



AGENDA
Special Presentation Meeting
Tuesday, June 2, 2026, at 6:00 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. RESOLUTIONS/PROCLAMATIONS:

a. 2026-031: A Resolution to recognize and honor Jack Zarrouf as the recipient of the South Carolina Association of Counties 2026 Board of Directors Scholarship for Anderson County.

Hon. Cindy Wilson

b. PROCLAMATION: A Proclamation designating June 2026 as Forging Strong Fathers and Families Month in Anderson County.

All Council

3. ADJOURNMENT

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, June 2, 2026, at 6:30 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Hon. Chris Sullivan

3. APPROVAL OF MINUTES

May 19, 2026

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



4. CITIZENS COMMENTS

Agenda Matters Only
THREE-MINUTE TIME LIMIT

5. REPORT CONCERNING ENFORCEMENT OF SIGN ORDINANCE

Mr. Dan McKinney (allotted 10 minutes)

6. ORDINANCE THIRD READING:

a. 2026-024: An Ordinance to amend Section 2-547 of the Code of Ordinances, Anderson County, South Carolina, regarding the composition of the Anderson County Disabilities and Special Needs Board; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Chris Sullivan (allotted 5 minutes)

b. 2026-026: An Ordinance to transfer an easement interest in real property at 1428 Pearman Dairy Road to Piedmont Natural Gas Company; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Jordan Thayer (allotted 5 minutes)

7. ORDINANCE SECOND READING:

a. 2026-021: An Ordinance amending Ordinance No. 99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to adopt a zoning map in the Center Rock Voting Precinct, Anderson County, South Carolina; and other matters pertaining thereto. [District 5]

Ms. Alesia Hunter (allotted 5 minutes)

b. 2026-025: An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- .59 acres from Industrial Park District (I-2) to Highway Commercial District (C-2) on a parcel of land identified in the Five Forks Precinct as shown in Deed Book 12535 at page 209. The parcel is further identified as TMS# 119-00-17-007. [District 4]

Ms. Alesia Hunter (allotted 5 minutes)

8. ORDINANCE FIRST READING:

a. 2026-029: An Ordinance to transfer two parcels of real property located at 106 Biggs Street and 704 Lewis Street to Habitat for Humanity of Anderson; and other matters related thereto.

Mr. Jordan Thayer (allotted 5 minutes)

9. RESOLUTIONS: NONE

10. APPROVAL OF SCDNR GREEN POND SPORT FISH GRANT

Mr. Rusty Burns



11. INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF WILLIAMSTON REGARDING CODE ENFORCEMENT

Mr. Rusty Burns

12. APPOINTMENT:

a. Library Board-District #4

Mr. Brett Sanders

13. REQUEST BY COUNCIL:

a. Anderson Jets Track Club-All Districts

14. ADMINISTRATOR'S REPORT

Mr. Rusty Burns

15. CITIZENS COMMENTS

Non-Agenda Matters
THREE-MINUTE TIME LIMIT

16. REMARKS FROM COUNCIL

17. ADJOURNMENT

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

RESOLUTION 2026-031

A RESOLUTION TO RECOGNIZE AND HONOR JACK ZARROUF AS THE RECIPIENT OF THE SOUTH CAROLINA ASSOCIATION OF COUNTIES 2026 BOARD OF DIRECTORS SCHOLARSHIP FOR ANDERSON COUNTY.

WHEREAS, the Anderson County Council is proud to recognize outstanding young citizens whose academic achievement, leadership, and service positively reflect upon Anderson County; and

WHEREAS, Jack Zarrouf has distinguished himself as an exceptional student and leader, earning recognition as an AP Scholar with Honors, a member of the National Honor Society and Beta Club, a National Merit Commended Student, and a University of South Carolina Top Scholar Finalist; and

WHEREAS, Jack demonstrated exceptional academic initiative by conducting a scientific study on the effects of video games on sleep habits, which was published by the American Academy of Sleep Medicine, and presented at the national Sleep 2025 meeting; and

WHEREAS, Jack has also excelled in extracurricular and community activities as captain of the T. L. Hanna and USA Swimming teams, President of Troop 84, and a volunteer assisting relief efforts following Hurricane Helene through the Anderson Regional Airport; and

WHEREAS, this fall, Jack will attend the University of South Carolina to study chemistry with the goal of developing affordable and effective pharmaceuticals to improve healthcare accessibility; and

WHEREAS, in recognition of his outstanding accomplishments and dedication to service, Jack Zarrouf has been selected as the recipient of the South Carolina Association of Counties 2026 Board of Directors Scholarship for Anderson County;

NOW, THEREFORE, BE IT RESOLVED that Anderson County Council, in a meeting duly assembled this 2nd day of June 2026, does hereby congratulate and honor Jack Zarrouf for his exceptional achievements and extend best wishes for his continued success and bright future.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

Chris Sullivan
District One

Glenn Davis
District Two

Greg Elgin
District Three

Brett Sanders
District Four

Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council



PROCLAMATION FORGING STRONG FATHERS AND FAMILIES MONTH

WHEREAS, fathers serve as the foundational architects in forging strong and resilient families, providing unwavering love, steadfast guidance, and consistent support that shape the character of their children and the future of our communities; and

WHEREAS, the profound influence of engaged fathers on their children's development is transformative, as they impart core values, build emotional resilience, and equip young people to thrive socially, academically, and personally; and

WHEREAS, the South Carolina Center for Fathers and Families, established in 2002, demonstrated a remarkable increase in impact annually by serving thousands of fathers and children statewide; 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 serve a greater number of fathers better; 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 2026 as Forging Strong Fathers and Families Month in Anderson County.

PROCLAIMED this 2nd day of June 2026.

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

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
MAY 19, 2026

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
JORDAN THAYER
RENEE WATTS

1 CHRIS SULLIVAN: So I've got to
2 kind of date myself a little bit. I played for the
3 Hanna guys' golf team in the late 80s. I'll just kind
4 of keep it vague like that. We had one girl in
5 Anderson County that played golf. Total. She got to
6 travel with our team. We sent her out by herself. She
7 played a round of golf. She gave her score card to
8 somebody, and that was it.

9 The fact that -- I don't know how many years later
10 this is. What are we looking at? Ten, 20, 30? Thirty
11 something years later, the fact that we not only have a
12 team, but like a dominant team at T.L. Hanna. I can't
13 tell you how proud this makes me. This is just an
14 awesome accomplishment. I appreciate all y'all do.
15 It's a lot of work, a lot of time to perfect the game
16 to this level.

17 So thank you for all you do. Thanks for
18 representing Anderson County. And we appreciate y'all.

19 CINDY WILSON: And may I also
20 add, it really takes a lot of help from the parents to
21 do this, too. I've hacked around a few courses, so I
22 can appreciate what it's taken for y'all to make this
23 achievement. So thank you.

24 TOMMY DUNN: Anyone else?
25 All in favor of the motion show of hands. All opposed
26 like sign. Show the motion carries unanimously.
27 If y'all would, come on up.

28 **PRESENTATION OF RESOLUTION**
29 **APPLAUSE**

30 TOMMY DUNN: Number 2(b),
31 2026-028. Councilman Chris Sullivan.

32 CHRIS SULLIVAN: Thank you, Mr.
33 Chairman.

34 TONIGHT I HAVE RESOLUTION NUMBER 2026-28, A
35 RESOLUTION TO RECOGNIZE AND CONGRATULATE ERIK
36 ERLLENKEUSER FOR WINNING THE 2026 REGION INDIVIDUAL GOLF
37 CHAMPIONSHIP AND FOR HIS OUTSTANDING GOLF CAREER AT
38 T.L. HANNA HIGH SCHOOL.

39 WHEREAS, the Anderson County Council is proud to
40 recognize Erik Erlenkeuser, standout senior golfer for
41 the T.L. Hanna High School boys' golf team, for earning
42 the 2026 Region Individual Championship title with an
43 impressive one-under-par score of 71; and

44 WHEREAS, Erik Erlenkeuser has distinguished himself
45 as one of the premier high school golfers in South
46 Carolina, earning recognition as a three-time defending
47 state champion, two-time Region Champion, and the 2024
48 Jay Haas Junior Player of the Year; and

49 WHEREAS, during the 2026 season, Erik helped lead
50 the T.L. Hanna Yellow Jackets to continued success,

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1 including setting the school's 18-hole scoring record
 2 of 278 (-10) at the Hurricane Invitational, where he
 3 finished second individually with a remarkable score of
 4 65; and

5 WHEREAS, Erik also recorded a career-low round of
 6 66 during tournament play in Hilton Head and led his
 7 team at the 2025 PGA High School National Invitational
 8 with a final-round score of 67, helping T.L. Hanna
 9 secure a fourth-place national finish; and

10 WHEREAS, Erik's dedication, leadership,
 11 sportsmanship, and commitment to excellence both
 12 on and off the golf course have brought great pride and
 13 recognition to T.L. Hanna High School, Anderson County,
 14 and the entire community; and

15 WHEREAS, the members of Anderson County Council are
 16 proud to honor Erik Erlenkeuser for his exceptional
 17 accomplishments and wish him continued success as he
 18 continues his academic and athletic career at Georgia
 19 Southern University.

20 NOW, THEREFORE, BE IT RESOLVED that the Anderson
 21 County Council, in a meeting duly assembled this 19th
 22 day of May, does hereby congratulate Erik Erlenkeuser
 23 on winning the 2026 Region Individual Golf Championship
 24 and commends him for his outstanding achievements and
 25 representation of Anderson County.

26 And I'd like to make that in the form of a motion.

27 CINDY WILSON: Second.

28 TOMMY DUNN: Have a motion
 29 by Councilman Sullivan; second Ms. Wilson. Any
 30 discussion?

31 CHRIS SULLIVAN: Mr. Chairman?

32 TOMMY DUNN: Councilman

33 Sullivan.

34 CHRIS SULLIVAN: So all my life,
 35 as I grew as a kid, I got taller, and I used the excuse
 36 because I heard tall people can't play golf that well
 37 because there's more moving part on there. Erik, could
 38 you stand up for just a second. I lost my excuse. The
 39 guy is six five. But we're extremely proud of you. I
 40 hear nothing but good things about you. We run in a
 41 lot of circles with people that know you and see you
 42 and watching you on the golf channel last year,
 43 watching you in that tournament. So super proud of
 44 you. Thanks for all you've done. Appreciate it.

45 TOMMY DUNN: Councilman

46 Glenn Davis.

47 GLENN DAVIS: Thank you, Mr.

48 Chairman. I'd just like to say congratulations. Do
 49 you give lessons?

50 TOMMY DUNN: Anyone else?

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

4 **PRESENTATION OF RESOLUTION**
5 **APPLAUSE**

6 TOMMY DUNN: Moving on to
7 item number (c), 2026-029.

8 THIS IS A RESOLUTION RECOGNIZING PAXTON HATCHER AND
9 COLT FULTON FOR THEIR LIFE-SAVING ACTS OF HEROISM, AND
10 OTHER MATTERS RELATING THERETO.

11 WHEREAS, on the evening of May 5th at 9:34 p.m.,
12 the Williford Fire Department received an urgent call
13 reporting a traumatic injury involving a possible
14 amputation on Roberts Church Road. Responders were
15 informed that the incident involved a tractor tiller
16 accident resulting in significant harm to an
17 individual; and,

18 WHEREAS, in the immediate aftermath of the
19 accident, two young individuals were on the scene,
20 and their actions can be described as nothing less than
21 extraordinary and courageous. Paxton Hatcher and Colt
22 Fulton, both fifteen years old and serving as young
23 affiliates with the Williford Fire Department,
24 demonstrated remarkable composure and made critical
25 decisions that ultimately saved the patient's life;
26 and,

27 WHEREAS, Paxton and Colt sprang into action,
28 improvising with the resources available to them.
29 They quickly applied two belts as tourniquets to stem
30 the bleeding, maintaining control of the situation
31 until firefighters and EMS arrived on the scene with
32 proper medical equipment. Their quick thinking,
33 resourcefulness, and courage were instrumental in
34 ensuring the best possible outcome for the patient;
35 and,

36 WHEREAS, their cool-headedness and quick action
37 under immense pressure is made even more commendable by
38 the emotional weight of the situation they faced, as
39 they were assisting someone deeply connected to them as
40 a family member and a close family friend; and,

41 WHEREAS, the officers and the board of directors at
42 Williford Fire & Rescue felt it was important to
43 highlight the remarkable achievements of these two
44 young individuals by sharing their story with Anderson
45 County Council; and,

46 WHEREAS, the actions of these young men represent
47 Anderson County at its absolute best, and demonstrate
48 the important role everyday citizens can play in saving
49 the lives of others.

50 NOW, THEREFORE, BE IT RESOLVED that the Anderson

1 County Council, in a meeting duly assembled this 19th
 2 day of May, hereby recognizes and honors Paxton Hatcher
 3 and Colt Fulton for their courage and quick actions,
 4 which serve as an example for us all.

5 I put that in the form of a motion.

6 GREG ELGIN: Second.

7 CINDY WILSON: Second.

8 TOMMY DUNN: Second by

9 Councilman Elgin. Open the floor up for discussion.

10 Councilman Elgin.

11 GREG ELGIN: Mr. Chairman, I

12 also spoke with the Williford Fire Chief about this and
 13 he was very, very thankful that they were there. So we
 14 appreciate it. I know the outcome could have been
 15 worse, but thank goodness we had people there that knew
 16 what to do and took the action that needed to be done.

17 So, again, I just want to say thank you. Thank
 18 you, thank you for being there, and thank you for
 19 taking action.

20 TOMMY DUNN: I just want to

21 say thank y'all, too. I've been in the fire service
 22 for over 40 years, and I've known grown-ups that
 23 wouldn't make decisions and do what y'all done. That's
 24 outstanding what y'all done. I know the family and
 25 victim and all really appreciate it. Hope y'all
 26 continue y'all's career and keep serving the community.
 27 That's what it's all about.

28 All in favor of the motion show of hands. All
 29 opposed like sign. Show the motion carries
 30 unanimously.

31 Y'all step forward and bring your families. Chief,
 32 you come on up, too.

33 **PRESENTATION OF RESOLUTION**
 34 **APPLAUSE**

35 TOMMY DUNN: Moving on to
 36 item number 2(d), 2026-030. From all Councilmen.
 37 Councilman Glenn Davis. This is Mental Health
 38 Awareness Month.

39 GLENN DAVIS: Thank you, Mr.
 40 Chairman.

41 This is Resolution number 2026-030.

42 A RESOLUTION TO RECOGNIZE MAY 2026 AS MENTAL HEALTH
 43 AWARENESS MONTH IN ANDERSON COUNTY AND TO ENCOURAGE
 44 GREATER UNDERSTANDING, COMPASSION, AND SUPPORT FOR
 45 INDIVIDUALS AND FAMILIES AFFECTED BY MENTAL HEALTH
 46 CONDITIONS.

47 WHEREAS, mental health is essential to the overall
 48 well-being, health, and quality of life of every
 49 individual and affects people of all ages, backgrounds,
 50 and walks of life; and

1 23, 2026 and recognizes the dedication, professionalism
2 and commitment of the paramedics, emergency medical
3 technicians and emergency medical flight crews across
4 the nation; and

5 WHEREAS, the 2026 National EMS Week theme,
6 Improving Outcomes Together, highlights the
7 collaborative efforts of EMS professionals, healthcare
8 providers, emergency responders and community partners
9 working together to deliver high quality emergency
10 care; and

11 WHEREAS, Anderson County Council proudly recognizes
12 the incredible dedication, compassion and
13 professionalism of paramedics, along with the EMTs and
14 flight crews we proudly serve alongside, who answer the
15 call every single day; and

16 WHEREAS, whether responding to emergencies at all
17 hours, confronting families during difficult situations
18 or providing lifesaving care throughout our community,
19 these dedicated professionals continue to serve with
20 strength, heart and unwavering commitment; and

21 WHEREAS, Anderson County is grateful for the
22 sacrifices made by these men and women and for the
23 families who support them behind the scenes, allowing
24 them to serve others during times of crisis and
25 uncertainty; and

26 WHEREAS, these emergency medical professionals
27 remain the calm and the chaos and helping hand in the
28 crisis and the difference when seconds matter most.

29 NOW, THEREFORE, be it resolved that Anderson County
30 Council hereby recognizes May 17 through 23, 2026 as
31 National EMS Week and Anderson County encourages all
32 citizens to join in expressing appreciation and
33 gratitude to the EMS providers who proudly serve our
34 community every day.

35 Put that in the form of a motion.

36 CINDY WILSON: Second.

37 TOMMY DUNN: We have a
38 motion by Councilman Elgin; second by Ms. Wilson. Open
39 the floor up for discussion. Councilman Elgin.

40 GREG ELGIN: Just to say
41 real quick. I know we've got a couple of people out
42 here from our Anderson County side. I do appreciate
43 what y'all do. I mean, I see it all the time. I know
44 y'all see me all the time. We've had some difficult
45 things come up over the past week in our district
46 around Belton.

47 So just appreciate everybody being there and
48 helping us take care of things and serving alongside of
49 us. Everything we read is true, and I appreciate it.

50 Thank y'all so much.

1 TOMMY DUNN: Thank you.
2 Anyone else? I just want to say that I wholeheartedly
3 agree with Mr. Elgin, but also want to add, I think our
4 EMS system in Anderson County takes a backseat to no
5 one. Y'all prove it every day. People come all around
6 the southeast modeling themselves after what y'all do.
7 We've got a good system, but what makes it the best is
8 the people in that system.

9 Appreciate y'all very, very much.

10 Anyone else? All in favor of the motion show of
11 hands. Y'all come on up. Show the motion carries
12 unanimously.

13 **PRESENTATION OF PROCLAMATION**
14 **APPLAUSE**

15 TOMMY DUNN: This will
16 conclude this part of our meeting. We'll reconvene
17 back here at 6:30 and start our regular Council
18 meeting.

19
20

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

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
MAY 19, 2026

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
JORDAN THAYER
RENEE WATTS

1 TOMMY DUNN: Let's call the
 2 regular Anderson County Council meeting of May 19th to
 3 order. I'd like to welcome each and every one here.
 4 Thank y'all for coming out and participating in your
 5 local government.

6 At this time I'd like for us to all rise for the
 7 invocation and pledge of allegiance. Ms. Wilson.

8 CINDY WILSON: Thank you, Mr.
 9 Chairman. May we pray.

10 **INVOCATION AND PLEDGE OF ALLEGIANCE BY CINDY WILSON**

11 TOMMY DUNN: Are there any
 12 corrections to be made to the May 5th minutes of the
 13 Council meeting?

14 CINDY WILSON: I found none.
 15 May I make a motion that we accept the minutes of the
 16 May 5th meeting?

17 TOMMY DUNN: Have a motion
 18 by Ms. Wilson to accept the minutes as presented of May
 19 5th. Do we have a second?

20 CHRIS SULLIVAN: Second.

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

25 We're going to go now to citizens' comments. When
 26 Mr. Harmon calls your name, please address -- state
 27 your name and district for the record. Address the
 28 chair. Keep the first go-around on agenda items only.
 29 You have three minutes. Mr. Harmon.

30 LEON HARMON: Mr. Chairman,
 31 first speaker is William Wilson.

32 WILLIAM WILSON: Good evening,
 33 William Wilson. I live at 224 Long Road, and I'm in
 34 District Seven. Appreciate y'all listening to me. I'm
 35 not a very -- not a public speaker, and this is hard,
 36 but I am passionate about this.

37 I'm here today because I feel like Anderson County
 38 has failed my family. And I want the citizens of the
 39 county to hear why. I'm a farmer and I farm the same
 40 land that my father and my grandfather has farmed for
 41 well over 100 years. I'm deeply rooted and attached to
 42 this land, the beautiful rolling pasture lands along
 43 Long Road and Wilson Road. It's off of Highway 81.
 44 I've raised my children on this land, and I'm looking
 45 forward to sharing it with my grandchildren.

46 But then 134 Long Road came into existence, located
 47 southwest of my home, which is in the direction of our
 48 prevailing winds. This warehouse, which might as well
 49 be an alien base. You have the smell of paint when
 50 those winds are blowing. We have ungodly sounds of

1 just thundering crashes of metal and just displays of
 2 shrouds of -- displays shrouds of light that fill a
 3 once awesome night sky out in the country.

4 Anderson County has failed me.

5 This warehouse would be fine over in an industrial
 6 park over near the interstate. But no, it's right in
 7 the middle of rural Anderson. The area is surrounded
 8 by residential homes occupied by many that are in
 9 attendance tonight, and signed a petition about this.

10 I have a 12 acre tract of land that's between me
 11 and my alien neighbor, which my wife and I had hoped
 12 one of our children would move back and raise a family.
 13 I think that's unlikely now, not on that tract, maybe
 14 somewhere else on the farm.

15 Heck, it's devastated our way of life so badly that
 16 it discourages me about living here, a place that has
 17 been in my family for over 150 years.

18 Anderson County has failed me.

19 So we can't ---

20 LEON HARMON: That's time,
 21 Mr. Chairman.

22 TOMMY DUNN: Thank you.

23 WILLIAM WILSON: We can't
 24 change, we can't change the past, but we have an
 25 opportunity ---

26 TOMMY DUNN: That's time,
 27 Mr. Wilson. Appreciate it.

28 WILLIAM WILSON: Pardon?

29 TOMMY DUNN: That's time.

30 WILLIAM WILSON: That was three
 31 minutes?

32 TOMMY DUNN: Yes, sir.

33 WILLIAM WILSON: Thank you for
 34 time.

35 TOMMY DUNN: You're fine.

36 Yes, sir.

37 Next, Mr. Harmon.

38 **APPLAUSE**

39 LEON HARMON: Next speaker is
 40 Brad Meisburg.

41 BRAD MEISBURG: Good evening to
 42 the Council, and thank you for this time. My name is
 43 Brad Meisburg. I live in the Omega Farms subdivision,
 44 which is very close to the Wilson property. I'm on the
 45 HOA board there, Secretary of the board.

46 Many of the signatures on the petition are
 47 homeowners in our subdivision. The homeowners are
 48 concerned that this business needs to live up to
 49 original expectations.

50 While we applaud economic development, we also

1 believe there's a balance between business expansion
2 and preserving rural Anderson County, including our
3 local farms.

