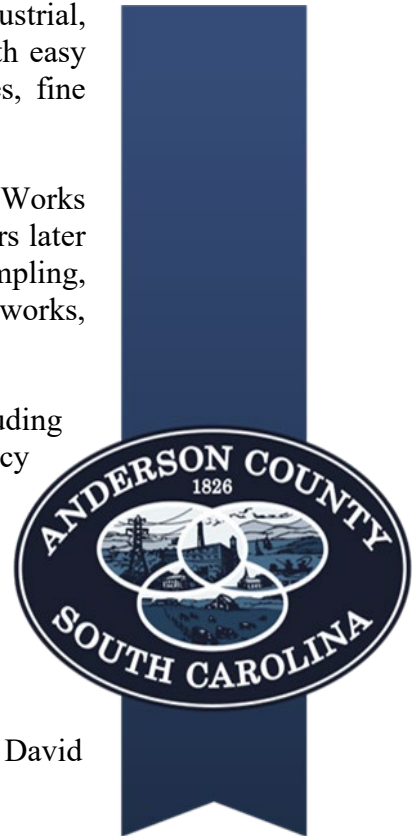
Jimmy Davis
District Six

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
JANUARY 16, 2024

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS

1 TOMMY DUNN: We'll call to order
2 our special presentation meeting of January 16, 2024.
3 I want to welcome each and every one of y'all here
4 tonight and thank y'all for coming.

5 FIRST ORDER OF BUSINESS IS RESOLUTION 2024-004, A
6 RESOLUTION CONGRATULATING THE WESTSIDE HIGH SCHOOL
7 FOOTBALL TEAM ON WINNING THE 4A STATE CHAMPIONSHIP FOR
8 THE FIRST TIME SINCE 1969; AND OTHER MATTERS RELATED
9 THERETO.

10 Whereas the vision of Westside High School is to
11 provide an excellent educational experience that
12 empowers students to reach their full potential through
13 academics, athletics, and the arts; and

14 Whereas on December 2nd, the Westside High School
15 Football Team played South Florence for the 4A state
16 championship at Oliver C. Dawson Stadium in Orangeburg
17 at South Carolina State University, coming from two
18 scores behind in dramatic fashion for the 34-32 victory
19 with excellent offensive play in the fourth quarter and
20 a crucial defensive hold as time expired; and

21 Whereas Coach Brian Lane, in his first year as
22 Westside's head football coach, told local media
23 regarding the victory, "This hasn't been done here in a
24 long time. I'm just proud of the way everybody stuck
25 together to make this happen. It's been a long time
26 coming for this community;" and

27 Whereas Quarterback Cutter Woods, who threw the
28 game-winning pass to Jimmar Boston with 15 seconds
29 left, said following the game, "We kept our cool. We
30 kept faith. We just knew there was a plan. Westside
31 needed this. Anderson needed this. Obviously, you can
32 see by the support of the fans behind us how much this
33 means."

34 Now, therefore, be it resolved this sixteenth day
35 of January 2024, in a meeting duly assembled, that the
36 Anderson County Council hereby recognizes the players,
37 coaches, and parents of the Westside High School
38 Football Team, as well as the wider Westside community,
39 for their athletic achievements and for bringing such
40 positive statewide recognition to the Anderson
41 community. Go Rams!

42 I put that in the form of a motion.

43 BRETT SANDERS: Second.

44 TOMMY DUNN: Second by Councilman
45 Sanders. Anyone have any discussion? Open the floor
46 up. Mr. Sanders.

47 BRETT SANDERS: I would just like to
48 congratulate you guys. I'm a Westside graduate, and
49 boy, y'all have came a long way since I was in school
50 there. Good job. Thank you.

1 TOMMY DUNN: Anyone else?
 2 GLENN DAVIS: Yes, sir.
 3 TOMMY DUNN: Glenn Davis.
 4 GLENN DAVIS: I'm not a graduate;
 5 I went to McDuffie. But I went to Westside for two
 6 years. That counts for something; right? I just want
 7 to piggyback on what Mr. Sanders said. Congratulations
 8 to the coaches. Job well done. Makes me proud to be
 9 an andersonian. Congratulations.

10 TOMMY DUNN: Thank you. Anyone
 11 else? I'd just like to add, I'm also a Westside
 12 graduate. It does my heart good. It's been a long
 13 time coming. I'm very proud. Y'all made Anderson
 14 County very proud of y'all. That's what it's all
 15 about, about being in Anderson County. It's something
 16 y'all can take with y'all the rest of y'all's life,
 17 have something to be able to accomplish this. I know
 18 it was a lot of hard work. Hopefully you're rewarded
 19 for this. Appreciate y'all, all the players, for all
 20 what y'all have done and stuck together. And the
 21 coaches and parents for allowing the students to do
 22 this. It's just great. Really appreciate what all
 23 y'all have done and Anderson County. Don't want to put
 24 no pressure on the coach. But you know, this is his
 25 first year, so we're waiving on the second one that'll
 26 come very quickly here.

27 Anymore discussion? All in favor of the motion,
 28 show of hands. All opposed like sign. Show the motion
 29 carries unanimously.

30 If y'all would step up all the players and coaches.

31 **PRESENTATION OF RESOLUTION**

32 BRIAN LANE: Well, the first
 33 thing, I just want to say thank you to Anderson County
 34 for allowing us to be here tonight. I mean, this is
 35 great for these young men. And like all you guys said,
 36 I know when you be a little older and these guys right
 37 here, the experiences that you have in life, when you
 38 look back on these things and these brothers back here,
 39 all together as one to win for a community, you know,
 40 this is the kind of stuff you remember.

41 And so I'm just blessed, we're just blessed and
 42 thankful. And man, we're going to work on round two.
 43 We're already working on it right now. We're working
 44 on it again. So thank y'all again for having us.

45 **APPLAUSE**

46 TOMMY DUNN: We're going to move
 47 on now to Resolution/Proclamation 2(b), 2024-005, Vice
 48 Chairman Sanders.

49 BRETT SANDERS: Thank you, Mr.
 50 Chairman.

1 THIS IS RESOLUTION 2024-005, A RESOLUTION
2 CONGRATULATING THE PENDLETON HIGH SCHOOL PRIDE OF
3 PENDLETON MARCHING BAND ON WINNING ITS FIFTH STRAIGHT
4 SCBDA 2A STATE CHAMPIONSHIP AND NINTH IN SCHOOL
5 HISTORY; AND OTHER MATTERS RELATED THERETO.

6 Whereas the mission of Pendleton High School is to
7 challenge minds, to build character, and to prepare
8 young people to be our future; and

9 Whereas the Pendleton High School Pride of
10 Pendleton Marching Band has a distinguished history of
11 excellence, having won eight previous state
12 championships and four in a row coming into the 2023
13 South Carolina Band Directors Association competition
14 in October; and

15 Whereas at the competition, the Band brought home
16 its fifth consecutive SCBDA 2A state championship, the
17 ninth in school history; and

18 Whereas Band Director Trey Ferrell summarized the
19 victory to local media, saying, "To win the fifth
20 consecutive state championship in a transition year
21 shows the resilience of these performers and the
22 strength of the instructional and design team. I'm
23 very fortunate to be surrounded by great educators and
24 to benefit from an incredible design team, including
25 former director Chris Moss and Pendleton Alumnus Leslie
26 Gilreath. Maggie Walters, the Director of Riverside
27 Middle School, is the rock of the program and has been
28 crucial to the team's success. The students were able
29 to dig deep late in the season to finish the show
30 strong and the last performance was electric! We
31 focused on progress each day and trusting the process
32 and the students were able to see the payoff at the end
33 of the season!";

34 Now, therefore, be it resolved this sixteenth day
35 of January 2024, in a meeting duly assembled, that the
36 Anderson County Council hereby recognizes the Pendleton
37 High School Pride of Band's history-making achievements
38 and offers the highest congratulations and gratitude to
39 the students, the directors, and all associated with
40 the Pendleton High Band for representing our community
41 with such excellence and distinction. Go Bulldogs!

42 Put that in the form of a motion, sir.

43 JIMMY DAVIS: Second.

44 TOMMY DUNN: Have a motion by Mr.
45 Sanders and second by Councilman Jimmy Davis. Any
46 discussion?

47 BRETT SANDERS: Mr. Chairman, I
48 would just like to congratulate the band. As you just
49 saw the type students and athletes that are coming out
50 of Anderson County and representing Anderson County in

1 a fashion that makes me proud. So just congratulations
2 to you guys. Thank you so much.

3 JIMMY DAVIS: Mr. Chairman, if I
4 may?

5 TOMMY DUNN: Councilman Davis. I
6 mean Jimmy Davis. I'm sorry.

7 JIMMY DAVIS: I just also want to
8 echo Councilman Sanders' sentiments there. I know from
9 personal experience how hard it is to work year around
10 developing your program and practicing and learning.
11 And it's a lot of hard work. And we appreciate all
12 that you do, all that your parents have done because
13 they sacrifice, as well. So thank them, as well. And
14 we're just excited to have you here tonight. You've
15 made Anderson County proud more than one time and we
16 greatly appreciate you being here tonight to accept
17 this resolution. Thank you, Mr. Chair.

18 TOMMY DUNN: Thank you. Anyone
19 else?

20 GLENN DAVIS: Mr. Chair.
21 TOMMY DUNN: Councilman Glenn
22 Davis.

23 GLENN DAVIS: I'd also like to
24 offer my congratulations. Being a former band member
25 myself, but I wasn't in the marching band because I
26 played football. But I was in the concert band. A lot
27 of effort goes into what you guys do, and I just want
28 to say congratulations.

29 TOMMY DUNN: Anyone else? Ms.
30 Wilson.

31 CINDY WILSON: Not being able to
32 walk and chew gum at the same time, I truly appreciate
33 all that y'all have accomplished. It's so exciting, as
34 Mr. Sanders said, to see the caliber of young people
35 coming from our county. And hopefully you will come
36 back after you've gotten your education and take our
37 places and other places in the community. Thank you.

38 TOMMY DUNN: Thank you. I would
39 just also like to congratulate y'all. Thank y'all for
40 a job well done. Appreciate y'all very much.

41 We have a motion and second. Anymore discussion?
42 Hearing none, all in favor of the motion, show of
43 hands. Opposed like sign. Show the motion carries
44 unanimously.

45 Mr. Sanders.

46 BRETT SANDERS: If the band would
47 like to come forward, and parents and coaches.

48 **PRESENTATION OF RESOLUTION**

49 TREY FERRELL: County Council, I
50 just want to say thank you for having us here today and

1 recognizing their hard work. It was an incredible
2 season. And like I said in the media post, it's the
3 resilience of the performers and their incredible
4 dedication to excellence. And we just appreciate you
5 having us here today. Thank you.

6 **APPLAUSE**

7 TOMMY DUNN: That will conclude
8 this part of our Council meeting. We're going to
9 adjourn now and we'll reconvene here at 6:30 to start
10 our regular Anderson County Council meeting.

11 Thank y'all for coming.

12

13 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:22 P.M.)**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
JANUARY 16, 2024

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
GLENN DAVIS
GREG ELGIN
BRETT SANDERS
JIMMY DAVIS
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 January 16, 2024 to order. I'd like to
4 welcome each and everyone here today and thank y'all
5 for coming and taking part in your local county
6 government. Before business I'd like to ask Councilman
7 Brett Sanders if he would lead us in the invocation and
8 pledge of allegiance. If we'll all rise, please.

9 **INVOCATION AND PLEDGE OF ALLEGIANCE BY BRETT SANDERS**

10 TOMMY DUNN: First order of
11 business, if we could, I'd like to ask for unanimous
12 consent on two items on the -- to make a correction on
13 the agenda. Number one will be 7(c), 2024-007, the
14 documents are correct on the agenda. The documents
15 should say Ordinance to Amend the Agreement for the
16 Development of a joint county industrial business park,
17 that's 2010 park of Anderson and Greenville counties to
18 enlarge the park to include certain property of Project
19 Turkey and other matters related thereto. Again, in
20 the paperwork and our agenda is right -- the agenda is
21 wrong, but the paperwork we got is right. So we just
22 need to get that corrected on that.

23 And the second thing, item number 9, road
24 acceptance into the county inventory, that's going to
25 be District 7 and not District 6. So I ask for
26 unanimous consent on that. Any opposition. So it
27 moves forward and passes. I asked for any opposition
28 to that and we pass it with unanimous consent. It
29 doesn't require a vote, just any opposition. It just
30 passes. There ain't no vote; just to change those two
31 things on the agenda, to make those corrections.

32 We're going to move on now to approval of minutes
33 of December 5, 2023. Are there any changes or
34 corrections to be made to those?

