



AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, June 3, 2025, at 6:30 p.m.
Historic Courthouse
101 South Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Hon. Brett Sanders

3. APPROVAL OF MINUTES

May 20, 2025
minutes not received May 6, 2025

4. PROCLAMATION: A Proclamation designating June 2025 as Elevate Fatherhood Month in Anderson County.

All Council

5. CITIZENS COMMENTS

Agenda Matters Only
THREE-MINUTE TIME LIMIT

6. ORDINANCE THIRD READING:

- a. **2025-023:** An Ordinance to approve a ground lease agreement between Anderson County, South Carolina and RJ Hangar Exchange, LLC for location of an aircraft hangar at Anderson Regional Airport; and other matters related thereto. (**PUBLIC HEARING THREE MINUTE TIME LIMIT**)

Mr. Rusty Burns (allotted 5 minutes)

7. ORDINANCE SECOND READING:

- a. **2025-022:** An Ordinance to adopt the operating and capital budgets of Anderson County for the fiscal year beginning July 1, 2025, and ending June 30, 2026, and to make appropriations for such Anderson County Budgets for County ordinary purposes and for other County purposes for which the County may levy a tax other than for Tri-County Technical College purposes; to provide for the levy of taxes on all taxable personal and real estate properties in Anderson County for such county ordinary purposes, including sufficient tax to pay the principal and interest on outstanding indebtedness of Anderson County maturing during said fiscal year; to adopt the operating and capital budgets of Anderson County for the fiscal year beginning July 1, 2025, and ending June 30, 2026, and to make appropriations for such Anderson County Budgets, for Tri-County Technical College; to provide for the levy of taxes on all personal and real properties in Anderson County on which school taxes may be levied for such Tri-County Technical College purposes; to provide for the levy, assessment and collection of certain other taxes and fees; to provide for the expenditure of said taxes and other revenues coming to the County during said fiscal year; and to provide for other matters relating to Anderson County.

Mr. Brett Sanders (allotted 5 minutes)

Tommy Dunn
Chairman, District Five

Chris N. Sullivan
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



- b. **2025-024**: An Ordinance to transfer real property located on Michelin Boulevard and owned by Anderson County to TCTC Foundation, LLC; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

8. ORDINANCE FIRST READING:

- a. **2025-025**: An Ordinance to lease real property to Honor for Heroes; and other matters related thereto.

Mr. Jordan Thayer (allotted 5 minutes)

9. RESOLUTIONS:

- a. **2025-028**: A Resolution appointing a commissioner to a commission created pursuant to the Capital Project Sales Tax Act, Title 4, Chapter 10, Article 3 of the Code of Laws of South Carolina 1976, as amended; and providing for other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

10. VEHICLE DONATION:

- a. 2016 Ford F250-Town of West Pelzer

11. REQUEST BY COUNCIL:

- a. Anderson Jets Track Club-All Districts
- b. Foothills Community Foundation/Freddie Stowers Veterans Memorial-All Districts
- c. Westside Community Center-All Districts
- d. Starr Fire Department-District 3
- e. Pendleton Historic Foundation-District 4

12. ADMINISTRATOR'S REPORT

Mr. Rusty Burns

13. CITIZENS COMMENTS

Non-Agenda Matters
THREE-MINUTE TIME LIMIT

14. REMARKS FROM COUNCIL

15. 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.

**ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
MAY 30, 2025**

IN ATTENDANCE:

TOMMY DUNN, CHAIRMAN

CHRIS SULLIVAN

GLENN DAVIS

GREG ELGIN

BRETT SANDERS

JIMMY DAVIS

CINDY WILSON

ALSO PRESENT:

RUSTY BURNS

LEON HARMON

RENEE WATTS

Tommy Dunn: Anderson County is a top destination for outdoor recreation and competitive fishing. Whereas ACA incentives such as the school of the year program and the all-academic team emphasize both competition and classroom achievement. Whereas Anderson County is proud to host a major tournament and recognizes the ACA's enduring commitment to student-athletes to the advancement of bass fishing. Now therefore be it resolved this 20th day of May, 2025, the Anderson County Council hereby honors the Association of Anglers on its 20th season and extends its appreciation for selecting Anderson County and legendary Green Pine Landing as its host site for the 2025 Bass Fishing Championship. Recognizing the event's impact on the community and the sport of bass fishing. I put that in form of a motion.

Councilman Elgin: Second.

Tommy Dunn: A second by Councilman Elgin. Any discussion? I just want to say in short, I want to appreciate Mr. Burns' staff, especially his rec department, Matt Shale, and our visit Anderson team, what all they've done. It's really amazing how Green Pond, in a short time, has gotten around in all fish tournaments and what it does for Anderson County. It does recognize them.

As I said last week before I left the last tournament, I met two folks and one who rents cabins on Lake Heartland. I'm very appreciative of what it's done to his business. The second one was a gentleman from Texas that finished 25th in the bass tournament, and he had his whole family in the restaurant eating and said how he enjoyed Anderson County and joined his place and how that was and so that's a good thing. Yes, ma'am.

Cindy Wilson: It's become such a popular and famous sport offering for young people that it's been written up in the *Wall Street Journal* and a lot of other publications. It's nice that Green Pines is getting such recognition too.

Tommy Dunn: Yes, ma'am. Appreciate it. Anybody else? All in favor of the motion show hands. All opposed light signs. The motion carries and let the record show that Mr. Jimmy Davis has yet arrived. We'll move on item 2B2025-027. This will be the Honorable Glenn Davis. Councilman.

Glenn Davis: Thank you, Mr. Chairman. This is resolution 2025-027. A resolution recognizing Generation 4 and Reverend Dr. Ankoma D. Anderson for their commitment to World Elder Abuse Awareness Day and their continued advocacy on behalf of older adults and other matters related there too. Whereas Anderson County recognizes that older adults deserve to be treated with respect and dignity, and continue to serve as leaders, mentors, vital contributors to the life of our community. Whereas the International Network for the Prevention of Elder Abuse, in support of the United Nations International Plan of Action, established World Elder Abuse Awareness Day, WEAAD.

In 2006, to call attention to elder abuse as a critical public health and human rights issue. Whereas the year 2025 marks the 19th annual observance of World Elder Abuse Awareness Day, offering an opportunity to deepen public understanding of the abuse and neglect faced by older adults and to recommit to prevention. Whereas Generation 4 501C3 non-profit organization affiliated with Welfare Baptist Church and led by Reverend Dr. Ankoma D. Anderson has played a leadership role in

promoting WEAAD, and strengthening social structures that uplift and protect older adults. Whereas Generation 4 has demonstrated its commitment to protecting older adults by supporting community initiatives, contributing financial and human resources, and fostering a culture of dignity, independence, and respect.

Whereas Anderson County is proud to stand alongside national organizations such as the National Center on Elder Abuse, in promoting awareness, preventing harm, celebrating the contributions of older adults to the vibrancy of our communities. Now, therefore, be it resolved in a meeting duly assembled this 20th day of May 2025 that the Anderson County Council hereby recognizes Generation 4 and Reverend Dr. Ankoma D. Anderson for their leadership in promoting World Elder Abuse Awareness Day, and commends their tireless efforts to ensure the safety, dignity, and well-being of the older adults in our community. Put that in form of a motion.

Brett Sanders: Second.

Tommy Dunn: Have a motion, Councilman Davis, Glenn Davis, and seconded by Councilman Sanders. Open floor for discussion. Mr. Davis?

Glenn Davis: I think this is good. Sometimes, that's a segment of our population that goes unnoticed and not treated fairly. I commend Dr. Anderson on doing such an outstanding job in recognizing older Americans. Thank you, Mr. Chairman.

Tommy Dunn: Thank you, Mr. Davis. Anyone else? Once that occurs, Mr. Davis comments, all in favor of the motion show hands. All opposed, light signs. Motion carries nationally. This is stay here then-

Glenn Davis: Dr. Ankoma just came in, Dr. Anderson.

Dr. Anderson: Again, I thank you all for allowing us to be recognized today. It's an honor to be involved in the community, and most specifically with the older population, elder population. It's important for us to make sure that the needs of the [is carefully managed, especially in these situations. If I may also go on record to say this. This is something I'm very excited about. One of the things that we are excited is that we know from Generation 4 that we will be doing something. We've been working on for over a year is that we are going to be doing some Diabetes prevention and inhibition work that we just received. We just received 1.2 million to do this work around centers in Anderson. We are very excited about it and using Generation 4, of course, as a way to do this community outreach. We are excited about it. Thank you all for being supportive.

[applause]

[pause 00:07:41]

Ms. Wilson: Mr. Chairman.

Chair: Yes, ma'am.

Ms. Wilson: Introducing Dr. Kumar.

Tommy Dunn: Yes, ma'am. If I could. Ms. Burns, Ms. Wilson's going to make a move on to our next agenda item. Ms. Wilson.

Ms. Wilson: Just wanted to welcome Dr. and Mrs. Sanjeev Kumar. They have done a lot for this community. They've brought many blessings to special people and to the cricket players. Our own, Mr. Burns, and all the staff got out together with them out at the Civic Center. We now have probably the premier cricket playing facility of the state. What he has done for a special community is indeed very important and very inspiring. Thank you.

Dr. Kumar: Thank you, Ms. Wilson. Thank you so much. Ladies and gentlemen, believe it or not, just me and my wife, and my family, we celebrated being in Anderson for 21 years. Wonderful to be an Andersonian. Before I begin, we would like to present to you and thank you note for what the county and the council members have. We begin by thanking the Anderson County and the council members for supporting Celebrate Special Families since the inception of Celebrate Special Families in 2023. What started off as a thank you to the community by Kumar's for taking care of their daughter for the last 21 years, it has grown from 125 people then to 300 plus not-for-profit entity, and the recently concluded third annual dinner dance and education for our special families. Thank you so much, Anderson County, and the council members, for supporting us.

Dr. Kumar: Thank you so much, and in my spare time, when I'm not seeing patients, I give private Bollywood dance lessons.

[laughter]

Dr. Kumar: Actually, many of you all have seen me, but the Celebrate Special Families was actually a brainchild of my wonderful wife, who is sitting there. She didn't want to come here and talk, she asked me, you do it. It was the brainchild of her that she wanted to give back to this community. What our daughter, when she came, she was five years old in this town, and moving forward, she'll soon be 26. 21 years, this country, this town, this community has taken care of our daughter, it means a lot to us. We are totally indebted to all of you and the community.

We wanted to give back, and after doing Celebrate Special Families third year in a row, which thanks to Mr. Rusty Burns, going to continue for future and have support all other caregivers and special families. There was a thought also we noticed, and a lot of requests came from special needs parents and caregivers. There is not much of employment to many of those special people. There's not many places that you can go to. Even for my daughter, Clemson Life Program is there, but you have to meet certain standards to be involved into that. What about the rest 80% of special need people who may not be able to speak, but are able to do certain things?

Can we have something for them in our community? There is a thought, I just want you all to hear about it, I won't take long. The proposal is to launch a food truck in Anderson. It is operated by youth and adults with special needs. Obviously, aims to offer inclusion, community engagement, job training, and we are requesting county support for designated space and startup assistance. Why this matters, as I said, over about 80% of individuals with intellectual disabilities are unemployed. Few

supported employment opportunities are there in our community. Aims to offer inclusion, community engagement, and job training.

Obviously, it will promote inclusivity and change perceptions for people. The project overview, Rashmi came up with this name, It's a Taste of Inclusion. It's a small mobile food truck, ADA compliant and sensory friendly. Participants are special needs individuals, trained supervisors who monitor them, and simple, healthy snacks and meals. Whatever proceeds come up to this, it goes back into the system. The objective is to provide a meaningful employment and skill building slowly, one small step at a time, build confidence in them, build social integration to these people, and we serve the community nutritious and healthy food, reinvest the earning into the same.

Open maybe a few days a week and weekend to start with, maybe one to two days a week or one to two weekends a month. Staffed by special need person and the supervisor, obviously me and my wife are going to be there taking care of these people. We can also operate at community events, park, and downtown areas, and that will let the community come to these people and know and include them. Obviously, for Clemson students, volunteers from the hospital or any schools they can come over there, interact with the students. There will be opportunities for them.

We request to Anderson County to designate a safe, accessible location for a setup, assist with permitting and licensing, and maybe a seed funding. This will definitely, in my opinion, the community impact would be huge. It will act as a model for other inclusive employment ventures. It will empower the marginalized population. It will strengthen the community values of compassion and diversity and engages the public with a unique, heartwarming initiative, which will be such a wonderful thing for our county.

There can be a long-term vision, expand to more location, and possibly a brick-and-mortar café down the line, offer a comprehensive job training program from other counties or wherever else they come from and apply, if it grows that much, and inspire replication of the model in other counties. I just thank you all for your time and support to celebrate Special Families and listening to our talk today. Thank you all so much. You all have a blessed day.

Tommy Dunn: Thank you. Appreciate what you and your family and all your friends now do for us. Thank you very much. Anyone have anything else? Thank you. Appreciate it. It's part of our special presentation meeting to be over. We'll be reconvening back here at 6:30 Starr River Council meeting.

[SPECIAL PRESENTATION MEETING ADJOURNED AT 6:18 P.M.]

**ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
MAY 30, 2025**

IN ATTENDANCE:

TOMMY DUNN, CHAIRMAN

CHRIS SULLIVAN

GLENN DAVIS

GREG ELGIN

BRETT SANDERS

JIMMY DAVIS

CINDY WILSON

ALSO PRESENT:

RUSTY BURNS

LEON HARMON

RENEE WATTS

Chair Tommy Dunn: At this time, I'd like to call the regular Anderson County Council meeting of May 20th to order. I'd like to welcome each and every one of you all here tonight. Thank you all for coming out. At this time, I'll to ask Councilman Greg Elgin, if you lead us in invocation and pledge of allegiance. All rise, please.

Councilman Greg Elgin: If everybody would, bow your head for prayer. Dear Lord, first of all we want to thank You for this wonderful day You've given us, Lord. Lord, we just want to say a special thank You that we just went through Police Memorial Week, Lord. We just want to thank all those officers that put their life on the line daily and those that have gave the ultimate sacrifice to protect us, Lord. We want to thank everybody that came out today, and give them safe travels home. Just give us the knowledge and so forth that we need today to just do Your work, Lord. In all these things in Your name we pray, amen.

All: I pledge allegiance to the flag of the United States of America, and to the republic for which it stands, one nation under God, indivisible, with liberty and justice for all.

Chair Tommy Dunn: Item number 3, approval of minutes. We don't have none received, so we'll be moving on to that. Moving on to item number 4 will be citizens' comments. Mr. Harmon calls your name, please step forward and state your name and district. If you don't know what county district you live in, your address will be fine, your road name will be fine. You have three minutes. The first item to go around will be on agenda items only. Please address the Chair. [bangs gavel] Mr. Harmon.

Leon Harmon: Mr. Chairman, first speaker is Alicia Walker.

Alicia Walker: Good evening. My name is Alicia Walker, and I'm a resident of Fair Play District 4, Mr. Sanders' district. I'm speaking tonight on behalf of the Lake Hartwell Association, as its vice president. You may recall Mr. Terry Jackson, our president, was here and spoke at the second reading on the ordinance pertaining to the riparian buffers. Mr. Jackson couldn't be here tonight, so he asked me to speak on his behalf. As you know, the Lake Hartwell Association represents the interests of our members from two states and six different counties. Several of our members are here present tonight to show their support, and many have chosen to let Lake Hartwell Association and myself really speak on their behalf.

You do have the letter from Lake Hartwell Association. It was presented at the first reading of this ordinance, and then we had the statement from Mr. Jackson at the second reading a couple of weeks ago. We just wanted to take this time today to provide a quick summary as part of the public record on this third reading of the ordinance around the riparian buffers and ask that the Council strongly recognize that we, as Lake Hartwell Association, strongly support the passing of this ordinance with the 50 and 100-foot buffers as proposed.

We want to take the time to thank Stormwater Director Batson and his committee for the research that they put in and the work they completed that led to this proposed ordinance. As you know, Lake Hartwell has been under a recreational water watch due to the presence of a harmful algae bloom over the last several weeks. While we

understand that the bloom is believed to be a naturally occurring event, we do believe that the proposed buffers of 50 and 100 feet would help mitigate the likelihood and the severity of these kinds of blooms, going forward, by limiting the amount of nutrients that we'll be feeding into the lake from land-based sources.

This was shown in the Clemson Cooperative Extension in a recent article on the cyanobacteria that's part of this algae bloom. We also know that the state-supported Upper Savannah River Basin Plan recommends riparian buffers as a means of reducing sediment generation and transport. These basin plans are statewide, based on years of study and data, and represent many counties, not just those adjacent to Lake Hartwell.

In addition, the South Carolina Department of Natural Resources in 2020 published a guide to best management practices for riparian lands, and that stated that the single most important practice for protection of river resources is to provide and protect riparian buffers. It specifically states that a minimum riparian buffer width of 50 to 100 foot is what's recommended. Lake Hartwell does provide recreational, commercial, and economic impacts to Anderson County, and as such, our lake and its supporting basin should be protected.

Lake Hartwell Association and its members strongly support this ordinance, and we recommend that the council follows the leadership of others, such as Pickens County, and pass this ordinance as presented with the 50 and 100 foot buffer. Thank you for your time and leadership.

Leon Harmon: It's time. Mr. Chairman, next speaker is Carol Mercer.

Carol Mercer: Good evening. My name is Carol Mercer. I live at 118 Balmoral Road, District 4. As you have heard many times over and over, the 50 and 100 foot riparian buffer zones are the minimum depths recommended to adequately filter runoff. The type of riparian buffer can influence how well they filter this runoff. Forested buffers do well to stabilize the banks but provide minimal assistance in filtering sediments, silt, and pollutants. A grass buffer zone offers minimal assistance in stabilization of the banks but offers great filtration.

Next, we need to factor in the steepness of the slope, which influences the speed at which the runoff flows through the buffer zone. The one factor that will help compensate for all I've mentioned above is the depth of the buffer, and in my opinion, the most important factor in establishing a functional buffer zone. Last week, I watched a WaterSC working group meeting, where their concerns have been about water quantity, but they have started to look into water quality and its importance to our drinking water. By Anderson County Council approving a minimum 50 and 100 foot buffer ordinance, our county becomes a leader in protecting the waters of South Carolina. Thank you.

Chair Tommy Dunn: Mr. Harmon.

Leon Harmon: Mr. Chairman, no one else has signed up.

Chair Tommy Dunn: Thank you. Moving on to Item 5A, 2025-018, Ordinance to amend the Code of Ordinances of the Anderson County South Carolina to add a new

CCMeeting 5202025.mp3 (Completed: 05/25/2025)

Transcript by [GoTranscript.com](https://www.GoTranscript.com)

section to provide for riparian buffers and other matters related thereto. This will be a public hearing. Anyone wishing to speak to this matter, please step forward. State your name and district for the record. You have three minutes. Please address the chair. [bangs gavel] Anyone? Anyone at all? Seeing here none, the public hearing will be closed. We move on. We have a motion.

Hon. Brett Sanders: So moved.

Chair Tommy Dunn: Motion by Mr. Sanders, seconded by Ms. Wilson. Open the floor for discussion.

Councilwoman Cindy Wilson: May I?

Chair Tommy Dunn: Yes, ma'am.

Councilwoman Cindy Wilson: I think the folks who've been attending and having-- also, Mr. John Batson, who is probably the preeminent stormwater specialist in the state, and three years of research, and also, the fact that Pickens County has already passed this last year, and several of the other counties. I think we've covered it thoroughly, and I personally appreciate all the efforts that so many people have made. I would hope that this passes and can help us to stop further damage of our water quality. I know I grew up with clean air and clean water, and I think our future generations deserve the same. Thank you.

Chair Tommy Dunn: Thank you. Anyone else? Anyone? Anyone else? I just want to add a few things. First of all, I plan on supporting this tonight. Second thing, I just want to get a few facts straight. Number one, I think I've stated several things about Greenville County. Greenville County hasn't adopted this. They are looking at some different things, but they haven't done it as Pickens has. The other thing is I've had several phone calls, people talking to us about amendments, but nobody's never asked me what amendments. I made a statement. I said I might be-- after I study something. I don't take somebody, what committee, what not. I look at something on my own, study it, do my research, think what I think.

Nobody never asked me what amendments I was looking at. They just assumed that I was against this. I personally think this is wrong. I think it would be a lot better ordinance if it was 100 feet all the way around. That's what it needs to be. I'm not going to bring it up tonight because nobody has had time to look at that, study it, but I have looked at it, studied it, and it wouldn't be that big of a hurt to do it. I think it would be better. I do want to use for excuse. I want to say I'm only one council person, but I hope I can get the majority to stop this piecemeal and stuff we're doing.

This is a major, major problem. I can see this. Like I said, I can support this until Code Wright has a chance to go through our things and look at it, which we're paying them money for. I've also asked Code Wright, and they're not going to do this in a week. Staff's talked to them. Administrators talked to them. I've talked to them. Ain't going to be nothing else every week going back and looking at something, but I've asked them as they go through the process, to look at the 100 foot and see what they think it'd be because I think it'd be a whole lot better off.

The other thing I want to get perfectly clear, we've done business in Anderson County. I've been on council 16-- When I finish up this time, it'll 18 years. It's always, we vote on something as a county three readings. We do it for a reason. Each council member has a right to amend something at any point in time. That has been done many a time. In fact, it been a few years ago, I made amend on third reading to save the taxpayers Anderson County, one mill of taxes. I had some council members crucifying me about that. We was going to go bankrupting all this. Well, that was about seven, eight years ago and that didn't happen. Good shape.

I do study things and look at things and even tried to have somebody get up here and told me I didn't have shouldn't even have the right going to take away the citizens of District 5's right to be represented on this issue because I'm a home builder. That shows a lot about somebody's character, throwing out accusations. Like, Yes, I got a real estate agent to my right. I got one's wife is a licensed real estate agent. I got another one's wife is a real estate agent. I got another one's wife is a real estate agent but they single me out. That says a lot about that individual and that group but I appreciate it, appreciate the time. I've had many conversations with Jon Batson. I'm going to tell you, I think Jon Batson has done an outstanding job.