4 As an example, the Wilson Farm is a wonderful
5 neighbor, and we strongly believe that he should not be
6 subject to noise pollution exceeding the county
7 guidelines, or vapor pollution. We simply request that
8 the business live up to original requirements before
9 gaining any reduction in taxes. Thank you.

10 TOMMY DUNN: Thank you. Mr.
11 Harmon?

12 **APPLAUSE**

13 LEON HARMON: Next speaker is
14 Colin Alexander.

15 COLIN ALEXANDER: Good evening,
16 ladies and gentlemen. Colin Alexander, District Seven,
17 1105 Bellmare Way, in District Seven. So, I'm coming
18 to speak about two items, but mostly on the fee in lieu
19 agreement that Mr. Meisburg and Mr. Wilson have talked
20 about.

21 I think it is -- this is an opportunity -- Mr.
22 Wilson made a great point that the county did seem to
23 fail him in the balance of economic development and the
24 good of the citizens around in the community, and not
25 one opportunity that you do have before you in
26 discussions on this is going to this 134 Long Road LLC.
27 And rather than immediately transferring the fee in
28 lieu, having them given an opportunity to address the
29 concerns that Mr. Meisburg and Mr. Wilson have brought
30 up prior to awarding this new fee in lieu. This is
31 something that can be done in any contract, and I think
32 would be valid by both giving them an opportunity to be
33 good neighbors to Omega Farms and Mr. Wilson's farm, as
34 well as promote and be a good business partner moving
35 forward.

36 I think that's a very reasonable request, and I
37 think it's a way that we can have a win-win situation
38 for both the county and its citizens and economic
39 development.

40 I'd also like to say, for Resolution 2026-027, I
41 think this should absolutely -- there's no downside to
42 livestreaming County Council meetings. I've had, I've
43 had four kids; they're all very small. They're growing
44 up now, but it can be very difficult for working
45 parents to make it out to these, and transparency has
46 been an issue across the nation, as far as government.
47 And this is a great way to repair any sort of
48 relationship between local government and county -- or
49 in the county and its citizens. I don't see any
50 downside. I think this is a great win-win for the

1 county as well. So, thank you very much.

2 **APPLAUSE**

3 LEON HARMON: Next speaker is
4 Yvette Ruzicka.

5 YVETTE RUZICKA: Good
6 evening. My name is Yvette Ruzicka, and Cindy Wilson
7 is my Council person in District Seven.

8 I wanted to speak just briefly on the resolution to
9 stream Anderson County County Council and Planning
10 Commission meetings. Recently, I saw a picture, I
11 believe, Mr. Shallaby took of those raising their
12 hands, voting on the proposed subdivisions. And I was
13 very proud to say that the appointee that Ms. Wilson
14 did, did not raise his hand to do that. And if I'm not
15 mistaken, I believe Mr. Jimmy Davis' person did not
16 raise his hand either.

17 And that's very important, because I am learning,
18 and believe me, I have been learning a lot. I did a
19 forum last week. I educated myself really good on the
20 statehouse. And I'm educating myself on you guys, too,
21 because I'm going to be doing a forum with you on
22 Tuesday.

23 So anyway, as I've been looking around and I've
24 been studying, and I'm finding out, wait a minute,
25 what's going on here? What is our County Council
26 members doing? What is our state house people doing?
27 And the one thing I saw is that who you put in office
28 or who you put on the board for the commission makes a
29 difference in Anderson County. Do they actually go out
30 there and look at the properties? I found out on the
31 Transportation Committee, some of those people don't
32 even go out there and look at the roads that's being
33 brought forth to them.

34 If you're not putting good people on these
35 commissions, you need to fix that. But the way that we
36 all know what happens is if you stream it, because we
37 can't all get here. The last time I was here, there
38 was probably four people here, that was about it.
39 Today I'm very happy to see all these people here. But
40 you need to stream it, because see, I can go on the
41 state house, and when my state person says that they
42 voted a certain way, you know what, I can go look and
43 see if they're telling me the truth or not.

44 You know, in these forums when they talked and
45 they're telling all their constituents, I can go look
46 and see what they said. We need to keep a better check
47 on you. We need to see how you're spending our money.
48 What are you doing? And that way we can, we can come
49 to you and say, Hey, I don't agree with you. Whether
50 you're my Council person, Mr. Dunn, or not, or whether

1 Jimmy Davis is or not, I still feel like you answer to
 2 all of us, because we are Anderson County, and we have
 3 a right to know what's going on all the time. And if
 4 we can't get here, I certainly would love to go look it
 5 up online and check up on you.

6 Thank you for your time.

7 TOMMY DUNN:

Mr. Harmon.

8 **APPLAUSE**

9 LEON HARMON:

Next speaker is

10 Joe Sangl.

11 JOE SANGL:

Good

12 evening, Council. Joseph Sangl, District Seven, 321
 13 Wilson Road. Cindy Wilson is our representative.

14 I'm here on behalf of the 134 Long Road
 15 development. I want to speak to the changes that I've
 16 seen happen. I've seen there is no buffer at all
 17 between William Wilson's property and this, this data
 18 center, the Vertiv (verbatim) Data Center. Nothing
 19 wrong with data centers. Anderson County has done
 20 incredible work in economic development. I'm -- all I
 21 am asking is that if there's any ordinance that is
 22 currently on the books, is not currently in force, that
 23 the Council would ensure that that is in force by the
 24 time any, any tax abatement is given to them.

25 I will tell you, it has increased traffic
 26 dramatically, even on little Wilson Road. Wilson Road
 27 is so bad potholes-wise, that I do believe I could go
 28 crappy fishing and limit out.

29 My wife and I have to drive way below the speed
 30 limit to keep from careening off the road in a brand
 31 new vehicle. And that is hugely caused by the
 32 increased traffic that is happening there.

33 So, specifically, to ask that it's on the petition
 34 that me and my wife have signed is that if there is an
 35 issue with the buffer requirements, the light and sound
 36 ordinances, the construction of any barrier wall that
 37 might be required to be able to meet those needs, we
 38 would ask that the Council would hold them to it, and
 39 that's all that we would ask.

40 Thank you so much for everything you to do serve
 41 our Council. Thank you.

42 **APPLAUSE**

43 TOMMY DUNN:

Mr. Harmon.

44 LEON HARMON:

Next speaker is

45 Josh Evans.

46 JOSH EVANS:

Good evening,

47 Council. My name is Joshua Evans, and I live on Wilson
 48 Road, District Seven.

49 Basically the biggest concern with this development
 50 off of Long Road for me personally is the traffic

1 aspect, and the employees at shift change or break
 2 time, basically parading down Wilson Road, in
 3 particular, oftentimes side by side racing. And this
 4 is a narrow road that almost every day I see William
 5 Wilson on a tractor on.

6 And I'm putting the County Council on notice now
 7 that this is something that they need to take serious
 8 and address with Roads and Bridges, whomever we need to
 9 discuss this with to make sure it's being addressed,
 10 because I mean these individuals are flying out of
 11 here. And I mean I don't even feel comfortable letting
 12 my wife and daughter walk down the road after work
 13 anymore, because they're getting ran off the road by,
 14 you know, individuals flying out of this warehouse.

15 So that's the biggest concern for me. And in, I
 16 mean, in the line of work that I'm in, we work in data
 17 centers. We have no issue with them. But I've never,
 18 I've never seen there be the lack of a buffer yard
 19 being an issue. Typically, the data centers and, and
 20 these spec buildings are happy to put a buffer up. So
 21 I don't -- I really don't understand, especially the
 22 benefit that it has for the community, why that
 23 wouldn't be, you know, accommodated.

24 So, again, thank you for your time. Appreciate it.

25 **APPLAUSE**

26 TOMMY DUNN: Mr. Burns or
 27 Mr. Harmon.

28 LEON HARMON: Next speaker is
 29 David Shallaby.

30 DAVID SHALLABY: I'm Dave
 31 Shallaby. I'm from District Four, 6275 Highway 187.
 32 Just got done listening to Mr. Wilson -- I didn't
 33 realize you guys are related. But a lot of farmers
 34 feel that way about their property in this county.
 35 I've talked to a lot of them, and they're, they're very
 36 concerned about our economic development policies and
 37 how they affect the farmland around the, around the
 38 county.

39 And we do like the night skies, and we do like to
 40 see the farmers being able to pass their property down
 41 to other generations. So we need to do better on the
 42 economic development side, in terms of what makes a
 43 good -- what supports farming in this area, because
 44 that's kind of what we are. We have a large
 45 agricultural, really, asset here in the county. We
 46 need to do more around that.

47 Now, I came to speak about this, this -- the 134
 48 Long Road issue. Not because I live near it. Thank
 49 God, I don't live there. I feel bad for these folks.
 50 I guarantee you, if these folks could vote today,

1 they'd say you should not pass this fee in lieu of tax
2 deal.

3 But as I read it, I didn't understand it. I know
4 we're going to be fixing their -- I've never seen a
5 building that's already existing, you know, for real
6 estate investment trust, and then we're going to give
7 them another 30 years of a fixed tax rate, which
8 standard 6% with our, with our standard millage rate
9 that goes for 30 years, but then you guys are given
10 another 85% off that for the first six years, and then
11 another 35% for the next, I think it's like 18 more
12 years. I don't know -- it's a long time. So basically
13 they're virtually paying very little in tax as a part
14 of that thing.

15 So not only is it an eyesore, and it happens to be,
16 you know, a problem for the folks that live near it,
17 but you're going to pay them to keep that there. And I
18 don't understand, if it's already been built, and who
19 owns the -- why we're giving a deal to a bunch of
20 investors that already have a building that's already
21 there, why we would do that. First point.

22 Second point, I want to make sure is about the, is
23 about the livestreaming. I think livestreaming the
24 County Council meetings would be great. I'd like you
25 -- to see the livestreaming of the Planning Commission
26 meetings, that would be great. But even the Finance
27 Commission meetings would be awesome. Those are done
28 in a back room. A lot of folks don't show up here at
29 eight o'clock in the morning when they're discussing
30 the finances, and I would love -- and I'm sure a lot of
31 these folks would love to see how the finances get
32 done.

33 I know Ms. Wilson is going to bring up a point
34 about the budget. You know, we are going to be able to
35 ratify this budget in just a little over a month, and
36 nobody's actually had any comments or seen anything
37 about it. So it would be nice if we were all kind of
38 brought into the loop on that. Thank you.

39 **APPLAUSE**

40 LEON HARMON: Mr. Chairman,
41 no one else has signed up during this time in the
42 meeting. There are a number of people signed up under
43 other matters.

44 TOMMY DUNN: Okay. Thank
45 you.

46 CINDY WILSON: Mr. Chairman?

47 TOMMY DUNN: Uh-huh.

48 CINDY WILSON: May I have a

49 point of privilege, please.

50 TOMMY DUNN: Yes, ma'am.

1 CINDY WILSON: There was a
2 brief audio and audio that was to have been played, and
3 I don't know where the glitch was, but if we could get
4 that played, it would take less than a minute.

5 TOMMY DUNN: Yeah.

6 CINDY WILSON: This is the
7 building at 134 Long Road at night. The company was --
8 had promised to put in a buffer, I think, of at least
9 40 trees, and that has not been done. The \$200,000 in
10 landscaping that they claim they did, a great deal of
11 it did not survive.

12 The company met with, well, they had their attorney
13 meet with us out there, along with Mr. Burns, last
14 April. And he -- Mr. Lewis saw clearly what the issues
15 were, and said he would talk with the company and get
16 something done. And they claimed they would do the
17 buffer, they'd work on dimming the lights. And our
18 administrator promised a nice quiet computer operation.

19 Unfortunately, we have a very loud noise. Our farm
20 is three quarters of a mile away, and you can hear the
21 boom all the way over there in the barn.

22 Would you play that?

23 **AUDIO PLAYING**

24 CINDY WILSON: So much for a
25 quiet, peaceful operation. There are noxious fumes
26 coming from spray painting, and all of the welding
27 going on.

28 I think, at the least, when we get to that item on
29 the agenda, I beg your indulgence to continue tabling
30 it until the company can finish what they promised to
31 do. Thank you.

32 TOMMY DUNN: Thank you.

33 Moving on, item five, presentation from the Wren
34 Woods Homeowners Association.

35 KEVIN DUHE: Good evening,
36 ladies and gentlemen. My name is Kevin Duhe. I'm the
37 president of a small HOA in Piedmont, off Highway 81.
38 Jimmy Davis is our representative. I'm going to kind
39 of forego my speech and just talk to you guys candidly.

40 We have a very simple ask. We have a speeding
41 problem in our neighborhood. We've had three mailboxes
42 taken out in the past two years, or so. We've had one
43 handicapped child nearly hit by a UPS delivery driver
44 once. We went through the normal -- or the required
45 avenues. We contacted Roads and Bridges. We tried to
46 lower the speed limit. We've tried to install speed
47 bumps. We're -- all we're asking is to have some speed
48 bumps approved for our neighborhood. Our main street
49 is .22 miles, and the minimum requirement is .25 miles.
50 So we were rejected there.

1 TOMMY DUNN: Thank you.
2 KEVIN DUHE: Thank you.
3 JIMMY DAVIS: Mr. Chair, if I
4 may?
5 TOMMY DUNN: Mr. Davis.
6 Jimmy Davis.
7 JIMMY DAVIS: Mr. Duhe, and I
8 failed to write down her name, but ...
9 JESSICA HART: Jessica Hart.
10 TOMMY DUNN: Ms. Hart, a
11 while back, after I received y'all's request, and
12 there's also a neighboring neighborhood that we're in
13 kind of the same situation. I've instructed Director
14 of Roads and Bridges, Jonathan Fox, to put together the
15 data to see where we are.
16 The problem we have with our current ordinance, the
17 way it's written, it is, it's kind of, it's kind of
18 restrictive on some things. And it's for a reason, but
19 at the same time, we are looking at some alternatives
20 for you.
21 Ms. Hart, thank you for bringing attention -- that
22 point to attention that with the emergence of more and
23 more electric and hybrid vehicles, they are very quiet.
24 In fact, I don't -- without hearing aids, I don't hear
25 very well, and I almost stepped out in front of one not
26 too long ago because I didn't hear it. So that is a
27 very valid point.
28 But we are working on it and we will be in touch
29 soon; I can promise you that. Thank you.
30 TOMMY DUNN: Thank you, Mr.
31 Davis.
32 CINDY WILSON: May I, Mr.
33 Chairman?
34 TOMMY DUNN: Yes, ma'am.
35 CINDY WILSON: We have a
36 similar problem on Traynum and several other roads in
37 District Seven. And Mr. Fox did a study, and it just
38 fell right under the threshold of being able to put a
39 speed hump in. So I'll look forward to working with
40 everybody to see if we can adjust our ordinance to
41 increase safety. Thank you.
42 TOMMY DUNN: Moving on to
43 item number 6(a), Ordinance third reading, 2026-013, an
44 Ordinance to approve a ground lease agreement between
45 Anderson County, South Carolina, and Blackdog Air, LLC
46 for location of an aircraft hangar at the Anderson
47 Regional Airport; and other matters related thereto.
48 This will be a public hearing. Anyone wishing to
49 speak to this matter, please step forward and address
50 the chair. Again, state your name and district for the

1 record. You have three minutes. Anyone at all?
2 Seeing and hearing none, the public hearing will be
3 closed. Do we have a motion?
4 CINDY WILSON: So moved.
5 TOMMY DUNN: Ms. Wilson
6 makes a motion to move this forward. Do we have a
7 second?
8 BRETT SANDERS: Second.
9 TOMMY DUNN: Second by
10 Councilman Sullivan. Open the floor up for discussion.
11 CINDY WILSON: May I, Mr.
12 Chairman?
13 TOMMY DUNN: Ms. Wilson.
14 CINDY WILSON: I read through
15 -- it looks like a very similar agreement to the two
16 previous hangar deals that were done for the airport.
17 But in this case, there was no principal named or an
18 address or anything. So, could we get that before we
19 vote?
20 TOMMY DUNN: I don't think
21 so. Well, I don't have it. I know who it is, but
22 getting the thing out. I don't think that's really
23 relevant.
24 CINDY WILSON: Well, I think
25 it was pulled aside, maybe second reading of the other
26 two hangars. I know I've seen this Blackdog before,
27 but then it was -- didn't show up in the next one. Am
28 I remembering correctly?
29 RUSTY BURNS: It was pulled
30 because there were some issues about possible financial
31 situations that have been rectified to the satisfaction
32 of the treasurer, Jason Phillips.
33 TOMMY DUNN: Yeah. That's
34 it.
35 CINDY WILSON: Okay. So I did
36 remember correctly.
37 TOMMY DUNN: Yeah.
38 CINDY WILSON: Okay. So can
39 we get the name of the principal?
40 TOMMY DUNN: I don't have
41 it, but I mean, I'd be glad to get -- I'm sure they can
42 get it for you.
43 CINDY WILSON: Do you know,
44 Mr. Burns?
45 RUSTY BURNS: (Inaudible.)
46 CINDY WILSON: Okay. All
47 right. Thank you.
48 TOMMY DUNN: All in favor of
49 the motion show of hands. All opposed like sign. Show
50 the motion carries unanimously.

1 Moving on to item number 6(b), 2026-019, an
 2 Ordinance to amend an agreement for the development of
 3 a joint county industrial and business park (2010 Park)
 4 of Anderson and Greenville counties so as to enlarge
 5 the park; and other matters related thereto. This is
 6 Project Bento.

7 Mr. Nelson.

8 BURRISS NELSON: Thank you, Mr.
 9 Chairman, members of Council. If you'll remember, this
 10 is Signature Foods that we finished third reading on
 11 several weeks ago, and this is a company that will be
 12 bringing to big box stores such as Walmart, a section
 13 in their grocery area where they'll have dips and
 14 salads, lots of things for charcuterie boards and those
 15 kinds of things for sale.

16 This simply allows them the opportunity for
 17 incentives from state and local incentive packages.
 18 Thank you, Mr. Chairman.

19 TOMMY DUNN: Thank you.
 20 This will be a public hearing. Anyone wishing to speak
 21 to this matter, please step forward and state your name
 22 and district, address the chair, and you have three
 23 minutes, please. Anyone at all?

24 DAVID SHALLABY: Dave Shallaby,
 25 again from District Four. Hey, Brett.

26 Listen, before you vote on that, I'd like to know
 27 what the hourly wages you're going to get for the --
 28 for actually giving them the deal. I think they're
 29 like \$15 an hour jobs that we're pretty excited about.
 30 But I would wonder why we want to go ahead and fund
 31 something like that. I think that could probably do
 32 well in a different part of the state, not just in a
 33 primary like that up there in Powdersville. So would
 34 somebody mind explaining that in terms of what we're
 35 getting in terms of an average hourly rate, and why we
 36 think that makes a lot of sense on the FILOT. Thanks.

37 TOMMY DUNN: Anyone else?
 38 Anyone at all? Public hearing will be closed. Do we
 39 have a motion on the floor? Do we have a motion?

40 JIMMY DAVIS: So moved.

41 TOMMY DUNN: Motion by

42 Councilman Jimmy Davis. Have a second?

43 CHRIS SULLIVAN: Second.

44 TOMMY DUNN: Second by
 45 Councilman Sullivan. Open the floor up for discussion.
 46 All in favor of the motion show of hands. All opposed
 47 like sign. Show the motion carries unanimously.

48 Moving on to item number (c), 6(c), 2026-020, an
 49 Ordinance to adopt Part II of the 2026 Anderson County
 50 Comprehensive Plan, which includes the following

1 elements: Cultural Resources, Economic Development,
 2 Natural Resources, Resiliency, and Transportation,
 3 along with maps and other descriptive matter contained
 4 herein.

5 This will be a public hearing. Anyone wishing to
 6 speak to this matter, please step forward, address the
 7 chair, and you have three minutes. Anyone at all?
 8 Anyone? Seeing and hearing none, the public hearing
 9 will be closed. Do we have a motion to move this
 10 forward?

11 CINDY WILSON: So moved.
 12 TOMMY DUNN: Motion Ms.
 13 Wilson; second by Councilman Sullivan. Open the floor
 14 up for discussion.

15 CINDY WILSON: May I?
 16 TOMMY DUNN: Ms. Wilson.
 17 CINDY WILSON: I had a meeting
 18 set up with Mr. Hogan a couple of weeks ago to go over
 19 additions and corrections, but he was called away and
 20 we haven't had time to reschedule. But there are some
 21 very important elements that need to be in there.
 22 So, how do we address that?

23 TOMMY DUNN: Yes, ma'am,
 24 come on up. From our Planning department.

25 JOAN HOLLIDAY: Good evening.
 26 TOMMY DUNN: Good evening.
 27 JOAN HOLLIDAY: We have a
 28 couple of choices of how we can address it. We can go
 29 ahead and adopt the ordinance tonight. We worked very
 30 hard to get it in and get it done before the primary.
 31 Or -- if we do that, we can always open it up and
 32 include whatever needs to be included. Or if we do
 33 make changes, if we stop now and make changes, then we
 34 need to go back all the way through the process with
 35 this part. And that would be probably sometime this
 36 fall before we could get it done.

37 TOMMY DUNN: Okay. I think
 38 we move forward and adopt it, if we would, and amend
 39 it, will be the simplest thing to do, and go back. We
 40 just need to get a meeting set up between now and next
 41 meeting, get this, get this worked out, recommendations
 42 on it, we can amend it. Okay?

43 JOAN HOLLIDAY: And there were
 44 a couple of things, Ms. Wilson, on part one, we had
 45 talked about too, and once we get this adopted, we can
 46 go back with both of them.