35 CINDY WILSON: So moved.

36 TOMMY DUNN: Have a motion by Ms.
37 Wilson to accept the minutes of December 5 as amended.
38 Do we have a second?

39 JIMMY DAVIS: Second.

40 TOMMY DUNN: Second by Councilman
41 Jimmy Davis. All in favor of the motion, show of
42 hands. All opposed like sign. Show the motion carries
43 unanimously.

44 Show the minutes as not received for December 19 or
45 January 2 as of yet.

46 We're going to move on now to item number 4, be
47 citizens' comments for agenda items only. You have
48 three minutes. When Mr. Harmon calls your name, please
49 step forward and state your name and district for the
50 record, address the chair, and you have three minutes.

1 Mr. Harmon.

2 LEON HARMON: Mr. Chairman, no one
3 is signed up to speak at this time.

4 TOMMY DUNN: Okay. Thank you.

5 Moving on now to item number 5(a), Ordinance third
6 reading. This 5(a), 2023-033, an Ordinance to approve
7 the first amendment to sublease agreement between
8 Anderson County, South Carolina and Lake Hartwell
9 Development Group, LLC, d/b/a The Shores of Asbury for
10 Asbury Park site on Lake Hartwell; and other matters
11 related thereto.

12 Do we have a motion to move this forward?

13 CINDY WILSON: So moved.

14 TOMMY DUNN: Motion Ms. Wilson.

15 Do we have a second?

16 BRETT SANDERS: Second.

17 TOMMY DUNN: Second by Councilman

18 Sanders. Any discussion? All in favor of the motion,
19 show of hands. All opposed like sign. Show the motion
20 carries unanimously.

21 We're going to move on to item number 5(b), 2023-
22 052, an Ordinance authorizing the execution of an
23 infrastructure credit agreement by and between Anderson
24 County and Project Trust, providing for payments in
25 lieu of taxes and issuance of special source revenue
26 credits, the inclusion of property in the multi-county
27 park; and other matters related thereto. Be Project
28 Trust.

29 Mr. Nelson, do you have anything to say on this?

30 BURRISS NELSON: Mr. Chairman, this
31 is a project that came to us, 4.7 million dollars,
32 sixty jobs, average pay \$22.47 an hour, creating a new
33 annual payroll of 2.6 million dollars annually. And
34 this is in District 2, which is a plus for that
35 district and added jobs that are a pretty rare
36 opportunity for heat community. Thank you, sir.

37 TOMMY DUNN: Thank you. For the
38 record, we will not be voting on this tonight. They've
39 got some stuff that's not ready in the packet on their
40 side; not ours. But we'll have a public hearing
41 tonight because nothing is going to change on that.

42 We'll go into a public hearing on 5(b), 2023-052.
43 Anyone wishing to speak to this, please step forward,
44 state your name and district and address the chair,
45 please. You have three minutes. Public hearing.
46 Anyone at all? Seeing and hearing none, the public
47 hearing will be closed. Hopefully we'll have those
48 documents ready for the next regular Council meeting
49 and move on.

50 BURRISS NELSON: We offer our

1 apologies on that, sir. Thank you and Council.

2 TOMMY DUNN: Yes, sir.

3 Moving on to item number 6, second reading, we have
4 none.

5 We're going to move on to 7(a), first reading,
6 2024-003, an Ordinance to amend Ordinance #99-004, the
7 Anderson County Zoning Ordinance, as adopted
8 July 20, 1999, by amending the Anderson County Official
9 Zoning Map to rezone 1.5 +/- acres from Residential
10 Agricultural to Rural Commercial District on a parcel
11 of land, identified as address in the Three and Twenty
12 Precinct shown in Deed Reference 12274 33. The parcel
13 further identified as TMS #165-00-07-008. This is in
14 District 4. Do we have a motion?

15 BRETT SANDERS: So moved.

16 JIMMY DAVIS: Second.

17 CINDY WILSON: Second.

18 TOMMY DUNN: Motion Mr. Sanders;
19 second by Councilman Jimmy Davis. Open the floor up
20 for any discussion.

21 CINDY WILSON: May I?

22 TOMMY DUNN: Yes, ma'am.

23 CINDY WILSON: I used to drive by
24 that property frequently, and it's wonderful to see it
25 getting a new life. And I'm in full support of that.

26 But there's one item under warranty deed, no title
27 exam, it refers to this piece of property being on
28 Highway 29. I don't know if this is the case where a
29 family owned numerous pieces and they kind of got mixed
30 in the shuffle. But this property, I believe, is on
31 Highway 88?

32 JIMMY DAVIS: It is.

33 TOMMY DUNN: Yep.

34 CINDY WILSON: So just wanted to
35 point that out.

36 TOMMY DUNN: Thank you, Ms.
37 Wilson. Make sure to check that out, Mr. Harmon. Ms.
38 Hunter, do you have anything? You good? Okay.
39 Anything else?

40 All in favor of the motion, show of hands. All
41 opposed like sign. Show the motion carries
42 unanimously.

43 And I apologize for not stating this earlier.
44 Councilman John Wright is not here tonight. He's out
45 of town on business, and that's the reason he's not
46 here.

47 We're going to move on to item number 7(b),
48 2024-006, an Ordinance authorizing the execution and
49 delivery of a fee in lieu of tax agreement and special
50 source credit agreement by and between Anderson County,

1 South Carolina and a company or companies known to the
2 county at this time as Project Turkey, with respect to
3 certain economic development property in the county,
4 whereby such property will be subject to certain
5 payments in lieu of taxes, and whereby project/company
6 will be provided certain credits in related qualified
7 infrastructure; and providing for related matters. And
8 it's Project Turkey. Mr. Nelson.

9 BURRISS NELSON: Mr. Chairman, and
10 members of Council, thank you. This is a project, one
11 of our existing spec buildings and as we had hoped the
12 spec buildings are producing a manufacturing
13 opportunity. There's a manufacturing company already
14 moving into this building and moving forward with new
15 jobs and new opportunities. We'll hope to have that on
16 Council floor soon for that change with that company.

17 But this also has the opportunity for building
18 another 200,000 square foot spec building at that same
19 location. Thank you, sir.

20 TOMMY DUNN: Thank you, Mr.
21 Nelson. Do we have a motion to move this forward?
22 CINDY WILSON: So moved.
23 TOMMY DUNN: Motion Ms. Wilson.
24 Do we have a second?

25 JIMMY DAVIS: Second.
26 TOMMY DUNN: Second by Councilman
27 Elgin. Any discussion? All in favor of the motion,
28 show of hands. All opposed like sign. Show the motion
29 carries unanimously.

30 Now we're going to move on to 7(c), an Ordinance to
31 amend an agreement for the development of a joint
32 county industrial and business park of Anderson and
33 Greenville counties so as to enlarge the park to
34 include certain property of Project Turkey; and other
35 matters related thereto.

36 Do we have a motion to put this on the floor?
37 CINDY WILSON: So moved.
38 TOMMY DUNN: Motion Ms. Wilson.
39 Do we have a second?

40 GLENN DAVIS: Second.
41 TOMMY DUNN: Second by Councilman
42 Glenn Davis. Open the floor up for discussion. Mr.
43 Nelson, do you have anything to say?

44 BURRISS NELSON: Yes, sir, this is
45 just to add it to our multi-county park agreement.
46 Thank you, sir.

47 TOMMY DUNN: Same one we just
48 talked about. Anybody have anything?

49 Hearing no discussion, all in favor of the motion,
50 show of hands. All opposed like sign. Show the motion

1 carries unanimously.

2 Thank you, Mr. Nelson, you and your team.

3 Appreciate you.

4 BURRISS NELSON: Thank you for your
5 support.

6 TOMMY DUNN: We're going to move
7 on to item number 8(a), 2024-003, a Resolution to
8 accept PARD Grant awarded to Dolly Cooper Park. Mr.
9 Thayer, do you have anything you want to add to this or
10 say to this? Do you want to take this? Your name is
11 by this?

12 JORDAN THAYER: (Inaudible.)

13 TOMMY DUNN: I'm going to go to
14 Councilman Jimmy Davis. Jimmy, do you want to put this
15 in a motion?

16 JIMMY DAVIS: Mr. Chair, if I may,
17 I put this in the form of a motion.

18 CINDY WILSON: Second.

19 TOMMY DUNN: Have a motion by Mr.
20 Jimmy Davis and second Ms. Wilson. Open the floor up
21 for discussion.

22 JIMMY DAVIS: Mr. Chair, if I may?

23 TOMMY DUNN: Yes, sir.

24 JIMMY DAVIS: I just want to
25 explain this a little bit to everyone. I'm very
26 excited about this. One of the things that I've been
27 working on with our Parks and Rec Department is we've
28 got some wonderful, wonderful disc golf courses in
29 Anderson County across the county, and this will bring
30 -- this golf course, which has -- I can't even remember
31 the number, Mr. Burns, but it's ton of playing -- a ton
32 of rounds every week being played at Dolly Cooper Park.
33 But this will bring the park up to a point to where we
34 can go out and hopefully retain and entertain getting
35 some regional and maybe one day some national
36 tournaments in Anderson County, which will be great for
37 economic impact. So this will help go a long way.

38 The PARD grant that we've getting, the match and
39 normally we have to do some matching up here, but the
40 match for it is actually being done by the Disc Golf
41 Association. So they're bringing money to the table to
42 help elevate our game up in Powdersville. So I thank
43 you for your time.

44 TOMMY DUNN: Thank you. And I
45 think that's great for them to match that fund, too,
46 Mr. Davis. Very fortunate. Anymore discussion? All
47 in favor of the motion, show of hands. All opposed
48 like sign. Show the motion carries unanimously.

49 We're going to move on to item number 9, road
50 acceptances into the county inventory. This will be

1 9(a), Parkview Glen Subdivision, Phase II, III & IV.
2 This is District 7, Walking Stick Way, Red Canoe Lane
3 and Water Gap Drive. Ms. Wilson, this is your
4 district.

5 CINDY WILSON: Thank you, Mr.
6 Chairman. This is one of those funky little areas
7 where we keep trading it back and forth over the years
8 after each census count. And it's now in District 7.
9 And the folks -- a number of the folks who live over in
10 this development have called and complained about
11 various and sundry things. But the long and the short
12 is this developer defaulted on the road bond. And Mr.
13 Matt Hogan, who has been monitoring that, I haven't had
14 a chance to go out and take a look, so I'm going to
15 request that since we had a holiday yesterday, I was
16 unable to call and deal with this yesterday. But may
17 we table that and let me ride out there and check with
18 the people, too?

19 TOMMY DUNN: Ms. Wilson makes the
20 motion to table. Do we have a second?

21 GREG ELGIN: Second.

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

26 Moving on to item number 10, Committee
27 appointments. I make the motion to keep the committees
28 the same this year. I'll make one change, and that'll
29 be Public Safety Committee, Glenn Davis, Councilman
30 Davis was the Chairman. We'll just flip it this year
31 and make -- committee stays the same, but Greg Elgin
32 will be chairman.

33 In doing so, the reason I'm doing this, everybody
34 now will be a chairman of a committee. Greg was not a
35 chairman last year. He'll be a chairman of a committee
36 and that'll keep everybody -- everybody will have a
37 chairman's job. Ad hoc committee is going to the same
38 so. I put that in the form of a motion.

39 BRETT SANDERS: Second.

40 TOMMY DUNN: Second by Councilman
41 Sanders. Any discussion? All in favor of the motion,
42 show of hands. All opposed like sign. Show the motion
43 carries unanimously.

44 We're going to move on to item number 11, report
45 from the Planning and Public Works Committee held on
46 January 12, 2024. Ms. Wilson.

47 CINDY WILSON: Thank you, Mr.
48 Chairman. I guess this is the first meeting we've had
49 in about three or four months. The first item that we
50 discussed, and we had excellent help from Mr. Leon

1 Harmon and Mr. Barry Holcombe, some of the comments
2 that I'm hearing back from people buying in the new
3 subdivisions, a lot of them buy sight unseen and move
4 here. And they don't realize that because the county
5 made an inspection of certain parts of the building
6 process, it's not a blanket inspection approving it for
7 maybe that person's purpose. And with our Board of
8 Realtors, we already had disclosure statements on real
9 estate sales where the seller has to fill out the form
10 and disclose, whatever.

11 We were maybe thinking that when an occupancy
12 permit was issued that perhaps a disclosure or
13 disclaimer form should go with it. But most of the new
14 homes being built now are in these new big developments
15 where the developer basically controls everything from
16 A to Z, from acquisition to actually lending for the
17 purchase of the home. So the prospective purchaser
18 probably will never see the disclosure that we issued
19 with the occupancy permit.

20 So we basically scraped that idea. We discussed a
21 few things, and some of the concerns about when a
22 property is slab on grade, the county has sloping
23 requirements, but by the time an occupancy permit is
24 issued, and then someone comes in and puts in their
25 landscape and mulch, by then a lot of times the sloping
26 is negated. And we were hoping to get some way of
27 alerting people to be mindful of that.

