AGENDA
ANDERSON COUNTY COUNCIL
August 20, 2019 at 6:00 PM
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER:
2. RESOLUTIONS/PROCLAMATIONS:
   a. R2019-034: A resolution to recognize the Honea Path 8U All-Star Baseball Team for their exceptional performance as the Dixie Youth District 1 Division 2 Champions and the State Runner-up of the Dixie Youth 2AA Coach Pitch Baseball Tournament.

Ms. M. Cindy Wilson (allotted 5 minutes)

3. ADJOURNMENT:

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
August 20, 2019 at 6:30 PM
Historic Courthouse- Council Chambers- Second Floor
Chairman Tommy Dunn , Presiding

1. CALL TO ORDER:
2. INVOCATION AND PLEDGE OF ALLEGIANCE: Mr. Brett Sanders
3. APPROVAL OF MINUTES: August 6, 2019
4. CITIZENS COMMENTS: Agenda Matters only
5. UPDATE ON DISTRICT 2: Ms. Gracie S. Floyd (allotted 20 minutes)
6. ORDINANCE THIRD READING:
   a. 2019-030: An ordinance amending Ordinance #99-004, The Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending certain sections of the Zoning Ordinance text, specifically Chapter 70, Article 4, Chapter 70, Article 9, Section 5.2 and 5.3, and Chapter 70, Article 10, Section 2 to reconstitute the Zoning Advisory Groups. PUBLIC HEARING-NO TIME LIMITS

Dr. Jeff Parkey (allotted 5 minutes)

b. 2019-031: An ordinance to amend Section 59-23, Titled Speed and Traffic Volume, of the Code of Ordinances, Anderson County, South Carolina so as to change the standard for determination that a speeding problem exists. PUBLIC HEARING-NO TIME LIMITS Mr. Rusty Burns (allotted 5 minutes)

7. ORDINANCE SECOND READING:
   a. 2019-032: An ordinance to amend the zoning map to rezone +/- 9.75 acres from R-20 (Single Family Residential) to C-2 (Highway Commercial) at Cartee Road and I-85. (District 4) Dr. Jeff Parkey (allotted 5 minutes)

b. 2019-035: An ordinance to amend Section 2-633 of the Anderson County, South Carolina Code of Ordinances so as to increase from $1,000.00 to $5,000.00 the smallest amount for which an annual inventory and accounting is required. Ms. Rita Davis (allotted 5 minutes)

Ms. Rita Davis (allotted 5 minutes)

c. 2019-036: An ordinance authorizing pursuant to Title 4 of the Code of Laws of South Carolina 1976, as amended, including sections 4-1-170, 4-1-175, and 4-29-68 thereof, and Article VIII, Section 13 of the South Carolina Constitution the, execution and delivery of an Infrastructure Credit Agreement, by and between Anderson County, South Carolina and a company known to the county as Project MCPEND, to provide for certain Special Source Revenue or Infrastructure Credits. (Project MCPEND) Mr. Burriss Nelson (allotted 5 minutes)

d. 2019-037: An ordinance to amend an agreement for the Development of a Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park (Project MCPEND) Mr. Burriss Nelson (allotted 5 minutes)
e. **2019-038**: An ordinance to authorize Anderson County to obtain a loan from the Brownsfields Revolving Loan Fund administered by the Catawba Regional Council of Governments for environmental cleanup at the Toxaway Mill Site and the Pelzer Lower Mill Site.  

   Mr. Rusty Burns (allotted 5 minutes)

f. **2019-039**: An ordinance authorizing the sale of all Real Property owned by Anderson County, South Carolina, acquired by deed from One World Technologies, INC., and also known as the Pickens TTI Site to Empire Properties, LLC.  

   Mr. Rusty Burns (allotted 5 minutes)

8. **ORDINANCE FIRST READING**:  
   a. **2019-040**: An ordinance (1) authorizing pursuant to Title 4 of the Code of Laws of South Carolina1976, as amended, including Sections 4-1-70, 4-1-175, and 4-29-68 thereof, and Article VIII, Section 13 of the South Carolina Constitution the, execution and delivery of an Infrastructure Credit Agreement, by and between Anderson County, South Carolina, and a company known to the County as Project Swan, to provide for certain Special Source Revenue or Infrastructure Credits; (2) authorizing the receipt and administration of a State Grant for the benefit of the project; and (3) other related matters. (Project Swan)  

   Mr. Burriss Nelson (allotted 5 minutes)

   b. **2019-041**: An ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park. (Project Swan)  

   Mr. Burriss Nelson (allotted 5 minutes)

9. **RESOLUTIONS**: None

10. **ROAD ACCEPTANCE INTO COUNTY INVENTORY**:  
    **Avendell Subdivision**: (Council District 6)  
    Avendell Drive  
    Nevell Drive

11. **REPORT FROM PLANNING AND PUBLIC WORKS HELD AUGUST 14, 2019**:  
    Chairman M. Cindy Wilson (allotted 5 minutes)  
    3. Discussion on rewriting enforcement for storage and noxious businesses in zoned residential areas.  
    4. Review of conservation, design and development measures for the Anderson County Developmental Standards Department.

12. **EXECUTIVE SESSION**:  
    a. Legal matter related to Welpine Sewer Right of Way Acquisition  
    b. Contractual matters related to Pearman Dairy Road TTI Building

13. **APPOINTMENTS**:  
    Library Board- D3, D7  
    Planning Commission- D4

14. **REQUESTS BY COUNCIL**:  
    Cardinal Racquet Club- D1  
    Carolina Elite Soccer Academy-D6  
    Powdersville Fishing Team- D6  

15. **ADMINISTRATORS REPORT**:  
    a. Building and Codes Report  
    b. Special Projects  
    c. Paving Report  
    d. Sheriff’s Report
16. CITIZENS COMMENTS:
17. REMARKS FROM COUNCIL:
18. 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 R2019-034

A RESOLUTION TO HONOR AND RECOGNIZE HONEA PATH 8U ALL-STAR BASEBALL TEAM FOR THEIR EXCEPTIONAL PERFORMANCE AS THE DIXIE YOUTH DISTRICT 1 DIVISION 2 CHAMPIONS AND THE STATE RUNNER-UP OF THE DIXIE YOUTH 2AA COACH PITCH BASEBALL TOURNAMENT; AND OTHER MATTER RELATED THERETO.

Whereas, on Saturday June 1, 2019 the Honea Path 8U All-Star team joined together and began practicing; and,

Whereas, on June 13-15 the team participated in the Dixie Youth District 1 Division 2 Coach Pitch Tournament. The team finished the tournament with a 4-1 record and became the District 1 Division 2 Champions; and,

Whereas, on July 5-9, the Honea Path 8U All-Star Baseball team did play in the Dixie Youth 2AA Coach Pitch Baseball Tournament at the Anderson Sports and Entertainment Center Baseball Complex. The Honea Path 8U All-stars ended the tournament with 4-2 record and became the State Runner up in the 2019 Division 2AA Coach Pitch Tournament earning the invitation and chance to compete in the national tournament; and,

Whereas, during the tournament the team also received the 2019 Sportsmanship Award for displaying the greatest sportsmanship off and on the field; and,

Whereas, on July 26-30, 2019 the team traveled to Ruston, Louisiana to compete and represent South Carolina in the Dixie Youth Baseball Machine Pitch Division 2 World Series. The team finished in 3rd place with a record of 3-3 out of the 8 teams competing in their division. During the tournament the team scored 28 runs in a single game which was the highest score of any game in this series; and,

Whereas, during the tournament the team also competed in various skills competitions such as a home run derby, a round-robin infield competition and a base-running competition. Two players from the team received 1st and 2nd place in the base running competition; and,

Now Therefore, the Anderson County Council is proud to recognize our youth who demonstrate high qualities of sportsmanship, dedication and teamwork. We are extremely proud of all of your accomplishments as you reflect true pride in our community, setting an example for your peers to emulate. We wish you great success in all of your future endeavors.

RESOLVED in meeting duly assembled this 20th day of August, 2019.

FOR ANDERSON COUNTY:

______________________________  ____________________________
Tommy Dunn, Chairman             M. Cindy Wilson
County Council                    District Seven

ATTEST:

______________________________  ____________________________
Rusty Burns                        Lacey A. Croegaert
County Administrator               Clerk to Council
ANDERSON COUNTY COUNCIL

SPECIAL PRESENTATION MEETING

AUGUST 6, 2019

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
BRETT SANDERS
CRAIG WOOTEN
CINDY WILSON
JIMMY DAVIS

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
CELIA MEYERS
TOMMY DUNN: At this time I'd like to call to order the August 6th council meeting, the part we do proclamations and resolutions. I want to welcome each and every one of you here and thank you for coming. We've got one out of town and one on the way. He's running late, got tied up in traffic. It's 6:00. We've got a quorum here so we're going to get going.

The first on the agenda tonight will be Resolution R2019-031. Ms. Wilson, please.

CINDY WILSON: Thank you, Mr. Chairman. I'll read it.

WHEREAS, Dr. Ronnie L. Booth recently retired from Tri-County Technical College after sixteen years of service as President, stating, "Making a tangible and measurable difference in so many lives is certainly what I will miss the most"; and

WHEREAS, under Dr. Booth's leadership, Tri-County Technical College has become a critical partner for Anderson County in recruiting industry, most recently cited by Arthrex, a medical device company slated to employ 1,000 people within five years, as one of the top reasons they chose to locate in Anderson County; and

WHEREAS, Dr. Booth led the establishment of several groundbreaking initiatives that are now models in South Carolina and nationally, including the nationally-recognized Bridge to Clemson program with Clemson University; the Connect to College program for high school dropouts, a second-chance opportunity to obtain a high school diploma; the highly successful Technical Career Pathways program, which allows high school students to earn a college certificate in a technical area before graduating from high school, creating a seamless pathway to continue at the post secondary level and/or enter high-demand careers in manufacturing; the first of its kind Michelin Manufacturing Scholars program; the first in South Carolina I-BEST Manufacturing Pathway Program for under-resourced adults; and the first in the state "LPN to Professor Initiative" creating a seamless pathway from Licensed Practical Nursing to master's degree options that lead to teaching at the College or University level; and

WHEREAS, Dr. Booth is married to Sara Booth; they have two adult daughters, Ashley and Erin, and two granddaughters; and Dr. and Mrs. Booth make their home in Anderson.

THEREFORE BE IT RESOLVED, to take effect and be in force immediately upon enactment, in meeting duly assembled this sixth day of August 2019, that we in Anderson County are grateful to Dr. Booth for his lifetime of service and hereby recognize and honor his
many contributions to the community, which will sustain
his legacy for decades to come.

And I put that in the form of a motion, please, sir.

TOMMY DUNN: Have a motion Ms. Wilson; have a second?

CRAIG WOOTEN: Second.

TOMMY DUNN: Second Mr. Wooten. Any discussion? Mr. Wooten.

CRAIG WOOTEN: I would like to echo some of those comments just having known Dr. Booth over the last fifteen years. My wife, you know, was able to attain a second degree at Tri-County Tech. I took courses there and it made an impact in our lives. And we saw where it made an impact in friends of ours lives. You know, they say personnel is policy. And he is the right personnel to lead the technical college and the policy throughout made an impact in the community. They really met people where they were and they helped them. It was a testament to his leadership. So I really appreciate your service.

TOMMY DUNN: Anyone else?

CINDY WILSON: I believe this resolution doesn’t quite do us -- do Dr. Booth justice, but we are eternally grateful. You’re much copied nationwide. I even knew that from the state of Georgia coming over to emulate and design their technical school system pattern after our Tri-County system. They came here and looked at Tri-County Tech and went back to Georgia and built theirs very much like this. We’re grateful. Thank you.

TOMMY DUNN: Anyone else?

BRETT SANDERS: Yes, sir.

TOMMY DUNN: Mr. Sanders.

BRETT SANDERS: I’d just like to say that Anderson County’s partnership with Dr. Booth and Tri-County Tech has been a true asset and will continue to be an asset on economic development, as well as community development. He will be missed. And I personally, and council, I’m sure, look forward to continuing our partnership with Tri-County Tech. Thank you.

TOMMY DUNN: Thank you, Mr. Sanders. I’d just like to recognize former Councilman Tom Allen here from District 4. Glad to have Mr. Allen here. I know he come here for this. He worked very much, too, with Dr. Booth. I’d just like to add -- echo what my fellow councilmen has said and also say that we’ve got a lot of young folks and people’s got jobs now and able to get good jobs because of the partnership with Tri-
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1 County Tech under Dr. Booth’s leadership. That’s always been my goal. When I first run for county council, I was hoping young people wouldn’t have to leave Anderson to get a good job if they didn’t want to. And so that’s -- he’s been an excellent. Dr. Booth extended his hand to the new council over ten years ago, give us, I think, a little bit of legitimacy, helped us out through some tough times, helped us bring in some very good major players in the industry world. The list goes on and on what he’s done. He’s left in good hands Tri-County Tech has been, as Ms. Wilson said, a role model and will continue to be setting standards for all our technical universities. And Dr. Booth, it was not just a job to him; it was a passion, and I really appreciate it. And having been out with him on some recruiting trips a couple of times we’ve run into some of his students. He had a passion for them and you could see it. It was not put-on. And I appreciate it. I hope Dr. Booth gets real bored in retirement soon and comes back and we can find him something to do here in Anderson County. Appreciate that.

All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Dr. Booth, if you could come down.

PRESENTATION OF RESOLUTION

TOMMY DUNN: Dr. Booth, if you’d like to say a few things. I don’t want to put you on the spot.

DR. BOOTH: It’s nice to know that on one day in my life somebody liked me.

CINDY WILSON: Just a big thank you. And we won’t let you stray too far.

DR. BOOTH: Not going anywhere. We love it here.

APPLAUSE

TOMMY DUNN: At this time we’ll be moving on to Item 2(b), R2019-032. Councilman Craig Wooten.

CRAIG WOOTEN: Thank you, Mr. Chairman.

THIS IS A RESOLUTION TO ENDORSE AND SUPPORT THE AMERICANS WITH DISABILITIES ACT (ADA), CELEBRATING ITS 25TH YEAR OF ENACTMENT; ENCOURAGING ALL RESIDENTS AND BUSINESSES TO RECOGNIZE ITS IMPORTANCE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County supports the Americans with Disabilities Act (ADA), which prohibits discrimination based on actual or perceived disability and guarantees that people with disabilities have the same opportunities as everyone else to participate in the mainstream of American life.
WHEREAS, the Americans with Disabilities Act (ADA) was signed into law on July 26, 1990 by President George H.W. Bush and is celebrating its 25th year of enactment;

WHEREAS, Anderson County is committed to enforcing policies that adhere to Title II of the ADA which applies to State and Local Government entities, ensuring all people have access to services, programs and activities offered by Anderson County;

WHEREAS, Anderson County strongly encourages all businesses to commit to Title III of the ADA which prohibits discrimination on the basis of disability and requires places of public accommodation and commercial facilities to be designed, constructed and altered in compliance with the accessibility standards;

WHEREAS, Anderson County is committed to providing accessible services and programs and arrange for requested reasonable accommodations;

WHEREAS, Anderson County provides a grievance policy to allow instances of discrimination under Title II to be reported and appropriate corrective measures prescribed;

NOW THEREFORE, BE IT RESOLVED that Anderson County will undertake efforts, including, but not limited to, this resolution to make its citizens aware of their rights under the Americans with Disabilities Act (ADA) and to deter discrimination in any form;

1. Where appropriate, Anderson County staff shall use best efforts to enforce existing policies, provide guiding principles and create operating practices so that County facilities and programs are planned, designed, constructed and operated to make accessibility a part of Anderson County planning and programming;

2. Where appropriate, Anderson County staff shall use best efforts to plan for, design, construct and operate all new County facilities and programs to provide accessibility for persons of all abilities;

3. Where appropriate, Anderson County staff shall use best efforts to incorporate ADA Design Guidelines and Universal Design principles into strategic planning, plans, manuals, rules, regulations and programs.

I put it forth in a motion to adopt it this 6th day of August, 2019.

TOMMY DUNN: Have a motion Mr. Wooten; second Ms. Wilson. Now any discussion? Hearing and seeing none, all in favor of the motion show of hands.
Opposed like sign. Show the motion carries unanimously.

Moving on now to Item number (c), Proclamation.

Councilman Brett Sanders.

BRETT SANDERS: Yes, sir, Mr. Chairman. I’m going to have to read it off this. I can’t find my paper here.

THIS IS A PROCLAMATION DECLARING August 4th THROUGH THE 10TH, 2019 ANDERSON COUNTY FARMERS MARKET WEEK

WHEREAS, Anderson County farmers and ranchers provide citizens with access to healthful, locally, and regionally produced foods through farmers markets, which are expanding and evolving to accommodate the demand for a diverse array of agricultural products; and,

WHEREAS farmers markets and other agricultural direct marketing outlets provide infrastructure to assist in the distribution of farm and value-added products, thereby contributing approximately $9 billion each year to the U.S. economy; and,

WHEREAS farmers markets serve as significant outlets by which small to medium, new and beginning, and veteran agricultural producers market agricultural products, generating revenue that supports the sustainability of family farms and the revitalization of rural communities nationwide; and,

WHEREAS the Anderson County Council recognizes the importance of expanding agricultural marketing opportunities that assist and encourage the next generation of farmers and ranchers; generate farm income to help stimulate business development and job creation; build community connections through rural and urban linkages; and more;

NOW, THEREFORE, to further awareness of farmers markets' contributions to Anderson County life, we, Anderson County Council do hereby proclaim the week of August 4-10, 2019, as Anderson County Farmers Market Week, in conjunction with the observance of National Farmers Market Week. We call upon Anderson County citizens to celebrate farmers markets with appropriate observance and activities.

Proclaimed this 6th day of August, 2019.

Put that in the form of a motion.

TOMMY DUNN: Have a motion Mr. Sanders; second Ms. Wilson. Mr. Burns, you have any comments?

RUSTY BURNS: Mr. Chairman, we have Adam from the farmer’s market here if council could come down and present that to ---

TOMMY DUNN: We’ve going to vote first.
Anybody got anymore discussion?

CINDY WILSON: Just go buy more fruit and vegetables.

TOMMY DUNN: Yeah. I would like to say I appreciate the farmer's market and all the staff and their hard work they do helping out, the farmers out, and local people, too. Appreciate it. All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

PRESENTATION OF PROCLAMATION

RUSTY BURNS: Adam does a great job at the Farmer’s Market. He’s there every time and he’s there on Saturdays. And Adam has more children than the little ole lady who lived in a shoe. So Adam partakes of all of the fresh fruits and vegetables at the Anderson County Farmer’s Market. And we appreciate the great job that you do for Anderson County.