47 CINDY WILSON: All right.
 48 Thank you.

49 JOAN HOLLIDAY: That would make
 50 it simpler to do.

1 CINDY WILSON: All right.
2 Thank you.
3 TOMMY DUNN: Thank you.
4 Appreciate it, Ms. Holliday.
5 CHRIS SULLIVAN: Mr. Chairman?
6 TOMMY DUNN: Mr. Sullivan.
7 CHRIS SULLIVAN: So just going
8 through this, there were a couple of little fact that
9 -- I enjoyed reading this. This is an encyclopedia of
10 Anderson County.
11 A couple of tidbits, though, Hartwell Lake, 56,000
12 acres. I think it may be a little less acreage now;
13 it's down seven feet. But 962 miles of shoreline.
14 That's a significant body of water in Anderson County.
15 But I wanted to bring out on page 10 of the
16 transportation study, just to highlight this, I'm
17 becoming a roads nerd on here. But in 2021 they did
18 the math -- ACTC did the math on what it costs to pave
19 a mile of road. In 2021 it cost \$267,000 a mile in
20 Anderson County to pave. 2022 went up to \$342,000. In
21 2023 it went up to \$577,000. In 2024 it stayed the
22 same at \$577,000. And in 2025 the cost, the cost to
23 pave a mile of road in Anderson County was \$864,000 a
24 mile.
25 I tried to research it, said all the competition
26 has been gobbled up; all the local guys have sold out
27 to the big guys. The petroleum, the diesel fuel, all
28 these things have contributed greatly. It's not
29 getting any cheaper.
30 I was talking to the CFO for a company, one of the
31 big construction companies, I said, in five years,
32 what's going to be cheaper than it is now? He said,
33 absolutely nothing. Everything's going up further.
34 So, I think you can see, I think that's a 215% increase
35 in five years for the cost to pave a road. So just
36 highlighting that as kind of part of our issues with
37 the whole state of South Carolina, but, but wanted to
38 draw that out. So, thank you, Mr. Chairman.
39 TOMMY DUNN: Thank you.
40 Do we have a motion to move this forward?
41 CHRIS SULLIVAN: So moved.
42 TOMMY DUNN: Motion by
43 Councilman Sullivan. Do we have a second?
44 GLENN DAVIS: Second.
45 TOMMY DUNN: Second by
46 Councilman Glenn Davis. Open the floor up for
47 discussion. All in favor of the motion show of hands.
48 All opposed like sign. Show the motion carries
49 unanimously.
50 Moving on to item number 7(a), 2026-026, an

1 Ordinance to transfer an easement interest in real
 2 property at 1428 Pearman Dairy Road to Piedmont Natural
 3 Gas Company; and other matters related thereto. This
 4 will be second reading.

5 Do we have a motion to move this forward?

6 CINDY WILSON: So moved.

7 TOMMY DUNN: Motion Ms.

8 Wilson; second by Councilman Sullivan. Open the floor
 9 up for discussion. All in favor of the motion show of
 10 hands. All opposed like sign. Show the motion carries
 11 unanimously.

12 Moving on to number 8(a), first reading, Ordinance
 13 2026-021, an Ordinance amending Ordinance No. 99-004,
 14 the Anderson County Zoning Ordinance, as adopted July
 15 20, 1999, by amending the Anderson County Official
 16 Zoning Map to adopt a zoning map in the Center Rock
 17 Voting Precinct, Anderson County, South Carolina; and
 18 other matters pertaining thereto. Be in District 5.

19 I make a motion to move this forward.

20 CINDY WILSON: Second.

21 TOMMY DUNN: Second Ms.

22 Wilson. Open the floor up for discussion. All in
 23 favor of the motion show of hands. All opposed like
 24 sign. Show the motion carries unanimously.

25 Moving on to item number 8(b), 2026-025, an
 26 Ordinance to amend Ordinance #99-004, the Anderson
 27 County Zoning Ordinance, as adopted July 20, 1999, by
 28 amending the Anderson County Official Zoning Map to
 29 rezone +/- .59 acres from Industrial Park District
 30 (I-2) to Highway Commercial District (C-2) on a parcel
 31 of land identified in the Five Forks Precinct as shown
 32 in Deed Book 12535 at page 209. The parcel is further
 33 identified as TMS# 119-00-17-007. It's in District 4.

34 Do we have a motion?

35 BRETT SANDERS: So moved.

36 TOMMY DUNN: Motion by

37 Councilman Sanders to move forward. Do we have a
 38 second?

39 CINDY WILSON: Second.

40 TOMMY DUNN: Second by Ms.

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

44 Going to move on to item number (c), 8(c), first
 45 reading, 2026-027, an Ordinance to adopt the operating
 46 and capital budgets of Anderson County for the fiscal
 47 year beginning July 1, 2026, and ending June 30, 2027.
 48 Councilman Sanders.

49 BRETT SANDERS: Thank you, Mr.

50 Chairman. As everyone is aware, we're still waiting on

1 the state. We have two different budgets, and we're
2 waiting on them. We have plenty of time on our budget.
3 Actually, the eight years that I've been on the Finance
4 Committee, the budget's been passed first reading in
5 title only to meet our time lines. This is really a
6 way to -- just to introduce the budget to move forward.
7 We'll have multiple Finance Committee meetings that are
8 open to the public and everyone's allowed, and I
9 actually had a lady called today, and, and I was glad
10 to hear that. In the eight years I've been there, I
11 think we've had one person -- well, we had two people
12 show up at our Finance Committee meeting.

13 One, Ms. Fant, you showed up at one. And then a
14 lady showed up, you were there, and then there was a
15 lady that came in that was lost and was -- thought she
16 was at another meeting. So I'm just glad to see people
17 want to get involved.

18 Basically, what we've -- I've done, and we've done
19 here is right now this budget is slashed out bare
20 bones, and then we'll look, and then we'll start
21 building on it from our Finance Committee meetings, and
22 we'll have another two readings from County Council.
23 General fund budget uses is going to be 14.7 million.
24 Right now, we're cutting everything out, discontinuing
25 County Council recreation, discontinuing County Council
26 travel reimbursements, discontinued special
27 appropriations for nonprofit entities, provide for debt
28 service for our new detention center, which is mandated
29 by -- not that one, but 6.3 million. The 27 positions
30 for the jail of 1.6 million that are mandated by the
31 state. We had the increase for the Anderson County
32 Library. The three tenths of a mill increase was in
33 there right now for Anderson -- Tri-County Technical
34 University, to assist Anderson County residents with
35 tuition that is attending the university.

36 Also, basically, you know, I say it's -- it's not
37 -- a budget is complicated, but I'm looking at this as
38 a two-family income, the wife and the husband, and the
39 wife's not sure she's going to get laid off or keep her
40 job. And basically, what you do is you sit down and
41 you meet all your financial and legal obligations and
42 any contracts that you have, and then you take the
43 recreational or the fluff or the dinners or whatever
44 out until you realize where you are and then you can
45 additionally go back in and add.

46 But we will have a budget that will meet the needs
47 of the citizens of Anderson County, and we'll make sure
48 that we provide the resources that our employees need
49 to take care of the citizens.

50 And I put the title first reading in the form of a

1 motion, title only.
2 TOMMY DUNN: Have a motion.
3 Do we have a second? Second by Councilman Sullivan.
4 Open the floor up for discussion.
5 CINDY WILSON: May I?
6 TOMMY DUNN: Ms. Wilson.
7 CINDY WILSON: I have found a
8 lot of things that were not slashed and burned.
9 BRETT SANDERS: We've got a lot
10 more to do. We'll get to it.
11 CINDY WILSON: And in
12 deference and respect to Mr. Sanders and our Finance
13 Committee, I will go over those in the committee
14 meeting. But at this point my vote will be no. Thank
15 you.
16 TOMMY DUNN: Thank you.
17 Anyone else? All in favor of the motion show of hands.
18 All opposed like sign. Show the motion carries with
19 Ms. Wilson opposing. Everyone else in favor.
20 Moving on now to number 9(a), Executive Session,
21 receipt of legal advice subject to attorney/client
22 privilege related to assignment of economic development
23 incentives for property on Long Road, 134 Long Road
24 facility. Put that in the form of a motion. Have a
25 second?
26 CINDY WILSON: Second.
27 TOMMY DUNN: Second by Ms.
28 Wilson. All in favor of the motion show of hands. All
29 opposed like sign. Show the motion carries
30 unanimously. Be right back.

EXECUTIVE SESSION

31
32 CINDY WILSON: ... of
33 executive session, having received legal advice subject
34 to the attorney-client privilege related to an
35 assignment of economic development incentives for the
36 134 Long Road facility.
37 TOMMY DUNN: Yes, ma'am.
38 Ms. Wilson makes a motion. Have a second?
39 GREG ELGIN: Second.
40 TOMMY DUNN: Second by
41 Councilman Elgin. All in favor of the motion show of
42 hands. All opposed like sign. Show the motion carries
43 unanimously.
44 Moving on to item number 10, Resolution number
45 2026-023, a Resolution with respect to consenting to
46 the transfer via an assignment of interest of 134 Long
47 Road Owner, LLC to Stag Industrial Holdings, LLC of the
48 fee in lieu of tax agreement dated as of December 31,
49 2024, by and between Anderson County and 134 Long Road
50 Owner, LLC; and other matters related thereto.

1 This was tabled on May 5th, 2026. I make the
2 motion to bring it off the table. Have a second?
3 BRETT SANDERS: Second.
4 TOMMY DUNN: Second by
5 Councilman Sanders. All in favor of the motion show of
6 hands. All opposed like sign. In favor, Councilman
7 Sanders, Councilman Glenn Davis, Councilman Dunn,
8 Councilman Elgin, Councilman Sullivan. Opposed
9 Councilman Wilson, Councilman Jimmy Davis.
10 Now, it's off the table. We'll open the floor up
11 for discussion. Mr. Harmon.
12 LEON HARMON: Mr. Chairman,
13 what we're really voting on here or what this
14 Resolution is about, it's not about putting a fee in
15 lieu or special source revenue credit in place. That's
16 already in place on this property. This is a
17 resolution to assign that FILOT and an SSRC agreement,
18 the benefits of that agreement, to a different entity,
19 and that entity is Stag Industrial Holdings LLC.
20 There's, there's also been some discussion, and --
21 about the lighting and the buffering at this site. The
22 lighting, in particular, is a function, and has been
23 reviewed by our Building and Codes people under the
24 International Building Code. I'm not sure that
25 anything can be done about that, because the code is
26 what it is. And after review by the Building and Codes
27 department, a CO was granted for this, for this
28 building. So that has been reviewed, and that's the
29 result of that review.
30 With respect to buffering, I think it's possible
31 that some discussions can be had with the new building
32 owner about additional buffering in the area.
33 With regard to some other issues that have been
34 discussed, odors, noise, we have a noise ordinance in
35 our code. If noise is a problem, we can have noise
36 evaluated. And if our code's being violated, we can
37 deal with that as a code issue, a code violation.
38 With respect to odors and that type of thing,
39 obviously we would be dealing with two other agencies
40 over which the county does not have authority. That --
41 inside the building, those issues are dealt with by
42 OSHA. That's a -- in South Carolina we have a state
43 program, so that would be state folks involved in that.
44 If it's, if it's beyond the property line, and it's
45 a problem, the Department of Environmental Services
46 would deal with that. Those, those agencies deal with
47 those type problems, and the county does not get
48 involved in that.
49 I'll be happy to answer any other questions you
50 might have.

1 TOMMY DUNN: Anyone else?
2 Council Elgin.

3 GREG ELGIN: I just want to
4 make sure I know -- everything that's been said and all
5 those other things, I just want to make sure that if
6 that is a problem, that we, we do have somebody from
7 the county contact DHEC, or DHS, so we can at least get
8 them to check that.

9 I think the other problem we're looking at is if,
10 if the assignment is not complete, I don't think
11 anybody's going to come in and say they're going to fix
12 those problems. And the people that are getting rid of
13 it, I don't think are going to fix those problems until
14 it's handed over to the new owner, and assigned to the
15 new owner.

16 So I mean, I think what we're looking at is we need
17 to do something with this before we can be in
18 conversation with them. But I want to make sure that
19 the neighbors are getting most of what they can. I
20 mean, I know that thing's been there a while. But I
21 think the thing is that we do what we can to enforce
22 our ordinances, state ordinances, so we don't have this
23 later on. And I just want to make sure that we're at
24 least doing that. So, thank you.

25 TOMMY DUNN: Anyone else?

26 CINDY WILSON: May I?

27 TOMMY DUNN: Ms. Wilson.

28 CINDY WILSON: This has been a
29 long and arduous issue. We have welcomed a lot of good
30 companies to this county, and had our door wide open
31 for developing good businesses.

32 Mr. Nelson, our Economic Development Director, and
33 Mr. Burns, our Administrator, told us that they were
34 trying to get with the company back in '22 before it
35 ever got the first blade in the ground, and they
36 wouldn't meet with the neighbors to try to moderate
37 some of the damage that was anticipated.

38 The neighbors even reached out to the company, and
39 they were treated very rudely. When Mr. Lewis, the
40 company's attorney, came to meet with the neighborhood,
41 he drove around before he came to the meeting. He
42 looked everything over. He said, you know, I get it.
43 I understand how people feel about this. And it would
44 seem that any company investing \$36 million in a
45 project would have at least met with the neighbors.

46 So that's been the problem. He was committing the
47 company to doing a buffer on the east side,
48 straightening up the landscape and getting it back in
49 place. They claimed they had spent about 200,000 on
50 landscaping, but, you know, if you don't water

1 landscaping and take care of it, you lose a lot of it.
 2 Some of it was done; the buffer was not. The
 3 lighting is way out of place, and the light pollution
 4 is horrific.

5 But anyway, Mr. Lewis was going to send me another
 6 copy -- I'm going to dig and find it in my paperwork,
 7 or get it from him -- where they committed to the
 8 buffer. It's really sad that people who've been here
 9 for centuries, including my family and the neighbors
 10 who've moved there recently, buying into an area of
 11 quiet enjoyment and peace and beauty, are subjected to
 12 this. It's not a quiet computer operation. It is
 13 indeed a loud noise, and I appreciate your concerns
 14 about the noise and the odors permeating the area from
 15 the spray painting they're doing. You heard the
 16 booming on the video audio part. And our administrator
 17 has pledged that as this moves forward, they're going
 18 to get the company to make some measures.

19 But tonight I'll vote no, because we went through
 20 this last year and didn't get through two growing
 21 seasons, the measures put in place that were pledged to
 22 the neighborhood. Thank you.

23 TOMMY DUNN: Thank you.
 24 Anyone else? All in favor of the motion show of hands.
 25 All opposed like sign. Show the motion carries with
 26 Mr. Sanders, Mr. Glenn Davis, Mr. Tommy Dunn, Mr.
 27 Elgin, Mr. Sullivan in favor. Ms. Wilson and Mr. Jimmy
 28 Davis opposed.

29 Moving on now to approval agreement between
 30 Anderson County and the town of Honea Path regarding
 31 Magistrate -- and y'all got the corrected copy -- this
 32 will be ---

33 CINDY WILSON: You missed one.

34 TOMMY DUNN: I'm sorry,
 35 10(b). 2026-027, a Resolution to stream Anderson
 36 County Council and Planning Commission meetings
 37 on the internet; and other matters related thereto.

38 Mr. Jordan, you got anything to add to this?
 39 Anything? We have a motion to move this forward?

40 JIMMY DAVIS: So moved.

41 CINDY WILSON: Second.

42 TOMMY DUNN: Motion by Mr.
 43 Jimmy Davis; second by Ms. Wilson. Open the floor up
 44 for discussion.

45 CINDY WILSON: May I?

46 TOMMY DUNN: Ms. Wilson.

47 CINDY WILSON: In our budget,
 48 we have -- and I had my notes and I can't find them
 49 now. But we had like \$284,000 for personnel in the
 50 current budget for the media team, and probably

1 another, oh, 200 and some odd thousand for professional
2 services. Oh, thank you.

3 Anyway, the current budget is almost \$584,000. And
4 we have the equipment, we have the personnel. Don't
5 know why it can't be livestreamed. I've been told by a
6 number of much younger people who are high-tech, savvy
7 people that you can even do this from a cell phone to
8 available public platforms.

9 And I think it's time for us to have these meetings
10 aired for our constituents. We've been asking for it
11 for a good long while, and so maybe a Resolution will
12 be helpful. Thank you.

13 TOMMY DUNN: Thank you.

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

17 CINDY WILSON: Thank you.

18 TOMMY DUNN: Now moving on
19 to number 11, approval of the agreement between
20 Anderson County and the town of Honea Path regarding
21 Magistrate -- that's Green, y'all got the correction in
22 your thing -- Magistrate Green, serving at Municipal
23 Judge.

24 Do we have a motion to move this forward?

25 GREG ELGIN: So moved.

26 TOMMY DUNN: Councilman
27 Elgin. Do we have a second?

28 CINDY WILSON: Second.

29 TOMMY DUNN: Ms. Wilson
30 makes a second. Open the floor up for discussion. All
31 in favor of the motion show of hands. All opposed like
32 sign. Show the motion carries unanimously.

33 Moving on to requests by Council members. Mr.
34 Davis.

35 JIMMY DAVIS: Thank you, Mr.
36 Chair. From District Six appropriations account, I
37 would like to appropriate \$1,000 to the Powdersville
38 Fire Department, and I make that in form of a motion.

39 CINDY WILSON: Second.

40 TOMMY DUNN: Have a motion
41 by Mr. Jimmy Davis; second Ms. Wilson. Open the floor
42 up for discussion. All in favor of the motion show of
43 hands. All opposed like sign. Show the motion carries
44 unanimously.

45 Anything else, Mr. Davis?

46 JIMMY DAVIS: Nothing.

47 TOMMY DUNN: Councilman
48 Sanders.

49 BRETT SANDERS: Nothing at this
50 time.

1 TOMMY DUNN: Councilman
2 Glenn Davis.

3 GLENN DAVIS: (No verbal
4 response.)

5 TOMMY DUNN: Councilman
6 Elgin.

7 GREG ELGIN: Thank you, sir.
8 From District Three, I'd like to appropriate to our
9 American Legion Post #44, \$5,000 to assist with their
10 building funds and some upgrades for our local VFW
11 post. Put that in the form of a motion.

12 CINDY WILSON: Second.

13 TOMMY DUNN: Have a motion
14 by Councilman Elgin; second by Ms. Wilson. Open the
15 floor up for discussion. All in favor of the motion
16 show of hands. All opposed like sign. Show the motion
17 carries unanimously.
18 Moving on to Councilman Sullivan.

19 CHRIS SULLIVAN: Nothing at this
20 time.

21 TOMMY DUNN: Ms. Wilson.
22 CINDY WILSON: We're broke.
23 Thank you.

24 TOMMY DUNN: Moving on to
25 item number 13, Administrator's report.

26 RUSTY BURNS: Nothing at this
27 time, Mr. Chairman.

28 TOMMY DUNN: Item 14,
29 citizens' comments. When Mr. Harmon calls your name,
30 please step forward, state your name and district for
31 the record. You have three minutes. Please address
32 the chair, please. Mr. Harmon.

33 LEON HARMON: Mr. Chairman,
34 first speaker is Dave Phillips.

35 DAVE PHILLIPS: Mr. Chairman,
36 Dave Phillips, 1107 Johns Avenue in Belton. I just
37 wanted to take a minute to say thank you.

38 Last Council meeting, you approved the F250 Ford
39 pickup truck, and I want you to know we have started
40 Whole Property Management. We are considering this a
41 workforce development program where we put some of the
42 guys to work, teach them a skill, teach them soft
43 skills on how to actually show up on time and how to,
44 how to do a good job and be able to look somebody in
45 the eye. So we are, we're pleased. And thank you very
46 much for that.

47 We also thank you for your continued support for
48 the Warming Center. I know it's been a while since
49 I've talked about that. It's nice and warm now, but
50 nearly 2000 bed spaces were covered this past year.

1 Over 250 people were safe in a warm place because of
2 your support for what we're doing. And I just wanted
3 to go on the record to tell you publicly, thank you,
4 thank you, thank you. God bless you.

5 TOMMY DUNN: Thank you.
6 Mr. Harmon.

7 LEON HARMON: Mr. Chairman,
8 next speaker is Kelly Koonce.

9 KELLY KOONCE: Kelly Koonce.
10 I live at 213 Green Chase West.

11 I'm here tonight to talk about where our tax
12 dollars are going. I've been doing some research in
13 our budgets, and I'm finding that one of the projects
14 that is called the special projects, that each Council
15 member gets \$40,000 a year to do with as they please.
16 (Inaudible). I feel that that is unnecessary. That
17 money shouldn't be put in that account anymore. That
18 it should go into an account marked growth.

19 (Inaudible.)

20 TOMMY DUNN: Mr. Harmon.

21 LEON HARMON: Next speaker is
22 Colin Alexander.

23 Next speaker is Brian Shanahan.

24 BRIAN SHANAHAN: Good evening.
25 Brian Shanahan, District One.

26 Fellow citizens, neighbors, and esteemed leaders of
27 Anderson, we stand before you today, not just as
28 residents, but as the heartbeat of this community. We
29 are here with a heavy heart, burdened by the unsettling
30 trajectory of our beloved county. We are here to
31 address a profound lack of respect shown to us by our
32 own Planning Commission, a commission that seems
33 willfully blind to the irreversible damage caused by
34 unrestrained over-development.

35 For years, we have poured our lives, our hopes, and
36 our resources into this soil. Yet looking at the
37 recent approvals for massive subdivisions and sprawling
38 house complexes, one has to ask, who is this growth,
39 who is this growth actually serving? It isn't -- it
40 certainly isn't the families who live here, nor the
41 educators tasked with shaping the future of our
42 children. The warnings have not been whispered. They
43 have been shouted from the rooftops by our school
44 superintendents, our local leadership, leaders of
45 Anderson School District One and Four, and across the
46 county have been -- laid out the stark, undeniable
47 truth. Our classrooms are bursting at the seams. Our
48 schools, like Spearman and Wren, are already full,
49 forcing educators to rely on an endless sea of portable
50 classrooms. Our principals and teachers are doing

1 their best to manage this crisis, but they cannot
2 stretch finite resources independently.

3 It takes years and millions of dollars to build a
4 single school. Yet the commission continues to rubber
5 stamp developments, accelerate the problem faster than
6 our schools can possibly adapt. This is more than just
7 a failure to plan, it's a fundamental lack of respect.
8 When the voices of concerned citizens are dismissed,
9 and when the glaring realities of overcrowded
10 classrooms, overwhelmed roads and strained emergency
11 service are pushed aside for the sake of developer
12 profits, it's a betrayal of the public trust.

13 We are sacrificing the character of our
14 neighborhoods and the quality of our children's
15 education for boxes checked on the developer's permit.
16 Growth is a natural part of any thriving area, but
17 uncontrolled, unguided development is not progress,
18 it's exploitation. We need a fundamental shift in our
19 local priorities. We need our leaders to implement
20 real impact fees and ensure developers pay for the
21 burdens they bring to our infrastructure. We need a
22 commitment from the county to pause and evaluate the
23 long-term impacts of these decisions on our daily
24 lives.

