



AGENDA
Special Presentation Meeting
Tuesday, July 16, 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. 2024-039: A Resolution commending Anderson County Manager of Public Safety Communication Adam Westmoreland; and other matters related thereto.

All Council

b. 2024-040: A Resolution congratulating the Belton-Honea Path High School Girls Softball Team for winning its first-ever 3A State Championship; and other matters related thereto.

Hon. Greg Elgin

3. ADJOURNMENT

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, July 16, 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. Jimmy Davis

3. APPROVAL OF MINUTES

June 18, 2024, June 20, 2024
 Minutes not received June 28, 2024

4. CITIZENS COMMENTS

Agenda Matters Only
THREE-MINUTE TIME LIMIT

5. PRESENTATION CONNECT POWDERSVILLE/RHYTHM ON THE RIVER

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



6. DISCUSSION OF DEVELOPMENT ISSUES:

- a. Reduce the number of lots for summary plats to 4 and require one acre lots.
- b. Require stormwater basin consideration for areas with flood issues.
- c. Topography considerations for grading of lots.
- d. Provide for minor subdivisions of up to four lots with a common private drive.

Mr. Tommy Dunn (allotted 15 minutes)

7. ORDINANCE THIRD READING:

- a. **2024-021:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and Eastern Engineered Wood Products, Inc. with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; and other matters related thereto. [Project Palmetto II] (**PUBLIC HEARING THREE MINUTE TIME LIMIT**)

Mr. Burriss Nelson (allotted 5 minutes)

- b. **2024-022:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park to include certain property; and other matters related thereto. [Project Palmetto II] (**PUBLIC HEARING THREE MINUTE TIME LIMIT**)

Mr. Burriss Nelson (allotted 5 minutes)

- c. **2024-023:** An Ordinance to lease real property from Mt. Zion Presbyterian Church; and other matters related thereto. (**PUBLIC HEARING THREE MINUTE TIME LIMIT**)

Mr. Jordan Thayer (allotted 5 minutes)

8. ORDINANCE SECOND READING:

- a. **2024-024:** An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone 18.38 +/- acres from Highway Commercial District (C-2) to Highway Commercial District (C-2) and Multifamily Residential (R-M) on a parcel of land, identified as address 2410 Highway 81 N, Anderson, SC. The parcel is further identified as TMS #147-09-03-001, 147-19-03-002, and 147-09-03-003. [District 1] (**PUBLIC HEARING THREE MINUTE TIME LIMIT**)

Ms. Alesia Hunter (allotted 5 minutes)

9. ORDINANCE FIRST READING:

- a. **2024-004:** An Ordinance to sell real property to Habitat for Humanity of Anderson County, Inc.; and other matters related thereto.

Mr. Jordan Thayer (allotted 5 minutes)

- b. **2024-028:** An Ordinance to transfer an easement interest in real property to Duke Energy Carolinas, LLC; and other matters related thereto.

Mr. Jordan Thayer (allotted 5 minutes)



- c. **2024-029:** An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone 4.72 +/- acres from Residential Agricultural (R-A) to Single-Family Residential District (R-20) on a parcel of land, identified as address in the Hattons Ford Road Precinct, Townville, SC. This parcel is further identified as TMS #18-04-07-001.

Ms. Alesia Hunter (allotted 5 minutes)

- d. **2024-030:** An Amended and restated ordinance providing for the imposition of a transportation sales and use tax, subject to a November 5, 2024 referendum, pursuant to Title 4, Chapter 37 of the Code of Laws of South Carolina 1976, as amended; ordering a referendum in connection therewith; and providing for matters relating thereto

Mr. Tommy Dunn (allotted 5 minutes)

10. RESOLUTIONS:

- a. **2024-027:** A Resolution expressing intent to cease county maintenance on and to authorize county consent to judicial abandonment and closure of a portion of Bridges Dr designated as C-1-38; and other matters related thereto.

Mr. Matt Hogan (allotted 5 minutes)

11. APPOINTMENTS:

- a. Appalachian Council of Governments Board: Tom Allen

Mr. Tommy Dunn

12. VEHICLE DONATION:

- a. Chevrolet Suburban 1500-Love-Well Ministries

13. CHANGE ORDERS/BID APPROVALS:

- a. RFP #24-039 Solid Waste Contracted Hauling & Services
- b. Bid #24-040 Agnew & Craytonville Improvement
- c. Bid #24-041 Flooring Contract
- d. Bid #24-042 Landscape Installation Contract
- e. Bid #24-043 Tree Work Contract

14. EXECUTIVE SESSION:

- a. Receipt of legal advice regarding Opioid Litigation.
- b. Action following executive session.

15. REPORT FROM THE PUBLIC SAFETY COMMITTEE MEETING HELD ON JULY 11, 2024

Mr. Greg Elgin (allotted 10 minutes)

16. REQUEST BY COUNCIL:

- a. Connect Powdersville-District 6
- b. Dude Chat-All Districts
- c. Vets Helping Vets-All Districts
- d. American Red Cross Upstate SC Chapter-All Districts
- e. Pendleton Masonic Lodge-District 4
- f. Watkins Community Center-District 7
- g. Anderson County Foster Parent Association-District 5
- h. AIM-Districts 3 & 4



17. ADMINISTRATOR'S REPORT

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

18. CITIZENS COMMENTS

Non-Agenda Matters
THREE-MINUTE TIME LIMIT

19. REMARKS FROM COUNCIL

20. ADJOURNMENT

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

RESOLUTION #2024-039

A RESOLUTION COMMENDING ANDERSON COUNTY MANAGER OF PUBLIC SAFETY COMMUNICATION ADAM WESTMORELAND; AND OTHER MATTERS RELATED THERETO.

WHEREAS Adam Westmoreland has served as Anderson County’s Manager of Public Safety Communication since 2020, and

WHEREAS, Adam has one of the most important jobs in all of Anderson County; he is responsible for ensuring that Communication Center equipment and the towers and radios used by our first responders all work properly, and

WHEREAS, when our residents call for help in their hour of need, it is Adam’s efforts that ensure their calls are heard, and that those going to help have what they need and know exactly where it is needed, and

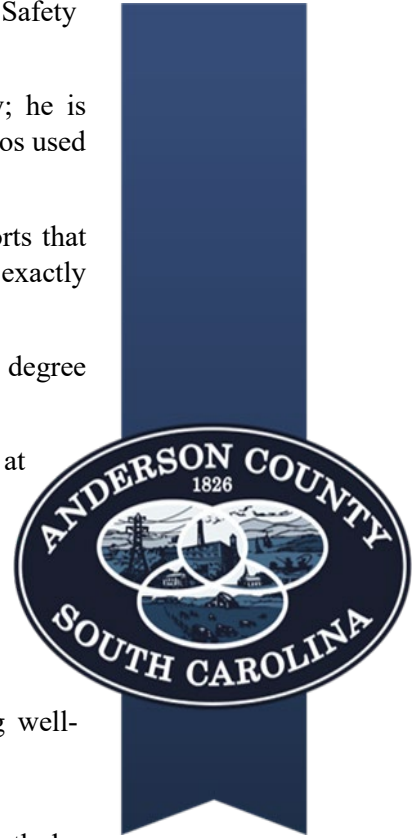
WHEREAS, his work is a critical component of our efforts to ensure, to the highest degree possible, the health, safety, and welfare of the citizenry, and

WHEREAS, Adam’s reputation is known throughout the region and the state, and those at the highest levels of government have come to rely on his counsel, and

WHEREAS, Adam’s work was recently praised by Mr. Frank Rainwater, Executive Director of the South Carolina Revenue and Fiscal Affairs Office, who described Adam as an “invaluable asset” in efforts to maintain critically needed state funding for county E911 programs, and

WHEREAS, it is the desire of Anderson County Council to join others in offering well-deserved accolades;

NOW, THEREFORE, BE IT RESOLVED, in a meeting duly assembled this sixteenth day of July 2024, that the Anderson County Council hereby recognizes Adam Westmoreland for his outstanding services to the public and offers its most sincere appreciation for the work he has done and will continue to do.



FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

John B. Wright, Jr.
District One

Glenn Davis
District Two

Greg Elgin
District Three

Brett Sanders, Vice-Chairman
District Four

Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council

RESOLUTION 2024-040

A RESOLUTION CONGRATULATING THE BELTON-HONEA PATH HIGH SCHOOL GIRLS SOFTBALL TEAM FOR WINNING ITS FIRST-EVER 3A STATE CHAMPIONSHIP; AND OTHER MATTERS RELATED THERETO.

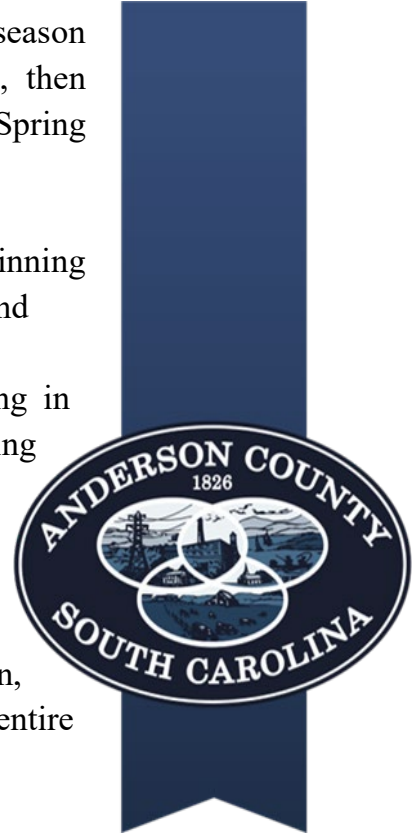
Whereas the Belton-Honea High School Girls Softball Team started the season strong as Champions of the Pre-Season Anderson County Invitational, then traveled to North Myrtle Beach where they were North Myrtle Beach Spring Break Tournament Champions; and

Whereas the Bears continued to impress all season long with a 15-game winning streak, becoming District Champions as well as Upper State Champions; and

Whereas the Bears completed their season with a 31-4 record, claiming in dramatic come-from-behind fashion the 3A State Championship, defeating Aynor High School 9-8 in Game 3 of the State Finals on May 25th at White Knoll High School in Lexington; and

Whereas the Bears displayed growth and perseverance throughout this history-making season, and thanks to their work ethic, grit, determination, and grace under pressure, they brought home several titles in which the entire community can now take pride;

Now, therefore, be it resolved, in a meeting duly assembled this sixteenth day of July 2024, that the Anderson County Council congratulates the Belton-Honea Path High School Girls Softball Team on their first-ever State Championship. Go Bears!



FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

John B. Wright, Jr.
District One

Glenn Davis
District Two

Greg Elgin
District Three

Brett Sanders, Vice-Chairman
District Four

Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
JUNE 18, 2024

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS

1 TOMMY DUNN: At this time
2 we're going to get started. At this time I call to
3 order the special presentation meeting of June 18,
4 2024. I'd like to welcome each and every one of y'all
5 here tonight, and thank y'all for coming out.

6 Starting off first will be Resolution/Proclamation
7 2(a), 2024-035. Ms. Wilson. Ms. Wilson.

8 CINDY WILSON: Thank you, Mr.
9 Chairman. This is a Resolution acknowledging and
10 recognizing Sitara Veerabagu's Girl Scout Gold Award;
11 and other matters related thereto.

12 Whereas the Girl Scouts of America is a vital
13 organization for girls who are growing up, enabling
14 them to develop leadership and organizational skills
15 while also developing a sense of the community; and

16 Whereas Sitara Veerabagu has not only proven
17 herself to be an outstanding member of her local Girl
18 Scouts Troop 1127 but has also attained the most
19 prestigious and highest honor bestowed on a Girl Scout:
20 The Girl Scout Gold Award, a distinction that will
21 follow her throughout life and will be an inspiration
22 to others of the leadership quality and commitment this
23 young lady has shown; and

24 Whereas girls who earn the Girl Scouts Gold
25 Award—"Going for the Gold"—have spent a minimum of 80
26 hours putting their skills into action creating a
27 community project that will inspire others to serve the
28 community with seven steps to enable the Scout to
29 create a project that will make an impact on her
30 community: Organize, Lead, Network, Explore, Create,
31 Act and Reflect; and

32 Whereas Sitara invested her passion for horseback
33 riding to share the benefits of Healing Through Horses
34 with all populations who carry anxiety in their lives
35 via various media, talks, presentations, and a website,
36 going on to work with the Special Olympics under the
37 guidance of Lisa Hartman, Director of SHARE Therapeutic
38 Program, by volunteering, fund-raising, and completing
39 training as a Certified Special Olympics Equine Coach
40 at Lander University between November 2023 and January
41 2024, culminating in a special pinning ceremony and
42 reception held on May 5, 2024 at Presbyterian College
43 to recognize her efforts;

44 Now, therefore, be it resolved, in a meeting duly
45 assembled this eighteenth day of June 2024, that the
46 Anderson County Council recognizes Sitara Veerabagu as
47 worthy of this highest honor, congratulates her on
48 her outstanding achievement, and encourages her to
49 continue her commitment to excellence in working with
50 the Special Olympics populations of Anderson County and

1 beyond.

2 May I put that in the form of a motion, please?

3 TOMMY DUNN: We have a

4 motion. Need a second.

5 JOHN WRIGHT: Second.

6 TOMMY DUNN: Second by

7 Councilman Wright. Any discussion? Hearing none, all
8 in favor of the motion show of hands. All opposed like
9 sign. Show the motion carries unanimously.

10 Ms. Wilson.

11 CINDY WILSON: Is this young
12 lady and her family and Ms. Hartman in the building?

13 **PRESENTATION OF RESOLUTION**

14 **APPLAUSE**

15 TOMMY DUNN: Moving on now
16 to item number 2(b), Resolution 2024-036. Ms. Wilson.

17 CINDY WILSON: Thank you, Mr.
18 Chairman.

19 This is a Resolution honoring and recognizing the
20 success of the local 2024 Special Olympics Equestrian
21 Team members in the State Equestrian Show for South
22 Carolina; and other matters related thereto.

23 Whereas on May 18th and 19th the 2024 Special
24 Olympics Equestrian Team led by Lisa Hartman, Director
25 of SHARE Therapeutic Riding Program, competed in
26 the Special Olympics State Equestrian Show for South
27 Carolina at Lander University Equestrian Center in
28 Greenwood; and

29 Whereas the SHARE Therapeutic Riding Program in
30 Anderson is a therapeutic and recreational horseback
31 riding organization for children and adults with
32 special needs; and

33 Whereas training for eight weeks for the state show
34 were Morgan Bates, who won first place in Barrels and
35 in the Poles, as well as third place in the
36 trails competition, also winning belt buckles in both
37 barrels and poles for the fastest time in her division;
38 Nick Kendrick, who won third place in Barrels and third
39 place in the Poles, as well as second place in the
40 trails in his division; and Pasha Spainhour, also a
41 full member of the equestrian team, who practiced and
42 prepared for eight weeks to compete but unfortunately
43 was unable to attend the show;

44 Now, therefore, be it resolved, in a meeting duly
45 assembled this eighteenth day of June 2024, that the
46 Anderson County Council congratulates all involved for
47 great success achieving statewide recognition and
48 expresses gratitude for representing Anderson County so
49 well.

50 May I put that in the form of a motion?

1 TOMMY DUNN: Yes, ma'am. Do
2 we have a second?

3 GREG ELGIN:

Second.

4 TOMMY DUNN:

Second by

5 Councilman Elgin. Any discussion? Seeing and hearing
6 none, all in favor of the motion show of hands. All
7 opposed like sign. Show the motion carries
8 unanimously.

9 CINDY WILSON:

If we could

10 have all the participants down front.

11 **PRESENTATION OF RESOLUTION**

12 **APPLAUSE**

13 TOMMY DUNN:

That will

14 conclude this part of our Council meeting. We're going
15 to adjourn now, and we'll reconvene here at 6:30 to
16 start our regular Council meeting.

17

18 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:10 P.M.)**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
JUNE 18, 2024

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS

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

6 First thing, Mr. Glenn Davis will not be here
 7 tonight. He's had a death in his family. And Mr.
 8 Jimmy Davis is out of town. So that leaves us five
 9 here to have all the fun.

10 At this time I'm going to ask Councilman John
 11 Wright if he would lead us in the invocation.

12 JOHN WRIGHT: Thank you, Mr.
 13 Chairman. Before we do I would ask that we take a
 14 moment of silence to remember Councilman Glenn Davis's
 15 sister Willie Jenkins who passed away. So if you
 16 would, bow your heads and offer up a moment of silence,
 17 please.

18 **MOMENT OF SILENCE**

19 JOHN WRIGHT: Thank you. Let
 20 us pray.

21 **INVOCATION AND PLEDGE OF ALLEGIANCE BY JOHN WRIGHT**

22 TOMMY DUNN: At this time
 23 are there any corrections to be made to the June 4th,
 24 2024 County Council minutes?

25 CINDY WILSON: May I?

26 TOMMY DUNN: Ms. Wilson.

27 CINDY WILSON: Thank you, Mr.
 28 Chairman. On page 10, line 10, I believe the name of
 29 the voting system that we had previously was iVotronic
 30 rather than AVAtronic. So that would be the only
 31 thing that I noted.

32 TOMMY DUNN: Do you make the
 33 motion to accept the minutes with those changes?

34 CINDY WILSON: So moved.

35 TOMMY DUNN: Ms. Wilson

36 makes a motion to accept the minutes with that
 37 correction in it. Do we have a second.

38 BRETT SANDERS: Second.

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

43 We're going to move on now to item number 4,
 44 citizens' comments. You have three minutes. Please,
 45 when attorney Mr. Harmon called your name, please, for
 46 the record, when you step forward, address the chair
 47 and state your name and district for the record. And
 48 keep items -- this first go-around on agenda items
 49 only. Mr. Harmon.

50 LEON HARMON: Mr. Chairman,

1 first speaker is Nikki Pritchard.

2 NIKKI PRITCHARD: My name is
3 Nikki Pritchard. I'm from District 6. I am here
4 regarding the property on Three and Twenty Road. My
5 address is 850 Three and Twenty Road, directly across
6 the street from the property that is requesting to be
7 rezoned to R-20.

8 My main concern is that that road is already not
9 safe. Many of us have to cross the street just to get
10 our mail. People fly down that road. My mailbox has
11 been hit four times just in 2023 alone, to where it had
12 to be completely replaced. But what if next time -- if
13 you add an extra 100 plus cars, I mean, that increases
14 the chance of us getting hit. Or my daughter has to
15 cross the street from getting off the bus. Three and
16 Twenty is just not safe and it can't handle another
17 subdivision with 100 plus more cars. That's it.

18 LEON HARMON: Mr. Chairman,
19 next speaker is Jimmy Knight.

20 JIMMY KNIGHT: Thank you, Mr.
21 Chairman, Council members. My name is Jimmy Knight. I
22 own property at 475 Hendricks Road. I'm here for the
23 same reason Nikki is, for the rezoning request for the
24 R-20. I have 11 acres that back up next to that
25 property. All the area around there is already R-A.
26 It was R-A for a reason. All of us that have bought
27 property there, bought it for that reason, because it's
28 rural and for the wildlife and nature. This
29 subdivision would be put right in the middle of a ton
30 of acres of R-A.

31 The property slopes from the top of their property
32 down to mine where I'm building a pond. There is a
33 spring there; it's probably been there for a hundred
34 years or more. I'm concerned about silt getting in my
35 pond and how they're going to control water runoff.

36 And also, the traffic on Three and Twenty, as Nikki
37 mentioned, this subdivision is in a curve and people
38 have figured out that is a cut-through to Easley, and
39 it needs to be addressed at another time.

40 But I would request that you deny this request as
41 the Planning Commission did also in their meeting last
42 week. And I would appreciate if you would do so.
43 Thank you.

44 LEON HARMON: Next speaker is
45 Marti Fowler.

46 MARTI FOWLER: Mr. Chairman,
47 Council members, I'm Marti Fowler. I'm here to address
48 the closure of J.R. Ashley Road, or a portion of it.

49 My family has property, has a farm of Hubert
50 Saylor's Road. And although we don't live there right

1 now, we use that route back and forth to the farm,
2 especially during when the cows are calving, cutting
3 hay, things like that. And my husband, myself, my son-
4 in-law, my grandson, that's our route from Trail Road
5 to Hubert Saylor's Road, all the time.

6 It's been brought to my attention by a few of the
7 community members that they feel like it would be a
8 hazard if the road was closed. With GPS the way it is,
9 sometimes it's easy to make a wrong turn. It's a
10 farming community. There are a lot of trucks pulling
11 trailers with hay and tractors, farm equipment,
12 delivery trucks. If J.R. Ashley is closed and they
13 make a wrong turn on Murdock Road, right now they can
14 circle right around and come out on 201, which is a
15 very busy highway. If that road is closed, and they
16 have to back out, it could be very dangerous for
17 whoever has to do that. So I would hope you would take
18 that into consideration.

19 There's several members on the other end of J.R.
20 Ashley Road who weren't able to come tonight. They
21 asked me to point out to you that they -- their whole
22 family uses that road and they also use it in the
23 evenings to ride their children and their grandchildren
24 on the golfcart. They can't get out on the busy
25 highway. And that's one of the reason they would like
26 to keep it open. But I would like for you to take all
27 of that into consideration and see if we can keep that
28 road open. Thank you.

29 TOMMY DUNN:

Thank you.

30 Mr. Harmon.

31 LEON HARMON:

Mr. Chairman,

32 next speaker is Rachel Benki (phonics).

33 RACHEL BENKI:

Good evening,

34 Council members. I would like to address 2410 Highway
35 81. I'm in District 5. I live at 144 Laurel Oak Drive
36 near Crestview and Midway Road.

37 I am concerned on the numerous issues that
38 potentially could ruin the future of the community
39 growing. My concerns are, are the school going to be
40 able to handle the growth since they already are
41 reaching capacity from what I've already been told by
42 District School Council members. Are the traffic going
43 to be able to be handled correctly in the manner since
44 there's lot of people that speed in the area, along
45 with the roads? Crestview is constantly crumbling from
46 all the traffic and trucks going up and down the road.
47 And the issue of the high schoolers and the round-
48 abouts being put in place are not safe for future
49 children that'll be transferring to Midway to and from
50 school. I have found many issues with the roundabouts

1 going to that meeting directly.

2 Will the city be able to handle the influx of power
3 needed for the communities if this land is developed
4 into more community homes, as well?

5 I have found that there has been power outages in
6 my new current home, living where we are in a
7 developmental ranges area that is being currently done.

8 My question for the board is, instead of making it
9 more mobile homes and more community single-family
10 homes, why hasn't the city, possibly city, considered
11 making another public park for the community or a
12 public pool or even possibly another fire station so
13 that the emergency service can be reaching the
14 community better. Thank you.

15 TOMMY DUNN:

Thank you.

16 Mr. Harmon.

17 LEON HARMON:

Next speaker is

18 Rich Yeargin.

19 RICH YEARGIN:

Just wanted to

20 provide some positive news and updates on the ---

21 TOMMY DUNN:

Give me just a

22 minute. Mr. Burns, fix his mic where he ain't got to
23 bend over and be uncomfortable there. Thank you.

24 RICH YEARGIN:

Just wanted to

25 provide some solid good news in regards to the summer
26 camp that's taking place at the Anderson County Library
27 and Power Teen powered by sponsorship and partnership
28 with Empower to Win, along with all the other partners
29 that I listed and named the last time.

30 You know, we're looking to turn this into an actual
31 full-on after school program starting in the fall. So
32 just wanted to ask for support in anyway possible from
33 you all as we move forward with these endeavors. So
34 thank you.

35 TOMMY DUNN:

Thank you. And

36 appreciate you.

37 LEON HARMON:

Next speaker is

38 Kelly Simmons.

39 KELLY SIMMONS:

Good evening,

40 Chairman and Council. My name is Kelly Simmons, III,
41 and I'm delighted to support Mr. Richard Yeargin just
42 giving you some updates and highlights. But Anderson
43 is home for me, born and raised, District 5. Of
44 course, that's the area where I'm from. Son of a
45 pastor. And my wife and I own Empower to Win. My wife
46 is with me, as well.

47 And what we do is we provide youth development
48 across the state of South Carolina working with at-risk
49 teens between the ages of 13 and 21. And again, we're
50 just doing some positive things to try to continue to

1 keep our students prepared for life. But most
 2 importantly, post secondary, when they graduate high
 3 school that they have options. And it's not just so
 4 much I graduated, I'm a first generation college
 5 graduate. And we want to provide opportunities for our
 6 students. Everybody may not going four year.
 7 Everybody may not go two year. Of course, I'm a
 8 veteran. And so served in the U.S. Army. And so,
 9 again, we want to make sure that our children have
 10 options once they complete school.

11 But we're here to support Mr. Yeargin and all the
 12 great things that's going on. And actually next week
 13 we have our Power To Win Leadership Summit. Just
 14 again, whatever we can do to promote change here and
 15 positive change in our community, that's what we want
 16 to do. So, again, appreciate you all, and just looking
 17 for your support.

18 TOMMY DUNN: Thank you.

19 Appreciate you. Mr. Harmon.

20 LEON HARMON: Next speaker is
 21 John Adams.

22 JOHN ADAMS: Good afternoon,
 23 Chairman and committee. My name is John Adams. I'm in
 24 District 6. I recently moved back home to the Pickens
 25 area after being gone for over 40 years. I had the
 26 option to move into Pickens County or Anderson County.
 27 I selected Anderson County mainly because of the ---

28 TOMMY DUNN: You chose
 29 right.

30 JOHN ADAMS: --- mainly
 31 because of the requirement to have one acre in the
 32 agricultural area. So I'm speaking on behalf of item
 33 2024-25. And I oppose the rezoning of that area.
 34 Right now the developer wants to put about 62 lots in
 35 there. That's going to mean there will be about
 36 another 185 vehicles on the road in that little area
 37 just coming out of that subdivision alone. And one of
 38 the problems we have right now is when you get down
 39 from Three and Twenty to Highway 8 trying to get on
 40 Highway 8 turning left or right, there's so much
 41 traffic right there right now, a lot of people cut
 42 through and they go to the red light where it's East
 43 Church Road and St. Paul Road. Of course, it's only a
 44 red light and green light; there's arrow, and you
 45 really can't see over that hill. I myself almost got
 46 in an accident there. A lot of people cut through and
 47 they use Hamlin Road. I shouldn't say a lot of people.
 48 Of course, they don't use Hamlin a lot -- that much
 49 because Hamlin Road is full of potholes, which if it
 50 was paved it would probably cut down some of the

1 congestion in the other areas.