APPLAUSE

INAUDIBLE COMMENTS

RUSTY BURNS: And our council insisted on that Anderson County have an ADA Compliance Officer, and this is Ms. Celia Boyd. Celia do you want to go to the middle? And she works night and day to make sure that our county is ADA compliant and above. And she works very, very hard. And she has a deep passion for this activity. And we just want to thank her and acknowledge her for everything she does.

APPLAUSE

TOMMY DUNN: This will conclude this part of our council meeting. We’ll reconvene back here at 6:30 for our regular council meeting.

(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:17 P.M.)
State of South Carolina  
County of Anderson  

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
AUGUST 6, 2019  

IN ATTENDANCE:  
TOMMY DUNN, CHAIRMAN  
BRETT SANDERS  
CRAIG WOOTEN  
CINDY WILSON  
GRACIE FLOYD  
JIMMY DAVIS  

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
CELIA MEYERS
TOMMY DUNN: At this time I’d like to call the August 6th regular county council meeting to order. Want to welcome each and every one of you here tonight. Thank y’all for coming out to the council meeting.

At this time I’d like to ask Councilman Wooten if he’ll lead us in the invocation and pledge of allegiance. If we’d all rise, please.

INVOCATION AND PLEDGE OF ALLEGIANCE BY CRAIG WOOTEN

TOMMY DUNN: At this time are there any changes or corrections to be made to the July 16th council meeting? Anybody have any? Do we have a motion to move these forward?

JIMMY DAVIS: So moved.

TOMMY DUNN: Motion Mr. Davis; second Ms. Wilson to accept the minutes as presented. All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

At this time Mr. Harmon will call your name. You have three minutes to speak on agenda matters only at this time and address the chair, please. Mr. Harmon.

LEON HARMON: Mr. Chairman, we have one citizen signed up; Richard Pendino.

TOMMY DUNN: Mr. Burns?

RUSTY BURNS: Sir?

TOMMY DUNN: Would you go back there and talk to that lady in the blue. I think she might have signed the wrong piece of paper, or he might have signed the wrong piece of paper. Go ahead, you’ll be fine.

RICHARD PENDINO: I might have signed the wrong piece of paper, too. I was signing to speak on the ordinance of the Cartee Road. I don’t know if that’s ---

TOMMY DUNN: That’s on the agenda so you can speak to it now. And it’s also a public hearing and you can speak then. Whatever you like; okay?

RICHARD PENDINO: Well, my thing is Cartee Road is really a dead-end road that starts on the exit ramp of Interstate 85; exit 114 there and all. So it’s not a road that has good access and all. In fact to me it’s kind of dangerous access because when you come off Cartee Road, you’re on the exit ramp of 185 and I’ve seen several times there’s been sort of accidents there because -- not accidents, but close accidents because people are confused when they come off and they don’t realize there’s a road there and so forth. And I don’t think it would be a good idea to rezone that area from residential to commercial. Because if you have commercial then you’re going to have an awful lot of
traffic on the road that’s going to be exiting onto
that exit ramp of Interstate 85. So I don’t think
that’s a good idea.

TOMMY DUNN: Yes, sir. Thank you.

Step forward and state your name for the record,
please.

STANLEY GAINES: Yes. I’m Stanley Gaines.
I’m here representing the hardworking taxpaying
neighbors of Woodmont Circle where we have a house
there ---

TOMMY DUNN: I’m sorry. What you’re
going to talk about -- we’ve got rules we have to go
by. You can speak at the end -- there’s a place for
that at the end of the meeting. We have two public
speaking. This ain’t on the agenda, what you’re going
to speak about, so you have to wait until the last of
the meeting, but you can talk; okay?

STANLEY GAINES: Thank you.

TOMMY DUNN: Thank you. Anyone else?

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

TOMMY DUNN: Moving on to Item number 5,
recording of meetings. Councilman Davis. Councilman
Davis.

JIMMY DAVIS: Thank you, Mr. Chair. I’ll
be real brief on this. As we’ve gone through, for lack
of better words, my inexperience on council and
learning my way around, I’ve noticed that sometimes we
have a lag time in how we get, whether it be
transcripts or minutes from certain meetings. And I’d
just like to bring the attention to my fellow council
folks and the county staff. I think it’s time where
technology is in the world today that I think we should
look into maybe improving our technology and how we
record and offer those transcripts of those meetings.

And I’ll give you one example. There was a recent
Board of Appeals meeting not quite a month ago that we
just got the transcript on Monday. And this is
something that I think we could do a better job of.
And I would like to see if we could form some type of
study that we could find better ways to record and be
able to access both the transcripts and/or minutes in a
more expeditious manner. That’s all I have. Thank
you, Mr. Chair.

TOMMY DUNN: Thank you, Mr. Davis.

Mark, would you like to say a few words of what you’ve
got in the works just so the council members -- because
we have addressed this and asked you to look at this
and what you’ve been doing. Would you mind stepping up
to the mic just to ...
MARK WILLIAMSON: Mr. Chair and Mr. Davis, I will be glad to take a look into this. I'll be glad to take a look into it from a technology standpoint. I think some of what we're experiencing right now is the microphone use in some of those meetings. But we've got a plan for the next meeting to have our person sit in to see what's going on, make some observations, make some suggestions after that. We can use the standing mic just the same as Ms. Floyd has. All those are rewired now. They can be ported directly into the system. If that fails then we'll go to another option. I've got some ideas.

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: Are we talking about ... Planning Commission meetings or any meeting.

TOMMY DUNN: We're talking about like Chair, does this apply to all of our meetings that we have?

TOMMY DUNN: Yes, ma'am.

GRACIE FLOYD: Okay. We don't get minutes from a lot of the meetings that are held. We agreed at the beginning of the year that we were going to follow the Robert's Rules of Order. And according to the Robert's Rules we are supposed to get agenda meeting minutes. We're not getting them. We have people who are in charge of the meetings come back to us and give an oral report of what happened, but that's not cutting it. We need to have agenda items meetings in writing so that we, too, can keep up with what's going on in these meetings when we are not on the board -- not on the ... Committee.

GRACIE FLOYD: Who said that? Committee, that's it, yeah. But if we're not on the committee we need to have minutes. And if you can work with that, I'd appreciate that, too. Thank you.

TOMMY DUNN: Thank you. Thank you, Mark. Appreciate it.

Moving on to Item number 6, ordinance third reading. This will be 6(a), 2019-025, an ordinance imposing a prohibition on certain motor vehicle traffic on Ballard Road. This will be a public hearing. Anyone wishing to speak on this matter, please step forward and state your name and district and address the chair, please. Anyone at all? Seeing and hearing none, the public hearing will be closed. Do we have a motion on the floor?

CINDY WILSON: So moved.
CRAIG WOOTEN: Second.

TOMMY DUNN: Ms. Wilson makes a motion to move this forward. Mr. Wooten seconds it. Now, discussion? Hearing no discussion all in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Moving on to item number 6(b), 2019-026, an ordinance imposing a prohibition on certain motor vehicle traffic on Camelot Forest. Be Districts 3 and 7. Be a public hearing. Anyone wishing to speak to this matter, please step forward and state your name and district and address the chair, please. Anyone at all? Seeing and hearing none, the public hearing will be closed. Do we have a motion to move this forward?

CINDY WILSON: So moved.

TOMMY DUNN: Motion Ms. Wilson. Do we have a second?

JIMMY DAVIS: Second.

TOMMY DUNN: Second Mr. Davis. Are there any discussion? Hearing and seeing none, all in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Moving on to item number (c), 2019-027, an ordinance imposing a prohibition on certain motor vehicle traffic on Murphy Road on the southbound lane only. District 7. This will be a public hearing. Anyone wishing to speak to this matter, please step forward and state your name. Address the chair, please. Anyone? Seeing and hearing none, the public hearing will be closed. Do we have a motion to move this forward?

CINDY WILSON: So moved.

TOMMY DUNN: Motion Ms. Wilson. Do we have a second?

JIMMY DAVIS: Second.

TOMMY DUNN: Second Mr. Davis. Any discussion?

GRACIE FLOYD: Yes.

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: Mr. Chair, I notice that this is the third -- is this the third reading on all of those?

TOMMY DUNN: Yes, ma’am.

GRACIE FLOYD: Could you please explain to me again, and maybe to the audience who could be interested, why are all of these roads being -- are they being closed or just something that’s going on with them?

TOMMY DUNN: No, ma’am. They’ve had trouble over there with big trucks going down these
roads and they’ve pulled some power lines down. A
couple of them has went off in ditches. They’re not
made for it, and they’ve had several complaints. I
think they’ve had several meetings over there with the
neighborhood. I think several of the trucking
companies was involved in this and they agreed to these
stipulations on these roads.

GRACIE FLOYD: Okay. So they won’t be
allowed to do that anymore?

TOMMY DUNN: That’s right.

GRACIE FLOYD: So what are they going to
-- is there another route for them to travel?

TOMMY DUNN: Yes, ma’am. They’ll have
to move on down or on up, going down on like a highway.

GRACIE FLOYD: Okay. Good. Thank you.

TOMMY DUNN: Yes, ma’am. Anymore
discussion? All in favor show of hands. Opposed like
sign. Show the motion carries unanimously.

Moving on to item number 7(a), ordinance second
reading, 2019-030, an ordinance amending Ordinance
number 99-004, the Anderson County Zoning Ordinance, as
adopted July 20, 1999, by amending certain sections of
the zoning Ordinance text, specifically Chapter 70,
Article 4, Chapter 70, Article 9, Section 5.2 and 5.3,
and Chapter 70, Article 10, Section 2 to reconstitute
the Zoning Advisory Groups. Two things.

LEON HARMON: Mr. Chairman, I’m sorry to
interrupt, but I think you missed 6(d).

TOMMY DUNN: I did. I was making sure
you was paying attention. You are. Good. We’re
paying you enough keep me straight.

We’re moving on to 6(d) or back to 6(d), I should
say, and that will be 2019-028, an ordinance imposing a
prohibition on certain motor vehicle traffic on Stoney
Brook Road. This will be a public hearing. And just
for the record, I know Mr. Burns woke you up and told
you to tell me that. He wouldn’t tell me himself, what
you call it. This will be a public hearing. Anyone
wishing to speak to this, please step forward and state
your name and district. Address the chair, please.
Anyone at all? Seeing and hearing none, public hearing
will be closed. Do we have a motion to move this
forward?

CINDY WILSON: So moved.

TOMMY DUNN: Motion Ms. Wilson. Do we
have a second?

BRETT SANDERS: Second.

TOMMY DUNN: Second Mr. Sanders. Now,
discussion? Hearing none, all in favor of the motion
show of hands. Opposed like sign. Show the motion
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carries unanimously.

Now, going back to number 7(a). I’m not going to read all that again for the record. Mr. Harmon, would you just highlight that, or Dr. Parkey, one, what this ordinance is for the folks out there that might not know. Dr. Parkey?

JEFF PARKEY: Sure, Mr. Chair, thanks.

Again, second reading on this ordinance to just make an adjustment to our zoning advisory groups, which we’ve had some difficulty with their meetings. We worked with the PPW Committee to reorganize how the Zoning Advisory Groups would work. When a new voting precinct zones, a council member would have the opportunity to make recommendations to appoint a Zoning Advisory Group that would advise them on zoning matters and it would be handled as an internal advisory and information group. And Planning Commission approved this at their -- recommended approval at their June meeting. And I can answer any further questions.

TOMMY DUNN: Do I have a motion to put this on the floor?

CINDY WILSON: So moved.

TOMMY DUNN: Motion Mr. Sanders; second Ms. Wilson. Now discussion? Do y’all have any questions for Dr. Parkey or any comments? All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously. Thank you, Dr. Parkey.

Going to be item number 7(b), 2019-031, an ordinance to amend Section 59-23, Titled Speed and Traffic Volume, of the Code of Ordinances, Anderson County, South Carolina so as to change the standard for determination that a speeding problem exists.

Before we go any further, Mr. Hopkins, do you mind to come down and speak to this so everybody will know what we’re voting on. This is on the speed bumps.

HOLT HOPKINS: What we’re trying to do is, I guess, better reflect what the perception is of these neighbors speeding. What we’re doing, currently we discard the top fifteen out of a hundred speeders. We don’t pay attention -- that’s how we set speed limits and other things. We’ve always got a few that are just off the charts. By changing this percentile from eighty-five percent to ninety-five percent, we will take into account ninety-five percent of the people, how fast they’re going. In reality what that’s going to do is make a lot more neighborhoods eligible for speed humps. Where right now if everybody else drives pretty good, about thirty miles an hour, which is five miles over the speed limit, but you get two or three that are doing fifty, sixty, in some of these
neighborhoods, we’ll get closer to catching those and being able to qualify the neighborhood for ...

TOMMY DUNN: Mr. Hopkins, if you would, too, just the criteria percentage of the people on that road that’s got to vote for it, sign up for it.

HOLT HOPKINS: It stays the same.

TOMMY DUNN: That’s right.

HOLT HOPKINS: It’s still seventy-five percent have to agree to it. They have to help pay for it. And we still have to pick safe areas to place them. This just allows us to take into account upper limits of the speeders that are going through there.

TOMMY DUNN: In other words, the staff feels like some has slid through the cracks on some roads and not been able to take care of it.

HOLT HOPKINS: I think some had a legitimate complaint, but they would miss it by one mile an hour. This will change that because we’ll be including some of the high speeders.

TOMMY DUNN: Thank you. Do we have a motion to move this forward?

JIMMY DAVIS: So moved.

CINDY WILSON: Second.

TOMMY DUNN: Motion Mr. Davis, second Ms. Wilson. Now discussion? Thank you, Mr. Hopkins. All in favor of the motion, show of hands. Opposed like sign. Show the motion carries unanimously.

Moving on to item number 8(a), ordinance first reading, be 2019-032, an ordinance to amend the zoning map to rezone plus or minus 9.75 acres from R-20 single family residential to C-2 highway commercial at Cartee Road and I-85. District 4.

This will be a public hearing. Anyone wishing to speak to this matter ---

BRETT SANDERS: Mr. Chairman?

TOMMY DUNN: Yes, sir, go ahead, Mr. Sanders.

BRETT SANDERS: Based on -- the company that is -- or LLC that is working on this project, I have ...

TOMMY DUNN: There you go.

BRETT SANDERS: The company that’s working on this project is a company that my company has done business with in purchases and in sales. And I think I need to recuse myself.

TOMMY DUNN: You just don’t want no appearance of impropriety.

BRETT SANDERS: Right, sir.

TOMMY DUNN: So you recuse yourself.

Thank you, Mr. Sanders.
BRETT SANDERS: Yes, sir.

TOMMY DUNN: We’ll go into a public hearing. Step forward and state your name if you want to address this matter; and your district. Address the chair. Dr. Parkey, do you want to get us started off before we go into public hearing; talk a little about this?

JEFF PARKEY: Thank you, Mr. Chair. Yes, this request is to rezone a portion of that property on Cartee Road from R-20 which is the residential twenty thousand square foot lot minimum district to C-2 which is our highway commercial district. It’s on Cartee Road at Exhibit 14 with 187 and I-85. The applicant’s purpose for the request is to make the entire parcel C-2 commercial. Staff recommended approval of the request. The Zoning Advisory Group did meet on July the 3rd and also recommended approval. The Planning Commission met on July 9th and recommended denial of the request. That’s all I have. Thank you, Mr. Chair.

TOMMY DUNN: Thank you, Dr. Parkey.

Anyone have any questions before we get started for Dr. Parkey?

GRACIE FLOYD: I do.

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: My microphone is playing -- I don’t know what it’s playing, but we have to do the best we can. Dr. Cartee -- excuse me. You.

TOMMY DUNN: Dr. Parkey.

GRACIE FLOYD: It’s easier to say Jeff.

What did you say at the end? You kind of like went down towards the end. The first committee accepted it and the second committee refused it?

JEFF PARKEY: Yes, ma’am. Staff recommended approval. The Zoning Advisory Group recommended approval. And the Planning Commission recommended denial.

GRACIE FLOYD: All right. Mr. Chairman, may I go on, please?

TOMMY DUNN: May you what?

GRACIE FLOYD: May I go?

TOMMY DUNN: Yes, ma’am. Go ahead.

GRACIE FLOYD: Thank you. Do you know what deja vu is? Yeah, you know what deja vu is. It’s some kind of language, it’s not ours, but it means something like all over again. On May the 18th, 2005, do you realize that we were right where we are now on the same street, the same thing? Do you realize that? Do you realize then that we had a hard time then trying to decipher what was going on and who did what and why. I know that right now and then it was zoned, Mr. Chair,
as a residential community; okay? And even back then
in 2005 they were trying to change it from residential
to commercial, as they are doing now. Am I right?
Okay. I remember the vote was -- I don’t remember
anything, but I was told the vote was five to two and
that it did not -- did it go then, Dr. Parkey?
Evidently it didn’t pass; did it not?
TOMMY DUNN: No, ma’am.
GRACIE FLOYD: It didn’t pass then. Okay.
So here we find ourselves back in 2019, we’re all
supposed to be grown up a little bit. We’ve got the
same problem, same thing going on. Dr. Parkey, why?
JEFF PARKEY: All I can address, Ms.
Floyd, is the existing request. I simply know that the
applicant brought this request forward to change the
zoning on that portion of the parcel.
GRACIE FLOYD: Was it -- is it the same
applicant?
JEFF PARKEY: I’m not aware of that.
GRACIE FLOYD: Does anybody know? Do you
know?
TOMMY DUNN: No, ma’am. I don’t know if
it’s the same one or not.
GRACIE FLOYD: Well, anyway, here we are
back again. And what we did that time, we kind of
looked at the integrity of the community and what they
were trying to do there. And they were trying to keep
their community as it is, a community. I think, Ms.
Wilson, you and I -- do you remember that? Okay. You
and I voted, you know, in favor of the residents. Do
you know why we’re back at the same thing again?
CINDY WILSON: I just read the agenda
packet, and I’ve had one of the neighbors to call me.
GRACIE FLOYD: Okay. All right. Well, I
started getting phone calls about this, oh gosh, I
don’t remember what night now, but I did get some phone
calls about this from the residents. They still don’t
want it, Mr. Chairman. That’s how many years apart,
from 2005 to 2019, do you ---
TOMMY DUNN: About fourteen.
GRACIE FLOYD: How many?
TOMMY DUNN: About fourteen.
GRACIE FLOYD: Fourteen years later we
have the same thing, same problem, same people, and
they still don’t want it.
TOMMY DUNN: Thank you.
CRAIG WOOTEN: I have a question for Dr.
Parkey.
TOMMY DUNN: Go ahead.
CRAIG WOOTEN: Dr. Parkey, you had said
that staff originally approved, subsequently the Zoning Board made up of citizens that approves, then Planning Commission denied. From a staff perspective, can you say why you approved and do you have any commentary from Zoning and Planning of why it changed from the original staff position? Typically we see these things sort of come through uniform. I didn’t know there was commentary from the lower boards.