28 Okay. The next one we talked about was a
29 discussion of setbacks for accessory buildings in
30 unzoned areas. Ms. Alesia Hunter provided us some
31 information on that. And this dealt with a five foot
32 setback from a property line for an accessory building.
33 And she gave us definitions of the accessory buildings.
34 And one is where it's a certain size and doesn't have
35 utilities run to it. And the other is where it's got
36 utilities run to it and it has to have a permit and a
37 certain size. And we were concerned about, number one,
38 some folks are concerned about property rights. And
39 others are concerned about having something put within
40 about five feet and you can't really get around it with
41 a lawnmower.

42 But we all pretty much, after discussion, decided
43 we weren't going forward with what was being proposed
44 on that item.

45 And then the next item was the discussion of
46 Planning Commission consideration of projects under
47 appeal. And Mr. Leon Harmon has given us the draft of
48 this ordinance. Apparently there's been a situation
49 where if the Planning Commission denies a project and
50 then the developer goes across the street to the Court,

1 sometimes these things are coming back to the Planning
2 Commission before the appeals process is completed.

3 So I'm going to let Mr. Harmon, if he will, further
4 this description for us and answer questions.

5 LEON HARMON: Yes, ma'am. Thank
6 you, Ms. Wilson. What this would do is simply add a
7 new section to the Code in Chapter 24 to provide that
8 where a project is under appeal from a Planning
9 Commission denial of that project, that the appeal
10 needs to be resolved before the applicant returns to
11 the Planning Commission with a different development
12 scheme. That's precisely it in a nutshell. That's
13 what the proposed Ordinance would do that I think the
14 committee approved to send forward to full Council.

15 TOMMY DUNN: Thank you, Mr.
16 Harmon. That coming from the Planning and Public Works
17 Committee, it doesn't need a second. We have a motion
18 on the floor. I open the floor up for discussion. I
19 personally think it's a good idea. I'm surprised we
20 haven't done this or haven't -- you would think
21 it's common sense, it wouldn't come -- this can come
22 up. In fact it come up last Planning Commission
23 meeting. I think this is just good myself.

24 CINDY WILSON: May I add to that?

25 TOMMY DUNN: Yes, ma'am.

26 CINDY WILSON: Apparently there was
27 an issue at the Planning Commission meeting, the last
28 one.

29 TOMMY DUNN: Yes, ma'am.

30 CINDY WILSON: They were advised
31 that it was on the agenda and then they were told it
32 was off the agenda and then it was back on the agenda,
33 involving something that was on appeal. And they did
34 take a vote and it was four to four. I think from what
35 Mr. Harmon is presenting, this will cut down on
36 confusion on things like that.

37 TOMMY DUNN: It should have. I
38 happened to be there that night. What they ought to
39 have done, in my humble opinion, I think the meeting
40 started either at 6:00 or 6:30. I can't remember now
41 what time it started. They held that meeting up for 15
42 or 20 minutes, held everybody up in here and everybody
43 else, held that meeting up while lawyers discussed
44 something. They should have moved on to the meeting.
45 You don't wait to get here to a meeting night and then
46 starting discussing stuff with lawyers. I would have
47 handled that, it would have been a lot different, and
48 we would have moved on. That's what should have
49 happened on that one. But this will take care of that.

50 Anyone else have anything else? All in favor of

1 the motion, show of hands. All opposed like sign.
2 Show the motion carries unanimously.

3 Ms. Wilson.

4 CINDY WILSON: And then we
5 continued a review of proposed mass grading and the
6 tree ordinance, and Mr. John Batson gave us some
7 updates on that.

8 And I think we're -- I know I'm getting complaints,
9 and I think Mr. Davis is, too. I don't know about the
10 rest of you. But when a developer comes in and grades
11 everything, taking hills down and putting into the
12 valleys and then building are going on fill dirt, and
13 then all the trees are taken. The most egregious
14 example of this is where the city of Anderson has
15 annexed into my district and people have just been in a
16 total uproar over that. I invite you to go look at it,
17 because this is something we don't want to repeat on
18 the county level.

19 But there's more work that needs to be done on
20 this. It was just presented as we definitely need to
21 continue looking at this and try to come up with some
22 better standards that are clear and fair, sensible and
23 so forth, so we'll definitely invite anyone with input
24 to bring that forth as we work through this.

25 And that's the report from our Planning and Public
26 Works Committee meeting. And thank you to everyone who
27 participated and helped. If my one fellow Council
28 member on that committee would like to add or correct,
29 please feel free to.

30 JIMMY DAVIS: I think you did a
31 good job. Appreciate it.

32 CINDY WILSON: Thank you.

33 TOMMY DUNN: Thank you, Ms.

34 Wilson, you and your committee.

35 We're going to move on now to number 12, requests
36 by Council members. Councilman Jimmy Davis.

37 JIMMY DAVIS: Thank you, Mr.
38 Chair. If I may, I'll make a motion from District 6's
39 special appropriations account to the WLS Foundation
40 for \$500. Make that in the form of a motion.

41 TOMMY DUNN: Have a motion by Mr.
42 Jimmy Davis. Have a second?

43 BRETT SANDERS: Second.

44 TOMMY DUNN: Second by Councilman
45 Sanders. Any discussion? Just want to bring out, this
46 is from the group that was at the last Council meeting.
47 Anymore discussion? All in favor of the motion, show
48 of hands. All opposed like sign. Show the motion
49 carries unanimously.

50 Moving on to Councilman Sanders.

1 BRETT SANDERS: Thank you, Mr.
2 Chairman. Mr. Wright had actually requested from
3 District 1's special appropriations, he would like to
4 do \$2,000. Put that in the form of a motion.
5 CINDY WILSON: Second.
6 JIMMY DAVIS: Second.
7 TOMMY DUNN: Motion by Councilman
8 Sanders for Councilman Wright who couldn't be here
9 tonight. Second by Ms. Wilson. Open the floor up for
10 discussion. All in favor of the motion, show of hands.
11 All opposed like sign. Show the motion carries
12 unanimously.
13 Mr. Sanders.
14 BRETT SANDERS: And from District 4,
15 I would like to also appropriate \$500 to the WLS
16 Foundation. I'll put that in the form of a motion,
17 also.
18 JIMMY DAVIS: Second.
19 TOMMY DUNN: Have a motion by Mr.
20 Sanders; second by Ms. Wilson. Any discussion? All in
21 favor of the motion, show of hands. All opposed like
22 sign. Show the motion carries unanimously.
23 Councilman Glenn Davis.
24 GLENN DAVIS: Thank you, Mr.
25 Chairman. From District 2's special appropriations
26 account, I'd like to appropriate \$500 to the WLS
27 Foundation. Put that in the form of a motion.
28 BRETT SANDERS: Second.
29 CINDY WILSON: Second.
30 TOMMY DUNN: Have a motion by Mr.
31 Glenn Davis; second by Councilman Elgin. Any
32 discussion? All in favor of the motion, show of hands.
33 All opposed like sign. Show the motion carries
34 unanimously.
35 Councilman Elgin.
36 GLENN DAVIS: Yes, sir, Mr.
37 Chairman. Put this in the form of a motion for WLS
38 Foundation from District 3, I appropriate \$500. This
39 is a very good organization. I wish I had more to give
40 to them. But thank you, sir.
41 TOMMY DUNN: Thank you. Have a
42 second?
43 CINDY WILSON: Second.
44 TOMMY DUNN: Second by Councilman
45 Wilson. Any discussion? All in favor of the motion,
46 show of hands. All opposed like sign. Show the motion
47 carries unanimously.
48 Councilman Wilson.
49 CINDY WILSON: Thank you, Mr.
50 Chairman. Council District 7 would like to appropriate

1 \$500 to the WLS Foundation, as well.
2 TOMMY DUNN: Have a motion by Ms.
3 Wilson. Have a second?
4 BRETT SANDERS: Second.
5 TOMMY DUNN: Second by Councilman
6 Elgin. Any discussion? All in favor of the motion,
7 show of hands. All opposed like sign. Show the motion
8 carries unanimously.
9 District 5's special appropriations account, I'd
10 also like \$500 for the WLS Foundation. Put that in the
11 form of a motion.
12 JIMMY DAVIS: Second.
13 CINDY WILSON: Second.
14 TOMMY DUNN: Second by Councilman
15 Jimmy Davis. Any discussion? All in favor of the
16 motion, show of hands. All opposed like sign. Show
17 the motion carries unanimously.
18 Anything else?
19 Moving on now to Administrator's report.
20 RUSTY BURNS: Nothing at this
21 time, Mr. Chairman.
22 TOMMY DUNN: Thank you.
23 Moving on now to 14, citizens' comments. When Mr.
24 Harmon calls your name, please address the chair. You
25 have three minutes. State your name and district for
26 the record. Mr. Harmon.
27 LEON HARMON: Mr. Chairman,
28 someone wrote down Land Protection/Tree Ordinance, but
29 there's not a name beside it.
30 **INAUDIBLE COMMENT FROM AUDIENCE**
31 TOMMY DUNN: Okay. What's next?
32 Who you got next?
33 LEON HARMON: Next speaker is
34 Bobby Simmons.
35 TOMMY DUNN: Mr. Simmons. Mr.
36 Burns, can you help get that mic up there. We want to
37 make sure we get to hear what he has to say.
38 BOBBY SIMMONS: My name is Bobby
39 Simmons. I'm in District 2. And what I wanted to talk
40 about was the streets in Anderson and surrounding
41 areas. The potholes and what it's doing to cars and
42 what it's doing to wrecks and everything else.
43 Now, several years ago when I was working for
44 Michelin Tire Corporation, they was talking about
45 cutting up tires and making real fine powders and
46 mixing it with the asphalt and that was to replace and
47 repair old roads. I thought it was a good idea then.
48 And then I think a couple of weeks ago, they had it on
49 TV where they was talking about different companies --
50 different cities was using this same principal that

1 we're talking about maybe several years ago, as far as
2 grinding up old tires, because old tires going into the
3 landfill is causing problems there. But if we could
4 put it on the road, that would be even better.

5 What I'm asking is, is the county thinking about
6 doing something like that? I read something about
7 that. Are somebody researching it? I just want to
8 know is somebody looking at something about the roads,
9 because the roads are a problem. Like I say, the
10 roads, if they don't tear your car up, it's going to
11 cause you to have a wreck -- may cause you to have a
12 wreck. And that's going to cost you money. And if we
13 can just get rid of the tires by putting them in the
14 roads, that would save everybody a lot of money and a
15 lot of aggravation.

16 I thank y'all for your time. Thank you.

17 TOMMY DUNN: Thank you. If you
18 would, when the meeting is over, Mr. Matt Hogan can
19 explain to you the reason that tire thing don't work,
20 and the reason it ain't done no better than what it is.
21 In the last two meetings -- well, the last meeting and
22 a few months before that we were working on the road
23 thing. Okay? And you'll have plenty of opportunity,
24 we take you around and if you'll tell the county how
25 bad the roads is and what we're going to need to do to
26 fix it. Because we've got a thing. You can help sell
27 it for us. Okay?

28 Next.

29 LEON HARMON: Mr. Chairman, next
30 speaker is Talen Keifer.

31 TALEN KEIFER: Hello. I'm Talen
32 Keifer. I'm in District 2. Thank you, Ms. Wilson, and
33 all other Council members who have worked hard to push
34 forward a tree ordinance for Anderson County as well as
35 other sensible standards of development to protect and
36 preserve our land, water and air.

37 To speak about the importance of nature and our
38 obligation to protect, preserve and plant, it can no
39 longer be dismissed as inconsequential. It must be a
40 part of responsible planning. If the structure of your
41 home was collapsing, would you repair it or ignore it
42 until the entire house fell down? Our earth, this
43 land, is our home. We, you, have a moral obligation to
44 create standards of development that protect the
45 quality of life of your citizens. We cannot trust such
46 crucial aspects of life, the quality of air, water and
47 our land to developers whose priority is profit and
48 short-term gain. It is your responsibility to have the
49 long view. It is your responsibility to know that the
50 house cannot stand without its foundation. We can

1 provide housing and jobs for the residents of this
2 county without creating so much destruction. This is a
3 choice.

4 According to NOAA 174 year climate record, 2023 was
5 the hottest year by far, and 2024 is expected to beat
6 that record. In addition, NOAA confirmed that the U.S.
7 experienced 28 weather climate disasters with losses
8 totaling at least \$1 billion dollars each. Whether
9 climate disasters are heat waves, drought, flooding,
10 tornados, wild flowers -- wild fires, hurricanes, these
11 events threaten the lives of every human being. We can
12 mitigate this with sensible and responsible policy
13 changes.

14 So I respectfully request that the Council make it
15 a priority to pass a strong tree ordinance to create
16 riparian buffers that protect our waterway, to extend
17 that to 75 feet. I would also request a moratorium on
18 all mass grading.