2 But because of the, again, 185 plus vehicles that's
3 going to be coming out of that subdivision, I oppose
4 this rezoning.

5 TOMMY DUNN: Thank you.

6 Yes, sir. Mr. Harmon.

7 LEON HARMON: No one else is
8 signed up, Mr. Chairman.

9 TOMMY DUNN: Thank you, Mr.
10 Harmon.

11 We're going to move on to item number 5(a), third
12 reading, 2024-018, Ordinance to approve an updated
13 template lease agreement for Incubator/Soft Landing
14 Economic Development projects at Anderson County's
15 facility at 1428 Pearman Dairy Road; and other matters
16 related thereto.

17 This will be the old Ryobi plant on 28 Bypass. Mr.
18 Harmon or Mr. Burns, do y'all just want to give a
19 little -- before we go into public hearing, just give a
20 little bit of thing. Just a boilerplate thing to give
21 people a -- we've had people coming in there wanting
22 ---

23 RUSTY BURNS: Mr. Chairman,
24 this is basically provided for new businesses to start
25 and if a company is moving in, it allows a soft landing
26 place for them to get a jump on training and education.
27 And I'm happy to report, on June the 28th, we're going
28 to, in essence, give birth to a new company that was
29 formed in the incubator and now they're moving out on
30 their own and they're going to start off with their
31 employees and it's going to be a wonderful thing. And
32 it's all home-grown, just because of that business
33 incubator.

34 TOMMY DUNN: This certain
35 thing, though, is just to try to give the lease
36 agreement -- bring it up to date that Mr. Thayer has
37 been working on; right?

38 RUSTY BURNS: Yes, sir.

39 TOMMY DUNN: Okay. Thank
40 you. We'll go into public hearing. Anyone wishing to
41 speak to this matter, please step forward, state your
42 name and district, address the chair, and you've got
43 three minutes. Anyone at all? Public hearing on this
44 matter.

45 Hearing and seeing none, the public hearing will be
46 closed. Do we have a motion to move this forward?

47 BRETT SANDERS: So moved.

48 CINDY WILSON: So moved.

49 TOMMY DUNN: Motion by

50 Councilman Sanders; second Ms. Wilson. Any discussion?

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

3 We're going to move on to item number (b),
4 2024-019, an Ordinance to approve a business template
5 lease agreement for economic development projects at
6 Anderson County's facility at 1428 Pearman Dairy Road;
7 and other matters related thereto.

8 Mr. Burns. Light's on you again.

9 RUSTY BURNS: Mr. Chairman,
10 this is more of the same.

11 TOMMY DUNN: Yep. This is
12 just a little bit different. Same thing, but it's
13 going to be an economic development thing, but an
14 incubator; right?

15 RUSTY BURNS: Yes, sir.

16 TOMMY DUNN: Anybody got
17 anything on this? Be a public hearing. Anyone wishing
18 to speak to this matter, please step forward, address
19 the chair. And you have three minutes. Anyone at all?
20 Anyone at all, on this matter? Seeing and hearing
21 none, the public hearing will be closed. Do we have a
22 motion to move this forward?

23 JOHN WRIGHT: So moved.

24 CINDY WILSON: Second.

25 TOMMY DUNN: Motion

26 Councilman Wright; second Ms. Wilson. Any discussion?
27 All in favor of the motion show of hands. All opposed
28 like sign. Show the motion carries unanimously.

29 We're going to move on to item number 2024-020,
30 item (c), an Ordinance to approve an Intergovernmental
31 Agreement between the Anderson County Sheriff's
32 Department and the City of Belton for the provision of
33 law enforcement services within the City of Belton; and
34 other matters related thereto.

35 Before we go into the public hearing, I want to
36 welcome Councilman Stevenson here, I believe,
37 Administrator Mr. Sims, the Mayor and the Finance
38 Director. Appreciate having y'all out here.

39 This will be a public hearing. Anyone wishing to
40 speak to this matter, please step forward, state your
41 name and district for the record and address the chair,
42 please. Anyone at all. Seeing and hearing none, the
43 public hearing will be closed. Do we have a motion to
44 move this forward?

45 BRETT SANDERS: So moved.

46 CINDY WILSON: Second.

47 TOMMY DUNN: Councilman Mr.

48 Elgin makes the motion; Councilman Sanders seconds it.

49 Any discussion?

50 GREG ELGIN: Mr. Chairman?

1 TOMMY DUNN: Councilman
2 Elgin.
3 GREG ELGIN: Thank you, sir.
4 Just want to say thank everybody for going with this.
5 I'm glad we're finally getting the third reading, so
6 hopefully we can start moving forward. Again, thank
7 the city of Belton officials for being here today. So
8 thank y'all.
9 TOMMY DUNN: Anyone else?
10 Also I want to thank y'all. Appreciate y'all
11 coming out. I know it'll work out good, because
12 everybody wants it to work. If you have any trouble,
13 get on Mr. Burns.
14 All in favor of the motion show of hands. All
15 opposed like sign. Show the motion carries
16 unanimously.
17 Thank y'all.
18 Moving on to item number 6, second reading, 6(a),
19 2024-021, an Ordinance authorizing the execution and
20 delivery of a fee in lieu of tax agreement by and
21 between Anderson County, South Carolina and [Project
22 Palmetto II], with respect to certain economic
23 development property in the county, whereby such
24 property will be subject to certain payments in lieu of
25 taxes, including the provision of certain special
26 source credits; and other matters related thereto.
27 Project Palmetto II. Mr. Nelson.
28 BURRISS NELSON: Thank you, Mr.
29 Chairman, members of Council. Of course, this is a
30 project that is in partnership with the city of Belton.
31 Adjacent to a former Milliken site where they've lost
32 200 jobs there. Also adjacent to the Hydro Aluminum
33 facility where they lost 300 jobs just in the last
34 several years. The city of Belton has probably been
35 impacted more by the loss of textile jobs than -- per
36 capita than any other place in the state of South
37 Carolina.
38 This brings 25 new jobs with salaries of \$28.90 an
39 hour. Capital investment of \$16 million. New annual
40 payroll \$1.3 million. This comes to Council from our
41 office and I appreciate your consideration, sir.
42 TOMMY DUNN: Do we have a
43 motion to move this forward?
44 GREG ELGIN: So moved.
45 CINDY WILSON: Second.
46 TOMMY DUNN: Councilman
47 Elgin makes the motion; Ms. Wilson seconds. Any
48 discussion? Councilman Elgin.
49 GREG ELGIN: Mr. Nelson,
50 again, appreciate your help on this. And again, I know

1 the city of Belton is here backing that. So we
2 appreciate your office's help to get this done, too.

3 BURRISS NELSON: Certainly. But
4 the city of Belton was a big player in helping put all
5 this together.

6 TOMMY DUNN: I want to say
7 appreciate everybody working together and getting this
8 done. It's good Belton; it's good for Anderson County
9 as a whole. We appreciate working together.

10 Ms. Wilson.

11 CINDY WILSON: When you have
12 the ribbon cutting, let us know. We'll all be there
13 celebrating with y'all.

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

17 Moving on to item number (b), 6(b), 2024-022, an
18 Ordinance to amend an agreement for the development of
19 a joint county industrial and business park (2010 Park)
20 of Anderson and Greenville Counties so as to enlarge
21 the park to include certain property; and other matters
22 related thereto. This will be Project Palmetto II.

23 Mr. Nelson, you got anything you want to add to
24 this?

25 BURRISS NELSON: No, sir, this
26 is just the part with the ordinance and allows them to
27 get incentives from the state, as well as through the
28 incentive portion of the county -- from the county.

29 TOMMY DUNN: Greenville does
30 this back and forth. We help them; they help us.
31 Do we have a motion to move this forward?

32 GREG ELGIN: So moved.
33 CINDY WILSON: Second.
34 TOMMY DUNN: Motion
35 Councilman Elgin; second Ms. Wilson. Any discussion?

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

39 Moving on to item number (c), 6(c), 2024-023, an
40 Ordinance to lease real property from Mt. Zion
41 Presbyterian Church; and other matters related
42 thereto. Do we have a motion to put this on the floor?

43 BRETT SANDERS: So moved.
44 CINDY WILSON: Second.
45 TOMMY DUNN: Motion Mr.
46 Sanders; second Ms. Wilson. Open the floor up for
47 discussion. Mr. Sanders, Councilman Sanders.

48 BRETT SANDERS: I'd just like
49 to -- I know the church, Mt. Zion, really appreciates
50 it. I want to thank Mr. Burns and young Jordan Thayer

1 over here for helping assist. It will allow the county
 2 to seek grant money to help improve the park, a park
 3 that my family, along with many other people use. So
 4 thank you very much.

5 TOMMY DUNN: Thank you.

6 Mr. Jordan, you got -- Mr. Thayer, you got
 7 anything? You good? Thank you. No more discussion.

8 All in favor of the motion show of hands. All
 9 opposed like sign. Show the motion carries
 10 unanimously.

11 Moving on to item number 7(a), Ordinance first
 12 reading, 2024-024, an Ordinance to amend Ordinance
 13 #99-004, the Anderson County Zoning Ordinance, as
 14 adopted July 20, 1999, by amending the Anderson County
 15 Official Zoning Map to rezone 18.38 +/- acres from
 16 Highway Commercial District (C-2) to Highway Commercial
 17 District (C-2) and Multifamily Residential (R-M) on a
 18 parcel of land, identified as address 2410 Highway 81
 19 N, Anderson, SC. The parcel is further identified as
 20 TMS #147-09-03-001, also 147-19-002, and also
 21 147-09-03-003. Do we have a motion to put this on the
 22 floor?

23 JOHN WRIGHT: So moved.

24 BRETT SANDERS: Second.

25 TOMMY DUNN: Motion Mr.

26 Wright; and second by Councilman Sanders. Any
 27 discussion?

28 CINDY WILSON: May I?

29 TOMMY DUNN: Ms. Wilson.

30 CINDY WILSON: How many

31 dwellings are they planning to put on this tract?

32 TOMMY DUNN: I haven't seen

33 that, Ms. Wilson, myself. Does Ms. Hunter know?

34 ALESIA HUNTER: On the
 35 drawing, Ms. Wilson, there, it's showing about 90
 36 units. But that may vary depending on sewer.

37 CINDY WILSON: And how much
 38 land drops off real steep and how much is in stream or
 39 riparian buffer?

40 ALESIA HUNTER: We haven't
 41 gotten to the design yet, Ms. Wilson. It's got to be
 42 rezoned first, and then it'll have to go back to the
 43 Planning Commission for their consideration for all
 44 that. So we'll be reviewing all of that design at that
 45 point, if it's approved.

46 CINDY WILSON: If it's rezoned
 47 and it comes back with some of the land not being
 48 usable for construction, then do they have to cut down
 49 on the number of units?

50 ALESIA HUNTER: Well, just by

1 default, the units will decrease, depending upon the
2 availability of the sewer and the utility layout. All
3 that.

4 CINDY WILSON: I'm sorry. Do
5 what?

6 ALESIA HUNTER: I said, just by
7 default, if there's a problem with the sewer, the
8 number of lots -- number of units will be decreased.

9 TOMMY DUNN: Anyone else?
10 All in favor of the motion show of hands. All
11 opposed like sign. Show the motion carries
12 unanimously.

13 Moving on, item number 7(b), 2024-025, an Ordinance
14 to amend Ordinance #99-004, the Anderson County Zoning
15 Ordinance, as adopted July 20, 1999, by amending the
16 Anderson County Official Zoning Map to rezone 38.87 +/-
17 acres from Residential Agricultural (R-A) to
18 Single-Family Residential District (R-20) on a parcel
19 of land, identified as address in the Three and Twenty
20 Road. The parcel is further identified as TMS
21 #164-00-02-041, and so on and so forth. I ain't
22 reading all of them out. There's about ten of them. I
23 think I'll keep them to myself.

24 Do we have a motion?

25 BRETT SANDERS: Motion, sir.

26 TOMMY DUNN: Motion for
27 what? Deny or ---

28 BRETT SANDERS: I make the
29 motion so we can discuss it, but my motion is to leave
30 that property as agricultural for the people here and
31 also I think the Planning Commission made the right
32 choice in doing so. I make the motion to deny, sir.

33 CINDY WILSON: Second.

34 TOMMY DUNN: Have a motion
35 Mr. Sanders and second by Ms. Wilson. Any further
36 discussion?

37 I just want to say Councilman Davis from that
38 District couldn't be here, but he fully supports
39 denying this, too. Anymore discussion?

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

43 Moving on to item number 7(c), 2024-026, a Master
44 Bond Ordinance of Anderson County, South Carolina
45 providing for the issuance and sale of sewer system
46 revenue bonds; and other matters relating thereto.

47 Mr. Burns.

48 RUSTY BURNS: Mr. Chairman,
49 this is part of our process to upgrade the 50-year-old
50 sewer treatment plant in association with town of

1 Pendleton, the city of Clemson, and this will allow us
2 to proceed further.

3 TOMMY DUNN: Okay. Do we
4 have a motion to move this forward?

5 CINDY WILSON: So moved.
6 TOMMY DUNN: Motion Ms.
7 Wilson. Do we have a second? Second Councilman Elgin.
8 Any discussion?

9 All in favor of the motion show of hands. All
10 opposed like sign. Show the motion carries
11 unanimously.

12 Moving on to item number 7(d), 2024-027, a Series
13 Ordinance ---

14 RUSTY BURNS: Mr. Chairman,
15 this is also part of this. This will provide for a
16 Project Manager group and it will also provide for an
17 inter-governmental agreement on how to manage the
18 plant.

19 TOMMY DUNN: Do we have a
20 motion to move this forward?

21 BRETT SANDERS: So moved.
22 TOMMY DUNN: Motion
23 Councilman Sanders; second Ms. Wilson. Any further
24 discussion?

25 CINDY WILSON: May I real
26 quickly?

27 TOMMY DUNN: Ms. Wilson.
28 CINDY WILSON: There is a typo
29 on the cover sheet. Improvements was misspelled.

30 RUSTY BURNS: So noted. We
31 will make that correction.

32 CINDY WILSON: It's not
33 anything major, but anyway, thank you.

34 TOMMY DUNN: Thank you.
35 Anything else? All in favor of the motion show of
36 hands. All opposed like sign. Show the motion carries
37 unanimously.

38 Moving on to number 8(a), Resolution 2024-026, a
39 Resolution expressing intent to cease county
40 maintenance on and to authorize county consent
41 to judicial abandonment and closure of a portion of J R
42 Ashley Rd. designated as C-17-56; and other matters
43 related thereto. District 3. Do we have a motion?
44 Councilman Elgin?

45 GREG ELGIN: I make a motion
46 to deny abandonment of this roadway.

47 CINDY WILSON: Second.
48 TOMMY DUNN: Have a motion
49 by Councilman Elgin; it's in his district, motion to
50 deny the judicial abandonment. Ms. Wilson seconds.

1 Any discussion?

2 GREG ELGIN: Mr. Chairman.

3 TOMMY DUNN: Mr. Elgin.

4 GREG ELGIN: I've had many

5 of my constituents call. Of course we had a couple

6 show up to speak tonight. I think 24 names on this

7 list and I probably spoke with most of them. And I'm

8 just doing what the community wants to do. If they

9 want it left open, then I'm for not abandoning it.

10 Thank you.

11 TOMMY DUNN: Yes, sir.

12 Anyone else?

13 All in favor of Mr. Elgin's motion show of hands.

14 All opposed like sign. Show the motion carries

15 unanimously.

16 Moving on to 8(b), 2024-027, a Resolution

17 expressing intent to cease county maintenance on and to

18 authorize county consent to judicial abandonment and

19 closure of a portion of Bridges Dr. designated as

20 C-1-38; and other matters related thereto. This is

21 District 6.

22 Mr. Hogan, you got anything you want to add to this

23 right here? Did Mr. Davis -- does anybody know what

24 Mr. Davis ... You had any opposition on this? Okay.

25 Thank you.

26 BRETT SANDERS: Mr. Chairman.

27 TOMMY DUNN: Yes, sir.

28 BRETT SANDERS: I know Mr.

29 Davis is dealing with a death in the family. Can I

30 make a motion to put this ---

31 TOMMY DUNN: This is Jimmy

32 Davis.

33 BRETT SANDERS: Oh. Can I make

34 a motion to put it off until he ---

35 TOMMY DUNN: Would that

36 cause any problem to put it off until he comes back?

37 BRETT SANDERS: I make the

38 motion we table.

39 TOMMY DUNN: Do I have a

40 second?

41 CINDY WILSON: I'll second.

42 JOHN WRIGHT: Second.

43 TOMMY DUNN: Second by

44 Councilman Wright. All in favor of the motion show of

45 hands. All opposed like sign. Show the motion carries

46 unanimously.

47 Moving on to item number 8(c), 2024-037, a

48 Resolution committing to negotiate a fee in lieu of ad

49 valorem taxes and special source revenue credit

50 agreement between Anderson County, South Carolina and

1 Project Winter with respect to an industrial project in
 2 the county whereby the project would be subject to
 3 payment of certain fees in lieu of taxes; identifying
 4 the project; and providing for related matters.
 5 Project Winter. Mr. Nelson.

6 BURRISS NELSON: Thank you, Mr.
 7 Chairman, members of Council. Project Winter is
 8 scheduled to invest \$7.5 million, create 16 jobs, with
 9 an average pay of \$34.95 an hour, bringing a new
 10 payroll of \$1.1 million to a Council district that is
 11 in sorely need of jobs. It has the lower unemployment
 12 -- has the highest unemployment rate and lowest average
 13 household income in the county. It brings a great
 14 opportunity to not only the county but to this Council
 15 District, as well.

16 This is a company that will have contracts with
 17 local and other companies that have metal recycling
 18 needs and they will -- it won't be like a regular
 19 junkyard where they'll accept cars or air conditioning
 20 units or beer cans. You have to have a contract. So
 21 it will not accept walk-up business in any way. Thank
 22 you, Mr. Chairman.

23 TOMMY DUNN: Thank you, Mr.
 24 Nelson. Do we have a motion to move this forward?

25 CINDY WILSON: So moved.

26 BRETT SANDERS: So moved.

27 TOMMY DUNN: Motion Mr.

28 Sanders; second Ms. Wilson. Any discussion?

29 CINDY WILSON: May I?

30 TOMMY DUNN: Ms. Wilson.

31 CINDY WILSON: I've requested

32 of Mr. Nelson that in our recycling program here in the
 33 county we have a lot of scrap metal, if we could have a
 34 conversation with them to see if that might be a
 35 possibility with Mr. Greg Smith, head of Solid Waste.
 36 What do you think, Mr. Burns?

37 RUSTY BURNS: I think it's an
 38 excellent idea.

39 BRETT SANDERS: And it's coming
 40 up for bid soon, too.

41 BURRISS NELSON: Thank you,

42 Councilmen.

43 CINDY WILSON: Thank you.

44 TOMMY DUNN: Anymore

45 discussion? All in favor of the motion show of hands.

46 All opposed like sign. Show the motion carries

47 unanimously.

48 We're going to move on to item number 9(a), vehicle
 49 donation to the Williamston Police Department. It's a
 50 2012 Ford F-250. Do we have a motion?

1 BRETT SANDERS: So moved.
2 CINDY WILSON: So moved.
3 TOMMY DUNN: Motion Mr.
4 Sanders; second Ms. Wilson. Any discussion? All in
5 favor of the motion show of hands. All opposed like
6 sign. Show the motion carries unanimously.
7 Going to move to item number 10, request by Council
8 members. Mr. Sanders.
9 BRETT SANDERS: Thank you, Mr.
10 Chairman. I would like, out of my special
11 appropriations, to donate the sum of \$1,000 to the
12 Youth Cricket Camp or Celebrate Special Families. I'd
13 also like to do the sum of \$1,000 to the Little League
14 World Services. And I apologize for not asking could I
15 combine them first, but I hope that's fine.
16 TOMMY DUNN: That's fine.
17 BRETT SANDERS: And I put that
18 in the form of a motion, sir.
19 CINDY WILSON: Second.
20 TOMMY DUNN: Motion Mr.
21 Sanders; second Ms. Wilson. Any discussion? All in
22 favor of the motion show of hands. All opposed like
23 sign. Show the motion carries unanimously.
24 Moving on to Councilman Elgin.
25 GREG ELGIN: Mr. Chairman,
26 just to say a little thing before we go into this. The
27 Iva Rec is putting on the Little League World Series in
28 July. I believe it starts July 5th. So that's what
29 his is for. But I'd like to appropriate out of my
30 special appropriations request, \$6,000 to Iva Rec.
31 CINDY WILSON: Second.
32 TOMMY DUNN: Have a motion
33 Mr. Elgin and second Ms. Wilson. Any discussion? All
34 in favor of the motion show of hands. All opposed like
35 sign. Show the motion carries unanimously.
36 Anything else?
37 GREG ELGIN: No, sir.
38 TOMMY DUNN: Moving on with
39 Councilman Wright.
40 JOHN WRIGHT: Thank you, Mr.
41 Chairman. I'd like to put these in the form of one
42 motion, as well. From the District 1 special rec
43 account, I'd like to appropriate \$1,000 to Celebrate
44 Special Families and \$1,000 to the Iva Rec for the
45 Little League World Series. And I put that in the form
46 of a motion.
47 CINDY WILSON: Second.
48 TOMMY DUNN: We have a
49 motion Mr. Wright; and second Ms. Wilson. Any
50 discussion? All in favor of the motion show of hands.

1 All opposed like sign. Show the motion carries
2 unanimously.
3 Ms. Wilson.
4 CINDY WILSON: Thank you, Mr.
5 Chairman. We have zeroed out for this funding cycle,
6 so we'll be making appropriations after the first
7 meeting in July. Thank you.
8 TOMMY DUNN: Appreciate you.
9 I think Celebrate Special Families got their money;
10 right, Mr. Sanders?
11 BRETT SANDERS: Yes, sir.
12 TOMMY DUNN: All right. I'd
13 like to appropriate \$2,000 for the Homeland Park Fire
14 Department for their Community Day they have on 4th of
15 July. Put that in the form of a motion.
16 BRETT SANDERS: Second.
17 CINDY WILSON: Second.
18 TOMMY DUNN: Second by
19 Councilman Elgin. Any discussion? All in favor of the
20 motion show of hands. All opposed like sign. Show the
21 motion carries unanimously.
22 Moving on now, we have item number 11, report from
23 the Finance Committee meeting held on June 17, 2024,
24 Chairman Sanders.
25 BRETT SANDERS: Thank you, Mr.
26 Chairman. Again, this meeting was held 6/17/24. The
27 bond we've already talked about, Mr. Burns has already
28 addressed, basically we had some transfers that's
29 coming up on number 12 in the administrator's report
30 that was in the packet. We went through those. Those
31 came as unanimous from the Finance Committee basically
32 because it exceeded the sum of \$10,000. Just some
33 quick things on it. It was some photo copy maintenance
34 for the Sheriff's Department. Software on our Central
35 Square system that Ms. Rita is talking about. We voted
36 to approve that and move it to our county budget. Ms.
37 Davis, do you want to say something?
38 RITA DAVIS: No, sir.
39 (Inaudible).
40 BRETT SANDERS: I was going
41 through and then we'd come back. I apologize. And
42 also, from the Finance Committee meeting, we had the
43 solid waste, some stuff we talked about there that
44 actually will be carried over into our budget. And our
45 next budget workshop will be discussed further. And
46 again, we discussed the bond and some sewer funding
47 changes that is also -- we decided to move over into
48 the budget and cover it all under that. We'll have one
49 more meeting and hopefully have the final budget ready
50 for the next Council meeting.

1 But back to what Ms. Davis was saying, we have a
2 transfer -- and Ms. Davis, these are the twelve that
3 kind of got me out of order, so I assume that if I just
4 say that they came once we get to them, and 12, Mr.
5 Chairman, under budget transfers, we'll just
6 automatically assume or do I need to go ahead and try
7 to pull them back out now?
8 TOMMY DUNN: If we've got to
9 vote on them -- if we need to vote on them, we just
10 need to vote on them one time unless somebody's got a
11 problem with it.
12 BRETT SANDERS: So what you see
13 in budget transfer, it moves down in 12 under
14 Administrator's report comes from the Finance
15 Department unanimous to support. And we will discuss
16 that as we move next. Thank you very much, sir.
17 TOMMY DUNN: Do we need to
18 vote on that?
19 BRETT SANDERS: It's coming up
20 in number 12.
21 TOMMY DUNN: No. We're
22 going to handle it now.
23 RITA DAVIS: The ones in 12,
24 per our budget ordinance, don't need to be voted on.
25 The ones ---
26 BRETT SANDERS: The transfer --
27 okay. Well, we have a transfer for the Sheriff's
28 Department for photo/copy maintenance to come from the
29 Finance Committee as a unanimous decision. I put that
30 in the form of a motion before Council.
31 TOMMY DUNN: We have a
32 motion. Coming from the Finance Committee, it doesn't
33 need a second. Any discussion?
34 BRETT SANDERS: And it's for
35 the sum of \$13,000, sir. I've got my notes here.
36 TOMMY DUNN: Any discussion?
37 Hearing none, All in favor of the motion show of hands.
38 All opposed like sign. Show the motion carries
39 unanimously.
40 Moving on, Mr. Chairman.
41 BRETT SANDERS: And I
42 apologize. Also we had the finance software consulting
43 to help integrate our Central Square system that we're
44 doing now that was a total sum, due to subscriptions,
45 management consulting, management consulting was the
46 total sum of \$12,800. It comes from the Finance
47 Committee to Council as unanimous support. And I put
48 that in the form of a motion also, sir.
49 TOMMY DUNN: We have a
50 motion. Coming from the Finance Committee, it doesn't

1 need a second. Any discussion? It is getting any
2 better? We're paying them. Getting any better?
3 FEMALE: (Inaudible.)
4 TOMMY DUNN: Well, we'll do
5 more than that if we have to. We want it working.
6 Okay.
7 BRETT SANDERS: We're going to
8 get it straightened out; right, Ms. Davis?
9 RITA DAVIS: Yes, sir. I
10 appreciate it.
11 BRETT SANDERS: Thank you.
12 TOMMY DUNN: Anybody got
13 anything else? All in favor of the motion show of
14 hands. All opposed like sign. Show the motion carries
15 unanimously.
16 Moving on, anything else?
17 BRETT SANDERS: That's it, sir.
18 Thank you.
19 TOMMY DUNN: Moving on to
20 Mr. Burns.
21 RUSTY BURNS: Nothing at this
22 time, Mr. Chairman.
23 TOMMY DUNN: Moving on to
24 item number 13, citizens' comments. When Mr. Harmon
25 calls your name, please step forward, address the
26 chair, please, state your name and district for the
27 record and you've got three minutes. Mr. Harmon.
28 LEON HARMON: Mr. Chairman,
29 no one is signed up to speak.
30 TOMMY DUNN: Moving on.
31 Now, remarks from Council members. Mr. Sanders.
32 BRETT SANDERS: Thank you, Mr.
33 Chairman. I would like -- I forgot to mention it to
34 Mr. Wright. We had a huge supporter of Anderson County
35 and always liked to stay anonymous that supported PAWS
36 and supported this county in staggering ways, passed
37 away. I just want to at least let him -- his family
38 know that I acknowledge his passing. But I think they
39 want to keep everything close to the chest. So that's
40 it, sir. Thank you.
41 TOMMY DUNN: Thank you.
42 Moving on, Councilman Elgin.
43 GREG ELGIN: Nothing, sir.
44 TOMMY DUNN: Thank you.
45 Councilman Wright.
46 JOHN WRIGHT: Just to echo
47 Mr. Sanders, I should have thought of that and ask for
48 a moment of silence. He was a great contributor of our
49 community. So thank you for mentioning that. That's
50 all I have. Thank you.