I know he catches hell, excuse my language, continuously, even from some council members. Mr. Batson and his team has done an outstanding job on this ordinance. See, the only thing I'd sell out [unintelligible 00:11:30], would be be a 100 foot and that would be looked good at the proper time. I call for the question. All in favor of the motion, show hands. All opposed like signs. The motion carries unanimously. We're going to move on item number 5B 2025-019, Ordinance to amend the code of ordinance to Anderson County to add a new section to provide for foundation surveys under certain circumstances and other matters related thereto.

This will be a public hearing, and wishing to speak this matter, please step forward. State your name, district if you know it. If not, your road, address the chair. You have three minutes. Any one at all. Seeing and hearing none, public hearing be closed. We have a motion move this forward.

Chair Tommy Dunn: Motion by Councilman Elgin. Second, Ms. Wilson. Any discussion? All in favor of the motion show hands, all opposed like signs. Motion carries unanimously. We're going to move on Item 6A, second reading 2025-023, Ordinance to approve a ground lease agreement between Anderson County, South Carolina and RJ Hangar Exchange LLC for location of an aircraft hangar at Anderson Regional Airport and other matters related thereto. Mr. Burns, you got anything you want to add to this?

Rusty Burns: No. Mr. Chairman.

Chair Tommy Dunn: Mr. Sanders?

Brett Sanders: Yes, sir.

Chair Tommy Dunn: Put down form of a motion. We have a second.

Councilwoman Cindy Wilson: Second.

Chair Tommy Dunn: Councilman Sanders now for discussion.

Chair Tommy Dunn: Councilman Elgin

Councilman Elgin: I did have a question about this and I know we did cover it in the last one. I just want to make sure that it is in the public. This land will not be turned over to them at the end of this 35 leases 35 year leases turned back to the county with all the improvements, the hangar and everything that they've completed. Again, I know we did cover that. I just wanted to make sure it was in public record. Because I was asked about it this week. Anything that was done to the one he leased was also just, we get that as well.

Mr. Burns: We get that and he fixed it up very well.

Councilman Elgin: Thank you, sir.

Chair Tommy Dunn: Thank you. Anyone else.

Jimmy Davis: Mr. Chair, if I may?

Chair Tommy Dunn: Yes sir.

Speaker 7: I'm excited about this. I hope this is the spur that keeps on going. This is an exciting thing for our airport. The Anderson County Regional Airport is a great place for business to come in. It is a wonderful asset to the county. I'm praying that this will be something that continues on and we can see more hangars be built out there. Last I talked to Mr. Garrison out there, he had a waiting list of 82 people waiting on hangar space. That would be a great day that we could see more airplanes and more aeronautical stuff going on at the airport. Thank you, Mr. Chair.

Chair Tommy Dunn: Anyone else? Mr. Elgin I notice one thing to you, whoever you talking to and answer, if you still around in 35 years, you'll make sure that happens. I'm talking about on council. I'm talking about on council. We move on to item number 7A. We need to vote on that. I'm sorry. All in favor of the motion, show hands. All opposed, like signs. Motion carries unanimously. Vote on item 7A 2025-024 ordinance transfer real property located on Michelin Boulevard and owned by Anderson County to the TCTC Foundation LLC. That would be the Tri-County Technical College. Mr. Burns.

Mr. Burns: Mr. Chairman, this is a very small sliver of property but it would be valuable to Tri-County Technical College because it will allow them to put their retention pond in that area. It will also allow us after four years of trying, to provide solar to Lakeside Metals. It's a very small piece of property. This will be where they build their automotive center, which we're very excited about, which will teach automotive and diesel mechanics. We're excited about that possibility happening.

Chair Tommy Dunn: Thank you. We have a motion moving forward?

Councilwoman Cindy Wilson: So moved.

Chair Tommy Dunn: Motion Ms. Wilson? We have a second.

Councilman Greg Elgin: Second.

Chair Tommy Dunn: Second. Councilman Elgin open floor for discussion.

Councilwoman Cindy Wilson: May I?

Chair Tommy Dunn: Ms. Wilson.

Councilwoman Cindy Wilson: With that automotive training facility, maybe we'll be able to keep diesel mechanics out at Fleet Services. Thank you.

Chair Tommy Dunn: Thank you. Mr. Burns. If you would, talk to Mr. Cooper. I know he'll note, tell him I'm still looking for Mr. Crowder's payday.

Rusty Burns: \$250,000. I got him. Mr. Chairman. I also like to add, if you don't mind, that we have discussed with Mr. Stone, who is our gentleman who is over all of our vehicles in the County Fleet Services. We've discussed that with Tri-County Tech and we will have apprenticeships for diesel and automobile mechanics there. That's why I'm very excited about it.

Chair Tommy Dunn: That will be great. Thank you. All in favor the motion, show of hands. All opposed, like signs. Motion carries unanimously. We're going to move on to item 8B 2025-025. Resolution approving, consenting to partial assignment and assumption of three fee in lieu of tax agreements by among Anderson County, South Carolina, RAO real estate, LLC and SP Orian, LLC and other majors laid there too. Mr. Nelson.

Mr. Nelson: Mr. Chairman, members of council, thank you. As you may remember, Gray Development built the building up at on Highway 8. It is now completely occupied, all 408,000 square feet and is in that building. They're selling this facility to Hines Global Investment Trust, which is a internationally known-- actually, a US family-owned real estate investment trust headquartered in Houston, Texas. It was founded in 1957. Even though Gray is a great company, IT is even a more fabulous company than that. It's a great opportunity for Anderson County to have Hines in our county, investing in our county. Thank you Mr. Chairman.

Chair Tommy Dunn: Excuse me. That was 8A we talking about, I said 8B. It has to be 8A. That's resolution authorizing and approving the assignment and assumption of a fee in lieu of tax, special source credit agreement, by and between Anderson County and Gray Industrial Realty 7 LLC. I want to make sure I had-- I said B. I hit that backwards. I didn't-- what to call it, so that'd be an answer. Mr. Nelson, you got anything to add to that?

Mr. Nelson: No, sir.

Chair Tommy Dunn: You good? We have a motion on the floor.

Councilwoman Cindy Wilson: So moved.

Chair Tommy Dunn: Motion. Mr. Wilson. Have a second. Is that Councilman Sullivan? Open the floor for discussion or questions. Seeing and hearing none, all in favor of the motion, show hands. All opposed, like signs. The motion carries

unanimously. Now, we'll move to 8B 2025-025. Resolution approving and consenting of to the partial assignment of three fee in lieu of tax agreements by and among Anderson County, South Carolina, RAO real estate, LLC, SP Orian, LLC and other matters related there too. Mr. Nelson.

Mr. Nelson: Thank you Mr. Chairman. Members of council this is the Orian Road facility, 770,000 square feet. The Sage Park group that had purchased it originally has sold this to internal division of their own company. They did shut down the Jacked Loom Rug division and are going to vacate 370,000 square feet that they're going to lease out to other prospective industries. However, they're going to retain 400,000 square feet of the nylon carpet extrusion operation and keep those 100 folks employed and keep that side of the facility functional. Thank you, Mr. Chairman.

Chair Tommy Dunn: Thank you, Mr. Nelson. We have a motion?

Councilwoman Cindy Wilson: So moved.

Chair Tommy Dunn: Motion, Ms. Wilson move this forward. We have a second. Councilman Sullivan, open floor for discussion. All in favor of the motion, show hands. All opposed, like signs. Motion carries unanimously. Thank you, Mr. Nelson, you and your team.

Mr. Nelson: Thank you.

Chair Tommy Dunn: Moving on, Item 9, report from the finance committee. Chairman Sanders.

Councilman Sanders: Thank you, Mr. Chairman. Basically, our finance committee meeting was set up, everyone, I think has their budget books now, and it was primarily a question and answer session to gather more information. We also did a budget transfer for the Sheriff's Department, and it was actually transferring right at \$12,000, \$11,974 for ballistic vests, some contract labor, and also some increase in subscription fees. That was voted on and presented to the Council here today from the Finance Committee unanimously. I'll put the budget transfer in a formal motion to the Council.

Chair Tommy Dunn: We have a motion, and the finance committee doesn't need a second. I'll open the floor for discussion. All in favor of the motion, show your hands. All opposed, like signs. Motion carries unanimously. Thank you for your report, Chairman. Appreciate it.

Mr. Sanders: Thank you.

Chair Tommy Dunn: Moving to item number 10, 10A, bid number 25-031, ACTC resurfacing. We have a motion to move this forward.

Councilman Sanders: Moved.

Chair Tommy Dunn: Motion from Councilman Sanders, seconded by Ms. Wilson. Open floor for discussion. All in favor of the motion, show of hands. All opposed, like signs. The motion carries unanimously. We'll move on to item number 10B, request for proposal number 25-026, stormwater management. We have a motion.

Councilwoman Cindy Wilson: So moved.

Chair Tommy Dunn: Motion, Ms. Wilson, seconded by Councilman Elgin. Open the floor for discussion. Seeing and hearing none, all in favor of the motion, show of hands. All opposed, like sign. The motion carried unanimously. Moving along to item number 11, road acceptance into the county inventory of 11A, Arborwood subdivision, district 6 in Arborwood Way. We have a motion to move this forward.

Councilman Jimmy Davis: Mr. Chair, I make the motion to move this forward.

Chair Tommy Dunn: Councilman Jimmy Davis makes the motion to move this forward.

Councillor Sanders: Second.

Chair Tommy Dunn: We have a second with Councilman Sanders, open the floor for discussion.

Councilman Jimmy Davis: Mr. Chair, if I may.

Chair Tommy Dunn: Yes, sir.

Councilman Jimmy Davis: I just want to say I went out and looked at this subdivision, and the roads are-- I'm sure our staff has gone over them better than I can, but everything looks really good, and so, I'm supporting this tonight.

Chair Tommy Dunn: Thank you. Anyone else? All in favor of the motion, show of hands. All opposed, like sign. Motion carried unanimously. Moving on to requests by Councilmembers. Councilman Jimmy Davis.

Councilman Jimmy Davis: Thank you, Mr. Chairman. If it's okay, I'll make both of these in the form of one motion.

Chair Tommy Dunn: Yes, sir.

Councilman Jimmy Davis: Swayze Veteran Foundation, \$500 to Generation 4, \$350. I make that in the form of a motion.

Councilwoman Cindy Wilson: Second.

Chair Tommy Dunn: I have a motion from Mr. Davis, a second from Ms. Wilson. No vote for discussion. All in favor of the motion, show of hands. All opposed, like signs. Motion carries unanimously. Moving on to Councilman Sanders.

Councilman Sanders: Thank you, Mr. Chairman. I also would like to combine these in the form of one motion. Swayze Veteran Foundation, sum of \$400, Generation 4, also the sum of \$400, and I'll put that in the form of a motion, sir.

Councilman Jimmy Davis: Second.

Chair Tommy Dunn: I have a motion from Mr. Sanders, a second from Councilman Jimmy Davis. Any discussion? All in favor of the motion, show your hands. All

opposed, like signs. Motion carried unanimously. Moving on to Councilman Glenn Davis.

Councilman Glenn Davis: Thank you, Mr. Chairman. If I may put both of mine in one motion, please.

Chair Tommy Dunn: Yes, sir.

Councilman Glenn Davis: Swayze Veteran Foundation, \$400, Generation 4, \$500. Put that in the form of a motion, sir.

Chair Tommy Dunn: I have a motion from Mr. Glenn Davis. I have a second.

Councilwoman Cindy Wilson: Second.

Chair Tommy Dunn: Second, Ms. Wilson. Any discussion? All in favor of Mr. Davis, motion, show of hands. Opposed, like sign. Motion carries unanimously. Moving on to Councilman Elgin.

Councilman Elgin: Thank you, Mr. Chairman, I have three I'd like to put in the form of one motion, please, sir.

Chair Tommy Dunn: Yes, sir.

Councilman Elgin: From District 3, for the Swayze Veteran Foundation, \$400. Generation 4, \$400, and for the Star Athletic Association, \$3,000.

Chair Tommy Dunn: We have a motion from Mr. Elgin. We have a second.

Councilman Sanders: Second.

Chair Tommy Dunn: Second, Councilman Sanders, open the floor for discussion. All in favor of the motion, show your hands. All opposed, like signs. Motion carried unanimously. Moving on to Councilman Sullivan.

Councilman Sullivan: Thank you, Mr. Chairman. From the District 1 appropriations request, I have two requests. I'd like to make it in the form of one motion. The Swayze Veteran Foundation, \$400, and Generation 4, for \$500.

Councilwoman Cindy Wilson: Second.

Chair Tommy Dunn: We have a motion from Mr. Sullivan and a second from Ms. Wilson. Open the floor for discussion. All in favor, show your hands. All opposed, like signs. Motion carried unanimously. Moving on, Ms. Wilson.

Councilwoman Cindy Wilson: District 7 has zeroed out.

Chair Tommy Dunn: Thank you. Moving on, District 5 Special Appropriations Account. Appropriate \$400 for the Veteran Foundation, and \$400 to Generation 4. Put that in the form of a motion. do \$400, they asked for \$2,000. We're well over that, so I'm just going to finish up there. I'll do that. I'll put that in the form of a motion.

Councilman Elgin: Second.

Chair Tommy Dunn: Second, Councilman Elgin, open the floor for discussion. All in favor of the motion, show your hands. All opposed, like sign. Motion carried unanimously. Moving on, Administrative Report.

Rusty Burns: Nothing at this time, Mr. Chairman.

Chair Tommy Dunn: Thank you. Moving on, citizens comments. Mr. Harmon calls your name, please step forward. You have three minutes. Address the chair, please state your name, district if you know it. If not, your street name. Mr. Harmon.

Mr. Harmon: Mr. Chairman, no one has signed up to speak.

Chair Tommy Dunn: Thank you, Mr. Harmon. We're going to move on. Council comments. Ms. Wilson.

Councilwoman Cindy Wilson: Thank you. I know we've worked real hard on the riparian and buffer, and I'm very grateful for everyone. If you'd made the amendment for 100 feet, Mr. Chairman, I would have gladly seconded it. I think most everybody would have, too. Because we've had a couple of pressing matters in District 7, we're going to set up a comp planning meeting for middle to end of June to take up the comp plan, the landfill expansion proposal, and a 400-acre solar farm proposal.

We'll probably have it at Cedar Grove, but we'll keep everybody noticed. We're trying to address things as we anticipate them in our district, and we do have wonderful folks helping us out. So far, everybody wants to stay kind of a rural flavor here in the county, so we'll see how that goes. Thank you.

Chair Tommy Dunn: Thank you. Councilman Sullivan.

Councilman Sullivan: Thank you, Mr. Chairman. I did want to mention something. I probably should have done this earlier, but Charles Bud Tabor, I'm not sure if a lot of people in this room knew Bud Tabor. He owned the McDonald's in Anderson County, but he's more famous for he went to the United States Naval Academy and was the pilot for the Nixon administration, the Ford administration, and for President Carter and his administration.

He lived in Anderson the last 40, 50 years of his life. He passed away at the age of 89. I just wanted to note that, especially Andersonian that passed away that had a pretty big mark in history in the '70s and '80s.

I also did want to mention Inspire Abilities is on Thursday at 5:30. The greenhouse project they have done is they've got things going in the ground. As of this week, blueberries are being planted. Blueberry trees are planted. It is a really special place over there, and at 5:30, they're going to have all their friends out there to celebrate the grand opening of this, so hopefully, a lot of people can attend that. It's a great program. It's amazing what some folks in Anderson came up with on this and made happen. I encourage everyone to attend.

Chair Tommy Dunn: Thank you. Councilman Elgin.

Councilman Elgin: Thank you, Mr. Chairman. I just want to put some dates out in front of some people. I know, hopefully, we can get this out, but we've got two areas in mind and part of Mr. Glenn Davis' area that have been approved for zoning. We've got Neils Creek and the Shirley Store Road area. We're going to have a-- basically, our first meeting is going to be June the 2nd at six o'clock at Neils Creek Church. This is going to be an informative meeting just to basically tell everybody what's going on, what we're voting for, what we're looking at. Then we'll have some meetings after that to look at individual areas to see what needs to be zoned and how.

The referendum is slated as of now for August the 12th, 2025. We will have early voting July 29th through August 8th, downtown here, 8:30 to 5:00. We do have Rock Springs that I believe has enough signatures. Hopefully, they get that in this week. Hopefully, we can maybe get that all on the same one. That'll be three areas in my area that are jumping on the zoning thing.

Hopefully, we can continue with this, and when Code Wright comes in, we'll have some more for them to help us with. They are also going to help us with some of this stuff and look at how the county does it, and walk through the process with it, too. Just appreciate them being there, appreciate staff, and appreciate all the citizens that are getting involved in this. Thank you, sir.

Chair Tommy Dunn: Thank you. Councilman Glenn Davis.

Councilman Glenn Davis: Nothing at this time, sir.

Chair Tommy Dunn: Thank you. Councilman Sanders.

Councilman Sanders: Nothing at this time, sir.

Chair Tommy Dunn: Thank you. Councilman Glenn Davis. I mean, I'm sorry. Councilman Jimmy Davis.

Councilman Jimmy Davis: Thank you, Mr. Chair. I just want to say a word of thanks to the administrator and his staff for all the hard work you all have been putting in. There's a lot going on, and most people don't see it, but I appreciate your efforts and the entire staff. I want to remind everyone that June the 7th is rapidly approaching. We'll have the Saluda River Rally that morning with a seven-and-a-half- to 8 mile float on the Saluda River. The Saluda River Rally is happening in the morning and in the afternoon, we're going to have the Rhythm on the River.

All this will be taking place at Dolly Cooper Park in Powdersville. We've got a lot of craft vendors, a lot of great entertainment, and a lot of wonderful food trucks that are going to be there supplying the food, so please mark that on your calendars. Try to come out. It's going to be a great day for Anderson County, and I'm excited about that. Finally, I just want to commend you, Councilman Elgin, and Councilman Davis for working hard and helping this zoning process, because I know how hard it is. I've tried for years and gotten beat up pretty bad on it, but I commend you and I applaud your efforts. Thank you, Mr. Chair.

Hon. Tommy Dunn: Thank you. Some quick few things I want-- Mr. Elgin got two, fixed to have none in a rural area. Look what the other district-- I got one to call me on the weekends, looking, starting a process about zoning. Zoning is a little bit tough, but it's supposed to be tough. Taking people's property rights away from them, but it's doable. Like I said, one of the most rural areas we got in the county, I never would have thought would have hatched to the chances in Mr. Sanders district. A gentleman here last week, his spearheaded it up, got it done, where there is a will there is a way, and it should be.

I appreciate what everybody's doing on that. Just a note on this thing now. I was talking about just be on the lookout and say, "I told you so," on this riparian buffer thing, it's going to be another tool for annexation for the city of Anderson. Mark my words on that. Second thing, I want to thank the staff and all helping out. We got the fair just left town. I think it was enjoyable. I want to appreciate, thank the Sheriff, his Department, for what they done to keep everybody safe and keep everything in control out there. It's been a big difference since the Sheriff's Department took it over.

I appreciate everybody getting ready for the tournament this weekend for the citizens of Anderson County. I think it'll be another great one. Also, our staff today was Roads and Bridges' Appreciation Day. We sure want to appreciate them, what all they do. Lord knows all hours of the night, storm's now going to keep on doing it and keep doing it, doing it. We know it ain't for the money, but we're getting there better.

Last not least, I want to thank Chairman Sanders for his work and his committee's work, especially Mr. Sanders's work on the budget. People don't know what he does, what he goes in, works on it. Still, it is the time he spends, not just his courthouse. At home, his office. He's constantly calling me. I talk to him. He does an outstanding job. I appreciate what he's doing. Dismissed.

Meeting adjourned at 7:02 P.M.



PROCLAMATION ELEVATE FATHERHOOD MONTH

WHEREAS, fathers represent the foundational element of resilient families, providing love, guidance, and support to their children; and

WHEREAS, the significant influence of fathers on their children's development is profound, as they impart values, encourage personal growth, and nurture resilience; and

WHEREAS, the South Carolina Center for Fathers and Families, established in 2002, has emerged as a pivotal source of support, equipping tens of thousands of fathers throughout our state with essential resources and knowledge to fulfill their responsibilities in fatherhood; and

WHEREAS, the longstanding collaboration between the Center and the South Carolina Department of Social Services, alongside other state, local, and private entities, has facilitated the Center's expansion into all forty-six counties and the enhancement of innovative programs designed to better serve a greater number of fathers; and

WHEREAS, the Center has successfully supported, developed, and broadened its Father365 statewide network of regional fatherhood organizations that directly impact thousands of fathers and families every year; and

WHEREAS, when fathers actively lead and engage with their children, these young lives flourish socially, emotionally, and academically; and

WHEREAS, the Center continues to exemplify a model for fatherhood initiatives on a national level; and

WHEREAS, the month of June represents an opportunity for all citizens of our county to celebrate and honor the essence of fatherhood, acknowledging the unwavering efforts of fathers in shaping the future of our communities; and

NOW, THEREFORE, the Anderson County Council does hereby proclaim the month of June 2025 as Elevate Fatherhood Month in Anderson County.

PROCLAIMED this 3rd day of June 2025.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

Chris N. Sullivan
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

ORDINANCE NO.: 2025-023

AN ORDINANCE TO APPROVE A GROUND LEASE AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND RJ HANGAR EXCHANGE, LLC FOR LOCATION OF AN AIRCRAFT HANGAR AT ANDERSON REGIONAL AIRPORT; AND OTHER RELATED MATTERS.

WHEREAS, Anderson County, South Carolina (the “County”), acting by and through its County Council (the “County Council”) is authorized under Title 4 of the Code of Laws of South Carolina, as amended, to lease, sell or otherwise dispose of real property owned by the County;

WHEREAS, the County proposes to lease to RJ Hangar Exchange, LLC a parcel of the Anderson Regional Airport property for purposes of design and construction of a hangar for aircraft storage; and

WHEREAS, the County has determined that in consideration of RJ Hangar Exchange, LLC’s proposed development of a hangar, substantial benefit would inure to the public by execution of this Lease Agreement.

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

1. The Anderson County Council hereby approves the ground lease agreement as shown on Exhibit A attached hereto, for purposes of development and construction of an aircraft hangar on the Anderson Regional Airport property. The County Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver all documents in the name of and on behalf of the County to carry out the transaction authorized by this Ordinance.
2. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by a Court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. This Ordinance shall take effect and be in full force upon the third reading and enactment of by Anderson County Council.