25 To the members of the Planning Commission and our
26 county officials, we ask that you look out into this
27 crowd, look at our neighborhoods, our schools, and our
28 congested roads. We urge you to step down from the
29 maps and blueprints and remember that you represent
30 human beings. We demand you start listening to the
31 warnings of our school districts, respect the citizens
32 who call this place home, and put our community's
33 well-being before concrete. Our children deserve an
34 education where they can learn in actual school
35 buildings, not portables. We deserve a community that
36 is carefully stewarded, not sold to the highest bidder.
37 Thank you.

38 **APPLAUSE**

39 LEON HARMON: Mr. Chairman,
40 next speaker is Douglas Stewart.

41 DOUGLAS STEWART: Hello, my name
42 is Douglas Stewart, District Four, I do believe. I had
43 to ask my neighbor just a second ago. My shop is at
44 515 Walker Road.

45 I came here in regards to the concern with the
46 developments that are taking place along Shackleburg
47 Road. There's a lot of, lot of points have been made
48 as far as why it is a bad idea to go through with these
49 developments; the roads, the wildlife, the schools.

50 Mr. Sullivan, he talked about Lake Hartwell at one

1 point today. There are several -- there's -- I know of
2 two creeks, main creeks that run through those
3 properties; one being Jones Creek and one being Six and
4 Twenty. There will be runoff that runs in those
5 creeks, and that runoff, it will end up in those
6 creeks, if it ends up in Lake Hartwell, I'm sure it's
7 possible.

8 There's also a big factor of the wildlife in these
9 swamps. There's a, there's a massive swamp in Covered
10 Bridge, where they're wanting to develop, or I guess
11 where they will develop. It was approved last Tuesday.

12 And there's a massive swamp in Mattison Woods. We
13 don't have a lot of ducks left. There's not much left
14 of Anderson that's woods. So when it's gone, it's
15 gone. They're not going to come back.

16 It's a beautiful area of Anderson. It's where the
17 farm lands -- what farm lands are left, they're on that
18 side of Anderson. We've got Walker Century Farms right
19 there next to where Mattison Woods is going to be
20 developed. I mean, that is one of the best attractions
21 that we have.

22 I spoke with one of my customers today. He's from
23 New York. He moved here four or five years ago. We've
24 been helping him grade and clear out for his home, and
25 he drove into Anderson, I guess about a week ago, and
26 he spoke of how busy and how crowded Anderson is, and
27 all these developments that are popping up. And keep
28 in mind this guy is from New York City, and so coming
29 from a man that lived in the city and moved to our area
30 to enjoy the countryside and this nice rural area, he
31 hates to see all these massive clearings and
32 developments that are just sprawled out across this
33 county.

34 So I would just like to express my concern to all
35 of y'all. This isn't the town that I grew up in, and
36 not to be rude to any of y'all, but I'm a decent bit
37 younger than all of y'all, so I'm sure, you know ---

38 LEON HARMON: Time, Mr.

39 Chairman.

40 DOUGLAS STEWART: Thank y'all.

41 LEON HARMON: Next speaker is

42 Andy Croft.

43 ANDY CROFT: My name is Andy

44 Croft. I'm a taxpayer, and have been for 40 years. I
45 have not been before County Council but one time, and
46 that was 40 years ago.

47 I'm here tonight for something that concerns me
48 greatly. First, I want to read you some words:
49 responsible growth, no over-development, protecting
50 property values against outside interest, protect

1 communities from over-building, transparency, smart
2 growth, improving infrastructure, upholding honesty and
3 integrity, safe environment.

4 These words were spoken by you. They're not mine.
5 I googled you. This is how you describe yourself. I
6 would like to think these are your core values. If
7 anyone would not like any of these on core value, you
8 need to change your Facebook, or wherever.

9 Some of you are running for re-election. You're
10 going to hear your -- you're going to hear, or will
11 hear, have heard, your opponents use your words against
12 you.

13 May the 12th, your Planning committee violated
14 every one of those words. Your core values. And I'm
15 not even counting the rudeness.

16 In my work life and my personal life, if you
17 violated a family core value, you were punished. In my
18 work life, if you violated a core value of the company,
19 you were immediately discharged. That doesn't seem to
20 be the case in Anderson County government.

21 Because of Planning Commission violation of what I
22 hope is your core values, and I think the streaming
23 will help in the future, I think, and I implore -- I've
24 never used that word before, I'd heard it -- that close
25 to begging.

26 LEON HARMON: Time, Mr.
27 Chairman.

28 TOMMY DUNN: Thank you.
29 That's time.

30 ANDY CROFT: Okay. Thank
31 you.

32 TOMMY DUNN: Mr. Harmon.

33 LEON HARMON: Next speaker is
34 Eva Reed Wilson.

35 EVA REED WILSON: Good evening,
36 Council. My name is Eva Reed Wilson. I'm Anderson
37 County District Three.

38 I'm currently serving as Miss Golden Corners Teen,
39 and in less than a month, I'm competing for the state
40 title of Miss South Carolina's Teen.

41 I'm here before you today to speak on my community
42 service initiative. It is titled Thrive at Five, and
43 it aims to advance opportunities in youth through early
44 childhood education and literacy. But nationally we
45 face a large problem. Thirty percent of children are
46 aimed to go into kindergarten this year illiterate, and
47 the sad truth is one in four of those are projected to
48 never graduate high school.

49 Recently, I've been working with our local chapter
50 of United Way, specifically through our branch of Women

1 United to organize events like Power of the Purse for
2 charity and Storybook Breakfasts.

3 If I could ask one thing of you today, it would be
4 to promote early childhood literacy, support our local
5 United Way, and follow my journey to Miss South
6 Carolina's Teen. Thank you.

7 TOMMY DUNN:

Thank you.

8 Good luck.

9 **APPLAUSE**

10 TOMMY DUNN:

Mr. Harmon.

11 LEON HARMON:

Mr. Chairman,

12 next speaker is Jill O'Connor.

13 TOMMY DUNN:

She's good.

14 LEON HARMON:

Next speaker is

15 Phil Clark.

16 PHIL CLARK:

Good evening.

17 Phil Clark, District Four.

18 The gentleman that spoke about the Mattison
19 Development and the Planning Commission that took place
20 last week, I got to tell you that committee is out of
21 control, you know. No traffic studies unless you
22 trigger 70 homes. So Mattison, 69 homes. Across from
23 Tuscany, I think it's 30 homes. Dalrymple has got
24 what? Fifty-five. Thompson Road, I learned last week
25 it was a pig trail, and you expect those people that
26 move into Dalrymple to, like, go out to Concord to get
27 to 81. They're going to go Thompson to Shackleburg to
28 Scotts Bridge to 81 or Martin Road.

29 You know that committee, I think they're all
30 appointed, they all need to be unappointed and somebody
31 else put in charge. And we've got seven districts, but
32 we've got nine people voting on that board. You got to
33 ask yourself, why is that? You know, that's, that's
34 kind of strange.

35 Mr. Wesley Grant said there is a balance, there's a
36 fine line, and it's difficult at times, and we're
37 trying to find the best way to balance that. Rubber
38 stamping all these developments is not a balancing act.
39 That is a one-way street to disaster, and, like
40 everybody else has said, once the developer's done,
41 collected our millions, they're gone, and we, the
42 residents, have to deal with the aftermath.

43 You know, I tried to get in to see my doctor. It's
44 two weeks out. If I want to see a specialist, it's
45 like two and a half months out. All these people
46 moving in -- the medical field's already running three
47 years behind on recruitment, you know. And this crazy
48 train of a clown car of rubber stamping everything, us
49 the citizens are going to pay for it.

50 And as far as Mr. Wilson said, you know, Anderson

1 County letting him down, I don't think it is -- it is
 2 the county, but it's also all these committees that
 3 just rubber stamp everything that's letting us down.

4 You know, we've got to have some control over
 5 growth. And I'm not against it, but there is a planned
 6 way that, you know, everybody could, you know, come
 7 out, you know, with what they want. But this rubber
 8 stamp has got to be taken away from the Planning
 9 Commission. Thank you.

10 TOMMY DUNN: Mr. Harmon.

11 LEON HARMON: Mr. Chairman,

12 next speaker is Eddie Mattison.

13 EDDIE MATTISON: Good evening,
 14 Council. My name is Eddie Mattison. I come from
 15 District Five.

16 Tommy Dunn is the head of my district. 103 Hanks
 17 Road. I want to say good evening to the Council people
 18 that I know, and hi to the ones I don't know. I hope
 19 to meet you.

20 My question may seem like it's coming out of left
 21 field, but actually it's jumping off of other things
 22 that have been said. It's about FILO, fee in lieu of,
 23 seems to be one of our favorite topics. It's been
 24 reported on Facebook, of all places, of course, that
 25 maybe our local schools may not be getting their
 26 portion of the property taxes from fee in lieu, and I'm
 27 wondering if this is true. I think, since it's been
 28 reported by one of the trustees that maybe it is true.
 29 I'm wondering if there are any watchdog or safeguards
 30 committee or a person who is set up to do oversight.

31 We were talking about the problems with that
 32 property on Wilson Road. It seems like companies are
 33 not keeping to their agreements. And I'm wondering if
 34 they are keeping their agreements, and if we know that
 35 if they're keeping their agreements, if there's some
 36 kind of safeguard for this. So that's my question.

37 In the big picture, are the schools getting the
 38 money they're supposed to get from the fee in lieu? I
 39 think it's 60 to 65%. I think I was talking to Don
 40 Chapman about that, and he was going to do some
 41 homework for me. But specifically on the law that the
 42 fee in lieu came from that has property taxes at 10 and
 43 a half percent. So that's my question. Do we have a
 44 committee? Do we have safeguards, guardrails for
 45 staying on top of companies to make sure that they're
 46 keeping up with their agreement with us.

47 Thank you so much for your time.

48 TOMMY DUNN: Mr. Harmon.

49 LEON HARMON: Mr. Chairman,

50 next speaker is Yvette Ruzicka.

1 YVETTE RUZICKA: Hi again,
2 Yvette Ruzicka, District Seven.

3 What I wanted to mention now is, I know you're
4 working on the budget, and as I came up here back in, I
5 guess, October, one of my concerns was Roads and
6 Bridges. I had gone through the budget, looking at it,
7 trying to think, oh my gosh, what could they possibly
8 cut out to maybe give us some more money for the county
9 and our roads and bridges.

10 And then I, as I mentioned, we did the forum this
11 past week for the state legislators. And in my studies
12 of looking at what happened in Columbia, I realized
13 that there was \$300 million; \$300 million in earmarks
14 for special interest. Some of it was for tourism. I
15 mean, one town walked away with 6.9 million for tourism
16 and just recreation. This is our tax dollars.

17 So my point is, you're not going to get a magic
18 wand from Columbia to fix our roads and bridges.
19 You're going to have to go through that budget with a
20 fine tooth comb, and you're going to have to do some
21 digging, and you're going to have to decide what can we
22 live without here in Anderson County to start helping
23 us, because from what I saw, you're not going to get it
24 from Columbia.

25 Now, I will tell you, I did find out there were
26 several legislators that did go down there and ask for
27 special money. They spoke about it the other night,
28 for our roads and bridges, but they didn't get it.
29 It's not coming back.

30 So please, I beg of you -- we voted in November,
31 loud and clear, we didn't want a tax hike. Now it's
32 your turn to really get that fine tooth comb, go
33 through it, mark out the things that's not necessary,
34 and please, over the next year or two, let's get a
35 couple of our roads fixed that desperately needs it.
36 Thank you.

37 LEON HARMON: Mr. Chairman,
38 next speaker is Elizabeth Fant.

39 ELIZABETH FANT: It's been a
40 while. Did you miss me?

41 That's because of our poor roads and bridges, and
42 also an illegal Mexican that pulled out in front of me
43 to go to a bar and grill, who did not have a driver's
44 license and who was illegal. I paid the price, but
45 that isn't really what I want to talk about.

46 You know the song "Promises, Promises. I'm all
47 through with promises, promises?" Dionne Warwick. I'm
48 through with promises. I want our legislators to do
49 what we ask them to do, and I want them to do it with
50 grace and civility, and I want them to think about the

1 constituents that they do it for. I don't want anybody
 2 feathering their nest doing anything to get a better
 3 real estate deal or anything else. I want you to look
 4 after the constituents.

5 We are in dire straits. We've got officers
 6 running, we've got governor, we've got attorney
 7 general, but we've also got secretary of agriculture,
 8 which to me, right now, is the most important thing.
 9 Because I don't know how much money you've got in your
 10 pocket, or what car you drive, or how long your
 11 fingernails are, or whether you have a Kate Spade
 12 pocketbook, but everybody's got to eat. And if we
 13 don't take care of our land, and if we don't put these
 14 data centers somewhere that they're not going to ruin
 15 farmland, ruin environments, make our electricity bills
 16 go up where we can't pay them to heat and air condition
 17 our own homes, where we can't pay for water to drink,
 18 then we also are not going to have any farmland, and
 19 we're not going to be growing any food, and you all are
 20 not going to have anything to eat.

21 So there are a lot of ways to cut down on stuff.
 22 You need to think about where they are. When I used to
 23 come to the budget meetings, when you had them, public
 24 budget meetings, one day, as I was going through the
 25 book, I found a \$500,000 error, and I pointed it out to
 26 Rita Davis. She said, Oh, yes, you're right. Now, if
 27 I can do that, an ordinary citizen, then the rest of
 28 y'all need to step up to the plate and figure out where
 29 the money is being wasted and where it needs to be
 30 spent.

31 **APPLAUSE**

32	LEON HARMON:	Mr. Chairman,
33	no one else has signed up.	
34	TOMMY DUNN:	Thank you, Mr.
35	Harmon.	
36	Remarks from Council members. Councilman Jimmy	
37	Davis.	
38	JIMMY DAVIS:	Nothing at this
39	time, Mr. Chair.	
40	TOMMY DUNN:	Thank you.
41	Councilman Sanders.	
42	BRETT SANDERS:	Nothing at this
43	time, sir.	
44	TOMMY DUNN:	Councilman
45	Glenn Davis.	
46	GLENN DAVIS:	Nothing at this
47	time.	
48	TOMMY DUNN:	Thank you.
49	Councilman Elgin.	
50	GLENN DAVIS:	Thank you, Mr.

1 Chairman. I just want to say real quick, I understand,
2 as far as Planning Commission, some of that stuff, not
3 any of that was in my district, but just to say that --
4 say this again, I did have three zoning precincts zoned
5 last year. I think zoning is a good thing, it's up to
6 the people, though. Zoning takes it off of the
7 Planning Commission and puts it back on me and all of
8 us up here. We get the final say in that. And of
9 course we're going to, we're going to listen to what
10 the people say. And I think that's just a good thing
11 to do.

12 And I know there's several districts that are
13 looking at it. If you're not, y'all may want to start
14 looking into it. And I'm not saying that -- I mean,
15 we've made some more ordinances, some land clearing
16 ordinances, buffer -- riparian buffer zones. We've
17 done a bunch of stuff to try to curtail some of this.
18 It's just that -- you know, and same thing, I'm not
19 against growth. I'm for responsible growth. And if
20 it's zoned, then the responsibility goes back to me to
21 listen to y'all. And not to say everybody else
22 shouldn't too, but again, that puts it back solely on
23 me and the rest of us.

24 So if you're, if you're not looking into zoning, I
25 would do that. Like I said, the south end of the
26 county still has a lot of open farmland. The north
27 end, as we've heard several people say, still has some,
28 not as much as it used to. So, the southern end is
29 what's left, so they're moving that way. So, we're
30 trying to get that taken care of, so we can try to
31 curtail some of that in the long run.

32 But if it's not, if y'all need information on that,
33 y'all can let us know, and we can get you in touch with
34 the right people. Thank you.

35 TOMMY DUNN: Councilman
36 Sullivan.

37 CHRIS SULLIVAN: Nothing in this
38 time, Mr. Chairman.

39 TOMMY DUNN: Councilman
40 Wilson.

41 CINDY WILSON: I think Mr.
42 Hogan gave us a report a few months ago. Anderson
43 County is a donor county for fuel taxes, about 40
44 million, and we only get a little more than 4 million
45 back.

46 And a comment on our Planning Commission, there's
47 one per district and two at larges. Our Planning
48 Commissioners don't get their book before the Tuesday
49 meeting until Friday. This last one was that thick.
50 They should have to be required to go look at the sites

1 and certainly to read the material, but they don't have
2 time to even do it.

3 And I do have to put a plug in for Mr. Douglas
4 Stewart. He came and helped clear trees and did some
5 grinding for us; did a good job. So, he's a great
6 young citizen. I think he's in your district, Mr.
7 Sanders.

8 But thank you. I'm so glad people came out
9 tonight. Nothing gets done by any government body
10 without public participation. That's good. Thank you.

11 TOMMY DUNN: Thank you.
12 Appreciate it.

13
14

(MEETING ADJOURNED AT 8:19 P.M.)

ORDINANCE NO. 2026-024

AN ORDINANCE TO AMEND SECTION 2-547 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, REGARDING THE COMPOSITION OF THE ANDERSON COUNTY DISABILITIES AND SPECIAL NEEDS BOARD; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Disabilities and Special Needs Board, d/b/a InspireAbilities of Anderson County, presently consists of nine (9) resident electors of Anderson County;

WHEREAS, the Board has requested that the Anderson County Council consider reducing the number of members on the Board from nine (9) to seven (7); and

WHEREAS, the Anderson County Council has the authority pursuant to S.C. Code 1976, §4-9-30, as amended and S.C. Code 1976, §44-20-375, as amended, to establish, among other things, the composition of the County Disabilities and Special Needs Board.

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

1. Section 2-547 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

Sec. 2-547. Composition; appointment of members.

The county disabilities and special needs board shall be composed of seven resident electors of the county, appointed at-large from the county as a whole. The members shall be appointed by the governor, upon recommendation of the majority of the members of the county legislative delegation.

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

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

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

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

ORDAINED in meeting duly assembled this 2nd day of June, 2026.

ATTEST:

Rusty Burns
Anderson County Administrator

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: April 21, 2026

2nd Reading: May 5, 2026

3rd Reading: June 2, 2026

Public Hearing: June 2, 2026

FOR ANDERSON COUNTY:

Tommy Dunn, District #5, Chairman

ORDINANCE NO. 2026-026

AN ORDINANCE TO TRANSFER AN EASEMENT INTEREST IN REAL PROPERTY AT 1428 PEARMAN DAIRY ROAD TO PIEDMONT NATURAL GAS COMPANY, INC; AND OTHER MATTERS RELATED THERETO.

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

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

WHEREAS, Anderson County desires to encumber the above referenced land with a utility easement to allow Piedmont Natural Gas Company, Inc., to install, operate, and service gas service lines, meters, and appurtenant facilities, and to perform related activities; and

WHEREAS, the referenced right-of-way consists of land beneath Singer Road.

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

1. Anderson County desires to grant Piedmont Natural Gas Company, Inc, a utility easement to install, operate, and service gas service lines, meters, and appurtenant facilities as well as perform related tasks. See Attachment A.
2. The Anderson County Administrator is hereby authorized and directed to execute any documents necessary to effectuate the utility as described herein.
3. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.
4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
5. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting duly assembled this 2nd day of June, 2026.

ATTEST:

Rusty Burns

Anderson County Administrator

FOR ANDERSON COUNTY:

Tommy Dunn, District #5, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: May 5, 2026
Second Reading: May 19, 2026
Third Reading: June 2, 2026

Public Hearing: June 2, 2026

GRANT OF EASEMENT
DISTRIBUTION

Return Recorded Document to:

Land Services, Natural Gas
Piedmont Natural Gas Company, Inc.
525 S Tryon St.
Mail code: DEP-12B
Charlotte, NC 28202

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

PROJECT NO.: MX1177278
PARCEL ID/ TAX ID NO.0951402002000

THIS GRANT OF EASEMENT made this _____ day of _____, 2026 from **ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate and political subdivision of the State of South Carolina** (hereinafter designated as "GRANTOR"), to **PIEDMONT NATURAL GAS COMPANY, INC.**, (hereinafter designated as "PIEDMONT").

WITNESSETH

That GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby expressly bargains, sells, and grants unto PIEDMONT, its successors and assigns, a perpetual right of way and easement for the purposes of laying, constructing, installing, maintaining, operating, inspecting, repairing, altering, adding to, upgrading, replacing, relocating, removing, and protecting pipelines and appurtenances for the transportation of natural gas under, upon, over, through, and across the land of GRANTOR (or in which GRANTOR has interest) situated in the County of Anderson County, South Carolina, as described in deed(s) recorded in Book 13133, Page 225, Office of the Register of Deeds for Anderson County, South Carolina ("Property").

The right of way herein granted is five (5) feet wide, extending two and one half (2-1/2) feet on each side of the centerline of the pipeline, the location of which has been mutually agreed upon between GRANTOR and PIEDMONT. The pipeline as actually installed shall determine the centerline of said right of way. Subject to all rights granted to PIEDMONT herein, such right of way shall be the portion of the Property encumbered by this GRANT OF EASEMENT.

PIEDMONT shall have all rights reasonably necessary for the full use and enjoyment of the rights herein granted, including, without limitation, the free and full right of ingress and egress over and across the aforesaid Property and the right, but not the obligation, to keep said right of way cleared of trees, vegetation, undergrowth, buildings, structures, and any other obstructions. GRANTOR shall not construct, nor permit to be constructed, any house, structure, or other obstruction on or over said right of way, except for any portion of the right of way that exists under Singer Road or any other public roadway. Any portion of the right of way under a public roadway may be covered by asphalt, concrete, or any appurtenant necessary to allow it to operate as a public roadway.

GRANTOR hereby binds GRANTOR and GRANTOR'S heirs, representatives, successors, and assigns to warrant and forever defend all and singular said premises unto PIEDMONT, its successors and assigns, against the claims of all persons whomsoever.

To have and to hold said right of way and easement unto PIEDMONT, its successors and assigns, perpetually and continuously. GRANTOR expressly gives PIEDMONT, its successors and assigns, the right to assign, license, lease, or otherwise transfer, in whole or part, this GRANT OF EASEMENT or any rights given herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of PIEDMONT, for the uses and purposes expressly stated herein.