19 Nature is our greatest resource to protect us from
20 weather and climate. So I please ask you to make this
21 a priority. Thank you.

22 TOMMY DUNN: Mr. Harmon.

23 LEON HARMON: Mr. Chairman, we're
24 back to the lady who wrote down land protection and
25 tree ordinance.

26 TOMMY DUNN: State your name and
27 district for the record.

28 TONYA WINBUSH: My name is Tonya
29 Winbush. I'm in District 1. John Wright, Jr. is my
30 councilman. And I just want to piggyback off of what
31 Ms. Talen said. She called me and because of our
32 history of my family having land and property, trees
33 and all of that, it's very important to me personally,
34 but also it benefits everyone. And if you are someone
35 who takes pride in where you live, especially pride of
36 beautiful Anderson County, then I just want to make
37 sure that everyone on the Council is taking the
38 opportunity or taking up the offer that Ms. Wilson
39 extended to say, let's come together, let's come up
40 with some ideas, let's write some policies that's going
41 to be better and beneficial for all and not just the
42 developers.

43 I know when money is involved, we sometimes get
44 swayed to, you know, the highest bidder or how we can
45 profit or how that money can profit our district. But
46 what I want to make sure is that if -- it doesn't
47 matter who on the Council is coming up with the policy
48 or is bringing it to the table, or you know, the
49 history of the relationship that y'all have together,
50 what's the most important thing is that everybody is

1 involved, everybody takes it seriously. And as Ms.
2 Wilson has said this is an issue, this is what I'm
3 dealing with, I want to hope and believe that everybody
4 is getting involved and everybody is coming to the
5 table to propose policies for the things that Ms. Talen
6 just said to us. Thank you.

7 TOMMY DUNN: Mr. Harmon.
8 LEON HARMON: Mr. Chairman, no one
9 else is signed up.
10 TOMMY DUNN: Thank you, Mr.
11 Harmon.

12 Now remarks from Council members. Ms. Wilson.
13 CINDY WILSON: Thank you, Mr.
14 Chairman. We have such a fabulous county and we are so
15 blessed with beautiful land and our most important
16 resource, really, is our people. So we're all blessed
17 to serve great people in this county and we have a lot
18 to be proud of. We also need to make sure we have
19 sensible standards to continue the way we enjoy living
20 in this county and being a desirable place to work and
21 to bring up a business and all the good things that we
22 enjoy in life. So I'm looking forward to all of us
23 working together on that. Thank you.

24 TOMMY DUNN: Thank you.
25 Councilman Elgin.

26 GREG ELGIN: Thank you, Mr.
27 Chairman. I just want to say, appreciate everybody
28 coming out together and taking the time to speak to us.
29 We appreciate all of you. And I just appreciate the
30 ability to be able to come up here and serve y'all.
31 Thank you.

32 TOMMY DUNN: Thank you.
33 Councilman Glenn Davis.

34 GLENN DAVIS: Thank you, Mr.
35 Chairman. I'd like to give a shout out to Mr. Greg
36 Smith and his team. Last week they were able to
37 capture a guy, illegal dumping on Plantation Road,
38 which was a biggie. He called me today and he was able
39 to get one of his officers who was riding by caught a
40 guy dumping on Lewis, as well, this morning. So
41 they're really doing an outstanding job and it's one of
42 the areas where I've been getting a lot of phone calls
43 of people illegally dumping. So they've been able to
44 capture two people illegally dumping, which is big.
45 Those areas have been an eyesore for District 2. Not
46 only District 2, but Anderson County. And I appreciate
47 all the efforts that he and his officers are putting
48 into it. Thank you, Mr. Chairman.

49 TOMMY DUNN: That's only half of
50 it. I hope now when it gets to Court they do their

1 job. So many times, they don't. Turn them back loose.
2 And Mr. Davis, if you would, put you on the spot,
3 you've got a community meeting come up. You want to
4 tell them what date that is and what time and ...

5 GLENN DAVIS: That'll be -- I
6 thought it was January, but it's February 27th ---

7 TOMMY DUNN: February.

8 GLENN DAVIS: February, yes, sir.
9 Homeland Park Fire Department. I haven't had a meeting
10 down there in a while, so it'll be February 27th.

11 TOMMY DUNN: The reason I brought
12 it up, I thought it was January, too. Thank you.

13 Moving on to Councilman Brett Sanders.

14 BRETT SANDERS: I'm fine, sir.
15 Nothing at this time.

16 TOMMY DUNN: Thank you.

17 Councilman Jimmy Davis.

18 JIMMY DAVIS: Nothing, sir.

19 TOMMY DUNN: Thank you.

20 I just want to thank everybody for coming tonight
21 and I want to thank all our staff. It's going to be
22 cold this week, next few days, keep all of them in our
23 mind, having to get up. Let's keep our animals
24 protected.

25 I want to say two things right quick of what was
26 said here tonight. I've never not wanted to work and I
27 don't think any of these Councilmen would. Ms. Wilson,
28 if me and her didn't get along, couldn't work together,
29 she wouldn't be chairman of the Planning and Public
30 Works Committee. I respect her and what all she does.

31 Second thing, there's more than just -- we always
32 want to throw out there that developer. That rich
33 developer is getting rich over there. Keep in mind,
34 two people -- some family wants to sell a piece of
35 property, they're had some property in that family for
36 years and years and years, they've got a right to what
37 you call it. The second thing is, hear all the time,
38 come to us what you call it, about affordable housing.
39 We've got to get something people can afford. This
40 housing is getting to -- you know what I call a starter
41 home, what a starter home costs now? That's not saying
42 can't all of this stuff work together. We've got to
43 balance all this stuff, all of us got to keep in mind.

44 Thank y'all. Meeting be adjourned.

45

46

MEETING ADJOURNED AT 7:06 P.M.

ORDINANCE NO. 2024-002

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

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

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

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

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

ORDAINED in meeting duly assembled this 5th day of March, 2024.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: February 6, 2024
Second Reading: February 20, 2024
Third Reading: March 5, 2024
Public Hearing: March 5, 2024

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

APG Colors and Additives, LLC and Green Lantern LLC (Project Colorful)

ALL THAT CERTAIN piece, parcel or tract of land, situate, lying and being in Belton Township, County of Anderson, State of South Carolina, containing 25.76 acres as shown on a plat of survey entitled "Survey for Mohawk Carpet Corporation & Mohawk Industries, Inc., near Belton", prepared by Arcadis Geraghty & Miller, dated July 9, 1993, last revised September 23, 1999, and recorded in the Office of the Register of Deeds for Anderson County in Slide 1059 at Page 3, and having, according to said plat the following metes and bounds, to-wit:

Beginning at a point at the intersection of the northern edge of the right-of-way of South Carolina Secondary Road S4-29 and the northeastern right-of-way of Old Southern Railway System; thence running with the right-of-way of Old Southern Railway System, N 38-13-12 W 1,473.53 feet to a point at the joint line with the 43.98 acre tract; thence turning and running with the said joint line, N 51-46-20 E 651.20 feet to an old iron pin; thence S 38-13-33 E 466.70 feet to an iron pin; thence N 45-28-06 E 104.86 feet to an iron pin; thence running N 59-28-51 E 163.41 feet to an iron pin; thence turning and running S 37-54-49 E 169.10 feet to an iron pin; thence turning and running S 50-16-46 W 265.24 feet to an iron pin; thence turning and running S 38-14-11 E 639.10 feet to an iron pin; thence turning and running with property now or formerly of James J. Callaham and Walter L. Callaham, S 00-16-54 E 41.4 feet to an iron pin; thence running with property now or formerly of Walter L. Callaham, S 00-42-58 E 780.99 feet to an iron pin in the center of the right-of-way of South Carolina Secondary Road S4-29; thence turning and running with the center line of the right-of-way of South Carolina Secondary Road S4-29, N 56-49-56 W 181.86 feet to an iron pin; thence running with the right-of-way of South Carolina Secondary Road S4-29, N 63-01-00 W 220.84 feet to an iron pin; thence running N 38-13-12 W 97.87 feet to an iron pin, being the Point of Beginning.

ALSO:

ALL THAT CERTAIN piece, parcel or tract of land, situate, lying and being in Belton Township, County of Anderson, State of South Carolina, containing 1.33 acres as shown on a plat of survey entitled "Survey for Mohawk Carpet Corporation & Mohawk Industries, Inc., near Belton", prepared by Arcadis Geraghty & Miller, dated July 9, 1993, last revised September 23, 1999, and recorded in the Office of the Register of Deeds for Anderson County in Slide 1059 at Page 3, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin in the center of the right-of-way of South Carolina Secondary Road S4-29 and the northeasterly edge of the right-of-way of Old Southern Railway System; thence running with the northeasterly edge of the right-of-way of Old Southern Railway System, N 38-13-12 W 1970.8 feet to an iron pin at the joint line of property now or formerly of J.E. Ellison; thence turning and running S 27-15-00 E 32.9 feet to an iron pin in the center of the right-of-way of Old Southern Railway System; thence turning and running with the center line of the right-of-way of Southern Railway System, S 38-13-12 E 1892.60 feet to a point; thence turning and running S 63-01-00 E 71.30 feet to an iron pin in the center of right-of-way of South Carolina Secondary Road S4-29, being the Point of Beginning.

DERIVATION: This being the same property conveyed to Southern Warehouse Associates, LLC by deed from Allen S. Beck dated September 12, 2002 and recorded September 13, 2002 in Deed Book 4958, page 5, Anderson County Records.

TMS # 223-00-10-015

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify (i) that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of February 6, 2024, February 20, 2024 and March 5, 2024, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council; and (ii) the public hearing for the attached ordinance was conducted by County Council at the County Council meeting of March 5, 2024.

Clerk, Anderson County Council

Dated: _____, 2024

ORDINANCE NO.:2024-010

AN ORDINANCE TO AMEND SECTION 28-48 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, TO PROVIDE FOR TWO AT-LARGE MEMBERS TO THE ANDERSON COUNTY LIBRARY BOARD OF TRUSTEES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, in accordance with the requirement of Section 4-9-33(A) of the Code of Laws of South Carolina 1976, as amended, the Anderson County Council established a county public library system;

WHEREAS, Section 4-9-33(B) of the Code of Laws of South Carolina 1976, as amended, provides that each county public library system shall be controlled and managed by a board of trustees consisting of not fewer than seven nor more than eleven members appointed by the county council for terms of four years;

WHEREAS, Section 28-48 of the Code of Ordinances, Anderson County, South Carolina provides for a county library board of trustees consisting of seven members; and

WHEREAS, the Anderson County Council desires to increase the number of the county library board of trustees to nine by adding two at-large members to the board of trustees.

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

1. Section 28-48. Created; Members.

The county library system shall be managed by a board of trustees consisting of nine members, with one appointment per council district and two at-large members to be appointed by the county council. Each trustee, once appointed, shall serve a four-year term until successors are appointed and qualified. Vacancies shall be filled in the manner of original appointment for the unexpired term.

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. 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 5th day of March, 2024.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: February 6, 2024

2nd Reading: February 20, 2024

3rd Reading: March 5, 2024

Public Hearing: March 5, 2024

ORDINANCE NO. 2024-005

AN ORDINANCE TO LEASE REAL PROPERTY TO HOPE MISSIONS OF THE UPSTATE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Code requires a public hearing prior to the lease of real property; and

WHEREAS, Anderson County is the current owner of a parcel of land located at 213 S Towers Street in the City of Anderson and identified by tax map number 123-30-15-001; and

WHEREAS, HOPE Missions of the Upstate, is a South Carolina nonprofit corporation registered with the State of South Carolina; and

WHEREAS, the property referenced will be used by HOPE Missions of the Upstate for the purpose of operating as a nonprofit corporation.

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

1. Anderson County desires to lease the following real property to HOPE Missions of the Upstate for a nominal fee:
 - a. A portion of a building on land situated at 213 S. Towers Street, Anderson, South Carolina 29624; TMS No. 123-30-15-001.
2. The Anderson County Administrator is hereby authorized and directed to execute any documents necessary to effectuate the lease of this parcel of real property as described herein and in a form substantially similar to, and not materially different from, the lease agreement attached hereto as Exhibit A.
3. 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.
4. 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.
5. 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 _____, 2024.

[SIGNATURE PAGE TO FOLLOW]

ATTEST:

Rusty Burns
Anderson County Administrator

Renee Watts
Clerk to Council

FOR ANDERSON COUNTY:

Tommy Dunn, District #5, Chairman

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

GROUND LEASE AGREEMENT

RECITALS:

WITNESSETH:

Section 3. Term of Ground Lease. The term of this Ground Lease shall be for the period beginning January 1, 2024 and ending on December 31, 2024.