ORDAINED in meeting duly assembled this _____ day of _____, 2025.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT, by and between **ANDERSON COUNTY, SOUTH CAROLINA** a political subdivision of the State of South Carolina (hereinafter referred to as the “Lessor” or “County”) and **RJ Hangar Exchange, LLC**, organized and existing under the laws of the State of South Carolina (hereinafter referred to as the “Lessee”);

WITNESSETH:

WHEREAS, the Lessor is the owner of a tract of land which is known as Anderson Regional Airport (hereinafter referred to as “Airport”) located in Anderson County, South Carolina; and

WHEREAS, Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, that property on the Anderson Regional Airport identified and more particularly described by the Exhibit A and made a part of this Lease; and

WHEREAS, the Anderson County has determined that, in consideration of Lessee’s proposed investment of the construction of hanger space, substantial benefit would inure to the public by execution of this Lease Agreement; and

NOW THEREFORE, for and in consideration of the premises and covenants herein contained and in further consideration of the payment of rent hereinafter stipulated, and of the terms and conditions herein set forth, the parties hereto do hereby agree as follows:

SECTION 1. LEASED PROPERTY:

A. Description. The leased property consists of the property described in Exhibit A, and as may be further defined with a Final Survey after appropriate approvals.

SECTION 2. USE OF LEASED PROPERTY:

A. Use by Lessee. Lessee shall use the Leased Property for aircraft storage and incidental uses. Leased Property includes the following:

1. Land: Approximately 26,741 square feet to provide for building, parking, and required buffers as further described in Exhibit A.
2. Buildings (to be constructed by tenant): Approximately 11,900 square feet of

properly lighted and heated building space for aircraft storage and incidental uses.

B. Ingress and Egress. Lessee shall have the right of ingress and egress from the Leased Property over airport roadways, expressly subject to such rules and regulations as may be established by the Airport Manager. Lessee shall have the right of ingress and egress from the Leased Property by way of aircraft taxiway or aircraft access way adequate for Lessee's aircraft.

SECTION 3. RESTRICTIONS ON USE OF LEASED PROPERTY:

A. Leased Property to Be Used for Designated Purposes. The Leased Property shall not be used for any purposes, except for the specific purposes herein designated, without the written consent of the Lessor.

B. Control of Lighting. Lessee agrees to control all future lighting on the Leased Property so as to prevent illumination from being a hazard to pilots landing on, taking off from, or taxiing on the Airport. The determination of whether lighting creates a hazard shall rest solely upon the reasonable judgment of the Airport Manager.

C. Commercial Operations. The Lessee, sublessees, or any future occupants shall be expressly prohibited from advertising, soliciting, or providing repair services, maintenance services, Fixed Based Operations services, or any other similar services without the expressed written consent of the Anderson County Council. Lessee shall be prohibited from any commercial activity that deals with fuel or fuel sales, as well as any commercial activity that deals with paint, paint application, paint stripping, or paint removal. For so long as Lessee does not operate a business that provides services that are substantially the same as or identical to service provided by the Lessor, the Lessee shall specifically have the right to operate offices for itself, Johnson Industries Global, LLC or any other entity owned or controlled by Lessee and its members.

D. Advertising Generally. No sign, advertisement, symbol, or corporate logo may be applied or affixed to the outside of any building without approval of the Airport Manager.

E. Airport Master Plan. Lessee will at all times cooperate with all provisions of any Airport Master Plan adopted by the Airport or approved by the Anderson County Council.

SECTION 4. TERM OF LEASE AGREEMENT:

The term of this Lease Agreement consists of three phases:

Phase I – Construction

Phase II –Thirty-five Year Term

Phase III- First Option for Renewal Term

A. Phase I – Construction. This Lease Agreement shall commence and be effective on [REDACTED], and the term of Phase I of this Lease Agreement shall end no later than (1): 2 years and 6 months after the execution date of the Lease Agreement; or (2) the date of the issuance of a Certificate of Occupancy, whichever comes first.

B. Phase II – Thirty-five Year Term. The term of Phase II of this Lease Agreement shall commence the next calendar day following the end of Phase I – Construction and shall be for a period of 35 years. This Lease Agreement shall terminate absolutely and without further obligation on the part of either Lessor or Lessee 35 years from the day following the end of Phase I, unless renewed pursuant to Section C below First Option for Renewal Term, or terminated earlier in accordance with the termination provisions of this Lease Agreement.

C. Phase III – Option for Renewal Term. At the end of the expiring term after Phase II, Lessor grants unto Lessee the right to renew this Ground Lease Agreement for five (5) years (One 5 year term) upon the terms contained within this paragraph, provided that Lessee provides notice to Lessor at least 180 days prior to expiration of the Phase II lease term of its intent to exercise this option of one additional term of five (5) years. The annual lease amount for this Option for Rental Term shall be for a ground lease only and based upon the fair market lease value of the Land as defined in Section 2 (A)(1) above. This Option for Renewal Term shall not include any lease amount or allocation for the Building as defined in Section (2)(A)(2) or any other improvements. If Lessee fails to provide notice to Lessor at least 180 days prior to expiration of the Phase II lease term, Lessee shall be deemed to have rejected this Option for Renewal Term and Lessor shall have the right to lease the Property as defined in Section 2(A) to any third party based upon the fair market lease rate of the Property.

SECTION 5. LEASE PAYMENT:

A. Phase I – Construction Rent. Lessee agrees to pay Lessor for the Phase I - Construction, an annual amount of \$5,625.00. Rent is accrued on a monthly basis and shall be paid in equal monthly installments, in the amount of \$ 468.75 due and payable on the first day of each month in advance during the term of this Lease Agreement.

B. Phase II – Thirty-five Year Term. Lessee agrees to pay Lessor, for the Leased Property, an annual amount of \$5,625.00 and subject to escalation as provided below. Rent is accrued on a annual basis and shall be paid in annual installments, in the amount of \$ 5,625.00 due and payable

on the first day the month after the end of Phase I and then due annually on such date in advance during the term of this Lease Agreement.

C. Escalation Clause. Beginning 5 years after the execution date of this lease agreement, annual lease rates are subject to an increase of no more than ten percent (10%) during each succeeding five year period until the end of the period defined by Phase II described above and during Phase III if the Option for Renewal Term is exercised by Lessee.

D. Failure to Pay. On failure of Lessee to pay rental when due, and subject to the grace periods set forth in Section 20 hereof, Lessor has the right, subject to the provisions under Sections 17, 18, 19 and 20 hereof, at its option: (1) to declare this Lease Agreement void, and cancel the same, without the necessity of any legal proceedings; or (2) enter and take possession of the Leased Property. Lessor at its option, upon a breach of this contract for any reason, may then sublet the Leased Property at the best price obtainable for any reasonable effort through private negotiations and charge the difference when the same comes due monthly, if any, between said price of subletting and the contract price to Lessee and hold him liable therefor. Such subletting on the part of the Lessor will not in any sense constitute a breach of this contract on the part of the Lessor, but Lessor will act as agent for the Lessee to minimize the damage caused by Lessee's breach. These rights of the Lessor are cumulative and not restrictive of any other rights under the law, and failure on the part of the Lessor to avail himself of these privileges at any particular time shall not constitute a waiver of these rights.

SECTION 6. SCHEDULE OF IMPROVEMENTS BY LESSEE:

A. Minimum Improvements. Lessee shall, within the period of time set forth for Phase I – Construction in Section 4(A) hereinabove, complete the following capital improvements:

1. Construction of airport hangar of approximately 11,900 square feet, in accordance with Exhibit B, Hangar Site Plan and Hangar Floor Plan, which are hereby attached as Exhibit B and made a part of this Lease. A Certificate of Occupancy shall be issued no later than 2 years and 6 months after the execution date of the Lease Agreement. Failure of Lessee to obtain a Certificate of Occupancy shall be an Event of Default.

B. Maintenance by Lessee. Lessee shall be responsible for the required maintenance to keep the property in good condition, as determined by the Airport Manager, throughout the term of the Lease Agreement. Lessor shall be responsible for all lawncare only and Lessee shall be responsible for all shrubbery and landscaping maintenance.

C. Plans and Specifications.

1. No improvements, including landscaping, shall be erected or placed on the Leased Property, and no alterations shall be made in the improvements and facilities constructed, without prior written approval by the Airport Manager. Such approval shall not be unreasonably withheld.

2. Two complete sets of plans and specifications for all future buildings, alterations, and improvements and for all subsequent planned changes therein or alterations shall, at least 30 days prior to beginning of construction or changes, be signed by Lessee and delivered to the Airport Manager for his consideration and approval.

SECTION 7. CONSTRUCTION:

A. Schedule.

1. All information necessary for the submission of Notice of Construction or Alteration, FAA form 7460-1, shall be provided to the Airport Manager, for final approval by the Federal Aviation Administration, as required by Paragraph 77.13(a)(5)(1) of Part 77, Federal Aviation Regulations. Approval must be accomplished by Lessee, and Lessor has the right of final approval. The FAA Final Determination shall be hereby attached as Exhibit C, FAA Final Determination and made a part of this Lease.

2. Within the time schedule set forth in Section 6A, Minimum Improvements, Lessee agrees to construct or cause to be constructed and completed upon the Premises in accordance with the terms of this Lease and all applicable laws, ordinances, regulations and matters of record, the improvements and facilities set forth in Section 6A hereof. The date for completion may, however, be extended for the period of any unavoidable delay, if Lessee makes a claim for such delay in writing to Lessor within 10 days after the commencement of the cause for such delay. For the purpose of this Lease, the term “unavoidable delay” shall mean delay suffered by the Lessee or Lessee’s contractors which necessarily and materially interferes with the progress and extends the time required for the completion of such work and which is caused by, but not limited to, such events as acts of nature or the elements, strikes, lockouts, fire, or other causes beyond the control of Lessee or Lessee’s contractors.

B. Default by Failure to Construct. Any breach by Lessee of any of the terms and provisions of Section No. 5, Lease Payment; Section No. 6, Schedule of Improvements by Lessee; and Section No. 7, Construction, of this Lease shall constitute a material breach and shall be deemed to be “an

event of default by Lessee” under Section 20, Events of Default by Lessee, unless cured as set forth in Section 20.

SECTION 8. COMPLIANCE WITH LAWS AND REGULATIONS:

A. Subordination of Leased Property to U.S.A. It is agreed and understood that this Lease Agreement and the provisions hereof, shall be subject and subordinated to the terms and conditions of the instruments and documents under which Anderson County is authorized to use the airport property.

B. Non-Discrimination. Lessee agrees that in its operation and use of the Leased Property and/or the Airport it will not, on the basis of race, color, national origin, religion, sex, age or disability, discriminate against any person or group of persons in any manner prohibited by the Federal Aviation Regulations, federal, state or local laws. Lessee hereby agrees to include the aforesaid language in any agreement it has with a sub-tenant who operates from or uses the Leased Property.

C. Airport Rules and Regulations. Lessee agrees to abide by all ordinances, rules, and regulations concerning the Airport, operational safety, operational and airport security, parking of aircraft and other vehicles, and fire prevention promulgated by the Airport Manager or the Anderson County Council. Copies of such rules and ordinances are available to Lessee in the office of the Airport Manager. Any signage posted by the Airport Manager must be followed. Repeated failure to follow Airport Rules and Regulations shall be an Event of Default.

D. FAA Rules and Regulations. Lessee shall at all times act in a lawful manner and at all times conform to the rules and regulations of the Federal Aviation Administration (FAA) insofar as applicable to Lessee’s possession and operation of its aircraft. Lessee agrees to include the language in this sub-section with any sub-tenant.

E. Non-Disturbance on Leased Property. Lessee shall not commit or suffer to be committed upon the Leased Property any act or thing which may unreasonably disturb the quiet use and enjoyment of any other tenant at the airport.

SECTION 9. UTILITIES:

A. Payment for Utilities. It is agreed that the rent as noted in Section 5 does not include payment for utilities. Lessee shall throughout the term of this Lease Agreement pay all utility bills which may accrue on the Leased Property, including, but not limited to, installation of meters and

utility connections for the calculation of utilities incurred by Lessee.

B. Right of Connection. Lessee may, at Lessee's expense, connect to all utilities at the nearest points of existing utility lines, and shall thereafter maintain, repair, and replace all such utilities to and including the points of such connections.

C. Waiver of Damage. Lessee hereby waives any claim against and releases Lessor (but not any third parties, such as other lessees) from any and all claims for damage arising or resulting from failures or interruptions of utility services, including but not limited to, electricity, gas, water, plumbing, sewerage, telephone, communications, heat, ventilation, or for the failure or interruption of any public or passenger services facilities.

SECTION 10. CHARACTER AND STANDARDS OF OPERATION:

A. Operate in a First-Class Manner. During the full term of this Lease Agreement, Lessee shall continuously operate and maintain, in a first-class manner, the existing grounds and facilities and all improvements on the Leased Property.

B. Supervision by Manager. The Lessee or its designee shall be available on the Property as required in order to ensure compliance with all responsibilities as set forth in this Lease.

SECTION 11. LESSEE TO HOLD HARMLESS:

The Lessee shall be responsible from the time of signing this Lease Agreement for all injury or damage, of any kind, resulting from the work or the occupancy of the Leased Property to any persons or property. Except in cases of gross or willful negligence by Lessor, the Lessee shall exonerate, indemnify and hold harmless the Lessor from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation and actions, based upon or arising out of damage or injury (including death) to persons or property. This includes any third party, caused by or sustained in connection with the performance of this Lease Agreement or arising out of work performed under this Lease Agreement and shall assume and pay for, without cost to the Lessor, the defense of any and all claims, litigation and actions, suffered through any act or omission of the Lessee or any subcontractor or anyone directly or indirectly employed by or under the supervision of any of them, or in any way arising out of the use and occupancy of the Leased Property. The Lessee expressly agrees to defend at its expense against any claims brought or actions filed against the Lessor where and to the extent such claim or action involves, in whole or in part, the subject of the indemnity contained herein.

Notwithstanding any of the foregoing provisions Lessee shall have no duty, responsibility or obligation to indemnify Lessor in the event claims or action are asserted, made or filed against Lessor which are alleged to be attributed, in whole or in part, to Lessor's direct actions, gross negligence or willful negligence. In such cases Lessee shall have no duty to defend, indemnify or incur any expenses in defending Lessor from such claims.

SECTION 12. LIABILITY:

A. Liens. Lessee shall keep the Leased Property and all improvements thereon free from any and all liens and encumbrances arising out of any work performed, materials furnished, or obligation incurred by Lessee, Lessee's employees, agents, or contractors. Lessee agrees to indemnify and to hold Lessor harmless from any such liens and to pay to Lessor, upon demand, the cost of discharging such liens with interest at the rate of ten-percent (10%) per annum from the date of such discharge, together with reasonable attorneys' fees in connection with the settlement, trial, or appeal of any such lien matter.

B. Bankruptcy. In the event that bankruptcy or state insolvency or receivership proceedings shall be filed and sustained for a period of greater than 90 days against Lessee, its heirs, executors, administrators, successors or assigns, in any Federal or State Court, it shall give the right to Lessor, at its option, to immediately declare this contract null and void, and to at once resume possession of the Leased Property and improvements thereon. No Receiver, Trustee, or other judicial officer shall ever have any right, title or interest in or to the Leased Property by virtue of this Lease Agreement.

C. Tenant at Will. If Lessee remains in possession of Leased Property after expiration of the terms hereof, without Lessor's acquiescence and without any express agreement of the parties, Lessee shall become a tenant at will at the rental rate of 150% of the rate in effect at the end of the term of this Lease Agreement; and Lessee shall be bound by the terms and conditions of this Lease Agreement as far as applicable; and there shall then be no renewal of this Lease Agreement by operation of law.

SECTION 13. LIABILITY INSURANCE:

A. Comprehensive General Liability. Lessee shall maintain at all times during the term of this Lease Agreement comprehensive general liability insurance coverage, for terms and conditions deemed appropriate by the Lessee to protect its interests, with a minimum \$1,000,000 per occurrence limit. Comprehensive Liability coverage for Lessee's subcontractors, if any, shall be

obtained by Lessee with a \$1,000,000 policy limit. Lessee shall name Anderson County as Additional Insured including Completed Operations. These policy limits shall be subject to review at each five year period (see Escalation Clause in Section 5.C.).

B. Policies. All Liability Insurance policies required under Section 13 hereof shall include Lessor as additional insured under such policies of insurance. All applicable policies are to be Primary and Noncontributory with Waiver of Subrogation. A Minimum standard of acceptability of a carrier should be an A.M. Best's rating of A-VI.

C. Certificate of Coverage. Lessee shall furnish to the County within 30 days after execution of this Lease Agreement, or prior to the initiation of any construction or development on the Leased Property, which ever shall first occur, a certificate or certificates evidencing such insurance coverage with companies doing business in South Carolina and acceptable to Lessor covering:

- i. The coverage and policy limits contained herein, including Anderson County as additionally insured.
- ii. The location and the operation to which the insurance applies.
- iii. The expiration date of the policy(ies).
- iv. The name and address of the party to whom the certificates should be issued:

Anderson County
PO Box 8002
Anderson, SC 29622
Attention: County Administrator

If such coverage is canceled, reduced, or materially changed, Lessee shall, within 15 days of such event, notify the County of such cancellation, reduction, or material change of coverage and file with the County a certificate showing that the required insurance has been reinstated or is being provided through another insurance company or companies.

Prior to 10 days before the expiration of any such certificate, Lessee shall deliver to the County a certificate renewing or extending the terms for a period of at least 1 year, or a replacement certificate acceptable to Lessor evidencing the required insurance coverage.

SECTION 14. BUILDERS RISK INSURANCE:

During construction, Lessee Shall obtain and maintain property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. Lessee shall obtain and maintain fire insurance with extended coverage in an amount equal to the estimated completed value of such

building(s). Coverage shall be written on a “completed value” basis. The Lessee shall provide the Lessor with a certificate of insurance in the same manner as required in Section 13F Certificate of Coverage.

SECTION 15. PERMANENT PROPERTY INSURANCE:

Lessee shall provide to the Lessor evidence of coverage of an “all risk” property insurance policy, written on a “replacement cost” basis; it is understood by Lessor that such coverage shall be subject to exclusions and limitations to coverage by the Lessee’s insurance company. The Lessee shall provide the Lessor with a certificate of insurance in the same manner as required in Section 13F Certificate of Coverage.

SECTION 16. DAMAGE, DESTRUCTION OR CONDEMNATION OF LEASED PROPERTY:

If the building or improvements on the Leased Property are destroyed by fire or any other cause, or substantially damaged as to be unusable, Lessee shall have the option to either (a) terminate this Lease Agreement upon payment to Lessor of an amount equal to 1/25th of the insurance proceeds multiplied by the number of years the Lessee has been in possession under this Lease Agreement, which payment shall be made from the proceeds of insurance received by the Lessee and not from other assets of the Lessee; or (b) to rebuild as expeditiously as possible, using insurance proceeds therefore and to treat this Lease Agreement as continuing in effect. Lessee shall notify Lessor in writing of which alternative it elects within 30 days after date of determination of the amount of insurance proceeds owed to Lessor.

In the event that a part of the improvements are damaged by fire or other cause, this Lease Agreement shall be treated as continuing in effect, and Lessee shall rebuild and/or repair as expeditiously as possible, and, so long as Lessee is, in good faith, taking the action required to rebuild and/or repair such portion of the improvements as required herein, rent shall be reduced pro rata, based on the square footage of the affected improvements, until such improvements are rebuilt and/or repaired, such that they may be occupied safely and used for their intended purpose by Lessee.

A. Partial Taking. In the event of the condemnation, or taking by eminent domain of a portion of the Leased Property, if the remainder of the leasehold is in an economically viable operating unit, as agreed by Lessor and Lessee, rental payments shall abate according to the ratio of square footage so taken. Condemnation award for the taking of any structure on the Leased Property shall

be divided between Lessee and Lessor on the basis that Lessor shall receive an amount equal to the award divided by 30 and multiplied by the number of years remaining under this Lease Agreement.

SECTION 17. INSPECTION OF LEASED PROPERTY:

With 72 hours notice to Lessee, the Airport Manager, or their designee, may enter upon the Leased Property at any and all reasonable times during the term of this Lease Agreement for the purpose of determining whether or not Lessee is in compliance with the terms and conditions hereof or for any other purpose incidental to the rights of Lessor. No notice will be required, or given, if it is prudent for Lessor to investigate, or prevent, an emergency or situation that could damage the Leased Property or any surrounding property.

SECTION 18. TITLE:

A. Newly Constructed Buildings and/or Replacement Structures: During the term of this Lease Agreement and upon completion of any improvements, title to any and all newly constructed buildings, i.e. new and/or replacement structures placed on the Leased Property by Lessee shall remain in Lessee. Consequently, the Lessee shall be responsible for paying any and all property taxes and the like on these newly constructed buildings and/or replacement structures through the entire period of the Lease.

B. Existing Property and Structures: Unless Lessee extends this Lease as set forth herein, title to all existing structures and facilities revert to the ownership of Lessor 35 years from the day immediately following the end of Phase II of this Agreement. The determination of property taxes due remains with the Anderson County Assessor or appropriate taxing authority.

C. Reversion of Title: Title to any and all new improvements (including newly constructed buildings and/or replacement structures) on the Leased Property shall revert to the ownership of Lessor at the termination or expiration of this Lease Agreement.

SECTION 19. TAXES:

During the term of the Lease Agreement, Lessee shall pay or cause to be paid, prior to delinquency, all taxes, including possessory interest taxes, ad valorem taxes, and any other assessments levied or assessed:

- (a) On the Leased Property;

- (b) On all possessory interests hereunder or in the Leased Property;
- (c) On any improvements, fixtures and equipment now or hereafter existing on the Leased Property and on any personal property situated in, on or about the Leased Property, or in, on or about any buildings or improvements thereon. Lessee shall obtain and deliver receipts or duplicate receipts for all taxes, assessments, and other items required hereunder to be paid by Lessee, promptly on payment thereof, if so required by Lessor, and;
- (d) On Lessee's aircraft based on the Airport.

It is understood, however, that Lessee may pay any such taxes and assessments under protest, and may in good faith contest the validity or amount thereof.