IN WITNESS WHEREOF, this GRANT OF EASEMENT has been signed under seal by GRANTOR, as of the date first above written.

GRANTOR:
ANDERSON COUNTY, SOUTH CAROLINA
a body politic and corporate and political
subdivision of the State of South Carolina

_____ Sign
_____ Print
_____ Title

FIRST WITNESS:

_____ SIGN
_____ PRINT

SECOND WITNESS:

_____ SIGN
_____ PRINT

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, do hereby certify that _____ (First Witness) personally appeared before me this day and made oath that he (she) is not party to or beneficiary of the transaction and he (she) saw the within named _____ of **ANDERSON COUNTY, SOUTH CAROLINA a body politic and corporate and political subdivision of the State of South Carolina**, sign, seal, and as the act and deed of the Grantor deliver the foregoing EASEMENT, and that he (she) with _____ (Second Witness) witnessed the execution thereof.

Witness my hand and official seal this the ___ day of _____, 20__.

[NOTARY SEAL]

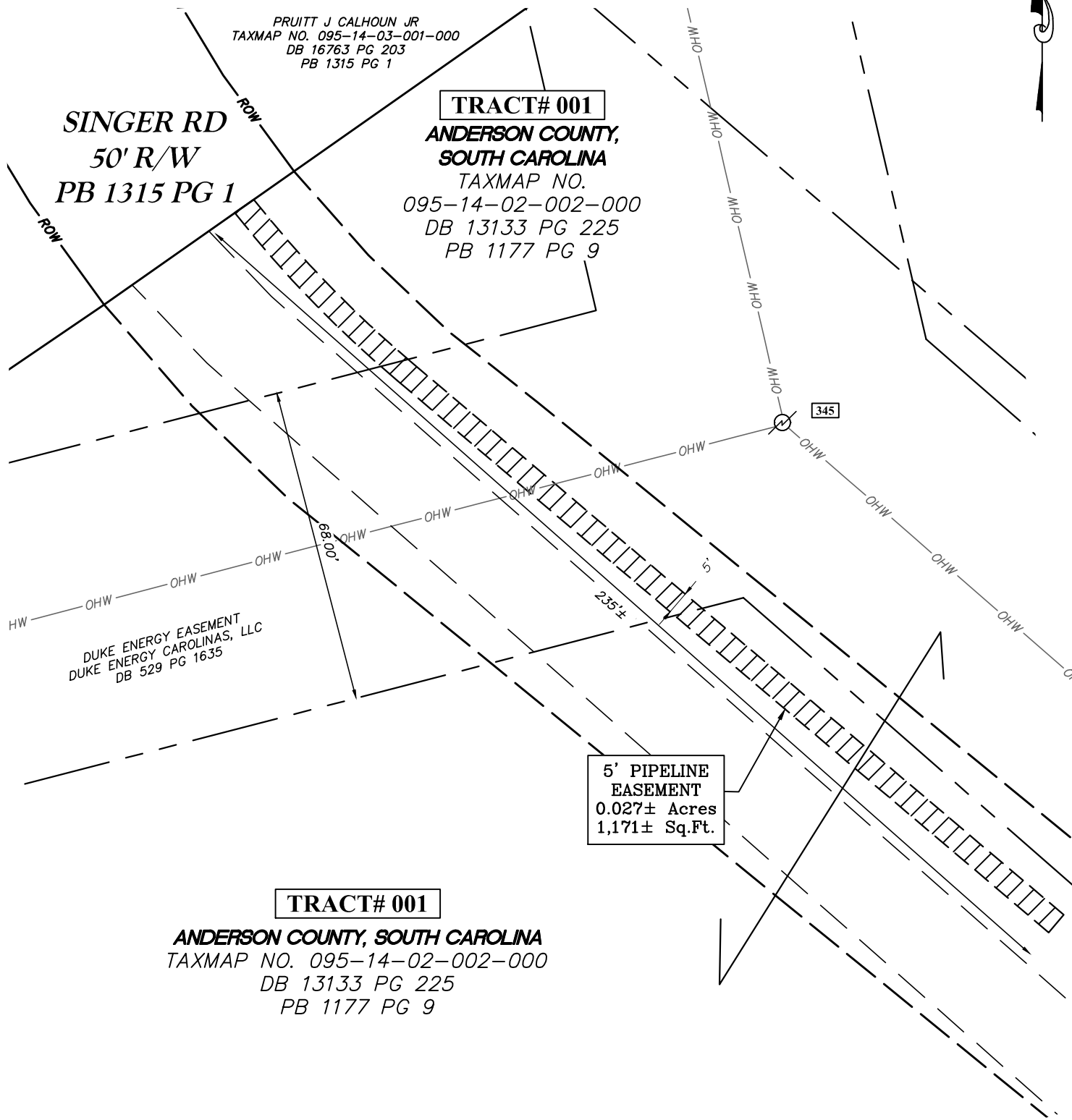
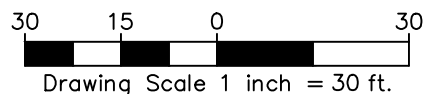
_____ Sign
_____ Print

My commission expires: _____

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
PIPELINE EASEMENT	0.027	1,171

EXHIBIT A

This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.



NOTES

- The purpose of this exhibit is for right of way or easement acquisition only and is not intended to be a boundary survey of the property shown hereon.
- Property subject to any valid & enforceable easements, restrictions, & rights of way.
- Gas line(s) and other utilities should be located prior to design, construction, and excavation activities.
- Property lines, right of way, and improvements shown were established by using GIS data, deeds, and aerial observations. The subject property may have additional improvements not shown hereon.
- **All pipeline easements are 5.0' wide.**
- **The pipeline as actually installed shall determine the centerline of the pipeline easement.**

LEGEND:

	PIPELINE EASEMENT
	SUBJECT PARCEL
	ADJOINING PARCELS
	ROAD RIGHT-OF-WAY LINE
	ROAD RIGHT-OF-WAY LINE (NON DEDICATED)
	SUBJECT EASEMENT
	APPROXIMATE EDGE OF ASPHALT
	APPROXIMATE POLE LOCATION

PIPELINE EASEMENT

TRACT# 001
TAXMAP NO. 095-14-02-002-000
ANDERSON COUNTY, SOUTH CAROLINA
Anderson County, North Carolina
Singer Rd
Anderson, SC 29625
Deed Book 13133, Page 225
Plat Book 1177, Page 9



PIEDMONT NATURAL GAS
SUBSIDIARY OF DUKE ENERGY
525 S. TRYON STREET
CHARLOTTE, N.C. 28202

FILE NAME: 107795_RW_001_108 SINGER RD_040626

DATE: 04-06-2026 PROPERTY ID# 107795

REVISION: PROJ# MX1177278

SCALE 1" = 30' SHEET 1 of 1

ORDINANCE #2026-021

AN ORDINANCE AMENDING ORDINANCE No. 99-004, THE ANDERSON COUNTY ZONING ORDINANCE, AS ADOPTED JULY 20, 1999, BY AMENDING THE ANDERSON COUNTY OFFICIAL ZONING MAP TO ADOPT A ZONING MAP IN THE CENTER ROCK VOTING PRECINCT, ANDERSON COUNTY, SOUTH CAROLINA; AND OTHER MATTERS PERTAINING THERETO.

WHEREAS, Anderson County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the “County”), acting by and through its County Council (the “County Council”), previously adopted Anderson County Ordinance No. 99-004, the Anderson County Zoning Ordinance (the “Ordinance”), which Ordinance contains the Anderson County Official Zoning Map (the “Map”); and,

WHEREAS, County Council desires to amend the Map by adopting a zoning map for the Center Rock voting precinct, subsequent to the referendum in the Center Rock voting precinct requesting County Council to impose zoning in that precinct; and,

WHEREAS, the Anderson County Planning Commission will hold a duly advertised Public Hearing on June 9, 2026 at which time it will review the Anderson County Future Land Use Plan, as well as, the proposed Official Zoning Map of the Center Rock voting precinct and make recommendations to County Council regarding amendment to the Anderson County Official Zoning Map; and,

WHEREAS, County Council will hold a duly advertised Public Hearing regarding said amendment of the Anderson County Comprehensive Plan and Official Zoning Map; and,

WHEREAS, The registered voters of the Center Rock voting precinct, in a duly advertised will conduct a referendum on August 11, 2026, to express their desires with respect to zoning on and in the Center Rock voting precinct;

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

1. The Anderson County Council hereby adopts the attached Official Zoning Map of the Center Rock voting precinct as an amendment of the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance No. 99-004.

2. Should any portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which is hereby deemed separable.
3. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
4. This ordinance shall take effect and be in force from and after third reading and enactment by Anderson County Council.

ORDAINED in meeting duly assembled this ____ day of _____ 2026

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District 5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM

Leon Harmon, County Attorney

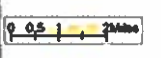
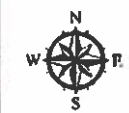
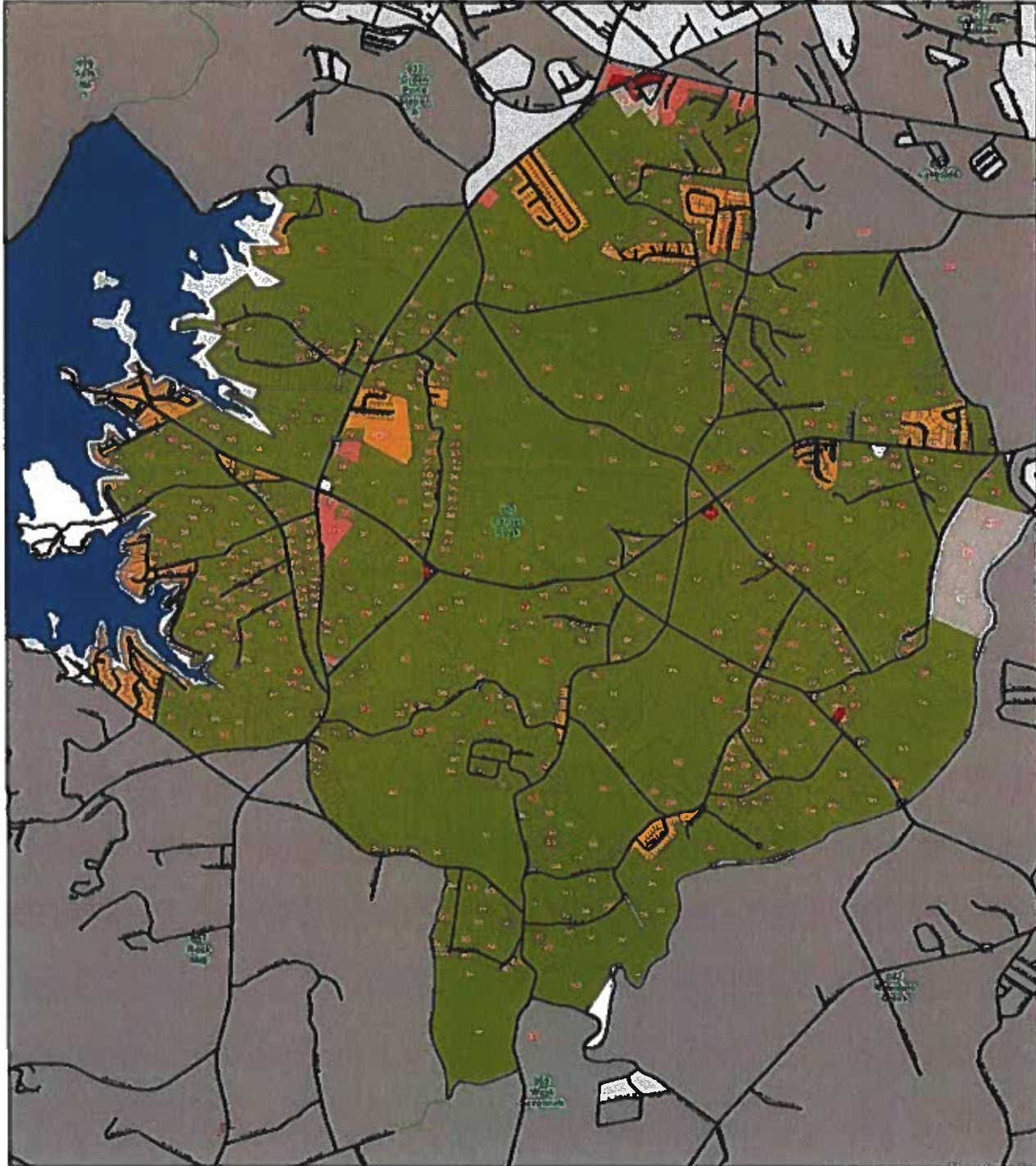
1st Reading: May 19, 2026

2nd Reading:

3rd Reading:

Public Hearing:

Anderson County Proposed Center Rock Zoning

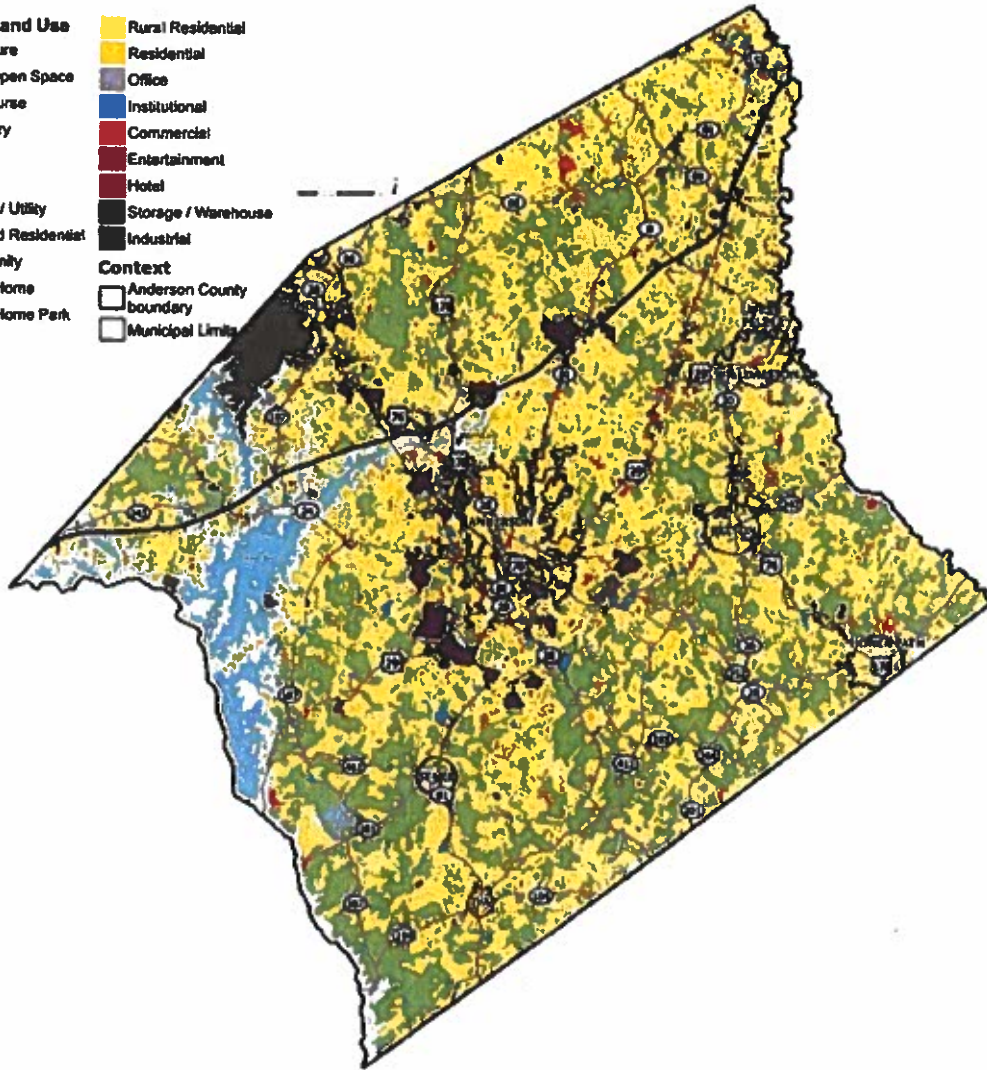


Anderson County Planning Department
2024
All rights reserved.



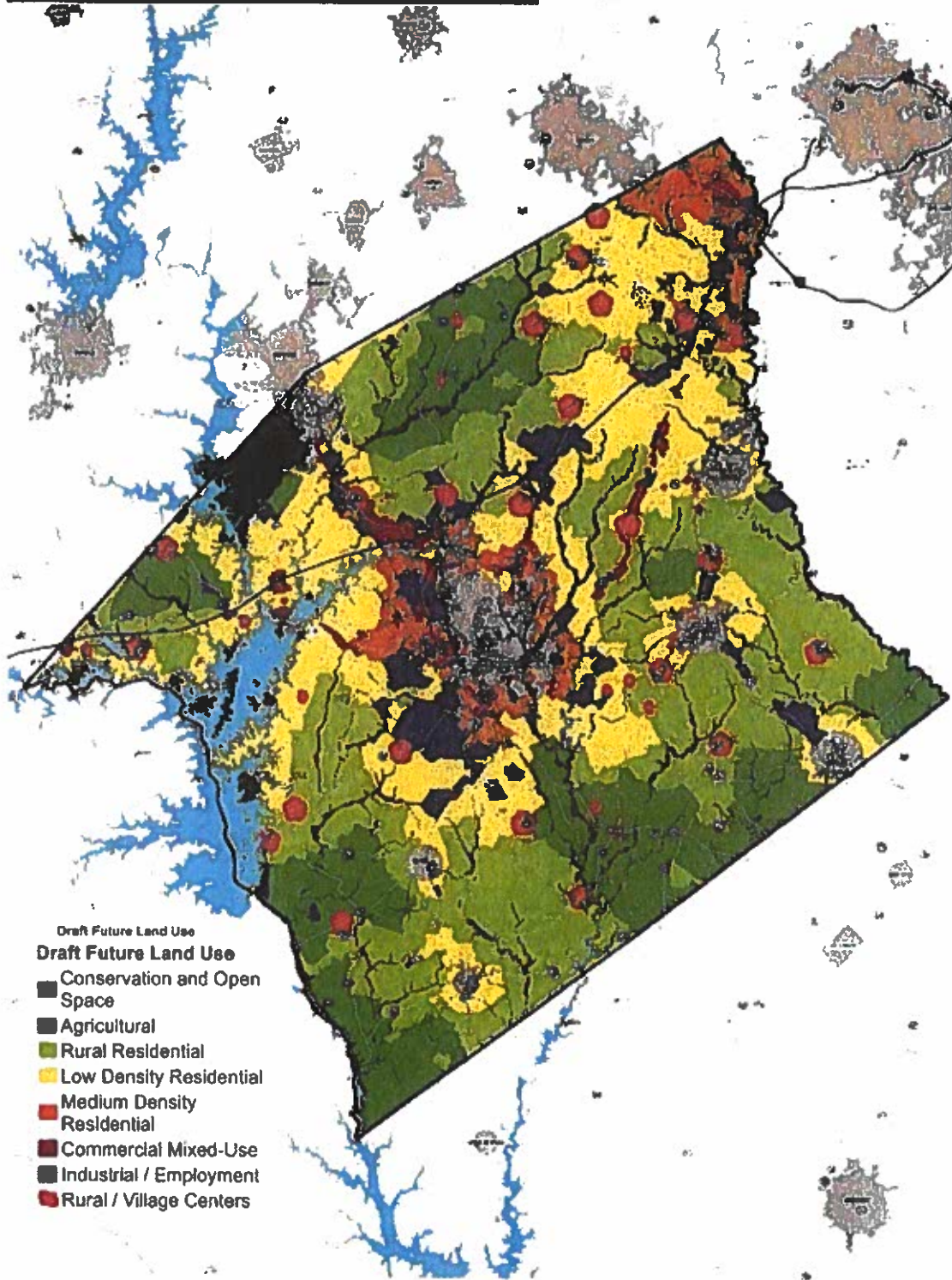
EXISTING LAND USE MAP

Existing Land Use	
	Agriculture
	Park / Open Space
	Golf Course
	Cemetery
	Camp
	Vacant
	Parking / Utility
	Attached Residential
	Multi-family
	Mobile Home
	Mobile Home Park
	Rural Residential
	Residential
	Office
	Institutional
	Commercial
	Entertainment
	Hotel
	Storage / Warehouse
	Industrial
Context	
	Anderson County boundary
	Municipal Limits



FUTURE LAND USE MAP

See the components for high-resolution versions of this map.



Ordinance #2026-025

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Map to rezone +/- .59 acres from Industrial Park District (I-2) to Highway Commercial District (C-2) on a parcel of land identified in the Five Forks Precinct as shown in Deed Book 12535 at page 209. The parcel is further identified as TMS#: 119-00-17-007

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

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

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from I-2 to C-2 for +/- .59 acres of TMS#: 119-00-17-007.

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on May 12, 2026, during which it reviewed the proposed rezoning from I-2 to C-2 for +/- .59 acres of TMS#: 119-00-17-007.

Whereas, the Anderson County Council will hold a duly advertised Public Hearing on June 16, 2026, regarding said amendment of the Anderson County Official Zoning Map:

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends The Anderson County Official Zoning Map to rezone .59 +/- acres from Industrial Park District (I-2) to Highway Commercial District (C-2) as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to amend the I-2 District for Anderson County TMS# 119-00-17-007.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 2026-025

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1st Reading: May 19, 2026

2nd Reading: June 2, 2026

3rd Reading: June 16, 2026

Public Hearing: June 16, 2026



Planning Commission

May 12, 2026

Agenda Item: 6B

Project Information

- Subdivision
 Variance
 Land Use
 Rezoning

NAME OF APPLICANT/PROJECT: Ann Miles / Rezoning Request

PROPERTY LOCATION: 4634 Liberty Highway

COUNTY COUNCIL DISTRICT: 4

SCHOOL DISTRICT: 4

TOTAL ACREAGE: .59

NUMBER OF LOTS: N/A

CURRENT ZONING: I-2

REQUESTED ZONING: C-2

PURPOSE: Rezoning Request

RECOMMENDATION/DECISION RENDERED

- APPROVAL
 DENIAL
 TIED
 TABLED
 VOTE 9 TO 0

- Compatibility with Future Land Use Map
 The recommendation of staff
 Compatibility with Traffic Levels
 Compatibility with Surrounding Properties
 Compatibility with Density Levels
 Use and value of surrounding properties

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

Other (please elaborate): See attachment

Planning Commission Chairman: [Signature] Date: 5/12/26

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

(Revised July 2024)

Rezoning Request: I-2 to C-2. Located at 4634 Liberty Highway. / TMS 119-00-17-007

The Planning Commission recommends approval of this rezoning request based, in part, on the following findings.