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL CALLED COUNTY COUNCIL MEETING
JUNE 20, 2024

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

ALSO PRESENT:
LEON HARMON
RENEE WATTS

1 TOMMY DUNN: ... to order.
2 I'd like to welcome everyone tonight. Thank y'all for
3 coming out. At this time I'll ask us all to rise for
4 the invocation and pledge of allegiance. Councilman
5 Elgin.

6 GREG ELGIN: Thank you,
7 sir.

8 If everybody would bow your heads.

9 **INVOCATION AND PLEDGE OF ALLEGIANCE BY GREG ELGIN**

10 TOMMY DUNN: We're going to
11 move on to item number 4(a). This will be Ordinance's
12 second reading. 2024-026, a Master Bond Ordinance of
13 Anderson County, South Carolina providing for the
14 issuance and sale of sewer system revenue bonds; and
15 other matters related thereto.

16 Before we go into a public hearing, Mr. Harmon.

17 LEON HARMON: Yes, sir, Mr.
18 Chairman.

19 TOMMY DUNN: Yes, sir.
20 Would you mind explaining this for folks out there and
21 everybody can make sure they understand what we're
22 voting on here tonight?

23 LEON HARMON: Yes, sir. The
24 Master Bond Ordinance is the first item. It sets forth
25 the terms or rules of the road for issuance of revenue
26 bonds for improvements to the county sewer system.
27 This would include covenants with future bond holders
28 to include, among other things, segregation of all
29 sewer system funds into separate accounts,
30 establishment of a debt service fund to be held by a
31 trustee to make the required payments on the bonds, and
32 position of sufficient sewer rates to cover the costs
33 of operation and maintenance and debt service on the
34 system, and for the county to maintain and insure the
35 system.

36 It will require -- this bond -- this Ordinance
37 requires all future bonds to be issued through a Series
38 Ordinance which must include the requirements set forth
39 in the Master Bond Ordinance.

40 And the next item on the agenda would be the first
41 of the Series Ordinances, which we'll address at that
42 time.

43 TOMMY DUNN: Thank you, Mr.
44 Harmon. We'll go into a public hearing at this time.
45 Anyone wanting to speak to this matter, 4(a), please
46 step forward, state your name and district and address
47 the chair, and you've got three minutes. Public
48 hearing.

49 JENNIFER WENDELL: My name is
50 Jennifer Wendell, and I'm here on behalf of my dad,

1 Robert Wendell. Basically I'm here to oppose this; all
2 of it. You guys have gone full speed ahead with all
3 this development, and you know, it's our interpretation
4 that every -- somebody is going to have to pay for this
5 and it's the residents of Anderson County. So I oppose
6 this.

7 However, we do agree with like a referendum to be
8 voted on, you know, in November where everybody can
9 vote on this issue. And that's where we're at.

10 TOMMY DUNN: Okay. Thank
11 you.

12 JENNIFER WENDELL: Thank you.

13 TOMMY DUNN: Next. Anyone
14 else? Anyone at all? Seeing and hearing none, the
15 public hearing will be closed.

16 Do we have a motion.

17 BRETT SANDERS: So moved.

18 TOMMY DUNN: Motion Mr.

19 Sanders; and second Ms. Wilson. Open the floor up for
20 discussion.

21 CINDY WILSON: May I?

22 Earlier today I had a contact from people thinking this
23 was a general obligation bond. And I called Ms. Rita
24 to make sure I hadn't misread. As the Sewer Department
25 is a sewer enterprise fund and its business account has
26 to be managed as business. And the only -- only the
27 revenues collected through the sewer fund can go to the
28 bond repayment; not the general obligation of the
29 county. So I wanted to make sure folks knew that.

30 TOMMY DUNN: Yes, ma'am.

31 Thank you for that.

32 CINDY WILSON: Thank you.

33 TOMMY DUNN: Anyone else?

34 GREG ELGIN: Mr. Chairman,

35 so basically just to sum that up, so basically if
36 you're using this sewer now or later on, you will be
37 making payments on this; not the general public. So
38 basically if you're not using this sewer, you're not
39 going to be -- you're not going to have to pay for it.

40 TOMMY DUNN: Anyone else?

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

44 Moving on to item number 4(b), 2024-027, a Series
45 Ordinance of Anderson County, South Carolina, providing
46 for the issuance and sale of sewer system revenue bonds
47 in the aggregate principal amount of not exceeding \$25
48 million; authorizing a project management agreement and
49 an intergovernmental agreement with the city of Clemson
50 and the town of Pendleton regarding improvements to

1 wastewater treatment facilities to be financed in part
2 with such bonds; and providing for other matters
3 related thereto.

4 Mr. Harmon, if you would.

5 LEON HARMON: Mr. Chairman,
6 members of Council, this Ordinance authorizes the first
7 Series bond issue. It is for and is limited to payment
8 of the county's share of the upgrade to the Pendleton
9 Wastewater Treatment Plant from the current capacity of
10 2 million gallons per day to 5 million gallons per day.

11 This upgrade project includes participation by the
12 town of Pendleton and the city of Clemson. The
13 county's share of the additional 3.0 million gallons
14 per day is 1.3 million gallons per day; Pendleton's
15 share is .7 million gallons per day; and Clemson's
16 share is 1 million gallons per day.

17 The county's bond issue is not to exceed 25
18 million, with a term not to exceed 30 years. And as
19 Ms. Wilson and Mr. Elgin stated, this is a revenue
20 bond. It is not a general obligation of the county.

21 This Ordinance also authorizes the execution and
22 delivery of two agreements necessary for the project.
23 The first one is a project management agreement. It
24 sets forth each party's share of the project. It
25 requires all bond proceeds to be held by a third party
26 trustee. It requires each party to sign off on each
27 invoice that gets paid. And it terminates once the
28 project is complete.

29 The other agreement is an intergovernmental
30 agreement. It's a more long term agreement. It's for
31 a term of 30 years. It governs the operation and
32 maintenance of the wastewater treatment plant. And it
33 sets forth the payment obligations for operation and
34 maintenance of the plant. Both agreements are exhibits
35 to the bond ordinance itself.

36 TOMMY DUNN: Thank you, Mr.
37 Harmon.

38 LEON HARMON: Yes, sir.

39 TOMMY DUNN: At this time
40 we'll go into a public hearing. Anyone wishing to
41 speak to this matter please step forward, state your
42 name, your district you're in, address the chair, and
43 you have three minutes. Anyone at all?

44 JENNIFER WENDELL: Again, like I
45 said, I'm going to oppose this until there can be a
46 vote from the Anderson County residents. So it doesn't
47 matter whether it's the new people coming in that are
48 going to get, you know, billed for this and have to pay
49 for this or whether it's the people that don't have to.
50 It doesn't matter. Somebody is going to have to pay

1 for it. And they should be able to vote on it.

2 Thank you.

3 TOMMY DUNN: Thank you.

4 Anyone else? Anyone at all? Public hearing will be
5 closed. Do we have a motion to move this forward?

6 JOHN WRIGHT: So moved.

7 TOMMY DUNN: Motion Mr.

8 Wright. Do we have a second?

9 BRETT SANDERS: Second.

10 TOMMY DUNN: Second by
11 Councilman Sanders. Open the floor up for discussion.

12 I just want to make the record straight and
13 perfectly clear. We haven't rushed this through.
14 We've talked about this for months now. For over a
15 year, really. Probably close to two years on this
16 thing and we also had voted on this twice in public
17 meetings and had hearings on this. It's got to
18 paperwork time and now it's time to get something
19 another done. And if we don't do -- we've got to do
20 something to keep our sewer up. And it's the best
21 thing to go in with Pendleton and Clemson, most bang
22 for your buck, to get something. This ain't just new
23 stuff. This is trying to treat the treatments, the
24 stuff that we've got out there now.

25 Anyone else?

26 CINDY WILSON: May I?

27 TOMMY DUNN: Yes, ma'am.

28 CINDY WILSON: One of the
29 elements that will need to be considered beyond the
30 sewer bond here is the county's comprehensive land use
31 mapping and planning, the community-based meetings.
32 And each of our districts will be holding meetings
33 within the next 12 to 24 months. And I know Mr.
34 Sanders and Mr. Elgin and Mr. Davis and Mr. Wright and
35 I have -- and Mr. Davis, I think you and I share a
36 boundary, too. But we will set up public meetings so
37 people can get involved.

38 The comp plan is the foundation for zoning and for
39 infrastructure. And that is a very important effort
40 between the people who represent you and the people who
41 are being represented. It's a very important series of
42 meetings and everyone should be involved; whether you
43 have a small condo or a vast tract of land, it's
44 important for everybody to get involved in that.

45 And as far as the growth goes, private landowners,
46 if they don't choose zoning, can also look at possibly
47 covenants and restrictions on their properties if they
48 don't want to take advantage of sewer.

49 There are a lot of different tools in the chest
50 that people can take advantage of to maybe make the

1 issue less difficult. Believe me, I've fought sewer
2 lines in my past, too. Thank you.
3 TOMMY DUNN: Thank you.
4 Anyone else? All in favor of the motion show of hands.
5 All opposed like sign. Show the motion carries
6 unanimously.
7 Remarks from Council members. Anybody have any?
8 Anybody got any?
9 Appreciate everybody coming out. Meeting will be
10 adjourned.
11
12 **(MEETING ADJOURNED AT 6:12 P.M.)**

ORDINANCE NO. 2024-021

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND EASTERN ENGINEERED WOOD PRODUCTS, INC. WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated June 4, 2024 (the “*Inducement Agreement*”) with Eastern Engineered Wood Products, Inc., a Pennsylvania corporation or a related entity (the “*Company*”) (which was known to the County at the time as “*Project Palmetto II*”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a manufacturing facility in the County (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$16,000,000 in the County and the expected creation of twenty-five (25) new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

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

WHEREAS, pursuant to the Inducement Agreement, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company (the “*Fee Agreement*”), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain special source credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

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

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

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

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

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

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

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

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

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

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

Section 3. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

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

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

ENACTED in meeting duly assembled this 16th day of July, 2024.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

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

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

Approved as to form:

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

First Reading: June 4, 2024
Second Reading: June 18, 2024
Third Reading: July 16, 2024
Public Hearing: July 16, 2024

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received approval, by the County Council at its meetings of June 4, 2024, June 18, 2024, and July 16, 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.

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

Dated: July 16, 2024

**FEE IN LIEU OF TAX AND
SPECIAL SOURCE CREDIT AGREEMENT**

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

EASTERN ENGINEERED WOOD PRODUCTS, INC.

Dated as of July 16, 2024

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**SUMMARY OF CONTENTS OF
FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT**

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

Company Name:	Eastern Engineered Wood Products, Inc.	Project Name:	Project Palmetto II
Projected Investment:	\$16,000,000	Projected Jobs:	25
Location (street):	Belton Honea Path Highway/Milliken Drive Belton, South Carolina	Tax Map No.:	250-00-03-015
1. FILOT			
Required Investment:	\$16,000,000	Required Jobs:	25
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	470.39	Net Present Value (if yes, discount rate):	
Clawback information:	See below		
2. MCIP			
Included in an MCIP:	Anderson/Greenville Park (2010)		
If yes, Name & Date:			
3. SSC			
Total Amount:			
No. of Years	10 years		
Yearly Increments:	60% years 1-5; 40% years 6-10		
Clawback information:	If the Contract Minimum Investment Requirement and the Contract Minimum Jobs Creation Requirement either or both are not made by the end of the fourth year of the Standard Investment Period, the SSC is reduced to 25% for years 5-10; if the Contract Minimum Investment Requirement and the Contract Minimum Jobs Creation Requirement are both made by the 7 th year, the SSC will be 40% for years 8-10.		
4. Other information			

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the “*Fee Agreement*”) is made and entered into as of July 16, 2024 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Anderson County Council (the “*County Council*”) as the governing body of the County, and **EASTERN ENGINEERED WOOD PRODUCTS, INC.**, a corporation which was previously known to the County as Project Palmetto II and which is organized and existing under the laws of the State of Pennsylvania (the “*Company*”).

RECITALS

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

2. Sections 4-1-170 and 12-44-70 of the Code authorize the County to provide special source revenue credit (“*Special Source Revenue Credit*”) financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, “*Infrastructure*”).

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a manufacturing facility in the County.

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

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

6. By enactment of an Ordinance on July 16, 2024, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the

provision of Special Source Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

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

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

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

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

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

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

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

“Company” shall mean Eastern Engineered Wood Products, Inc., a Pennsylvania corporation, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$16,000,000.00 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

“Contract Minimum Jobs Creation Requirement” shall mean, with respect to the Project, twenty-five (25) new full-time jobs (with benefits).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Fee Agreement” shall mean this Fee in Lieu of Tax and Special Source Credit Agreement.

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

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

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

“Improvements” shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

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

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

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

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

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

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

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

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

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

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

“Special Source Credits” shall mean the annual special source credits provided to the Company pursuant to Section 4.02 hereof.

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

“Standard Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

“State” shall mean the State of South Carolina.

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

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

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

Section 1.02 Project-Related Investments

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

[End of Article I]

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 470.39 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2024, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

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

Section 2.02 Representations, Warranties, and Agreements of the Company

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

(a) The Company is organized and in good standing under the laws of the State of Pennsylvania, is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

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

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

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

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) meet the Contract Minimum Jobs Creation Requirement, all within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2024.

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

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

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

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

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

ARTICLE IV
FILOT PAYMENTS

Section 4.01 FILOT Payments

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

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

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

Step 3: Use a millage rate of 470.39 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

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

Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Standard Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for a period of ten (10) consecutive years in an amount equal to sixty percent (60%) for years 1 through 5 and forty percent (40%) for years 6 through 10 of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

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

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

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

(e) Each annual Special Source Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Credit to be provided to the Company for such property tax year.

(f) The Special Source Credits are payable solely from the FILOT Payments, are not secured by, or in any way entitled to, a pledge of the full faith, credit or taxing power of the County, are not an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, are payable solely from a special source that does not include revenues from any tax or license, and are not a pecuniary liability of the County or a charge against the general credit or taxing power of the County.

(g) All fee-in-lieu of *ad valorem* taxes pursuant to the agreement received by the County for MCIP premises located in the County attributable to current MCIP property shall be distributed in accordance with Section 3 of Ordinance 2010-026 and Paragraph 7 of the MCIP Agreement. All fee-in lieu of *ad valorem* taxes pursuant to the agreement received by the County for MCIP premises located in the County attributable to MCIP property added on and after November 16, 2020 shall be distributed, net of special source credits provided by the County pursuant to Section 4-1-175 (“Net Park Fees”) as follows: First, 15% of Net Park Fees shall be deposited to Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby, Second, 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of the County, and Third, remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an old *ad valorem* property tax in any of the areas comprising the County’s portion of the MCIP in the same percentage as is equal to that taxing entity’s percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 4.03 Failure to Achieve Minimum Investment and Jobs Creation Requirement

(a) Should the Contract Minimum Investment Requirement or the Contract Minimum Jobs Creation Requirement not be met by the Company by the end of the fourth year of the Standard Investment Period, any subsequent Special Source Credits shall be reduced to twenty-five percent (25%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement; except, however, if the Contract Minimum Investment Requirement and the Contract Minimum Jobs Creation Requirement are both met by the end of the seventh (7th) tax year following the Commencement Date, then the Special Source Credits going forward shall be forty percent (40%) for years 8 through 10. Any portion of Special Source Credits lost because of a failure to meet the Contract Minimum Investment Requirement or the Contract Minimum Jobs Creation Requirement by the end of the Standard Investment Period shall not be recoverable by the Company or its Sponsor Affiliates.

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

Section 4.04 Removal of Equipment

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

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

Section 4.05 FILOT Payments on Replacement Property

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

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

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

Section 4.06 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

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

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

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

Section 5.03 Confidentiality

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

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Credits shall be payable only from FILOT payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

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

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County's relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the

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

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

Section 5.07 Qualification in State

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

Section 5.08 No Liability of County's Personnel

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

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion and as evidenced by resolution passed by the County Council; (ii) except when a financing entity which is the income tax owner of all or

part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

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

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

Section 5.10 Administration Expenses

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

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

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

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in form reasonably acceptable to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act. Initially, the only Sponsor Affiliate is SCSDC Property LLC, a South Carolina limited liability company.

[End of Article V]

ARTICLE VI

DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and

notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

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

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement as to the acting party; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

ARTICLE VII
MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

Eastern Engineered Wood Products, Inc.
Attn: Director of Operations
1245 Easton Road
Bethlehem, Pennsylvania 18015

With a copy to:

Haynsworth Sinkler Boyd, P.A.
Attn: Jeremy L. Cook
134 Meeting Street, Third Floor
Charleston, South Carolina 29401

If to the County:

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

With a copy to:

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

Section 7.02 Binding Effect

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

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity; Change in Laws

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

Section 7.09 Termination by Company

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

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

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

Section 7.13 Facsimile/Scanned Signatures

The parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

[End of Article VII]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the Chairman of County Council and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

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

ATTEST:

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

[Signature Page 1 to Fee in Lieu of Tax and Special Source Credit Agreement]

**EASTERN ENGINEERED WOOD
PRODUCTS, INC.**

Name: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Tax and Special Source Credit Agreement]

EXHIBIT A

LEGAL DESCRIPTION

ALL that certain piece, parcel or tract of land situate, lying and being in the Town of Belton, Anderson County, South Carolina, being shown and designated as New Parcel A, containing 66.555 acres, more or less, on that certain plat prepared for Gray Engineering by Atlas Surveying, Inc., dated June 5, 2024, Project No. GSP-23059, recorded June 6, 2024, in the Office of the Register of Deeds for Anderson County in Plat Book S3157 at Page 7. Reference being made to said plat for a more complete and accurate description of the metes and bounds.

TMS #: 250-00-03-015

EXHIBIT B

INVESTMENT AND JOBS CREATION CERTIFICATION

I _____, the _____ of Eastern Engineered Wood Products, Inc. (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2024 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

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

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

(3) The number of new, full-time jobs created at the Project since _____, 20__ (the beginning date of the Investment Period) is _____ persons. The total number of employees of the Company at the Project as of December 31, 20__ is ____.

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

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

Name: _____
Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of Eastern Engineered Wood Products, Inc. (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2024 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Credits previously received by the Company and any Sponsor Affiliates is \$ _____.

(2) As of December 31, 20__, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than \$ _____.

(3) Of the total amount set forth in (2) above, \$ _____ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

<u>Personal Property Description</u>	<u>Investment Amount</u>
--------------------------------------	--------------------------

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

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

Name: _____
Its: _____

ORDINANCE NO. 2024-022

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

WHEREAS, pursuant to Ordinance 2010-026 enacted November 16, 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 to Eastern Engineered Wood Products, Inc., a company formerly known to Anderson County as Project Palmetto II, it is now desired that the boundaries of the Park be enlarged to include a certain parcel in Anderson County; and

WHEREAS, in connection with certain incentives being offered by Greenville County to one or more companies, it is now desired that the boundaries of the Park also be enlarged to included certain parcels in Greenville County;

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

DONE in meeting duly assembled this 16th day of July, 2024.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

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

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

Approved as to form:

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

First Reading:	June 4, 2024
Second Reading:	June 18, 2024
Public Hearing:	July 16, 2024
Third Reading:	July 16, 2024

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

TMS No. 0593030100404

TMS No. 0593030100405

TMS No. 0593030100102

[INSERT LEGAL DESCRIPTIONS]

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

Eastern Engineered Wood Products, Inc. (formerly identified as
Project Palmetto II) Property Description

ALL that certain piece, parcel or tract of land situate, lying and being in the Town of Belton, Anderson County, South Carolina, being shown and designated as New Parcel A, containing 66.555 acres, more or less, on that certain plat prepared for Gray Engineering by Atlas Surveying, Inc., dated June 5, 2024, Project No. GSP-23059, recorded June 6, 2024, in the Office of the Register of Deeds for Anderson County in Plat Book S3157 at Page 7. Reference being made to said plat for a more complete and accurate description of the metes and bounds.

TMS #: 250-00-03-015

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received approval, by the County Council at meetings of June 4, 2024, June 18, 2024 and July 16, 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.

Clerk, Anderson County Council

Dated: July 16, 2024

ORDINANCE NO. 2024-023

AN ORDINANCE TO LEASE REAL PROPERTY FROM MT. ZION PRESBYTERIAN CHURCH; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Mount Zion Presbyterian Church is the current owner of a parcel of land, identified by tax map numbers 65-00-11-001, and Anderson County wishes to maintain the Sandy Springs Community Park located upon said parcel; and

WHEREAS, Mount Zion Presbyterian Church, is a South Carolina nonprofit corporation registered with the State of South Carolina; and

WHEREAS, the property referenced will be used by Anderson County for the purpose of developing and maintaining a public park for public recreational use.

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 from Mount Zion Presbyterian Church for a nominal fee:
 - a. A parcel of land and the improvements thereupon, situated at 1116 Watkins Rd, Anderson, South Carolina 29625; TMS No. 65-00-11-001.
2. The Anderson County Administrator is hereby authorized and directed to execute any documents necessary to effectuate the lease of the real property as described herein and in a form substantially similar to, and not materially different from, the deed 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: June 4 2024

Second Reading: June 18, 2024

Third Reading: July 16, 2024

Public Hearing: July 16, 2024

EXHIBIT A

STATE OF SOUTH CAROLINA)
) LEASE AGREEMENT
COUNTY OF ANDERSON)

THIS LEASE AGREEMENT entered into this ____ day of July, 2024, by and between the MT. ZION PRESBYTERIAN CHURCH TRUSTEES, a South Carolina nonprofit corporation, herein referred to as the Lessor, and ANDERSON COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina, hereinafter referred to as the Lessee.

WITNESSETH

WHEREAS, the Lessor is the owner of a parcel of property, identified by TMS No.: 65-00-11-001, which the Lessee wishes to use for a Community Park; and

WHEREAS, the Lessee is committed to improve the quality of life for its citizens through the development of recreational facilities.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements herein contained, and intending to be legally bound with sufficient consideration of \$1, the parties hereto agree as follows:

PREMISES: The Lessor hereby leases to the Lessee the following described premises:

All that certain parcel or tract of land composed of 10.98 acres located on Sandy Springs Road and Watkins Road in the Sand Springs Community of Anderson County and being more fully described in Plat Book 96 at Page 792 in the office of the Register of Deeds of Anderson County.

TERMS: The Lessor does lease to the Lessee the premises for a period of five years commencing on July ____, 2024.

USE OF PREMISES: Lessee will use the premises for the purpose of developing or maintaining recreational facilities in accordance with the existing parks plan. Upon expiration of the lease agreement, any fixtures still remaining, which have become permanently affixed to the real estate, shall remain on the premises.

PROTECTION FROM VIOLATION: Lessee covenants that it will observe and honor the laws of the United States, State of South Carolina or any other applicable laws or regulations.

NOTICES: Any notice under this lease shall be in writing and mailed to the last known address of the party to whom the notice is given as designated by such party in writing.

IN WITNESS WHEREOF the above named Lessor and the above named Lessee
have executed this agreement this ____ day of July, 2024.

MT. ZION PRESBYTERIAN CHURCH TRUSTEES

WITNESSES: BY: _____

ITS: Clerk of Session

P.O. Box 429
Sandy Springs, SC 29677

ANDERSON COUNTY

WITNESSES: BY: _____

ITS: Administrator

P.O. Box 8002
Anderson, SC 29622

Ordinance #2024-024

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone 18.38 +/- acres from Highway Commercial District (C-2) to Highway Commercial District (C-2) and Multifamily Residential (R-M) on a parcel of land, identified as address 2410 Highway 81 N, Anderson, SC. The parcel is further identified as TMS # 147-09-03-001, 147-09-03-002, and 147-09-03-003.

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

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

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from C-2 to C-2 and R-M for +/- 18.38 acres of TMS #147-09-03-001, 147-09-03-002, and 147-09-03-003 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on June 11, 2024, during which it reviewed the proposed rezoning from C-2 to C-2 and R-M for +/- 18.38 acres of TMS #147-09-03-001, 147-09-03-002, and 147-09-03-003 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on July 16, 2024, regarding said amendment of the Anderson County Official Zoning Map:

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone from C-2 and R-M for +/- 18.38 acres of TMS #147-09-03-001, 147-09-03-002, and 147-09-03-003 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 2024-024

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1 st Reading:	June 18, 2024
2 nd Reading:	July 16, 2024
3 rd Reading:	August 6, 2024
Public Hearing:	July 16, 2024

**Anderson County Planning Commission
Staff Report-Rezoning Request from C-2 zoning to C-2 and R-M zoning
June 11, 2024**

Applicant: H&S Development
Current Owner: Elizabeth Peace Living Trust
Precinct: Town Creek
Council District: One (1)
Location: 2410 Highway 81 N, Anderson
TMS#: 147-09-03-001, 002, 003
Acreage: 18.38 +/-
Current Zoning: C-2 (Highway Commercial District)
Requested Zoning: R-M (Multifamily Residential) and C-2 (Highway Commercial District).