SECTION 20. EVENTS OF DEFAULT BY LESSEE:

Each of the following events shall constitute an "event of default by Lessee", provided, however, that Lessee shall have 60 days, (except in the case of Subparagraph (a) below, 10 days) after the receipt of written and electronic notice from Lessor of any such "event of default by Lessee" to cure.

- (a) Lessee's failure to pay the rent and other fees herein provided at the time fixed for payment thereof.
- (b) Lessee's failure to pay any taxes, including possessory interest taxes or assessments, agreed to be paid by Lessee in Section 21, Results of Lessee's Defaults, of this Lease Agreement in accordance with the terms of said Section. If the nature of any default by Lessee under this Subparagraph (b) is such that it cannot be cured within the 60 day cure period provided above, Lessee shall be deemed to have cured such default if it shall, within such 30 day period, commence performance and thereafter diligently prosecute the same to completion.
- (c) Lessee's failure to keep, perform, or observe any term, covenant, or condition of this Lease Agreement, or the Commercial Service Agreement, to be kept, performed, or observed by Lessee.
- (d) Lessee's filing of a voluntary petition in bankruptcy or the assignment of all or substantially all of Lessee's assets for the benefit of Lessee's creditors or the institution of proceedings in bankruptcy against Lessee or the appointment or a receiver of the assets of Lessee; provided, however, that if any such proceedings or appointments are involuntary, then they shall not be considered an event of default by Lessee unless Lessee fails to procure a dismissal thereof within 90 days after the institution of such involuntary bankruptcy proceedings or the appointment of such receiver.

SECTION 21. RESULTS OF LESSEE'S DEFAULT:

Upon the occurrence of an "event of default by Lessee", which is not cured within the time

period given, Lessor, in addition to any other rights or remedies, shall have the immediate right of re-entry and may remove all persons and property from the Leased Property with no liability to the Lessor therefore; such property may be removed and stored in a public warehouse or discarded as trash by Lessor at the expense of Lessee. Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice required by law, it may either terminate this Lease, or relet the Leased Property and any improvements thereon or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease Agreement) and at such rental or rentals and upon such other terms and conditions as Lessor in its reasonable discretion may deem advisable, with the right to make alterations and repairs to improvements on the Leased Property. Upon such reletting:

- (a) Lessee shall be immediately liable to pay to Lessor, any indebtedness for the reasonable cost and expenses of such reletting and of such alterations and repairs incurred by Lessor, and the amounts, if any, by which the rent reserved in this Lease Agreement for the period of such reletting (up to but not beyond the term of this Lease Agreement) is less than the amount agreed to be paid as rent for the Leased Property for the period of such reletting, as the same comes due, or
- (b) Rents received by Lessor from such re-letting shall be applied: first, to the payment of any indebtedness, other than rent, due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such re-letting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the balance, if any, shall be held by Lessor and applied in payment to future rent as the same may become due and payable hereunder.

If Lessee has been credited with any rent to be received by such reletting under option (a) and such rent shall not be promptly paid to Lessor by the new tenant, or if such rentals received from such reletting under option (b) during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall immediately pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly by Lessee. No such re-entry or taking possession of the Leased Property and any improvements thereon by Lessor shall be construed as an election on its part to terminate this Lease Agreement unless a written notice of such intention is given to Lessee. Notwithstanding any such reletting without termination, Lessor may, at any time thereafter, elect to terminate this Lease Agreement for any breach, in addition to any other remedy it may have, and in such event, Lessee's interest in any and all buildings and improvements on the Leased Property shall, at the option of the Lessor, automatically pass to Lessor; and Lessor may recover from Lessee all reasonable damages it may incur by reason of such breach, including the cost of recovering the Leased Property. It is agreed by the parties that Lessor shall have no right

to seek the remedy of acceleration of rent.

SECTION 22. NON-WAIVER OF DEFAULTS:

The waiver by Lessor or Lessee of any breach by Lessor or Lessee of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of same or any other term, covenant or condition of this Lease Agreement. No term, covenant, or condition hereof can be waived except by written consent of Lessor; and forbearance or indulgence by Lessor, in any regard whatsoever, shall not constitute a waiver of the term, covenant or condition to be performed by Lessee to which the same may apply; and until complete performance by Lessee of the term, covenant or condition, Lessor shall be entitled to invoke any remedy available to it hereunder by law, despite such forbearance or indulgence.

SECTION 23. LESSEE'S ENCUMBRANCES:

A. Obligation. Lessee shall not encumber, mortgage, pledge, or allow any lien upon Lessee's interest in the Leased Property or in any improvements Lessee places thereon without the prior written consent of the Airport Manager after approval by the Anderson County Council. Any such mortgage, deed of trust or other instrument consented to by Lessor shall expressly provide therein that the trustee, mortgagee, or beneficiary in such instrument or payee in the note or other obligation secured by any such instrument shall provide Lessor with written notice of any event of default by Lessee or foreclosure action against Lessee, within 10 days of such event. In the event such encumbrance, pledge, mortgage, or lien is allowed, the trustee, mortgagee, or beneficiary in said instrument or payee in the note or other obligation secured by any such instrument may deliver to Lessor written notice showing:

- (i) the amount of the obligation secured by such instrument and the date of maturity or maturities thereof; and
- (ii) the name and post office address of such mortgagee, beneficiary, payee, or trustee. Lessor shall thereafter serve on such mortgagee, beneficiary, payee or trustee, by registered or certified mail at the address given or at any subsequent address thereafter given, a copy of every notice thereafter served by Lessor upon Lessee under the terms of this Lease, during the existence of such mortgage, deed of trust, or instrument.

B. Cure of Default by Mortgagee. In the event that Lessee defaults in the performance of any covenant or provision of this Lease Agreement to be performed by Lessee during the existence of any such mortgage, lien, deed of trust, or other instrument, the beneficiary, mortgagee, payee, or

trustee named in any such notice, or their nominee, shall have the right, within the time herein provided, plus an additional 10 days, to perform and comply with all the covenants and provisions of this Lease to be performed by Lessee and to make all payments required of Lessee by this Lease and, by so doing, to cure and remove any such default.

C. Cure by Commencement of Performance. If the nature of any default by Lessee is such that it cannot be cured within the additional 10 days, such beneficiary, mortgagee, payee, or trustee shall be deemed to have cured such default if it or its nominee shall, within such 10 day period, commence performance and thereafter diligently prosecute the same to completion.

D. Foreclosure of Liens. If, at any time, foreclosure proceedings are begun to any lien secured by any mortgage, deed of trust, or other similar instrument on the Leased Property, for a period of 30 calendar days from the date Lessor receives notice of such foreclosure, Lessor shall have the first option of assuming or discharging said lien at its actual face value, according to the terms thereof, and thereupon to then terminate this Lease Agreement and all interest in it and relet the Leased Property.

E. Non-Relief of Liability. No such encumbrance, foreclosure, conveyance, or exercise of right shall relieve Lessee from its liability hereunder.

SECTION 24. TERMINATION BY LESSEE:

The Lessee may cancel this Lease Agreement at any time, without penalty, if the Airport ceases to be used for airport purposes, or if local/County/State/Federal/or FAA regulations, laws, or ordinances prevent Lessee from using its aircraft at the airport.

SECTION 25. RIGHTS PRIOR TO TERMINATION:

If Lessee is not in default hereunder, Lessee shall have the right to remove during the term hereof any fixtures which Lessee may have placed or installed upon the Leased Property; provided, however, that upon said removal, Lessee shall repair, at Lessee's expense, any damage resulting therefrom and leave the Leased Property in their original condition, normal wear and tear excepted.

SECTION 26. LESSOR'S LIEN:

If Lessee is in default under any covenant, term or provision of this Lease Agreement or has abandoned the Leased Property, in addition to the rights of Lessor under Section 12, Liability, hereof, Lessee hereby grants to Lessor a lien upon any improvements, personal property, and trade

fixtures upon the Leased Property, which lien Lessor may satisfy by selling said improvements, personal property, or trade fixtures at public or private sale without notice to Lessee and from the proceeds of said sale satisfy first any costs of storage, removal and sale, and any other debts due from Lessee; and secondly, satisfy the total amount of unpaid rent due hereunder and hold any balance for the account of Lessee.

SECTION 27. SALE, ASSIGNMENT, TRANSFER AND SUBLETTING:

Lessee shall not, except as security as provided in Section 23, Lessee's Encumbrances, hereof, sell, assign, or transfer this Lease Agreement without the prior written consent of the Lessor. Lessee shall not sublease the Leased Property or any portion thereof, nor shall Lessee sublet any privileges granted with respect to the operation of said Leased Property or any portion thereof, without the prior written consent of the Lessor, unless said sublease is for storage of aircraft and/or other aviation business or use classified and interpreted as direct aeronautical use; provided, however, that Lessor shall have the right to purchase the leased property at the depreciated value of the hanger if the Lessee sells the remaining term of the lease to a third party. Notwithstanding the foregoing, Lessee shall have the right to sublease any portion of the Leased Property or assign this Lease unto any entity partially owned or controlled by Ross A. Johnson or Lessee without the written consent of Lessor, i.e. this sublease provision does not apply such that it places Lessee in competition with operation of the airport by Lessor In such event of assignment or sublease, Lessee shall remain responsible for all terms of this Lease unless agreed to in writing by Lessor.

SECTION 28. SECURITY:

A. Access to Non-Movement Area / Ingress and Egress. Lessee is granted only that vehicular access which is reasonably necessary to allow Lessee access to the Leased Property once Lessee is on Airport property. Vehicular access to all movement areas, whether active or inactive, is expressly prohibited by this Lease. For the purpose of this Agreement, a movement area is any runway or taxiway utilized whether active or inactive for taxiing, takeoffs, and landings of aircraft,

exclusive of aircraft loading ramps, taxi lanes, aircraft parking areas, and aircraft aprons and tie-down spaces.

1. Construction Traffic on Airport Roadways. Lessee acknowledges and agrees that he/she shall operate construction traffic in accordance with approval and direction from the Airport Manager.

B. Gate Combination and / or Access Code.

The Lessee acknowledges and agrees that he/she is totally responsible for the dissemination of any gate and/or access code given to provide access to the Airport through the use of Lessee's gate. If the Lessee gives this code to any other person for whatever reason, the Lessee shall defend and indemnify Lessor from any and all actions or claims of third parties resulting from the same.

Only authorized users with access to the Airport granted pursuant to this Lease should hold a device to access the Airport. Lost or stolen Airport-issued access devices shall, within 24 hours, be reported by any means possible to Airport Manager, whereupon the loss and/or theft will be recorded, and the card will be made "inactive" by the Airport for the access control point.

C. Security Responsibilities of Employees and Other Persons. No person may tamper, interfere with, compromise, modify, circumvent, or cause a person to tamper or interfere with, compromise, modify, or circumvent any security system, measure, or procedure. No person may be present within a secured area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.

D. "On Airport Driver's Safety and Training Guide for the Anderson Regional Airport." Any person given access to the Airport shall be required to read and acknowledge having read and understood the current edition of the above document provided by the Airport, to qualify for access to the Airport.

E. Airport Safety and Security. In the event Lessee fails to abide by this Section of this Lease Agreement and provided Lessee is given 5 days written notice of the violation with a 10 day period to cure, the Airport Manager, is authorized to immediately declare this Lease void, to cancel the same without any legal proceeding and to reenter and take possession of the Leased Property.

SECTION 29. PUBLIC USE AND FEDERAL GRANTS:

- A. Non-Exclusive Rights. Nothing contained in this Lease Agreement shall be construed to grant an exclusive right within the meaning of 49 USC Section 40103(e).
- B. Right to Develop Airport. Lessor reserves the right to develop or improve the Airport and all roadways, parking areas, terminal facilities, landing areas, and taxiways as it may see fit.
- C. Right to Amend. In the event that the Federal Aviation Administration or its successors shall require any modifications or changes in this Lease Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Lessee hereby consents to such amendment, addition, or removal of any of the terms, conditions, or requirements of this Lease Agreement as may be required to obtain such funds; provided, however, that in no event will Lessee be required, to accept an increase in fees or rent provided for hereunder or accept a change in the use of, accept a reduction in the size of the Leased Property, or to accept any change which would adversely affect the rights of any mortgagee, beneficiary, payee or trustee registered with Lessor as provided in Section 23, Lessee's Encumbrances.

SECTION 30. BONDS:

Lessee shall be required to furnish to Lessor:

(a) Prior to the commencement of any construction or alteration upon the Leased Property, a surety bond, satisfactory to Lessor, in a sum not less than 100% of the estimated cost of construction, guaranteeing the faithful performance and the completion of such construction, all in accordance with final plans and detailed specifications to be approved in advance by Lessor. Said bond shall guarantee Lessor against any losses and liability, damages and expenses (including attorney's fees), claims and judgments caused by or resulting from any failure of Lessee or Lessee's contractor to perform fully and faithfully the work in question within the time period herein provided for completion.

(b) Prior to the commencement of any construction work upon the Leased Property, a surety bond, satisfactory to Lessor, with Lessee's contractor or contractors as principal, in the sum equal to not less than 100% of the amount of the contract for the completion of such work guaranteeing the payments of wages for services engaged and of bills contracted for materials supplied and equipment used in the performance of such work, and protecting Lessor from any liability (including attorney's fees), loss or damage arising therefrom.

In the event that Lessee initially furnishes such bonds as required above, and thereafter

obtains from its contractor or contractors such bonds in like amount which are satisfactory to Lessor, and which provide the same protection, Lessor, upon application by Lessee and upon naming Lessor as an additional obligee of Lessee's principal and contractor under such bonds, shall release Lessee from and consent to the cancellation of the bond or bonds originally furnished by Lessee.

SECTION 31. RELATIONSHIP BETWEEN THE PARTIES:

Lessor is not a joint venture with, partner, or associate of the Lessee with respect to any matter provided for in this Lease Agreement. Nothing herein contained shall be construed to create any such relationship between the parties other than that of Lessor and Lessee.

SECTION 32. TIME OF THE ESSENCE:

Time is of the essence in this Lease Agreement.

SECTION 33. LEASE MADE IN SOUTH CAROLINA:

This Lease Agreement has been made in and shall be construed in accordance with the laws of the State of South Carolina. All suits or causes of action arising out of this Lease Agreement shall be brought in the courts of South Carolina.

SECTION 34. NOTICES:

All notices to be given hereunder shall be in writing and shall be deemed given when deposited in the United States mail, postage prepaid, certified, and addressed as follows (or at such other address as from time to time may be designated by either party by written notice to other party):

LESSOR:
Anderson County
PO Box 8002
Anderson, SC 29622-8002
ATTN: County Administrator
LESSEE:
<Lessee Name>
<RESPONSIBLE PARTY>
<ADDRESS>

SECTION 35. AS-BUILT PLANS TO BE FURNISHED:

Two complete certified sets of "as-built" plans and specifications for all buildings and

improvements on the Leased Property shall be deposited with the Airport Manager. After the completion of any new construction by Lessee on the Leased Property, two complete sets of plans and specifications for all subsequent changes therein or alterations thereof shall, within 15 days after approval, be signed by Lessee and delivered to the Airport Manager.

SECTION 36. AIRPORT MANAGER:

The Lessor, through an Airport Manager, shall have the right during the term of this Lease Agreement of managing and operating said Airport for civilian flying adjacent to the Leased Property. The right includes the promulgating of such rules and regulations, including traffic rules, so that said Airport may be operated safely and conveniently.

SECTION 37. MAINTENANCE OF RUNWAYS AND TAXIWAYS:

Lessor will maintain runways and taxiways in useable and safe condition, considering the type and nature of the initial construction, except those portions which may be closed to air traffic during periods of repair or construction, or for any other purpose deemed necessary by the Lessor.

SECTION 38. OBSTRUCTION LIGHTING:

Lessee agrees to install and maintain, including the furnishing of electrical power, obstruction lights on all structures within the Leased Property required under all applicable FAA criteria.

SECTION 39. LATE PAYMENT CHARGE:

Lessee agrees to pay a penalty charge to Lessor in an amount equal to 5% of each monthly payment not received by Lessor within 10 days of date of which payment is due.

SECTION 40. AMENDMENT OF LEASE AGREEMENT:

All duties, obligations, and liability of Lessor and Lessee may only be amended in writing.

SECTION 41. ABSOLUTE NET LEASE:

From this date forward throughout the term of the agreement, the Lease Agreement is considered to be an “absolute net” lease whereas the Lessee is responsible for the all maintenance, routine and/or emergency, of all facilities and capital improvements, maintenance of insurance, regular and unscheduled / unforeseen / emergency maintenance on any part of the Leased Property.

SECTION 42. ENVIRONMENTAL LAWS:

Lessee shall follow all local, state, and federal laws relating to environmental matters, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.); the Hazardous Material Transportation Act (49 U.S.C. § 5101 et seq.); the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.); the Clean Water Act (33 U.S.C. §1251 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.); the Safe Drinking Water Act (42 U.S.C. § 300f-§ 300h-11 et seq.); the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.); the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.); the State Underground Petroleum Environmental Response Bank Act of 1988 (South Carolina Code § 44-2-10, et. seq.); and the South Carolina Pollution Control Act, (§ 48-1-10, et. seq.), as amended.

SECTION 43. STORM WATER COMPLIANCE:

(A) Acknowledgements.

(1) If required by SCDES or other applicable laws, statutes or ordinances, Lessee acknowledges that it will apply for and obtain a Storm Water discharge permit. Lessee acknowledges that the Storm Water discharge permit issued to the Airport may name the Lessee as a co-permittee or operator.

(2) Notwithstanding any other provisions or terms of this Lease Agreement, including the Lessee's right to quiet enjoyment, Lessor and Lessee both acknowledge that close cooperation is necessary to ensure compliance with any Storm Water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Lessee acknowledges that, as discussed more fully below, it may have to minimize the exposure of Storm Water to Significant Materials generated, stored, handled or otherwise used by the Lessee, as defined in the Federal Storm Water regulations, by implementing and maintaining "Best Management Practices" as listed in the Anderson Regional Airport Storm Water Pollution Prevention Plan.

(3) Lessee acknowledges that the Airport's Storm Water discharge permit is incorporated by reference into this Lease and made a part hereof.

(4) Lessee acknowledges that Anderson County and the Airport will pass all storm water fees as related to the Leased Property to the Lessee.

(B) Permit Compliance. Lessor will give Lessee written notice of any breach by Lessee of the Airport's Storm Water discharge permit or the provisions of this section. If such breach is material, and, if of a continuing nature, Lessor may seek to terminate the lease pursuant to the terms of this Lease Agreement. Lessee agrees to cure promptly any breach.

(C) Indemnification. Notwithstanding any other provisions of this Lease, Lessee agrees to indemnify and hold harmless Lessor for any and all claims, demands, costs (including attorneys fees), fees, fines, penalties, charges, and demands by and liability directly or indirectly arising from Lessee's actions or omissions, including failure to comply with Lessee's obligations under this Section, the applicable Storm Water regulations, and Storm Water discharge permit, unless the result of Lessor's sole negligence. This indemnification shall survive any terminations or non-renewal of this Lease.

SECTION 44. SEVERABILITY:

In the event any provision of this Lease Agreement is held to be unenforceable for any reason, the remainder of the Lease Agreement shall be in full force and effect and enforceable in accordance with its terms.

RJ Hangar Exchange, LLC:

By: _____

Name: _____

Its: _____

ANDERSON COUNTY

By: Rusty Burns
Anderson County Administrator

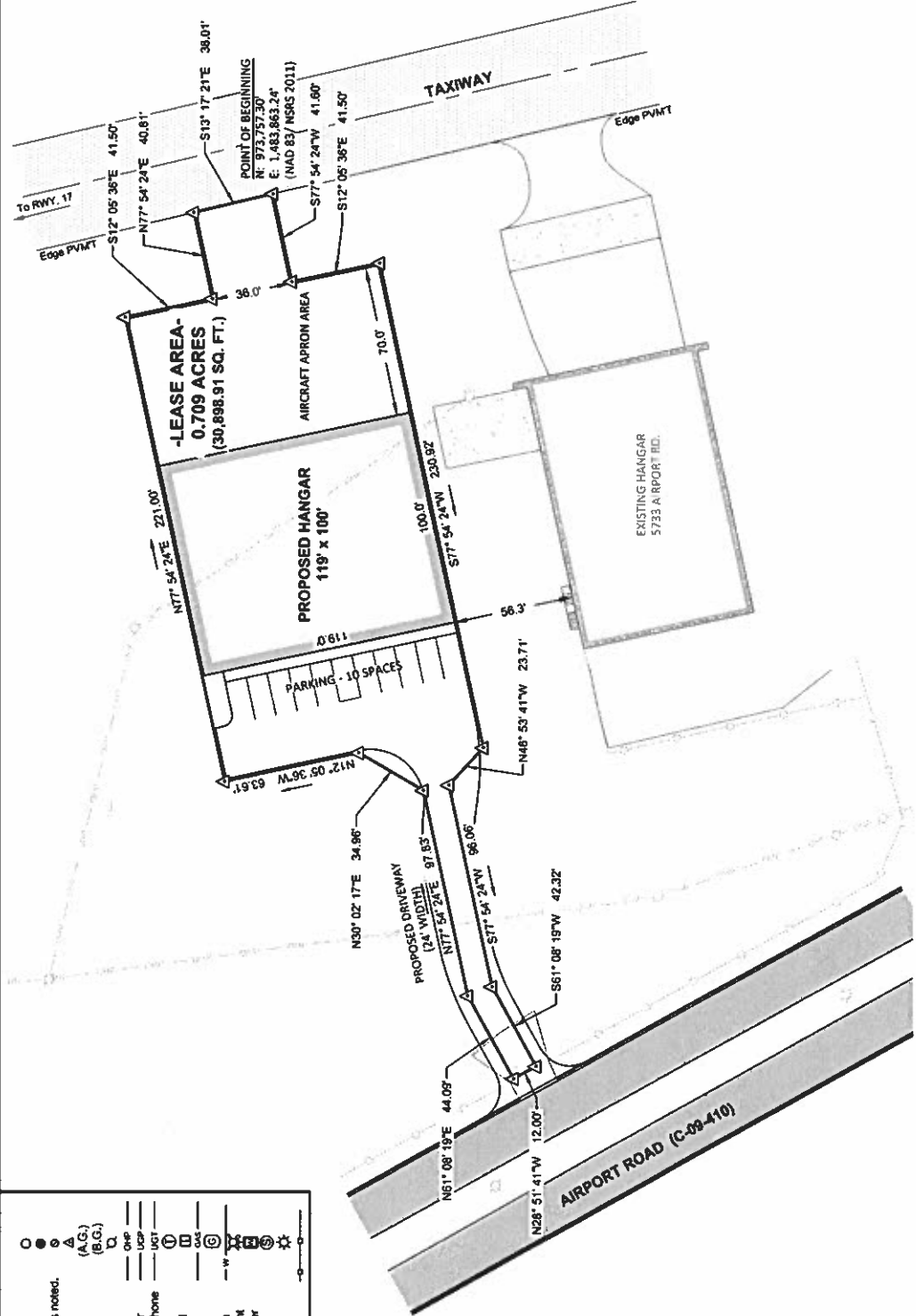
Exhibit A

Description of Leased Property

All that certain piece, parcel or lot of land situate, lying and being in the County of Anderson, State of South Carolina being shown and designated as “Lease Area” containing 0.641 acres (26,741 sq. ft) more or less as shown upon that certain survey bearing Job No.: 2025.062 dated 14 May 2025 prepared by Glenn Surveyors having the metes and bounds, courses and distances as upon said plat appear.