- change to the zoning of this small parcel will have no negative impact on community
- zoning will conform with adjacent parcels
- public will benefit from tax revenue if property can support commercial/retail use

Record No: RZ-26-1

Rezoning Application

Status: Active

Submitted On: 3/6/2026

Primary Location

4634 LIBERTY HWY
Anderson, SC 29621

Owner

MILES ANN B + REYNOLDS
LYNNE M
1050 CEDAR CREST TRL
ANDERSON SC, SC 29621

Applicant

 Ann Miles
 864-245-2518
 ifinegrey@bellsouth.net
 1050 Cedar Crest Trail
Anderson, SC 29621

Applicant/Owner Information

Is applicant the same as the owner?*

Yes

Project Information

County Council District*

4

School District*

4

Total Acreage* 

0.06

Current Land Use 

Please check the previous location page (step 2) or see the list of Zoning Districts for more information.

Current Zoning*

I-2: Industrial Park District

Requested Zoning*

C-2: Highway Commercial District

Purpose of Rezoning*

To make better use of property for rental

Additional Information or Comments*

Right now this property isn't in compliance with any of the businesses that have been there. Old, outdated zoning not reflecting growth in that area.

Are there any Private Covenants or Deed Restrictions on the Property?*

No

If you indicated no, your digital signature is required.*

Ann B. Miles
Mar 6, 2026

Public Hearing Schedule

Verification of Acknowledgement*

Ann B Miles
Mar 6, 2026

Planning Commission Meetings

Verification of Acknowledgement*

Ann B Miles
Mar 6, 2026

For Office Use Only

Planning Commission Public Hearing

—

Planning Commission Decision

—

County Council Public Hearing - 1st Reading

—

County Council 1st Reading Decision

—

Anderson County Planning Commission Meeting
Staff Report-Rezoning Request-May 12, 2026

Applicant: Ann Miles

Current Owner of Property: Miles Ann B + Reynolds Lynne M
Precinct: Five Forks

Council District: 4

Tax Map Number: 119-00-17-007

Acreage of Property: .59 acres

Zoning History: Zoned to I-2 in 1999 by ordinance 1999-004 (July 20, 1999)

Current Zoning: I-2 Industrial Park District

Requested Zoning C-2 Highway Commercial District

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

Existing Land Use: Commercial Use

Surrounding Zoning: North, East South, West, C-2 and I-2 Zoning District
Current Land Use Map: Five Forks Use Map indicates Commercial and Industrial use
Future Land Use Map: Five Forks Use Map indicates Industrial Use

Evaluation for Rezoning: To rezone for better use of property for compatibility with other commercial uses adjacent to the parcel. Parcel is inadequate in size for industrial use.

Public Outreach: Staff hereby certify existing parcel that the required public notification actions have been completed on April 26, 2026, as follows.

Rezoning notification postcards were sent to 160 property owners within 2,000 feet of the subject property.

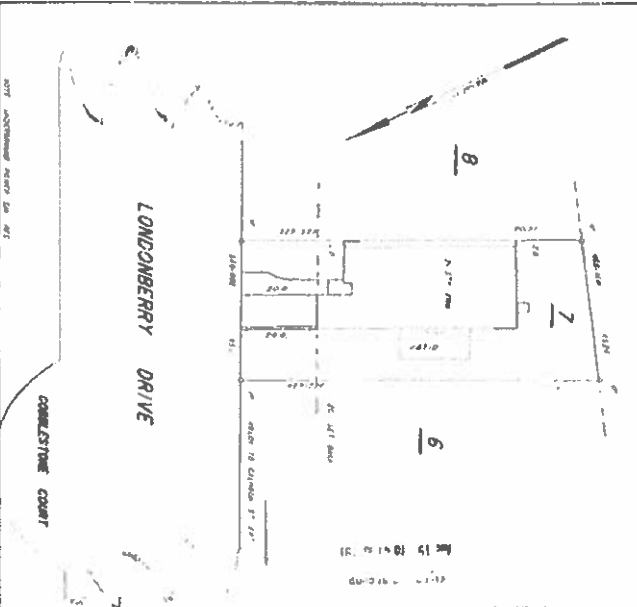
Rezoning notification sign posted on subject property.
Planning Commission public hearing advertisement published in the Independent Mail.

Staff Assessment: At the Planning Commission Meeting during which the rezoning is scheduled to be discussed, staff will present their report for consideration by the Planning Commission, and their recommendations and findings will be forwarded to County Council for consideration.

17049

PLAN 223-3-A

CHARLES W. HARTMAN, JR.
ATTORNEY AT LAW
ANDREWS & BROS.



STATE OF SWIN COUNTY
COUNTY OF ANDREWS
TOWNSHIP OF GENERAL
SCHOOL DISTRICT NO. 3
CITY OF ANDREWS

TO ALL PERSONS INTERESTED IN THE ABOVE PROPERTY

AT THE REQUEST OF CHARLES W. HARTMAN, JR. I HAVE SURVEYED THE ABOVE LOT AND LOCATED THE NEAREST TOWER AND FOUND IT TO BE THE TOWER AND DISTANCE AS SHOWN ON THE ABOVE PLAN. THE DISTANCE FROM THE TOWER TO THE CENTER OF THE LOT IS 117 FEET. THE DISTANCE FROM THE TOWER TO THE CENTER OF THE LOT IS 117 FEET. THE DISTANCE FROM THE TOWER TO THE CENTER OF THE LOT IS 117 FEET.

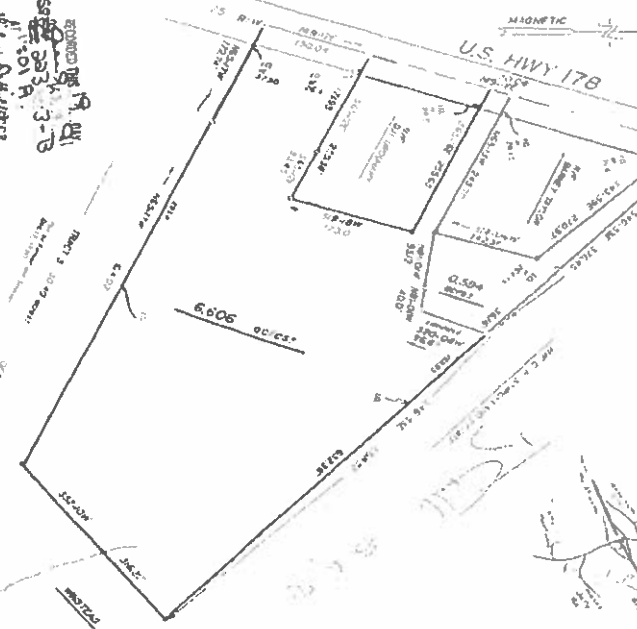
NOTE: THIS LOT IS NOW LOCATED IN A RECORD BOOK.

RECORDED THIS 19th DAY OF MAY 1901
BY J. A. ANDREWS, Notary Public
ANDREW & BROS.
ANDREWS & BROS.
ANDREWS & BROS.



17050

PLAN 223-3-B



STATE OF SWIN COUNTY
COUNTY OF ANDREWS
TOWNSHIP OF CARON
SCHOOL DISTRICT NO. 4
CITY OF ANDREWS

TO ALL PERSONS INTERESTED IN THE ABOVE PROPERTY

AT THE REQUEST OF CHARLES W. HARTMAN, JR. I HAVE SURVEYED THE ABOVE LOT AND LOCATED THE NEAREST TOWER AND FOUND IT TO BE THE TOWER AND DISTANCE AS SHOWN ON THE ABOVE PLAN. THE DISTANCE FROM THE TOWER TO THE CENTER OF THE LOT IS 117 FEET. THE DISTANCE FROM THE TOWER TO THE CENTER OF THE LOT IS 117 FEET. THE DISTANCE FROM THE TOWER TO THE CENTER OF THE LOT IS 117 FEET.

NOTE: THIS LOT IS NOW LOCATED IN A RECORD BOOK.

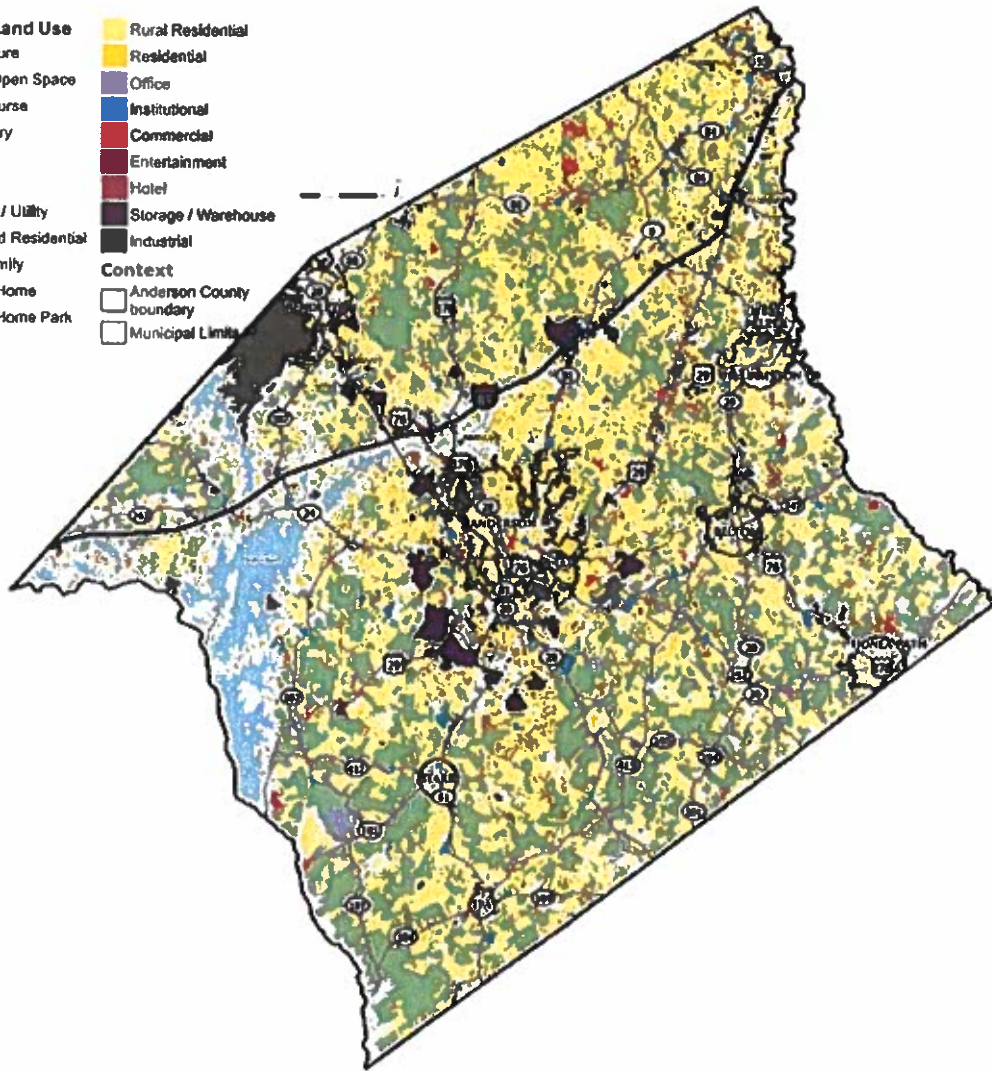
RECORDED THIS 19th DAY OF MAY 1901
BY J. A. ANDREWS, Notary Public
ANDREW & BROS.
ANDREWS & BROS.
ANDREWS & BROS.



RECORDED THIS 19th DAY OF MAY 1901
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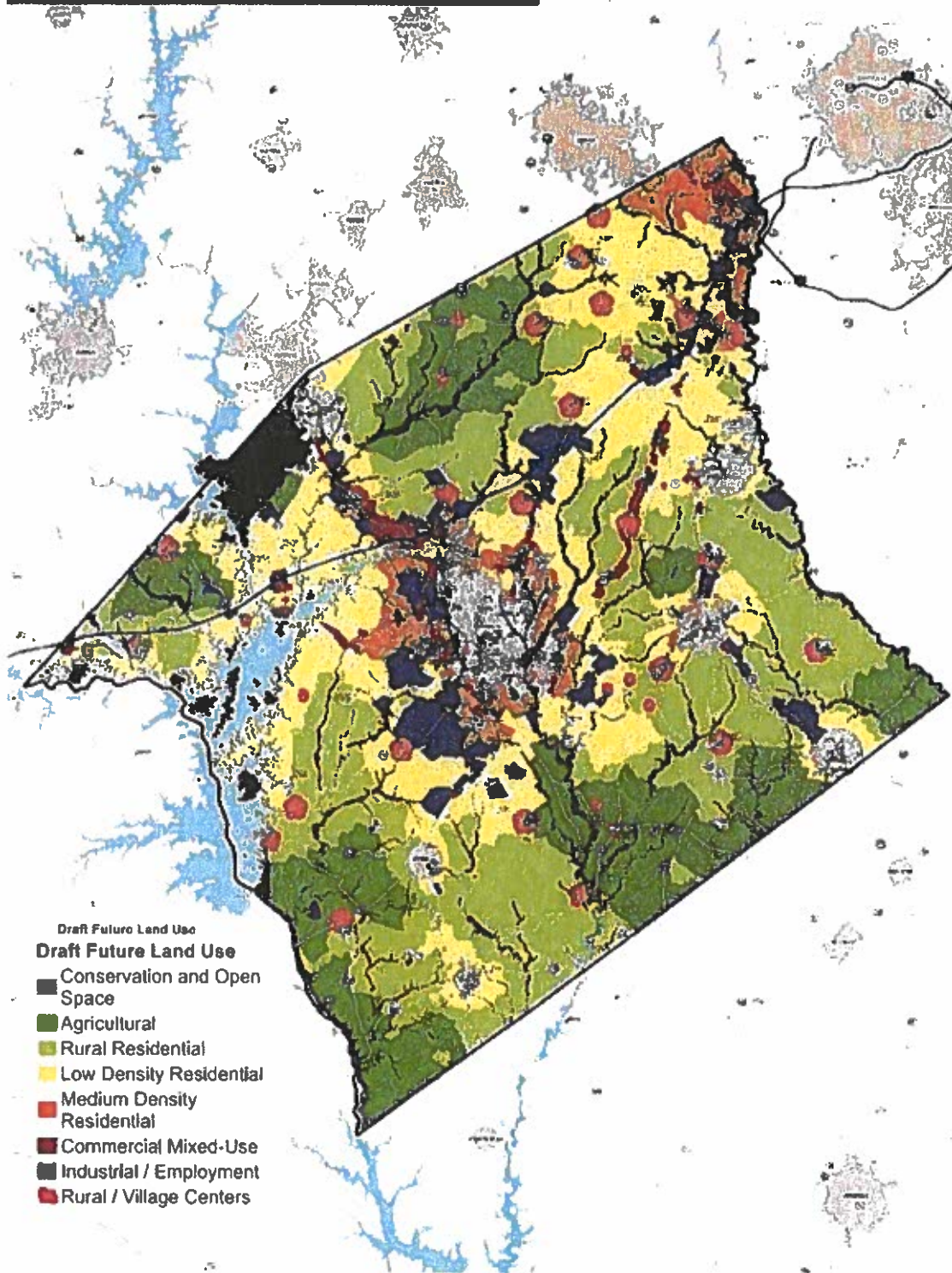
EXISTING LAND USE MAP

- | | |
|--------------------------|--------------------------|
| Existing Land Use | Rural Residential |
| Agriculture | Residential |
| Park / Open Space | Office |
| Golf Course | Institutional |
| Cemetery | Commercial |
| Camp | Entertainment |
| Vacant | Hotel |
| Parking / Utility | Storage / Warehouse |
| Attached Residential | Industrial |
| Multi-family | |
| Mobile Home | Context |
| Mobile Home Park | Anderson County boundary |
| | Municipal Limits |



FUTURE LAND USE MAP

See the Appendix for larger versions of this map.





LandscapeReport



April 17, 2026 Disclaimer accepted.

TMS:	1190017007	Deed Page:	209	Current Plat:	CP S 223/3B
Deed Book:	12535	Description:	HWY 178 .59 AC	Market Value:	\$25,500
Tax District:	4	Sale Price:	\$1		
Sale Year:	2016				



ESRI, Highland Mapping, and Anderson County GIS

1:7,910

ORDINANCE NO. 2026-029

AN ORDINANCE TO TRANSFER TWO PARCELS OF REAL PROPERTY LOCATED AT 106 BIGGS STREET AND 704 LEWIS STREET TO HABITAT FOR HUMANITY OF ANDERSON; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, Anderson County is the current owner of 2 vacant residential lots located and identified as 106 Biggs Street, TMS No. 123-12-08-014, and 704 Lewis Street, TMS No. 124-09-01-067; and

WHEREAS, Anderson County desires to convey these 2 vacant residential lots to Habitat for Humanity of Anderson, Inc.; and

WHEREAS, the development or use of these properties by Habitat for Humanity of Anderson, Inc., will improve the neighborhoods these properties are located in through the productive and beneficial use of the properties.

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

1. Anderson County desires to convey the following parcels of real property Habitat For Humanity of Anderson, Inc., for a nominal fee:

a. See Exhibit A.

2. The Anderson County Administrator is hereby authorized and directed to execute any documents necessary to effectuate the conveyance of these parcels of real property as described herein and in a form substantially similar to, and not materially different from, the quitclaim deeds attached hereto as Exhibit A.

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

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

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

ORDAINED in meeting duly assembled this _____ day of _____, 2026.

ATTEST:

Rusty Burns

Anderson County Administrator

FOR ANDERSON COUNTY:

Tommy Dunn, District #5, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

TO HAVE AND TO HOLD all and singular the said Premises before mentioned unto the said Grantee and Grantee's, Heirs, or Successors, and assigns forever.

AND Grantor does hereby bind Grantor and Grantor's Heirs, Successors, Executors and Administrators to warrant and defend all and singular the said premises unto the said Grantee and Grantee's Heirs, Successors and assigns against Grantor and Grantor's, Heirs, Successors, Executors, Administrators and Assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS Grantor's hand and seal this _____ day of _____, 2026.

Rusty Burns as Anderson County Administrator (Seal)

Signed, Sealed and Delivered in the Presence of:

Witness #1 (Seal)

Witness #2 / Notary Public (Seal)

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGMENT

The forgoing instrument was acknowledged before me by _____ and the other witness above-named this _____ day of _____, 2026, and the subscribing witness swore to me that he is not a party to or beneficiary of this transaction.

(Seal)

NOTARY PUBLIC FOR _____

Printed Name: _____

My Commission Expires: _____

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit, and I understand such information.
2. The property bearing TMS No. 123-12-08-014 is being transferred by Anderson County to Habitat for Humanity on _____, 2026.
3. Check one of the following: **The DEED is**
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (c) EXEMPT from the deed recording fee because (exemption #1)
(Explanation If required) Less than \$100 (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES__ or NO__ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If YES, the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: _____
 - (b) Place the amount listed in item 5 above here: _____
 - (c) Subtract line 6(b) from line 6(a) and place result here: _____
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: **Attorney for GRANTEE**.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this _____ day of _____, 2026.

Jordan S. Thayer, esq.

Notary Public for the state of South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit, and I understand such information.
2. The property bearing TMS No. 124-09-01-067 is being transferred by Anderson County to Habitat for Humanity on _____, 2026.
3. Check one of the following: **The DEED is**
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (c) EXEMPT from the deed recording fee because (exemption #1)
(Explanation If required) Less than \$100 (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)
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 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____.
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8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this _____ day of _____, 2026.

Jordan S. Thayer, esq.

Notary Public for the state of South Carolina
My Commission Expires: _____



SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES

DNR

SUBRECIPIENT AGREEMENT

FEDERAL AWARDING AGENCY:

U.S. Fish and Wildlife Service

FEDERAL AWARD DATE:

04/01/2026

FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):

F26AF00696

CFDA NUMBER/NAME:

15.605/Sport Fish Restoration

TOTAL FEDERAL AWARD:

\$ 1,000,000.00

Office of Grants Administration (OGA) –only

SAM Check Date: 05/13/2026 Initial: SHE

SAM Expiration Date: 09/03/2026

<https://www.sam.gov/portal/SAM/>

Print Screen must be placed in grant file

Risk Assessment Completed Date: 05/13/2026 Initial: SHE
Single Audit Check Completed Date: 5/13/2026 Initial: SHE

SCDNR - STANDARD SUBRECIPIENT AGREEMENT

1. **Parties:** This is a Subrecipient Agreement between the S.C. Department of Natural Resources (herein "SCDNR"), and [Anderson County] with its principal place of business at [101 South Main Street, Anderson, SC 29624], (herein "Subrecipient").
2. **Subject Matter:** The subject matter of this Agreement is [Green Pond Landing Ramp and Dock Additions]. The identifying information for this Agreement is set forth in Part 1- Subrecipient Award Detail. The Subrecipient's detailed Scope of Work to be Performed is Attachment A (herein "Scope of Work").
3. **Maximum Amount:** In consideration of the Scope of Work, the SCDNR agrees to pay Subrecipient, in accordance with the Budget and Payment Provisions specified in Attachment B and the other terms of this Agreement, a sum not to exceed \$ 1,000,000.00. Funds provided by the SCDNR to Subrecipient under this Agreement cannot be used as match for the purpose of obtaining additional federal funds or assistance by the Subrecipient unless expressly allowed by federal law and with the written approval of the SCDNR which may be contingent on federal approval.
4. **Agreement Term:** This Agreement shall first be effective and Subrecipient's performance shall begin upon the date of execution by the SCDNR and, unless terminated sooner or amended by the parties, shall end on 3/31/2027. Unless otherwise specified in the Budget and Payment Provisions - Attachment B, no funds may be obligated under this Agreement outside of this term.
5. **Procurement:** The Subrecipient must follow its procurement law or policy for any equipment, supplies, and/or services outside of its organization. However, adequate documentation must be available to satisfy federal audit requirements. Subagreements are addressed in SCDNR Standard Grant Provision (Attachment D).
6. **Ownership and Disposition of Equipment:** Any equipment purchased by or furnished to the Subrecipient by the SCDNR under this Agreement is provided on a loan basis only.
7. **Subrecipient Representations:** Any information provided by Subrecipient to SCDNR prior to the execution of this Agreement shall be deemed a material representation underlying SCDNR's decision to enter into this agreement. Subrecipient shall have an ongoing obligation to correct any errors or omissions and to update such information as may be necessary. Accordingly, Subrecipient's prior and subsequent representations are hereby incorporated by reference and include any responses to RFPs, applications, assurances, certifications, risk assessment responses, progress reports, and any state or federal grant forms.
8. **Compliance with Applicable Laws:** Subrecipient shall comply with all applicable federal, state, and local laws whether specifically identified in this Agreement or not and hereby represents itself to be in compliance with such laws as are necessary to fully perform under this Agreement. Furthermore, Subrecipient shall be responsible for obtaining any project-specific permits or authorizations which may be required to fully perform under this

SCDNR SUBRECIPIENT AGREEMENT

Agreement.