Section 4. Authority. Ground Lessor and Ground Lessee each represent and warrant they have full power and authority to execute and enter into this Ground Lease for the full term herein granted under the terms and conditions provided herein and that this Ground Lease is a valid and binding obligation of each of them enforceable in accordance with its terms

Section 5. Quiet Enjoyment. Ground Lessor covenants that Ground Lessee, on the performance of the terms and conditions of this Ground Lease, shall and may peaceably and quietly have, hold and enjoy the Demised Premises for the full term of this Ground Lease.

Section 6. No Partnership or Joint Venture. Under no circumstances shall Ground Lessor and Ground Lessee be deemed or held to be partners or joint ventures in or concerning the Demised Premises.

Section 7. Condition of Demised Premises and Disclaimer of Liability. The Demised Premises is leased in a "WHERE IS, AS IS" condition. Ground Lessor makes no representation or warranty, express or implied, as to the condition of the Demised Premises and expressly disclaims same.

GROUND LESSOR HEREBY DISCLAIMS, AND GROUND LESSEE HEREBY RELEASES GROUND LESSOR AS WELL AS ITS COUNCIL MEMBERS, OFFICERS, EMPLOYEES AGENTS, SUCCESSORS AND ASSIGNS FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY GROUND LESSEE, ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITEES ARISING OUT OF, OR RELATED IN ANY MANNER TO, THIS GROUND LEASE OR THE USE OF THE DEMISED PREMISES. NOTWITHSTANDING THE FOREGOING, GROUND LESSOR SHALL BE LIABLE FOR LOSSES, DAMAGES OR INJURIES PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OF GROUND LESSOR OR ITS EMPLOYEES OR AGENTS. THE PARTIES DO, HOWEVER, HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL GROUND LESSOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT.

Section 8. Insurance. Ground Lessee shall, at its sole expense, carry and keep in force a policy of comprehensive liability insurance, including property damage, with respect to office space. Said policy shall provide at least the following limits: bodily injury \$1,000,000.00 each person, \$1,000,000.00 each occurrence and property damage \$1,000,000.00 each occurrence. In addition to Ground Lessee and to the extent possible, the policy shall also name Ground Lessor as an additional insured at the cost of Ground Lessee, at all times while the Ground Lease is in effect. Ground Lessee shall, upon written request from Ground Lessor, deliver to Ground Lessor certificates or other evidence that the insurance coverage required above is in effect. Ground Lessee shall further require any third party operating upon the Demised Premises or furnishing equipment to be operated upon the Demised Premises to carry comprehensive liability insurance in an amount commensurate with the risk, but in no event with less than the limits stated above, as well as property and casualty insurance fully insuring said third party's property against loss. Ground Lessee shall have the option of procuring at its sole expense additional insurance coverage against third said party risks and liability in which event Ground Lessor shall be named as an additional insured in accordance with the foregoing provisions. All insurance required hereunder shall, at a minimum, be issued by insurance companies authorized to do business in the State or South Carolina, with a Best's Rating of at least A and a Financial Size Category of at least VH as rated in the most recent edition of Best's Insurance Reports.

Section 9. Environmental. Ground Lessee and/or its employees, agents, contractors, invitees, licensees or permittees shall not deposit or cause to be deposited Hazardous Material (as hereinafter defined) in or upon the Demised Premises and shall operate the Demised Premises in full compliance with all laws, orders, regulations, rules, ordinances, and requirements of the Federal, State, County and local Governments, including all Environmental Laws (as hereinafter defined). The term "Hazardous Material" means any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant, or material which is hazardous or toxic. The term "Environmental Laws" means all federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, and applicable to the Premises relating

to the regulation and protection of human health and safety and/or the environment and natural resources.

Section 10. Improvements. Ground Lessee shall not erect any permanent structure on or upon the Demised Premises. Upon termination of the Ground Lease, Ground Lessee shall, at its sole expense, return the Demised Premises to its original condition, normal wear and tear excepted.

Section 11. Default by Ground Lessee. If Ground Lessee shall fail to keep or shall violate a condition or agreement in this Ground Lease on the part of Ground Lessee to be performed and if either such failure or violation shall have continued for a period of 60 days after Ground Lessee shall have received written notice by certified or registered mail from Ground Lessor to cure such violation or failure, or for such additional period of time as may be reasonably necessary provided Ground Lessee diligently undertakes to cure such default, then, in such event, Ground Lessor shall have the right at its option, in addition to and not in lieu of all of the rights to which it may be entitled to hereunder and by law, to terminate this Ground Lease and re-enter and repossess all and singular the Demised Premises. Neither the exercise by Ground Lessor of any or all of its rights under this Ground Lease or law nor the defaults by Ground Lessee of any of Ground Lessee's obligations to Ground Lessor shall in any way relieve Ground Lessee of Ground Lessee's obligation to any third party to whom Ground Lessee may be obligated.

Section 12. Default by Ground Lessor. If Ground Lessor shall fail to keep or shall violate a condition or agreement in this Ground Lease on the part of Ground Lessor to be performed and if either such failure or violation shall have continued for a period of 60 days after Ground Lessor shall have received written notice by certified or registered mail from Ground Lessee to cure such violation or failure, or for such additional period of time as may be reasonably necessary provided Ground Lessor diligently undertakes to cure such default, then, in such event Ground Lessee may in addition to and not in lieu of all of the rights to which it may be entitled hereunder and by law, terminate this Ground Lease and turn over possession of the Demised Premises to Ground Lessor.

Section 13. Termination. Ground Lessee agrees upon the expiration of the original term as specified in Section 3, or upon the earlier termination of the Ground Lease as provided herein, to quit and surrender the Demised Premises and that all title and interest in the Demised Premises shall vest in Ground Lessor free and clear of the encumbrances of this Ground Lease and that the improvements on the Demised Premises will be and become the property of Ground Lessor or Ground Lessor's designee.

Notwithstanding the foregoing, either party may terminate this Ground Lease for convenience upon ninety days written notice to the other party; Ground Lessor shall use best efforts to make an alternative site available to Ground Lessee upon the same terms and conditions contained herein in the event Ground Lessor terminates the Ground Lease for convenience under this provision.

Section 14. Notice. Any notice to be given by any party to the other pursuant to the provisions of this Ground Lease shall be given by registered or certified mail, addressed to the party for whom it is intended at the address stated below, or such other address as may have been designated in writing:

To Ground Lessee at: ☐ _____
☐ _____
☐ _____
Attention: ☐ _____

To Ground Lessor at: Anderson County
101 South Main Street
Anderson, South Carolina 29624
Attention: County Administrator

Section 15. Successors and Assigns. The covenants, conditions and agreements contained in this Ground Lease shall bind and inure to the benefit of Ground Lessor and Ground Lessee and their respective successors and assigns; provided, however, that Ground Lessee shall not assign, sublease or otherwise transfer its interests herein without prior written consent of Ground Lessor.

Section 16. Miscellaneous. This Ground Lease shall be subject to the following:

(a) There are no oral or verbal understandings among Ground Lessor and Ground Lessee concerning the subject matter of this Ground Lease, and any amendment, modification or supplement to this Ground Lease must be in writing and signed by all parties.

(b) No waiver of any condition or covenant in this Ground Lease, or of any breach thereof, shall be taken to constitute a waiver of any subsequent breach.

(c) Whenever Ground Lessee requests any consent, permission or approval which may be required or desired by Ground Lessee pursuant to the provisions hereof, Ground Lessor shall not be arbitrary or capricious in withholding or postponing the granting of such consent, permission or approval.

(d) All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the land and shall attach and bind and inure to the benefit of Ground Lessor and Ground Lessee and their respective legal representatives, successors and assigns, except as otherwise provided herein.

(e) The parties will at any time at the request of any other party, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of lease, setting forth a description of the Demised Premises, the term of this Ground Lease and any other portions thereof, as either party may request.

Section 17. Execution in Counterparts. This Ground Lease may be simultaneously executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 18. Applicable Law. This Ground Lease shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to conflict of laws principles.

Section 19. Non-Appropriation. This Ground Lease is at all times subject to the appropriation of funds by the Anderson County Council. In the event of non-appropriation, this Ground Lease shall immediately terminate without further obligation or liability on the part of Ground Lessor.

Section 20. Captions. The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Ground Lease.

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

IN WITNESS WHEREOF, the undersigned have set their hands as of the date first above written.

GROUND LESSOR:

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council

By: _____
County Administrator

[SEAL]
Attest:

By: _____
Clerk, County Council

ADDITIONAL WITNESSES

[ANDERSON COUNTY SIGNATURE PAGE]

IN WITNESS WHEREOF, the undersigned have set their hands as of the date first above written.

GROUND LESSEE:

HOPE MISSIONS OF THE UPSTATE

By: _____

Its: President

ADDITIONAL WITNESSES

[HOPE MISSIONS OF THE UPSTATE SIGNATURE PAGE]

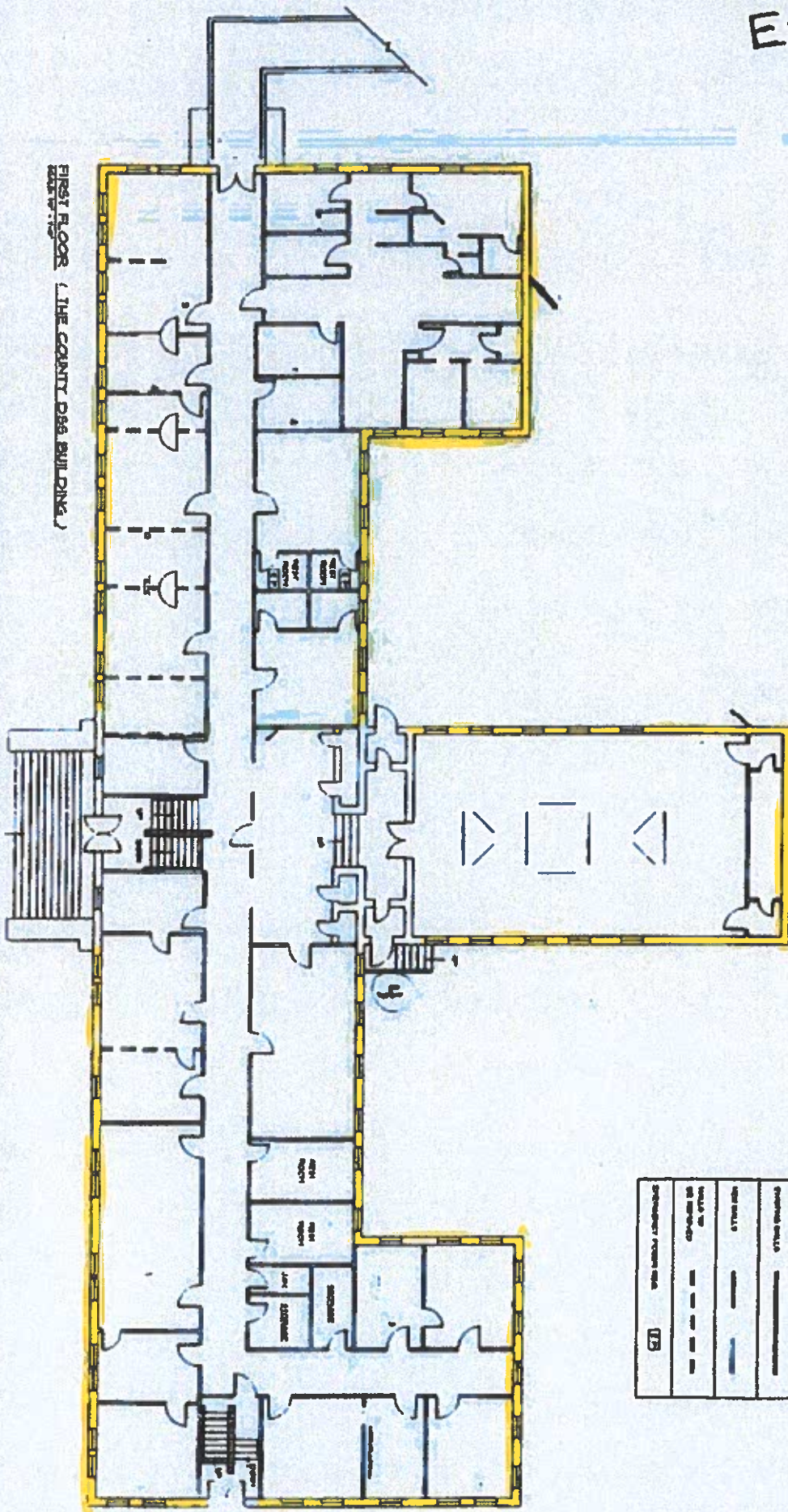
EXHIBIT A
PROPERTY DESCRIPTION

The building is located at 213 S. Towers Street in Anderson, South Carolina. The leased area will be on the main floor and will include the entire floor.