Together with a non-exclusive easement 24’ in width for vehicular ingress and egress over and across “Proposed Driveway” in the approximate location as shown upon the foregoing referenced survey leading from Airport Road to the leased parcel described hereinabove.

- LEGEND:**
- Iron Pin, New
 - Iron Pin, Old
 - PK Nail, new unless noted.
 - Computed Point
 - ▲ Above Grade (A.G.)
 - ▼ Below Grade (B.G.)
 - Power Pole
 - Overhead Power
 - Underground Power
 - Underground Telephone
 - Telephone MH
 - Telephone Pedestal
 - Existing Gas Main
 - Existing Gas Meter
 - Existing Water Main
 - Existing Fire Hydrant
 - Existing Water Meter
 - San. Sewer MH
 - Metal Light Pole
 - Chain Link Fence



MAD 83 (NSRS 2011)

Job No: 2025-062




119 Lakewood Drive
Townsville, S.C. 29689
864.844.1195
www.glennhilt.com

References:
Hangar Drawings and
County Correspondence

Date: 13 May 2025

Scale: 1" = 50'



South Carolina
Anderson County

EXHIBIT

AIRPORT HANGAR LEGAL DESCRIPTION

Anderson Regional Airport
at the Request of
Anderson County

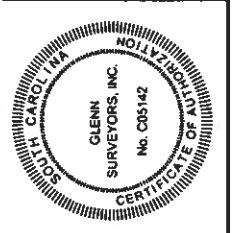
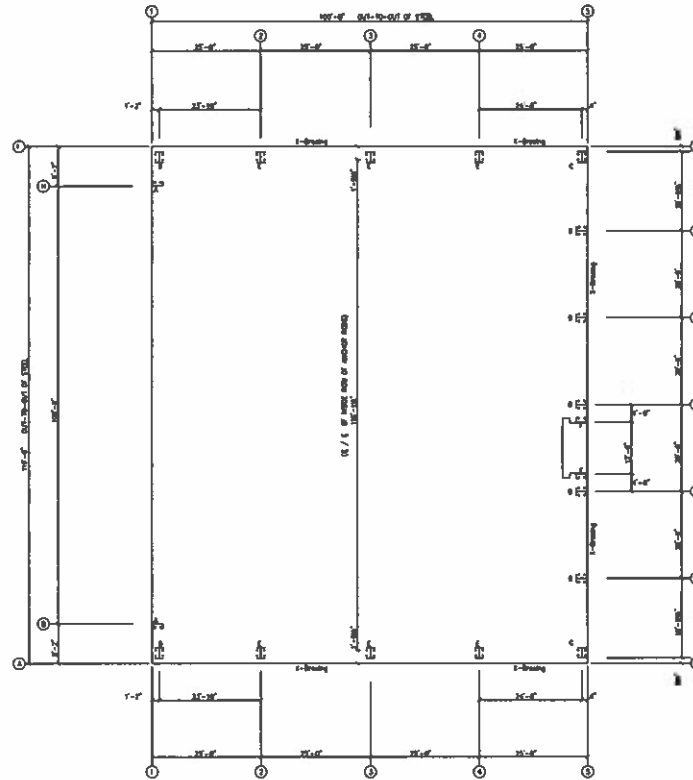


Exhibit B
Hangar Plan

PRELIMINARY DRAWING USE ONLY FOR REFERENCE.



ANCHOR ROD PLAN
NOTE: All Steel Plates @ 1/4" THK (FLOOR/SLAB) NOTED

ANCHOR RODS HAVE BEEN DESIGNED FOR SLABS AND BEAMS. SEE APPENDIX B OF AC 308-05.

SEVERAL OTHER ANGLES, SQUARE PLATES, WELDS, AND CUT WROUGHT ANCHORS MAY BE USED IN THE CONCRETE. THESE WILL BE DETERMINED BY THE FOUNDATION DESIGN ENGINEER AND PRICED BY OTHERS.

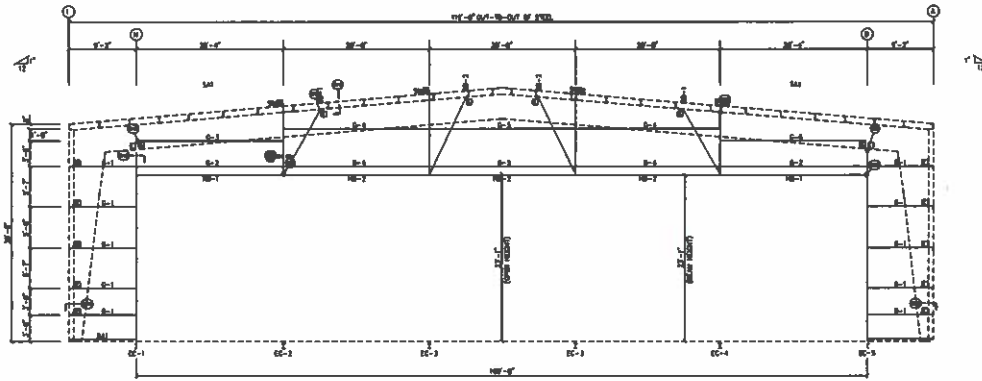
ANCHOR ROD PROJECTION IS FROM CENTER OF BARS. PLATE, WELDS, AND WROUGHT ANCHORS ARE NOT SHOWN.

BAR	DEVELOPMENT LENGTH	ANCHOR ROD (BY OTHERS)
1/2"	1'-0"	1'-0"
3/4"	1'-0"	1'-0"
1"	1'-0"	1'-0"
1 1/4"	1'-0"	1'-0"
1 1/2"	1'-0"	1'-0"

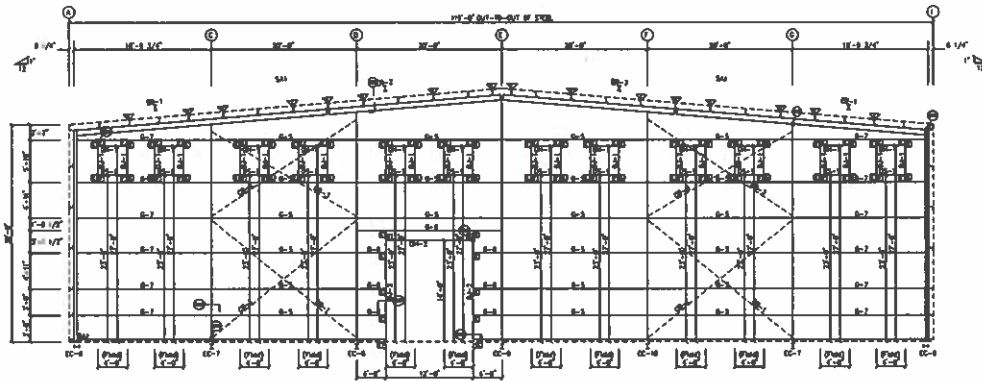
DRAWING STATUS				REVISIONS		PROJECT INFORMATION	
NO.	DATE	DESCRIPTION	BY	CHKD.	NO.	DATE	DESCRIPTION
1	3/27/25	PRELIMINARY			1	3/27/25	1/4" THK PLATE

PROJECT	ANCHOR BOLT PLAN	NO.	ADVER TO C1
DATE	3/27/25	DESIGNER	S. S. WALKER CONSTRUCTION, INC.
CLIENT	1/11/25	CHECKED	1/11/25
SCALE	AS SHOWN	DATE	3/27/25
PROJECT NO.	1/11/25	PROJECT CITY, ST., STATE	1/11/25
PROJECT NO.	1/11/25	PROJECT NO.	1/11/25
PROJECT NO.	1/11/25	PROJECT NO.	1/11/25

PRELIMINARY DRAWING USE ONLY FOR REFERENCE.



ENDWALL FRAMING: FRAME LINE 1



ENDWALL FRAMING: FRAME LINE 5

NO.	DATE	DESCRIPTION	BY	CHK
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				
45				
46				
47				
48				
49				
50				

NO.	DATE	DESCRIPTION	BY	CHK
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				
45				
46				
47				
48				
49				
50				

NO.	DATE	DESCRIPTION	BY	CHK
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				
45				
46				
47				
48				
49				
50				

NO.	DATE	DESCRIPTION	BY	CHK
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				
45				
46				
47				
48				
49				
50				

NO.	DATE	DESCRIPTION	BY	CHK
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				
45				
46				
47				
48				
49				
50				

NO.	DATE	DESCRIPTION	BY	CHK
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				
45				
46				
47				
48				
49				
50				

NO.	DATE	DESCRIPTION	BY	CHK
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				
45				
46				
47				
48				
49				
50				

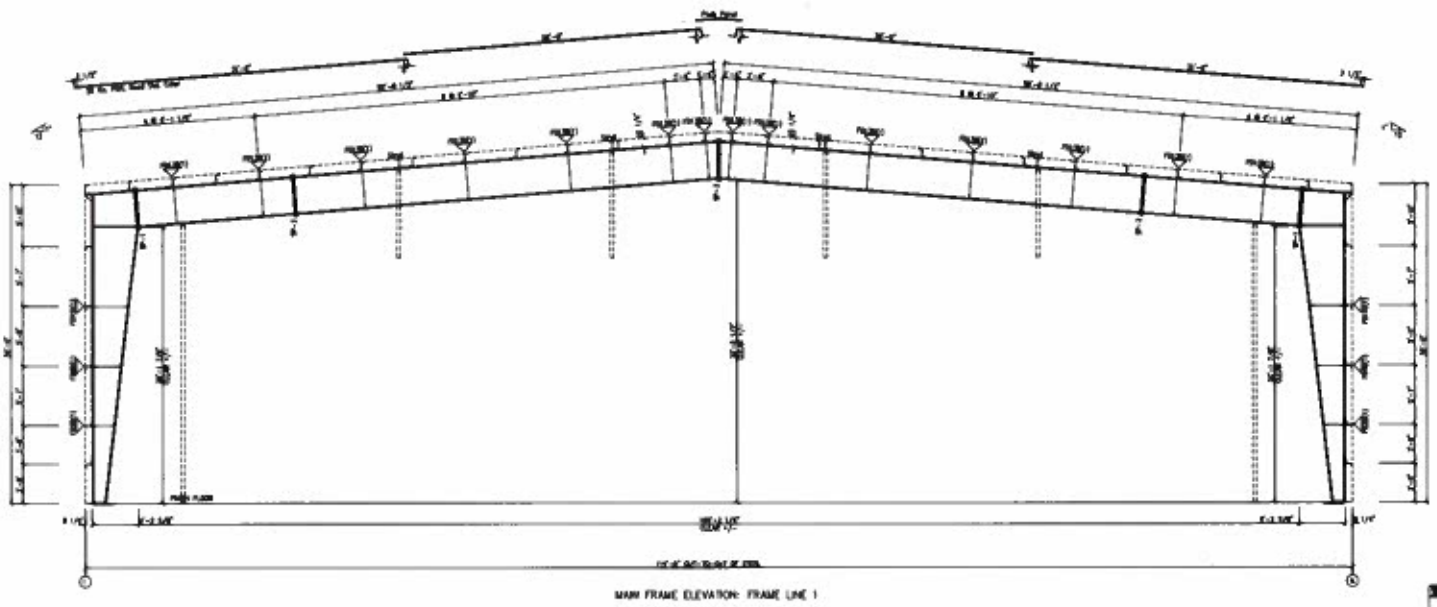
NO.	DATE	DESCRIPTION	BY	CHK
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				
45				
46				
47				
48				
49				
50				

NO.	DATE	DESCRIPTION	BY	CHK
1				

NO.	DATE	BY	CHKD.	APP.	REVISION

FRAME ELEVATION: Frame 1 of 2
 11/15/2018 10:10 AM
 11/15/2018

PRELIMINARY DRAWING USE ONLY FOR REFERENCE.



MAIN FRAME ELEVATION: FRAME LINE 1

GENERAL NOTES:
 SEE SHEET NUMBER FOR ALL OTHER ELEVATIONS OF THIS FRAME TYPE AND SIZE.

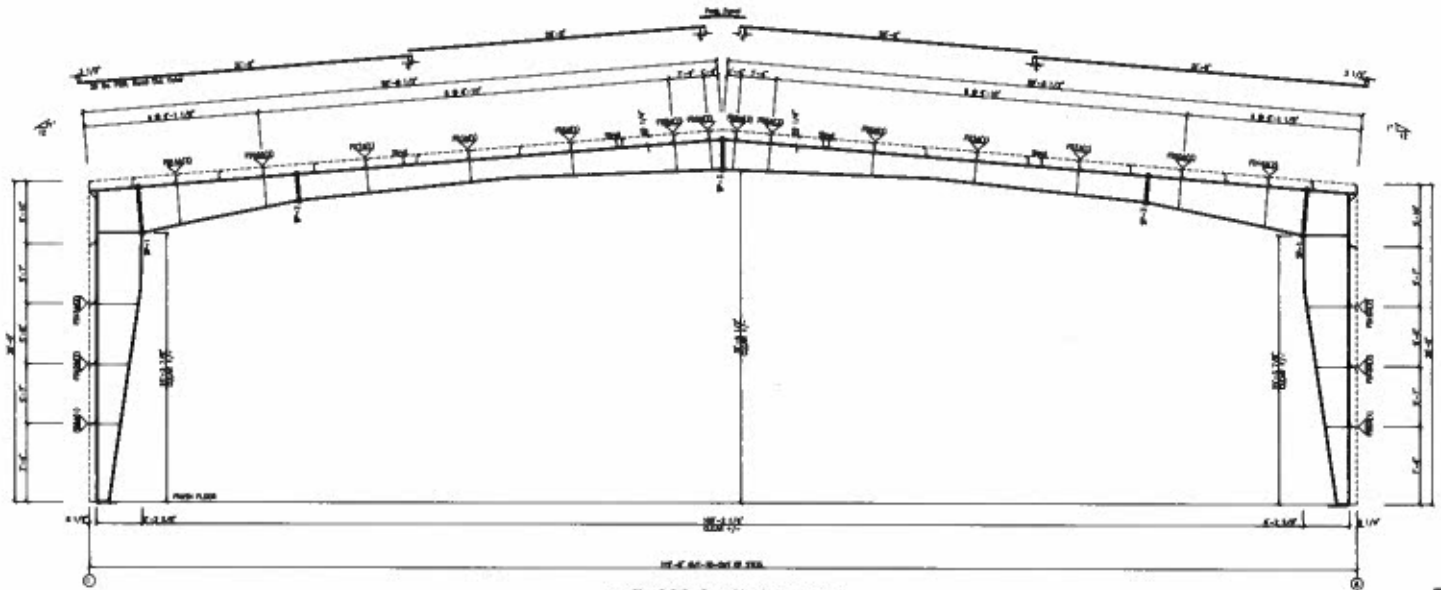
DRAWING STATUS		REVISION			PROJECT NO. 11/15/2018 SHEET NO. 11/15/2018 DATE 11/15/2018
NO.	DATE	DESCRIPTION	BY		
<input type="checkbox"/>	11/15/2018	PRELIMINARY			
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					

ENGINEER: [Signature]
 PROJECT NO. 11/15/2018
 SHEET NO. 11/15/2018
 DATE 11/15/2018
 SCALE: AS SHOWN
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 11/15/2018 10:10 AM
 11/15/2018

NO.	DATE	REVISION

PLANS SHEET No. 1 of 10
 15' SCALE (SEE PLAN)
 A. 11/20/20

PRELIMINARY DRAWING USE ONLY FOR REFERENCE.



MAIN FRAME ELEVATION FRAME LINE 2 3 4

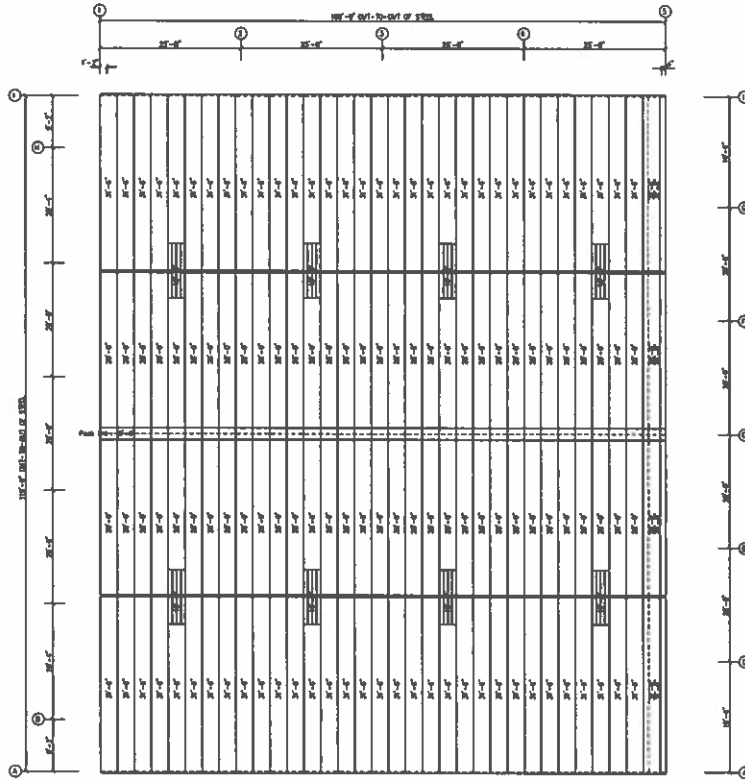
GENERAL NOTES
 SEE THE OTHER PLAN AND SECTION FOR MORE FRAME AND WALLS.

DRAWING STATUS		REVISIONS		INLAND BUILDINGS	
NO.	DATE	NO.	DATE	NO.	DATE

INLAND BUILDINGS
 2000 W. 10th St., Suite 100
 Anchorage, Alaska 99503
 (907) 562-1111
 www.inlandbuildings.com

PROJECT: [REDACTED]
 SHEET: [REDACTED]
 DATE: 11/20/20
 SCALE: 1/4" = 1'-0"

PRELIMINARY DRAWING USE ONLY FOR REFERENCE.



ROOF SHEETING PLAN
 PANELS 30 Sq. Ft. - Read the Code

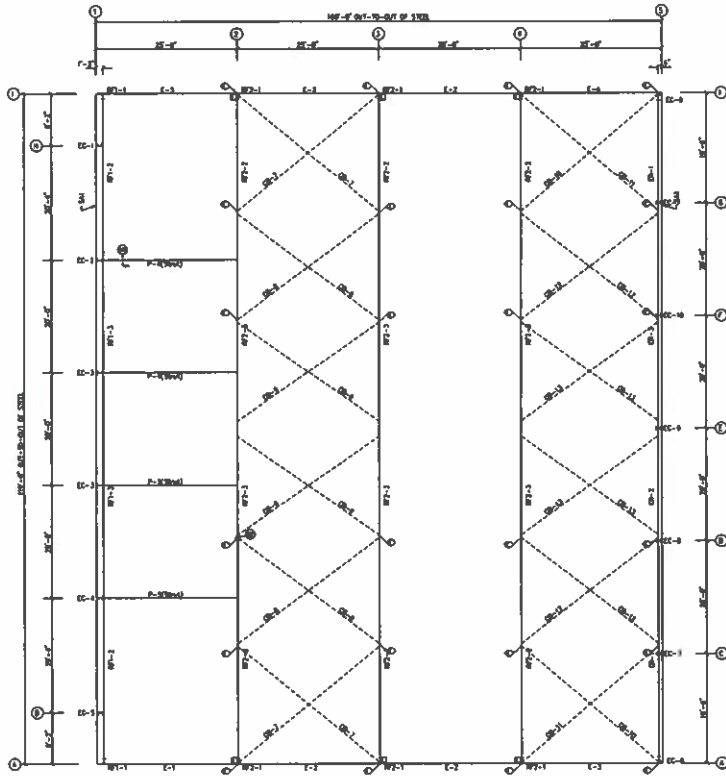
DRAWING STATUS	
<input type="checkbox"/>	NOT REVISIONS: When this drawing, set or contract was made, and all the conditions, specifications and notes attached to it comply with the requirements of the contract documents as shown.
<input type="checkbox"/>	NOT REVISIONS: When this drawing, set or contract was made, and all the conditions, specifications and notes attached to it comply with the requirements of the contract documents as shown.
<input type="checkbox"/>	NOT REVISIONS: When this drawing, set or contract was made, and all the conditions, specifications and notes attached to it comply with the requirements of the contract documents as shown.

NO.	DATE	DESCRIPTION	BY	CHECKED
1	1/20/25	PRELIMINARY		

INLAND BUILDINGS 201 SOUTH AVENUE 500 GAITHERSBURG, MD 20878 PHONE: 301-281-1100 FAX: 301-281-1101 www.inlandbuildings.com	
PROJECT: ROOF SHEETING CLIENT: [REDACTED] DESIGN: [REDACTED] DATE: 1/20/25	DRAWN BY: [REDACTED] CHECKED BY: [REDACTED] DATE: 1/20/25
SHEET NO: 1 TOTAL SHEETS: 9	REVISION TO: 61 CONTRACTOR: [REDACTED] ADDRESS: [REDACTED]

11 101

PRELIMINARY DRAWING USE ONLY FOR REFERENCE.