C-2 (Highway Commercial District)

This district is established to provide for the development on major thoroughfares of commercial land uses which are oriented to customers traveling by automobile. Establishments in this district provide goods and services for the traveling public and also for the convenience of local residents.

R-M (Multifamily Residential)

This residential district is established to provide for medium and high-+ population density. The principal use of land is for two-family and multiple-family dwellings and the recreational, religious, and educational facilities normally associated with residential development. The regulations for this district is intended to discourage any use which, because of its character, would interfere with the development of, or be detrimental to, the residential nature of the area included in the district.

Surrounding Zoning: North: I-1
South: R-20 and C-2
East: R-10 and R-20
West: I-1

Evaluation: The request is to leave C-2 zoning in place near U.S. Highway 81 and rezone the rear of the property to R-M. The purpose is to create a Mixed Use Development for Commercial Development and Multi-Family Residential Housing.

Public Outreach: Staff hereby certifies that the required public notification actions have been completed on May 28, 2024 as follows:

Rezoning notification postcards were sent to 332 property owners within 2,000' of the subject property.

Rezoning notification signs posted on subject property.

Planning commission public hearing advertisement published on May 30, 2024 in the Independent Mail.

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



Rezoning Application

Anderson County Planning & Development

5/1/2024

Date of Submission

Approved/Denied

Applicant's Information

Applicant Name: H&S Development

Mailing Address: 413 N. 79th Ave., North Myrtle Beach, SC 29572

Telephone: 913-909-8467

Email: stevesobek@gmail.com

Owner's Information (If Different from Applicant)

Owner Name: ELIZABETH PEACE LIVING TRUST

Mailing Address: 13760 BROMLEY PT DR JACKSONVILLE FL 32225

Telephone: _____

Email: _____

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

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

David L. Peace, Trustee April 27, 2024

Owner's Signature Date

Project Information David.L.Peace@gmail.com
908-914-7900

Property Location: 2410 Hwy 81N Anderson SC

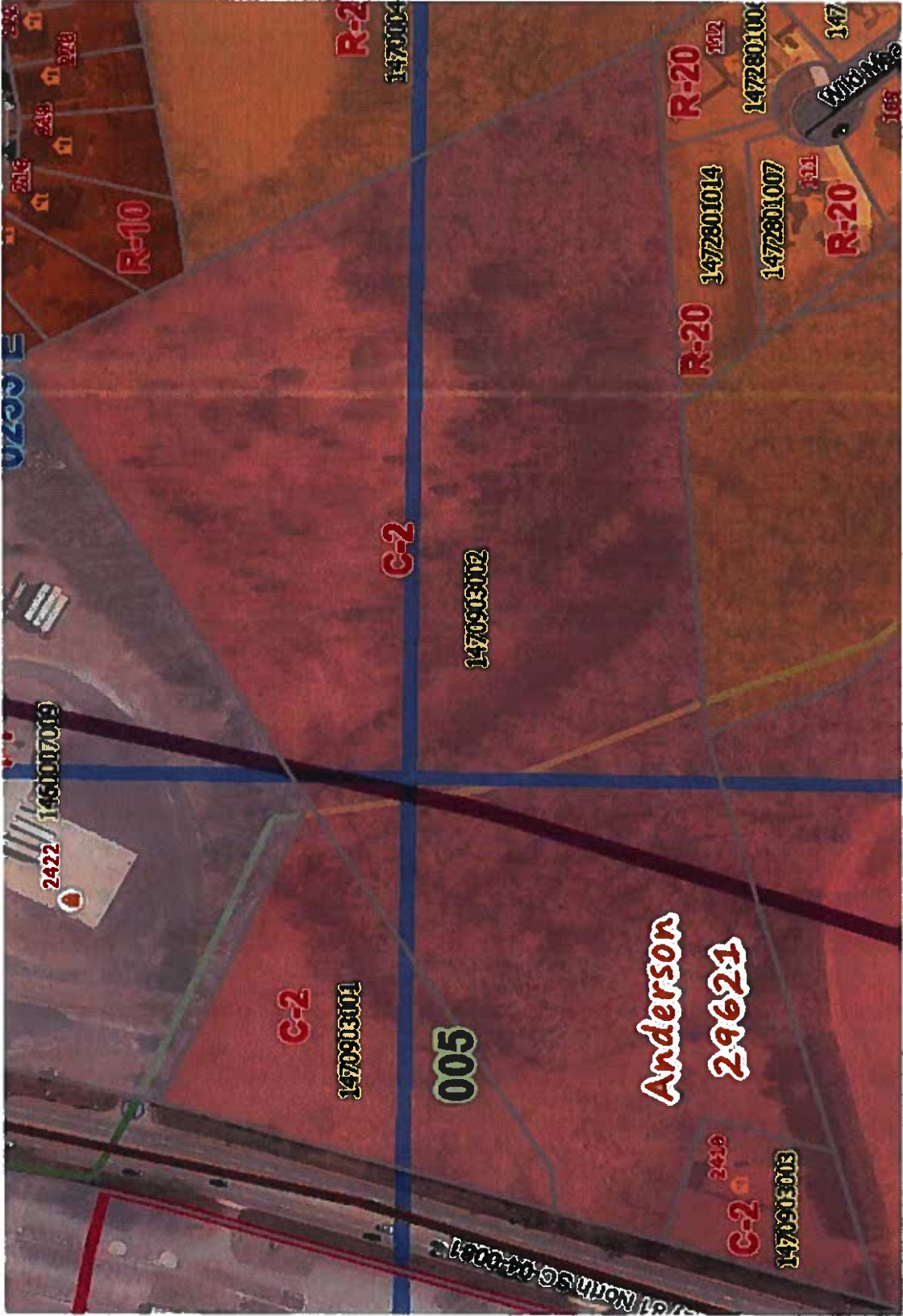
Parcel Number(s)/TMS: 1470903001, 1470903002, 1470903003

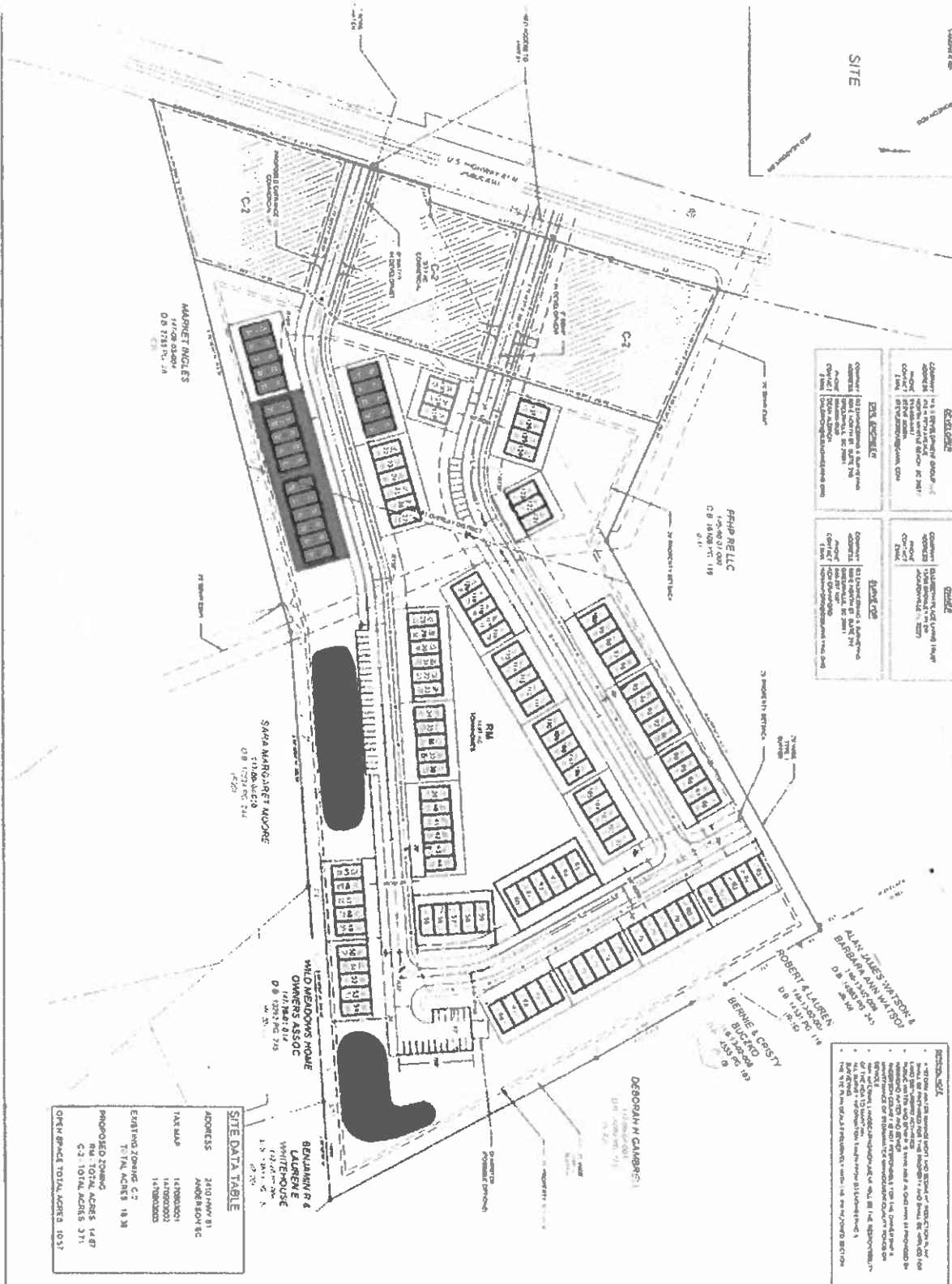
County Council District: One School District: 05

Total Acreage: 18.38 Current Land Use: Vacant

Requested Zoning: C2 and RM Current Zoning: C2

Purpose of Rezoning: Rezoning rear portion of property to RM and leave parcel on Hwy 81 as C2





OWNER	ADDRESS	PHONE	DATE
DELAWARE	1410 HWY 81 ANDERSON, SC 29505	803-781-2121	11/15/2011
DELAWARE	1410 HWY 81 ANDERSON, SC 29505	803-781-2121	11/15/2011
DELAWARE	1410 HWY 81 ANDERSON, SC 29505	803-781-2121	11/15/2011

NOTICE: THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE FINAL PLAN WILL BE SUBMITTED TO THE LOCAL GOVERNMENT FOR REVIEW AND APPROVAL. ANY CHANGES TO THIS PLAN WILL BE MADE AT THE OWNER'S RISK.

ADDRESS	TAX MAP	PROPOSED ZONING	EXISTING ZONING	TOTAL ACRES	OPEN SPACE TOTAL ACRES
2410 HWY 81 ANDERSON SC	1410000001 1410000002 1410000003	RM-1	C-2	18.38	10.57

SOBEK HWY 81, ANDERSON
 ANDERSON, SOUTH CAROLINA
 PREPARED FOR
SOBEK
SITE PLAN EXHIBIT

GB
ENGINEERING & SURVEYING
 800 E. NORTH ST. SUITE 210
 GREENVILLE, SC 29601
 PHONE: 864.232.1001
 WWW.GBENGINEERING.COM

NOT FOR CONSTRUCTION

EX-2



1461301043

1461301043

1461301044

1461302008

1461302007

1460007009



1460007009

1472801006

1472801014

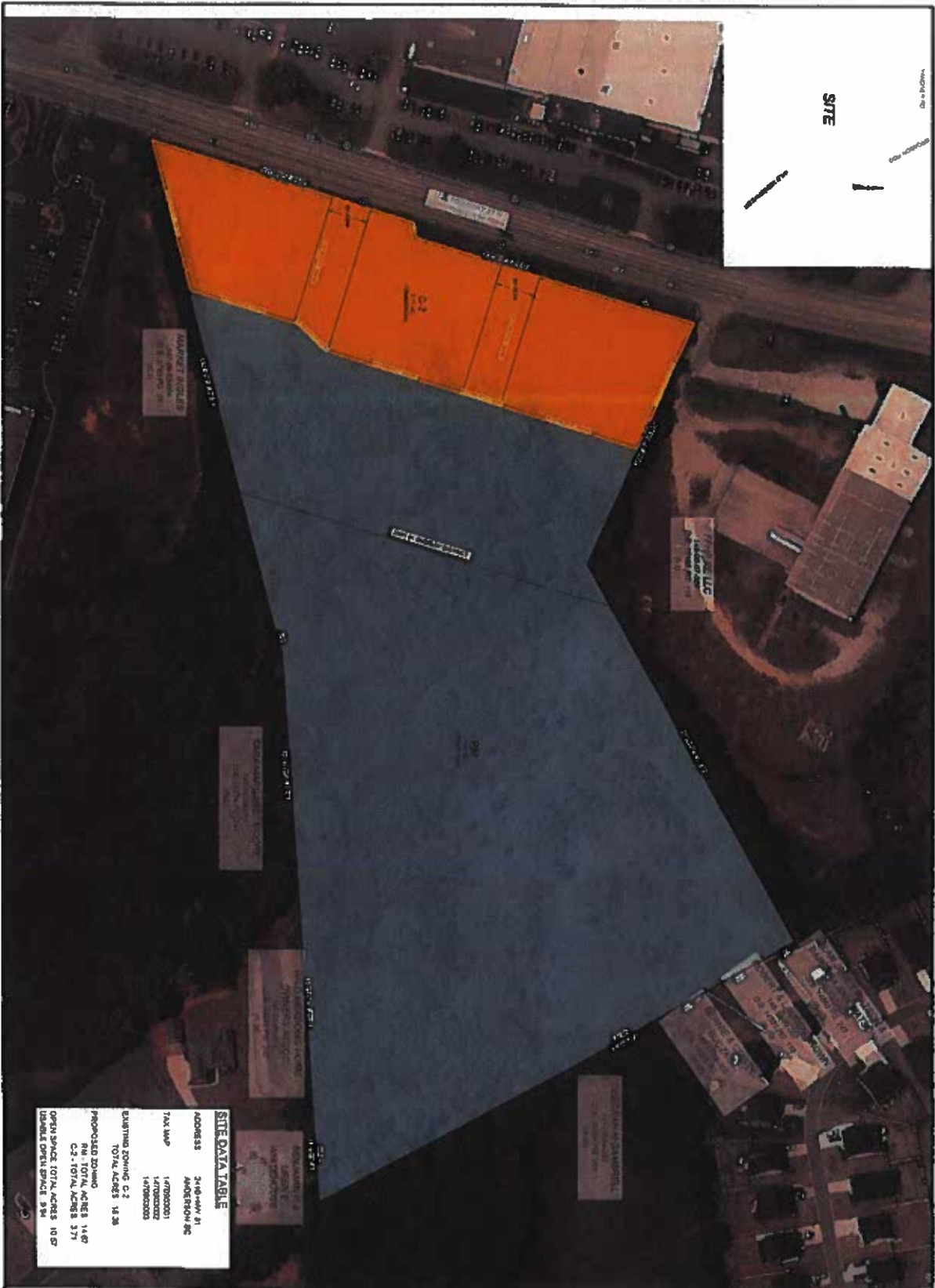
1472801007

147993002

147993001

147993003

HICKMAN LN

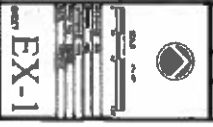


SITE

DATE PLOTTED

SITE DATA TABLE

ADDRESS	248 HWY 81 ANDERSON, NC
TAX MAP	1470000001 1470000002 1470000003
EXISTING ZONING	C-2
TOTAL ACRES	18.28
PROPOSED ZONING	C-2
TOTAL ACRES	14.67
OPEN SPACE TOTAL ACRES	3.71
USABLE OPEN SPACE	3.94



SOBEK HWY 81, ANDERSON
ANDERSON, SOUTH CAROLINA
 PROJECT FOR
SOBEK
REZONING EXHIBIT

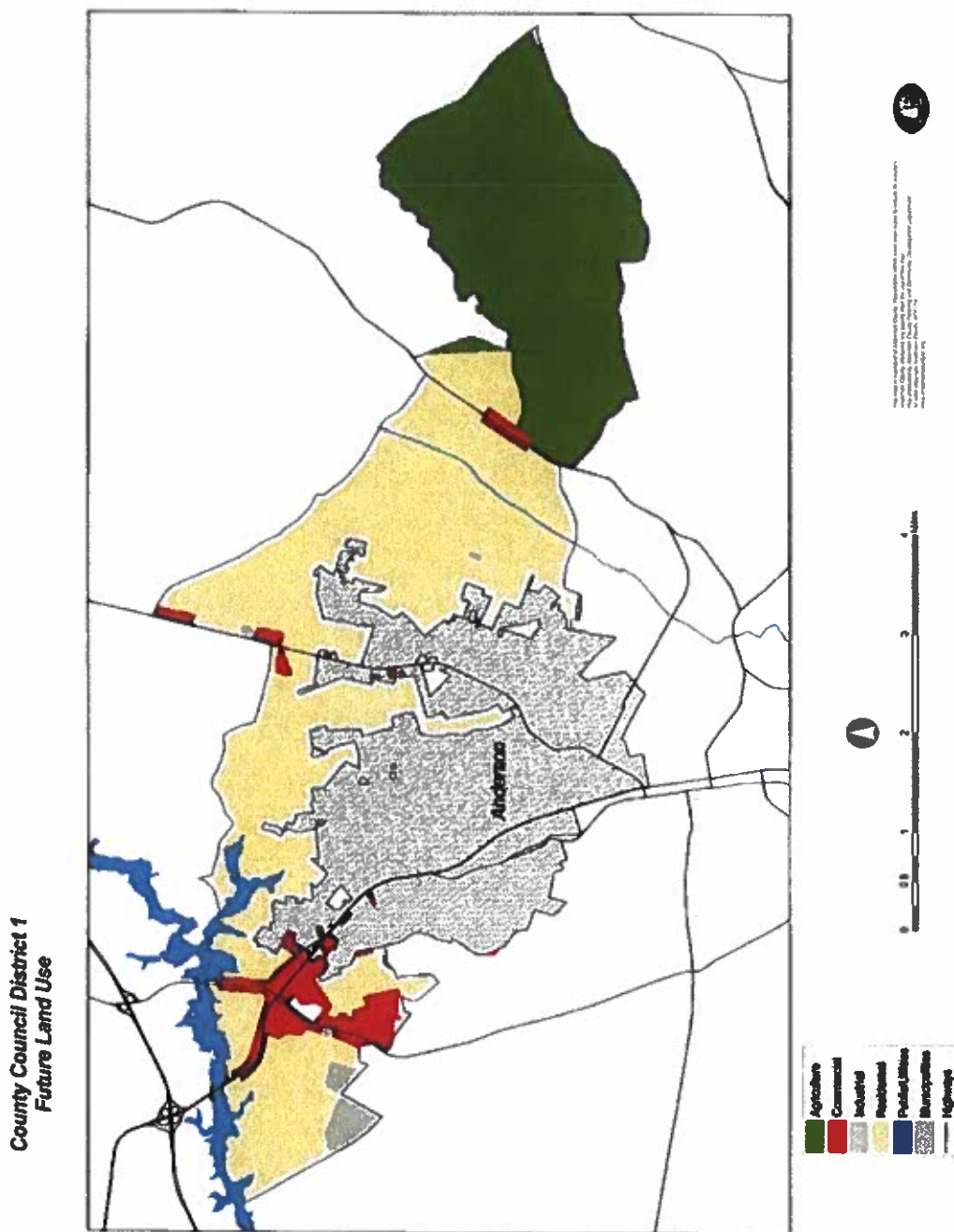
GB
 ENGINEERING
 & SURVEYING
 180 E NORTH ST SUITE 210
 GREENSBORO, NC 27401
 PHONE: 336.231.1999
 www.gb2.com



DATE	DESCRIPTION	BY	APP'D

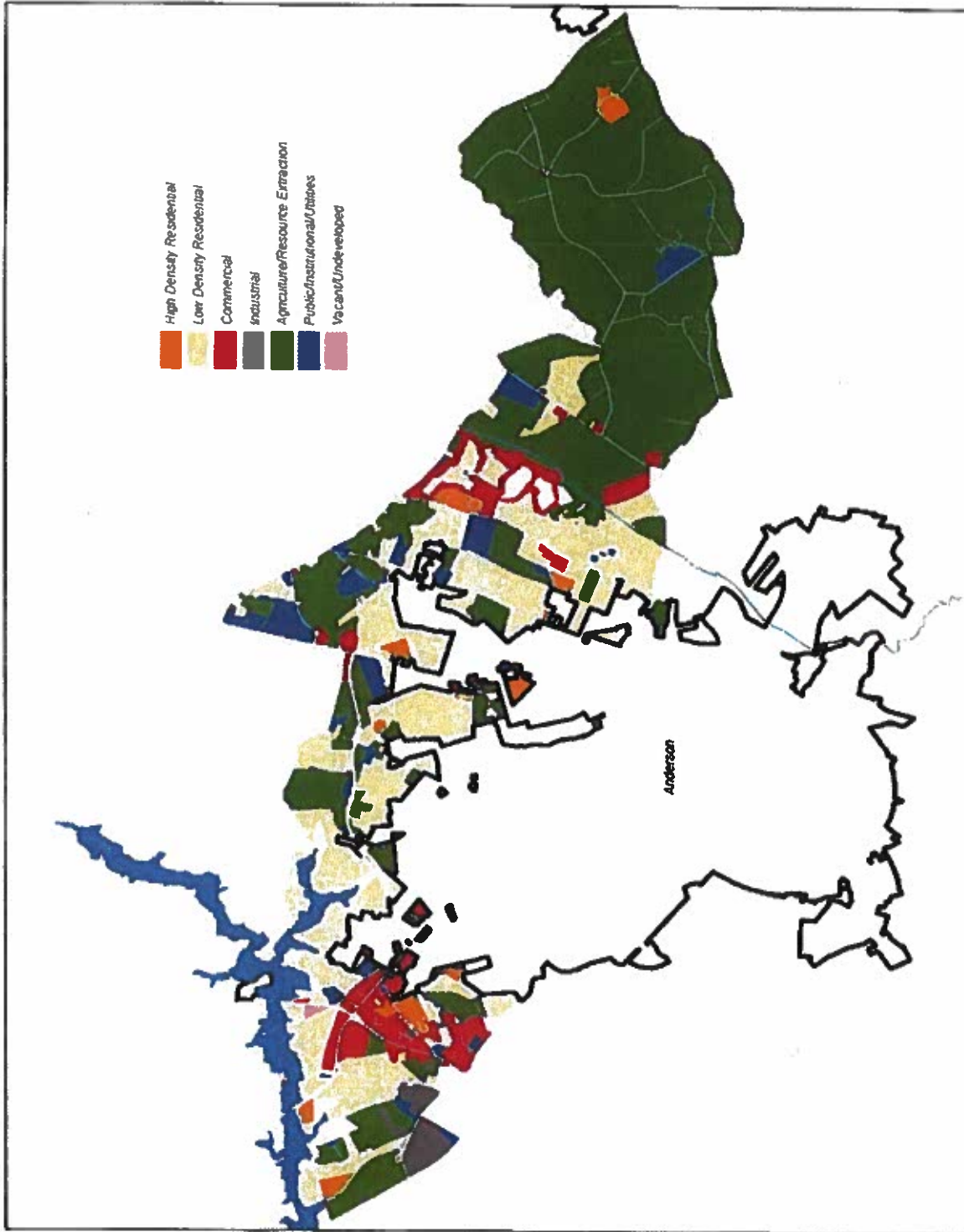


Map 7.10 Future Land Use, Council District 1





Map 7.2 Current Land Use, Council District 1





Planning Commission

June 11, 2024

Date of Planning Commission Meeting

Land Use

Rezoning

Subdivision

Variance

Project Information

Name of Applicant/Project: H&S Development

Property Location: 2410 Hwy 81 N Anderson

County Council District: One (1)

School District: Five (5)

Total Acreage: 18.38 +/-

Number of Lots: _____

Current Zoning: C-2

Requested Zoning: C-2 and R-M

Purpose: Mixed used development for commercial development and multi-family housing

Recommendation/ Decision Rendered

Approval Denial Tied Tabled Vote 4 to 1

Compatibility with Future Land Use Map

The recommendations of staff

Compatibility with Traffic Levels

Compatibility with Surrounding Properties

Compatibility with Density Levels

Use and Value of Surrounding Properties

Concerns for public, health, safety, convenience, prosperity & general welfare

Concerns for the balance of the interest of sub dividers, homeowners and public

Concerns for the effects of the proposed development on the local tax base

The ability of existing or planned infrastructure and transportation system to serve the proposed development

Other (please elaborate): _____

Planning Commission Chairman: _____

Date: 6-11-24

Anderson County Planning & Development
401 East River Street

Anderson, South Carolina 29624 | Phone: (864) 260-4720

ORDINANCE NO. 2024-004

AN ORDINANCE TO SELL REAL PROPERTY TO HABITAT FOR HUMANITY OF ANDERSON, INC.; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, Anderson County is the current owner of two parcels of land, one with a structure upon it, located on West Church Street in the City of Anderson and identified by tax map numbers 123-30-15-005 and 123-30-15-002; and

WHEREAS, Habitat for Humanity of Anderson, Inc., is a South Carolina nonprofit corporation registered with the State of South Carolina; and

WHEREAS, the property referenced will be used by Habitat for Humanity of Anderson, Inc., for the purpose of operating as a nonprofit corporation; and

WHEREAS, if the property referenced is no longer used by Habitat for Humanity of Anderson, Inc., for the purpose of operating as a nonprofit corporation, the property will revert back to ownership by Anderson County. If Habitat for Humanity of Anderson uses the property continuously for the purpose of operating as a nonprofit for 30 years, then fee simple title will be conveyed to Habitat for Humanity of Anderson.