JEFF PARKEY: The staff's recommendation for approval is based on the fact that, I guess a few things, there is commercial, as well as residential zoned property surrounding this parcel. It is located just at the exit 14 of I-85. And we’re aware of sewer expansion planned. So I think those elements are the basis for the staff’s recommendation. As far as the -- and then the Zoning Advisory Group also recommended approval. I think at the Planning Commission meeting a number of residents attended and shared their comments and concerns. The applicant himself was also present and shared his comments. And so I think the Planning Commission, in taking all of those details into consideration, made a recommendation for denial that night.

TOMMY DUNN: We’ll go into the public hearing now.

JIMMY DAVIS: Mr. Chair.

TOMMY DUNN: Yes, sir.

JIMMY DAVIS: Dr. Parkey, I noticed on the (unintelligible) that staff recommendation, and this may help you, Mr. Wooten, is through the compatibility with the character of the area and the infrastructure planned staff recommends approval of the request. But also on the front part of this you mentioned, Dr. Parkey, the county’s comprehensive land use map that that identifies that area as commercial and residential; is that correct?

JEFF PARKEY: That’s right; yes, sir.

JIMMY DAVIS: I just wanted to be clear on that. Thank you, Mr. Chair.

TOMMY DUNN: Thank you. At this time we’ll go into a public hearing. Anyone wishing to speak to this matter please step forward, state your name, your district and address the chair.

MICHAEL THOMPSON: Mr. Chairman, members, my name is Michael Thompson. I’ve lived at 1166 Cartee Road for four years. My wife and myself moved here from Denver, Colorado. So I wasn’t here back years ago when this was discussed, but I think I have a good idea of the current situation. If I may just take a moment, I’d like to explain a little bit about the area.
It was discussed that this area is both a commercial and a residential property. When I look at the 2016 future use map that the Planning Commission puts together, it shows that the current split of this particular piece of property is right in line with the way it’s mapped. In other words, the portion that was determined to be deemed commercial is within that 2016 use plan. And the portion that’s outside of that is the portion that is currently marked residential. So if I could give the county an attaboy, I think it was done correctly the first time around several years ago.

Now, we love this piece of property because we have access to the lake, but we can also walk our dogs around our neighborhood. And we don’t have sidewalks, so we walk on the street. And we have a very safe neighborhood because this particular piece of property is at the very end of Cartee Road. Now, you’re talking about fifty to sixty houses in a cul-de-sac or in a loop and then some cul-de-sacs in another little division out to the side. And these residential properties, I think, and based on my four years of experience, enjoy a very peaceful and a quiet neighborhood, a safe neighborhood without conflict and without any theft and issues that typically come in a large neighborhood. One of the reasons that occurs is because Cartee Road, even though it sounds like it’s a major thoroughfare, it’s nothing more than a driveway that gets us back to these houses. There’s no through traffic. The only traffic that’s on the road are residents, the people that come there to serve those residents, to do law work, maintenance, whatever, school buses, and some buses for senior citizens for daycare type services and so forth. So it’s a very nice community for residents.

This piece of property is a nine-acre triangle and the long end of that triangle is a buffer zone, if you will, between the (audio change). There are pieces of commercial property, only one of which actually has access to Highway 187. And Highway 187 there’s a large commercial property in this twenty-five acres; fifteen of it is commercial. My mouth is so dry I can hardly talk. Excuse me. But the portion of this is already identified as commercial. If you’ll look at the maps and the drawings of this area you’ll see that we have access -- they are viewable from the interstate. One of them has access to Highway 187 and this piece of property does not.

So this piece of property acts as a buffer. And it actually keeps traffic from coming into our neighborhood that don’t need to be there. And I don’t
think you’re going to find anybody that has an issue
with the pieces that are already identified as
commercial being used in a commercial purpose. And I
know that there’s a lot of pressure to develop the
area. Obviously there’s a new sewer system that’s
going to be brought out to that area. And it makes
perfect sense that this property has some potential for
the county. But it doesn’t need to extend into our
neighborhood to the point that it would be directly
across from homes that are already existing.

The other thing about this road and about this
piece of property is it only has access to Cartee Road.
And as has been mentioned before, Cartee Road only has
one access in and out of our community and that is you
have to go onto the off-ramp from Interstate 85 to 187
and about two-thirds of the way up the ramp you turn
off this side road to get into our development. Now,
that may not sound unusual, but I’ll give you an
example. When I bought the property in 2015, my GPS in
my car told me I had to go all the way to exit 19 at
Clemson Boulevard and turn around and come back to get
to my piece of property. It’s unusual to go down the
wrong direction on an off-ramp to an interstate
highway. I’ve lived in nine states and I’ve never seen
it before.

And the point I’m making is that this is a very
tricky intersection. It’s a very dangerous place to
have to turn for residents, much less for people
wanting to carry on commercial activities. Without a
change to the highway infrastructure, the sewer
infrastructure has no bearing. This is a piece of
property that you can’t bring additional traffic onto
that highway without creating a very dangerous
situation.

When I think of on and off ramps to the interstate
I think, okay, you’ve got two off-ramps and you’ve got
two on-ramps. The off-ramps are the ones that have the
high speed traffic, you know. They have to come off
the ramp. They’ve coming up to Highway 187 unless
they’re very familiar and are paying strict attention
to the couple of little two-way signs, they’re going to
fly right up on that highway without paying any
consideration to the fact that there’s cars coming the
wrong direction down that ramp. And there’s been
accidents there and it’s a treacherous situation. And
because of, you know, Clemson, that’s one of the main
accesses to Clemson, you have a lot of football fans
coming down that highway and all they’re thinking about
is going to the game, not all this traffic going to --
you know, I’m going to face traffic coming in the off-
ramp. The same situation exists because of the huge and wonderful expansion of Green Pond Landing. We have boaters coming from all over the southeast to go to Green Pond Landing that are coming off that ramp. They're not thinking about the fact that, oh, we've got a road turning off to the side and we're going to have traffic that's turning in front of us or, you know, turning across that ramp to get into this home development. It requires some serious consideration to make this piece of property a commercial property. The highway infrastructure does not support it.

So my concern, you know, I'm not against development. I worked for forty years for one of the largest engineering construction companies in this country. I know all about development. But we have to have infrastructure to support development. And it doesn't exist in this case. As the councilwoman said, there's been nothing changed in fourteen years other than the fact that at some point in the future there's going to be a septic line there. That's not sufficient cause to preemptively change the designation of this property.

I mean if the -- the property currently has a for sale sign on it. So that tells me that the people who own it currently aren't planning to develop it. They're planning to sell it and put some profit in their pocket and then let whoever buys it deal with this situation. I would suggest that this issue be dropped until that property does become viable. And someone who wants to put commercial property on it should discuss it with the people of the neighborhood. We have every right to know what's going to be put there. And to make it -- just arbitrarily change it to commercial property and allow, you know, businesses that we don't need, and you know what I'm talking about, we don't need alcohol sales, we don't need massage parlors. We don't need those kinds of things in our neighborhood.

Right across 187, the opposite side of the street we had a Hickory Point gas station and a convenience store. It's out of business. The gas tanks have been removed from the ground. Obviously it didn't make it, so to speak. There's a hotel across Highway 187, a Budget Inn. All you have to do is look at Travel Advisor and look at the fact that there's been seven terrible comments out of eleven that tells you a little bit about that piece of property. Nobody wants that in their neighborhood. All I'm suggesting is that before we make an arbitrary decision to make this a commercial property so that whatever can be built there, let's
keep it the way it is and if a piece -- if a developer
legitimately wants a business there and wants to have a
neighborhood that supports them, let them come and tell
us what they're going to do and then we can decide.
And maybe you won't have anybody complaining against
it. In fact, we may all be voting in favor of it.
Thank you very much.

APPLAUSE

REBECCA COFFEE MOSES: Good evening. My name
is Rebecca Coffee Moses and I live on Cartee Road. I
think that's District 4. I'm not really sure what the
district is. Before I say what I have to say, I do
want to thank y'all for letting us speak because it's
something that many of us feel passionate about.
Several of our neighbors weren't able to come tonight
and it really means a lot that you are willing to hear
us out.

TOMMY DUNN: That's your right. You
ain't got to thank you.

REBECCA COFFEE MOSES: I do appreciate it.
And I wrote my stuff down because I was afraid I'd get
nervous and not be able to say what I needed to say.
But I've lived in my home on Cartee Road for twenty
years. When we selected the site we did so with our
children in mind. Safety was a top priority and we
purposely chose a small community on a dead end road so
that our children could play with our friends or ride
their bikes, walk the dog, kick a ball, walk for the
school bus across the street, to swim and fish and play
without having to worry about being hit by a car.

Our community is comprised of elderly residents and
young families and most everyone in the neighborhood
has lived there for at least fifteen years. We're
attuned to who comes and goes. We keep an eye out for
one another. It makes us feel very safe. We're a
close community. We spend a lot of time outdoors and
every day several people walk their dogs, work in their
yards, enjoy the lake, ride their bicycles. Basically
we enjoy the peace and tranquility of our neighborhood.

We all chose this place to live because it's on the
outskirts of the city. We chose this dead-end street
because it's safe and it's secluded. Our children can
play here. And we understand that commercial would be
developed up at 187, and I don't think anybody moved in
there thinking that that would not happen. But the
property that the developer is asking to rezone is not
along 187. It's right in our community. None of us is
opposed to growth, but we're concerned that rezoning
the property commercial will encroach on our existing
neighborhood and infringe on our abilities to enjoy the
property that we purchased.
Several concerns that I’d like you to consider
before casting your vote is the developer is requesting
the property be rezoned to C-2 commercial. The zoning
-- I had to look all this stuff up because I didn’t
know any of it meant. But the zoning is designed
to provide for the development of commercial lands used
which are oriented to customers traveling by
automobile. The property the developer seeks to rezone
doesn’t abut the interstate or Highway 187. In fact,
it can’t be seen from either location. It doesn’t have
any frontage along the interstate, but instead faces
residential homes. It’s not along a major thoroughfare
and it’s a road that you all classed as a minor local
road in 2015 because it only has one exit and entrance.
This section of Cartee Road draws away and it
doesn’t parallel the interest, and that was the reason
that it was zoned residential to begin with. At every
interchange in Anderson County, no commercial
properties extend deeper than the interstate on-ramp or
off-ramp. That’s as far back as it goes from the road.
The zoning at our interchange does the exact same
thing, but the developer’s request for rezoning would
allow commercial development deeper into our current
residential area than any other interchange in the
county. There’s very little access or frontage for the
property on 187. I think that it’s probably about
thirty or thirty-five yards. And the developer has
placed a retention pond along the property that comes
up to the exit ramp from the I-85 side. I’m very
concerned that he’s asking for the property to be
rezoned in order to have additional access for
commercial vehicles and patrons to enter his property.
There’s only one way in and out of our neighborhood and
I’m concerned that reduced access would be there for
school buses and for emergency vehicles. There are
currently six school buses that travel on Cartee Road
daily. There are three in the morning and three in the
afternoon; one for the elementary school, we have a
handicap bus, and then we also have a high school bus.
They cannot navigate the turns in the narrow roads.
The children must exit the bus at the beginning of the
neighborhood and walk the rest of the way home. I’m
concerned that with the increased traffic it’ll make it
unsafe for them to walk down the road. I’m concerned
that we’ll no longer be safe walking our dogs and
riding our bikes. People don’t attend to the signs.
Every day we compete with somebody who’s trying to hit
us by going up the wrong side of the interest. There’s
a yellow line there where traffic that’s exiting the
interest stays to the right and traffic that’s coming
down our road goes to the left. People ignore that all
the time. And so even if there were signed posted that
it was a residential area people are not going to
adhere to that. We’re going to have increased traffic
in our area.

There’s a high turnover of commercial businesses at
187 and 85. We don’t even have enough demand for two
gas stations. And I know there’s this idea that a lot
of Clemson traffic goes that way. I’ve lived there for
twenty years. Unless we’re playing Georgia Tech nobody
takes 187 to get to the Clemson game. So it’s not as
high demand as there seems to be. And I’m concerned
that businesses will close if more businesses open and
that it will become overgrown, delapidated and that we
will have some issues with that. So I do hope that
whatever is built there, they’re mindful about it.

And finally -- I apologize because this is kind of
long-winded -- but I would like council to consider
creating an overlay zone for our community similar to
that which you developed in 2013 for the Royal American
Road. That’s the frontage road at Exit 19. It was
created to protect the community from the nuisance
arriving from non-residential activity. And it
specifically states that the protection was in the best
interest of the health, safety and welfare of the
citizens.

The ordinance was developed with the clearly stated
intention of providing an environment supportive of
existing housing within the district while permitting
commercial activities to operate in ways that minimize
the impact on residential activities. In justifying
the need for the new overlay, the ordinance recognizes
that a highly visible area directly viewable from I-85,
the Royal American Overlay District, had the potential
to provide commercial activities that could carry with
it significant volumes of traffic. They can actually
be seen from the interstate. We cannot. And we’re in
the same situation where we can have the same issues
happen within our neighborhood.

If it was necessary to protect this said equality
and residential community on the frontage road at exit
19, I think that there’s justification that it would
also be necessary for us.

And then finally, I’m not opposed to growth, but
I’m concerned that the right to enjoy the property I
purchased will be secondary to commercial ventures. I
ask that you listen to your constituents and please
come and see the property yourselves. Don’t be mislead
by the placement of the rezoning notices because
they’re placed at the very beginning of the property. The part they want to rezone goes all the way down to Melia Lane. It affronts houses there and also a little bit of pasture land that they have for goats. You can come and look and see for yourself whether or not there is sufficient access at 187 for commercial property right there to safely be able to support that and see for yourself whether or not it’s really just a way to have a back door into that property while utilizing this very narrow road. And I ask that you please deny the request and keep the property zoned as it is. And I want to thank you all for your time.

APPLAUSE

TOMMY DUNN: Anyone else? Step to the mic.

??: I’m ?? . I live at 1210 Cartee. I can’t beat what they’ve said. It’s beautiful. All I can do is offer you some photographs of Cartee.

TOMMY DUNN: Mr. Burns, will you pass them up if he wants us to see them.

??: Yes, those are yours.

Fifty-three foot trailers have extreme difficulty trying to get into the neighborhood. And when they try to get out of the neighborhood, it’s horrible. In fact, their wheels are in the ditches. And the other part was the silt runoff is bad, which never happened before. So we’re concerned about that. They’ve covered all my bases. I appreciate you hearing us. Thank you.

TOMMY DUNN: Thank you. Anyone else?

APPLAUSE

MIKE MANLEY: Good evening. I’m Mike Manley. I have lived at 1158 Cartee Road for twenty-two years. So I’m kind of the veteran that’s here tonight. In fact, two of the council members were on the council when we did this back in 2005, so we’re kind of sharing this opportunity again. I really can’t add anything to what’s been said from the folks up here. One thing I can say is that we’ve gotten a petition, and in three weeks, out of about fifty-two residences, we’ve already got thirty-eight residences’ signatures. The only reason we haven’t gotten the other ones is people are out of town on vacation, etcetera, but we will soon have those other ones if we need them. I respectfully ask y’all to reject the zoning request. Thank you very much.

TOMMY DUNN: Thank you. Anyone else?

APPLAUSE

TOMMY DUNN: Anyone else?
??: ??. I’ve lived on Cartee Road for about twenty years. We’ve moved over to Garlock Lane now. If you drive out to the intersection that we’re all complaining out tomorrow morning, you’ll say, what’s the matter, because the county just came out last week -- or this week -- and painted the signs real good on the lanes of which way you’re supposed to go. Wait about two months and come out there, you won’t see those arrows on the paint any more and you guess which way you’re supposed to go.

APPLAUSE

TOMMY DUNN: Anyone else? Anyone?

Now’s your chance. Anyone else? Public hearing will be closed. Now, do we have a motion to put on the floor to discuss?

CRAIG WOOTEN: I make a motion to put it on the floor for discussion.

JIMMY DAVIS: I’ll second that.

TOMMY DUNN: Got a motion put on the floor for discussion. Mr. Davis seconds it. Now, open the floor for discussion.

JIMMY DAVIS: Mr. Chair?

TOMMY DUNN: Mr. Davis.

JIMMY DAVIS: Am I looking at this correct? This piece of property, the whole piece of property kind of squares off at the top and points back at the end; is that correct? And ---

CINDY WILSON: Part of it.

JIMMY DAVIS: So the part that they’re asking to rezone is not that whole parcel?

CINDY WILSON: Part of it was already zoned C-2.

JIMMY DAVIS: Okay. That’s the ---

CINDY WILSON: The part that they want to rezone now is kind of the little curved piece.

JIMMY DAVIS: I’m looking at this right here.

TOMMY DUNN: Dr. Parkey, do you mind going over there to Councilman Davis and point that out to him, help you.

CINDY WILSON: It wasn’t real clear in our agenda packet looking at the aerial photographs, just so you’ll know.

JIMMY DAVIS: Am I the only one that needs verification on this?

GRACIE FLOYD: Say it out loud.

JIMMY DAVIS: So the pointed part, for lack of a better words, the pointed part is what they’re trying to rezone. So the part up toward 187 is already zoned commercial. So it’s this whole part
right here.

TOMMY DUNN: Dr. Parkey, if you would, show that to Ms. Floyd, too.

JEFF PARKEY: Ms. Floyd, I’ll try to describe this as best I can. But, yes, the property is an unusual shape and it sort of has a triangular shape to it in kind of the back side of it, which is adjacent to it in the neighborhood. The portion of the property that’s closest to Highway 187 is what’s already zoned C-2.

TOMMY DUNN: Ms. Wilson, do you have any questions of Dr. Parkey?