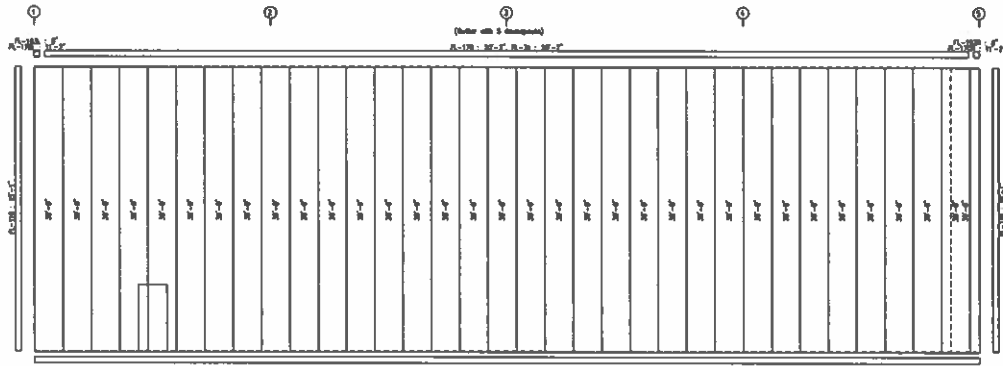


ROOF FRAMING PLAN

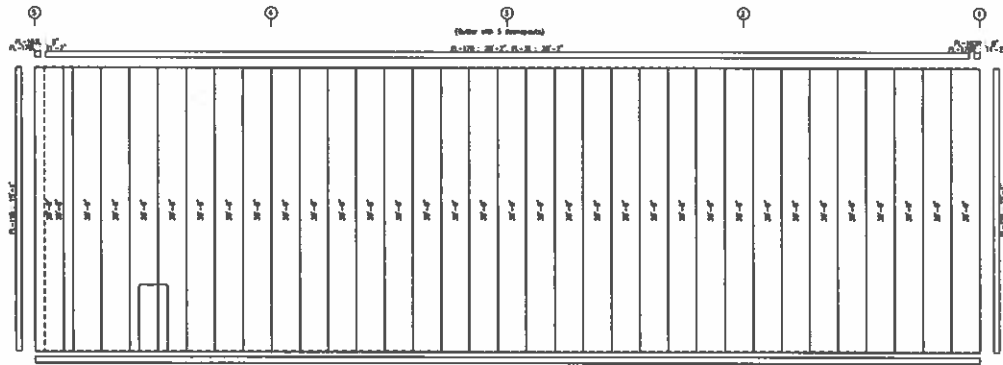
DRAWING STATUS		REVISIONS		PROJECT INFORMATION	
NO.	DATE	DESCRIPTION	BY	DATE	DESCRIPTION
	3/19/25	PRELIMINARY			

INLAND ENGINEERING 844 BROAD STREET, SUITE 100, GAITHERSBURG, MD 20878 PHONE: 301.281.1100 FAX: 301.281.1101 WWW.INLANDENGINEERING.COM		FOR ADVICE TO CLIENT CONTACT: E. S. SHAW COMPANY: E. S. SHAW CONSTRUCTION, INC. ADDRESS: 1171 OLD HICKORY LANE, SUITE 100 FOREST CITY, NC 28034 PHONE: 704.739.1100 FAX: 704.739.1101 WWW.ESSHAW.COM	
DATE:	3/19/25	SCALE:	N.T.S.
DRAWING NO.:	04032505_R-1	SHEET NO.:	13 of 19

PRELIMINARY DRAWING USE ONLY FOR REFERENCE.



SIDEWALL SHEETING & TRIM: FRAME LINE A
PANELS 36' On Panel - Road Side Cur



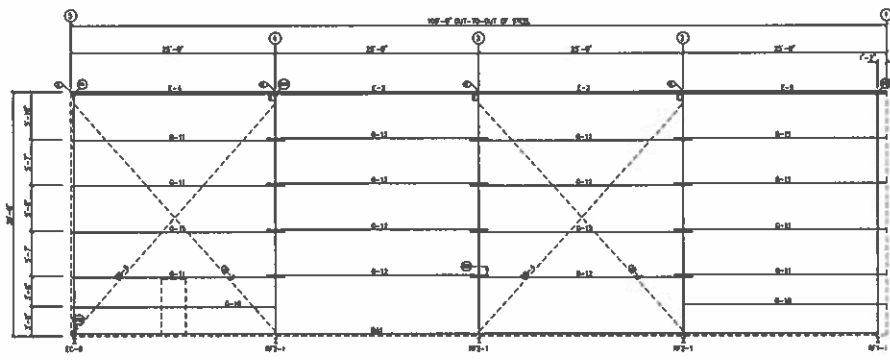
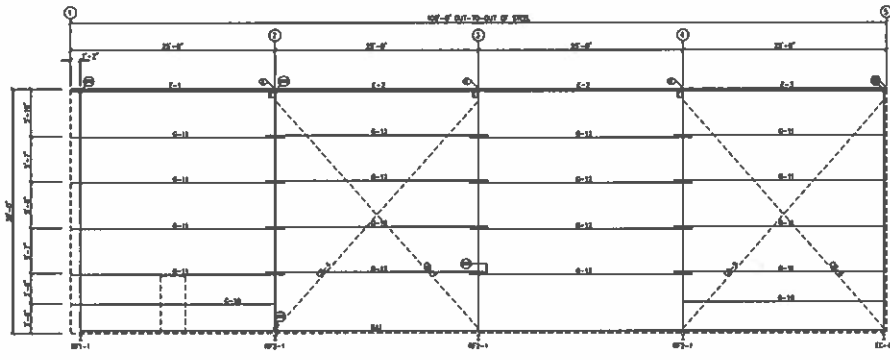
SIDEWALL SHEETING & TRIM: FRAME LINE I
PANELS 36' On Panel - Road Side Cur

GENERAL NOTES:
 1. THIS IS A PRELIMINARY DRAWING. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CHANGE WITHOUT NOTICE.
 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 4. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 5. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

DRAWING STATUS		REVISIONS		PROJECT INFORMATION	
NO.	DATE	NO.	DATE	DESCRIPTION	BY
1	3/28/25	1	3/28/25	ISSUED FOR PERMITS	MM

SHAW-WALKER ENGINEERING & ARCHITECTURE, INC. 2440 W. 10TH AVENUE, SUITE 100 DENVER, CO 80202 PHONE: 303.733.1111 FAX: 303.733.1112 WWW.SHAW-WALKER.COM		SHAW-WALKER ENGINEERING & ARCHITECTURE, INC. 2440 W. 10TH AVENUE, SUITE 100 DENVER, CO 80202 PHONE: 303.733.1111 FAX: 303.733.1112 WWW.SHAW-WALKER.COM	
--	--	--	--

PRELIMINARY DRAWING USE ONLY FOR REFERENCE.



DATE	3/17/25
BY	...
CHECKED	...
APPROVED	...
SCALE	...
TITLE	...

DRAWING STATUS		REVISIONS		DATE	DESCRIPTION	BY	CHK
<input type="checkbox"/>	DESIGN	<input type="checkbox"/>	ISSUED FOR PERMIT				
<input type="checkbox"/>	CONSTRUCTION	<input type="checkbox"/>	FOR CONSTRUCTION				

PROJECT	UNLANNED BLDG CONCEPT	NO	REVER TO C1
OWNER	...	DATE	...
DESIGNER	...	SCALE	...
DATE	3/16/25	BY	...
CHECKED	...	DATE	...
APPROVED	...	DATE	...

Exhibit C
FAA Final Determination
(To be included later)

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR ANDERSON COUNTY**

ORDINANCE NO 2025-022

AN ORDINANCE TO ADOPT THE OPERATING AND CAPITAL BUDGETS OF ANDERSON COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026, AND TO MAKE APPROPRIATIONS FOR SUCH ANDERSON COUNTY BUDGETS FOR COUNTY ORDINARY PURPOSES AND FOR OTHER COUNTY PURPOSES FOR WHICH THE COUNTY MAY LEVY A TAX OTHER THAN FOR TRI-COUNTY TECHNICAL COLLEGE PURPOSES; TO PROVIDE FOR THE LEVY OF TAXES ON ALL TAXABLE PERSONAL AND REAL ESTATE PROPERTIES IN ANDERSON COUNTY FOR SUCH COUNTY ORDINARY PURPOSES, INCLUDING SUFFICIENT TAX TO PAY THE PRINCIPAL AND INTEREST ON OUTSTANDING INDEBTEDNESS OF ANDERSON COUNTY MATURING DURING SAID FISCAL YEAR; TO ADOPT THE OPERATING AND CAPITAL BUDGETS OF ANDERSON COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026, AND TO MAKE APPROPRIATIONS FOR SUCH ANDERSON COUNTY BUDGETS, FOR TRI-COUNTY TECHNICAL COLLEGE; TO PROVIDE FOR THE LEVY OF TAXES ON ALL PERSONAL AND REAL PROPERTIES IN ANDERSON COUNTY ON WHICH SCHOOL TAXES MAY BE LEVIED FOR SUCH TRI-COUNTY TECHNICAL COLLEGE PURPOSES; TO PROVIDE FOR THE LEVY, ASSESSMENT AND COLLECTION OF CERTAIN OTHER TAXES AND FEES; TO PROVIDE FOR THE EXPENDITURE OF SAID TAXES AND OTHER REVENUES COMING TO THE COUNTY DURING SAID FISCAL YEAR; AND TO PROVIDE FOR OTHER MATTERS RELATING TO ANDERSON COUNTY.

BE IT ENACTED by the County Council for Anderson County, South Carolina ("Anderson County"), as follows:

The following operating and capital budgets for Anderson County for the fiscal year beginning July 1, 2025, and ending June 30, 2026, are hereby adopted and directed to be implemented by the Anderson County Administrator and staff.

SECTION I-ADOPTION OF OPERATING AND CAPITAL BUDGETS FOR COUNTY ORDINARY AND OTHER PURPOSES

Pursuant to Section 4-9-140 of the South Carolina Code of Laws, 1976, as amended (the "Code"), the operating and capital budgets of Anderson County (the "Anderson County Budgets"), for County ordinary purposes and for other County purposes for which the County may levy a tax other than for Tri-County Technical College purposes, as hereinafter set forth, by reference and otherwise, are hereby adopted for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

SECTION II-LEVYING OF A SUFFICIENT TAX FOR COUNTY ORDINARY AND OTHER PURPOSES

A tax of sufficient millage to fund the appropriations for the Anderson County Budgets, herein made, for the fiscal year beginning July 1, 2025 and ending June 30, 2026, after crediting against such appropriations all other revenue anticipated to accrue to Anderson County during said fiscal year, not designated for any other specific purpose, is hereby directed to be levied upon all taxable property of Anderson County upon which the County may levy County ordinary taxes, for County ordinary purposes and for other County purposes for which the County may levy a tax, other than for the Anderson County Library, Tri-County Technical College purposes, County sewer, Solid Waste fees, Sewer fees, Civic Center fees, Animal Shelter fees, 9-1-1 tariffs, and road encroachment fees, all as separately levied in this Ordinance, such tax to fund the following amounts or millage, which shall be separately identified, levied, collected, and accounted for, as millage, for the purposes shown, as required by subsequent sections of this Ordinance (excluding Fee-In-Lieu of Taxes), with the total millage so levied, exclusive of debt service millage to be set by the Anderson County Auditor, not to exceed 82.5 mills. This Ordinance shall serve as Anderson County Council’s written certification to the Anderson County Auditor required under Section 12-43-285 of the South Carolina Code of Laws (1976, as amended).

County Ordinary	\$78,600,000	71.2 Mills
2024 General Obligation Bonds	\$597,095	.6 Mills*
2020 General Obligation Bonds	\$570,155	.6 Mills*

*Debt service levies are statutorily set by the Auditor in the fall. This is an estimate for budget purposes.

Other taxes and uniform assessments levied by this Ordinance are:

Anderson County Library	\$5,850,000	5.5 Mills
Infrastructure Reserve Fund	\$1,880,000	1.7 Mills
Capital Fund	\$4,530,000	4.1 Mills
Tri-County Technical College	\$3,205,000	3.0 Mills
Anderson County Sewer	\$2,485,000	3.0 Mills
Solid Waste/Recycling Fees	As set in Section XIV	\$105.00 per household \$115.81 per commercial
Sewer Fees	As set in Section XV	
Civic Center Fees	As set in Section XXXIII	
Animal Shelter Fees	As set in Section XXXIV	
911 Tariff	As set in Section XXXVI	
Road Encroachment Fees	As set in Section XXXVII	

SECTION III-GENERAL FUND APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2025 and ending June 30, 2026, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

GENERAL FUND APPROPRIATIONS

FUNCTION	AMOUNT
County Government Administration	\$47,224,860
Health and Welfare	5,917,345
Public Safety	62,153,935
Public Works	14,015,575
Culture and Recreation	4,184,250
Transfer Out	2,325,885
Contingency	<u>300,000</u>
Total Appropriations-General Fund	<u>\$136,121,850</u>

GENERAL FUND REVENUE

LOCAL SOURCES-4100

001000-410101	Property Taxes-RPC Current	\$67,000,000
001000-410102	Property Taxes-RPC Delinquent	3,650,000
001000-410103	Property Taxes-Vehicles	11,600,000
001000-410106	Property Taxes-FILOT	3,700,000
001000-411200	Fees/Fines-Court Division	160,000
001000-411210	Fees/Fines-Magistrates	1,100,000
001000-411220	Fees/Fines-Family Court	415,000
001000-411221	Fees/Fines-Family Court Filing Fees	10,000
001000-411230	Fees/Fines-Judge of Probate	515,000
001000-411240	Fees/Fines-Master-in-Equity	100,000
001000-411250	Fees/Fines-Sheriff	25,000
001000-411251	Fees/Fines-Sex Offender Registry	23,000
001000-411260	Fees/Fines-Worthless Check Unit	4,000
001000-411290	Fees/Fines-Register of Deeds	2,500,000
001000-412101	Ticket Sales-Civic Center	22,000
001000-412102	Rent of Property-Civic Center	400,000
001000-412103	Vendor Fees	3,000
001000-412109	Concessions-Civic Center	8,000
001000-412201	Soccer-Sports Complex	12,000
001000-412202	Softball-Sports Complex	7,500
001000-412203	Tennis-Sports Complex	200
001000-412204	Baseball-Sports Complex	25,000
001000-412205	Rental-Sports Complex	12,500
001000-412209	Concessions-Sports Complex	11,000
001000-412309	Concessions-Amphitheatre	5,000
001000-412400	Fees-Cablevision Franchise	1,300,000
001000-412401	Fees-Maps and Plats	70,000
001000-412402	Fees-Municipal Collection	70,000
001000-412403	Fees-Delinquent Tax Posting Fee	45,000
001000-412404	Fees-Plans Review	335,000
001000-412405	Fees-Driveway Aprons	325,000
001000-412407	Fees-Reinspections	5,000
001000-412410	Fees-Animal Shelter	35,000

001000-412500	Fees-Coroner	6,000
001000-413100	Permits-Building	1,655,000
001000-413110	Permits-Electrical	335,000
001000-413120	Permits-Heating and Air	230,000
001000-413130	Permits-Land Use	275,000
001000-413140	Permits-Plumbing	170,000
001000-413150	Permits/License-Mobile Homes	75,000
001000-413160	Permits-Encroachment	80,000
001000-413400	Local Option	90,000
001000-414100	Rent of Property	270,000
001000-414120	Booth Rental-Farmer's Market	5,000
001000-414130	Farmer's Market-Event Rental	4,500
001000-414140	Broadway Lake Rental	50,000
001000-415100	City of Anderson-Forensics	43,000
001000-415110	Oconee County Drug Lab Match	60,000
001000-415120	School Crossing Guards	265,000
001000-415130	School Resource Officers	3,647,595
001000-415140	Library Security Reimbursement	135,000
001000-415150	Medical Examiner Reimbursement	140,000
001000-415200	Oconee County Master-in-Equity	36,055
001000-418100	Local Contributions	1,200,000
001000-418120	Miscellaneous	65,000
001000-418130	Decal Fees	170,000
001000-419900	Interest Income	1,400,000
001000-310000	Fund Balance	<u>18,356,400</u>
	Total Amount of Local	<u>122,256,750</u>
STATE SOURCES		
001000-421100	Local Government Fund	9,830,000
001000-421200	Homestead	2,815,000
001000-421300	State Grants	16,500
001000-421400	Merchants Inventory	285,000
001000-421500	Registration and Elections	130,600
001000-421600	Flood Control	135,000
001000-421700	Salary Assistance	130,000
001000-421800	Health and Environmental	10,000
001000-427401	State Supplement-Retirement Credit	<u>330,000</u>
	Total Amount of State	<u>13,682,100</u>
FEDERAL SOURCES		
001000-433000	Corps of Engineers	103,000
001000-434000	DSS Reimbursement	<u>25,000</u>
	Total Amount of Federal	<u>128,000</u>
TRANSFER IN		
001000-640175	Transfer In-State ATAX	<u>55,000</u>
	Total Amount of Transfer In	<u>55,000</u>
	Total Revenue-General Fund	<u>\$136,121,850</u>

No amount of the Local Government Fund revenue shall be used for lobbying purposes. Disbursements from the special projects accounts to nonprofit organizations shall be made once annually unless County Council determines that exceptional circumstances require otherwise.

SECTION IV-SPECIAL REVENUE FUND APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2025 and ending June 30, 2026, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

SPECIAL REVENUE FUND APPROPRIATIONS		
	Total Appropriated	<u>\$77,643,210</u>
SPECIAL REVENUE FUND REVENUE		
102	Grants-Local Contributions	\$3,654,045
	Miscellaneous	25,000
	Veteran Affairs	5,000
	State Grants	2,664,000
	Federal Grants	374,945
	Transfer In-General Fund	50,000
	Transfer In-Accommodations Tax	45,000
	Transfer In-Accommodations Fee	310,000
	Transfer In-Infrastructure	60,000
	Fund Balance	1,022,000
103	Museum Store Sales	8,000
	Fund Balance	9,000
104	American Rescue Plan	2,500,000
	Interest Income	500,000
106	Clerk of Court-Bondmen-Fees	5,000
	Fund Balance	16,500
107	Opioid Initiative Grant-State Grants	1,550,000
114	Public Defender-Local Contributions	275,000
	State Revenue	2,074,655
	Municipal Funding	59,105
	Transfer In-General Fund	1,300,000
	Fund Balance	530,180
117	TTI-State Grant	415,500
	Federal Grant	1,500,000
118	HOME Program-Federal Grant	2,860,000
	Transfer In-General Fund	140,000
137	Transfer In-“C” Funds	2,000
138	Capital Projects Sales Tax	500,000
139	“C” Funds	5,639,610
	Local Contributions	100,000
	Fund Balance	35,675
	Transfer In-Infrastructure	226,715

140	Tri-County Technical College-Millage	3,205,000
	Delinquent Taxes	75,000
	Fee-In-Lieu of Taxes	149,000
	Homestead Exemption	120,230
	Fund Balance	315,970
142	Airport	8,113,530
143	Anderson County Library-Millage	5,850,000
	Delinquent Taxes	150,000
	Fee-In-Lieu of Taxes	285,000
	Homestead Exemption	223,000
	Fund Balance	945,640
150	Title IV-D/Family Court-Incentive Payments	330,000
	Transfer In-General Fund	308,445
152	DSS Incentive Payments	25,000
	Fund Balance	30,000
156	Victim Bill of Rights	151,000
	Transfer In-General Fund	186,120
157	Victims of Crime Act Grant	124,180
	Transfer In-General Fund	114,570
163	HAZMAT-Local Contributions	53,000
	Fund Balance	17,400
165	Federal Emergency Management Agency-State Grant	1,700,000
	Federal Grant	9,422,345
	Transfer In-AFEE	277,790
	Transfer In-Capital Projects	217,910
	Transfer In-Infrastructure	1,309,715
168	Documentary Stamps	3,900,000
	Fund Balance	700,000
173	Detention Center Canteen-Concessions	300,000
174	E-911 Revenues	1,476,400
	Fund Balance	(5,130)
175	State Accommodation Tax	625,000
176	Infrastructure-Transfer In-Infrastructure Reserve	1,000,000
177	County Accommodations Tax	1,500,000
	Interest Income	22,000
	Fund Balance	788,000
180	PARD/Recreation-State Grants	100,000
	Transfer In-General Fund	20,000
181	Office of Justice Programs-State Grant	250,000
	Federal Grant	327,010
	Transfer In-General Fund	139,675
191	Duke Energy-EPD	15,000
	Fund Balance	77,050
194	Animal Shelter Donations	300,000
195	Sheriff Forfeiture Fund	450,000
	Fund Balance	250,000

196	Infrastructure Reserve Fund-Millage	1,880,000
	Delinquent Taxes	65,000
	Fee-In-Lieu of Taxes	90,000
	Homestead Exemption	70,000
	Fund Balance	1,091,430
198	Sheriff Forfeiture Non-Drug-Fund Balance	<u>125,000</u>
	Total Special Revenue Fund Revenue	<u>\$77,713,210</u>

SECTION V-DEBT SERVICE AND OTHER FINANCING APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2025 and ending June 30, 2026, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

GENERAL OBLIGATION BOND DEBT SERVICE APPROPRIATIONS

<u>BOND</u>	<u>APPROPRIATED</u>
2024 General Obligation Bond	\$732,600
2020 General Obligation Bond	<u>668,860</u>
Total General Obligation Bond Debt Service Appropriated	<u>\$1,401,460</u>

GENERAL OBLIGATION BOND DEBT SERVICE REVENUE

<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
Property taxes, including delinquent taxes	\$1,188,750
Fee-In-Lieu of Taxes	60,725
Merchants Inventory	75,090
Homestead Exemption	49,455
Fund Balance	<u>27,440</u>
Total General Obligation Bond Debt Service Revenue	<u>\$1,401,460</u>

SPECIAL SOURCE REVENUE BOND DEBT SERVICE APPROPRIATIONS

<u>BOND</u>	<u>APPROPRIATED</u>
Special Source Revenue Bonds	\$865,065
Total Revenue Bond Debt Service Appropriated	<u>\$865,065</u>

SPECIAL SOURCE REVENUE BOND DEBT SERVICE REVENUE

<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
Transfer In-Economic Development Fund	\$865,065
Total Revenue Bond Debt Service Revenue	<u>\$865,065</u>

INSTALLMENT PURCHASE REVENUE BOND DEBT SERVICE APPROPRIATIONS

<u>BOND</u>	<u>APPROPRIATED</u>
Special Source Revenue Bonds	\$5,192,780
Total Revenue Bond Debt Service Appropriated	<u>\$5,192,780</u>

INSTALLMENT PURCHASE REVENUE BOND DEBT SERVICE REVENUE	
<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
Transfer In-Economic Development Fund	\$5,192,780
Total Revenue Bond Debt Service Revenue	<u>\$5,192,780</u>

SPECIAL TAX DISTRICT APPROPRIATIONS	
<u>SPECIAL TAX DISTRICT</u>	<u>AMOUNT</u>
The Farm	\$5,595
Total Special Tax District Appropriations	<u>\$5,595</u>

SPECIAL TAX DISTRICT REVENUE	
<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
Special Tax District Fees	\$5,595
Total Special Tax District Revenue	<u>\$5,595</u>

LEASE PURCHASE FINANCINGS ANNUAL APPROPRIATIONS	
Equipment Lease Purchase	
Total Lease Purchase Financings Annual Appropriations	\$67,075
Total Lease Purchase Financings Annual Appropriations	<u>\$67,075</u>

LEASE PURCHASE FINANCINGS REVENUE	
<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
Transfer In-General Fund	\$67,075
Total Lease Purchase Financings Revenue	<u>\$67,075</u>
Total Debt Service and Other Financings Appropriations	<u>\$7,531,975</u>
Total Debt Service and Other Financings Revenue	<u>\$7,531,975</u>

To the extent that any monies remain in any debt service funds of the County, upon complete satisfaction of the debt for which such funds were collected, the County Administrator may transfer all such excess and otherwise unused funds to and utilize such funds for any other Anderson County debt service fund which has been lawfully created by Anderson County Council to pay debt service on any lawful debt obligation of the County. Further, to the extent that any monies remain in the capital project accounts of the County, upon complete satisfaction of the stated purposes for which such funds were initially authorized, the County Administrator may transfer all such excess and otherwise unused funds to and utilize such funds for any other Anderson County activity or purpose which has been duly authorized by Anderson County Council and for which debt funds of the County may be lawfully used.