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

1. Anderson County desires to convey the following real property to Habitat for Humanity of Anderson, Inc., for a nominal fee:
 - a. Two parcels of land, one with a structure thereupon, situated at W. Church Street, Anderson, South Carolina 29624; TMS Nos. 123-30-15-005 and 123-30-15-002.
2. The Anderson County Administrator is hereby authorized and directed to execute any documents necessary to effectuate the sale of the real property as described herein and in a form substantially similar to, and not materially different from, the deed 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:

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: _____

ORDINANCE NO. 2024-028

AN ORDINANCE TO TRANSFER AN EASEMENT INTEREST IN REAL PROPERTY TO DUKE ENERGY CAROLINAS, LLC; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, Anderson County is the current owner of approximately 87.98 acres of land located at 1428 Pearman Dairy Road identified by tax map number 95-14-02-002; and

WHEREAS, Anderson County desires to encumber a portion of the above referenced land for the benefit of Duke Energy Carolinas, LLC, a North Carolina limited liability company, for the purpose of installing and maintaining overhead, underground, and land facilities; and

WHEREAS, the referenced right-of-way consists of land not yet identified, but is limited to a centerline through the property as the facilities are installed and includes 10 feet around all sides of the foundation of any fixture, a strip of land 30 feet in uniform width for the overhead portion, and a strip of land 20 feet in uniform width for the underground portion.

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

1. The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

See Attachment A.

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.

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.

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: _____

Prepared by: Duke Energy Carolinas, LLC
Return To: Duke Energy Carolinas, LLC
Attn: Brian Whiting
117 Laurel Avenue W
Greenwood, SC 29649

Parcel # 95-14-02-002

EASEMENT

State of South Carolina
County of Anderson

THIS EASEMENT (“Easement”) is made this ____ day of _____, 20____, from ANDERSON COUNTY SC, a South Carolina nonprofit corporation (“Grantor”, whether one or more), to DUKE ENERGY CAROLINAS, LLC, a North Carolina limited liability company (“Grantee”).

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, “Facilities”).

Grantor is the owner of that certain property described in that instrument recorded in **Deed Book 13133, Page 225**, also shown as **plat**, entitled "**ALTA/ACSM AS BUILT SURVEY**", as recorded in **Plat Book S1177, Page 9, Anderson County Register of Deeds** (“Property”).

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.

3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

Witnesses:

ANDERSON COUNTY SC
a South Carolina nonprofit corporation

(Witness #1)

(SEAL)
RUSTY BURNS, COUNTY ADMINISTRATOR

(Witness #2)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, certify that RUSTY BURNS, as COUNTY ADMINISTRATOR of ANDERSON COUNTY SC, a South Carolina nonprofit corporation, personally appeared before me this day and acknowledged the due execution of the forgoing EASEMENT.

Witness my hand and notarial seal, this ____ day of _____, 20____.



Notary Public: _____

Commission Expires: _____

Ordinance #2024-029

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone 4.72 +/- acres from Residential Agricultural (R-A) to Single-Family Residential District (R-20) on a parcel of land, identified as address in the Hattons Ford Road Precinct, Townville, SC. The parcel is further identified as TMS#: 18-04-07-001.

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

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

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from Residential Agriculture (R-A) to Single-Family Residential (R-20) for 4.72 +/- acres of TMS # 18-04-07-001 as described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on July 9, 2024, during which it reviewed the proposed rezoning from Residential Agriculture (R-A) to Single-Family Residential (R-20) for 4.72 +/- acres of TMS # 18-04-07-001 as described above; and,

Whereas, If the application is approved on First (1st) Reading, the Anderson County Council will hold a duly advertised Public Hearing on August 6, 2024, regarding said amendment of the Anderson County Official Zoning Map:

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance # 99-004 to rezone from Residential Agriculture (R-A) to Single-Family Residential (R-20) for 4.72 +/- acres of TMS # 18-04-07-001 as described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

ATTEST: Ordinance 2024-029

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1st Reading: July 16, 2024
2nd Reading: August 6, 2024
3rd Reading: August 20, 2024
Public Hearing: August 6, 2024



Planning Commission

Land Use Rezoning

July 9, 2024

Date of Planning Commission Meeting Subdivision Variance

PROJECT INFORMATION

NAME OF APPLICANT/PROJECT: Hattons Ford Rd. LLC and New Vision Trust

PROPERTY LOCATION: 2335 Hattons Ford Rd, Townville

COUNTY COUNCIL DISTRICT: 4

SCHOOL DISTRICT: 4

TOTAL ACREAGE: 4.72 +/- acres

NUMBER OF LOTS: N/A

CURRENT ZONING: R-A

REQUESTED ZONING: R-20

PURPOSE: Single-Family Residential District

RECOMMENDATION/DECISION RENDERED

APPROVAL DENIAL TIED TABLED VOTE 3 TO 3
DKH

Compatibility with Future Land Use Map

The recommendation of staff

Compatibility with Traffic Levels

Compatibility with Surrounding Properties

Compatibility with Density Levels

Use and Value of Surrounding Properties

- Concerns for public, health, safety, convenience, prosperity and general welfare.
- Concerns for the balance of the interest of sub-dividers, homeowners and public.
- Concerns for the effects of the proposed development on the local tax base.
- Concerns for the ability of existing or planned infrastructure and transportation system to serve the proposed development.

Other (please elaborate): Traffic concerns, wildlife concerns

Planning Commission Chairman: *DKH*

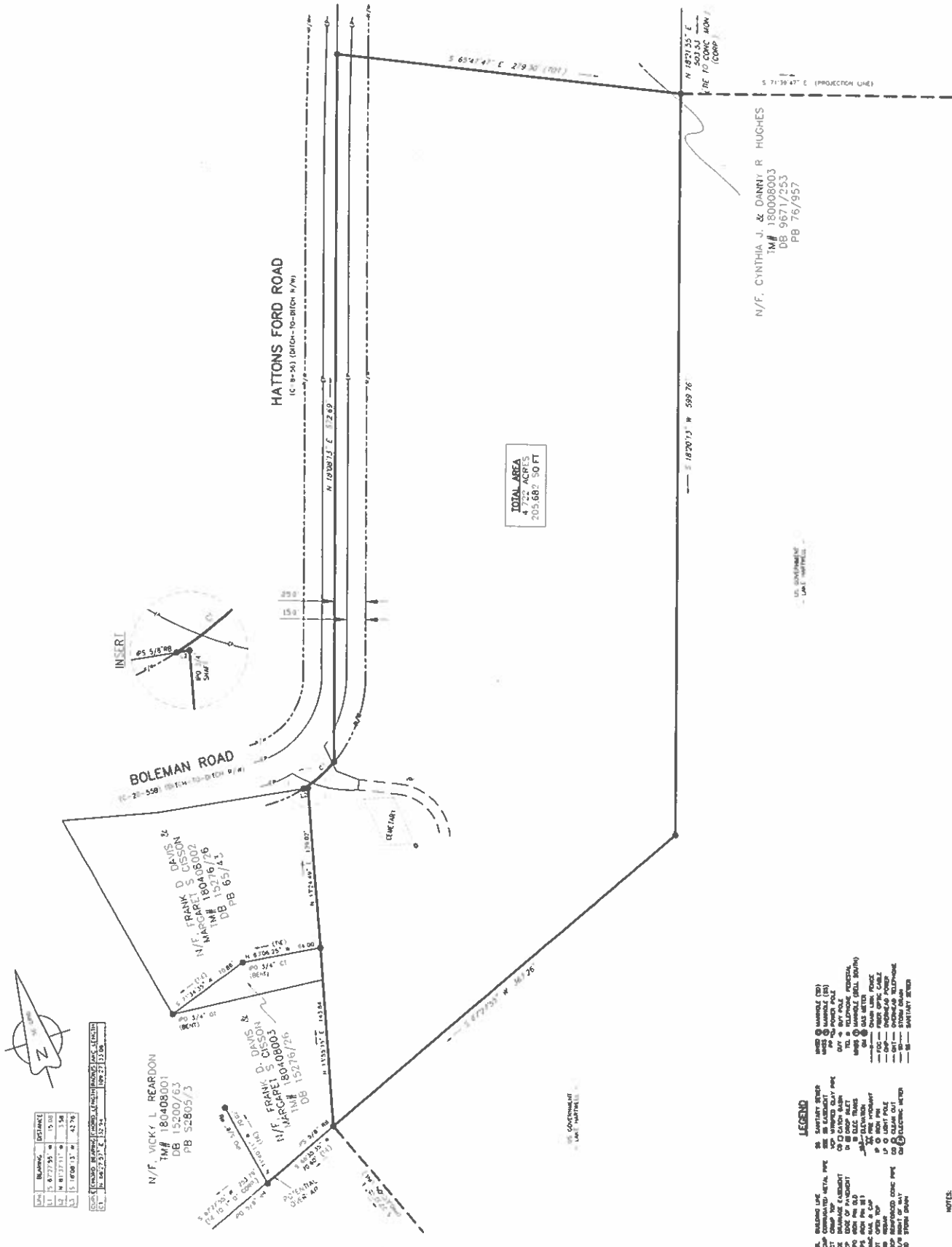
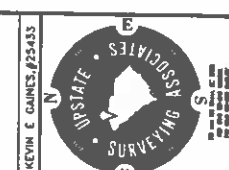
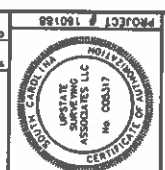
Date: 6-9-24

Anderson County Planning & Development
401 East River Street
Anderson, SC 29624 | Phone: (864) 260-4720



THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PLAT BOOK AND HAS DETERMINED THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.
 I, KEVIN E. GAINES, REGISTERED PROFESSIONAL SURVEYOR, STATE OF NORTH CAROLINA, LICENSE NO. 25433, HAVE REVIEWED THE RECORDS OF THE PLAT BOOK AND HAVE DETERMINED THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.
 PLAT BOOK 18047001
 SHEET 40
 DATE 2/17/23

HATTONS FORD ROAD LLC + NEW VISION TRUST
 BOUNDARY SURVEY FOR
 ANDERSON COUNTY, SOUTH CAROLINA
 PROPERTY ADDRESS
 2335 HATTONS FORD ROAD
 18047001

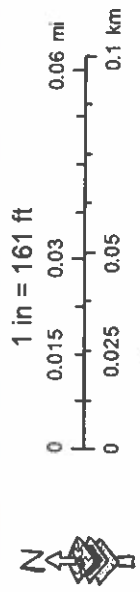


LINE	BEARING	DISTANCE
1	S 87°22'55" W	15.00
2	N 41°37'11" E	3.54
3	S 16°00'13" W	42.76

LEGEND
 --- BOUNDARY LINE
 --- CONVEYANCE LINE
 --- EASEMENT LINE
 --- RIGHT-OF-WAY LINE
 --- ADJACENT PROPERTY
 --- EXISTING ROAD
 --- PROPOSED ROAD
 --- EXISTING UTILITY
 --- PROPOSED UTILITY
 --- EXISTING FENCE
 --- PROPOSED FENCE
 --- EXISTING CURB
 --- PROPOSED CURB
 --- EXISTING DRIVE
 --- PROPOSED DRIVE
 --- EXISTING SIDEWALK
 --- PROPOSED SIDEWALK
 --- EXISTING WALKWAY
 --- PROPOSED WALKWAY
 --- EXISTING BIKEWAY
 --- PROPOSED BIKEWAY
 --- EXISTING TRAIL
 --- PROPOSED TRAIL
 --- EXISTING CANAL
 --- PROPOSED CANAL
 --- EXISTING DRAINAGE
 --- PROPOSED DRAINAGE
 --- EXISTING SWALE
 --- PROPOSED SWALE
 --- EXISTING GULLY
 --- PROPOSED GULLY
 --- EXISTING CREEK
 --- PROPOSED CREEK
 --- EXISTING RIVER
 --- PROPOSED RIVER
 --- EXISTING LAKE
 --- PROPOSED LAKE
 --- EXISTING POND
 --- PROPOSED POND
 --- EXISTING DAM
 --- PROPOSED DAM
 --- EXISTING BRIDGE
 --- PROPOSED BRIDGE
 --- EXISTING TUNNEL
 --- PROPOSED TUNNEL
 --- EXISTING STRUCTURE
 --- PROPOSED STRUCTURE
 --- EXISTING OBSTACLE
 --- PROPOSED OBSTACLE
 --- EXISTING ENCUMBRANCE
 --- PROPOSED ENCUMBRANCE
 --- EXISTING EASEMENT
 --- PROPOSED EASEMENT
 --- EXISTING RIGHT-OF-WAY
 --- PROPOSED RIGHT-OF-WAY
 --- EXISTING ADJACENT PROPERTY
 --- PROPOSED ADJACENT PROPERTY

NOTES:
 THIS PROPERTY IS SUBJECT TO ANY AND ALL ENCUMBRANCES, RIGHTS OF WAY, ZONING ORDINANCES, AND RESTRICTIONS OF RECORD OR NOT OF RECORD, THAT A CURRENT TITLE SEARCH MAY DISCLOSE.

Anderson County

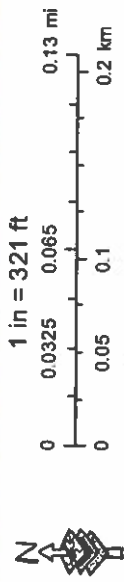
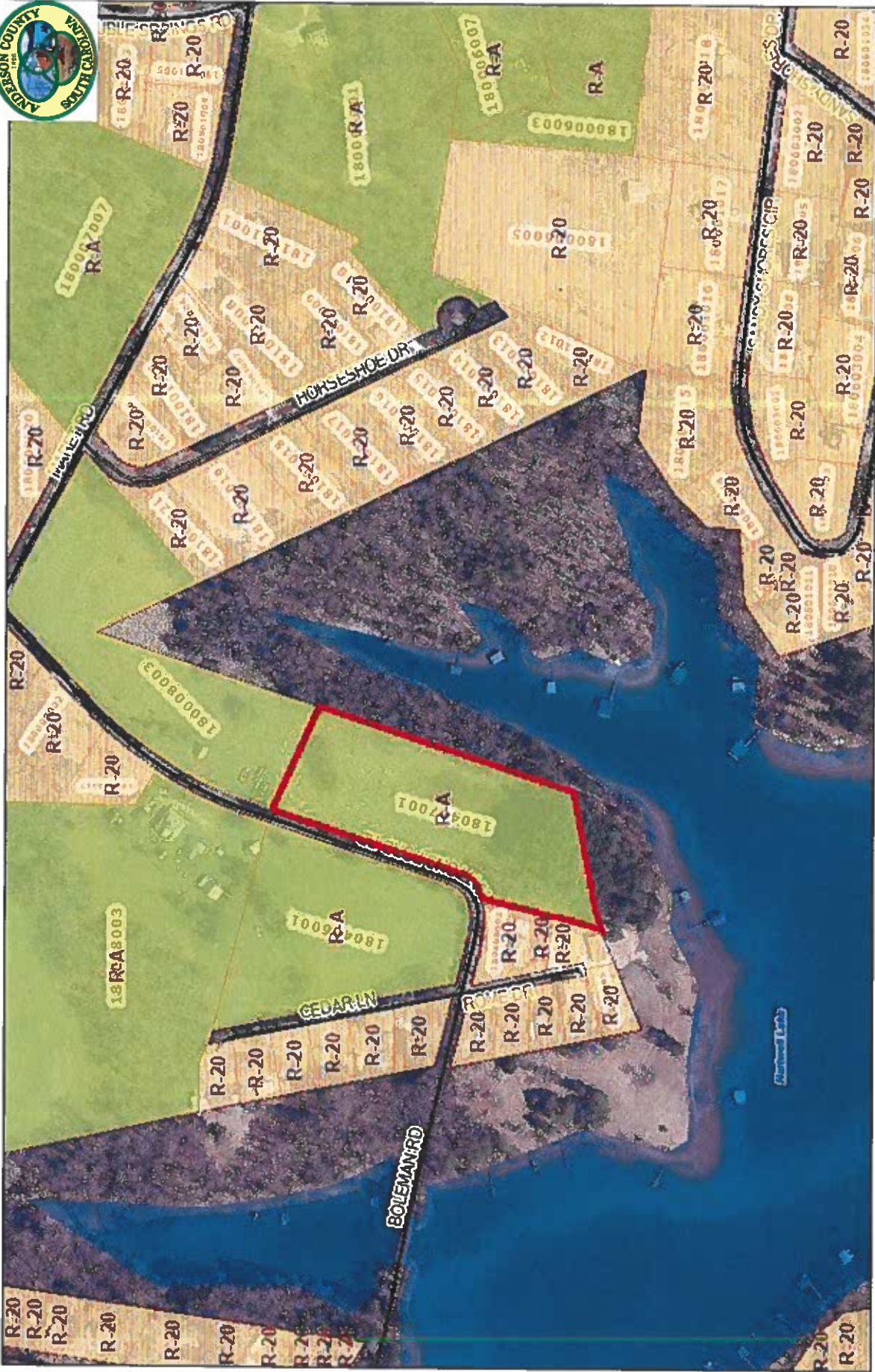


PP S 2333/2

June 3, 2024 Disclaimer accepted.

TMS:	180407001
Owner:	HATTONS FORD RD LLC + NEW VISION TRUST
Owner Address:	2435 E NORTH ST #1108 285
City/State:	GREENVILLE SC
Deed Book:	16398
Tax District:	4
Sale Year:	2022
Deed Page:	96
Description:	HATTONS FORD RD 4.88 AC
Zip Code:	29615
Current Plat:	CP 000/000
Market Value:	

Anderson County



ESRI, HighLand Mapping, and Anderson County GIS



PP S 2333/2

July 9, 2024 Disclaimer accepted.	
TMS:	180407001
Owner:	HATTONS FORD RD LLC + NEW VISION TRUST
Owner Address:	2435 E NORTH ST #1108 285
City/State:	GREENVILLE SC
Deed Page:	96
Tax District:	4
Sale Year:	2022
Zip Code:	29615
Current Plat:	CP 000/000
Description:	HATTONS FORD RD 4.88 AC
Market Value:	\$349,990
Sale Price:	\$10

Anderson County

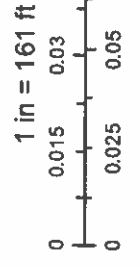


June 3, 2024 Disclaimer accepted.

TMS: 180407001
Owner: HATTONS FORD RD LLC + NEW VISION TRUST
Owner Address: 2435 E NORTH ST #1108 285
City/State: GREENVILLE SC
Deed Book: 16398
Tax District: 4
Sale Year: 2022
Deed Page: 96
Description: HATTONS FORD RD 4.88 AC
Market Value: \$349,990
Zip Code: 29615
Current Plat: CP 000/000



Anderson County
AGIS

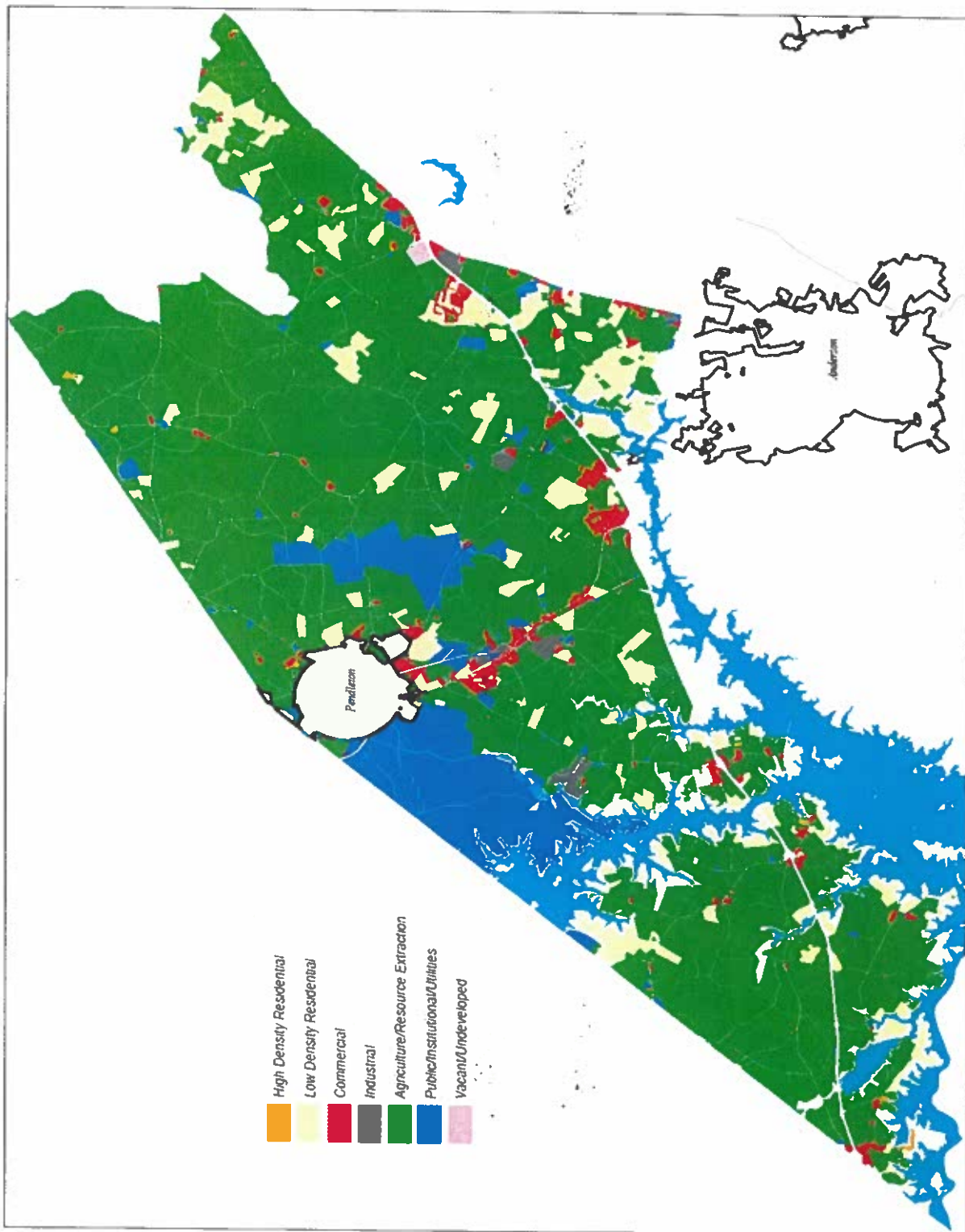


ESRI, Highland Mapping, and Anderson County GIS

PP S 2333/2



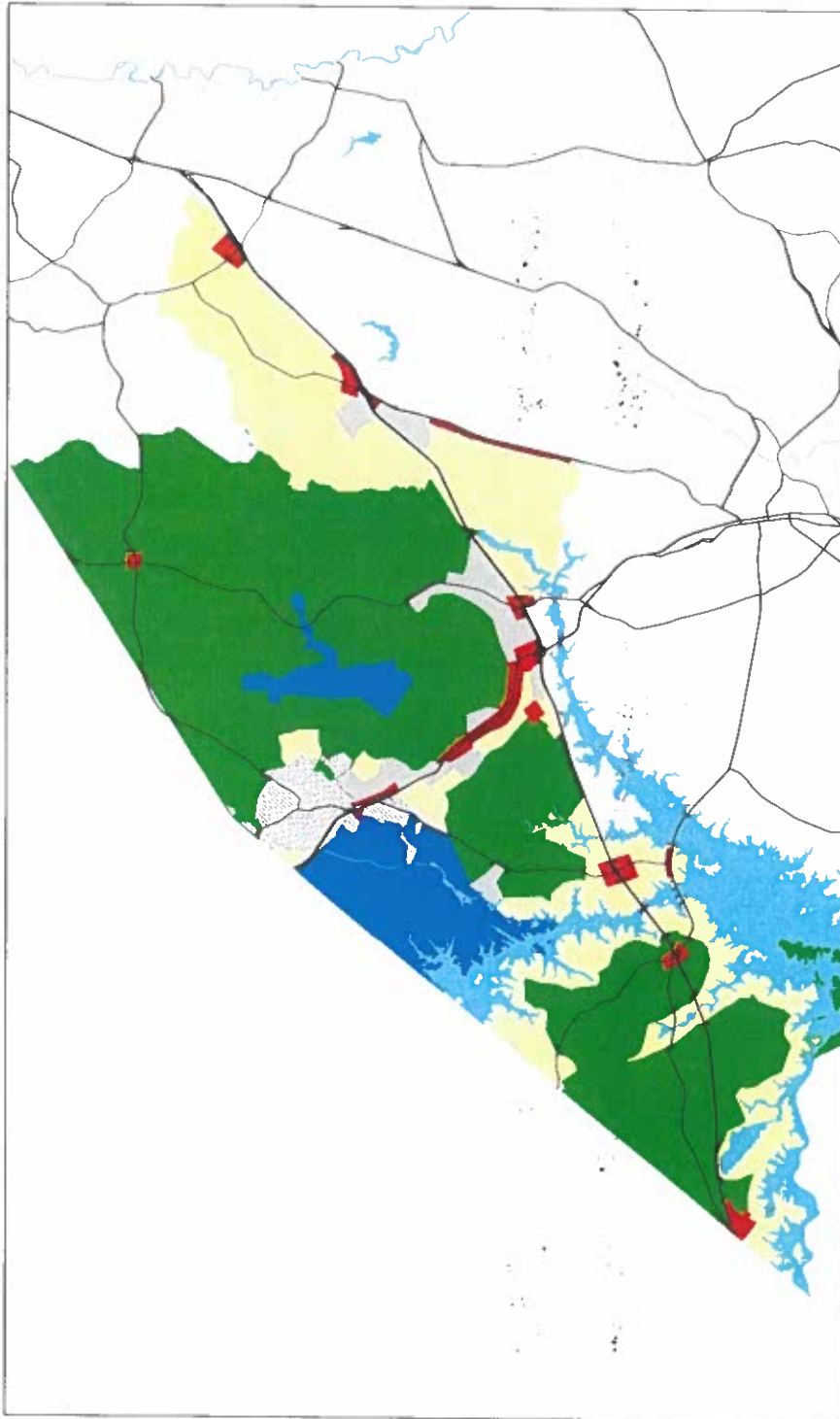
Map 7.5 Current Land Use, Council District 4





Map 7.13 Future Land Use, Council District 4

County Council District 4
Future Land Use



- Agriculture
- Commercial
- Industrial
- Residential
- Public Utilities
- Municipalities
- Highways



This map is a product of Anderson County, prepared with the best available information. The Anderson County Planning and Zoning Department disclaims any liability for errors or omissions.

AN AMENDED AND RESTATED ORDINANCE PROVIDING FOR THE IMPOSITION OF A TRANSPORTATION SALES AND USE TAX, SUBJECT TO A NOVEMBER 5, 2024 REFERENDUM, PURSUANT TO TITLE 4, CHAPTER 37 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; ORDERING A REFERENDUM IN CONNECTION THEREWITH; AND PROVIDING FOR MATTERS RELATING THERETO.