- 9. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing and signed by the duly authorized representative of the SCDNR and Subrecipient. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this Agreement must be made in writing at least 30 days prior to the end date of this Agreement or the request may be denied.
- 10. **Suspension and Cancellation:** This Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance. Upon notice of suspension or cancellation of the Agreement by SCDNR, Subrecipient and anyone acting under it shall not obligate any additional funds unless otherwise agreed in writing by SCDNR. Subrecipient may only be reimbursed for un-cancelable obligations incurred prior to notice of suspension or cancellation to the extent SCDNR has funds available for such purposes.
- 11. **Fiscal Year:** The Subrecipient's fiscal year starts JULY and ends JUNE.
- 12. **Work Product Ownership:** Unless otherwise specified in Other Grant Provisions (Attachment E), all products of the Subrecipient's work under this Agreement, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents or data, become the sole property of the SCDNR and may not be copyrighted or resold by Subrecipient.
- 13. **Attachments:** In addition to Part I and Part 2, this Subrecipient Agreement consists of the following attachments that are incorporated herein by reference.

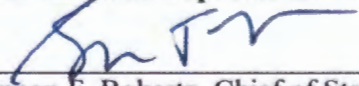
Please initial below to indicate you have read and understand each attachment.

- Attachment A - Scope of Work to be Performed
- Attachment B - Budget and Payment Provisions
- Attachment C - Federal Funds Grant Provisions
- Attachment D - SCDNR Standard Grant Provisions
- Attachment E - Other Grant Provisions (Part I & Part II)

We, the undersigned parties, agree to be bound by this Subrecipient Agreement, including its provisions, attachments, and conditions.

South Carolina Department of Natural Resources

Subrecipient


Shannon F. Bobertz, Chief of Staff

Anderson County

Name: _____

Date: 5/26/26

Title: _____

Date: _____

Attachment A

Scope of Work to be Performed

This project involves the design and construction of an additional 3-lane concrete ramp onto the existing ramp and an additional 10'x276' aluminum boating courtesy dock with a 10'x110' L-section dock.

Subrecipient shall be responsible for all aspects of the project including procurement, project management, quality control and payments to ensure satisfactory completion of the project. Subrecipient shall be responsible for all costs associated with the project and shall be reimbursed from the funds identified in the Subrecipient Agreement upon final completion and payment of the project and approval by SCDNR.

Subrecipient agrees to furnish SCDNR with an invoice requesting reimbursement on letterhead, copy of Purchase Orders, paid invoices, canceled checks, and /or other documentation to verify the appropriate expenditure and amount of the funds for reimbursement. The State of South Carolina acting through its Department of Natural Resources upon receipt of this properly executed document, invoices, and canceled checks, will issue reimbursement not to exceed the amount of this agreement.

Subrecipient shall incorporate **Attachment E Build America, Buy America Act (BABA)** documentation into its procurement documents so that contractors and subcontractors are aware of these requirements and have the opportunity to comply with these grant provisions.

Subrecipient will certify that all documents provided to the SCDNR are accurate and the work reflected in the completion certificate meets the relevant standards and has been accepted by the Subrecipient.

Subrecipient is responsible for all fees, permits, licenses or certificates otherwise required.

- 1. Objectives and Timeline:** Successfully complete Scope of Work within grant period.
- 2. Performance Measures and Deliverables:** 100% Completion of scope of work and submittal of reimbursement request.
- 3. Progress reports:** The Subrecipient shall submit progress reports to the SCDNR according to the following schedule. [at 100%] Each report shall describe the status of the Subrecipient's performance since the preceding report and the progress expected to be made in the next successive period. Each report shall describe Subrecipient activities by reference to the work specifications contained in the Scope of Work to be Performed and shall include a statement of work hours expended, expenses incurred, bills submitted, and payments made. If scheduled, a Program Progress Report is required even if there has been no activity. Insufficient submittals may be rejected by SCDNR.

**Attachment B
Budget and Payment Provisions**

This Agreement is performance based. Payments made to the Subrecipient by the SCDNR are based on the successful completion of performance measures identified in the Scope of Work to be Performed. If the Subrecipient is unable to obtain successful completion of a performance measure within the terms and conditions of the Agreement, the Subrecipient may only receive a portion of the payment for that measure if partially completed or will not receive payment at all if substantial performance of that measure is not demonstrated.

The SCDNR will measure sufficient progress by examining the performance required under the Scope of Work to be Performed in conjunction with the associated schedule, the time remaining for performance within the project period, the availability of funds necessary to complete the project, and other relevant factors.

Subject to the complete terms of this Subrecipient Agreement, the SCDNR agrees to compensate the Subrecipient for services performed and allowable as indicated in the outlined budget detail and if such expenses are within the scope of and authorized by this Subrecipient Agreement.

Budget Detail:

Salaries	\$ 0.00
Fringes	\$ 0.00
Contractual	\$ 0.00
Supplies	\$ 0.00
Travel & Mileage	\$ 0.00
Equipment	\$ 0.00
Other Costs	\$ 1,000,000.00
Indirect Cost*	\$ 0.00

(Subrecipient Indirect Cost rate is 0.00 %)

Total Federal Share \$ 1,000,000.00

Total Non-Federal Share (Match) \$ 333,334.00

Non-Federal Funds provided by: State Water Recreation Funds & Anderson County Accommodations

Reimbursement Periods: As measured from the Subrecipient's award start date, Subrecipient shall present SCDNR with requests for payment:

- Monthly
- Quarterly
- Biannually
- Annually
- Upon project completion
- Other: _____.

Other Special Budget Provisions:

Optional – remove if not applicable: **Pre-award Costs:** Having obtained written authorization from the federal grant administrator, SCDNR may provide reimbursement for pre-award costs for the period of N/A.

SCDNR SUBRECIPIENT AGREEMENT

***Indirect Cost Rate:** Current Rate Approval Letter Must Be on File with SCDNR. When an indirect rate is included, it must be an approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the SCDNR and the Subrecipient, or a de minimis indirect cost rate of 10%. It is also important to note that indirect rates may be subject to statutory caps of the Federal program. A de minimis rate may only be used by those Subrecipients that have never had an approved indirect rate in the past. A de minimis rate may not be used by State and Local Governments (including school districts). (See 2 CFR 200.331-6 and 200.414)

Budget Modification: Without seeking approval of but upon providing written notice to SCDNR, Subrecipient may shift any cost category by up to 10% of the total award in effect at that time so long as such changes do not alter the Scope of Work to be Performed. Any proposed shift in a cost category exceeding 10% of the total award in effect at that time must first be approved in writing by SCDNR.

PAYMENT REQUESTS REQUIREMENTS:

Program Progress Reports: Program Progress Reports are due when the Subrecipient Financial Status Report and Request for Funds Form is submitted for reimbursement. If a satisfactory Program Progress Report is not submitted then payment will not be processed.

Subrecipient Financial Status Report and Request for Funds Form: Subrecipient must submit a completed Subrecipient Financial Status Report and Request for Funds Form along with an invoice and supporting documentation (to include a detailed General Ledger Report with related performance period transactions) to initiate and substantiate a payment request. Incomplete forms or inadequate documentation may delay or prevent reimbursement. The Subrecipient Financial Status Report and Request for Funds Form can be downloaded by visiting: www.dnr.sc.gov/aboutdnr.html/forms.

Match Documentation: Expenditure or accrual of any matching funds or value anticipated under this Agreement must be appropriately documented and such documentation must be periodically provided with the associated Subrecipient Financial Status Report and Request for Funds Form.

Annual Audit Certification: If the Agreement spans more than one fiscal year of the Subrecipient, the Subrecipient must complete and provide SCDNR with an Annual Audit Certification including any appropriate audits or other supporting documentation.

Following receipt, review and approval of the above items and consideration of Subrecipient's compliance with the terms of this Agreement, SCDNR will reimburse the Subrecipient in arrears of expenditures. These requests must be submitted to: SCDNR, c/o Grants Office, P.O. Box 167, Columbia, SC 29202 or emailed to GrantSubmissions@dnr.sc.gov.

Closeout: Upon verification that Subrecipient has satisfied all obligations under this Agreement which specifically include all activities and deliverables under the Scope of Work to be Performed and providing an adequate accounting for all grant fund expenditures and match, a final payment and closeout letter will be issued to the Subrecipient.

**ATTACHMENT C
FEDERAL FUNDS GRANT PROVISIONS**

This Agreement is subject to the requirements of applicable federal laws, policies and bulletins associated with federal funds including but not limited to those listed below. Furthermore, the recipient certifies, where noted, to the stated representations.

1. **Acknowledgement of Federal Funding:** All recipients of financial assistance will comply with requirements to acknowledge federal funding (including federal award number) when issuing statements, press releases, requests for proposals, bid invitations, project publications, and other documents describing projects or programs funded in whole or in part with federal funds.
2. **Copyright:** All recipients must affix the applicable copyright notices of the Copyright Act of 1976 (see 17 U.S.C. § 401 or 402 and 2 CFR 200.315 and 2 CFR 200.448).
3. **Patents and Intellectual Property Rights:** Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 *et seq.* All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14. Among other obligations, the recipient of funds shall grant the SCDNR and the Federal government a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practice on its behalf throughout the world.
4. **Internal Controls:** In accordance with 2 CFR Part II, §200.303, the recipient must establish and maintain effective internal controls to provide reasonable assurance that the recipient is managing all funds under this Agreement in compliance with federal statutes, regulations, and the terms and conditions of the award agreements. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or comparable Generally Accepted Accounting Principles (GAAP).
5. **Requirement to Have a Single Audit:** The recipient will complete an Annual Audit Certification and a Single Audit is required if the recipient of federal funds expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Part 200, Subpart F.
6. **Duplication of Benefits:** Any cost allocable to a particular federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or terms and conditions of the federal awards, or for other reasons. However, this prohibition would not preclude the non-federal statutes, regulations, or the terms and conditions of the federal awards.
7. **False Claims Act and Program Fraud Civil Remedies:** All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
8. **Federal Debarment and Suspension:** Recipients of federal funds are subject to the requirements of the OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement) (2 CFR Part 180). Additionally, this Agreement is subject to Executive Orders 12549 and 12689 "Debarment and Suspension" and as further adopted by any funding entity. A contract award under this Agreement cannot be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689.
9. **Hatch Act:** Recipient shall ensure its employees comply with the limitations on political activity in order to comply with the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), as amended.

- 10. Byrd Anti-Lobbying Amendment:** The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) provides that recipients that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Any recipient of funds under this Agreement subject to the Byrd Anti-Lobbying Amendment hereby certifies to the best of his/her/it's knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. (43 CFR Part 18 – Appendix A to Part 18).
- 11. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, the recipient must disclose, in a timely manner, in writing to the SCDNR, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, *etc.*
- 12. Federal Debt Status:** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
- 13. Non-supplanting Requirement:** For federal programs which prohibit supplanting, recipients must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.
- 14. Procurement of Recovered Materials:** All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000: procuring solid waste

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management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 15. Disposition of Equipment Acquired Under the Federal Award:** When original or replacement equipment acquired under this award by the recipient is no longer needed for the original project or program or for other activities currently or previously supported by the federal grant program, recipient must request instructions from SCDNR to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.
- 16. Terrorist Financing E.O. 13224:** All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

17. Federal Equal Opportunity Protections

- a. **Age Discrimination Act of 1975:** All recipients of financial assistance will comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- b. **Civil Rights Act of 1964:** All recipients of financial assistance will comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

As part of compliance with Title VI, all recipients must take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations.

- c. **Civil Right Act of 1968:** All recipients of financial assistance will comply with Title VI 11 of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 *et seq.*), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100.
- d. **Title IX of the Education Amendments of 1972:** All recipients of financial assistance will comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. These regulations are codified at 44 CFR Part 19.
- e. **Rehabilitation Act of 1973:** All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.
- f. **Americans with Disabilities Act of 1990:** The recipient shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*), as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the recipient

under this agreement.

- g. **Drug Abuse Office and Treatment Act of 1972:** The recipient may not discriminate on the basis of drug abuse as required for compliance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended.
 - h. **Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970:** The recipient may not discriminate on the basis of alcohol abuse or alcoholism as required for compliance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (91 P.L. 616), as amended.
 - i. **Equal Employment Opportunity:** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this Agreement on the grounds of race, age, health status, handicap, color, sex, religion or national origin. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order 11246 "Equal Employment Opportunity" (see 30 FR 12319, as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" (see 32 FR 14303) and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity" (see 79 FR 72985). The language of 41 CFR 60-1.4 is hereby incorporated by reference and each contractor or subcontractor shall include, as applicable, the language required under 41 CFR Part 60 in each of its contracts related to this Agreement.
 - j. **Small and Minority Businesses, Women's Business Enterprises, and Labor Area Surplus Firms:** Recipient shall comply with the requirements of 2 CFR § 200.321 and must take all necessary, affirmative steps to assure that small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible. These steps are in addition to full and open competition and must include, at a minimum, the following six affirmative steps.
 - i. **Solicitation Lists.** The recipient must place small and minority businesses and women's business enterprises on solicitation lists.
 - ii. **Solicitations.** The recipient must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources.
 - iii. **Dividing Requirements.** The recipient must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
 - iv. **Delivery Schedules.** The recipient must establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.
 - v. **Obtaining Assistance.** The recipient must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
 - vi. **Prime Contractor Requirements.** The recipient must require the prime contractor, if subcontracts are anticipated or let, to take the five affirmative steps described in above.
- 18. Davis-Bacon Act:** For public building or public works construction, alteration, or repair projects, the recipient of funds under this Agreement is required to follow the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148 and 3146-3148). All construction contracts awarded by SCDNR or the recipient funds under this Agreement of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon acceptance of the wage

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determination. The recipient of funds under this Agreement shall report all suspected or reported violations to SCDNR.

19. **Copeland “Anti-Kickback” Act:** For public building or public works construction, alteration, or repair projects, the recipient of funds under this Agreement shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. § 874 and 40 U.S.C 3145) for all contracts for construction or repair awarded SCDNR or by the recipient of funds under this Agreement. The recipient shall include a provision for compliance with the Act, as supplemented by the Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient of funds under this Agreement shall report all suspected or reported violations to SCDNR.
20. **Intergovernmental Personnel Act of 1970:** Where applicable, recipient shall comply or otherwise assist SCDNR in complying with the Intergovernmental Personnel Act of 1970 (42 U.S.C. § 4728-4763).
21. **Whistleblower Protection Act:** All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. § § 4304 and 4310. In accordance with the 41 U.S.C 4712, “Contractor Protection From Reprisal For Disclosure of Certain Information,” this requirement applies to all awards issued after January 1, 2013.
 - a. This award and related subawards and contracts over the simplified acquisition threshold and all employees working on this award and related subawards and contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712.
 - b. Recipients, and their subrecipients and contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
 - c. The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.
22. **Federal Administrative Regulations:** The federal funds provides under this agreement are subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) which became effective December 26, 2014 for federal awards issued after December 26, 2014. This regulation superseded requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in 2 C.F.R. Parts 220, 225, 215, and 230); Circulars A-89, A-102, and A-133; and the guidance in Circular A-50. The regulations is available here: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
23. **Drug Free Workplace:** In association with 2 CFR Part 182, the recipient certifies to SCDNR that it will provide a drug-free workplace program by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The recipient’s policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug violations.
 - c. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by item 23(a).

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- d. Notifying the employee in the statement required by item 23(a) that as a condition of employment in association with the Agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after the conviction.
- e. Notifying the SCDNR within 10 days after receiving notice under item 23(d)(ii) from an employee or otherwise receiving actual notice of the conviction.
- f. Recipient shall within thirty days after receiving notice from an employee of a criminal drug conviction:
 - i. take appropriate personnel action against the employee up to and including termination; or
 - ii. require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for the purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - iii. Recipient shall require the same of any contractors working in association with this Agreement.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of items 23(a) through (f). (S.C. Code Ann. §§ 44-107-30 & -50)

24. Environment and Historic Preservation: Recipient will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 *et seq.*); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) protection of national wild and scenic river components and potential components under the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 *et seq.*); and (j) assisting the awarding federal agency and SCDNR in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 *et seq.*).

Where applicable, the recipient of funds under this Agreement is required to follow the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) (*a/k/a* Clean Water Act), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the recipient of non-Federal funds and any subcontractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 25. Energy Policy and Conservation Act:** All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act. The South Carolina Energy Office oversees the State Energy Plan (see S.C. Code Section 48-52-10 *et seq.* and <http://www.energy.sc.gov/energyplan>).
- 26. Laboratory Animal Welfare Act of 1966:** Recipient will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 *et seq.*) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

27. **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970:** If the recipient's project affects real property interests, the recipient may shall comply or otherwise assist SCDNR in complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended.
28. **Fly America Act of 1974:** All recipients must comply with the requirements of the preference for U.S. carriers (air carriers holding certificates under 49 U.S.C. § 41108) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C...§ 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, 'amendment to Comptroller General Decision B138942.
29. **Hotel & Motel Fire Safety Act of 1990:** In accordance with the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2201, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974. See 41 CFR Part 301-74.
30. **USA Patriot Act of 2001:** All recipients of financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.
31. **National Fire Incident Reporting System:** Reports to fire marshals or incident reports must be submitted to the National Fire Incident Reporting System (NFIRS) within 15 days after the end of the previous month as a condition for any and all grant awards. All agencies applying for Division of Emergency Management and Homeland Security funds must submit a current copy of their completed NIFRS report.

ATTACHMENT D
SCDNR STANDARD GRANT PROVISIONS

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the South Carolina Department of Natural Resources is executing this Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. Independence: The Party will act in an independent capacity and not as officer, employee or agent of the SCDNR.

3. No Employee Benefits For The Party: The Party understands that the SCDNR will not provide to the Party or anyone acting on its behalf any form of employee benefits or services available to State employees and SCDNR will not withhold any state or federal taxes for the Party or anyone acting on its behalf. The Party understands that all tax filings required by the Internal Revenue Code and the State of South Carolina, including but not limited to income and withholding, must be filed by the Party, and information as to Agreement income may be provided by the State of South Carolina to the Internal Revenue Service and the South Carolina Department of Revenue as may be required.

4. Reliance by the SCDNR on Representations: All payments and other actions by the SCDNR under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the contract or grant agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

5. Insurance: SCDNR provides no insurance coverage for liability or loss of the Party or its agents. The Party shall carry general liability insurance on an occurrence form and limits shall not be less than \$1,000,000 per occurrence. If a Party to this Agreement is a federal, state, or local governmental entity, such governmental parties may satisfy these insurance requirements to the extent comparable coverage is maintained through the South Carolina Insurance Reserve Fund or the equivalent.

6. Records Available for Audit: The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for five years thereafter or for any period required by law for inspection by any authorized representatives of the SCDNR, the State of South Carolina, or federal government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

7. South Carolina Human Affairs Law and Americans with Disabilities Act: A Party which is a Covered Entity under the South Carolina Human Affairs Law (S.C. Code Ann. § 1-13-10, *et seq.* (1976 & Supp. 2016)) must comply in full with the Act. The Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et*

seq.), as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

8. Certification Regarding Debarment: The Party certifies that, as of the date that this Agreement is signed, neither the Party nor the Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, programs supported in whole or in part by federal funds (see 2 CFR Parts 180, 200, 417, 901, 1125, 1326, 1400, 1532, 2520, 3000, and 3485), or pursuant to South Carolina Consolidated Procurement Code, S.C. Code Ann. § 11-35-4220 (1976 & Supp. 2016).

9. Conflict of Interest and State Ethics Reform Act: The Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest and shall comply with South Carolina's ethical standards as provided by law. See S.C. Ethics Reform Act (S.C. Code Ann. § 8-13-10, *et seq.* (1976 & Supp. 2016)), S.C. Consolidated Procurement Code (S.C. Code Ann. § 11-35-10, *et seq.* (1976 & Supp. 2016)), and 2 CFR 200.112.

10. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of South Carolina. Any action or proceeding brought by either the SCDNR or the Party in connection with this Agreement shall be brought and enforced in the Circuit Court of the State of South Carolina. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the SCDNR with regard to its performance under the Agreement. The Party agrees that the SCDNR shall not be required to submit to binding arbitration or waive its right to a jury trial.

11. Sovereign Immunity: The SCDNR, as an agency of the State of South Carolina, reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the SCDNR's entry into this Agreement.

12. Defense and Indemnity: The Party shall defend the SCDNR and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The SCDNR shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The SCDNR retains the right to participate at its own expense in the defense of any claim.

The Party shall indemnify the SCDNR and its officers and employees as to any damages or costs incurred, including attorneys' fees and associated costs, arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the SCDNR to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including

attorneys' fees, collection costs or other costs of the Party.

If a Party to this Agreement is a federal, state, or local governmental entity, no indemnification obligations shall arise under this provision as to that Party or SCDNR.