CINDY WILSON: I don’t have questions of Dr. Parkey. I just -- when it’s time I would like to speak.

TOMMY DUNN: Okay. Let them get where everybody can...

CINDY WILSON: The packet was not clear. The aerial photograph indicated the entire original parcel. And you had ---

TOMMY DUNN: I’ve been up there. I know the property.

CINDY WILSON: Yeah. I do have serious concerns about this; I truly do. It seems that we have to be mindful of property rights on both sides. The person who owns the property and wants to develop it to the optimum for the highest and best use. But you’ve also got to balance the needs of the people who already have huge investments in the property adjoining it; their residential properties. It’s difficult, but not impossible, to marry the two. But we have nothing presented except that the owner currently wants to go to C-2. And commercial activity juxtaposed against residential frequently will infringe on the resident’s legal right to quiet enjoyment. That is a legal right, a legal term. And you have to ask, in addition to that issue, will it devalue the properties adjoining it? And it very well could. I would prefer for this developer to present what he has in mind before I even vote for or against. I mean if it’s something that could marry well into the neighborhood and not create dangerous traffic concerns, then I would be glad to consider it. That’s my concern. Thank you.

TOMMY DUNN: Thank you. Let me just say this. I understand. And zoning is a very, very tough thing. It brings people on both sides, passionate people, no doubt about it. What I would like to see happen tonight, myself, if -- we had something happen, probably not as dramatic to this, but close about a year ago, on the other side of Highway 24, the mini
warehouses. We have to vote on this three times if it passes, to get this to take effect. And if we vote it down, which I know y'all would be glad for that, this can't be brought back up for a year. I would like to at least find out some more information to give him and y'all, I'm not saying -- but I would like some more information in talking to him, the developer, or them; the developers along with y'all and see if something could be worked out or not. If you can't we'll do something else. Like I say, we've got to vote on this again. Instead of just killing it tonight, I'd like to see it move forward for at least a second reading -- second vote to see if we can get some common ground, something worked out. If we can't we can kill it then. That's my recommendation.

CINDY WILSON: Is the developer here tonight?

TOMMY DUNN: He's out of town, I think.

CINDY WILSON: Okay.

GRACIE FLOYD: Mr. Chair?

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: Didn't somebody say out there that there is a for sale sign on the property now. So if the person who put it there should sell it, which hasn't sold, well, when will we know who the real owner of the property is going to be. There's no time ---

TOMMY DUNN: We can find out between now and next -- I plan on finding out, sitting down with the developer and with the people in the community and find out something between now and next vote.

GRACIE FLOYD: But it hasn't been sold yet. Am I hearing ---

TOMMY DUNN: Somebody owns it. The person that's asking for it to be rezoned has got the right to it. I mean owns it. I don't know if they haven't took -- if the person hasn't took the for sale sign down or they're trying to sell it or what not, but that's information to find out.

GRACIE FLOYD: But I understood that the one who owns it is trying to sell it.

TOMMY DUNN: I don't know that to be true.

GRACIE FLOYD: Didn't somebody say that?

TOMMY DUNN: Uh-huh (affirmative).

Yeah.

GRACIE FLOYD: Okay. So it hasn't sold yet? So we don't know what the new seller, we don't know who he is, but we don't know yet what he's going to do there. So it'll take some time.
CINDY WILSON: The concern that we have to have, too, is highway commercial district allows car dealerships, educational institutions, hotels, taverns, recreation buildings and stores permitted. It doesn’t specify. It’s a very broad intensive use. So there has to be protections for the residents.

TOMMY DUNN: No doubt. No doubt. And I mean it’s like one lady brought up about an overlay. That might be something to work in this thing here, work out or something another. But you’ve got to have a start and you’ve got to get people together talking.

CINDY WILSON: So you’re going to recommend that we vote in favor tonight and bring the developer back, along with the people, and find out what he has in mind?

TOMMY DUNN: Yes, ma’am, but not just us. I would like what we done -- Dr. Parkey, if he’s willing to get the developer and the people in the community to have a meeting and sit down, see what’s going on and come back before we vote on it again. We’ve got ---

CINDY WILSON: Okay.

TOMMY DUNN: I mean you can kill it second reading or third reading. It ain’t no trick. I’ll just give everybody -- if this thing is dead tonight, it’s a year. And it might be something another can be worked out and might not be. We worked this out over on 24. But it’s something that might not be able to be done; I don’t know. But I think it deserves a shot for everybody involved.

CINDY WILSON: Well, I’ll vote for it tonight, but I’ll be prepared to vote against it unless it’s something that can work in favor of the folks who came out tonight.

TOMMY DUNN: I am, too. Mr. Wooten.

CRAIG WOOTEN: Yeah, I -- these are the worst things to deal with as a council member because we’re constantly tasked with sort of balancing the right of the majority against the right of the individual. They both have rights. And the people who came tonight made a compelling argument. I guess what concerns me, and it’s the reason I was asking Dr. Parkey at the beginning, was the process. We hire engineers. We hire people who have planning degrees to give us recommendations. And they gave us a recommendation to make it commercial. But then knowing that that has limitations, we bring in citizens. And we brought in a citizen zoning board; one of them said to do it and then the Planning Commission is another citizen board and they said not to do it. So that’s
troubling because a lot of times as a council member I rely on them to work it up the chain and tell me what’s going on and see sides of it that I don’t see.

I’m very familiar with the area. I’ve known people on both sides of the issue for about thirty years and I trust both of what they’re telling me to be accurate. My aunt used to live on that cul-de-sac and I remember fishing in that cove. In going with what Mr. Dunn said, in talking, is it possible that we saw modifications being made in past developments where the developer said, I understand the concerns of the citizens. I’m going to bring forward a modification that addresses those concerns. I mean that was indicated to me that the developer was willing to do that, or at least entertain that.

TOMMY DUNN: I don’t know.
CRAIG WOOTEN: I don’t know either. I mean we would have to hear it from him directly. I’m okay with giving him a chance to offer that modification.

TOMMY DUNN: Hang on. Let’s keep it civil.
CRAIG WOOTEN: What would be beneficial about next year versus two weeks from now? We could go ahead and address it immediately.
FEMALE: (Not at mic)
TOMMY DUNN: No, ma’am.
FEMALE: (Not at mic)
CRAIG WOOTEN: Great point. I guess what I’m not communicating is the meetings don’t have to happen consecutively.
TOMMY DUNN: That’s right. It’s not something that’s got to be worked out -- and I’m getting off track. I don’t like to do this because this is not a town hall meeting. But let me just -- this ain’t something that’s got to be worked out in two weeks or nothing.
CRAIG WOOTEN: Yeah. And I’m sorry if I mislead people to believe that we had to do it in two weeks. We can have second reading in December. We can have second reading the second week of September. We can have second reading at whatever point you feel like y’all have exhausted every means to compromise.
TOMMY DUNN: Or the council.
CRAIG WOOTEN: Or the council. I would like to see what the modification is.
TOMMY DUNN: Sir, it’s not -- no, sir.
He asked a question. It’s not a back and forth between the audience and the council. I’m sorry. It’s not a public hearing on this thing. We had it; it’s over
with on that part. Mr. Wooten, go ahead.

CRAIG WOOTEN: Okay. I mean I would like to see what the compromise is. I understand people would rather me just kill it tonight and not even look at the compromise. You know, in that regard I guess we’ve seen some of these things be worked out in the past. And I guess I’m not trying to be a Pollyanna or idealistic or naive. I was hoping to give a chance for people to reconcile it. I’m willing, you know, to try to reconcile it, but if that’s not the nature of the folks, I understand that that’s a constraint. But I don’t see what’s the harm in seeing what the compromise is. That’s been our take in the past and it’s worked, but I understand there’s limitations to that.

TOMMY DUNN: There are. I think there are limitations, but I think it’s one thing to see to try to work it out. If it don’t then we won’t. Ms. Floyd.

GRACIE FLOYD: Yeah. I am not in the same dilemma as others may be because ever since I have been up here -- they don’t like for me to say it -- I’m doing the best I can, ma’am, something is wrong with the mic. Something is wrong with the mic. But they don’t like for me to say this, but I have been up here for twenty years. In the twenty years I have been up here, I have always looked at situations like this, but I always look at the neighborhood first.

TOMMY DUNN: You’ve good. I didn’t mean to bother you. Go ahead.

GRACIE FLOYD: No, you’re fine. But I always look at the neighborhood first because I look at the fact that people chose this spot individually. And you had other people coming to choose the same spot. And so you found yourself in a community. You found yourself in a neighborhood. And you’re there because you want to be there. You bought the one lot for you to live on and your family to live on and you’re happy and you’re settled and you’re satisfied. And then here comes somebody else. But it’s not being a part of the neighborhood. It’s not been a part of a community. It’s about money. How much can I sell -- how much can I get off of this property if I put it right next door here to the neighbors.

It happened to me. It happened to my neighborhood. But we slept while it was happening. They brought in a manufacturing company and put it right next door to us. And by the time we heard it and got it and understood it, it was too late. But you have most of -- a lot of your neighbors here plus you have a signed statement saying that your neighbors, one by one, don’t like this
idea. And I tend to agree with the neighbors. You’ve there because you want to be. You aren’t trying to make money. You’re trying to just live peacefully, happily and in a nice, clean neighborhood. And with all the traffic coming through and coming down, I know about that traffic. There’s nothing you can do to stop the traffic. The heavy truck on the road. They pay taxes, too, but not like in a neighborhood when it’s all messed up like that.

So I never have a problem trying to determine or decide which way to go. I’m going the way that I would like somebody to have gone when they were messing up my neighborhood. I’m going the way that other people ---

APPLAUSE

GRACIE FLOYD: I’m going the way that I would like somebody to go with me. And I thank you.

TOMMY DUNN: Thank you.

APPLAUSE

TOMMY DUNN: Anyone else? All in favor of the motion to move this forward for the second reading show of hands. All opposed. Show the motion carries, Mr. Davis, Mr. Dunn, Mr. Wooten, Ms. Wilson in favor. Ms. Floyd opposes.

CINDY WILSON: Mr. Floyd -- I mean, Mr. Chairman, may I make a comment?

TOMMY DUNN: Yes, ma’am.

CINDY WILSON: I hope that this developer comes forward with a good plan. I have had this conversation with him before on another property and I don’t appreciate the shortcut he’s taken coming to us like this. I’ve told him in a previous situation, he was quite angry with me, that he needed to get his project and go talk to the neighbors and if it did not devalue their property and they would be in favor of it then that would work out fine. And he didn’t.

TOMMY DUNN: Well, like I said, we’ve got to vote this down. We’re going to take a five minute recess.

RECESS

TOMMY DUNN: I call the council meeting of August 6th back in order.

Moving on to item 8(b), 2019-035, ordinance to amend Section 2-633 of the Anderson County, South Carolina Code of Ordinances so as to increase from $1,000.00 to $5,000.00 the smallest amount for which an annual inventory and accounting is required. We talked about this last meeting. Do we have a motion to move this forward?

CINDY WILSON: So moved.

TOMMY DUNN: Motion Mr. Davis; second
Mr. Sanders. Any discussion?

CINDY WILSON: May I quickly point out, please, that the departments will still continue keeping an inventory, but this involves the accounting part of it, the depreciation. Thank you.

TOMMY DUNN: Yeah. All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

We’re going to be moving on now to item number (c), 8(c), 2019-036, an ordinance authorizing pursuant to Title 4 of the Code of Laws of south Carolina 2976, as amended, including sections 4-1-170, 4-1-175 and 4-29-68 thereof, and Article VII, section 13 of the South Carolina Constitution the execution and delivery of an Infrastructure Credit Agreement by and between Anderson County, South Carolina and a company known to the county as project MCPEND to provide for certain source revenue or infrastructure credit. Mr. Burriss Nelson.

BURRISS NELSON: Mr. Chairman, members of council, thank you. We’ve been approached by one of our local communities for much needed capital investment and development within the boundaries of their city limits and asked us to partner with them in helping them bring about this $31,000,000.00 project. It is an apartment complex, supposedly a high end, well constructed and well financed project. This bring substantial capital investment to the community, but it also includes the combining of the millage from the city and the county, which makes it substantially higher property tax rate. So in view of that, to help the city itself, the community bring about this capital investment, we have partnered with them and created a multi-county park agreement with a fifty percent SSRC for years one through ten, a forty percent SSRC for years eleven through twenty, for a twenty year agreement.

Last year this property, seven acres, paid twelve thousand dollars in property tax. The anticipated property tax in 2021 will be eight hundred and twenty thousand dollars. Of course, that will be split between the county, the schools and the city itself. But over the first ten years of the project generating eight million dollars in total capital investment, with a community impact of eighty-four million in the first year and a total community impact of almost eight million dollars in the first twenty.

This comes to council with a recommendation from the Economic Development staff, as well as the Economic Development Advisory Board. We ask that you give favorable consideration. Thank you.
TOMMY DUNN: Do we have a motion to move this forward?
CINDY WILSON: So moved.
TOMMY DUNN: Motion Ms. Wilson. Do we have a second?
JIMMY DAVIS: Second.
TOMMY DUNN: Second Mr. Davis. Any discussion?
GRACIE FLOYD: Yes.
TOMMY DUNN: Mr. Nelson.
GRACIE FLOYD: Hear me well?
BURRISS NELSON: Yes, ma’am, I can hear you, certainly.
GRACIE FLOYD: Thank you. Mr. Nelson, we’ve talked considerably about this thing -- about this new thing coming up. But at my desk tonight I got here and I saw where Arthrex in Collier County, I don’t know where that is. Wait a minute. Naples Daily News. It’s from Naples.
BURRISS NELSON: Florida, where their headquarters is.
GRACIE FLOYD: Oh, okay. Collier County needs to do more to provide affordable work -- isn’t Arthrex coming to us, too?
BURRISS NELSON: Yes, ma’am. They’re getting ready to invest seventy-four million and create a thousand jobs with an average pay of twenty-one dollars an hour.
GRACIE FLOYD: So would this have anything to do with what we’re trying to do, what we’ve been discussing?
BURRISS NELSON: Well, their problem in Florida is that they don’t have enough housing for their employees there and the community there has been slow to authorize and develop community housing construction, apartment construction, and it has prevented Arthrex from growing. It is a fear that we have that would prevent Arthrex from growing here, providing and creating the jobs that they have promised that they will do for us. There’s a good chance that we may even get more capital investment out of Arthrex just because of how that behavior and those folks behave in that community.
GRACIE FLOYD: You know, if I can remember the history of Anderson County, when the mills used to be here a long time ago, and they found themselves short of housing, the mill sites built the houses for the people; did they not?
BURRISS NELSON: Yes, ma’am. That’s correct.

GRACIE FLOYD: And they created what used to be called mill villages; right? Well, Arthrex now, after reading this, this is a whole new light on it. See, I didn’t get this until just now. So I haven’t read the whole thing. But it ties in with what we’re trying to do. Yeah. We are having to build these houses ourselves by giving the builders fifty percent, only giving them fifty percent tax credit or something like that; is that right?

BURRISS NELSON: That’s correct.

GRACIE FLOYD: Oh, man, that makes it worse. You can almost see it now. I can see what’s going on here now. We need to talk some more. That’s all. You and I.

BURRISS NELSON: Yes, ma’am.

GRACIE FLOYD: We need to talk a little bit more since this thing here sheds light on a lot of the things. But anyway, I will hold off my comments and everything else until we talk maybe tomorrow.

BURRISS NELSON: Yes, ma’am. That’ll be good.

GRACIE FLOYD: Okay. Will you call me?

BURRISS NELSON: Yes, ma’am. I certainly will.

GRACIE FLOYD: After ten thirty.

BURRISS NELSON: Yes, ma’am.

GRACIE FLOYD: Good.

TOMMY DUNN: Anyone else? Go ahead, Mr. Sanders.

BRETT SANDERS: Mr. Nelson?

BURRISS NELSON: Yes, sir.

BRETT SANDERS: This will not only benefit Anderson County and the tax revenue stream, but will also help the township of Pendleton?

BURRISS NELSON: Yes, sir. That’s correct.

BRETT SANDERS: And how will it affect School District 4?

BURRISS NELSON: Well, they’ll reap twice the amount that the city and the county both will get, a substantial amount of money. In the first year alone, the split -- I apologize. I’ve got too many stacks of paper here. The split for -- even in the first year, the city is a $116,000.00; schools $215,000.00; the county is $78,000.00. In year two city is $233,000.00; schools $430,000.00; the county $156,000.00. We have the lowest millage amount of all of those three units. And over the first ten years of the project, the county is at $1.5 million, just in
One of the things that is good about this capital investment, we had talked about we’re using other people’s money. We’ve not using the county’s tax dollars to create — right out of the general fund to create housing. We’re using other people’s money to bring about the housing, help folks find the housing that is needed for those folks that would be working at Arthrex, for example, or any other place in our county.

So it’s better for us to not have to finance with tax dollars housing projects, especially. It gives us an opportunity to, as I said, use other people’s money and not tax dollars to do that.

BRETT SANDERS: And would this SSR credit of fifty percent, based on a $31,000,000.00 investment, it would be hard pressed to create a $31,000,000.00 investment on seven acres in Pendleton in other ways?

BURRISS NELSON: You would have to have some very expensive houses to be able to do that.

BRETT SANDERS: It would be better to do the SSR at fifty percent than have a hundred percent the other way?

BURRISS NELSON: At especially a four percent assessment ratio. You’re exactly right.

BRETT SANDERS: Thank you, sir.

BURRISS NELSON: Yes, sir.

TOMMY DUNN: Yes, sir, Mr. Davis.

JIMMY DAVIS: Mr. Nelson, (mic not working) so what we’re looking at here is if we don’t do anything we’re going to keep collecting about $12,500.00 a year in taxes?

BURRISS NELSON: That’s correct.

JIMMY DAVIS: If we do something we’re going to collect about another $800,000.00 a year in taxes?

BURRISS NELSON: Yes, sir. That’s correct.

JIMMY DAVIS: All right. That’s all I needed to know.

BURRISS NELSON: Thank you, sir.

JIMMY DAVIS: Thank you.

TOMMY DUNN: All in favor of the motion show of hands. All opposed? Abstentions? Show the motions carries, Mr. Davis, Mr. Sanders, Mr. Dunn, Mr. Wooten and Ms. Wilson in favor. Ms. Floyd abstains.