TRANSPORTATION SALES TAX ORDINANCE

Ordinance No. 2024-030

August 6, 2024

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EXHIBIT C – FORM OF NOTICE OF PUBLIC HEARING FOR ORDINANCE

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

ARTICLE I

FINDINGS OF FACT

Section 1.01 Findings.

The County Council of Anderson County (the “*County Council*”), the governing body of Anderson County, South Carolina (the “*County*”), hereby finds and determines:

(a) Pursuant to Title 4, Chapter 37 of the Code of Laws of South Carolina 1976, as amended (the “*Act*”), the County may impose by ordinance, subject to referendum, a sales and use tax in an amount not to exceed one percent within such county to finance, *inter alia*, transportation projects for a specific period of time to collect a limited amount of money.

(b) The Act further provides that such sales and use tax (the “*Sales Tax*”) shall be subject to a referendum and that the ordinance imposing the Sales Tax specify (i) the projects to be funded from the Sales Tax; (ii) the maximum time of the imposition of the Sales Tax; (iii) the estimated capital cost of the projects to be funded and the principal amount of any bonds payable from the Sales Tax; and (iv) the anticipated year the Sales Tax will end.

(c) Projects eligible for funding under the Sales Tax are limited to highways, roads, streets, bridges, mass transit systems, greenbelts, and other transportation-related projects facilities including, but not limited to, drainage facilities relating to the highways, roads, streets, bridges, and other transportation-related projects, and may be jointly operated by a county and another governmental entity.

(d) The South Carolina Revenue and Fiscal Affairs Office, by letter dated May 11, 2023, advised the County that, should the Sales Tax be imposed for fiscal year ending June 30, 2026, proceeds are anticipated to be \$45,012,000, and grow over time with the growth of the State of South Carolina (the “*State*”). Based on the information provided by Revenue and Fiscal Affairs, the County finds that Sales Tax proceeds would total approximately \$366,000,000 over seven years.

(e) The County has undertaken an extensive inventory and assessment of its existing transportation infrastructure and finds that transportation infrastructure within the County is insufficient to meet the current and future needs of the County and requires the dedication of significant public resources from the State and the County, and that significant State resources are likely to become available should the County obtain and dedicate sufficient matching funds, which the County currently lacks.

(f) County Council finds that addressing the findings set forth above through the construction, improvement, and development of transportation infrastructure in the County will serve a public purpose, will enhance economic development, and will promote the health, safety, and welfare of the citizens of the County.

(g) County Council is minded to put the question of using a Sales Tax to meet the transportation needs of the County to the electors of the County on November 5, 2024 (the “*Referendum*”). County Council has reviewed the report extensively and has developed a form of ballot question (the “*Ballot Question*”) containing transportation projects (the “*Transportation Projects*” as further defined in Section 2.02 hereof) and the proposed use of bonds secured by the Sales Tax to submit to electors at the Referendum.

(h) In accordance with Section 4-37-30(A)(1) of the Act this ordinance specifies (i) that the proceeds of the Sales Tax will be used to defray the costs of the Transportation Projects described in Section 2.02 hereof and as set forth on the Ballot Question attached hereto as Exhibit A, (ii) that the Sales Tax shall not exceed the lesser of seven calendar years (consisting of seven 12-month periods from imposition) or the length of payment for the Transportation Projects, (iii) that the estimated capital cost of the Transportation Projects to be funded from the sales tax is \$366,000,000 and the principal amount of bonds to be supported by the Sales Tax is \$15,000,000, and (iv) that the Sales Tax is anticipated to end April 30, 2032.

(i) On July 2, 2024 the Governor of the State of South Carolina signed Senate Bill S. 969, which allows the governing bodies of counties proposing Sales Taxes under the Act to exempt “unprepared food items eligible for purchase with United States Department of Agriculture food coupons” in the ordinance required by Section 4-37-30(A)(1) of the Act, and County Council is so minded to exempt such items.

(i) Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina 1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this ordinance by the County Council. In accordance with this provision, a public hearing shall be conducted and due notice, in substantially the form provided at Exhibit C hereto, shall be provided all as required by said Section 4-9-130.

ARTICLE II

IMPOSITION OF SALES TAX SUBJECT TO REFERENDUM

Section 2.01 Imposition, Term.

The County Council hereby imposes the Sales Tax in the County, subject to approval at the Referendum, for the period beginning May 1, 2025, and ending the earlier of (i) April 30, 2032, or (ii) the end of the calendar month during which the South Carolina Department of Revenue (the “*Department of Revenue*”) determines that the Sales Tax has raised revenues sufficient to provide the greater of either the cost of the Transportation Projects as approved in the Referendum or the cost to amortize all debts related to the approved Transportation Projects.

Section 2.02 Purposes.

The Sales Tax proceeds shall be applied for the purpose of funding the Transportation Projects set forth below in accordance with the Act and SC Revenue Ruling #22-2 and any successor ruling. The Transportation Projects consist of the following:

- Project (1) For improvements to highways, roads (paved and unpaved), streets, intersections, and bridges within Anderson County, South Carolina, including related drainage system improvements, \$366,000,000

Section 2.03 Election to Exempt Certain Unprepared Food Items.

County Council hereby elects, pursuant to Section 4-37-30(A)(9), as amended effective July 2, 2024 by S. 969, to exempt “unprepared food items eligible for purchase with United States Department of Agriculture food coupons” from the scope of the Sales Tax to be considered by the electors of the County at the Referendum.

ARTICLE III

REFERENDUM

Section 3.01 Ordering the Referendum, Form of Ballot Question.

The Referendum is hereby ordered. The Board of Elections and Voter Registration of the County shall conduct the Referendum on November 5, 2024. The form of the Ballot Question is set forth at Exhibit A.

Section 3.02 Notice of Referendum.

The Board of Voter Registration and Elections of the County shall publish in a newspaper of general circulation in the County the date and time of the Referendum once a week for four consecutive weeks immediately preceding November 5, 2024.

Section 3.03 Public Hearing.

Pursuant to Section 4-37-30(2), a public hearing shall be held at least 15 days prior to the Referendum after publication of notice of such public hearing setting forth the date, time, and location of such public hearing. Such notice is included as Exhibit B hereto, and may be revised as necessary or appropriate to comply with the Act and the election laws of the State.

Section 3.04 Conduct of Referendum; Certification of Referendum.

(a) The Board of Voter Registration and Elections of the County shall conduct the Referendum pursuant to the Act and under the election laws of this State, *mutatis mutandis*.

(b) At the Referendum with regard to the imposition of the Sales Tax, all qualified electors desiring to vote in favor of imposing the Sales Tax for the Transportation Projects shall vote “yes” and all qualified electors opposed to levying the Sales Tax shall vote “no.” If a majority of the electors voting in the Referendum vote in favor of the imposition of the Sales Tax, the Sales Tax is imposed as provided in the Act and this ordinance.

(c) At the Referendum with regard to the authorization of general obligation bonds secured by Sales Tax receipts, all qualified electors desiring to vote in favor of the authorization of such bonds for the stated purposes shall vote “yes” and all qualified electors opposed to the issuance of such bonds shall vote “no.” If a majority of the electors voting in the Referendum vote in favor of the authorization of general obligation bonds secured by Sales Tax receipts, bonds may be issued in accordance with Article X, Section 14, Paragraph (6) of the Constitution of the State of South Carolina, 1895, as amended.

(d) The Board of Voter Registration and Elections of the County shall certify the result no later than November 30, 2024, to the County and to the Department of Revenue. Such certification shall include the maximum cost of the Transportation Projects, the maximum time for the imposition of the Sales Tax, and the principal amount of bonds, if any, to be supported by the Sales Tax.

ARTICLE IV

ADMINISTRATION OF THE SALES TAX

Section 4.01 Administration.

(a) The Sales Tax must be administered and collected by the Department of Revenue in accordance with the provisions of the Act.

(b) The revenues of the Sales Tax collected under this ordinance must be remitted to the State Treasurer and credited to a fund separate and distinct from the general fund of the State. After deducting the amount of any refunds made and costs to the Department of Revenue of administering the tax, not to exceed one percent of such revenues, the State Treasurer shall distribute the revenues quarterly to the Anderson County Treasurer and the revenues must be used only for the purposes stated herein. The State Treasurer may correct misallocations by adjusting subsequent distributions, but these distributions must be made in the same fiscal year as the misallocation. However, allocations made as a result of city or county code errors must be corrected prospectively.

(c) The Department of Revenue shall furnish data to the State Treasurer and to the Anderson County Treasurer for the purpose of calculating distributions and estimating revenues. The information which must be supplied to the County upon request includes, but is not limited to, gross receipts, net taxable sales, and tax liability by taxpayers. Information about a specific taxpayer is considered confidential and is governed by the provisions of Section 12-54-240 of the Code of Laws of South Carolina 1976, as amended. Any person violating the provisions of this

section shall be subject to the penalties provided in Section 12-54-240 of the Code of Laws of South Carolina 1976, as amended.

Section 4.02 Budgeting and Appropriation of Sales Tax Proceeds.

(a) County Council shall adopt annually and prior to the beginning of each fiscal year a budget for expenditures of Sales Tax revenues. County Council may make supplemental appropriations for the Sales Tax following the same procedures prescribed for the enactment of other budget ordinances. The provisions of this section shall not be construed to prohibit the transfer of funds appropriated in the annual budget for the Sales Tax for purposes other than as specified in the annual budget when such transfers are approved by County Council. In the preparation of the annual budget, County Council may require any reports, estimates, and statistics from any county agency or department as may be necessary to perform its duties as the responsible fiscal body of the County.

(b) Any outside agencies, political subdivisions or organizations designated to receive funding from the Sales Tax must annually submit requests for funding in accordance with procedures and schedules established by the County Administrator. The County Administrator shall prepare the proposed budget for the Sales Tax and submit it to the County Council at such time as the County Council determines. At the time of submitting the proposed budget, the County Administrator shall submit to the County Council a statement describing the important features of the proposed budget.

(c) Except as specifically authorized by County Council, any outside agency or organization receiving an appropriation of the Sales Tax must provide to County Council an independent annual audit of such agency's or organization's financial records and transactions and such other and more frequent financial information as required by County Council, all in form satisfactory to County Council.

Section 4.03 Disposition of Excess Proceeds.

Amounts of Sales Tax collected in excess of the required proceeds must first be applied, if necessary, to complete each Transportation Project for which the Sales Tax was imposed. Any additional revenue collected above the specified amount must be applied to the reduction of debt principal of the County on transportation infrastructure debts only.

ARTICLE V

OTHER MATTERS

Section 5.01 Transmittal and Notification Requirements.

(a) Upon enactment of this ordinance, the Clerk to County Council is directed to provide the same to the Anderson County Board of Voter Registration and Elections with direction to provide for the submission of the Ballot Question to the electors of the County at the Referendum.

(b) The Board of Voter Registration and Elections of the County is advised that Proviso 109.15 of the State's 2024-2025 General Appropriations Act provides that it must notify the Department of Revenue of the Referendum sixty days prior to the date thereof.

Section 5.02 Authorization for Further Action.

The County Council hereby authorizes the County Administrator to take all action necessary and convenient in connection with implementing this ordinance.

Section 5.03 No Establishment of Transportation Authority.

The County has elected to impose the Sales Tax subject to a favorable Referendum as provided at Section 4-37-30(A) of the Act and elected not to create a transportation authority to use and impose tolls under Section 4-37-30(B) of the Act.

Section 5.04 Ordinance and Ballot Question are Severable.

It is hereby expressed to be the intent of County Council that if any one or more of the provisions or portions of this ordinance or the Ballot Question are determined by a court of competent jurisdiction to be contrary to law, then that specific provision or portion shall be severed from the remaining terms or portions hereof or thereof and the invalidity thereof shall in no way affect the validity of the other provisions of this ordinance or the Ballot Question. If any provisions of this ordinance or the Ballot Question shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied to any particular case in any jurisdiction or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, those circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein or therein inoperative or unenforceable or invalid to any extent whatever.

Section 5.05 General Repealer.

All prior ordinances or resolutions of County Council in conflict herewith are hereby superseded, amended, or repealed, in whole or in part, as applicable and only to the extent of such conflict. Specifically, that ordinance enacted on December 19, 2023 calling for a referendum under the Act is superseded in whole by this ordinance.

Section 5.06 Effective Date.

This ordinance shall take effect upon third and final reading thereof.

* * *

ORDAINED in meeting duly assembled this 6th day of August 2024.

ATTEST:

ANDERSON COUNTY COUNCIL

W. Russell Burns
Anderson County Administrator

Tommy Dunn, Chairman

Renee Watts
Anderson County Clerk to Council

Approved as to form:

Leon C. Harmon
Anderson County Attorney

First Reading: July 16, 2024
Second Reading: July 23, 2024
Public Hearing: August 6, 2024
Third Reading: August 6, 2024

EXHIBIT A

FORM OF BALLOT

Question 1

I approve a special sales and use tax in the amount of one percent to be imposed in Anderson County, South Carolina for not more than seven years to fund the following project or projects:

Project (1)	For improvements to highways, roads (paved and unpaved), streets, intersections, and bridges within Anderson County, South Carolina, including related drainage system improvements.	\$366,000,000
----------------	--	---------------

Yes ___

No ___

Question 2

I approve the issuance of not exceeding \$15,000,000 of general obligation bonds of Anderson County payable from the special sales and use tax described in Question 1 above, maturing over a period not to exceed seven years, to fund a portion of the projects described in Question 1 above.

Yes ___

No ___

EXHIBIT B

FORM OF NOTICE OF PUBLIC HEARING FOR REFERENDUM

NOTICE OF PUBLIC HEARING

The Board of Voter Registration and Elections of Anderson County will conduct a sales tax referendum on November 5, 2024 ordered pursuant to that ordinance entitled “AN AMENDED AND RESTATED ORDINANCE PROVIDING FOR THE IMPOSITION OF A TRANSPORTATION SALES AND USE TAX, SUBJECT TO A NOVEMBER 5, 2024 REFERENDUM, PURSUANT TO TITLE 4, CHAPTER 37 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; ORDERING A REFERENDUM IN CONNECTION THEREWITH; AND PROVIDING FOR MATTERS RELATING THERETO” enacted by the County Council of Anderson County, South Carolina on August 6, 2024. A public hearing will be held to receive oral or written comments on [Date Not Later than 15 days prior to Referendum], 2024 at 6:30 p.m. concerning the referendum. The public hearing will be held in the Council Chambers – 2nd Floor – Historic Courthouse, 101 S. Main Street, Anderson, SC 29624.

ANDERSON COUNTY, SOUTH CAROLINA

EXHIBIT C

FORM OF NOTICE OF PUBLIC HEARING FOR ORDINANCE

NOTICE OF PUBLIC HEARING

The Anderson County Council will hold a public hearing to receive oral or written comments on Tuesday, August 6, 2024 at 6:30 p.m. concerning a proposed ordinance entitled “AN AMENDED AND RESTATED ORDINANCE PROVIDING FOR THE IMPOSITION OF A TRANSPORTATION SALES AND USE TAX, SUBJECT TO A NOVEMBER 5, 2024 REFERENDUM, PURSUANT TO TITLE 4, CHAPTER 37 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; ORDERING A REFERENDUM IN CONNECTION THEREWITH; AND PROVIDING FOR MATTERS RELATING THERETO.” The public hearing will be held in the Council Chambers – 2nd Floor – Historic Courthouse, 101 S. Main Street, Anderson, SC 29624.

ANDERSON COUNTY, SOUTH CAROLINA

RESOLUTION R2024-027

A RESOLUTION EXPRESSING INTENT TO CEASE COUNTY MAINTENANCE ON AND TO AUTHORIZE COUNTY CONSENT TO JUDICIAL ABANDONMENT AND CLOSURE OF A PORTION OF BRIDGES DR DESIGNATED AS C-1-38; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Bridges Dr (the “Road”) is currently an asphalt Anderson County (the “County”) public road, designated as Anderson County Road C-1-38; and,

WHEREAS, the Road extends 2419 feet from Old Anderson Rd (SC-4-143). The portion of interest measures 1000 feet and exists on four parcels of property identified as Anderson County tax map numbers 236-00-06-010, 236-00-06-023, 236-00-06-039, and 236-00-06-010; all of which have common ownership, as shown on the map prepared by Anderson County Roads and Bridges Department on April 16, 2024 attached hereto as **Exhibit A** and incorporated herein by reference;

WHEREAS, the property owners (hereinafter collective the “Petitioners”) have requested that the County abandon said Road to deter public traffic through family land. The Petition is attached hereto as **Exhibit B** and incorporated herein by reference;

WHEREAS, the County has complied with all of its Ordinances and Regulations pertaining to cessation of County maintenance and County consent to judicial abandonment and closure of County public roads, in the case of the above referenced Road;

WHEREAS, none of the procedures undertaken by the County have revealed or reflected a need for the portion of said Road to remain under County maintenance or to remain a public road, and the County staff have recommended that the County consent to the requested abandonment and judicial closure;

WHEREAS, Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) desires to express its intent to cease County maintenance on, and to authorize County consent to judicial abandonment and closure of the Road;

WHEREAS, prior to the road, or any portion thereof, being closed, the parties in interest shall fully comply with all applicable law, including, without limitation, section 57-9-10.

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

1. Anderson County, acting by and through its County Council, consents to the judicial abandonment and closure of a 1000’ portion of Bridges Dr, C-1-38, by the property owners.

2. In the event the portion of Bridges Dr is closed by a Judicial Order, the county shall immediately cease all maintenance of this portion of the Road.
3. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
4. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
5. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this 18th day of June, 2024, in meeting duly assembled.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee D. Watts
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney



MEMORANDUM

ROADS AND BRIDGES DEPARTMENT

DATE: June 10, 2024

TO: Mr. Rusty Burns
County Administrator

FROM: Matt Hogan
Road and Bridges Manager

SUBJECT: Proposed abandonment of a 1000' portion of Bridges Dr (C-1-38)
Council District Six

Please see attachments for information on the proposed partial abandonment of Bridges Dr (C-1-38). Property owners have requested abandonment to deter unwanted traffic through their properties.

The landowner's signed petition is enclosed. The owner was provided a copy of Anderson County's Ordinance of policies and procedures for abandoning and closing public roads, as well as a written notice of their responsibility for acquiring legal ownership to the road if Council approves abandonment by resolution.

On April 23, 2024, a road closure notification sign was posted on the road. The sign was in place for 30 days on May 23, 2024.

Notification of the proposed abandonment was mailed to Emergency Service providers and Anderson School District One Transportation Department. Anderson School District has no issue with the abandonment; buses do not use the road. There was no response from Emergency Services.

Our department has conducted a thorough investigation of this road.

- Public notification signs were posted for 30 days
- There were 0 inquiries
- Portion of road is in general public use.
- Road runs from Old Anderson Rd (S-4-143) to a Cul-De-Sac.
- The asphalt road is 2419 linear feet in total and 17 feet wide; the portion to be abandoned measures 1000 linear feet.
- Prescriptive right-of-way
- Average Daily Traffic Count is 22 cars per day.

Tommy Dunn
Chairman, District 5

John B. Wright Jr.
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



MEMORANDUM

ANDERSON COUNTY DEPARTMENT NAME | PAGE 2

With the information provided, I recommend Anderson County abandon interest in this portion of Bridges Dr (C-1-38).

For your convenience, photographs and a location map are enclosed.

Enclosures

Sincerely,

Matt Hogan

Tommy Dunn
Chairman, District 5

John B Wright Jr.
Council District 1

Greg Elgin
Council District 4

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Ray Graham
V. Chairman, District 3

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



Anderson County Roads & Bridges

735 Michelin Boulevard, Anderson, SC 29625
(864) 260-4190

Roadway Abandonment Petition

*Only one signature per household will be counted

Date: April 2, 2024

I am the Contact Person for this road and will be responsible for the expedition of information between the Anderson County Roads & Bridges Engineering Section and the landowners on the proposed road.

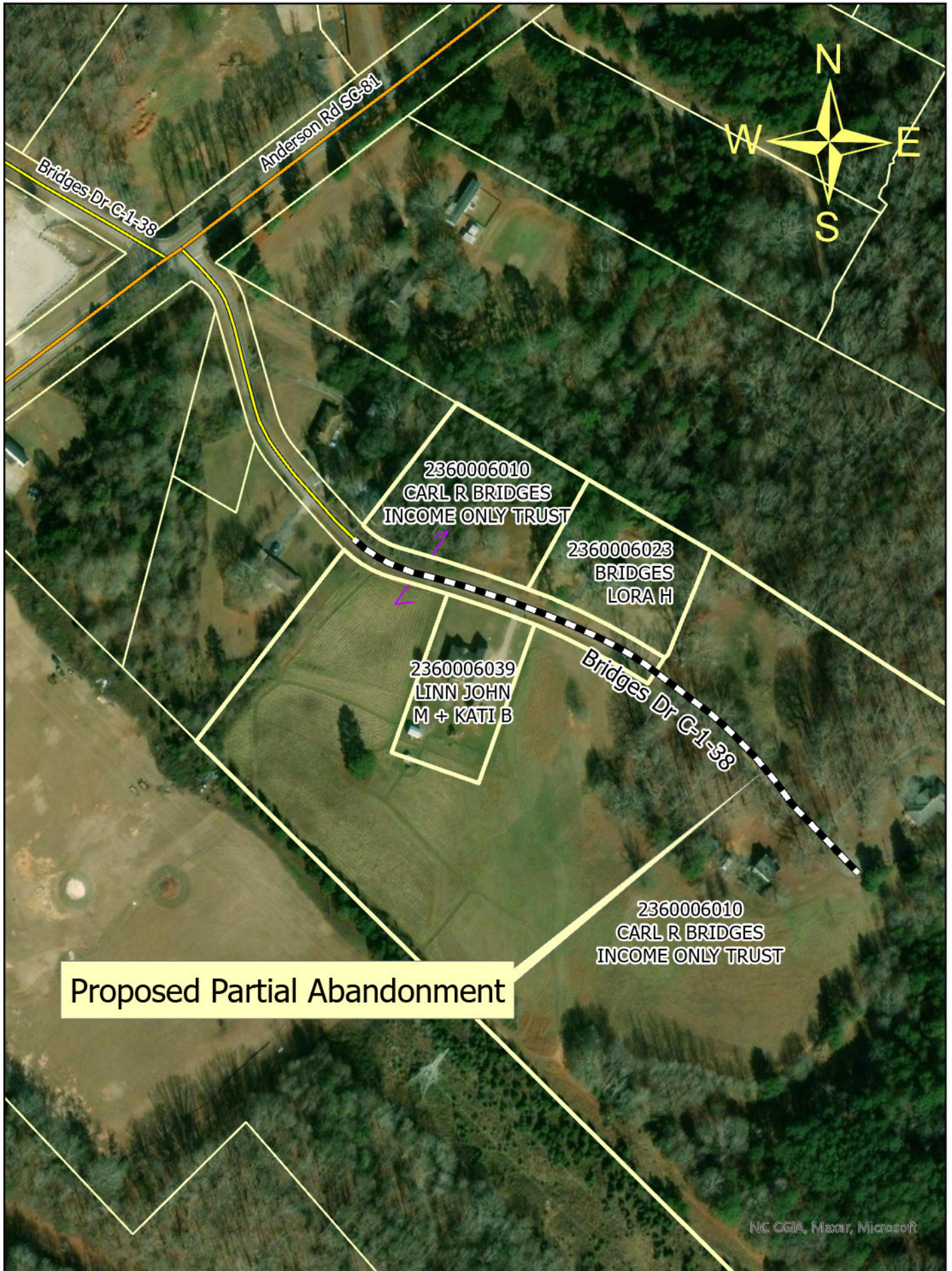
Name: Lora H. Bridges
Mailing Address: 149 Bridges Drive
City: Greenville, SC State: SC Zip: 29611
Telephone #: 864-630-0385

Road Name: Bridges Drive C-1-38 (East of 81) located in Powdersville

Reason for abandonment: This dead end road runs partially through property solely owned by immediate family. Drivers come in often seeking an outlet, a place to hide, or just to check out our property. The nearly 20 secluded acres we own here is in an irrevocable, trust and we desire to keep it private. Abandoning the road would allow us to gate our
We, the undersigned landowners, do petition Anderson County Roads & Bridges to abandon the road, or proper portion of road, named above. and post private signs.

Signature (Do not print)	Print Name	Address	Phone Number
<u>Lora H. Bridges</u>	<u>Lora Bridges</u>	<u>149 Bridges Dr. Greenville 29611</u>	<u>864-630-0385</u>
<u>Kate B. Linn</u>	<u>Kati B. Linn</u>	<u>148 Bridges Dr. Greenville 29611</u>	<u>864-666-8671</u>
<u>Leah B. Belcher</u>	<u>Leah B. Belcher</u>	<u>133 Henderson Rd. Easley 29642</u>	<u>864-436-2485</u>
<u>[Signature]</u>	<u>Borden T. Bridges</u>	<u>3015 DIAMOND MILL RD GERMANTOWN, OH 45327</u>	<u>864-430-4463</u>

Proposed Partial Abandonment of Bridges Dr C-1-38



Bridges Dr (C-1-38) Partial Abandonment

View from the beginning of proposed abandonment section



View from the end of Bridges Dr.



Shay D. Agnew

From: Benny Bridges, Jr <bridgesbe@apps.anderson1.org>
Sent: Monday, April 22, 2024 10:44 AM
To: Shay D. Agnew
Subject: [External]RE: Proposed Partial Abandonment of Bridges Dr

CAUTION: This email originated from outside of Anderson County's email system. Please do not click links or open attachments unless you recognize the sender and know the content is safe. If you have any questions, please contact the county helpdesk.

Good Morning,

This email is in response to the proposed abandonment of Bridges Dr C-1-38 to confirm that this would not have an impact on our current bus schedule. Thank you for reaching out to make us aware of this proposal.

Thanks,

Benny Bridges, Jr
Transportation Director
Anderson School District One
Transportation Office
bridgesbe@apps.anderson1.org
[864-947-8989](tel:864-947-8989) or [864-232-6619](tel:864-232-6619) Office Phone
[864-947-9881](tel:864-947-9881) Fax

From: Shay D. Agnew <sdagnew@andersoncountysc.org>
Sent: Wednesday, April 17, 2024 11:20 AM
To: bridgesbe@apps.anderson1.org
Subject: Proposed Partial Abandonment of Bridges Dr

Good morning,

This email is to notify you of the proposed abandonment of Bridges Dr C-1-38. We have received a petition requesting the closure to deter unwanted activity. Anderson County Roads & Bridges is in the process of investigating, and we would appreciate your input with any concerns you may have with this abandonment.