SECTION VI-CAPITAL PROJECTS FUNDS APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2025 and ending June 30, 2026, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

CAPITAL PROJECTS FUNDS APPROPRIATIONS		
<u>FUND</u>	<u>ACTIVITY</u>	<u>APPROPRIATED</u>
318	Detention Center	\$53,400,000
326	2024 GOB	6,900,000
346	2018 SSRB	4,000,000

360	Capital Reserve Fund	7,822,110
361	Capital Replacement Fund	5,900,000
368	Economic Development	8,453,345
Total Capital Funds Appropriations		<u>\$86,475,455</u>

CAPITAL PROJECTS FUNDS REVENUES

<u>FUND</u>	<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
318	Detention Center Fund Balance	\$53,400,000
326	2024 GOB Fund Balance	6,900,000
346	Special Source Revenue Bond-Fund Balance	4,000,000
360	Capital Reserve Fund-Property Taxes	4,530,000
	Delinquent Property Taxes	90,000
	Fee-In-Lieu of Taxes	210,000
	Homestead Exemption	170,000
	Sale of Capital	50,000
	Insurance Proceeds	75,000
	Transfer In-Documentary Stamps	700,000
	Transfer In-AFEE	1,130,000
	Fund Balance	867,110
361	Transfer In-2024 GOB	1,900,000
	Transfer In-Capital Projects	1,600,000
	Transfer In-Economic Development	2,400,000
368	Economic Development-Property Taxes	740,000
	Fee-In-Lieu of Taxes	3,100,000
	Fund Balance	4,613,345
Total Capital Funds Revenue		<u>\$86,475,455</u>

SECTION VII-ENTERPRISE FUNDS APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2025 and ending June 30, 2026, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein; provided, however that to the extent, only, that revenues for Enterprise Fund activities exceed the revenue projections shown below, the Appropriations shown for Enterprise Funds herein may be adjusted by the Administrator to match the increased revenues, subject to the requirements of Section XXVI, hereof. Provided, further, that the Administrator is authorized to write off, discharge, or otherwise adjust uncollectible and otherwise unenforceable debt owed to the enterprise funds of the county, utilizing the same standards used by the Anderson County Treasurer to adjust nulla bona debt of the County.

ENTERPRISE FUNDS APPROPRIATIONS

<u>ACTIVITY</u>	<u>APPROPRIATED</u>
Sewer	\$11,566,125
Stormwater	886,955
Solid Waste/Recycling	11,562,095
Total Enterprise Funds Appropriations	<u>\$24,015,175</u>

ENTERPRISE FUNDS REVENUES

<u>REVENUES</u>	<u>AMOUNT</u>
Sewer Property Taxes, State Revenue, Fees & Interest	\$13,329,855
Sewer State Grant	1,500,000
Sewer-Transfer In-ARPA	3,000,000
Sewer-Transfer In-2018 SSRB	5,350,000
Sewer-Fund Balance	(11,613,730)
Stormwater-Fees	335,315
Stormwater-Transfer In from Sewer	551,640
Solid Waste/Recycling	11,154,940
Solid Waste/Recycling State Grant	125,445
Solid Waste Fund Balance	<u>281,710</u>
Total Enterprise Funds Revenues	<u>\$24,015,175</u>

SECTION VIII-LEVYING OF A SUFFICIENT TAX FOR ANDERSON COUNTY LIBRARY PURPOSES

A tax of sufficient millage to fund the appropriations in the amount of \$5,850,000 (excluding delinquent taxes totaling approximately \$150,000, fee-in-lieu of taxes totaling approximately \$285,000, homestead exemption totaling approximately \$223,000, and fund balance totaling \$945,640), for the Anderson County Library budgets, herein made, for the fiscal year beginning July 1, 2025 and ending June 30, 2026, is hereby directed to be levied on all personal and real property in Anderson County, and shall be identified as such on Anderson County tax bills. To the extent such levy results in excess revenues, above those stated above, all such revenues shall be placed and maintained in the Anderson County Library fund balance. Any funds in the Anderson County Library fund balance at any point in time in excess of those required for the Anderson County Library budgets herein made, may be utilized by the Anderson County Library Board of Trustees; provided, however, the expenditures of said surplus funds shall never exceed the amount of the most recent approved budget of the Library. There shall be credited against said appropriations all other revenues anticipated to accrue to Anderson County during said year for Anderson County Library. All such taxes and other revenues shall be levied, collected, deposited, disbursed and accounted for in the Anderson County Library Fund, with a specific levy and account for the library appropriation category listed herein.

SECTION IX-ANDERSON COUNTY LIBRARY FUND APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2025 and ending June 30, 2026, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

<u>ACTIVITY</u>	<u>APPROPRIATED</u>
Anderson County Library Fund	<u>\$7,453,640</u>
Total Anderson County Library Fund Appropriations	<u>\$7,453,640</u>

ANDERSON COUNTY LIBRARY FUND REVENUES

<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
Property Taxes	\$5,850,000
Delinquent Taxes	150,000
Fee-In-Lieu of Taxes	285,000
Homestead Exemption	223,000
Fund Balance	945,640
Total Anderson County Library Fund Revenue	<u>\$7,453,640</u>

The Anderson County Auditor is hereby directed to levy as separately identified County ordinary millage and the Anderson County Treasurer hereby directed to collect, disburse monthly (if funds are available), and account for as a separate fund the sums identified herein for the Anderson County Library Fund.

SECTION X-ADOPTION OF OPERATING AND CAPITAL BUDGETS FOR TRI-COUNTY TECHNICAL COLLEGE PURPOSES

Pursuant to Section 4-9-70 of the Code, the operating and capital budgets of Anderson County specifically for Tri-County Technical College as hereinafter set forth, by reference and otherwise, are hereby adopted for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

SECTION XI-LEVYING OF A SUFFICIENT TAX FOR TRI-COUNTY TECHNICAL COLLEGE PURPOSES

A tax of sufficient millage to fund the appropriations in the amount of \$3,205,000 (excluding delinquent taxes totaling approximately \$75,000, fee-in-lieu of payments totaling approximately \$149,000, homestead exemption payments totaling \$120,230, and usage of fund balance totaling approximately \$315,970) for the Tri-County Technical College Budgets, herein made, for the fiscal year beginning July 1, 2025 and ending June 30, 2026, is hereby directed to be levied on all personal and real property in Anderson County on which school taxes may be levied, and shall be identified as such on Anderson County tax bills. To the extent such levy results in excess revenues, above those stated above, all such revenues shall be placed and maintained in the Tri-County Technical College fund balance. There shall be credited against said appropriations all other revenues anticipated to accrue to Anderson County during said year for Tri-County Technical College. All such taxes and other revenues shall be levied, collected, deposited, disbursed and accounted for in the Tri-County Technical College Fund, with a specific levy and account for the special education appropriation category listed herein.

SECTION XII TRI-COUNTY TECHNICAL COLLEGE FUND APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2025 and ending June 30, 2026, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

<u>ACTIVITY</u>	<u>APPROPRIATED</u>
Tri-County Technical College	\$3,865,200
Total Tri-County Technical College Appropriations	<u>\$3,865,200</u>

TRI-COUNTY TECHNICAL COLLEGE REVENUES

<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
Property Taxes	\$3,205,000
Delinquent Taxes	75,000
Fee-In-Lieu of Taxes	149,000
Homestead Exemption	120,230
Fund Balance	<u>315,970</u>
Total Tri-County Technical College Revenues	<u>\$3,865,200</u>

SECTION XIII-TAX FOR ANDERSON COUNTY SEWER

There is hereby directed to be levied a tax of three (3) mills on all county ordinary taxable and real property in all unincorporated areas of Anderson County, pursuant to Anderson County Ordinance Number 164 of 1986, to provide sewer service in the County.

SECTION XIV-SOLID WASTE/RECYCLING FEES

There shall be a uniform \$105.00 Residential Solid Waste/Recycling Fee annually imposed upon the owner of record of each residence in the County, including all single and multi-family homes, mobile homes, and all lease and rental properties, and a uniform Commercial \$115.81 Solid Waste/Recycling Fee annually imposed upon every business, excepting industries, located in a municipality in the County, and to be collected by such municipality not less frequently than annually and remitted to the County within thirty (30) days from the deadline imposed by the municipality for such collections. Together, these fees, plus the Starr C&D Landfill usage fee of \$28/ton and revenues received from the sale of recycled materials, interest income, state grant and tire revenue are currently estimated to produce approximately \$11,280,385 for this fiscal year, and constitute the total anticipated fiscal year 2025-2026 revenues of the Solid Waste and Recycling Department.

The residential Solid Waste and Recycling Fees shall be levied as a uniform assessment by the Anderson County Auditor and placed upon the annual real estate tax notice and collected by the Anderson County Treasurer, pursuant to state law. The fiscal officers of the County shall have the authority to nulla bona or abate these fees to the same extent and under the same conditions as they do for a comparable tax.

Further, there shall be imposed a late fee and supplemental processing charge of \$6.00, for all Solid Waste/Recycling Fees not timely remitted to the County Treasurer by March 16 of the year when due. For all past due accounts in excess of one year, the County shall impose an additional annual penalty of \$12.00. The County shall pursue all legal remedies available to it to recover past due amounts, and shall hold the property owner responsible for all costs of collection, including reasonable attorney fees, as a part of such collection efforts and as a part of the fees imposed by County Council pursuant to state law, in order that lawful tax-paying citizens not be forced to subsidize those taxpayers who do not pay this lawful fee in a timely manner. Failure by a municipality to collect the uniform Commercial Solid Waste/Recycling Fee or to remit such collected fees to the County in accordance with this section may result in the County terminating solid waste disposal privileges for such municipality until all such collections and/or remittances are made current.

All proceeds collected from these fees shall be accounted for in a separate fund to be used solely to account for solid waste operations in the County, including but not limited to, the

collection, disposal, transfer, and recycling of solid waste, including, without limitation, the purchase or construction of machinery, equipment, and facilities for such operations, as well as the administrative expenses incurred in the operation of the Anderson County Solid Waste and Recycling Department and collection of the annual solid waste/recycling fee. The County is authorized to issue appropriate legal obligations, including bonds, as appropriately authorized by normal County processes to pay for all of the foregoing costs, utilizing the proceeds from these fees to pay for such costs, including, without limitations, to pay the debt service for such bond obligations. The fees addressed in this section may be set or changed by simple vote of County Council, and will be adjusted by the County Administrator and the Public Works Division Director of the County accordingly to reflect these changes by County Council. The provisions of this Section shall be codified in a separate ordinance of the County pertaining to Solid Waste/Recycling Fees, which shall include provisions for enforcement, including civil and criminal penalties for non-payment.

Because empirical evidence indicates that senior citizens generate less Solid Waste, by consuming less, than younger residents, the Anderson County Auditor shall only levy and collect a \$40 Residential Solid Waste/Recycling Fee for every household which qualifies for and is granted the State Homestead Exemption.

SECTION XV-SEWER FEES

The County is party to multiple agreements with the City of Anderson, South Carolina (the "City"), which have been in effect for many years and are of indefinite duration. Those agreements require the County to pay a pro rata share of the cost of certain upgrades to the respective sewer systems, based on the volume of discharge and the nature of the discharge. Because the County does not set the amount of such costs and because the costs are based on actual use by customers using the system, the only equitable method to use for paying the cost of increase charged by the City, pursuant to contractual agreements of long standing, is to increase the County sewer use charges affected, by the respective percentage or amount of increase charged by the City, i.e., to treat the amount charged by the City as a "pass-through" charge to the system users. In addition, the County entered into an agreement with the Town of Pendleton (the "Town") and the City of Clemson to upgrade the Town's wastewater treatment plant per allotted capacity, which require the County to set sewer user charges in such an amount as will generate sufficient funds to pay all debt service on such debt instruments. The County Administrator may effect such "pass-through" charges by insuring that amounts charged by the City and the Town are correct and then passing those charges along, pro rata, to the users of the County sewer system impacted by the City and Town's charges, in the form of adjusted sewer use charges, based on the same cost increase factors utilized by the City and Town, and may otherwise adjust such sewer use charges as required to adequately meet all debt service requirements of sewer system debt instruments and obligations duly authorized by County Council. For new users of the County sewer system, a capacity fee payment is required for connection to the system.

SECTION XVI-STORMWATER REQUIREMENTS AND PERSONNEL

Federal and state law mandates the management of stormwater runoff by Anderson County. Accordingly, certain Stormwater employees have been assigned to the management of Anderson County's Stormwater Runoff management program. Anderson County Council may utilize funds

from the Sewer Fund for the Stormwater Runoff management program, to the extent such funds are available and sufficient for that purpose and exceed stormwater fees collected for that purpose, rather than impose additional federally and state mandate-created fees for such purposes.

SECTION XVII-CREATION AND APPROPRIATION OF PUBLIC INFRASTRUCTURE FUND

There has heretofore been established, and shall be maintained as a separate budgetary and operational fund of the County, the Anderson County Public Infrastructure Fund (the "Fund"). The County shall deposit into such Fund those revenues of the County derived from fee-in-lieu-of-tax ("FILOT") payments from the several joint county industrial and business parks of the County ("multi-county parks" or "MCIPs"), which are designated to be so deposited by this Ordinance or other ordinances of Anderson County, including, without limitation, Ordinance #2004-041, as amended from time to time ("Ordinance #2004-041"). Moneys deposited into the Fund shall be utilized for the costs of infrastructure serving economic development purposes in Anderson County ("Infrastructure") in accordance with the provisions of 4-1-170, et seq., Code of Laws of South Carolina, 1976, as amended, and as directed by Anderson County Administrator. Such expenditures are hereby authorized by Anderson County Council. Deposits into such Fund shall include, without limitation, those revenues from the Anderson County-Greenville County multi-county park which are allocated to that purpose by Ordinance #2004-041, (exclusive of such revenues as are being utilized for separate special source revenue bonds issued to fund Infrastructure). Moreover, Anderson County Council affirms that distribution of the FILOT revenues received by Anderson County pursuant to the multi-county park agreements with Clarendon County and with Abbeville/McCormick Counties for park premises under those two agreements which are located in Anderson County shall be distributed in the same manner and pursuant to the same allocation methodology as set forth in Ordinance #2004-041. All monies and revenues received by Anderson County pursuant to Ordinance #2004-041 and this Section shall be accumulated in, accounted for, and distributed from such Fund as provided in such Ordinance and in this Section. Expenditures may be made from such Fund to pay the cost of such Infrastructure and Capital directly or to make debt service payments on bonds or notes payable issued by the County to fund such Infrastructure.

There is hereby created a Capital Renewal and Replacement Fund that is to be funded in accordance with the wishes of Anderson County Council.

SECTION XVIII-SPECIAL TAX DISTRICT REVENUES AND APPROPRIATIONS

The County Finance Department shall receive and account for those revenues of the County levied and collected for the special tax districts of the county, as authorized, required, and levied by the County ordinances creating such special tax districts. The County Finance Department will disburse moneys from such funds in accordance with the County ordinances creating the special tax districts, including, without limitation, for reimbursements of the County Roads & Bridges Department in accordance with such ordinances. Such monies are hereby appropriated for those purposes.

SECTION XIX-FUNDING OF COUNTY ORGANIZATIONS

All dependent boards, agencies, commissions, and organizations of the County, funded by these budgets, shall be disbursed funds on a quarterly basis upon a letter of request to the County

Administrator any time after the beginning of the first month of the quarter. A brief report shall be submitted along with the letter of request, detailing how County funds were expended in the previous quarter. An audit report shall be presented to the County Administrator within six months following the end of the respective fiscal year for each organization addressed by this Section following receipt of request by the County Administrator.

SECTION XX-SETTING OF A MILLAGE RATE

The Anderson County Council, working in cooperation with the Anderson County Auditor and Treasurer and in accordance with the laws and Constitution of the State of South Carolina, shall calculate and fix the amount of the millage necessary, not to exceed 82.5 mills total, exclusive of debt service millage to be set by the Anderson County Auditor, as set forth herein, to support the appropriations herein made, with the exception of those appropriations and portions thereof supported by revenues other than property taxes, and shall so advise the Auditor and Treasurer of Anderson County who shall levy and collect said millage, respectively, as hereby directed by the County Council, in addition to any millage (for debt service or otherwise) for which the statutory authority to determine and levy is granted to the Anderson County Auditor and the authority to collect is given to the Anderson County Treasurer. All such levies of taxes authorized herein by Anderson County Council for County of Anderson purposes shall be set forth, stated, and mailed to the taxpayers of Anderson County on a tax notice showing such levies separate and independent of levies of taxes by any other legal entity or political subdivision of the State of South Carolina, whether on a two-sided tax notice or a multi-page tax notice or any other form of tax notice accomplishing the purpose set forth in this paragraph. Anderson County Council will provide forms for such tax notices and no funds appropriated by this budget ordinance are authorized for the procurement or preparation of any other form of tax notice.

SECTION XXI-COMPLIANCE WITH COUNTY CODE AND ACCOUNTABILITY

All funds for County ordinary purchases and procurements shall be obligated in accordance with the County Code through the County Central Purchasing Department and will be disbursed by the Finance Department to provide for necessary auditing, unless specifically exempted by County Council in public session.

All State and Federal Grants will be administered, coordinated, and accounted for by the Anderson County Finance Department.

Use of funds appropriated by County Council district or otherwise, to reimburse members of County Council for reimbursable expenses (that is, for lodging, travel, registration fees, training, meals, and telephone usage) incurred in the discharge of their official duties shall be in accordance with the terms and provisions of the County Code.

SECTION XXII-DEPOSITS

All service charges, reimbursements, fees, fines, other funds received by county departments shall be deposited with the County Treasurer as soon as possible after collection; but in no case shall the time lapse between collection and deposit with the Treasurer exceed thirty (30) days. The Treasurer is authorized and directed to deposit all funds received into the appropriate interest-bearing accounts, and any surplus funds and all accumulative interest shall be deposited into the General Fund of Anderson County.

SECTION XXIII-SURPLUS FUNDS

Except as otherwise noted herein, any surplus in the General Fund of the County or any moneys accruing therefrom shall be used as a contingency fund and shall be spent as authorized and directed by the Anderson County Council during the fiscal year addressed by this Ordinance, only. At the end of such fiscal year those funds shall be accounted for as addressed in the next succeeding Section. Any surplus in other funds of the County or any monies accruing therefrom shall be retained and accounted for in such other fund or funds and shall be carried forward from year to year as fund balances in such funds.

SECTION XXIV-END OF FISCAL YEAR ACCOUNTING

All appropriations made by this Ordinance for which monies have not been obligated or encumbered by the end of June 30, 2026, shall lapse and expire at that time. All appropriations made by this Ordinance for which the funding monies have been obligated or encumbered by June 30, 2026 shall remain on the books of Anderson County at June 30, 2026 for matching of the applicable expenditure for year-end accrual purposes. Once the ledgers are closed for year-end accrual purposes, the unused encumbrance amount will be removed from the encumbrance system. Unobligated General Fund budgetary appropriations and monies received by County departments and existing without obligation at the close of the fiscal year addressed by this Ordinance shall revert to the General Fund of Anderson County to be accounted for as fund balance; no existing appropriation or actual revenues on hand at the end of the fiscal year may be expended by any department during the succeeding fiscal year without new appropriation by County Council. Any surplus in other funds of the County or any moneys accruing therefrom shall be retained and accounted for in such other fund or funds and shall be carried forward from year to year as fund balances in such funds.

SECTION XXV-TRANSFERRING OF FUNDS

The Administrator may approve changes in a department budget from one line item to another in an amount up to and including \$10,000 at any one time; provided, however, the total department budget shall not increase, no new positions may be created, or capital expenses, may be accomplished by such a transfer without County Council approval. No transfer for any one type of good or services may be subdivided, split or “stacked” for purposes of evading the requirements of this section.