Moving on to item number (d), 2019-037, an ordinance to amend an agreement for the development of a joint county industrial and business park, 2010 Park, of Anderson and Greenville Counties to enlarge the park. This is about the project that we just talked about. Do we have a motion to put this on the floor?
CINDY WILSON: So moved.
TOMMY DUNN: Motion Ms. Wilson. Do we have a second?
JIMMY DAVIS: Second.
TOMMY DUNN: Second Mr. Davis. Now any discussion? You got anything you need to add to this, Mr. Nelson? Okay. All in favor of the motion show of hands. This park. Putting that project we just talked about in an industrial park of 2010.
GRACIE FLOYD: (Not speaking into mic)
TOMMY DUNN: No. It's the same thing we just talked about. We're putting it in that Greenville park where they can get the thing. All in favor of the motion show of hands. All opposed or abstains?
GRACIE FLOYD: I abstain.
TOMMY DUNN: Show the motion carries with Mr. Davis, Mr. Sanders, Mr. Dunn, Mr. Wooten, Ms. Wilson in favor. Ms. Floyd abstains.
BURRISS NELSON: Thank you so much.
TOMMY DUNN: Thank you. And appreciate you and your staff and the board. And I just want to say on that last thing, this is a request mainly from the town of Pendleton. We want to help them out.
Moving on to item number 9(a), a resolution to approve a welcome sign in Anderson County at Interstate I-85 near exit 4. And this was in our -- money was appropriated in our budget when we done this. Do we have a motion to move this forward?
CINDY WILSON: So moved.
TOMMY DUNN: Motion Ms. Wilson. Do we have a second?
JIMMY DAVIS: Second.
CINDY WILSON: Quick question. What will it cost and what will our source of funds be?
RUSTY BURNS: Right off the top of my head, $90,000.00, and we have that placed in the budget. It was approved by council.
CINDY WILSON: From ATAX maybe?
RUSTY BURNS: No, ma'am. General fund.
CINDY WILSON: Okay. And you said a hundred ninety?
TOMMY DUNN: No, ninety.
CINDY WILSON: Ninety; okay. I was going to say a hundred and ninety ...
TOMMY DUNN: Any more discussion on this matter?
JIMMY DAVIS: Mr. Chair?
TOMMY DUNN: Ms. Floyd and we'll get to
Mr. Davis.

GRACIE FLOYD: Okay. Mr. Burns, you say it’s $90,000.00?

RUSTY BURNS: Off the top of my head. I can get the exact figure.

GRACIE FLOYD: And you put one of these -- I mean, you had the money in the budget?

RUSTY BURNS: Yes, ma’am. The budget approved by council.

GRACIE FLOYD: Okay. Well, I didn’t see that in that budget. Did y’all call it something else?

RUSTY BURNS: No, ma’am.

GRACIE FLOYD: Okay. Well, how come we’re not putting one on Highway 29 as it is a viable transportation area into Anderson County. Why not one in District ---

RUSTY BURNS: I think that’s an excellent idea, Ms. Floyd. I would like to have brand new entrance signs to every entrance in Anderson County, but right now the ones that get the most traffic are the ones on Interstate 85. And I think it’s important that we delineate where Anderson County is. We’ve received massive public approval on the one that we placed on the Greenville side. I would like people coming from Atlanta to also know that they’re in Anderson County when they get here. But I agree with you a hundred percent about 29. I think we need a nice one up there on Clemson Boulevard.

GRACIE FLOYD: It is -- it does feed off of 85.

BURRISS NELSON: Yes, ma’am, it does. I agree with you. I’ll be making another request.

GRACIE FLOYD: Well, I thank you for agreeing with me, Mr. Burns, but it seems like that’s about all you’re doing is agreeing with me. Because if you’re going to do it for one, I don’t see why you couldn’t have done it for both of us. How many entrance ways do we have off of 85 into Anderson County?

RUSTY BURNS: Well, we have the two main ones; 85 north and south, and then 29 is the third one that I would say. And then the one on Clemson Boulevard coming out of Pickens is another one. I think those would be the main ones. But due to budget constraints, we just wanted to bite it off in small chunks.

GRACIE FLOYD: And how was that into the budget? Nobody brought it out. Nobody said anything when we were talking about the budget. I don’t remember it, I mean actually bringing it out.
TOMMY DUNN: We did. It was discussed.

Ms. Davis brought it up.

GRACIE FLOYD: Oh, Ms. Davis brought it up?

TOMMY DUNN: Yeah, when we was going through our line items on our budget. I can promise you.

GRACIE FLOYD: Well, I didn’t see it, so thank you.

TOMMY DUNN: Thank you. Anyone else?

Mr. Sanders -- I’m sorry. Let’s go to Mr. Davis. He was next. I’m sorry. I apologize. Go ahead.

JIMMY DAVIS: I must say, and I thank the previous council for the approval of the sign at 153 at exit 40. I pass that sign multiple times a day and, you know, I get so many compliments on the sign at exit 40. It really makes me proud to be a resident of Anderson County, because I do pass it several times a day. And I think this is something that will be really nice to have on our southern border on 85, as well as other entrances into the county going forward. Thank you.

TOMMY DUNN: Thank you. Mr. Sanders.

BRETT SANDERS: Yeah, it’s the same company that done the last one, is doing the one we’re doing now? (Not speaking into mic)

GRACIE FLOYD: Is that the one that the class or whatever else put up the last one?

RUSTY BURNS: Yes, ma’am. We had participation from a class to make that one of their projects.

GRACIE FLOYD: So that’s the one they’re talking about on ...

TOMMY DUNN: Exit 40, yes, ma’am.

GRACIE FLOYD: Okay. So Anderson County really didn’t do that one?

RUSTY BURNS: No, ma’am. Anderson County did all of the ground work. We secured all of the permits and we put a substantial amount of money into that project. I can remember exactly, but I can get you that figure.

GRACIE FLOYD: Okay. Because next year I would like to put in the budget that we put one on Highway 29.

RUSTY BURNS: I’m all for it.

TOMMY DUNN: All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Be moving on now to item number (b), 9(b), resolution to approve the agreement between South
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Carolina Department of Transportation and Anderson County regarding an extension of the multi-use path on both the east and west ends of the existing path along the East-West Connector.

Is this something Mr. Hopkins wants to talk about, or Mr. Burns? Mr. Hopkins?

HOLT HOPKINS: I’m just here to answer any questions.

TOMMY DUNN: We got a motion to put this on the floor?

CRAIG WOOTEN: I make a motion to put it on the floor.

TOMMY DUNN: Mr. Wooten makes a motion to put this on the floor. Ms. Wilson seconds. Now discussion? Mr. Wooten.

CRAIG WOOTEN: Yes. This is something I’ve been excited about a long time and I just want to give a little bit of background of what it is to give context to the work that Mr. Hopkins has been doing. We all know the East-West Connector has a walkway that goes from Main Street over to 81. We see folks walking on it all the time. We have a park in the middle. Well, years ago, and I’m probably going to over-simplify it. But years ago the state allocated a chunk of money that they said, hey, Anderson, you can use this to extend your parkway, and you can extend it on the Ingles side all the way through neighborhoods to AnMed and you can extend it on the Clemson Boulevard side to go all the way and connect to the Civic Center. So theoretically you could go from the Civic Center all the way down to AnMed. You could almost catch the sidewalks downtown. You could sort of come up through Linley Park and connect by the Civic Center. So we have the makings of a full walking trail throughout our town.

Some people say, hey, I don’t use that walking trail. That’s not of interest to me. I get that. The good news is it didn’t come from taxpayer money. It came from the state. And so a lot of people ask me, say, Craig, can you just give that money back and we’ll use that money to pave roads here because we want our roads paved. I said, that’s a good point. Problem is the state wouldn’t let us do that. They said if you do not use it for this project, then it’s going to go away. And we’re like, well, where is it going to go away to? Well, it would probably go to Myrtle Beach, Charleston or Rock Hill and they would make sidewalks for themselves.

So one of the things I hear in my district a lot is people say, hey, I want a liveable, walkable area. I
I want to be able to get out and exercise and walk to the grocery store or what not. I believe that this is a way to get that done and get it done in the right way. What this obligates us to -- it’s not the money. The money has already been given to us. This just allows us to accept the project. And yes, we would have to maintain it. And I’m wary of when people give me stuff and tell me to maintain it because that can be expensive. I was given a boat one time and -- but in this regard the benefit that we would get out of it from the community, it’s worth the minimal maintenance cost for the amount of money that Columbia sent us. So I find it an overwhelmingly positive project, but it needs that explanation because I do agree that not everybody lives near it. And I do agree that not everybody would find use in it. So I wanted to point out how we came about that money and that we couldn’t use it for other items, or we would lose it. So that’s why I think it’s a positive thing for the county and that’s why I think it would be a positive thing for us to accept and move this resolution forward.

TOMMY DUNN: Thank you. Anyone else?

BRETT SANDERS: Mr. Chair?

TOMMY DUNN: Mr. Sanders.

BRETT SANDERS: Is there a time frame for this to move forward on completion?

HOLT HOPKINS: Slow. It’s like any large project at this stage. They’re still in the right-of-way phase. They’ve about finished with all the plans and utility coordination that they’re having to do. But it probably won’t go to construction for at least eighteen months. It could be two years.

BRETT SANDERS: I know that state money is our money. Like Mr. Wooten said, or Councilman Wooten said, I’d rather see it spent here in Anderson County than Myrtle Beach or Charleston or somewhere else. And I’m excited, as well, about it.

TOMMY DUNN: Thank you. All in favor of the motions how of hands. Opposed like sign. Show the motion carries unanimously. Thank you, Mr. Hopkins.

Moving on now to item number 10, road acceptance into county inventory. This is from District 6. It’s Three Bridges Subdivision.

JIMMY DAVIS: Can we make all this in one motion?

TOMMY DUNN: That’s what I was going to say. Let’s try to -- nobody got an objection, I’ll clarify real quick for the record. Mr. Hopkins, these roads on Three Bridges Subdivision, Phases I and II, they’ve met all the criteria of county standards?
42

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1 HOLT HOPKINS: They have.
2 TOMMY DUNN: Inspected and met
3 everything?
4 HOLT HOPKINS: Yes, multiple times.
5 TOMMY DUNN: Do we have a motion to move
6 this forward, all one, two, three, four -- all five of
7 these roads?
8 JIMMY DAVIS: So moved.
9 TOMMY DUNN: Have a motion by Mr. Davis;
10 second Ms. Wilson. Any discussion? All in favor of
11 the motion show of hands. Opposed like sign.
12 Item number 10(b), Rogers Knoll Subdivision Phase
13 I, again District 6, four roads. Mr. Hopkins, all four
14 of them has met all the criteria and all the things for
15 the county?
16 HOLT HOPKINS: Yes.
17 TOMMY DUNN: Do we have a motion to move
18 all four of these roads on?
19 BRETT SANDERS: So moved.
20 TOMMY DUNN: Motion Mr. Sanders; second
21 Ms. Wilson. You second, Ms. Wilson?
22 CINDY WILSON: Second.
23 TOMMY DUNN: Ms. Wilson seconds it. Any
24 discussion? All in favor of the motion show of hands.
25 Motion carries unanimously.
26 Now moving on to item number (c), that’s 10(c).
27 Again this is Council District 6, James Lake Way. Mr.
28 Hopkins, again, met all the criteria of the county?
29 HOLT HOPKINS: Yes, sir.
30 TOMMY DUNN: Do we have a motion to move
31 this forward?
32 JIMMY DAVIS: So moved.
33 TOMMY DUNN: Motion Mr. Davis; second
34 Ms. Wilson. Any discussion? All in favor of the
35 motion show of hands. Opposed like sign. Show the
36 motion carries unanimously. Thank you, Mr. Hopkins.
37 Moving on to item number 11, report from the
38 Finance Committee held on August 5, 2019. Chairman
39 Wooten.
40 CRAIG WOOTEN: Thank you, sir. Yes, we
41 had a finance meeting this past Monday. To start off
42 with we had a bid for what they call police interceptor
43 SUVs. And these are SUVs that are not Chevy Tahoes but
44 Ford Explorers that have a certain equipment package
45 that allow the police to do their job the way they need
46 it and it goes fast enough and meets all their
47 requirements. So what we did was we sent it out for a
48 bid. And one of the first things I look for in a bid
49 is did we get multiple people responding because we
50 want to get the best deal for the county. Multiple
people didn’t respond on this one. And I asked why and
they said because it was the technical nature of these
cars that they were buying. Not everybody sells these
kind of cars. These are specialty cars for police. So
it made sense the amount that we got it from. And it
looks like about $920,000.00 and it’s going to be about
twenty-five police interceptor vehicles. So we felt
good about that because it was on state contract and
that had been bid out in the past. And we move this
forward as a full recommendation from the Finance
Committee.

TOMMY DUNN: Coming from the Finance
Committee, it doesn’t need a second. Now are there any
discussions? All in favor of the motion show of hands.
All opposed like sign. Abstentions? You in favor, Ms.
Floyd?

GRACIE FLOYD: Yes.

TOMMY DUNN: I’m sorry. Unanimous.

Moving on, Mr. Chairman.

CRAIG WOOTEN: Yes, sir. The second item
was -- line item was Brownfield Revolving Loan Fund.
And basically what this is, this is the ability for the
county to borrow money to clean up old mill sites. And
through this Brownfield Fund that was set up, you know,
we can get money for like one percent. The good news
is because this is getting subsidized from I guess the
feds and the state is they forgive thirty percent of
the loan. So they give you really cheap money and then
they knock off thirty percent of it because they want
us to clean up these sites. And I know people around
the county are always telling me that they have great
memories of working and living in the mill areas and
they hate to see it delapidated. So this is going to
allow us to work on two sites in Anderson County. And
one is the Toxoway site and the other is Pelzer Lower
Mill site. So the first thing in regards to this is,
you know, we asked Councilman Wilson and she approved
of what was going on in her area. And then I deferred
to Ms. Floyd from the Toxoway site that she felt
comfortable with what was going on in her area. And
when I felt like that was the case, looking at it
financially, it made sense. And so this comes forward
as a full recommendation from the Finance Committee.

TOMMY DUNN: Coming from the Finance
Committee, it doesn’t need a second. Are there any
discussion? All in favor of the motion show of hands.
Opposed like sign. Show the motion carries
unanimously.

Next, Mr. Chairman.

CRAIG WOOTEN: Yes. The next item is the
capital -- the service for the Anderson TTI building.
And I’m looking at my notes here. I want to make sure
that I don’t misquote this. Ms. Davis, would you help
elaborate on this item? This is in regards to the
Anderson TTI building that we obtained through a
project I believe a couple of years ago on 28
Bypass.

RITA DAVIS: That is correct, sir. And
Mr. Brian Richardson has asked for four capital items;
one heavy duty pickup, two zero turn mowers, one SUV
hatchback and one work body. That’s for his
housekeeping, maintenance and ground employees that he
hopes to hire. But of course we’re not in the facility
and those employees have not been hired at this time.
However, Mr. Stone -- there’s a lead time, month’s lead
time before he can get these vehicles. He’s asking
council’s indulgence to go ahead and allow Mr. Stone to
get those items ordered. Remember, we had money in
continency in the general fund for this, and we told
you we would come back before council before any
employees, any capital or any operating money was
transferred into his budget.

TOMMY DUNN: Thank you, Ms. Davis?

RITA DAVIS: That totals maximum of a
hundred and forty-two thousand dollars.

TOMMY DUNN: So this would have to be --
I’m asking now. This would have to be bidded out and
come back before the Finance Committee.

RITA DAVIS: Yes, sir. This is for Mr.
Stone to do ---

TOMMY DUNN: To start the process. But
there will be a vote when you come back with a dollar
figure.

RITA DAVIS: That is correct; yes, sir.

CRAIG WOOTEN: And that was the concerns
of the committee, is you know, first of all could we do
this on contract less expensive. But in regards to the
type of work we needed out there, we needed county
employees that could stay on site and then the timing
of it, these are tractors and items that aren’t
necessarily -- can be obtained off the lot at the local
tractor dealer; that we needed to be able to buy them
ahead of time to be ready to use them at a later date.
So these items from Mr. Richardson came forward as a
full recommendation from the Finance Committee. And I
put that in the form of a motion.

TOMMY DUNN: Again, coming from the
Finance Committee, it doesn’t need a second. Any more
discussion? All in favor of the motion show of hands.
All opposed like sign. You in favor -- show the motion
Moving on to item number 6. Mr. Chairman.

CRAIG WOOTEN: Yes. Item number 6 is a capital transfer for police laptops. And basically we were submitted a budget transfer form that was going to take some money out of uniforms and clothing and safety and moving it into capital to purchase the vehicle computers that go into a police car. Once again, this is not your standard Dell computer. It’s configured with all of their software and has all of their mechanisms that they need to do their job. And so this was moved into their account to buy it. And we had a quote from an ARC Pivot Company that we knew was a good deal based on the recommendations from our Information Director. So we move this forward as a unanimous motion from the Finance Department to allow this capital transfer for police laptops.

TOMMY DUNN: Coming from the Finance Committee, it doesn’t need a second. Are there any discussion? Hearing none, all in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

And I believe, Mr. Chairman, those last items will be covered in executive session. Do we have a motion on item number 13 to add those when we go into executive session?

CRAIG WOOTEN: Yes, sir.

TOMMY DUNN: You can give your report on that.

So we’ll be moving on now to item number 12, report from the Planning and Public Works meeting held August 5, 2019. Chairman Wilson.

CINDY WILSON: Thank you, Mr. Chairman.

JIMMY DAVIS: Madam Chairwoman, do I need to recuse myself now?

CINDY WILSON: Yes.

JIMMY DAVIS: State your reason, Jimmy.

JIMMY DAVIS: I need to recuse myself for matters that I deal with business with one of the companies that deal with our landfill.

TOMMY DUNN: Thank you, Mr. Davis. Appreciate it.

CINDY WILSON: It must be said, we are so grateful for the integrity of the people who serve up here now to disclose and recuse properly. And I’m very grateful for that, too.