EXHIBIT B
PROPERTY DEPICTION

SEE ATTACHED

Exhibit B



FIRST FLOOR (THE COUNTY DSS BUILDING)
ROOM NO. 109

Legend					
Primary results				
Key words				
Total up or down-regulated	100	100	100	100	100
Subsequent primary data	175				

ORDINANCE NO. 2024-011

AN ORDINANCE FINDING THAT HOMELAND PARK WATER DISTRICT, SOUTH CAROLINA, MAY ISSUE NOT EXCEEDING \$1,250,000 OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES; TO AUTHORIZE HOMELAND PARK WATER COMMISSION TO ISSUE SUCH BONDS AND TO PROVIDE FOR THE PUBLICATION OF NOTICE OF THE SAID FINDING AND AUTHORIZATION.

WHEREAS, by action previously taken, the Anderson County Council (the “*County Council*”), which is the governing body of Anderson County, South Carolina (the “*County*”), ordered that a public hearing on the question of the issuance of not exceeding \$1,250,000 of general obligation bonds of Homeland Park Water District, South Carolina (the “*District*”) be held in the Anderson County Council Chambers, at 6:30 p.m. on March 19, 2024, and notice of such public hearing has been duly published once a week for three successive weeks in *The Anderson Independent-Mail*, a newspaper of general circulation in the County; and

WHEREAS, the said hearing has been duly held at the above time, date and place and said public hearing was conducted publicly and both proponents and opponents of the proposed action were given full opportunity to be heard, and it is now in order for the County Council to proceed, after due deliberation, in accordance with the provisions of Title 6, Chapter 11, Article 5 of the Code of Laws of South Carolina, 1976, as amended, (the “*Enabling Act*”) to make a finding as to whether not exceeding \$1,250,000 of general obligation bonds of the District should be issued.

NOW THEREFORE, BE IT ORDAINED, by the County Council in meeting duly assembled:

Section 1. It is found and determined that each statement of fact set forth in the preambles of this Ordinance is in all respects true and correct.

Section 2. It is found and determined that the Homeland Park Water Commission (the “*Commission*”), the governing body of the District, should be authorized to issue and should issue not exceeding \$1,250,000 of general obligation bonds of the District, in one or more series, as the District shall determine.

Section 3. The County Council hereby authorizes the Commission to issue general obligation bonds of the District in the aggregate principal amount of not exceeding \$1,250,000 as a single issue or from time to time as several separate issues, as the Commission shall determine, for the purpose of defraying the cost of acquiring, constructing, renovating, installing, furnishing and equipping certain waterline improvements, sewer line improvements and facility repairs, and to acquire various items of equipment for the District and related issuance costs of such bonds.

For the payment of the principal of and interest on such bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the District shall be irrevocably pledged, and there shall be levied annually a tax without limit on all taxable property in the District sufficient to pay such principal of and interest on the said bonds as they respectively mature, and to create such sinking fund.

Section 4. Pursuant to Section 6-11-870 of the Enabling Act, notice of the action herewith taken shall be given in the form substantially as set forth in *Exhibit A* hereto. Such notice shall be published once a week for three successive weeks in *The Anderson Independent-Mail*, a newspaper of general circulation in Anderson County.

Section 5. The County Council is mindful that the provisions of Section 4-9-1220 of the Code of Laws of South Carolina, 1976, as amended, apply to this Ordinance.

Section 6. The Chairman and other officers of the County Council are herewith authorized and empowered to take such further action as may be necessary to fully implement the action taken by this Ordinance.

Section 7. A certified copy of this Ordinance shall forthwith be transmitted to the Commission to advise it of the action taken by the County Council, whereby the Commission has been authorized to issue, pursuant to the provisions of the Enabling Act, its general obligation bonds in the aggregate principal amount of not exceeding \$1,250,000.

Section 8. The bonds authorized hereunder to be issued by the District (i) are general obligation bonds of the District; (ii) are not general obligations bond of the County; (iii) will in no way count against the constitutional debt limit of the County; and (iv) will not constitute or give rise to a pecuniary liability of the County or a charge against the full faith, credit or taxing power of the County.

ORDAINED in meeting duly assembled this _____ day of _____, 2024.

[SIGNATURE PAGE TO FOLLOW]

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: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

**NOTICE PURSUANT TO SECTION 6-11-870
CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED**

Notice is hereby given pursuant to the provisions of Section 6-11-870 of the Code of Laws of South Carolina, 1976, as amended, and following a public hearing on March 19, 2024, that the County Council of Anderson County has found that:

1. Homeland Park Water District, South Carolina (the “*District*”), created by Act No. 1101 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1950, as amended, has been authorized to issue not exceeding \$1,250,000 of general obligation bonds of the District either as a single issue, or as several separate issues, for the purpose of defraying the cost of acquiring, constructing, renovating, installing, furnishing and equipping certain waterline improvements, sewer line improvements and facility repairs, and to acquire various items of equipment for the District and related issuance costs. For the payment of the principal of and interest on such bonds as they respectively mature and for the creation of such sinking fund as may be necessary therefore, the full faith, credit and taxing power of the District shall be irrevocably pledged, and there shall be levied annually a tax without limit on all taxable property in the District sufficient to pay such principal and interest and to create such sinking fund.

2. No election has been ordered in the District upon the question of the issuance of the aforesaid bonds.

Any person affected by the action aforesaid of the County Council of Anderson County may by action *de novo* instituted in the Court of Common Pleas for Anderson County within twenty (20) days following the last publication of this Notice but not afterwards challenge the action of the County Council of Anderson County.

COUNTY COUNCIL OF ANDERSON COUNTY

CERTIFIED COPY OF ORDINANCE

First Reading:	February 20, 2024
Second Reading:	March 5, 2024
Third Reading:	March 19, 2024
Public Hearing:	March 19, 2024

ORDINANCE NO. 2024-012

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO AN EXISTING FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, AND A COMPANY PRESENTLY IDENTIFIED AS PROJECT BLUE STARR, TO EFFECT CERTAIN MODIFICATIONS THERETO WITH RESPECT TO CERTAIN PROPERTY NOW OR TO BE HEREAFTER LOCATED IN THE COUNTY; AND (2) OTHER MATTERS RELATING THERETO.

WHEREAS, Anderson County, South Carolina (the “County”), acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code, and in order to promote the economic development of the County and surrounding areas by inducing investors to locate and/or expand industrial and commercial properties (“Economic Development Property”) within the County, thereby expanding the tax base in the County and creating jobs for its citizens: (i) to enter into agreements with such investors pursuant to which such investors will make negotiated fee in lieu of *ad valorem* tax (“Negotiated FILOT”) payments with respect to such Economic Development Property; (ii) to permit investors to claim special source revenue credits against their Negotiated FILOT payments (“Special Source Credits”) to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County; and (iii) to create, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, in connection with the expansion of certain facilities in the County, pursuant to an Ordinance duly enacted by the Council on _____, _____, the County and a company presently identified as Project Blue Starr (the “Company”), entered into that certain Fee in Lieu of Tax and Incentive Agreement, dated as of _____, _____ (the “FILOT Agreement”), whereby the County agreed to provide, amongst other things, certain Negotiated FILOT (as defined in the FILOT Agreement) and Special Source Credits benefits with respect to certain real and/or personal property now or to be hereafter located in the County, all as set forth in greater detail therein (as further defined therein, the “Expansion Project”); and

WHEREAS, the Company, acting for itself, one or more affiliates or other project sponsors proposes to invest in, or cause others to invest in, the further expansion of the Expansion Project at one or more locations in the County, (collectively, the “Additional Expansion Project”) and anticipates that, should its plan proceed as expected, it will invest at least \$56,280,000, in the aggregate, in the Additional Expansion Project, and will create approximately 51 new, full-time jobs in the County at the Expansion Project; and

WHEREAS, in consideration of such additional investment in the County by the Company, and in accordance with the FILOT Act, the County has determined to approve certain modifications to the FILOT Agreement, the specific terms and conditions of which are set forth in a First Amendment to Fee in Lieu of Tax and Incentive Agreement by and between the County and the Company (the “First Amendment”), the form of which is presented to this meeting, and which is to be dated as of _____, 2024, or such other date as the parties thereto may agree; and

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

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

Section 1. The form, provisions, terms, and conditions of the First Amendment presented to this meeting and filed with the Clerk to Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the First Amendment was set out in this Ordinance in its entirety. The Chairman of the Council and/or the County Administrator are hereby authorized, empowered, and directed to execute, acknowledge and deliver the First Amendment in the name and on behalf of the County, and the Clerk to Council is hereby authorized and directed to attest the same, and thereupon to cause the First Amendment to be delivered to the Company and cause a copy of the same to be delivered to the County Auditor, Assessor and Treasurer. The First Amendment is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the First Amendment now before this meeting.

Section 2. The Chairman of the Council, the County Administrator and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the execution and delivery of the First Amendment and the performance of all obligations of the County under and pursuant thereto.

Section 3. The provisions of this Ordinance are hereby declared to be separable and if any section, phase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phases, and provisions hereunder.

Section 4. All orders, 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 and approval.

[End of Ordinance]

ORDAINED in meeting duly assembled this ____ day of _____, 2024.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman,
Anderson County Council

[SEAL]

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: _____, 2024
Second Reading: _____, 2024
Public Hearing: _____, 2024
Third Reading: _____, 2024

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk of the County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, correct and verbatim copy of an ordinance, which was duly adopted by the County Council at its meeting held on _____, 2024, at which meeting a quorum of members of the County Council were at all times present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

WITNESS MY HAND this _____ day of _____, 2024

Renee Watts, Clerk to Council
Anderson County, South Carolina

**FIRST AMENDMENT TO
FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT**

by and between

ANDERSON COUNTY, SOUTH CAROLINA,

and

PROJECT BLUE STARR

Dated as of _____, 2024

This First Amendment pertains to that certain Fee in Lieu of Tax and Incentive Agreement dated as of _____, _____ by and among Anderson County, South Carolina, and a company presently identified as Project Blue Starr.

FIRST AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FIRST AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (the “First Amendment”), dated as of _____, 2024 (the “Effective Date”), by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, and a company presently identified as **PROJECT BLUE STARR**, a _____ (the “Company”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (the “Code”), particularly Title 12, Chapter 44 thereof (the “Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code, and in order to promote the economic development of the County and surrounding areas by inducing investors to locate and/or expand industrial and commercial properties (“Economic Development Property”) within the County, thereby expanding the tax base in the County and creating jobs for its citizens: (i) to enter into agreements with such investors pursuant to which such investors will make negotiated fee in lieu of *ad valorem* tax (“Negotiated FILOT”) payments with respect to such Economic Development Property; (ii) to permit investors to claim special source revenue credits against their Negotiated FILOT payments (“Special Source Credits”) to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County; and (iii) to create, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, in connection with the expansion of certain facilities in the County, and pursuant to an Ordinance duly enacted by the Council on _____, _____, the County and the Company, entered into that certain Fee in Lieu of Tax and Incentive Agreement dated as of _____, _____ (the “FILOT Agreement”), whereby the County agreed to provide, amongst other things, certain Negotiated FILOT and Special Source Credits benefits to the Company with respect to certain real and/or personal property now or to be hereafter located in the County, as set forth therein (as further defined therein, the “Expansion Project”); and

WHEREAS, the Company, acting for itself, one or more affiliates or other project sponsors (the “Company”) proposes to invest in, or cause others to invest in, the further expansion of the Expansion Project at one or more locations in the County, (collectively, the “Additional Expansion Project”) and anticipates that, should its plan proceed as expected, it will invest at least \$56,280,000, in the aggregate, in the Additional Expansion Project, and will create approximately 51 new, full-time jobs in the County at the Expansion Project; and

WHEREAS, in consideration of such additional investment in the Expansion Project by the Company, and in accordance with Sections 12-44-40(K) of the Negotiated FILOT Act, respectively, the County has determined to approve certain modifications to the FILOT Agreement, all as evidenced, memorialized, ratified, and detailed more particularly herein; and

WHEREAS, the Council authorized the modifications to the FILOT Agreement referenced above and set forth in this First Amendment, and authorized the execution and delivery of this First Amendment, pursuant to Ordinance No. _____ duly enacted by the Council on _____, 2024.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference and other lawful consideration, and respective representations and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

Section 1. Definitions. Defined terms utilized herein and not otherwise defined herein shall have the meanings ascribed to them in the FILOT Agreement.

Section 2. Amendment of FILOT Agreement. The FILOT Agreement is hereby amended as follows:

(a) Section 1.01 is hereby amended as follows:

- i. The definition of “Additional Expansion Project” is hereby included and inserted to read as follows:

“Additional Expansion Project” shall mean that portion of the Expansion Project placed in service within the portion of the Investment Period comprising the Additional Expansion Project Compliance Period.