Aggregate transfers within the fiscal year within a department which exceed \$20,000 shall require County Council approval thereafter. All transfers shall be included in the “Administrator’s Report” section of the County Council agenda for Council’s review.

SECTION XXVI-DISBURSEMENTS

The County Administrator, based on financial conditions and cash-flow considerations, shall determine the proper rate of disbursement of the above-enumerated appropriations during the fiscal year. Transfers from fund to fund in order to properly account for and manage County funds and appropriations in accordance with generally accepted accounting standards continue to be explicitly approved notwithstanding any other language of this Ordinance, subject always to the reporting requirements of this Ordinance. All out of state travel for official County government business shall be approved in advance by the County Administrator to include any lodging, registration fees or meals associated with the trip. The County Administrator and the County Treasurer are hereby granted authority to enter into agreements with the Anderson County Board of Education and the School Districts of Anderson County, consistent with this Ordinance, to make accelerated disbursements of

Anderson County school tax receipts to the School Districts of Anderson County and to the Anderson County Board of Education.

SECTION XXVII-PAUPER BURIALS

Pauper burials shall be funded in the budget of the Coroner (Key 520250) at the rate established by sealed bid. Documentation for each such burial will be maintained at the Coroner's Office and, as further, the Coroner is hereby authorized to arrange for the disposition of deceased indigent persons in accordance with state law including, but not limited to, Title 32, Chapter 8 of the South Carolina Code of Laws (1976, as amended).

SECTION XXVIII-RETIREMENT OF AUTOMOTIVE AND HEAVY EQUIPMENT

Unless otherwise directed by County Council, automotive and heavy equipment will be retired from service by any department receiving replacement equipment on a one for one basis as the replacement equipment is received. Retired equipment will be appropriately evaluated for reassignment or disposition by the Fleet Manager and the County Administrator for those departments under the director of the County Administrator and the Sheriff for those vehicles used by those departments reporting to this elected official.

SECTION XXIX-TAX ANTICIPATION NOTES

As permitted by Article X, Section 14, of the Constitution of the State of South Carolina, 1895, as amended and Section 11-27-40, Code of Laws of South Carolina, 1976, as amended, County Council is hereby empowered to authorize the issuance of tax anticipation notes in the aggregate principal amount of not exceeding \$20,000,000 (the "TANS") in anticipation of the collection of taxes imposed and levied by this Ordinance. The TANS may be issued at any time or from time to time during the fiscal year beginning July 1, 2025 and ending June 30, 2026; shall be issued pursuant to a Resolution adopted by County Council; may be issued in bearer form or fully registered upon terms and conditions prescribed in such Resolution; shall be issued in the principal amounts, mature and bear interest as prescribed in such Resolution; may be sold by negotiated or public sale upon such terms and conditions as County Council prescribes in the Resolution.

SECTION XXX-CREDIT CARD PAYMENTS

To the maximum extent authorized by and in accordance with law, and in accordance with County procurement policies, all Anderson County offices, including those of elected officials, are authorized to adopt and implement uniform procedures, through the Treasurer's Office, to accept credit card payments for all payments due to the County or processed by County offices.

SECTION XXXI-CREDIT CARD POLICY

All Anderson County credit card charges and purchases made utilizing an Anderson County credit card, to include purchasing cards, are to be reported to the Finance Office, and accompanied by a detailed receipt and a written report, the format of which is to be designed and determined by the County Administrator or his designee. The written report shall contain sufficient detail to show who made the charge, what the charge was for, when the charge was made, where the charge was made, and why the charge was incurred. Charges incurred for or associated with economic development projects must still be reported, as addressed above, and accompanied by the receipt and report described above, but may be reported by project codename, until such time as the project is publicly

announced or finally terminated.

SECTION XXXII-GRANTS AND GRANT MATCHING FUNDS

The Anderson County Administrator, or his duly authorized representative, is hereby authorized to apply for all grants of any nature whatsoever where no County matching funds are required, or for those grants for which County matching funds are required when all necessary County matching funds have been made available by Anderson County Council through the annual Anderson County operating and capital budgets or are available in applicable County enterprise fund balances, for County Council authorized programs, institutions, and facilities of Anderson County, and to receive and expend such grant funds for the purposes authorized in the respective grant applications. Notwithstanding the foregoing, County staff shall conduct an analysis identifying any recurring expense or monetary obligation for which the County may be responsible in the future where said expense or obligation will be payable from funding sources other than the grant being applied for. Any grant opportunity which involves such expenses or obligations shall require County Council approval prior to the submission of the grant application.

No funds appropriated by this Ordinance may be utilized as matching funds for any parks and recreation grant, including, without limitation, grants received from the South Carolina Department of Parks, Recreation, and Tourism, except for Anderson County Council District Recreation Funds appropriated hereby, except as otherwise provided herein.

SECTION XXXIII-APPLICABLE CIVIC CENTER RATES

Rates as set forth on rate sheets as may be in effect during the fiscal year (subject to amendment) shall be applied by the Civic Center of Anderson for all rental contracts entered into between July 1, 2025 and June 30, 2026.

SECTION XXXIV-APPLICABLE ANIMAL SHELTER RATES

Rates as set forth on Animal Shelter rate sheets dated July 1, 2025 shall be applied by the Anderson County Animal Shelter for all services rendered between July 1, 2025 and June 30, 2026.

SECTION XXXV-APPLICABLE JUROR REIMBURSEMENT RATES

There shall be paid unto the Grand Jurors in Circuit Court the sum of \$20 per diem and Petit Jurors shall be paid the sum of \$12 per diem. There shall be paid unto Jurors in Summary Court the sum of \$10 per diem Jurors. In addition to the aforesaid sum, jurors shall be reimbursed twenty-five, \$.25, cents per mile per day from their home to the Anderson County Courthouse for the term for which they are drawn to serve. These rates shall be effective for all services rendered between July 1, 2025 and June 30, 2026.

SECTION XXXVI-FUNDING OF E-911 SERVICES

In order to provide all citizens of Anderson County with the best emergency dispatch services available and to fund those services in the most effective, efficient manner possible, the County Administrator is hereby directed to utilize and apply the maximum E-9-1-1 tariff funds available by current South Carolina law to the County's E-9-1-1 system, in accordance with County procurement policies and state law.

SECTION XXXVII-ROAD ENCROACHMENT PERMITS

The Anderson County Public Works Division is authorized to charge fees for encroachments on County roads and rights-of-way and for encroachment permits for such encroachments in accordance with an encroachment fee schedule prepared, from time to time, by the Anderson County Roads & Bridges Department, and approved by Anderson County Council by appropriate Council action. Such fees for encroachments on Anderson County roads and rights-of-way and for encroachment permits for such fees shall be sufficient to fully reimburse the County for all costs of supervising, inspecting, and repairing, as necessary, all damage to County roads and rights-of-way caused by such encroachments.

SECTION XXXVIII-REASONABLE ACCOMMODATION POLICY

Anderson County is a participant in the Federal Community Development Block Grant Program for the purpose of undertaking various important community and economic development activities throughout the County. The Community Development Block Grant Program requires a reasonable accommodations policy for Section 504 regulations. Anderson County, acting by and through the Anderson County Council, desires to comply with all necessary Grant requirements. Anderson County, acting by and through the Anderson County Council, is hereby willing to make reasonable accommodations for the known physical or mental impairments of an otherwise qualified participant, applicant or employee, providing it does not cause undue financial or administrative burden on the County or cause a fundamental alteration of the County's program. Anderson County Council hereby recognizes that the policy created hereunder includes employees, applicants for employment, and the public when the public is involved in County activities. The Anderson County Administrator, for and on behalf of the County, is hereby authorized and directed to do any and all things necessary or appropriate in connection with this Policy.

SECTION XXXIX-SMALL, WOMEN-OWNED AND MINORITY-OWNED BUSINESS ENTERPRISES

To promote free competition and equal opportunity, Anderson County is committed, within the parameters of the County procurement code, to assisting small, minority-owned and woman-owned businesses in becoming active vendors with the County. Anderson County encourages and invites small, woman, and/or minority owned businesses located inside and outside of the County to participate in the County's procurement process. It is the policy of the County to prohibit discrimination against any person or business in pursuit of procurement opportunities on the basis of race, color, national origin, ancestry, religion, disability, political affiliation or gender.

SECTION XL-SEVERABILITY

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

SECTION XLI-EFFECTIVE DATE

This Ordinance shall become effective and enforced from and after July 1, 2025.

ADOPTED in meeting duly assembled this 17th day of June, 2025.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman

Renee Watts
Clerk to Council

Chris Sullivan, District #1

Glenn Davis, District #2

Greg Elgin, District #3

Brett Sanders, District #4

Jimmy Davis, District #6

M. Cindy Wilson, District #7

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading:

May 6, 2025

Second Reading:

June 3, 2025

Third Reading:

June 17, 2025

Public Hearing:

June 17, 2025

ORDINANCE NO. 2025-024

AN ORDINANCE TO TRANSFER REAL PROPERTY LOCATED ON MICHELIN BOULEVARD AND OWNED BY ANDERSON COUNTY TO TCTC FOUNDATION, LLC; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the South Carolina Code of Laws 1976, as amended, more specifically Sections 4-9-30 and 4-9-130 provides counties with the authority to sell, lease, or otherwise dispose of real and personal property;

WHEREAS, Anderson County is the current owner of a parcel of property identified by Tax Map Number 096-00-06-008 which is bisected by Michelin Boulevard;

WHEREAS, Tri-County Technical College (“TCTC”) has a need for the parcel located on the north side of Michelin Boulevard adjacent to a parcel identified by Tax Map Number 096-00-06-009 and owned by TCTC in order to continue development of the TCTC Anderson Campus; and

WHEREAS, the parcel currently owned by Anderson County on the north side of Michelin Boulevard is of negligible commercial value to Anderson County.

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

1. Anderson County desires to convey the following described small parcel of real property to TCTC Foundation, LLC, for a nominal fee:

- a. The parcel of land lying and situated on the north side of Michelin Boulevard and having Tax Map Number 096-00-06-008 (this is a portion of the parcel with Tax Map Number 096-80-06-008).

2. The Anderson County Administrator is hereby authorized and directed to execute any documents necessary to effectuate the transfer of the real property described herein to TCTC Foundation, LLC by quitclaim deed substantially similar to, and not materially different from, the deed attached hereto as Exhibit A.

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

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

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

ORDAINED in meeting duly assembled this _____ day of _____, 2025.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: May 20, 2025

Second Reading: June 3, 2025

Third Reading: _____

Public Hearing: _____

ORDINANCE NO. 2025-025

**AN ORDINANCE TO LEASE REAL PROPERTY TO HONOR FOR HEROES; AND
OTHER MATTERS RELATED THERETO.**

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

WHEREAS, Anderson County is the current owner of a parcel of land located at 101 S Fant Street in the City of Anderson and identified by tax map number 149-03-03-003; and

WHEREAS, Honor for Heroes, is a South Carolina nonprofit corporation registered with the State of South Carolina; and

WHEREAS, the property referenced will be used by Honor for Heroes for the purpose of operating as a nonprofit corporation.

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

1. Anderson County desires to lease the following real property Honor for Heroes for a nominal fee:

See Exhibit 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 and in a form substantially similar to, and not materially different from, the lease agreement attached hereto as Exhibit A.

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

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

ORDAINED in meeting duly assembled this _____ day of _____, 2025.

[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:

Jordan S. Thayer
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

conditions of this Ground Lease, shall and may peaceably and quietly have, hold, and enjoy the Premises for the full term of this Ground Lease.

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

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

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

Section 8. Insurance.

A. **Workers’ Compensation Liability.** Lessee shall maintain in force during the term of this Lease Agreement, South Carolina statutory workers’ compensation insurance coverage, if applicable.

B. **Policies.** Any Liability Insurance policies obtained, which cover or include the Premises, shall include Lessor as additional insured under such policies of insurance.

Section 9. Environmental. Lessee and/or its employees, agents, contractors, invitees, licensees, or permittees shall not deposit or cause to be deposited Hazardous Material in or upon the Premises and shall operate the Premises in full compliance with all laws, orders, regulations, rules, ordinances, and requirements of the federal, state, county, and local governments, including all Environmental Laws. “Hazardous Material” means any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant, or material which is hazardous or toxic. “Environmental Laws” means all federal, state, and local laws, statutes, ordinances, and regulations, now or hereafter in effect, and applicable to the Premises relating to the regulation and protection of human health and safety and/or the environment and natural resources.

Section 10. Improvements. Lessee shall make any improvements, repairs, or maintenance necessary to prevent any and all damage to the Premises. Lessee may install any fixture to or upon the Premises. If Lessee removes any fixture prior to the expiration or termination of this Ground Lease, then Lessee shall make any reasonable repairs to leave the Premises in as good condition as before the installation or removal of such fixture. Any improvement, repair, maintenance, or addition or removal of any fixture referenced in this lease shall require prior approval of Lessor. Lessor may perform the work or repairs in its discretion if Lessee’s request is denied.

Section 11. Default by Lessee. If Lessee shall fail to keep or shall violate a condition or agreement in this Ground Lease on the part of Lessee to be performed and if either such failure or violation shall have continued for a period of 30 days after Lessee shall have received written notice by certified or registered mail from Lessor to cure such violation or failure, or for such additional period of time as may be reasonably necessary provided Lessee diligently undertakes to cure such default, then, in such event, Lessor shall have the right at its option, in addition to and not in lieu of all of the rights to which it may be entitled to hereunder

and by law, to terminate this Ground Lease and re-enter and repossess the Premises.

Section 12. Termination. Lessee agrees upon the expiration of the original term as specified in Section 3, to quit and surrender the Premises and that all title and interest in the Premises shall vest in Lessor free and clear of the encumbrances of this Ground Lease and that the improvements on the Premises will be and become the property of Lessor. Lessor or Lessee may terminate this lease for convenience with 30 days written notice.

Section 13. Notice. Any notice to be given by any party to the other pursuant to the provisions of this Ground Lease shall be given by registered or certified mail, addressed to the party for whom it is intended at the address stated below, or such other address as may have been designated in writing:

To Lessee at: Honor for Heroes
130 Starrwood Drive
Star, SC 29664
Attention: Matthew Hilley

To Lessor at: Anderson County
P.O. Box 8002
Anderson, South Carolina 29622
Attention: County Administrator

Section 14. Successors and Assigns. The covenants, conditions, and agreements contained in this Ground Lease shall bind and inure to the benefit of Lessor and Lessee and their respective successors and assigns; provided, however, that Lessee shall not assign, sublease, or otherwise transfer its interests herein without prior written consent of Lessor. If Lessee ceases to exist or operate as a non-profit corporation, this Ground Lease will terminate and control of the Premises will revert back to Lessor.

Section 15. Miscellaneous. This Ground Lease shall be subject to the following:

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

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

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

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

(e) If any portion of this Ground Lease is found to be unenforceable, it is the intention of the parties the unenforceable portions of the agreement shall be severed and that the remaining portions of this Ground Lease will be enforced.

Section 16. Applicable Law. This Ground Lease shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to conflict of laws principles.

Section 17. Non-Appropriation. This Ground Lease is at all times subject to the appropriation of funds by the Anderson County Council. In the event of non-appropriation, this Ground Lease shall immediately terminate without further obligation or liability on the part of Lessor.

Section 18. Captions. The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Ground Lease.

Section 19. Non-exclusive Lease. This Ground Lease is not an exclusive lease.

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

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

LESSOR:

ANDERSON COUNTY, SOUTH CAROLINA

By: _____

Anderson County Administrator

[SEAL]

Attest:

By: _____

Clerk, County Council

ADDITIONAL WITNESSES

[ANDERSON COUNTY SIGNATURE PAGE]

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

LESSEE:
HONOR FOR HEROES

By: _____

Its: _____

ADDITIONAL WITNESSES

[HONOR FOR HEROES SIGNATURE PAGE]

EXHIBIT A
PROPERTY DESCRIPTION

The building is located at 101 S. Fant Street in Anderson, South Carolina. The Premises is located in one room on the first floor. The building upon which the Premises exist is identified as tax map number 149-03-03-003.

RESOLUTION NO.: 2025-028

A RESOLUTION APPOINTING A COMMISSIONER TO A COMMISSION CREATED PURSUANT TO THE CAPITAL PROJECT SALES TAX ACT, TITLE 4, CHAPTER 10, ARTICLE 3 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, the County Council of Anderson County, South Carolina (the “*County Council*”), the governing body of Anderson County, South Carolina (the “*County*”) adopted a resolution dated May 6, 2025 (the “*County Resolution*”), creating a commission (the “*Commission*”) pursuant to the Capital Project Sales Tax Act, Title 4, Chapter 10, Article 3 of the Code of Laws of South Carolina 1976, as amended (the “*Capital Project Sales Tax Act*”);

WHEREAS, the Commission is charged with considering funding capital projects within the County and formulating the referendum question that is to appear on the ballot, including the projects to be included thereon, subject to the enactment of an ordinance of County Council pursuant to Section 4-10-330 of the Capital Project Sales Tax Act;

WHEREAS, pursuant to the Capital Project Sales Tax Act, the County appointed three Commissioners to serve on the Commission. One of such Commissioners, Gerritt Beatty, has indicated that he will not have sufficient availability to serve in a formal role and has requested to be replaced.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF ANDERSON COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED, AS FOLLOWS:

Section 1 Appointment of Commissioner.

County Council hereby appoints Mr. Michael Nance to replace Gerritt Beatty on the Commission; such individual possesses the qualifications of an elector in the County.

Section 2 Direction to County Administrator.

The County Administrator is authorized to assist the Commission in connection with evaluating any public infrastructure to be considered by the Commission.

Section 3 Effective Date.

This resolution shall be effective on the date of adoption hereof by County Council.

RESOLVED in meeting duly assembled this 3rd day of June 2025.

ATTEST:

ANDERSON COUNTY COUNCIL

W. Russell Burns
Anderson County Administrator

Tommy Dunn, Chairman

Renee D. Watts
Anderson County Clerk to Council

Approved as to form:

Leon C. Harmon
Anderson County Attorney

Rita Davis

From: Joseph Stone
Sent: Thursday, May 15, 2025 8:51 AM
To: Rusty Burns; Holt Hopkins; Matt Hogan
Cc: Rita Davis; Robert Carroll
Subject: Donation Request
Attachments: processed-95521CF0-8AFA-48F2-8162-3F372A7DD65C.jpeg; processed-BCBA781A-A051-40F9-B0C1-EDAE40EC1EBF.jpeg

Fleet has received request from West Pelzer for 2 SUV type police units and we have request from Williamston Fire Department for an F250 Pickup truck. The following units could be donated to them with the approval of council.

Unit 28310 2013 Chevy Tahoe with 133,000 miles, Vin# 1GNLC2E04DR217682 and Unit 28309 2013 Chevy Tahoe with 125,000 miles, Vin# 1GNLC2E02DR217650
Both of these units will require some minor repairs if accepted by the Town of West Pelzer. Estimated value of both units are 14,000 dollars.

Unit 29629 2016 Ford F250 4wd with 233,267 miles, Vin# 1FT7W2B6XGEA73013.
This unit would include siren controller and wiring but the blue lights would be removed. Estimated value 8,500 dollars.

Joe Stone
Anderson County Fleet Manager
Fleet Services Division
Main: 864-260-4020
Office: 864-260-6343
jstone@andersoncountysc.org

1410 Pearman Dairy Rd.
Anderson, SC 29625



SGFMA- President
sgfmaorganization@gmail.com

RECREATION FUND APPROPRIATIONS
APPLICATION Form

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: All

Mail/Email/Fax to:

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

1. Name of entity requesting recreation fund appropriation: Anderson Jets Track Club
2. Amount of request (If requesting funds from more than one district, annotate amount from each district) : Requesting a total of \$5500 divided by All
3. The purpose for which the funds are being requested: Please see attached request letter
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. ~~ENR# 03-2197304~~
ENR# 35-6057862
5. Contact Person: Coach Butch Green
Mailing Address: 1335 Vandale Place, Anderson SC 29626
Phone Number: 864-224-5860
Email: skygreen2@bellsouth.net
6. Statement as to whether the entity will be providing matching funds : We will have some additional fundraisers such as raffles, carwash's and wristbands

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

Lawrence (Butch) Green
Print Name

05-24-2025
~~03/20/2024~~
Date

Council District 1
Glenn A. Davis
Council District 2

Council District 3
Brett Sanders
V. Chairman, District 4
Tommy Dunn
Chairman, District 5
Jimmy Davis
Council District 6
Cindy Wilson
Council District 7
Rusty Burns County Administrator
Renee Watts Clerk to Council



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 1-7

Mail/Email to:

Anderson County Council Clerk
P.O. Box 8002, Anderson, SC 29622
rdwatts@andersoncountysc.org

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

Chris Sullivan
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

See Attachment

- Name of entity requesting recreation fund appropriation: *Freddie Stowers Veterans Memorial Park*
Foothills Community Foundation
- Amount of request (If requesting funds from more than one district, annotate amount from each district):
\$5,000.00
- The purpose for which the funds are being requested:
Veterans Monument
- 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*
- Contact Person: *Ryan Houlon* *Norm Garrett*
Mailing Address: *1608 Hwy 252* *629 Wilmac Drive*
Phone Number: *252 29627* *Anderson SC 29626*
Email: *James.hulon@gmail.com* *normgar76@gmail.com*
- Statement as to whether the entity will be providing matching funds: *No*

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

Norman P. Garrett *Norman P. Garrett* *5/25/25*
 Signature Print Name Date

See Attachment



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT:

Mail/Email to:

Anderson County Council Clerk
P.O. Box 8002, Anderson, SC 29622
rdwatts@andersoncountysc.org

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

Chris Sullivan
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: **Westside Community Center**

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): **\$1,000.00**

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

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: **Beatrice Thompson**
Mailing Address: **1100 West Franklin, Anderson SC 29624**
Phone Number: **864-260-1093**
Email:

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

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

Print Name

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:

Stam Felt Department

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

\$ 1500.00

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

To help offset cost of July 4th Celebration

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

5. Contact Person: Gregg Campbell Chief

Mailing Address: PO Box 373 STAM SC 29684

Phone Number: 864-934-8421

Email: turnercamp@wctel.net

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

The Stam Felt Dept will cover the remaining cost.

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

Gregg B Campbell Chief
Signature

Gregg B Campbell
Print Name

MAY 24 2006
Date