13. State Whistleblower Protections: A Party which is a "Public Body" under the Employment Protection for Reports of Violations of State or Federal Law or Regulation Act (S.C. Code Ann. § 8-27-10 *et seq.* (1976 & Supp. 2016)) must comply in full with the Act.

14. Risk Assessment and Monitoring: SCDNR is obligated to make a risk assessment of the Party prior to awarding federal funds and thereafter must monitor the Party for compliance. SCDNR reserves the right to modify monitoring requirements for the Party including frequency of reporting, requiring additional prior approval by SCDNR, and other protective or corrective actions. See 2 CFR Part 200.

15. Set Off: The SCDNR may set off any sums which the Party owes the SCDNR against any sums due the Party under this Agreement.

16. Child Support, Taxes, and Other Governmental Debts:

The Party understands and acknowledges that if relevant outstanding or delinquent financial obligations exist it may be subject to child support collections, tax collection, or delinquent debt setoff actions by other governmental entities pursuant to S.C. Code Ann. § 12-53-20 (2014); S.C. Code Ann. § 12-54-10, *et seq.* (2014); Setoff Debt Collection Act, S.C. Code Ann. § 12-56-10, *et seq.*; § 43-5-220(j) and other applicable laws.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Sub-Agreements: The Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the SCDNR. The Party must ensure that those acting under it are eligible under the terms of this Agreement. The Party shall be responsible and liable to the SCDNR for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with the Party or any subcontractor. The Party must include the provisions of this Agreement in all subagreements for work to be performed under this Agreement and any Party assigned, subcontracted, or receiving a subagreement shall be obligated to provide legally required assurances / certifications and must agree to be bound to the terms of this Agreement. The Party must present a request for a subagreement on the SCDNR Request for Approval to Subgrant/Subcontract form.

19. Freedom of Information Act: The Party acknowledges and agrees that this Agreement and any and all information obtained by the SCDNR from the Party in connection with this Agreement are subject to the South Carolina Freedom of Information Act (FOIA) (S.C. Code Ann. § 30-4-10, *et seq.* (1976 & Supp. 2016)). Additionally, the Party acknowledges that acceptance of funds from SCDNR may subject the Party to FOIA.

20. Personal Identifying Information and Safekeeping of Data: The Party also acknowledges and agrees that this Agreement and any personal information obtained by the Party in connection with this Agreement are subject to the Family Privacy Protection Act of 2002 (S.C. Code Ann. § 30-2-10, *et seq.* (1976 & Supp. 2016)). The Party must not use or disclose any individually identifying information that pursuant to this Agreement is disclosed by the SCDNR to the Party, created by the Party on behalf of the SCDNR, or used by the Party for any purpose other than to complete the work specifications of this Agreement unless such use or disclosure is required by law, or when the Party obtains permission in writing from the SCDNR to use or disclose the information and this written permission is in accordance with federal and state law. Additionally, the Party shall promptly notify SCDNR regarding any data breach, suspected data breach, or loss of data containing personal identifying information or similarly sensitive data related to this Agreement or otherwise revealing a vulnerability of the Party to such risks. See generally S.C. Code Ann. § 1-11-490; § 16-13-510; § 39-1-10, *et seq.* (1976 & Supp. 2016)

21. Force Majeure: Neither the SCDNR nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

22. Prior Approval of Press Releases / Marketing Materials: Without obtaining the prior written consent of the SCDNR, the Party shall not refer to the SCDNR in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the SCDNR. In any such communication materials, the Party must include as appropriate, an Equal Employment Opportunity statement and acknowledgement of any grant funds provided by SCDNR and/or the federal government through this Agreement.

23. Termination: In addition to any right of the SCDNR to terminate for convenience, the SCDNR may terminate this Agreement as follows:

- a. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the SCDNR may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the SCDNR may suspend or cancel this Agreement immediately, and the SCDNR shall have no obligation to pay the Party from State revenues.
- b. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

24. No Implied Waiver of Remedies: A party’s delay or failure to exercise any right, power

or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing signed by an authorized representative of the party to be bound.

25. Continuity of Performance: In the event of a dispute between the Party and the SCDNR, each party will continue to perform its obligations under this Agreement during the resolution of the dispute unless otherwise directed by SCDNR to suspend or stop performance or until this Agreement is terminated in accordance with its terms.

26. Security Interests and Liens: The Party is not authorized to create and shall not allow any security interests or liens upon SCDNR property and must promptly discharge any claims made to that effect by claimants of the Party.

27. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the SCDNR. All State property, tangible and intangible, shall be returned to the SCDNR without demand and at no additional cost to the SCDNR. Such property shall be provided in good condition and in a format acceptable to the SCDNR.

28. State Facilities: If the SCDNR makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to the Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

29. Iran Divestment Act: The Party certifies that it is not on the Iran Divestment Act List (available: <https://procurement.sc.gov/iran-divestment>). The Party agrees to notify SCDNR immediately if it is ever named on the list. The Party shall require any subcontractor associated with this Agreement to certify and comply with the same. (S.C. Code Ann. § 11-57-10, *et seq.*)

30. South Carolina Illegal Immigration Reform Act: The Party certifies that it will comply with the applicable requirements of the South Carolina Illegal Immigration and Reform Act and agrees to provide to SCDNR upon request any documentation required to establish either: (a) that S.C. Code Ann. § 8-14-10, *et seq.* is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with this law. The Party agrees to include in any contracts with its subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of S.C. Code Ann. § 8-14-10, *et seq.*, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of this law.

31. Entire Agreement: This Agreement, whether in the form of a contract, state funded grant, or federally funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect except were expressly incorporated by reference. Furthermore, any situations requiring interpretation must frame this Agreement in the context of applicable federal and state laws and the mandatory requirements of any federal or state funding sources.

ATTACHMENT E
OTHER GRANT PROVISIONS

This Other Grant Provisions (Attachment E) is to be used for establishing other Agreement terms when special terms are required by the grant program providing funds for this Agreement or if SCDNR and Subrecipient agree to other special terms which may add to or modify standard grant terms stated elsewhere in this Agreement. In all instances, these Other Grant Provisions must comply with applicable law and be agreed to by authorized representatives of SCDNR and the Subrecipient. Unless otherwise specified, these Other Provisions shall also apply to any other party acting through or on behalf of the Subrecipient.

Federal Grant #: **F26AF00696**

Name of Federal Grant: **SC - Green Pond Landing Ramp and Dock Additions FY26**

State Grant #: **P24012401726**

South Carolina Water Recreational Resources Funds

In recognition that the South Carolina Department of Natural Resources is contributing state Water Recreational Resources Funds (S.C. Code Ann. § 12-28-2730) as part of this Agreement, the following provisions apply in addition to those provided elsewhere in the Agreement.

1. Limitations on Use of Funds. The Water Recreational Resources Fund can only be used for those purposes defined in § 12-28-2730 and for public purposes consistent with Article X, Sections 5 and 11 of the South Carolina Constitution. The Subrecipient acknowledges that any funds granted will be used solely for those purposes and applied to the approved project and that should any funds not be used for those purposes, the Subrecipient will be liable for that amount to the SCDNR.
2. Maximum Reimbursement. Under this Agreement, the SCDNR will provide reimbursement to Subrecipient with Water Recreational Resources Funds in an amount not to exceed \$ 200,000.00 for the project.
3. Project Status. If Subrecipient has not completed the project and obtained reimbursement within one year after the execution of this Agreement, the Subrecipient shall provide the SCDNR with a written update on the status of the project within 30 days following the Agreement anniversary. If the project is not completed and complete reimbursement request provided by Subrecipient to the SCDNR when required by this Agreement, the SCDNR may provide notice of termination and the reserved funds may be unencumbered. If Recipient abandons the project prior to seeking reimbursement, it must provide written notice to the SCDNR so that the reserved funds may be released.
4. Special Conditions. With respect to the following project types, additional conditions apply:
 - a. Acquisition of Real Property – If the funds provided under this contract are used by Subrecipient in the acquisition of a real property interest, the Subrecipient must record a notice of agreement or incorporate a deed restriction referencing this Agreement. Prior to being reimbursed by the SCDNR, the Subrecipient must provide the DNR with a copy of the recorded deed /easement /

SCDNR SUBRECIPIENT AGREEMENT

instrument reflecting Subrecipient's acquisition of a real property interest and provide a copy of the recorded notice of agreement. Subrecipient agrees that upon surplus or disposition of any real property acquired in whole or part with funds provided under this Agreement that it will return a pro-rata share to the SCDNR.

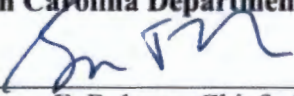
- b. Boating / Fishing Access Facilities - If the project includes construction of public boating /fishing access facilities, the Subrecipient's submission of a request for reimbursement to the SCDNR represents that the work reflected in the completion certificate meets the relevant standards and has been accepted by the Subrecipient. The Subrecipient must demonstrate ownership or firm control (easement or long-term lease) of the property underlying the proposed facility. Subrecipient must be the named permittee for any necessary permits and the facility must meet the SCDNR design standards. For at least 20 years after the facility is opened for public use, the Subrecipient agrees that:
- i. Subrecipient will provide written notice to the SCDNR of the date when the facility is opened for public use;
 - ii. no fees will be charged to the public for use of the facility;
 - iii. the facility must be open twenty-four (24) hours a day, seven days a week for use as a boating/fishing access facility and will remain open except during emergency conditions / natural disaster or other conditions which require temporary closure;
 - iv. Subrecipient will maintain the facilities in a good state of repair which includes appropriate trimming/removal of vegetation impairing use of the facility and collection and removal of trash/litter;
 - v. Subrecipient will inspect the facility at least twice a year for maintenance needs;
 - vi. Subrecipient will provide safety and emergency services to the public who use the facility and will ensure that the facility is regularly patrolled to ensure the safety of the public and the facility; and
 - vii. Subrecipient will erect and maintain a sign designed by the SCDNR indicating the facility is owned and operated by the Recipient with funding assistance from the SCDNR.
- c. Other Facilities - If the project includes construction of public facilities other than a boating / fishing access facility, the Subrecipient's submission of a request for reimbursement to the SCDNR represents that the work reflected in the completion certificate meets the relevant standards and has been accepted by the Subrecipient. The Subrecipient must demonstrate ownership or firm control (easement or long-term lease) of the property underlying the proposed facility. Subrecipient must be the named permittee for any necessary permits. For at least 20 years after the facility is opened for public use, the Subrecipient agrees that:
- i. Subrecipient will provide written notice to the SCDNR of the date when the facility is opened for public use;
 - ii. no fees will be charged to the public for use of the facility;
 - iii. the facility must be open twenty-four (24) hours a day, seven days a week for use as a public facility and will remain open except during emergency conditions / natural disaster or other conditions which require temporary closure;
 - iv. Recipient will maintain the facilities in a good state of repair which includes appropriate trimming/removal of vegetation impairing use of the facility and collection and removal of trash/litter;
 - v. Subrecipient will inspect the facility at least twice a year for maintenance needs;

SCDNR SUBRECIPIENT AGREEMENT

- vi. Subrecipient will provide safety and emergency services to the public who use the facility and will ensure that the facility is regularly patrolled to ensure the safety of the public and the facility; and
- vii. Subrecipient will erect and maintain a sign designed by the SCDNR indicating the facility is owned and operated by the Recipient with funding assistance from the SCDNR.

We agree to the terms set forth above as being included in the referenced Agreement.

South Carolina Department of Natural Resources



Shannon F. Bobertz, Chief of Staff

Date: 5/26/28

Subrecipient

Anderson County

Name: _____

Title: _____

Date: _____

ATTACHMENT E OTHER GRANT PROVISIONS

Additional Terms and Conditions:

Build America, Buy America Act: This Agreement is subject to the Build America, Buy America Act (BABAA). (Pub. L. No. 117-58, §§ 70901-52), specifically including section 70914. Those requirements include the incorporation of a Buy America preference in the terms and conditions of each award with an *infrastructure* project and derivative contracts.

Subrecipients (and their contractors and subcontractors) who apply or bid for an award for an *infrastructure* project subject to the domestic preference requirement in the BABAA must sign and submit the Build America, Buy America Act Certification (template attached) to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the subrecipient; subrecipient submit to South Carolina Department of Natural Resources) with each bid or offer for an *infrastructure* project. In addition, Subrecipients (and their contractors and subcontractors) are subject to certify materials source upon request. The material source includes name, address, supplier, fabricator, and manufacturer including heat/batch numbers if available.

BABAA requires the following Buy America preference:

(1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

(3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The term "*infrastructure*" includes, at a minimum, the structures, facilities, and equipment for, in the United States:

- roads, highways, and bridges;
- public transportation;
- dams, ports, harbors, and other maritime facilities;
- intercity passenger and freight railroads;

- freight and intermodal facilities;
- airports;
- water systems, including drinking water and wastewater systems;
- electrical transmission facilities and systems;
- utilities;
- broadband infrastructure; and
- buildings and real property

Structures, facilities, and equipment that generate, transport, and distribute energy - including electric vehicle (EV) charging – are treated as infrastructure.

The term “*construction materials*” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber
- drywall

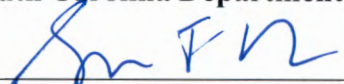
Construction materials does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.

A Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. The Buy America preference does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. In addition, the Buy America preference does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of or permanently affixed to the structure.

We agree to the terms set forth above as being included in the referenced Agreement.

South Carolina Department of Natural Resources



Shannon F. Bobertz, Chief of Staff

Date: 5/26/25

Subrecipient

Name: _____

Title: _____

Date: _____

Build America, Buy America Act Certification

Project: _____

Location: _____

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned represents, certifies and warrants that a) it understands the requirements of BABAA, b) provides this and will provide any further certification or compliance information needed by the South Carolina Department of Natural Resources or United States, third-party beneficiary(ies) to these certifications, and c) the iron, steel, manufactured products, and construction materials utilized in the project under this contract will be and/or have been produced in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of (Subrecipient’s, Contractor’s, or Subcontractor’s) Authorized Official

Name and Title of (Subrecipients, Contractor’s, or Subcontractor’s) Authorized Official

Date

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE TOWN OF WILLIAMSTON, ANDERSON COUNTY, SOUTH CAROLINA

AND

ANDERSON COUNTY, SOUTH CAROLINA

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, between the **Town of Williamston**, South Carolina (hereinafter referred to as the "Town"), a municipality duly organized and existing under the laws of the state of South Carolina, and **Anderson County**, South Carolina, a political subdivision of the state of South Carolina (hereinafter referred to as the "County").

RECITALS:

WHEREAS, the Town has elected to be responsible for providing environmental and code enforcement services within the incorporated limits of the Town, and desires to contract with the County to render such services; and

WHEREAS, the Town and the County desire to enter into an agreement providing for said services, specifying the nature and extent thereof, and establishing compensation to be paid.

WITNESSETH:

NOW, THEREFORE, in consideration of the recitals herein above set forth, as well as the terms, covenants and conditions provided below, the Town and the County agree on the following.

PURPOSE

The purpose of this agreement is to provide environmental and code enforcement services for the enforcement of any municipal ordinances of the Town that are identical to any ordinance of the County.

CODE ENFORCEMENT OFFICERS

The County will provide the Town with environmental and code enforcement services to respond within the Town of Williamston. The County will assign code enforcement officers based on the need for services and the availability of officers.

Environmental and code enforcement (collectively "Code Enforcement") services include the investigation of potential violations, citations for violations, and appearing in court for citations issued. Any officer may use their prosecutorial discretion to not issue a ticket even

if there appears to be an offense.

Any Code Enforcement officer assigned to the Town under this agreement will at all times be considered an employee of the County. All matters relating to the officer's employment, including, but not limited to, work schedules, pay, time-off, discipline, training and benefits, and general orders will be established and enforced through the County. The County shall consult with and take into account the requests of the Town. Nothing in this agreement shall be construed to create an employee-employer relationship between the Town and the Code Enforcement officers provided by the County under this agreement. Selection of the Code Enforcement officers to be assigned to the Town under this agreement will be made by the County.

EQUIPMENT

The County agrees to provide all necessary equipment, property, training, uniforms, and other supplies for the use of the Code Enforcement officers assigned hereunder. At all times the equipment will be owned by the County. At no time will any equipment owned or provided by the County become property of the Town. The County may install at its complete discretion additional badges, or modify any badges, on any equipment to designate its use for the Town.

VEHICLES

Any vehicle issued to the officers assigned to the Town may be marked and equipped in the same manner as the general vehicles of the County. The County may install additional badges, or modify any badges, on any vehicle to designate its use for the Town. The County shall be responsible for all insurance, maintenance, and upkeep of the vehicles used under this agreement.

DUTIES

The County agrees to hire, train, and provide the Code Enforcement officers assigned under this agreement for Code Enforcement purposes within the limits of the Town. Nothing contained in this agreement shall prohibit the County from using said Code Enforcement officers in other parts of the County should the need arise, provided that every effort is made to ensure that such Code Enforcement officers are made available to the Town as soon as their presence is no longer required by the County.

Nothing in this agreement shall obligate the County to provide any Code Enforcement officer or any Code enforcement activity.

The County shall meet with the Town Mayor on a periodic basis to provide updates/reports/overview of Code Enforcement activity in the Town as well as address any perceived issues.

DURATION

This agreement shall run for no more than 5 years from the date of execution. The cost of services paid for by the Town may change from year to year.

TERMINATION

This agreement may be terminated by the County if the Town fails to pay the service price within 30 days after payment being due. Termination will occur 30 days after notice of termination, with notice of termination being the date the termination letter is delivered to the Town via a certified letter or by hand-delivery to the Office of the Mayor. The County shall be responsible for providing these services during the 30-day interval after the termination letter is delivered to the Town.

This agreement may be terminated by the agreement of the parties.

This agreement may be terminated by either party, without cause, upon 90 days written notice.

PAYMENT OF FUNDS

The Town will pay the County for the services an amount of \$20,000 per year. The Town shall submit biannual payment to the County of \$10,000. Biannual payment shall be due on December 1st and June 1st. The effect of termination on the payments are that any funds due or owed will be prorated on a 6-month basis over the \$10,000 due for that 6-month period.

MEDIATION

In the event of any dispute arising out of or relating to this agreement and prior to filing a lawsuit, the parties agree to first attempt to resolve the dispute through mediation. The parties shall mutually select a mediator and share the costs of mediation equally. If the parties are unable to reach a resolution through mediation, they may then pursue any other remedies available at law.

MISCELLANEOUS

This agreement shall constitute the full agreement between the parties and any amendments, alterations, or modifications hereof shall be in writing and signed by the Town and the County. If any portion of this agreement is determined to be unenforceable, the parties agree that all other portions of this agreement will remain enforceable.

The parties agree that the relationship of the County to the Town under this agreement is that of an independent contractor. Any Code Enforcement officer working within the Town and assigned under this agreement shall be considered employees of the County and not employees of the Town.

The County does not have the authority, and is not agreeing, to relieve the Town of any obligation under state law to provide Code Enforcement services within its jurisdiction. The County is only agreeing to provide the services outlined in this agreement.

LIMITATION OF LIABILITY

TOWN AGREES COUNTY’S TOTAL CUMULATIVE LIABILITY FOR CLAIMS OF ANY KIND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER ANY WARRANTY OR OTHERWISE, FOR ANY LOSS OR DAMAGE RELATING TO THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES, SHALL IN NO CASE EXCEED THE SIX (6) PRIOR MONTHS PAID IN REIMBURSEMENT TO COUNTY UNDER THIS AGREEMENT, EVEN IF THAT AMOUNT IS ZERO, AND TOWN HEREBY RELEASES COUNTY FROM ANY LIABILITY IN EXCESS OF SUCH AMOUNT. THIS MONETARY LIMITATION SHALL SURVIVE THROUGH TERMINATION OF THIS AGREEMENT.

The provisions of this section shall apply notwithstanding any other provision of this agreement and survive the termination of this agreement.

NOTICE

All payments, notices, and other communications hereunder shall be sufficiently given and shall be deemed given when received by certified or registered mail, postage prepaid, or given as follows:

The Town of Williamston
12 W Main St
Williamston, SC 29697
Attention: Williamston Code Enforcement

Anderson County
P.O. 8002
Anderson, SC 29622
Attention: County Administrator

WHEREFORE the parties execute this intergovernmental agreement on the ____ day of _____, 2026.

Rockey Burgess, Town Mayor
Town of Williamston, South Carolina

Rusty Burn, County Administrator
Anderson County, South Carolina

**BOARDS, COMMITTEES AND COMMISSIONS
APPLICATION**

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

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

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

Name: Leventis, Katie, M
Last, First, Middle Initial

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

1. Anderson County Library board
2. _____
3. _____

Physical Address and Mailing Address, if different:

_____ Physical
_____ Mailing

Home Phone: _____ Cell Phone: _____

Email: _____ Preferred method of contact: cell

County Council District: 04 GED Equivalent: Yes or No

Highest Level of Education: Bachelors High School Grad: Yes

College Attended: USC Degree: Exercise Science/ Pre-Med

Address of College: Columbia SC

Employment History:

<u>COMPANY</u>	<u>POSITION</u>	<u>EMPLOYMENT DATES</u>
Johnson & Johnson Med Tech	US HEMA	06/2016- current
St. Jude Medical	clinical	08/2012- 06/2016

Katie Leventis _____
Signature of Applicant Date 3-19-2026

Recommendation of Council: _____

To Whom it may concern:

We are the “ Jets” track club originally called the “Anderson County Track Club” We hve been in existence since the early 1980’s. We are an all star track and field team involved with AAU and USA Track Field Junior Olympic competitions. Our track team ranges from 5 year olds up to 18 years of age. This means Elementary, Middle and High School.

We are asking your support again as you have done for the past 30 plus years. The summer program moves quickly and lasts from June to early August. Our athletes and coaches work hard all summer. The donations will go towards uniforms, travel, food and hotel expenses. There is no paid staff. Everything is for team support.

There are several meets leading up to the AAU Track and Field Finals. The AAU State Championships, USATF Championships, AAU Regional which consist of finalist from 5 states, and culminating in the AAU National Championships.

Many of the youth’s have reaped benefits from this program by staying active and moving on to further their educational opportunities.

Remember, “The Youth Today Are Our Leaders Tomorrow!”

Please send donations to Coach Butch Green, 1335 Vandale Place Anderson SC 29626 or call me 864-224-5860

Thank you in Advance