- ii. The definition of “Additional Expansion Project Compliance Period” is hereby included and inserted to read as follows:

“Additional Expansion Project Compliance Period” shall mean that portion of the Investment Period commencing on January 1, 2023 and ending at the end of the Investment Period, which such end date the County and Company agree and acknowledge to be December 31, 2027.

- iii. The definition of “Additional Expansion Project Investment Requirement” is hereby included and inserted to read as follows:

“Additional Expansion Project Investment Requirement” shall mean investment in the Additional Expansion Project, within the Additional Expansion Project Compliance Period, by the Company and any other Sponsors or Sponsor Affiliates, in the aggregate, of at least \$56,280,000 (without regard to depreciation or other diminution in value).

- iv. The definition of “Additional Expansion Project Jobs Requirement” is hereby included and inserted to read as follows:

“Additional Expansion Project Jobs Requirement” shall mean the creation at the Expansion Project of at least 51 new, full-time jobs by the Company and any other Sponsors or Sponsor Affiliates, in the aggregate, within the

Additional Expansion Project Compliance Period.

- v. The definition of “Agreement” is hereby amended to read as follows:

“*Agreement*” shall mean this Fee in Lieu of Tax and Incentive Agreement as originally executed and from time to time supplemented or amended, as permitted herein, including, without limitation, as amended by that certain First Amendment to Fee in Lieu of Tax and Incentive Agreement by and between the County and the Company dated as of _____, 2024.

- (b) Section 3.02(a)(i) is hereby amended to read as follows:

(a) As an additional incentive to induce the Company to locate the Expansion Project in the County, and as reimbursement for investment in Special Source Improvements and subject to the requirements of the Special Source Act, the County does hereby agree that the Company and each other Sponsor or Sponsor Affiliate (each a “Credit Eligible Entity”) shall each be entitled to claim and receive, and the County shall provide, Special Source Credits against each annual Negotiated FILOT Payment due hereunder from each Credit Eligible Entity with respect to the Expansion Project, as follows:

(i) Upon satisfaction, within the Investment Period, of each investment threshold, and within the period commencing on January 1, 2012 and ending at the end of the Investment Period, of each corresponding new, full-time job creation threshold, set forth below, and subject to the provisions of **Sections 3.02(b)** through **(d)** hereof, Special Source Credits in the corresponding percentage amounts set forth below:

(1) With respect to each Negotiated FILOT Payment beginning with the initial Negotiated FILOT Payment due hereunder and continuing through and including the Negotiated FILOT Payment due with respect to tax year 2023 (*i.e.*, Negotiated FILOT Payment due for Expansion Project property placed in service as of the end of the Property Tax Year ending on December 31, 2022 to be paid on or about January 15, 2024), and commencing with the Negotiated FILOT Payment due during such payment period with respect to Expansion Project property placed in service as of the end of the first Property Tax Year in which such investment and job creation threshold has been satisfied:

<u>Special Source Credits Tier</u>	<u>Investment Thresholds</u> (without regard to depreciation, assessment or other diminution in value)	<u>Job Creation Thresholds</u> (created in the County)	<u>Percentage of Negotiated FILOT Payments Provided as Special Source Credits</u>
Tier 1	\$150,000,000 - \$500,000,000	125	47%
Tier 2	\$500,000,001 - \$750,000,000	300	57%
Tier 3	\$750,000,001 - \$1,000,000,000	300	62%
Tier 4	\$1,000,000,001 and above	300	67%

(2) With respect to each Negotiated FILOT Payment beginning with the Negotiated FILOT Payment due with respect to tax year 2024 (*i.e.*, Negotiated FILOT Payment due for Expansion Project property placed in service as of the end of the Property Tax Year ending on December 31, 2023 to be paid on or about January 15, 2025) and continuing through the remainder of the Negotiated FILOT Payments due hereunder, and commencing with the Negotiated FILOT Payments due during such payment period with respect to Expansion Project property placed in service as of the end of the first Property Tax Year in which such investment and job creation threshold has been satisfied:

<u>Special Source Credits Tier</u>	<u>Investment Thresholds</u> (without regard to depreciation, assessment or other diminution in value)	<u>Job Creation Thresholds</u> (created in the County)	<u>Percentage of Negotiated FILOT Payments Provided as Special Source Credits</u>
Tier 1	\$150,000,000 - \$500,000,000	125	55%
Tier 2	\$500,000,001 - \$750,000,000	300	65%
Tier 3	\$750,000,001 - \$1,000,000,000	300	70%
Tier 4	\$1,000,000,001 and above	300	75%

Provided, however, that should either the Additional Expansion Project

Investment Requirement or the Additional Expansion Project Jobs Requirement not be satisfied by the end of the Additional Expansion Project Compliance Period, the applicable Special Source Credits percentages set forth in the table above in **Section 3.02(a)(i)(2)** hereof shall be automatically modified to be equal to the Special Source Credits percentages set forth in the table above in **Section 3.02(a)(i)(1)** hereof, prospectively, commencing with the Negotiated FILOT Payment due with respect to tax year 2028 (*i.e.*, Negotiated FILOT Payment due for Expansion Project property placed in service as of the end of the Property Tax Year ending on December 31, 2027 and to be paid on or about January 15, 2029; provided, further, however, that notwithstanding the immediately foregoing provision, in the event that the new, full-time job level set forth in the Additional Expansion Project Jobs Requirement is satisfied on or before December 31, 2029, the Special Source Credits percentages set forth in the table above in **Section 3.02(a)(i)(2)** hereof shall automatically reapply commencing with the Negotiated FILOT Payment due with respect to the tax year corresponding to the Property Tax Year in which such satisfaction occurs (*e.g.*, if such satisfaction occurs in the Property Tax Year ending December 31, 2028, the Special Source Credits percentages set forth in the table above in **Section 3.02(a)(i)(2)** hereof would automatically reapply commencing with the Negotiated FILOT Payment due with respect to tax year 2029 for Expansion Project property placed in service as of the end of the Property Tax Year ending on December 31, 2028 to be paid on or about January 15, 2029).

(c) Section 9.03(e) is hereby amended to read as follows:

if to the Company:

Attention: Tax Incentives Manager

Phone: _____

Fax: _____

with a copy (which shall not constitute notice) to:

Maynard Nexsen PC
Tushar V. Chikhliker, Esq.
P.O. Box 2426
1230 Main Street, Suite 700
Columbia, South Carolina 29201
Phone: 803-771-8900
Fax: 803-253-8277

Section 3. Remaining Terms and Provisions. Except as expressly amended hereby, the terms and provisions of the FILOT Agreement shall remain unchanged and in full force and effect.

Section 4. Entire Understanding. The FILOT Agreement, as amended by this First Amendment, expresses the entire understanding and all agreements of the parties hereto pertaining to the matters set forth herein and therein and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in the FILOT Agreement, as amended by this First Amendment, or in certificates delivered in connection with the execution and delivery hereof.

Section 5. Severability. In the event that any clause or provision of this First Amendment shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 6. Multiple Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

[Signature Pages Follow]

IN WITNESS THEREOF, the parties hereto, each after due authorization, have executed this First Amendment to Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

[SEAL]

ATTEST:

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

PROJECT BLUE STARR

By: _____
Name: _____
Title: _____



Anderson County Central Services Division
Purchasing Department

To: Mr. Rusty Burns

From: Robert Carroll

Date: 02/27/2024

Re: Bid #24-011

Anderson County received bids on November 30th to provide improvements at the WCI and T.L. Hanna Pump Stations. The County sent the bid package to twelve (12) companies and had two (2) companies to submit a bid. County staff recommends award to the low bidder, Greenstone Construction, LLC in Seneca, S.C. The total price for the project is \$1,379,340.00. Staff is requesting approval of the bid at this time.

Anderson County Purchasing Department Bid Tabulation

BID #24-011 WCI & TL HANNA PUMP STATION IMPROVEMENTS

	Vendor	Total Cost
1	GREENSTONE CONSTRUCTION	\$1,379,340.00
2	DON MOORHEAD CONSTRUCTION	\$1,500,540.00
3	HAREN CONSTRUCTION	NO RESPONSE
4	WGK CONSTRUCTION	NO RESPONSE
5	WCE EQUIPMENT	NO RESPONSE
6	HARPER	NO RESPONSE
7	STRACK	NO RESPONSE
8	YOUNG PLUMBING	NO RESPONSE
9	JM CONSTRUCTION	NO RESPONSE
10	STEVE SOUTH	NO RESPONSE
11	SHERWIN WILLIAMS	NO RESPONSE
12	DUO-GARD	NO RESPONSE
13		
14	AWARD TO:	Greenstone Construction

BID TABULATION SUMMARY
BIDS RECEIVED 11:00 A.M., LOCAL TIME, NOVEMBER 30, 2023,
AT THE OFFICE OF
ANDERSON COUNTY, FOR THE
WCI & TL HANNA PUMP STATIONS IMPROVEMENTS PROJECT

BLACK & VEATCH CORPORATION
201 BROOKFIELD PARKWAY, SUITE 150
GREENVILLE, SOUTH CAROLINA 29607
B&V PROJECT 414885

DATE: DECEMBER 5, 2023
BIDS TABULATED BY: LDP
BIDS CHECKED BY: RTC

* APPARENT, RESPONSIVE LOW BIDDER
HIGHLIGHTED CELLS INDICATE CORRECTED BID QUANTITY

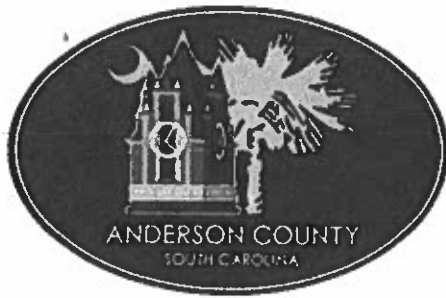
TL HANNA & WCI PUMP STATIONS IMPROVEMENTS PROJECT			Greenstone Construction LLC* 210 W North 2nd Street Seneca, SC 29678		Don Moorhead Construction 1513 Anderson Street Belton, SC 29627		
SOUTH CAROLINA CONTRACTOR LICENSE NO.			CLG 114544		G13153		
BIDDING DOCUMENTS:							
ACKNOWLEDGED RECEIPT OF ADDENDUM NO. 1			YES		YES		
SECTION II - INFORMATION AND CONDITIONS FOR BIDS			YES		YES		
SECTION II - BID SECURITY OF 5%			YES		YES		
SECTION II EXHIBIT A - NON-COLLUSION AFFIDAVIT			YES		YES		
SECTION III - INFORMATION REQUIRED OF PARTY MAKING THE BID			YES		YES		
SECTION IV - WCI & TL HANNA PUMP STATIONS IMPROVEMENTS			YES		YES		
SECTION IV - BASE BID FORM			YES		YES		
SECTION IV - PROPOSED SUBCONTRACTORS			YES		YES		
LIST OF SUBCONTRACTORS:							
Electrical			Clements Electrical		Young Blood		
Fencing			Seegars Fencing		Seegar		
Pumps			-		Vaughn (WCI) Flygt (TLHanna)		
Generator			-		Cummins		
Canopy			-		Duogard (WCI) Mitchell Metals (TL Hanna)		
Precast			-		MST		
Piping			-		Ferguson		
UNIT PRICE SCHEDULE:			Unit	Quantity	Unit Price	Total Cost	
WCI PUMP STATION							
General							
1	Mobilization	LS	1	\$40,390.00	\$40,390.00	\$40,000.00	\$40,000.00
Sitework & Misc							
2	Demolition and Removal	LS	1	\$53,950.00	\$53,950.00	\$19,790.00	\$19,790.00
3	Temporary Sewer Bypass	LS	1	\$25,430.00	\$25,430.00	\$57,000.00	\$57,000.00
4	Connection to Existing Force Main	EA	1	\$15,000.00	\$15,000.00	\$21,500.00	\$21,500.00
Mechanical							
5	Permanent Bypass Connection	LS	1	\$17,550.00	\$17,550.00	\$23,000.00	\$23,000.00
6	Valves in Valve Vault and Piping	LS	1	\$41,190.00	\$41,190.00	\$55,000.00	\$55,000.00
7	Wetwell Top with Hatch	LS	1	\$16,480.00	\$16,480.00	\$27,300.00	\$27,300.00
8	Wetwell Concrete Work	LS	1	\$10,420.00	\$10,420.00	\$48,160.00	\$48,160.00
9	Yard Hydrant, Double Check Backflow Assembly, and Hot Box	EA	1	\$15,390.00	\$15,390.00	\$25,860.00	\$25,860.00
Sewer Line							
10	8-inch PVC	LF	31	\$610.00	\$18,910.00	\$300.00	\$9,300.00
11	4' Dia Sewer Manhole	EA	1	\$10,730.00	\$10,730.00	\$14,500.00	\$14,500.00
12	4' Dia Doghouse Manhole	EA	1	\$15,300.00	\$15,300.00	\$15,000.00	\$15,000.00
Electrical & Controls							
13	80 KW Generator & ATS	LS	1	\$58,220.00	\$58,220.00	\$103,000.00	\$103,000.00
14	Generator Slab	LS	1	\$11,890.00	\$11,890.00	\$20,000.00	\$20,000.00
15	Electrical- Site (lighting, conduit, panels, etc)	LS	1	\$213,540.00	\$213,540.00	\$188,200.00	\$188,200.00