It’s no secret we’ve had difficulties over at the landfill for decades. The new company that has come in started off on -- had a rocky start. They finally have been meeting with the community. We’ve had multiple
meetings over there. We’ve worked with hauling
companies to get the traffic pattern sorted out so it’s
safer and less onerous for the folks who live around
there. And the company itself has stepped up. They
have hired a new trucking company. They have gotten a
number of the odor issues resolved and other unpleasant
noxious problems over there. The last meeting we had
was Monday a week ago. Mr. Greg Smith came. The mayor
and administrator from Belton and community people and
I, along with the representatives of the company. We
are well satisfied that they have been very diligent
and very mindful of the community. And we will
continue these meetings as they are beginning to really
bear fruit. We are also mindful of the need for the
county to have -- and the company to have the extra
fifty thousand tons per year in addition to the four
hundred and thirty-eight thousand tons that they
currently have because we have more industry coming
here. We have that margin concern if we have a
disaster and have to haul a lot of things out there.
Also we have a lot of demolition continuing.
So as the representative of District 7 in which the
landfill resides, I’m bringing to you, along with my
co-committeemen, Mr. Brett Sanders and Mr. Greg Smith,
the request that we support the need for the additional
fifty thousand tons per year.
And you have in front of you a very brief
agreement. It basically states that this is an
amendment to paragraph 9(b). Paragraph 9(b) of the
agreement is hereby amended such that the limit is --
disposal of solid waste at the landfill shall be not
more than four hundred eighty-eight thousand tons per
year, an increase of fifty thousand tons per year in
addition to this. We would like for this to remain for
at least two years and let the company continue to
demonstrate their diligence and good neighborliness and
review the needs then. We also have to represent the
needs of the county. We don’t want them to fill up too
fast over there because that’s also a concern for the
county.

But anyway, we bring this to you without a quorum
to vote to recommend this to you. We’re bringing it to
you for your consideration. And if you would like to
vote on it at this meeting we can do so. If you need
more time to review it, we can do it next meeting.

Does anyone have questions of Mr. Smith or me?

TOMMY DUNN: I think it’s good.

CINDY WILSON: Then may I make a motion to

vote for this tonight?

TOMMY DUNN: This coming form the
Ms. Wilson makes a motion.

I’ll second it.

Mr. Sanders seconds it.

All in favor of the motion show of hands. All opposed like sign.

Mr. Sanders, do you mind getting Mr. Davis? Number 4 doesn’t involve Mr. Sanders; does it? Mr. Harmon?

We just made the presentation of the need.

That was number 4.

We just voted for the amendment to the ---

He’s good to come back is what I’m getting at? Are we on number 5 now?

Yes. We’re moving to that next item.

Okay.

The next item continues the discussion among council members in various communities, people who voted for zoning expect us to enforce zoning. People who buy into zoned areas are buying subject to that protection. And we’re having issues around the county. For example, one popped up in my neighborhood this past week. It’s a car repair shop sandwiched between three or four houses. And it’s zoned, I think, R, three quarters of an acre roughly. And then we have a logging operation that is up on Hopewell Road that’s only -- I don’t even think they have a full acre there. And then in Mr. Sanders’ district there is a property that’s part of an old HOA subdivision that’s subject to zoning where there are containers and mountains of dirt and stuff on those properties. So we have requested of our Planning Department to come back with some new language. We’ve all been struggling over the language to provide enforcement capability for our staff. So that’s just for your information tonight. We’ll come back to you later.

The other item for your information is recently Ms. Alesia Hunter and Dr. Parkey were able to bring to our county Mr. Randall Arendt who is a renowned conservation design development expert. He is connected to N.C. State and has written extensively. He has come to teach us better ways to develop. And what we’ll be coming back to you with later are some measures that we would prefer to incorporate in our zoning ordinances encouraging good development.
Basically what he presented to us allows for, in some cases, more intense development but more open area. And he was able to prove that some of the -- most of these designs actually cost the developer far less money and yet are more desirable for the people and it's more pleasant living conditions. So if anyone needs a copy of this that has not gotten it -- I don't know if Mr. Davis or Ms. Floyd or Mr. Dunn have gotten this yet, the workshop materials that we had. Okay. You may want to review those and we'll have another session on that later. But that concluded the efforts of our committee. We will meet again, I believe, next week. I can't remember the date. I think it's 11:00 on Wednesday; is it?

JIMMY DAVIS: Yes, ma'am. 11:30 on Wednesday.

CINDY WILSON: Yes, 11:30, August 14th, a Wednesday. And our public is certainly most welcome to come. Thank you.

TOMMY DUNN: Thank you, Ms. Wilson.

Moving on to item number 13. Do we have a motion to go into executive session for contractual matters related to the Piedmont property acquisition; contract matters involving the Voter Registration and Elections office; contractual matters involving bid on software solution proposal and also discussion of energy services contract. Do we have a motion?

CINDY WILSON: So moved.

TOMMY DUNN: Motion Ms. Wilson. Do we have a second?

BRETT SANDERS: Second.

TOMMY DUNN: Second Mr. Sanders. All in favor of the motion show of hands. Opposed like sign. Show the motion carries. Executive session. We'll go right back here.

EXECUTIVE SESSION

CINDY WILSON: Mr. Chairman, may I make the motion that we come out of executive session, having received contractual information regarding contractual matters involving the Piedmont property acquisition, Voter Registration and Elections and the bid 19-039 software solution proposals. No action taken.

TOMMY DUNN: Thank you, Ms. Wilson. Have a second?

BRETT SANDERS: Second.

TOMMY DUNN: Discussion? All in favor of the motion. Motion carries unanimously. We're going to be -- give me just a second. Do we
I have a motion about the property, the Piedmont property acquisition?

JIMMY DAVIS: Mr. Chair.

TOMMY DUNN: Mr. Davis.

JIMMY DAVIS: I would like to make a motion that we can direct the county administrator to negotiate an agreement with the purchase of a twenty-seven acre parcel above the Piedmont dam on the Saluda River for the development of a kayak launch.

TOMMY DUNN: Have a motion by Mr. Davis.

Have a second?

CINDY WILSON: Second.

TOMMY DUNN: Second Ms. Wilson. Any discussion? All in favor of the motion show of hands. Show the motion carries unanimously.

Now we're going to be moving on to item (b), contractual matters involving Voter Registration and Elections.

GRACIE FLOYD: Mr. Chairman?

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: I would like to approve a memorandum of agreement regarding the new voting machines acquired by the State Election Commission for use by the South Carolina counties for conducting elections and to authorize the county administrator or to sign the agreement on behalf of Anderson County. And that's in the form of a motion.

TOMMY DUNN: Ms. Floyd makes a motion.

We have a second by Ms. Wilson. Any discussion? I'd just like to say I want to thank Mr. Harmon for his hard work on this matter. This is a lot better document than what was handed to us. I want to thank Senator Gambrell for what he done, and the other delegation members. Thank you very much. Any more discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Now we'll be moving on to item number (c), contract matters regarding the bid of software solutions proposals.

BRETT SANDERS: Yes, sir, Mr. Chairman?

TOMMY DUNN: Mr. Sanders.

BRETT SANDERS: I would like to make a motion to approve the selection of Central Square for negotiation of contract for an Enterprise Software system pursuant to the request for proposal number 19-039.

GRACIE FLOYD: And I second it.

TOMMY DUNN: We have a motion by Mr. Sanders. Second by Ms. Floyd. Any discussion? Again,
I'd just like to say I want to appreciate council, all the hard work that Mark Williamson has done, the head of our IT Department and his staff. Appreciate it. And all the county employees that participated in these workshops and everything that had a say in this and worked on it. I think it's good. I think this is going to make Anderson County a lot better. But the bottom line is, all of this hard work that everybody has done, our citizens are the ones that's going to come out the winner on this when they get this implemented. And I appreciate all of that. Hearing nothing else, all in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Now we're going to be moving on to the next item number (d), will be energy services.

JIMMY DAVIS: Mr. Chair?

TOMMY DUNN: Mr. Davis.

JIMMY DAVIS: I would like to make a motion to direct the County Administrator to issue appropriate procurement documents for obtaining energy service proposals for all of county buildings.

TOMMY DUNN: We have a motion by Mr. Davis. Do we have a second?

CINDY WILSON: Second.

GRACIE FLOYD: Second.


Now we'll be moving on to appointments.

CRAIG WOOTEN: Excuse me, sir. We had one clarification.

TOMMY DUNN: Oh, I'm sorry. Mr. Wooten.

CRAIG WOOTEN: Yes, sir, thank you.

Earlier in the Finance Committee meeting we moved forward a recommendation in regards to a Brownfield revolving loan. I should have presented it more accurately in title only because the staff is still working on the details but moving it forward. So this is an ordinance to authorize Anderson County to obtain a loan from the Brownfield Revolving Loan Fund administered by the Catawba Regional Council of Governments for an environmental cleanup at the Toxeway Mill site and the Pelzer Lower Mill site, and other matters related thereto. I put that title in the form of a motion.

TOMMY DUNN: Have a motion by Mr. Wooten. Have a second?

CINDY WILSON: Second.
TOMMY DUNN: Second Ms. Wilson. Any discussion? We want to say that’s first reading tonight for the record. We’ve got two more readings. Anything else? All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Now moving on to item number 14, appointments. I make the motion -- has anybody -- we got appointments for the library. Anybody want to change their library -- their time is up and I all of them, I understand, wants to serve again.

GRACIE FLOYD: (Not speaking into mic)

TOMMY DUNN: So you’re good.

TOMMY DUNN: I’m good; yeah.

TOMMY DUNN: What about y’all? Y’all good with y’all’s?

CINDY WILSON: Mine may be moving out of district and I haven’t had a chance to talk with her.

TOMMY DUNN: You want to ---

CINDY WILSON: I’m going to try and talk with her this week. Thank you.

TOMMY DUNN: You good with yours?

CRAIG WOOTEN: I’m good.

TOMMY DUNN: Is it all right with y’all if I make the motion we reappoint the Library Board, all but Ms. Floyd, because she’s already got hers, and Ms. Wilson is going to wait to talk to hers. That will be Mr. Wooten, Mr. Dunn, Mr. Sanders and Mr. Davis.

We’ll let Mr. Graham talk for himself when he gets here. So that’s four that’s going to reappoint ours.

Do we have a second?

BRETT SANDERS: Second.

TOMMY DUNN: Second Mr. Sanders. Now any further discussion? All in favor of the motion show of hands. Like sign. Show the motion carries unanimously.

Now we’ll be moving on to requests from council members. Mr. Davis.

JIMMY DAVIS: Thank you, Mr. Chair. And I’ll make this in the form of one motion. I would like to appropriate from my special projects account to the Distinguished Young Women, two hundred fifty dollars; and to the Shalom House Ministries, two hundred fifty dollars. I make that in the form of a motion.

TOMMY DUNN: Have a motion by Mr. Davis.

Have a second?

CINDY WILSON: Second.

TOMMY DUNN: Second Ms. Wilson. Any further discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries
unanimously. Anything else, Mr. Davis?

JIMMY DAVIS: No, sir.

TOMMY DUNN: Mr. Sanders?

BRETT SANDERS: Yes, sir, Mr. Chairman. I would like to combine these if possible.

TOMMY DUNN: Okay.

BRETT SANDERS: I would like to donate five hundred to the Anderson Pregnancy Care Center; two fifty to Distinguished Young Women; seven fifty to the Shalom House Ministries. I'd like to put that in the form of a motion.

CINDY WILSON: Second.

TOMMY DUNN: Motion Mr. Sanders; second Ms. Wilson. Any further discussion? All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously. Ms. Floyd?

GRACIE FLOYD: Yes. I would like to make two in the form of a motion.

TOMMY DUNN: Yes, ma’am.

GRACIE FLOYD: I would like to allocate from District 2’s rec account three thousand dollars for the Friends of Broadway Lake family day. It’s this Saturday coming. That’s one. And the other one is I would like to allocate seventy-five dollars for the meeting of the Susan Booker Street, which is going to be held Monday. And that money will go for the food and the -- well mostly the food. That’s this Monday coming.

TOMMY DUNN: You ain’t going to be too hungry is you’re only going to get seventy-five dollars worth; are you?

GRACIE FLOYD: (Not speaking into mic)

TOMMY DUNN: We have a second to Ms. Floyd’s request? Second Mr. Sanders. Any discussion? All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously. Anything else, Ms. Floyd?

GRACIE FLOYD: That’s it. Thank you.

TOMMY DUNN: Mr. Wooten?

CRAIG WOOTEN: Yes. I would like to allocate ten thousand dollars to the Anderson Pregnancy Care Center from District 1. I put that in the form of a motion.

CINDY WILSON: Second.

TOMMY DUNN: Have a motion by Mr. Wooten and second by Ms. Wilson. Any further discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously. Anything else, Mr. Wooten?

CRAIG WOOTEN: That’s it.
TOMMY DUNN: Ms. Wilson?
CINDY WILSON: I have several. May I make the following appropriations from District 7's recreation account: thirty-five hundred dollars to the Pelzer Heritage Commission for their ongoing programs and needs; three hundred dollars for the Anderson Pregnancy Care Center; three hundred dollars for Distinguished Young Women; and three hundred dollars for Shalom House Ministries; and twenty-five hundred dollars for the Cheddar Young Center programs.

TOMMY DUNN: Have a motion by Ms. Wilson. Have a second?
BRETT SANDERS: Second.
TOMMY DUNN: Second by Mr. Sanders. Any discussion? All in favor of Ms. Wilson's motion show of hands. Opposed like sign. Show the motion carries unanimously. Anything else, Ms. Wilson?
CINDY WILSON: That's all. Thank you.
TOMMY DUNN: From District 5's account, I'd like to appropriate fifteen hundred dollars to Friends of Sadlers Creek State Park; five hundred dollars to the Anderson Pregnancy Center; two hundred fifty dollars to the Distinguished Young Women; five hundred dollars to Shalom House Ministries. Put that in the form of a motion.

CINDY WILSON: Second.
TOMMY DUNN: Second Ms. Wilson. Any further discussion? All in the favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously. Anyone got anything else?
TOMMY DUNN: Okay. Thank you.

At this time we'll be moving on to Administrator's report.
RUSTY BURNS: Nothing at this time, Mr. Chairman.
TOMMY DUNN: Mr. Harmon, citizens comments?
LEON HARMON: Mr. Chairman, we have one person signed up, Mr. Stanley Gaines. I think he left. So no one else is signed up.
TOMMY DUNN: Okay. Thank you.

At this time remarks from council members. Mr. Davis?
JIMMY DAVIS: I have nothing, sir.
TOMMY DUNN: Thank you, Mr. Davis. Mr. Sanders?
BRETT SANDERS: None at this time, sir.
TOMMY DUNN: Thank you. Ms. Floyd?
GRACIE FLOYD: I have nothing.
TOMMY DUNN: Thank you, Ms. Floyd. Mr. Wooten?
CRAIG WOOTEN: Nothing at this time.

TOMMY DUNN: Ms. Wilson?

CINDY WILSON: Simply a big thank you to all who made all these measures possible this week. It’s been a hard week and I appreciate everybody’s help. Thank you.

TOMMY DUNN: Thank you. Appreciate everybody. Meeting adjourned.

(MEETING ADJOURNED AT 8:40 P.M.)
Ordinance 2019-030

AN ORDINANCE AMENDING ORDINANCE #99-004, THE ANDERSON COUNTY ZONING ORDINANCE, AS ADOPTED JULY 20, 1999, BY AMENDING CERTAIN SECTIONS OF THE ZONING ORDINANCE TEXT, SPECIFICALLY CHAPTER 70, ARTICLE 4, CHAPTER 70, ARTICLE 9, SECTIONS 5.2 AND 5.3, AND CHAPTER 70, ARTICLE 10, SECTION 2 TO RECONSTITUTE THE ZONING ADVISORY GROUPS; AND OTHER MATTERS RELATED THERETO.

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 Zoning Ordinance (the "Ordinance"), which has been amended from time to time;

WHEREAS, Anderson County Ordinance No. 99-004 contains provisions providing for amendment of the Ordinance;

WHEREAS, Anderson County Council desires to amend the Ordinance to reconstitute the Zoning Advisory Groups;

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

1. The Anderson County Council hereby finds that this proposed text amendment is 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 Zoning Ordinance as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 as follows:

(a) That Chapter 70, Article 4 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended such that the definition "Zoning Advisory Groups" reads as follows:

Zoning Advisory Groups means at the time of initial zoning of a voting precinct, the council member(s) whose district(s) include that precinct may recommend appointment of a zoning advisory group to offer advice on zoning-related matters in that precinct. The group shall be composed of three residents from the zoned precinct, and shall operate for a period of no more than two years from the time of the zoning of the precinct. The Planning and Community Development Department shall provide the zoning advisory group with necessary information concerning rezoning, variance, and special exception requests in that precinct. The group shall communicate its recommendations on these matters to the
Planning and Community Development Department in a timely fashion. The Planning and Community Development Department shall make these recommendations known to the Planning Commission, Board of Zoning Appeals, and the County Council.

(b) That Chapter 70, Article 9, Section 5.2 of the Code of Ordinances, Anderson County, South Carolina so that the second paragraph of this sections is hereby amended as follows:

Before action is taken on a request for a variance, the board shall hold one or more public hearings at which any party may appear in person, by agent, or by attorney. The Planning and Community Development Department will also refer the request to the appropriate Zoning Advisory Group for review. The Zoning Advisory Group shall provide a recommendation to the Planning and Community Development Department, which shall forward this recommendation to the Board of Zoning Appeals.

(c) That Chapter 70, Article 9, Section 5.3 of the Code of Ordinances, Anderson County, South Carolina is hereby amended such that item “C” of this section reads as follows:

C. The request has been referred to the appropriate Zoning Advisory Group for review. The Zoning Advisory Group shall provide a recommendation to the Planning and Community Development Department, which shall forward this recommendation to the Board of Zoning Appeals.

(d) That Chapter 70, Article 10, Section 2 of the Code of Ordinances, Anderson County, South Carolina is hereby amended as follows:

The Planning and Community Development Department shall, upon receipt of a request for an amendment to the zoning ordinance or map, schedule a public hearing for review and preparation of written recommendations to the Anderson County Planning Commission concerning the request. The Planning and Community Development Department will also refer the request to the appropriate Zoning Advisory Group for review. The Zoning Advisory Group will provide a recommendation to the Planning and Community Development Department, which shall forward this recommendation to the Planning Commission and the County Council.

The Planning Commission shall have 30 days within which to submit its report and recommendation to County Council. If the Planning Commission fails to submit a report within the prescribed time period, it is deemed to have approved the change or departure from the ordinance or map. The Planning and Community
Development Department, and Planning Commission shall ensure that the most expeditious treatment possible is afforded applications for rezoning when such applications are received within 60 days of the final enactment of a county ordinance imposing zoning on the affected area for the first time.

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.