Attached is a map for reference.

This information was also sent to you via mail.

If you have any questions or concerns, please let me know.

Shady



April 17, 2024

Benny Bridges, Jr., Transportation Supervisor
Anderson County School District One
2001-B Easley Highway
Piedmont, South Carolina 29673

Dear Mr. Bridges:

This letter is to inform you that we have received a request to abandon approximately the last 900' of Bridges Dr (C-1-38).

We would appreciate your input as to how, if any, this closure might impact bus routing on this road. We would appreciate a response within 30 days.

Thank you in advance for your assistance with this matter. You may contact me via email at wmhogan@andersoncountysc.org if you desire.

Sincerely,

Matt Hogan | ROADS AND BRIDGES DEPARTMENT
Roads and Bridges Manager

Tommy Dunn
Chairman, District 5

John B. Wright Jr.
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



April 17, 2024

Jimmy Ray Sutherland, Fire Chief
Anderson County Fire Department
210 McGee Road
Anderson, South Carolina 29625

Dear Chief Sutherland:

We have received a request to abandon approximately the last 900' of Bridges Dr (C-1-38).

We would appreciate as to how, if any, this closure might impact emergency vehicle response to neighboring citizens. A response from you within 30 days regarding this matter would be greatly appreciated. If this closure has no effect, we will proceed with the abandonment process.

Thank you in advance for your assistance with this matter. You may contact me via email at wmhogan@andersoncountysc.org if you desire.

Sincerely,

A handwritten signature in blue ink that reads "Matt Hogan".

Matt Hogan | ROADS AND BRIDGES DEPARTMENT
Roads and Bridges Manager

Tommy Dunn
Chairman, District 5

John B. Wright Jr.
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



April 17, 2024

Corey McDowell, Fire Chief
Powdersville Station #7
10600 Anderson Rd
Easley, SC 29642

Dear Chief McDowell:

We have received a request to abandon approximately the last 900' of Bridges Dr (C-1-38). We would appreciate as to how, if any, this closure might impact emergency vehicle response to neighboring citizens. A response from you within 30 days regarding this matter would be greatly appreciated. If this closure has no effect, we will proceed with the abandonment process.

Thank you in advance for your assistance with this matter. You may contact me via email at wmhogan@andersoncountysc.org if you desire.

Sincerely,

A handwritten signature in blue ink that reads "Matt Hogan". The signature is written in a cursive, flowing style.

Matt Hogan | ROADS AND BRIDGES DEPARTMENT
Roads and Bridges Manager

Tommy Dunn
Chairman, District 5

John B. Wright Jr.
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



TO: Administration

FROM: J. Stone Fleet Manager

DATE: 7.9.2024

RE: Donation Request

Fleet Services has been requested to donate a vehicle able to transport 6 persons to Love-Well Ministries a non-profit. The following vehicle is vehicle available for donation. A Chevy Suburban 1500 with 230,103 miles. Vin# 1GNSKHE34BR155323 Estimated Value of \$7,500 dollars.



Thanks. J Stone Fleet Manager



**Anderson County Central Services Division
Purchasing Department**

To: Mr. Rusty Burns

From: Robert E. Carroll

Date: 7/10/2024

Subject: Staff Recommendation for RFP #24-039

The Anderson County Purchasing Department advertised for and sent out a Request for Proposals for a Company to Provide Solid Waste Contracted Hauling and Services. The County received three responses by the due date of June 13th. Three individuals then evaluated the firms based on the evaluation criteria included in the RFP. Staff unanimously recommends that the County award the Contract to Waste Connections of South Carolina, Inc.



WASTE CONNECTIONS
Connect with the Future

ORIGINAL

Proposal Date:

June 13, 2024 at 11:00 AM

Proposal Title:



RFP# 24-039

Solid Waste Contracted Hauling and Services

Bidder:

Waste Connections of South Carolina, Inc
1010 Rogers Bridge Rd
Duncan, SC 29334

Contact:

Pamela Stine, District Manager
C: 717-659-4544
E: pamela.stine@wasteconnections.com



RFP #24-039 Price List

<u>Description</u>	<u>Cost</u>
Compactor Receiver	\$ <u>140.00</u> per pull/No Rental Fee
Pre-Crusher Receiver	\$ <u>140.00</u> per pull/No Rental Fee
40 Yard Container	\$ <u>140.00</u> per pull/No Rental Fee
30 Yard Container	\$ <u>140.00</u> per pull/No Rental Fee
20 Yard Container	\$ <u>140.00</u> per pull/No Rental Fee
Self-Contained Compactor	\$ <u>140.00</u> per pull \$ <u>480.00</u> Rental Fee
8 Yard Container	\$ <u>114.00</u> per Month(1 time a week) No Rental Fee
8 Yard Container	\$ <u>201.00</u> per Month(2 times a week)No Rental Fee
8 Yard Container	\$ <u>285.00</u> per Month(3 times a week)No Rental Fee
6 Yard Container	\$ <u>85.00</u> per Month(1 time a week) No Rental Fee
4 Yard Container	\$ <u>65.00</u> per Month(1 time a week) No Rental Fee

Note: 8, 6 & 4 yard containers can include price of disposal so that Hauler does not have to skip other stops in the area or the Hauler can pick up all of these County containers and dispose of them at Anderson Regional Landfill in which Anderson County will pay the disposal costs.

Note: The truck driver will break down the receiver box away, pull it forward, diaper it up and proceed to the disposal facility. Solid Waste Employees will pick up any trash that falls to the ground and will fit into the charge box. This is only after the driver has left with the receiver box. Any trash that cannot fit into the charge box will be picked up by the truck driver when they get back and they will place it into the empty receiver box per safety requirement.



**Anderson County Central Services Division
Purchasing Department**

To: Mr. Rusty Burns

From: Robert Carroll

Date: 07/10/2024

Re: Bid #24-040

Anderson County received bids on June 20th for the Agnew and Craytonville Convenience Centers Project. We had two (2) contractors to submit a bid. Per the S. C. Code of Laws, the apparent low bidder, S & S Construction, Inc. doesn't have the required licenses to serve as the sole prime contractor for this project. County staff recommends award to J. Davis Construction, New Terrain Grading Division. The total price is \$302,466.09. Staff is requesting approval of the bid at this time.

Anderson County Purchasing Department Bid Tabulation

BID #24-040 AGNEW & CRAYTONVILLE IMPROVEMENT

VENDOR	BOND	Total Cost
1	S & S CONSTRUCTION	\$289,971.00
2	J DAVIS/NEW TERRAIN	# 302,466.09 \$301,024.89
3	QUALITY AIR	NO RESPONSE
4	MILLERS CONSTRUCTION	NO RESPONSE
5	STERLING	NO RESPONSE
6	SC Foothills	NO RESPONSE
7	EARTH MATERIALS	NO RESPONSE
8	GLENN CONSTRUCTORS	NO RESPONSE
9	HOGAN CONSTRUCTION	NO RESPONSE
10	SOUTHERN CONCRETE	NO RESPONSE
11		
12		
13		
14	AWARD TO:	J Davis / New Terrain Grading

**SECTION IV
ADDENDUM A
BASE BID FORM**

AGNEW AND CRAYTONVILLE CONVENIENCE CENTERS IMPROVEMENTS

Name of Party submitting the Bid: J. Davis Construction, New Terrain Grading Division

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:

Item	Description	Quantity	Unit	AGNEW CONVENIENCE CENTER IMPROVEMENT		CRAYTONVILLE CONVENIENCE CENTER IMPROVEMENT	
				Unit Price	Subtotal Cost	Unit Price	Subtotal Cost
1	Mobilization and Demobilization	1	LS	6,667.76	6,667.76	6,878.47	6,878.47
2	Gravel Removal	1	LS	12,707.00	12,707.00	14,193.42	14,193.42
3	Field Engineering and Survey	1	LS	5,613.24	5,613.24	5,598.50	5,598.50
4	Quality Control	1	LS	8,015.10	8,015.10	8,000.36	8,000.36
5	Record Documents	1	LS	3,811.85	3,811.85	3,797.11	3,797.11
6	Earthwork - Unsuitable Materials	40	CY	36.03	720.56	36.03	720.56
7	8-inch Concrete Pavement w/WWF	1	LS	67,755.25	67,755.25	62,840.73	62,840.73
8	Asphalt Removal and Paving (only Agnew CC)	1	LS	13,713.50	13,713.50		
9	Concrete Curb	1	LS	12,011.57	12,011.57	15,346.08	15,346.08
10	Erosion and Sediment Control	1	I.S	9,150.83	9,150.83	9,949.16	9,949.16
11	Revegetation	1	LS	3,091.30	3,091.30	3,076.56	3,076.56
12	Contingency Allowance (10% of Items 1 through 11)	1	LS		14,325.80		13,040.10
	Subtotal (Each Site)			142,573.46	157,583.80	129,716.46	143,441.09
	BASE BID (BOTH SITES) TOTAL			\$ 301,024.89			
	BASE BID (BOTH SITES) TOTAL IN WORDS	Three hundred one thousand 25 dollars and eighty nine cents.					

The above unit prices shall include all labor, materials, overhead, profit, insurance, and any other direct or indirect costs necessary for finished work of the several kinds described by the Bid Documents, such that all work is complete and fully functional.



To: Mr. Rusty Burns

From: Robert E. Carroll

Date: 7/10/2024

Subject: Staff Recommendation for Bid #24-041

The Anderson County Purchasing Department advertised for and sent out a Request for Bids for companies to provide Hourly Rates and Material Mark-up Percentage for the annual Flooring Contract. The County received one response by the due date of June 27th. Staff recommends that the County award the Contract to Harris Carpet & Linoleum, Inc. of Anderson, S.C.

EXHIBIT B

**ANDERSON COUNTY HOURLY RATES and MATERIAL MARK-UP PERCENTAGE
for CONTRACT FLOORING
BID FORM**

Name of Party submitting the Bid: Harris Carpets & Linoleum Inc

To: Purchasing Manager for Anderson County

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

Bid: HOURLY RATES and MATERIAL MARK-UP PERCENTAGE CONTRACT FLOORING

Bid No.: 24-041

Bid Price for Hourly Rates and Material Mark-up percentage for Contract Flooring

Hourly Rate for General Laborer	\$ 55
Hourly Rate for After Hours & Weekend for General Labor	\$ 85
Hourly Rate for Supervisor	\$ 60
Hourly Rate for After Hours & Weekend for Supervisor	\$ 90
Material Mark-Up	20 %
Equipment Mark-Up	20 %

****** RATES MUST HOLD FIRM FOR PERIOD RUNNING THROUGH June 30, 2027**

****** ANDERSON COUNTY RESERVES THE RIGHT TO AWARD TO MULTIPLE BIDDERS, AS NEEDED.**



To: Mr. Rusty Burns

From: Robert E. Carroll

Date: 7/10/2024

Subject: Staff Recommendation for Bid #24-042

The Anderson County Purchasing Department advertised for and sent out a Request for Bids for companies to provide Hourly Rates and Material Mark-up Percentage for the annual Landscape Installation Contract. The County received one response by the due date of June 27th. Staff recommends that the County award the Contract to Marjo Lawn Service LLC of Iva, S.C.

EXHIBIT B

**ANDERSON COUNTY HOURLY RATES and MATERIAL MARK-UP PERCENTAGE
for LANDSCAPE INSTALLATION
BID FORM**

Name of Party submitting the Bid: Manjo Lawn Service LLC

To: Purchasing Manager for Anderson County

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

**Bid: HOURLY RATES and MATERIAL MARK-UP PERCENTAGE LANDSCAPE
INSTALLATION**

Bid No.: 24-042

Bid Price for Hourly Rates and Material Mark-up percentage for Landscape Installation:

Hourly Rate for General Laborer	\$ <u>85</u>
Hourly Rate for After Hours & Weekend for General Labor	\$ <u>150</u>
Hourly Rate for Supervisor	\$ <u>200</u>
Hourly Rate for After Hours & Weekend for Supervisor	\$ <u>300</u>
Material Mark-Up	<u>40</u> %
Equipment Mark-Up	<u>50</u> %

****** RATES MUST HOLD FIRM FOR PERIOD RUNNING THROUGH June 30, 2027**

****** ANDERSON COUNTY RESERVES THE RIGHT TO AWARD TO MULTIPLE
BIDDERS, AS NEEDED.**



To: Mr. Rusty Burns

From: Robert E. Carroll

Date: 7/10/2024

Subject: Staff Recommendation for Bid #24-043

The Anderson County Purchasing Department advertised for and sent out a Request for Bids for companies to provide Hourly Rates and Material Mark-up Percentage for the annual Tree Work Contract. The County received one response by the due date of June 27th. Staff recommends that the County award the Contract to Athens Tree Service Inc. of Belton, S.C.

EXHIBIT B

**ANDERSON COUNTY HOURLY RATES and MATERIAL MARK-UP PERCENTAGE
for TREE WORK
BID FORM**

Name of Party submitting the Bid: Athens Tree Service, Inc

To: Purchasing Manager for Anderson County

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

Bid: HOURLY RATES and MATERIAL MARK-UP PERCENTAGE TREE WORK

Bid No.: 24-043

Bid Price for Hourly Rates and Material Mark-up percentage for Tree Work:

Hourly Rate for General Laborer	\$ <u>125.00</u>
Hourly Rate for After Hours & Weekend for General Labor	\$ <u>187.50</u>
Hourly Rate for Supervisor	\$ <u>200.00</u>
Hourly Rate for After Hours & Weekend for Supervisor	\$ <u>300.00</u>
Equipment Mark-Up	<u>0</u> %

****** RATES MUST HOLD FIRM FOR PERIOD RUNNING THROUGH June 30, 2027.**

****** ANDERSON COUNTY RESERVES THE RIGHT TO AWARD TO MULTIPLE BIDDERS, AS NEEDED.**



AGENDA

Public Safety Committee Meeting
Thursday, July 11, 2024, 5:30 pm
101 South Main Street, Anderson, SC
Administrator's Conference Room, 2nd Floor
Chairman Greg Elgin, Presiding

- 1. CALL TO ORDER** Chairman Greg Elgin
- 2. INVOCATION & PLEDGE OF ALLEGIANCE** Hon. Brett Sanders
- 3. MEDSHORE AMBULANCE SERVICE UPDATE:** Ms. Rhonda Brooks
- 4. EMERGENCY MANAGEMENT REVIEW:** Mr. Josh Hawkins
- 5. EMS UPDATE:** Mr. Don McCown
- 6. “ROCK THE COUNTRY” UPDATE:** Mr. Cory Freeman
- 7. CITIZEN COMMENTS**
- 8. ADJOURNMENT**

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



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 6

Mai/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:

Connect Powdersville

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

\$7,500

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

Community Event - Rhythm on the River

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: **Johnny Harvin**

Mailing Address: 213 Three Bridges Rd, Greenville, SC 29611

Phone Number: 864-295-8525

Email: johnny.harvin.tz1g@statefarm.com

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

We will be raising more funds through sponsorships as we are able.

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


Signature

Johnny Harvin
Print Name

6/26/2024
Date



ANDERSON COUNTY
SOUTH CAROLINA

RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 1-7

Mail/Email/Fax to:
Anderson County Council Clerk
P.O. Box 8002, Anderson, SC 29632
rdwatts@andersoncountysc.org
Fax: 864-260-4356

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District

Glenn A. Davis
Council District 2

Greg Egin
Council District 3

Jimmy Davis
Council District 1

Cindy Wilson
Council District 7

James Wells
Chief of Council

Busty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:

Dude Chat

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

\$4000.00

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

Tennis, Activities, Operating Costs

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

Yes we are in good standing

5. Contact Person: Breck Elder

Mailing Address: 103 Cherry Tree Ct., Anderson, SC 29621

Phone Number: 864-999-4739

Email: belder@eysm.com

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

Not at this time, work in progress

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

Signature

Breck Elder

Print Name

7/3/24

Date



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: ALL

Mail/Email/Fax to:

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

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Greg Elgin
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:

Vets Helping Vets Anderson

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

\$ 10,000.00

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

Building Fund

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: GARY COOPER

Mailing Address: PO BOX 265, Anderson, SC 29622

Phone Number: 864-350-4391

Email: rawsum1947@yahoo.com

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

Entity will NOT be providing matching funds.

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

Gary Cooper
Signature

GARY COOPER
Print Name

07/01/2024
Date



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

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

Mai/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

- Name of entity requesting recreation fund appropriation:
American Red Cross Upstate South Carolina Chapter
- Amount of request (If requesting funds from more than one district, annotate amount from each district):
\$2,000
- The purpose for which the funds are being requested:
Support of tennis tournament with proceeds to be used toward Red Cross services in Anderson County.
- Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
Yes. Documentation of exempt status from SC Sec of State's office attached.
- Contact Person: Jamie Raichel, Executive Director
Mailing Address: 940 Grove Road, Greenville, SC 29605
Phone Number: 864 399 4046
Email: jamie.raichel@redcross.org
- Statement as to whether the entity will be providing matching funds:
Tournament sponsorships will provide matching funds.

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

Jamie Raichel
Signature

Jamie Raichel
Print Name

7/2/2024
Date



ANDERSON COUNTY
SOUTH CAROLINA

RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 4

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:
Pendleton Masonic Lodge.
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): *District 4. Maximum Availability*
3. The purpose for which the funds are being requested:
Building Renovation, Handicap accessibility.
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: *Charley Hill*
Mailing Address:
Phone Number: *843 300 2226*
Email: *charleyhillsc@gmail.com*
6. Statement as to whether the entity will be providing matching funds:
No

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.

Charley Hill

Signature

Charley Hill

Print Name

12 June 2024

Date



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 7

Mail/Email/Fax to:

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

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

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:

Watkins Community Center, Inc

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

\$ 1,500.00

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

Assist in covering expenses for upcoming (July 2024) Childrens Theater Camp.

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:

J. A. Young

Mailing Address:

104 Hillcrest Circle, Honoe Path, SC 29654

Phone Number:

864-214-6586

Email:

J.allard.young@gmail.com

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

Yes

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

Signature

J. Allard Young

Print Name

06-06-2024

Date



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:

Anderson County Foster Parent Association

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

No less than \$500.00 from each district if possible

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

for the purpose of serving the entire fostering community in Anderson - include: kinship, adoption, & foster families

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: *Cammy Clacy*

Mailing Address: *617 Wright School Rd Belton SC 29627*

Phone Number: *864 378-2056*

Email: *AndersonSCFPA@gmail.com*

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

Not at this time.

I certify that the foregoing 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.

Cammy Clacy
Signature

Cammy Clacy
Print Name

6/9/24
Date



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 3

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:

AIM (Anderson Interfaith Ministries)

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

any amount

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

handicap ramps + repairs

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: Stephanie Moorhead

Mailing Address: PO Box 1136 Anderson SC 29622

Phone Number: 864-965-9041

Email: stephanie.moorhead@aimcharity.org

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

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


Signature

Stephanie Moorhead
Print Name

7/2/24
Date

Anderson County Building & Codes
Monthly Activity Report
Jun-24

Total Number Permit Transactions:	<u><u>934</u></u>
<i>New Single Family:</i>	<u>92</u>
<i>New Multi-Family:</i>	<u> </u>
<i>Residential Additions/Upgrades:</i>	<u>16</u>
<i>Garages/Barns/Storage:</i>	<u>40</u>
<i>New Manufactured Homes:</i>	<u>16</u>
<i>New Commercial:</i>	<u>8</u>
<i>Commercial Upfits/Upgrades:</i>	<u>3</u>
<i>Courtesy Permits/Fees Waived:</i>	<u>2</u> <small>(See Attached)</small>

Inspection Activity:

<i>Citizens Inquiries:</i>	<u>74</u> <small>(Includes Updating Sub-Standard Cases)</small>
<i>(New & Follow Up; Includes Sub-Standard Housing /Mobile Homes)</i>	
<i>Tall Grass Complaints (New and Follow Ups):</i>	<u> </u>
<i>Number of Scheduled Building Inspections Performed (# of Site Visits):</i>	<u>888</u>
<i>Courtesy, Site and Miscellaneous Inspections:</i>	<u>8</u>
<i>Manufactured Home Inspections:</i>	<u>64</u>
Total Number of Inspections (Site Visits) for Department:	<u><u>1034</u></u>

Reviews/Misc. Activity:

<i>Plans Reviewed:</i>	<u>99</u> <small>(Includes preliminary consultations, resubmittals and solar)</small>
<i>Mech/Elec/Plumb Reviews:</i>	<u>34</u> <small>(Includes residential solar)</small>
<i>New Derelict Manufactured Home Cases:</i>	<u>0</u>
<i>Hearings:</i>	<u> </u>
<i>Court Cases:</i>	<u>0</u>

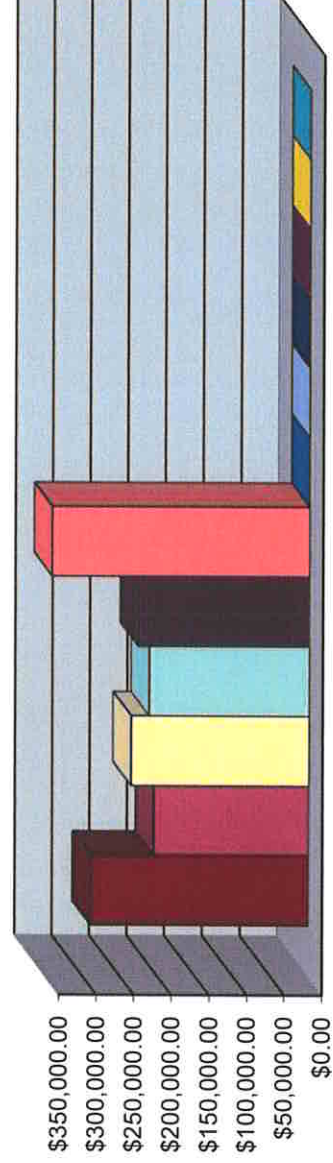
Revenue Collected:

<i>Reinspection Fees Collected:</i>	<u>\$150.00</u>
<i>Plan Review Revenue:</i>	<u>\$135,616.40</u>
Total Revenue For The Month:	<u><u>\$342,492.40</u></u>

Anderson County Building & Codes Permit Revenue for 2024

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	\$192,973.00	\$25,272.00	\$22,739.00	\$16,167.00	\$5,891.00	\$600.00	\$600.00	\$26,000.50	\$290,242.50
February	\$116,368.60	\$31,453.00	\$12,527.00	\$21,322.00	\$6,897.00	\$900.00	\$600.00	\$16,361.70	\$206,429.30
March	\$154,942.20	\$27,947.50	\$14,090.00	\$17,926.00	\$8,050.00	\$150.00	\$600.00	\$12,678.50	\$236,384.20
April	\$125,576.60	\$20,843.00	\$10,152.00	\$21,298.00	\$5,307.00	\$500.00	\$1,425.00	\$27,418.25	\$212,519.85
May	\$125,163.80	\$28,983.00	\$16,049.00	\$20,935.50	\$7,130.00	\$900.00	\$675.00	\$27,436.60	\$227,272.90
June	\$137,794.00	\$30,402.00	\$15,899.00	\$16,058.00	\$4,698.00	\$1,350.00	\$525.00	\$135,766.40	\$342,492.40
July									\$0.00
August									\$0.00
September									\$0.00
October									\$0.00
November									\$0.00
December									\$0.00
Total	\$852,818.20	\$164,900.50	\$91,456.00	\$113,706.50	\$37,973.00	\$4,400.00	\$4,425.00	\$245,661.95	\$1,515,341.15

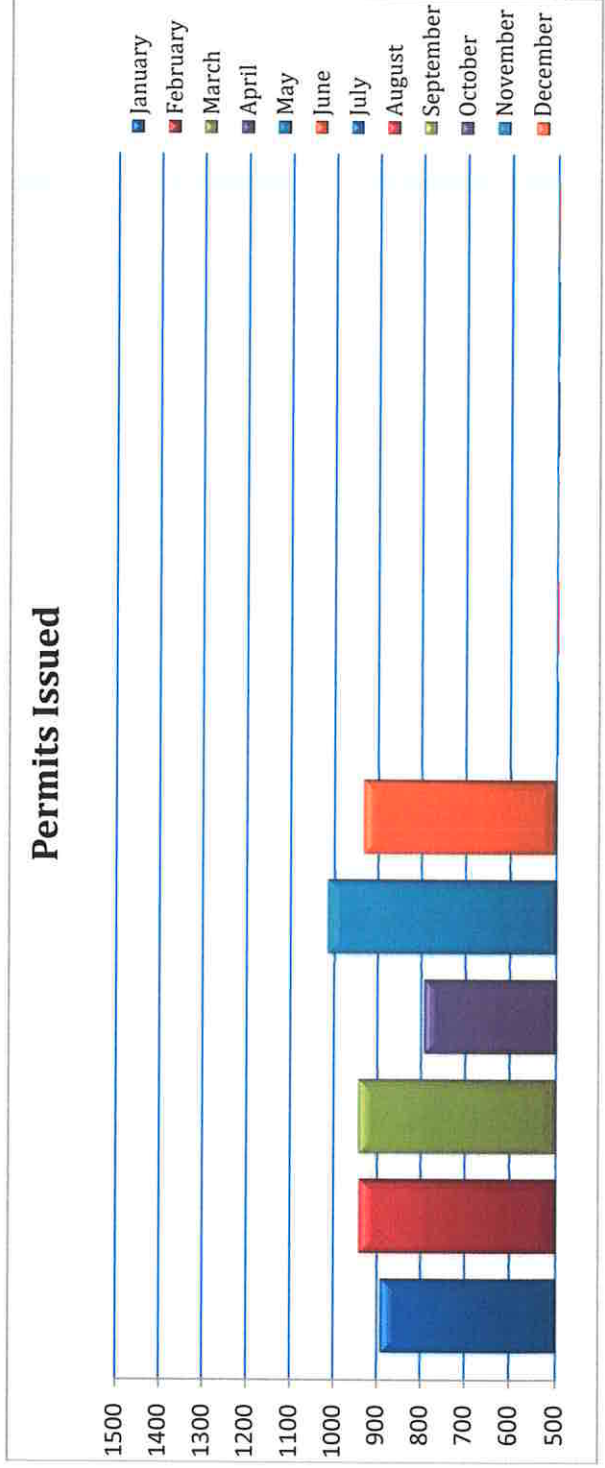
Permit Revenue



- January
- February
- March
- April
- May
- June
- July
- August
- September
- October
- November
- December