TL HANNA & WCI PUMP STATIONS IMPROVEMENTS PROJECT					Greenstone Construction LLC* 210 W North 2nd Street Seneca, SC 29678		Don Moorhead Construction 1513 Anderson Street Belton, SC 29627	
16	Canopy Structure	LS	1	\$70,240.00	\$70,240.00	\$60,000.00	\$60,000.00	
	Pumps & Equipment							
17	Duplex Pump Control Panel	EA	1	\$26,840.00	\$26,840.00	\$35,000.00	\$35,000.00	
18	Submersible Pumps (750GPM,20HP)/Rails/Etc	EA	2	\$67,890.00	\$135,780.00	\$63,500.00	\$127,000.00	
TOTAL WCI BASE BID (SUM OF ITEMS 1-14)					\$797,250.00		\$889,610.00	
TL HANNA PUMP STATION								
	General							
1	Mobilization	LS	1	\$27,610.00	\$27,610.00	\$0.00	\$0.00	
	Sitework & Misc							
2	Demolition and Removal	LS	1	\$48,660.00	\$48,660.00	\$19,790.00	\$19,790.00	
3	Stone in Yard and Matting Fabric	TN	100	\$189.60	\$18,960.00	\$200.00	\$20,000.00	
4	Fencing	LF	120	\$93.00	\$11,160.00	\$125.00	\$15,000.00	
5	Temporary Sewer Bypass	LS	1	\$24,820.00	\$24,820.00	\$57,000.00	\$57,000.00	
6	Connection to Existing Sewer	EA	1	\$15,730.00	\$15,730.00	\$15,000.00	\$15,000.00	
	Mechanical							
7	Permanent Bypass Connection	LS	1	\$12,070.00	\$12,070.00	\$19,000.00	\$19,000.00	
8	Valves in Valve Vault and Piping	LS	1	\$48,090.00	\$48,090.00	\$57,000.00	\$57,000.00	
9	Wetwell Top with Hatch	LS	1	\$11,340.00	\$11,340.00	\$32,000.00	\$32,000.00	
10	Yard Hydrant, Double Check Backflow Assembly, and Hot Box	EA	1	\$15,390.00	\$15,390.00	\$17,500.00	\$17,500.00	
11	Air Release Valve (installed within existing manhole)	EA	1	\$4,510.00	\$4,510.00	\$12,000.00	\$12,000.00	
	Electrical & Controls							
12	Electrical- Site (lighting, conduit, panels, etc)	LS	1	\$218,900.00	\$218,900.00	\$185,000.00	\$185,000.00	
	Pumps & Equipment							
13	Duplex Pump Control Panel	EA	1	\$34,770.00	\$34,770.00	\$41,640.00	\$41,640.00	
14	Submersible Pumps (10HP)/Rails/Etc	EA	2	\$40,040.00	\$80,080.00	\$55,000.00	\$110,000.00	
TOTAL TL HANNA BASE BID (SUM OF ITEMS 1-14)					\$572,090.00		\$600,930.00	
ALLOWANCES								
	WCI Material Testing	ALW	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
	TL Hanna Material Testing	ALW	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
GRAND TOTAL BID PRICE:				\$1,379,340.00		\$1,500,540.00		

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF BIDS RECEIVED NOVEMBER 30, 2023, FOR THE ANDERSON COUNTY WCI & TL HANNA PUMP STATIONS IMPROVEMENTS PROJECT.

Todd Carwell

Todd Carwell, P.E.
SC PE No. 34442



Anderson County Central Services Division
Purchasing Department

To: Mr. Rusty Burns

From: Robert Carroll

Date: 02/29/2024

Re: Bid #24-026

Anderson County received bids on February 29th to provide improvements at the KidVenture playground located at the Anderson Sports & Entertainment Center. The County sent the bid package to twenty-six (26) companies and had one (1) company to submit a bid. County Staff recommends award to Foothills Contracting Service, LLC in Central, S.C. The total price for the project is \$1,363,000.00 (Base Bid + Alternate #1). County Staff is requesting approval of the bid at this time.

Anderson County Purchasing Department Bid Tabulation

BID #24-026 KID VENTURE 2.0 PHASE II

	VENDOR	BOND	Total Cost
1	FOOTHILLS	BASE	\$711,000.00
2		ALT. 1	\$652,000.00
3		TOTAL	\$1,363,000.00
4	CAROLINA PARKS AND PLAY		NO RESPONSE
5	ADC ENGR.		NO RESPONSE
6	STERLING		NO RESPONSE
7	BLISS PRODUCTS		NO RESPONSE
8	CUNNINGHAM REC.		NO RESPONSE
9	THRELKELD		NO RESPONSE
10	CP BUILDERS		NO RESPONSE
11	BELK		NO RESPONSE
12	MILLER		NO RESPONSE
13	S AND S		NO RESPONSE
14	JM COPE		NO RESPONSE

	VENDOR	BOND	Total Cost
15	J DAVIS		NO RESPONSE
16	MOORHEAD		NO RESPONSE
17	GREAT SOUTHERN REC.		NO RESPONSE
18	NOVA TECHNOLOGIES		NO RESPONSE
19	NT GRADING		NO RESPONSE
20	DAVIS PLUMBING		NO RESPONSE
21	SUMMIT		NO RESPONSE
22	GLENN CONSTRUCTORS		NO RESPONSE
23	MCG MECHANICAL		NO RESPONSE
24	DYNAMO PLAYGROUNDS		NO RESPONSE
25	BARRS REC		NO RESPONSE
26	CEC CONSTRUCTION		NO RESPONSE
27	ECO PLAY STRUCTURES		NO RESPONSE
28	EE REED EAST		NO RESPONSE
29	AWARD TO:		

SECTION IV: Addendum A

BID FORM

Name of Party submitting the Bid: Foothills Contracting Service, LLC

To: Purchasing Manager for Anderson County

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: #24-026 Kid Venture 2.0 Phase II Playground Project

BASE BID-LUMP SUM:

Single-Prime Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by ADC Engineering, Inc., having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment, services, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc., according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

BASE BID

\$ 711,000.00 SEVEN HUNDRED ELEVEN THOUSAND DOLLARS

ALTERNATE 1 - "K-Fort" Petal Equipment & Surfacing

\$ 652,000.00 SIX HUNDRED FIFTY TWO THOUSAND DOLLARS

GRAND TOTAL

\$ 1,363,000 ONE MILLION THREE HUNDRED SIXTY THREE THOUSAND DOLLARS

UNIT PRICES:

Unit prices quoted and accepted shall apply throughout the life of the Contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of the changes in the scope of the Work all in accordance with the Contract Document. The Bidder is asked to provide the following unit prices to be used to adjust the Contract up or down if the scope of the Work changes. Award shall be based on the lump sum bid and not the unit prices. Quantities of Unit Prices below are estimated and are only to establish a baseline.

UNIT PRICE ITEM	UNIT	QTY.	UNIT COST	ITEM COST
Unsuitable Soils	CY	500	100/cr	\$50,000.00
Concrete Sidewalk	SF	100	\$10/SF	\$1,000.00
Stained Concrete	SF	100	\$20/SF	\$2,000.00
PIP Protective Surfacing	SF	100	\$35/SF	\$3,500.00
Artificial Turf	SF	100	\$45/SF	\$4,500.00
Fencing	LF	8	\$68/LF	\$544.00
Permanent Grassing	SF	100	\$2/SF	\$200.00

UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. Unit prices above shall include all necessary incidentals, not specifically listed but are associated with and integral to the construction of the park.

Estimated Unit Quantities are provided only for Bidders convenience. It is the responsibility of the Contractor to verify all quantities. The Contractor shall not be allowed to take advantage of any discrepancy between the estimated quantities below and the drawings, specifications, or other bid documents.



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: All

Mail/Email/Fax to:

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

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright,
Jr.
Council District 1

Glenn A. Davis
Council District 2

Ray Graham
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:

Pendleton Recreation Association

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

\$ 5,000.00

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

Field Upgrades, Park upgrades, funding for lower income athletes.

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

Yes

5. Contact Person: Jon Mitchell

Mailing Address:

Phone Number: 864-933-0991

Email: pendletonrecreation@gmail.com

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

We will not be matching funds.

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

Jon Mitchell
Signature

Jon Mitchell
Print Name

12/5/23
Date

South Carolina
Secretary of State
(<https://sos.sc.gov/>)
Mark Hammond

Search Charities

Charities Search Home

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Pendleton Recreation Association

Public Id: P11327

Mr. Billy Wheeler , CEO

500 Lebanon Rd. Veteran's Park

Pendleton, SC 29670

Status: Registered. Information from this organization's annual financial report is listed below.

The following financial information has been provided to the Secretary of State's Office by the above named organization. The Secretary of State's Office has not independently verified this financial information. If a charity has recently registered with the Secretary of State's Office for the first time, there may not be any financial data available. Below are figures for the organization's fiscal year **1/1/2020 - 12/31/2020**.

Financial Report

TOTAL REVENUE:	\$28,043.00
PROGRAM EXPENSES:	\$17,127.00
TOTAL EXPENSES:	\$38,487.00
NET ASSETS:	\$13,136.00
FUNDRAISER COSTS:	\$0.00



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:

Love well ministries, Inc.

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: *Scholarships for City of Anderson Recreation Center, educational materials, Gas for transportation*

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

5. Contact Person: *Kim Matkins*
Mailing Address: *212 East Shockley Ferry Rd Anderson SC 29624*
Phone Number: *864-611-5957*
Email: *Kim.matkins00@gmail.com*

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

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.

Kim D. Matkins
Signature

Kim matkins
Print Name

2.28.24
Date

The State of South Carolina




Office of Secretary of State Mark Hammond

Certificate of Existence

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

Love Well Ministries, Inc., a nonprofit corporation duly organized under the laws of the State of South Carolina on December 6th, 2023, has as of the date hereof filed as a nonprofit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, and has paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-31-1421, and that the nonprofit corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great Seal
of the State of South Carolina this 6th day
of December, 2023.


Mark Hammond, Secretary of State



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 06

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:
Powdersville YMCA (Y Mentor Program)
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
\$2500
3. The purpose for which the funds are being requested:
Y Mentor Program (2024-2025 school year)
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. **Yes, see attachment**
5. Contact Person: **Leebo Keels**
Mailing Address: **9115 Hwy 81N Piedmont, SC 29673**
Phone Number: **(864) 625-2060**
Email: **leebokeels@pcymca.net**
6. Statement as to whether the entity will be providing matching funds:
No matching funds

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

Leebo Keels
Signature

Leebo Keels
Print Name

2-29-24
Date



State of South Carolina
Office of the Secretary of State
The Honorable Mark Hammond

5/8/2023

Pickens County Young Mens Christian Association
Ms Christy L Stancil
201 Burns Rd.
Easley, SC29640

RE: Registration Confirmation

Charity Public ID: P643

Dear Ms Christy L Stancil :

This letter confirms that the Secretary of State's Office has received and accepted your Registration, therefore, your charitable organization is in compliance with the registration requirement of the "South Carolina Solicitation of Charitable Funds Act." The registration of your charitable organization will expire on 5/15/2024.

If any of the information on your Registration form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization.

If you have not yet filed your annual financial report or an extension for the annual financial report, the annual financial report is still due 4½ months after the close of your fiscal year.

- Annual financial reports must either be submitted on the Internal Revenue Service Form 990 or 990-EZ or the Secretary of State's Annual Financial Report Form.
- If you wish to extend the filing of that form with us, please submit a written request by email or fax to our office using the contact information below. Failure to submit the annual financial report may result in an administrative fine of up to \$2,000.00.

If you have any questions or concerns, please visit our website at www.sos.sc.gov or contact our office using the contact information below.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Wickersham", followed by a long horizontal line.

Kimberly S. Wickersham
Director, Division of Public Charities



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 5

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:

Centerville Elementary PTO

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

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

See attached paper

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: Melissa Elgin
Mailing Address: 1529 Whitehall Road And. SC 29625
Phone Number: 864-940-1775
Email: melissaelgin@anderson5.net

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

At this time we do not have matching funds.

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

Melissa Elgin
Signature

Melissa Elgin 2/27/24
Print Name Date

Jenifer Seymour
Amy Heard

Jenifer Seymour 2/27/24
Amy Heard 2/28/24