Ordained in meeting duly assembled this 20th day of August, 2019.
ATTEST:

Rusty Burns
Anderson County Administrator

Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon Harmon, Esq.
Anderson County Attorney

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
Anderson County Council

1st Reading: July 16, 2019
2nd Reading: August 6, 2019
3rd Reading: August 20, 2019
Public Hearing: August 20, 2019
ORDINANCE NO. 2019-031

AN ORDINANCE TO AMEND SECTION 59-23, TITLED SPEED AND TRAFFIC VOLUME, OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA SO AS TO CHANGE THE STANDARD FOR DETERMINATION THAT A SPEEDING PROBLEM EXISTS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County Council has the authority and duty to provide for the general health, safety, and welfare of the Citizens of Anderson County and to exercise its police powers therefor;

WHEREAS, Chapter 59 of the Code of Ordinances, Anderson County, South Carolina, addresses speed humps;

WHEREAS, Chapter 59-23 of the Code of Ordinances, Anderson County, South Carolina presently addresses the existence of a speeding problem based upon the standard of an 85th percentile speed of at least 10 miles over the posted speed limit of 25 miles per hour or less; and

WHEREAS, the Anderson County Council desires to change that standard to a 95th percentile speed of at least ten miles per hour over the posted speed limit of 25 miles per hour or less to more effectively address speeding on certain County Roads within Anderson County.

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

1. Section 59-23 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

   Sec. 59-23. Speed and Traffic Volume.

   A current traffic study on a road proposed for speed humps must find that a speeding problem exists, based upon the standard of a 95th percentile speed of at least ten miles per hour over the posted speed limit of 25 miles per hour or less. Moreover, the average daily traffic on the road in question must be less than 4,000 vehicles.

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 20th day of August, 2019.

ATTEST:  FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Lacey Croegaert
Clerk to Council

Leon C. Harmon
Anderson County Attorney

Tommy Dunn, Chairman
Anderson County Council

First Reading: July 16, 2019
Second Reading: August 6, 2019
Third Reading: August 20, 2019
Public Hearing: August 20, 2019
Applicant: Richard Bennett
Current Owner: Anderson Investors LLC
Property Address: Cartee Road and I-85
Precinct: Mount Tabor
Council District: 4
TMS #(s): p/o 45-00-01-008 (Eastern portion of parcel, 760ft x depth of parcel, changing at curve of in Cartee)
Acreage: +/- 9.75 (entire parcel 25.37)
Current Zoning: R-20 (Single-Family Residential)
Requested Zoning: C-2 (Highway Commercial)
Surrounding Zoning: North: R-20
South: I-1 and R-20
East: R-20
West: C-2

Evaluation:

This request is to rezone the portion of the parcel of property described above from R-20 (Single-Family Residential) to C-2 (Highway Commercial). The applicant’s stated purpose is to add to the commercial property next door.

The purpose of the C-2 district is to provide for commercial uses on major thoroughfares which are oriented to customers traveling by automobile. Establishments in this district provide goods and services for the traveling public and for the convenience of local residents.

An expansion of wastewater lines to the Exit 14 location is currently being planned and could serve the proposal, once completed.

Commercial and residential uses are adjacent to the subject parcel. The Future Land Use Map in the County’s Comprehensive Plan (2016) identifies the area as commercial and residential.
Are there any Private Covenants or Deed Restrictions on the Property? Yes

If you indicated no, your signature is required. 

[Signature] 

Applicant's Signature

June 10, 2019

Date

If you indicated yes, please provide a copy of your covenants and deed restrictions with this application, pursuant to State Law (Section 6-29-1145: July 1, 2007), determining existence of restrictive covenants. Copies may be obtained at the Register of Deeds Office. It is the applicant's responsibility for checking any subdivision covenants or private covenants pertaining to the property.

Additional Information or Comments:

An accurate plat (survey) of the property must be submitted with this application.

If pursuing a review district classification (PD, IZOD, PC), a preliminary development plan, statement of intent and letters from appropriate agencies or districts verifying available and adequate public facilities must be submitted with the application.

Please refer to Chapter 70 of the Anderson County Code of Ordinances for further information regarding submission requirements.

As the applicant, I hereby confirm that all required information and materials for this application are authentic and have been submitted to the Planning & Community Development office.

[Signature]

Applicant's Signature

6/04/19

Date

* A zoning map amendment may be initiated by the property owner(s), Planning Commission, Zoning Administrator or County Council.

For Office Use Only:

Application Received By: Cunningham

Complete Submission Date: 6/10/19

Commission Public Hearing: 7-9-19

Council Public Hearing: 8-6-19

401 East River Street/Post Office Box 8002 * Anderson, South Carolina 29622
Phone: 864.260.4720 * Email: planning@andersoncounty.sc.org
TRACT "A"
25.373 ACRES

NOTE: "N" DENOTES NAIL IN

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON
JULY 20TH

PLAT OF

REFERENCE: PLAT BY

DEGREE SCALE: 1" = 300'

APPLEWHITE
MAILING ADDRESS: 1304
OFFICE ADDRESS: 240

777
E DENE

SLIDE 117 PAGE 8-13

LOT 15
The measurements as shown are correct; that the survey is less than 1:5000; that the area was surveyed by the D. Method; that there are no encroachments or encroachments as shown; and, that the property is not located thereon.

Curtis M. Applewhite
S. C. Reg. L. S. No. 4194

Township of Pendleton
City of Pendleton

Title of Land Surveyed at the Request of

James S. Eakes

Robinson Engineering Inc., Oct. 27, 1971

Date: Jan. 16, 1990

B. Applewhite Surveying Associates
Anderson Street, Belton, South Carolina 29627

P.O. Box 26, Anderson, South Carolina 29621

Phone: 803-226-4893
Rezoning Request
SC-187 & I-85
C-2/R-20 to C-2
Rezoning Request
SC-187 & I-85
C-2/R-20 to C-2
Rezoning Request
SC-187 & 1-85
C-2/R-20 to C-2
Rezoning Request
SC-187 & I-85
C-2/R-20 to C-2
ORDINANCE NO. 2019-035

AN ORDINANCE TO AMEND SECTION 2-633(A)(9) OF THE ANDERSON COUNTY, SOUTH CAROLINA CODE OF ORDINANCES SO AS TO INCREASE FROM $1,000.00 TO $5,000.00 THE SMALLEST AMOUNT FOR WHICH AN ANNUAL INVENTORY AND ACCOUNTING IS REQUIRED; AND MATTERS RELATED THERETO.

WHEREAS, the Anderson County, South Carolina Code of Ordinances, Section 2-633 (a)(9) requires an annual inventory and accounting for all Anderson County capital assets with an initial acquisition value in excess of $1,000.00; and

WHEREAS, the Government Finance Officers Association ("GFOA") Best Practices recommends that a governmental entity should not establish a capitalization threshold of less than $5,000.00 for any additional item; and

WHEREAS, the Anderson County Council desires to amend Section 2-633(a)(9) to be consistent with the aforementioned GFOA Best Practice.

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

1. Section 2-633(a)(9) of the Code of Ordinances, Anderson County, South Carolina is hereby amended to read as follows:

   Section 2-633(a)

   (9) Such procedures as may be necessary, in conjunction with the Anderson County Finance Office, for Anderson County divisions, departments, and offices, receiving public funds from Anderson County Council, to conduct no less than an annual inventory and accounting for all Anderson County capital assets with an initial acquisition value, based on the smallest separately identifiable component or item of such capital asset, in the amount of $5,000.00; and

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

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

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

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

ORDAINED in meeting duly assembled this ______ day of ______, 2019.

ATTEST: 

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman 
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: August 6, 2019

2nd Reading: 

3rd Reading: 

Public Hearing:
AN ORDINANCE AUTHORIZING PURSUANT TO TITLE 4 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, INCLUDING SECTIONS 4-1-170, 4-1-175, AND 4-29-68 THEREOF, AND ARTICLE VIII, SECTION 13 OF THE SOUTH CAROLINA CONSTITUTION THE, EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT, BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, AND A COMPANY KNOWN TO THE COUNTY AS PROJECT MCPEND, INCLUDING CERTAIN RELATED OR AFFILIATED ENTITIES, TO PROVIDE FOR CERTAIN SPECIAL SOURCE REVENUE OR INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Anderson County, South Carolina ("County"), acting by and through its County Council ("County Council") is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (collectively, the "Infrastructure Credit Act"), and Article VIII, Section 13 of the South Carolina Constitution (i) to provide special source revenue or infrastructure credits ("Infrastructure Credit") for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the project and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise, all to enhance the economic development of the County ("Infrastructure"); and (ii) to expand, in conjunction with one or more other counties, a joint county industrial or business park in order to facilitate the grant of such special source revenue credits; and

WHEREAS, [PROJECT MCPEND], a [STATE ENTITY], including its related and affiliated entities [formerly identified by the County as Project MCPend] ("Company"), is planning an investment consisting of the expenditure of approximately $30,000,000 ("Investment") to acquire by construction, lease, and purchase certain land, buildings, furnishings, fixtures, and equipment for the purpose of establishing a commercial residential facility in the County (collectively, "Project"); and

WHEREAS, the County has previously created a joint county industrial and business park with Greenville County ("Park") pursuant to that certain Agreement for the Development of a Joint County Industrial and Business Park (2010 Park), as amended, between the County and Greenville County, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter into with respect to the Project to offer the benefits of the Infrastructure Credit to the Company hereunder ("Park Agreement");

WHEREAS, in accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a situs in the Park are exempt from all ad valorem taxation, however, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the ad valorem property taxes or other fee-in-lieu-of-taxes that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park (each, a "Fee Payment"); and

WHEREAS, in connection with the Project, the Company has requested the County to enter into an incentives agreement, to the extent and subject to the conditions provided in that agreement, to establish the commitments of (i) the Company to make the Investment and (ii) the County to provide certain special
source revenue or infrastructure credits against certain Fee Payments made in connection with the Project; and

WHEREAS, the County has determined to provide certain annual infrastructure credits against each Fee Payment for a period of twenty (20) years, the terms and conditions of which are more fully set forth in an agreement attached hereto as Exhibit A ("Infrastructure Credit Agreement").

NOW, THEREFORE, BE IT ORDAINED BY THE ANDERSON COUNTY COUNCIL DULY ASSEMBLED THAT:

Section 1. Findings. The County hereby finds and affirms based on information provided by the Company: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

Section 2. Authorization to Execute and Deliver Infrastructure Credit Agreement. The County Council authorizes and directs the County Council Chairman to execute the Infrastructure Credit Agreement, with any minor modifications and revisions which shall not be materially adverse to the County and shall be deemed approved by the County Council upon the Chairman's execution of the Infrastructure Credit Agreement, and the Clerk to County Council is authorized and directed to attest the same; and the Clerk to County Council is further authorized and directed to deliver the executed Infrastructure Credit Agreement to the Company.

Section 3. Inclusion of Project in Park. The County Council agrees to use its best efforts to ensure that the Project is incorporated into and remains in the Park for no less than the term of the Infrastructure Credit Agreement and hereby authorizes and directs the County Council Chairman and the County Administrator to execute an amendment to the Park Agreement, with any minor modifications and revisions which shall not be materially adverse to the County and shall be deemed approved by the County Council upon the Chairman's and the County Administrator's execution of the Park Agreement, and the Clerk to County Council is authorized and directed to attest the same; and the Clerk to County Council is further authorized and directed to deliver the executed Park Agreement to the Company.

Section 4. Further Acts. The County Council authorizes the County Council Chairman, the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

Section 5. General Repealer. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 6. Severability. Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.
This Ordinance takes effect and is in full force only after the County Council has approved this Ordinance following three readings and a public hearing.

(SEAL)

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: August 6, 2019
Second Reading:
Third Reading:
Public Hearing:

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
Anderson County Council

Ordinance 2019-036
EXHIBIT A

Infrastructure Credit Agreement
INFRASTRUCTURE CREDIT AGREEMENT

BY AND BETWEEN

[PROJECT MCPEND]

AND

ANDERSON COUNTY, SOUTH CAROLINA

2019

PREPARED BY:
PARKER POE ADAMS & BERNSTEIN LLP
110 EAST COURT STREET, SUITE 200
GREENVILLE, SOUTH CAROLINA 29601
(864) 577-6370
INFRASTRUCTURE CREDIT AGREEMENT

THIS INFRASTRUCTURE CREDIT AGREEMENT ("Agreement") is made and entered into as of September 3, 2019, by and among Anderson County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting by and through the Anderson County Council ("County Council") as the governing body of the County, [PROJECT MCPEND], a [STATE ENTITY], including any of its related or affiliated entities [formerly identified by the County as Project MCPEND] ("Company"), and any other party that may join as a Project Affiliate as that term is defined in this Agreement (hereinafter, the County, the Company, and any Project Affiliate are referred to collectively as "Parties," and individually as a "Party").

WITNESSETH:

(a) The County, acting by and through its County Council is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-l-170 and 4-l-175 thereof, Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (collectively, the "Infrastructure Credit Act"), and Article VIII, Section 13 of the South Carolina Constitution (i) to provide special source revenue credits for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the project and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise, all to enhance the economic development of the County; and (ii) to expand, in conjunction with one or more other counties, a joint county industrial or business park in order to facilitate the grant of such special source revenue credits;

(b) The Company is planning an investment consisting of the expenditure of $30,000,000 ("Investment") in connection with the acquisition by construction, lease, and purchase of certain land, buildings, furnishings, fixtures, and equipment, for the purpose of establishing a commercial residential facility in the County (collectively, "Project");

(c) The Project, including the Project Site which is more particularly described in the attached Exhibit A, will be placed in a multi-county industrial park as previously formed by that certain Agreement for the Development of a Joint County Industrial and Business Park (2010 Park), as amended, between the County and Greenville County, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter into with respect to the Project to offer the benefits of the Infrastructure Credit to the Company hereunder ("Park Agreement");

(d) The term Project Affiliate refers to an affiliate that joins with or is an affiliate of the Company who executes and delivers a Joinder Agreement in a form substantially similar to that attached hereto as Exhibit B; and whose investment with respect to the Project shall (i) be considered part of the Investment for purposes of this Agreement and (ii) be qualified to receive the benefits pursuant to this Agreement and the Infrastructure Credit Act; and

(e) In accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a situs in a Park, are exempt from all ad valorem taxation, however, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the ad valorem property taxes or other fee-in-lieu-of-taxes that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park (each, a "Fee Payment").

NOW, THEREFORE, IN CONSIDERATION of the respective representations and agreements contained in this Agreement, the Parties agree to the following.

Ordinance 2019-036
ARTICLE I
REPRESENTATIONS

Section 1.1.  *Representations by the County.* The County represents to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina ("State");

(b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;

(c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of an ordinance in accordance with the procedural requirements of the Infrastructure Credit Act and any other applicable state law;

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;

(e) The County has approved the inclusion of the Property in the Park by adoption of an ordinance; and

(f) Based on representations made by the Company, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

Section 1.2.  *Representations by the Company.* The Company represents to the Local Governments as follows:

(a) The Company is in good standing under the laws of the State, has power to conduct business in the State and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;

(b) The Company will invest the Investment Commitment, as defined below, at the Project; and

(c) The Company’s execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

ARTICLE II
INFRASTRUCTURE CREDITS

Section 2.1  *Investment Commitment; Termination.*

(a) The aggregate amount the Company shall invest in the Project shall equal or exceed $30,000,000, as measured by original cost without regard to depreciation ("Investment Commitment"), before the end of the investment period, which shall begin on the first day of the first tax year in which the Company places investments into service and shall include each subsequent year through December 31, 2024 ("Investment Period").

(b) In the event the Company fails to achieve an aggregate investment of $25,000,000, then this Agreement shall terminate with regard to the Project and, on termination, the Company is no longer entitled to any further benefits under this Agreement for the Project.
Section 2.2  Infrastructure Credits.

(a) Subject to the provisions herein, the County grants an annual infrastructure credit ("Infrastructure Credit") to the Company and any Project Affiliate against each annual Fee Payment in an amount equal to the percentage ("Applicable Percentage") shown in the table below multiplied by the otherwise due Fee Payment liability each year for a period of twenty (20) years ("Credit Period"). The Credit Period shall commence in the first property tax year for which any Fee Payment becomes due. The Parties anticipate that the first year of the Credit Period will be property tax year 2020 (i.e., since the Fee Payment for investments made in 2019 will be invoiced to the Company in property tax year 2020 and payable on or before January 15, 2021) and that the last year of the Credit Period will be tax year 2039.

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<thead>
<tr>
<th>Years</th>
<th>Applicable Percentage</th>
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<tbody>
<tr>
<td>1-10</td>
<td>50%</td>
</tr>
<tr>
<td>11-20</td>
<td>40%</td>
</tr>
</tbody>
</table>

(b) The County shall deduct the Infrastructure Credits from the Company’s annual Fee Payment liability and reflect the deduction on the Company’s property tax bills with respect to the Project and the Company shall remit the Fee Payment net of the Infrastructure Credit ("Net Fee Payment") to the County.

(c) Any Infrastructure Credit provided under this Agreement shall be used to reimburse the Company for eligible expenditures, as permitted by the Infrastructure Credit Act, which includes the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Company’s property, for improved or unimproved real estate or for personal property. The Infrastructure Credit benefits shall be first deemed to be applied to the eligible expenditures of the Company, with any remaining Infrastructure Credit benefit to be applied to the eligible expenditures of a Project Affiliate, if any, the allocation of which shall be determined in the sole discretion of the Company. In no event shall the aggregate amount of Infrastructure Credits received as of any point in time exceed the amount of the Company’s, and any Project Affiliate’s, aggregate investment in such eligible expenditures as of such time.

(d) To the extent that the Company is unable to apply the annual Infrastructure Credit to its fullest extent in any given year of the Credit Period, the Company may use any remaining amount of annual Infrastructure Credit in any of the succeeding years of the Credit Period. To the extent that the Company has any remaining, unused Infrastructure Credit upon the end of the Credit Period, the Company may request that the County extend the Credit Period so that the Company may apply such amount to future Fee Payments, the extension of which may be approved by the County Administrator, without further action by County Council. However, if there is sufficient Fee Payment in any given year during the Credit Period against which an annual Infrastructure Credit could be applied, then the annual Infrastructure Credit must be taken to the fullest extent against such Fee Payment in such year.

(e) In the event the Company achieves an aggregate investment of at least $25,000,000 but less than the Investment Commitment, as measured by original cost without regard to depreciation, before the end of the Investment Period, the Applicable Percentage in Section 2.2(a) of this Agreement shall be replaced by the percentages shown in the table below.