Anderson County Building & Codes Permits Issued for 2024

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	221	248	140	146	91	10	8	28	892
February	254	258	145	146	84	12	8	35	942
March	256	271	145	154	81	2	8	27	944
April	215	221	104	122	75	7	19	31	794
May	259	280	160	156	95	22	9	34	1015
June	257	284	142	135	54	18	7	37	934
July									0
August									0
September									0
October									0
November									0
December									0
Total	1462	1562	836	859	480	71	59	192	5521



F.W. DODGE BUILDING STATISTICS
 Toll-Free Phone: 877-489-4092 Fax: 800-892-7470

REPORT OF BUILDING OR ZONING PERMITS ISSUED AND LOCAL PUBLIC CONSTRUCTION

For the month of: **Jun-24**

If your building permit system has changed, mark (X) in the appropriate place below
 Discontinued issuing permits
 Merged with another system
 Split into two or more systems
 Annexed land areas
 Had other changes

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

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

PLEASE RETURN THE WEEK OF:

Section 1	NEW RESIDENTIAL	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
Single-Family houses, detached <i>Exclude mobile homes</i>	101	92	92	\$25,867,061				
Single-family houses, attached - Separated by ground to roof wall, - No units above or below, and - Separate heating systems & utility meters	102							
Two-family buildings	103							
Three-and four-family buildings	104							
Five-or-more family buildings	105							
TOTAL: Sum of 101-105	109	92	92	\$25,867,061	0	0	\$0.00	

Section 2	NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
Hotels, motels, and tourist cabins <i>(transient accommodations only)</i>	213							
Other non-housekeeping shelter	214							

Section 3	NEW NONRESIDENTIAL BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
Amusement, social, and recreational	318							
Churches and other religious	319							
Industrial	320							
Parking garages (buildings & open decked)	321							
Service stations and repair garages	322	1		\$2,505,032				
Hospitals and institutional	323							
Offices, banks, and professional	324	1		\$2,622,719				
Public works and utilities	325							
Schools and other educational	326							
Stores and customer services	327	5		\$3,575,692				
Other nonresidential buildings	328	21		\$757,721				
Structures other than buildings	329	13		\$790,595				

Section 4	ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
Residential - <i>Classify additions of garages and carports in Item 438</i>	434	16		\$785,871				
Nonresidential and non-housekeeping	437	3		\$933,845				
Additions of residential garages and carports (attached and detached)	438	19		\$958,972				

Section 5	DEMOLITIONS AND RAZING OF BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
Single-family houses (attached and detached)	645	7						
Two-family buildings	646							
Three-and four-family buildings	647							
Five-or-more family buildings	648							
All other buildings, structures or mobile homes	649	12						

PERMIT #	ISSUE DATE	COST	OWNER NAME	MOD DESCRIPTION
MOD 702	COURTESY PERMIT/NO CHARGE			
202406206	6/05/2024	1,200.00	TTI CONSUMER POWER TOOLS INC	TEMP POWER FOR OFFICE TRAILER
202406290	6/13/2024	2.00	HONEA PATH TOWN OF	PICNIC SHELTER

TOTALS : 2 1,202.00

All Project Report - June 30th 2024

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

Prepared by: Amy Merritt
Date: 7-2-24

Committed	\$2,213,998.59
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Certified by: Neil Carney
Date: 7-11-24
NWC

AVAILABLE	\$56,843.45
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Approved Date	Project	Projects/Towns-Cities/Other		Total Spent to Date	Completion Date
		Scope	Appropriated Amount		
08/07/18	Townville Fire Department	Pave Parking Lot	\$10,000.00	\$1,600.00	04/30/19
08/07/18	Town of Honea Path	Paving	\$48,000.00	\$19,946.09	
08/07/18	Town of Pelzer	Paving	\$17,000.00	\$6,676.35	
08/07/18	Town of West Pelzer	Paving	\$25,000.00	\$25,000.00	
08/07/18	Town of Williamston	Paving	\$52,000.00	\$52,000.00	
08/21/18	School District Road in D6	Paving	\$0.00	\$0.00	
10/02/18	Mental Health Parking Lot	Pave Parking Lot	\$23,158.55	\$23,158.55	
10/04/18	C-Fund Matching Funds	Paving	\$315,000.00	\$315,000.00	Transfer complete
11/07/18	Road Improvement Plan	See Below	\$1,723,840.04	\$2,224,750.68	
Totals:			\$2,213,998.59	\$2,668,131.67	

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

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

District 5 Paving Report

Through June 30th, 2024

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

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

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

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

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of June 30th, 2024

Prepared By: Amy Merritt
Roads and Bridges
Date

Amy Merritt
July 2, 2024

Certified By: Neil Carney
Date

Neil Carney
7-11-24

District 6 Paving Report

Through June 30th, 2024

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

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

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

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

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of June 30th, 2024

Prepared By: Amy Merritt Roads and Bridges
Date

Amy Merritt
July 2, 2024

Certified By: Neil Carney Neil Carney
Date

 NC
 7.1.24

June 30, 2024

DISTRICT 1 - SPECIAL PROJECTS
 560301 528600
 FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	15,313.23
07/18/23	07/28/23	6209	American Red Cross	(2,000.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(1,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(1,000.00)
09/05/23	09/13/23	20163	Anderson Crime Stoppers (P3 Tips Website)	(500.00)
09/05/23	09/13/23	20174	Anderson University (Bass Fishing Club)	(3,750.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(1,500.00)
09/19/23	09/27/23	20636	Community Workshop Choir (Historical Marker)	(500.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(500.00)
09/19/23	09/27/23	20765	T L Hanna Band Aides Inc. (Transportation for Competitions)	(6,156.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
11/07/23	11/15/23	22198	Anderson Area YMCA (Reindeer Run)	(3,000.00)
11/07/23	11/15/23	22031	Anderson Free Clinic (Festival of Trees)	(1,500.00)
11/07/23	11/15/23	22087	First Light (Support Survivors of Sexual Assault)	(1,000.00)
11/21/23	11/29/23	22369	Anchored in His Grace Ministry (Christmas Feed)	(500.00)
11/21/23	11/29/23	22508	Zone Service (Christmas toys for Children)	(200.00)
12/05/23	12/13/23	22782	Anderson Lights of Hope (Marketing Promotion-30th Anniversary)	(1,000.00)
12/05/23	12/13/23	22761	Hejaz Shrine Circus (Special Needs Children & Families)	(500.00)
12/19/23	01/03/24	23112	Broadway Fire Department	(5,000.00)
12/19/23	01/03/24	23097	Anderson Area Touchdown Club	(2,000.00)
12/19/23	01/03/24	23193	Palmetto Knights	(500.00)
01/02/24	01/17/24	23551	Anderson County Foster Parent Association	(500.00)
01/02/24	01/17/24	23740	United Negro College Fund	(1,000.00)
01/02/24	01/17/24	23751	Westside Community Center	(1,000.00)
01/16/24	01/24/24	23926	WLS Foundation	(2,000.00)
02/06/24	02/14/24	24414	Junior League of Anderson County	(500.00)
02/06/24	02/21/24	24584	Piedmont Community Alliance	(500.00)
02/20/24	02/28/24	24750	Pendleton Recreation Association	(1,000.00)
03/05/24	03/13/24	25141	Love Well Ministries, Inc.	(500.00)
04/16/24	04/29/24	26351	Vets Helping Vets	(1,000.00)
05/07/24	05/15/24	26730	Anderson Jet Track Club	(800.00)
05/07/24	05/15/24	26818	Just Jeanie Media	(500.00)
05/07/24	05/15/24	26833	Men at Work	(400.00)
05/21/24	05/29/24	27339	Zone Services	(2,000.00)
06/18/24	06/28/24	27938	Celebrate Special Families	(1,000.00)
06/18/24	06/28/24	28017	Iva Recreation	(1,000.00)
			Ending Balance	8,507.23

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

Rita Davis

Renee Watts, Clerk to Council

Rita Davis, CFO

 DATE:

DATE: July 11, 2024

June 30, 2024

DISTRICT 2 - SPECIAL PROJECTS
560302 528600
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	31,236.02
06/20/23	07/18/23	6023	Friends of Broadway Lake	(1,250.00)
07/18/23	07/28/23	6209	American Red Cross	(1,000.00)
07/18/23	07/28/23	6375	Homeland Park Community	(1,500.00)
07/18/23	07/28/23	6376	Homeland Park Fire	(2,500.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(1,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(2,500.00)
09/05/23	09/13/23	20163	Anderson Crime Stoppers (P3 Tips Website)	(500.00)
09/05/23	09/13/23	20235	Foothills Community Health Care (Patient Pharmacy Fund)	(1,500.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(500.00)
09/19/23	09/27/23	20636	Community Workshop Choir (Historical Marker)	(500.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(2,000.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(1,500.00)
10/17/23	10/25/23	21483	Broadway Fire (Roof Repairs)	(5,000.00)
11/07/23	11/15/23	22198	Anderson Area YMCA (Reindeer Run)	(1,000.00)
11/07/23	11/15/23	22031	Anderson Free Clinic (Festival of Trees)	(2,500.00)
11/07/23	11/15/23	22087	First Light (Support Survivors of Sexual Assault)	(1,000.00)
11/07/23	11/15/23	22111	Just Jeanie Media Foundation (Educational Programs)	(1,000.00)
11/21/23	11/29/23	22369	Anchored in His Grace Ministry (Christmas Feed)	(500.00)
11/21/23	11/29/23	22508	Zone Service (Chirtmas toys for Children)	(1,000.00)
12/05/23	12/13/23	22782	Anderson Lights of Hope (Marketing Promotion-30th Anniversary)	(1,000.00)
12/05/23	12/13/23	22761	Hejaz Shrine Circus (Special Needs Children & Families)	(500.00)
12/19/23	01/03/24	23193	Palmetto Knights	(500.00)
01/02/24	01/17/24	23551	Anderson County Foster Parent Association	(1,000.00)
01/02/24	01/17/24	23740	United Negro College Fund	(1,000.00)
01/02/24	01/17/24	23751	Westside Community Center	(1,000.00)
01/16/24	01/24/24	23926	WLS Foundation	(500.00)
02/06/24	02/14/24	24414	Junior League of Anderson County	(500.00)
02/06/24	02/21/24	24584	Piedmont Community Alliance	(500.00)
02/20/24	02/28/24	24750	Pendleton Recreation Association	(500.00)
03/05/24	03/13/24	25141	Love Well Ministries, Inc.	(500.00)
03/19/24	03/27/24	25425	Anderson Area Clemson Club	(333.33)
04/02/24	04/10/24	25779	Palmetto Middle School Robotics Team-Check made payable to ASD #1	(500.00)
04/16/24	05/01/24	26487	SC State University	(2,500.00)
05/07/24	05/15/24	26730	Anderson Jet Track Club	(2,500.00)
05/07/24	05/15/24	26818	Just Jeanie Media	(1,000.00)
05/07/24	05/15/24	26833	Men at Work	(1,000.00)
05/21/24	05/29/24	27339	Zone Services	(2,000.00)
05/21/24	05/29/24	27236	Friends of Broadway Lake	(1,250.00)
06/04/24	06/12/24	27605	GAMAC	(500.00)
06/04/24	06/12/24	27601	Foothills Community Health Care	(2,500.00)
06/28/24			Homeland Park Fire Department	(2,000.00)
			Ending Balance	18,402.69

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

Rita Davis

Renee Watts, Clerk to Council

DATE:

Rita Davis, CFO

DATE: July 11, 2024

June 30, 2024

DISTRICT 3 - SPECIAL PROJECTS
560303 528600
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	18.89
06/20/23	07/18/23	6023	Friends of Broadway Lake	(1,250.00)
07/18/23	07/28/23	6209	American Red Cross	(500.00)
07/18/23	07/28/23	6252	Belton Area Museum	(1,000.00)
07/18/23	07/28/23	6251	Belton Center for the Arts	(500.00)
08/01/23	08/10/23	19417	Starr Fire Department	(500.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(250.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(500.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(500.00)
09/05/23	09/13/23	20163	Anderson Crime Stoppers (P3 Tips Website)	(500.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(500.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(500.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(500.00)
11/21/23	11/29/23	22369	Anchored in His Grace Ministry (Christmas Feed)	(250.00)
11/21/23	11/29/23	22508	Zone Service (Chrtmas toys for Children)	(250.00)
12/05/23	12/13/23	22782	Anderson Lights of Hope (Marketing Promotion-30th Anniversary)	(500.00)
12/05/23	12/13/23	22761	Hejaz Shrine Circus (Special Needs Children & Families)	(300.00)
12/19/23	01/03/24	23131	Crescent Elite	(1,500.00)
12/19/23	01/03/24	23097	Anderson Area Touchdown Club	(500.00)
12/19/23	01/03/24	23193	Palmetto Knights	(250.00)
01/02/24	01/17/24	23551	Anderson County Foster Parent Association	(500.00)
01/02/24	01/17/24	23740	United Negro College Fund	(250.00)
01/02/24	01/17/24	23751	Westside Community Center	(250.00)
01/16/24	01/24/24	23926	WLS Foundation	(500.00)
02/06/24	02/14/24	24414	Junior League of Anderson County	(250.00)
12/27/23	02/14/24	24464	SC Chili Cook-Off	(3,000.00)
02/06/24	02/21/24	24584	Piedmont Community Alliance	(250.00)
02/20/24	02/28/24	24750	Pendleton Recreation Association	(500.00)
03/05/24	03/13/24	25141	Love Well Ministries, Inc.	(250.00)
04/02/24	04/10/24	25779	Palmetto Middle School Robotics Team-Check made payable to ASD #1	(500.00)
04/02/24	04/10/24	25934	Starr Fire Department	(750.00)
05/07/24	05/15/24	26730	Anderson Jet Track Club	(500.00)
05/07/24	05/15/24	26818	Just Jeanie Media	(300.00)
05/07/24	05/15/24	26833	Men at Work	(400.00)
05/21/24	05/29/24	27339	Zone Services	(500.00)
05/21/24	05/29/24	27169	American Leglon Post #44	(3,000.00)
05/21/24	05/29/24	27236	Friends of Broadway Lake	(1,250.00)
06/04/24	06/12/24	27605	GAMAC	(250.00)
06/18/24	06/28/24	28017	Iva Recreation	(6,000.00)
			Ending Balance	9,768.89

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

Rita Davis

Renee Watts, Clerk to Council

Rita Davis, CFO

DATE: _____

DATE: July 11, 2024

June 30, 2024

DISTRICT 4 - SPECIAL PROJECTS
560304 528600
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	--	--	Budget 2023 - 2024	35,000.00
	--	--	From Accommodations Fee	5,000.00
			Brought Forward	35,045.32
07/18/23	07/28/23	6209	American Red Cross	(1,000.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(400.00)
08/15/23	08/30/23	19870	CESA Tri County	(3,500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(1,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(500.00)
09/05/23	09/13/23	20163	Anderson Crime Stoppers (P3 Tips Website)	(500.00)
09/05/23	09/13/23	20174	Anderson University (Bass Fishing Club)	(3,750.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(1,000.00)
09/19/23	09/27/23	20591	Anderson School Dist. 4 (Mt Lebanon Elementary Living to serve plan)	(2,500.00)
09/19/23	09/24/23	JE 24000559 AA	Anderson Co PRT (Hurricane Springs Park Peak Tower Design)	(5,000.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(500.00)
10/03/23	10/11/23	21116	Just Jeanie Media Foundation (Educational Purposes)	(200.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(1,200.00)
11/07/23	11/15/23	22198	Anderson Area YMCA (Reindeer Run)	(1,000.00)
11/07/23	11/15/23	22087	First Light (Support Survivors of Sexual Assault)	(2,500.00)
11/07/23	11/15/23	22160	SC Upstate Equine Council (Spring Fling Open Horse Show)	(1,000.00)
11/21/23	11/29/23	22369	Anchored in His Grace Ministry (Christmas Feed)	(500.00)
11/21/23	11/29/23	22508	Zone Service (Chirtmas toys for Children)	(200.00)
12/05/23	12/13/23	22782	Anderson Lights of Hope (Marketing Promotion-30th Anniversary0	(1,000.00)
12/05/23	12/13/23	22761	Hejaz Shrine Circus (Special Needs Children & Families)	(300.00)
12/19/23	01/03/24	23193	Palmetto Knights	(3,000.00)
01/02/24	01/17/24	23551	Anderson County Foster Parent Association	(500.00)
01/02/24	01/17/24	23740	United Negro College Fund	(500.00)
01/02/24	01/17/24	23751	Westside Community Center	(500.00)
01/16/24	01/24/24	23926	WLS Foundation	(500.00)
02/06/24	02/14/24	24414	Junior League of Anderson County	(500.00)
02/06/24	02/14/24	24584	Piedmont Community Alliance	(500.00)
02/20/24	02/28/24	24750	Pendleton Recreation Association	(2,000.00)
03/05/24	03/13/24	25141	Love Well Ministries, Inc.	(450.00)
03/19/24	03/27/24	25425	Anderson Area Clemson Club	(333.33)
04/02/24	04/10/24	25779	Palmetto Middle School Robotics Team-Check made payable to ASD #1	(500.00)
04/16/24	04/29/24	26351	Vets Helping Vets	(3,250.00)
04/16/24	05/01/24	26366	ASD #4-Pendleton Bass Team	(2,500.00)
05/07/24	05/15/24	26730	Anderson Jet Track Club	(1,000.00)
05/07/24	05/15/24	26818	Just Jeanie Media	(500.00)
05/07/24	05/15/24	26833	Men at Work	(400.00)
05/21/24	05/29/24	27339	Zone Services	(1,500.00)
06/04/24	06/12/24	27605	GAMAC	(500.00)
06/18/24	06/28/24	27938	Celebrate Special Families	(1,000.00)
06/18/24	06/28/24	28017	Iva Recreation	(1,000.00)
			Ending Balance	26,061.99

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

Rita Davis, Clerk to Council

Rita Davis, CFO

DATE:

DATE: July 11, 2024

June 30, 2024

DISTRICT 5 - SPECIAL PROJECTS
560305 528600
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	46,340.33
07/18/23	07/28/23	6209	American Red Cross	(1,000.00)
07/18/23	07/28/23	6284	Center Rock Fire	(2,000.00)
07/18/23	07/28/23	6375	Homeland Park Community	(1,500.00)
07/18/23	07/28/23	6376	Homeland Park Fire	(2,500.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(1,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(1,000.00)
09/05/23	09/13/23	20163	Anderson Crime Stoppers (P3 Tips Website)	(800.00)
09/05/23	09/13/23	20174	Anderson University (Bass Fishing Club)	(2,500.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(1,000.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(500.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(1,000.00)
11/07/23	11/15/23	22198	Anderson Area YMCA (Reindeer Run)	(1,000.00)
11/07/23	11/15/23	2201	Anderson Free Clinic (Festival of Trees)	(2,000.00)
11/07/23	11/15/23	22074	David's Global Community Development (Thanks Give A Way for Autism)	(1,000.00)
11/07/23	11/15/23	22087	First Light (Support Survivors of Sexual Assault)	(2,500.00)
11/21/23	11/29/23	22369	Anchored in His Grace Ministry (Christmas Feed)	(1,500.00)
11/21/23	11/29/23	22508	Zone Service (Chirtmas toys for Children)	(200.00)
12/05/23	12/13/23	22782	Anderson Lights of Hope (Marketing Promotion-30th Anniversary)	(1,000.00)
12/05/23	12/13/23	22761	Hejaz Shrine Circus (Special Needs Children & Families)	(300.00)
12/19/23	01/03/24	23097	Anderson Area Touchdown Club	(2,000.00)
12/19/23	01/03/24	23193	Palmetto Knights	(500.00)
01/02/24	01/17/24	23551	Anderson County Foster Parent Association	(500.00)
01/02/24	01/17/24	23740	United Negro College Fund	(500.00)
01/02/24	01/17/24	23751	Westside Community Center	(500.00)
01/16/24	01/24/24	23926	WLS Foundation	(500.00)
02/06/24	02/14/24	24414	Junior League of Anderson County	(500.00)
02/06/24	02/21/24	24584	Piedmont Community Alliance	(500.00)
02/20/24	02/28/24	24750	Pendleton Recreation Association	(500.00)
03/05/24	03/13/24	25063	Centerville Elementary School	(5,000.00)
03/05/24	03/13/24	25141	Love Well Ministries, Inc.	(500.00)
03/19/24	03/27/24	25425	Anderson Area Clemson Club	(333.33)
04/02/24	04/10/24	25779	Palmetto Middle School Robotics Team-Check made payable to ASD #1	(500.00)
05/07/24	05/15/24	JV24002014	PAWS	(747.89)
04/16/24	04/29/24	26351	Vets Helping Vets	(3,250.00)
05/07/24	05/15/24	26730	Anderson Jet Track Club	(1,000.00)
05/07/24	05/15/24	26818	Just Jeanie Media	(500.00)
05/07/24	05/15/24	26833	Men at Work	(400.00)
05/21/24	05/29/24	27339	Zone Services	(1,000.00)
06/04/24	06/12/24	27605	GAMAC	(500.00)
06/18/24	06/28/24	28012	Homeland Park Fire Department	(2,000.00)
			Ending Balance	39,309.11

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

Rita Davis

Renee Watts, Clerk to Council
Rita Davis, CFO

DATE: July 11, 2024

June 30, 2024

DISTRICT 6 - SPECIAL PROJECTS
560306 528600
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	26,994.45
08/01/23	08/10/23	19377	Powersville League of Athletic Youth (PLAY) for Field Maintenance	(5,000.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	1987	CESA Tri County	(3,500.00)
08/15/23	08/30/23	19446	Piedmont Emergency Relief Center (Basic Assistance)	(2,500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(5,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(1,000.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(500.00)
09/19/23	09/24/23	JE 24800559 AA	Anderson Co PRT (Hurricane Springs Park Peak Tower Design)	(5,000.00)
09/19/23	09/27/23	20636	Community Workshop Choir (Historical Marker)	(500.00)
09/19/23	09/27/23	20693	JBEKO (Bath & Kitchen repairs)	(500.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(300.00)
10/17/23	10/25/23	21578	Piedmont Public Service District (Christmas lights for Town of Piedmont)	(1,200.00)
11/07/23	11/15/23	22031	Anderson Free Clinic (Festival of Trees)	(350.00)
11/07/23	11/15/23	22087	First Light (Support Survivors of Sexual Assault)	(350.00)
11/21/23	11/29/23	22369	Anchored in His Grace Ministry (Christmas Feed)	(250.00)
11/21/23	11/29/23	22402	Connect Powersville	(7,500.00)
12/19/23	01/03/24	23097	Anderson Area Touchdown Club	(500.00)
12/19/23	01/03/24	23193	Palmetto Knights	(500.00)
01/02/24	01/17/24	23551	Anderson County Foster Parent Association	(500.00)
01/02/24	01/17/24	23740	United Negro College Fund	(500.00)
01/16/24	01/24/24	23926	WLS Foundation	(500.00)
02/06/24	02/14/24	24414	Junior League of Anderson County	(250.00)
02/06/24	02/06/24	JV24001595	Anderson County Parks Department-Dolly Cooper Disc Golf Course	(1,000.00)
02/06/24	02/21/24	24584	Piedmont Community Alliance	(2,000.00)
02/20/24	02/28/24	24750	Pendleton Recreation Association	(500.00)
03/05/24	03/13/24	25141	Love Well Ministries, Inc.	(300.00)
03/05/24	03/13/24	25177	Powersville YMCA	(2,500.00)
03/19/24	03/27/24	25425	Anderson Area Clemson Club	(250.00)
04/02/24	04/10/24	25779	Palmetto Middle School Robotics Team-Check made payable to ASD #1	(1,000.00)
05/21/24	05/29/24	27339	Zone Services	(500.00)
05/21/24	05/29/24	27287	Piedmont Public Service District (School Supplies for the Community)	(1,000.00)
			Ending Balance	20,744.45

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

Rita Davis

Renee Watts, Clerk to Council

DATE:

Rita Davis, CFO

DATE: July 11, 2024

June 30, 2024

DISTRICT 7 - SPECIAL PROJECTS
560307 528600
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	0.00
07/18/23	07/28/23	6224	Anderson Jets Track	(500.00)
07/18/23	07/28/23	6542	Watkins Community Center	(1,500.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	19872	Cheddar Youth Center	(3,500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(500.00)
08/15/23	08/30/23	19973	Town of Honea Path	(5,000.00)
08/15/23	08/30/23	19974	Town of Pelzer	(5,000.00)
08/15/23	08/30/23	19975	Town of West Pelzer	(5,000.00)
08/15/23	08/30/23	19976	Town of Williamston	(5,000.00)
09/05/23	09/13/23	20168	Honea Path Free Clinic	(1,000.00)
09/19/23	09/27/23	20765	T L Hanna Band Aides Inc. (Transportation for Competitions)	(500.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/03/23	10/11/23	21050	Palmetto Fishing Team (Canopy for tournament weigh-ins)	(1,271.96)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(200.00)
10/17/23	10/25/23	21490	Caroline Community Center	(5,000.00)
12/05/23	12/13/23	22782	Anderson Lights of Hope (Marketing Promotion-30th Anniversary)	(200.00)
12/05/23	12/13/23	22761	Hejaz Shrine Circus (Special Needs Children & Families)	(200.00)
12/19/23	01/03/24	23097	Anderson Area Touchdown Club	(500.00)
12/19/23	01/03/24	23193	Palmetto Knights	(500.00)
01/02/24	01/17/24	23551	Anderson County Foster Parent Association	(200.00)
01/16/24	01/24/24	23926	WLS Foundation	(500.00)
03/19/24	03/27/24	25425	Anderson Area Clemson Club	(250.00)
04/02/24	04/10/24	25779	Palmetto Middle School Robotics Team-Check made payable to ASD #1	(2,000.00)
			Ending Balance	678.04

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

Rita Davis

Renee Watts, Clerk to Council

DATE: _____

Rita Davis, CFO

DATE: July 11, 2024