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<tr>
<th>Years</th>
<th>Applicable Percentage</th>
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<tbody>
<tr>
<td>1-5</td>
<td>50%</td>
</tr>
<tr>
<td>6-20</td>
<td>40%</td>
</tr>
</tbody>
</table>
Section 2.3. Certification. For each year during the Credit Period, the Company shall be responsible for completing an "Investment Certification" (in substantially the form attached as Exhibit C) on or before May 31 following each year of the Investment Period, beginning on May 31, 2020, in accordance with the instructions set forth therein. Exhibit C shall be part of this Agreement. Should the Company fail to submit the Investment Certification on May 31 following each year of the Investment Period, the County may choose to terminate this Agreement upon written notice of default to the Company by the County and the expiration of a 90-day cure period.

Section 2.4. Project Shall Remain in the Park. The County will use its best efforts to ensure that the Project will remain in the Park so long as the Company is located at the Project Site. If, for any reason, the Park Agreement is modified to exclude the Project or is otherwise terminated, then the County will use its best efforts to ensure that the Project shall be immediately placed into another multi-county park arrangement to which the County is party and that would enable the Company to receive the Infrastructure Credit benefits set forth in this Agreement. To the extent that no multi-county park arrangement exists to which the County is a party, then the County agrees to use its best efforts to make arrangements with the Company to offer a legally available alternative arrangement, upon mutually agreeable terms, that would deliver the same value of the benefits as the Infrastructure Credit benefits set forth in this Agreement for the remainder of the Credit Period, as extended, to the maximum extent permitted by law.

Section 2.5. Addition of Project Affiliates. Any Project Affiliate may join as a Party to this Agreement, without the approval of County Council, provided that it agrees to be bound by the terms of that Joinder Agreement attached as Exhibit B, a fully executed copy of which will be delivered to the County.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are "Events of Default" under this Agreement:

(a) Failure by the Company to make a Net Fee Payment to the County, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

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

(c) Failure by the Company to perform any obligation under this Agreement (other than those described in Sections 2.1 and 2.2 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made;

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.
Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement; or

(ii) terminate the Agreement.

Section 3.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. Nonwaiver. A delay or omission by the Company or Local Governments to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV
MISCELLANEOUS

Section 4.1. Notices. Any notice, election, demand, request or other communication to be provided under this Agreement shall be effective when delivered to the party named below or three business days after deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Anderson County, South Carolina
Attn: County Administrator
PO Box 8002
Anderson, South Carolina 29622

WITH A COPY TO: Anderson County Attorney
PO Box 8002

(does not constitute notice):
Section 4.2. Binding Effect. This Agreement is binding, in accordance with its terms, upon and inures to the benefit of the Company and its respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 4.3. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts and each such executed counterpart shall be, and shall be deemed to be, an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate but one and the same instrument. This Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Agreement to be original signatures and may conclusively be relied upon by any Party to this Agreement.

Section 4.4. Governing Law. This Agreement and all documents executed in connection with this Agreement are construed in accordance with and governed by the laws of the South Carolina. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 4.5. Amendments. The Parties may modify or amend this Agreement only in a writing signed by the Parties.

Section 4.6. Further Assurance. From time to time the County shall execute and deliver to the Company any additional instruments as the Company reasonably request to evidence or effectuate the purposes of this Agreement, subject to any approvals required to be obtained from County Council.

Section 4.7. Severability. If any provision of this Agreement is illegal, invalid or unenforceable for any reason, the remaining provisions remain unimpaired and any illegal, invalid or unenforceable provision are reformed to effectuate most closely the legal, valid and enforceable intent and to afford the Company with the maximum benefits to be derived under this Agreement and the Act, it being the intention of the County to offer the Company the strongest inducement possible to encourage investment on the Project.

Section 4.8. Assignment. This Agreement may be assigned in whole or in part. To the extent any further consent is required by the Act and requested, the County may grant such consent by adoption of a Resolution, which consent will not be unreasonably withheld.

Section 4.9. Limited Obligation. THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY

Ordinance 2019-036
FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

Section 4.10. Force Majeure. The Company is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company’s reasonable control.

Section 4.11. Administration Expenses. The Company agrees to pay the reasonable and necessary expenses incurred by the County with respect to this Agreement ("Administration Expenses"), including reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred. The parties hereto agree the Administration Expenses shall not exceed $5,000 in any event. The Company agrees to pay the Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County’s right to receive such payment, specifying the nature of such expense and requesting payment of same.

Signature pages follow.

Ordinance 2019-036
Section 4.12 Entire Agreement. This Agreement expresses the entire understanding and all agreements of the Parties with each other, and no Party is bound by any agreement or any representation to another Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.13 Construction. Each Party and its legal counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.14 Waiver. Any Party may waive compliance by another Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.15 Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Period and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.16 Business Day. If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk to County Council as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: ______________________________
    Tommy Dunn, Chairman
    Anderson County Council

ATTEST:

_______________________________
Lacey Croegaert
Anderson County Clerk to Council

[Signature Page 1 to Infrastructure Credit Agreement]
IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in its name and on its behalf by its authorized officer as of the day and year first above written.

[PROJECT MCPEND]

By: ____________________________

Its: ____________________________
EXHIBIT A

Project Site

[INSERT LEGAL DESCRIPTION]
EXHIBIT B

JOINDER AGREEMENT

Reference is hereby made to that certain Infrastructure Credit Agreement effective [DATE], 2019 ("Infrastructure Credit Agreement"), between Anderson County, South Carolina ("County"), [PROJECT MCPEND] (the "Company").

1. Joinder to Infrastructure Credit Agreement.

The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Infrastructure Credit Agreement except the following: ___________; (b) acknowledges and agrees that (i) in accordance with the Infrastructure Credit Agreement, the undersigned has been designated as a Project Affiliate by the Company for purposes of the Project; and (ii) the undersigned shall have all of the rights and obligations of a Project Affiliate as set forth in the Infrastructure Credit Agreement, unless otherwise set forth herein.

2. Capitalized Terms.

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Infrastructure Credit Agreement.


This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. Notice.

Notices under Section 4.1 of the Infrastructure Credit Agreement shall be sent to:

[ ]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

______________________________  ______________________________
Date                                      Name of Entity

By: ________________________________
Name: ________________________________
Its: ________________________________
Address: ________________________________

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Project Affiliate under the Infrastructure Credit Agreement effective as of the date set forth above.

By: ________________________________
Name: ________________________________
EXHIBIT C
INVESTMENT CERTIFICATION

Reference is made to the Infrastructure Credit Agreement, dated as of [DATE], 2019 ("Agreement"), by and among Anderson County, South Carolina ("County"); [PROJECT MCPEND] ("Company"). Each capitalized term not defined in this Annual Certification and Claim Form ("Certification") has the meaning contained in the Agreement.

I __________, the __________ of the Company, do hereby certify in connection with Section 1 and Section 2 of the Agreement, as follows:

(1) The total investment made by the Company in the Project during the calendar year ending December 31, 20__ was $__________.

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

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

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

____________________

· Name:____________________

Its:____________________
ORDINANCE NO. 2019-037

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

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

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

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

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

DONE in meeting duly assembled this ____ day of _________ 2019.

(SEAL)

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
Anderson County Council

First Reading: August 6, 2019
Second Reading:
Third Reading:
Public Hearing:
Addition to Exhibit A to
Agreement for the Development of a Joint County Industrial and
Business Park dated as of December 1, 2010, as amended,
between Anderson County and Greenville County

Property Description

[INSERT LEGAL DESCRIPTION]
I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of __________, ________, and ________, 2019, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

__________________________________
Lacey Croegaert
Anderson County Clerk to Council

Dated: ________________, 2019
ORDINANCE NO. 2019-038

AN ORDINANCE TO AUTHORIZE ANDERSON COUNTY TO OBTAIN A LOAN FROM THE BROWNFIELDS REVOLVING LOAN FUND ADMINISTERED BY THE CATAWBA REGIONAL COUNCIL OF GOVERNMENTS FOR ENVIRONMENTAL CLEANUP AT THE TOXAWAY MILL SITE AND THE PELZER LOWER MILL SITE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, this Ordinance supersedes Ordinance No. 2016-011, enacted on the 3rd day of May, 2016;

WHEREAS, the Catawba Regional Council of Governments administers the Brownfields Revolving Loan Fund ("BRLF") on behalf of the South Carolina Department of Health and Environmental Control;

WHEREAS, subsequent to enactment of Ordinance No. 2016-011, Anderson County obtained two loans from the BRLF, one in the amount of $200,000.00 for the Toxaway Mill Site and one in the amount of $250,000.00 for the Pelzer Lower Mill Site, both of which are inadequate for the clean-up of these sites. Funds were never drawn through these loans and new loans are now required through the BRLF.

WHEREAS, the Brownfields Revolving Loan Fund is available to finance environmental cleanup and removal activities at brownfield sites within South Carolina at below market interest rates and forgiveness of up to thirty percent (30%) of the amount of the loan made to governmental borrowers;

WHEREAS, there is a need for environmental cleanup at the Toxaway Mill Site and the Pelzer Lower Mill Site within Anderson County, and

WHEREAS, Anderson County desires to participate in and obtain funds from the Brownfields Revolving Loan Fund for cleanup activities at the Toxaway Mill Site and the Pelzer Lower Mill Site.

NOW, THEREFORE, be it ordained by Anderson County Council in meeting duly assembled, that:
1. The Anderson County Council authorizes Anderson County to participate in the Brownfields Revolving Loan Fund and further authorizes the Anderson County Administrator to make application for a loan from the Brownfields Revolving Loan Fund in the total amount of $942,000.00 to be allocated for environmental cleanup at the Toxaway Mill Site in the amount of $650,000.00 and the Pelzer Lower Mill Site in the amount of $292,000.00 and to secure the loan with a pledge of a certificate of deposit or a first mortgage of real property on terms and conditions satisfactory to the Lender equal to the amount of $700,000.00. The Anderson County Administrator is hereby authorized to execute all documents related to obtaining the loan from the Brownfields Revolving Loan Fund.

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

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

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

ORDAINED in meeting, duly assembled, this ____ day of ____________, 2019
ATTEST:

Rusty Burns
Anderson County Administrator

Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: August 6, 2019
Second Reading: 
Third Reading: 
Public Hearing: 

FOR ANDERSON COUNTY

Tommy Dunn, Chairman
Anderson County Council
ORDINANCE NO. 2019-039

AN ORDINANCE AUTHORIZING THE SALE OF ALL REAL PROPERTY OWNED BY ANDERSON COUNTY, SOUTH CAROLINA, ACQUIRED BY DEED FROM ONE WORLD TECHNOLOGIES, INC., AND ALSO KNOWN AS THE PICKENS TTI SITE TO EMPIRE PROPERTIES, LLC; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County acquired the Pickens TTI site located in Pickens County, South Carolina by deed from One World Technologies, Inc. as part of an economic development project known as Project NASA;

WHEREAS, the Pickens TTI site was formerly a manufacturing facility owned by One World Technologies, Inc;

WHEREAS, TTI has proceeded to consolidate its operation in a campus site near Exit 27 on Interstate 1-85;

WHEREAS, the County requested proposals to purchase the property;

WHEREAS, Empire Properties, LLC submitted the successful proposal to purchase the Pickens TTI site; and

WHEREAS, Anderson County desires to sell the Pickens TTI Site to Empire Properties, LLC.

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

1. The Anderson County Council hereby approves the sale of real property identified as the Pickens TTI site and more accurately described in Exhibit A, attached hereto and made a part hereof. The Chairman of County Council and the County Administrator are hereby authorized, empowered, and directed to execute, acknowledge, and deliver all documents in the name and behalf of the County to carry out the transaction contemplated by this Ordinance,
including without limitation deed(s), affidavit(s), settlement statement(s), and other such
documents necessary and appropriate for the sale of the Pickens TTI site real property.

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

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

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

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

ORDAINED in meeting duly assembled this _______ day of _______. 2019.
ATTEST:

Rusty Burns
Anderson County Administrator

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
Anderson County Council

1st Reading: August 6, 2019

2nd Reading:

3rd Reading:

Public Hearing:
EXHIBIT A
LEGAL DESCRIPTION

All of that certain piece, parcel, or tract of land situate, lying and being in the County of Pickens, State of South Carolina, containing 110.18 acres, more or less, as shown on plat by Freeland-Clinkscales and Associates, Inc., dated July 12, 1988, of record in the Office of the Clerk of Court for Pickens County, South Carolina, in Plat Book 35 at Page 167, reference to which is hereby invited for a more complex description as to metes and bounds, courses, and distances.

The above property was conveyed to ONE WORLD TECHNOLOGIES, INC., a Delaware corporation, by deed of Ryobi Motor Products Corp., a Delaware corporation, dated July 27, 2000, and recorded in the Office of the Pickens County Register of Deeds in Book D0559 at Page 86 on August 3, 2000.

TMS# 4181-12-97-9113

LESS AND EXCEPT:

All that certain tract of land identified as "Tract "B" on the survey entitled Survey for Ryobi Motor Products Corp. "Pickens Plant" dated April 7, 2000, as recorded in the Office of the Pickens County Register of Deeds in Plat 392 at Page 9-12 (the "Survey") with all improvements thereon, said tract comprising approximately 14.87 acres and having metes and bounds commencing at an iron pin on the southeast corner of the property identified on the Survey as being owned by Billy W. Jones, then 51.74 feet N 05-25-21 E to an iron pin (1/2" rod) along the eastern boundary of said property of Billy W. Jones, then 40.62 feet S 11-47-40 E along the southwestern boundary of a property identified on the Survey as being owned by Thrift Brothers Inc., then 350.49 feet N 75-34-44 E to an iron pin at the southeast corner of said property of the Thrift Brothers, Inc. then 26.83 feet S 04-37-19 W to a PK nail in the middle of an asphalt roadway, then 306.45 feet along the middle of said roadway N 75-16-44 E to a PK nail, then 216.03 feet along the middle of said roadway N 85-35-57 E to a PK nail, then 197.57 feet along the middle of said roadway S 86-42-25 E to a PK nail, then 170.00 feet along the middle of said roadway S 88-51-47 E to a PK nail, then 756.08 feet S 21-47-45 W to an iron pin [one inch crimp pipe], then 96.12 feet S 21-47-45 W to a point, then 24.33 feet N 81-55-04 W to a point, then 268.26 feet N 65-33-34 W to a point, then 616.54 feet N 74-49-01 W to a point along the western boundary of property identified on the Survey as being owned by Leona W. Crowther, et al., then 10.34 feet N 07-23-56 W to an iron pin [1" crimp top pipe], then 353.82 feet to an iron pin [1/2" rod], then 21.96 feet N 89-13-25 W to the starting point.

LESS AND EXCEPT:

All that certain piece, parcel or tract of land located in the County of Pickens, State of South Carolina, containing 0.10 acre, more or less as depicted on Exhibit A, attached to that certain Title to Real Estate from One World Technologies, Inc. to
South Carolina Department of Transportation, Columbia, South Carolina, dated March 5, 2012, and recorded in the Office of the Pickens County Register of Deeds in Book 1454 at Page 193 on May 16, 2012.
AN ORDINANCE (1) AUTHORIZING PURSUANT TO TITLE 4 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, INCLUDING SECTIONS 4-1-170, 4-1-175, AND 4-29-68 THEREOF, AND ARTICLE VIII, SECTION 13 OF THE SOUTH CAROLINA CONSTITUTION THE, EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT, BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, AND A COMPANY KNOWN TO THE COUNTY AS PROJECT SWAN, TO PROVIDE FOR CERTAIN SPECIAL SOURCE REVENUE OR INFRASTRUCTURE CREDITS; (2) AUTHORIZING THE RECEIPT AND ADMINISTRATION OF A STATE GRANT FOR THE BENEFIT OF THE PROJECT; AND (3) OTHER RELATED MATTERS.

WHEREAS, Anderson County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (collectively, the “Infrastructure Credit Act”), and Article VIII, Section 13 of the South Carolina Constitution (i) to provide special source revenue or infrastructure credits (“Infrastructure Credit”) for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the project and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise, all to enhance the economic development of the County (“Infrastructure”); and (ii) to expand, in conjunction with one or more other counties, a joint county industrial or business park in order to facilitate the grant of such special source revenue credits; and

WHEREAS, [PROJECT SWAN], a [STATE ENTITY] [formerly identified by the County as Project Swan] (“Company”), is planning an investment consisting of the expenditure of approximately $4,195,000 (“Investment”) to acquire by construction, lease, and purchase certain land, buildings, furnishings, fixtures, and equipment for the purpose of establishing a manufacturing facility in the County and expects to create 115 new, full-time jobs in the County (collectively, “Project”); and

WHEREAS, the County has previously created a joint county industrial and business park with Greenville County (“Park”) pursuant to that certain Agreement for the Development of a Joint County Industrial and Business Park (2010 Park), as amended, between the County and Greenville County, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter into with respect to the Project to offer the benefits of the Infrastructure Credit to the Company hereunder (“Park Agreement”);

WHEREAS, in accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a situs in the Park are exempt from all ad valorem taxation, however, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the ad valorem property taxes or other fee-in-lieu-of-taxes that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park (each, a “Fee Payment”); and

WHEREAS, in connection with the Project, the Company has requested the County to enter into an incentives agreement, to the extent and subject to the conditions provided in that agreement, to establish the commitments of (i) the Company to make the Investment and (ii) the County to provide certain special
source revenue or infrastructure credits against certain Fee Payments made in connection with the Project; and

WHEREAS, the County has determined to provide certain annual infrastructure credits against each Fee Payment for a period of twenty (20) years, the terms and conditions of which are more fully set forth in an agreement attached hereto as Exhibit A ("Infrastructure Credit Agreement").

WHEREAS, [SPONSOR AFFILIATE] intends to participate in the Investment in the Project at the Project Site and desires to be approved as a [Sponsor Affiliate] to the Infrastructure Credit Agreement as further defined in the Infrastructure Credit Agreement; and

WHEREAS, the County understands that the Coordinating Council for Economic Development (the "Coordinating Council") plans to provide a monetary grant (a "State Grant"), for the benefit of the Project in the County, the funds of which will be received and administered by the County, or its affiliates, as grantee, for the benefit of the Project; and

WHEREAS, the County consents (i) to enter into any necessary agreements with the Coordinating Council and the Company, including but not limited to any performance agreement in connection therewith ("State Grant Agreement"); and (ii) to accept, receive and administer the State Grant for the benefit of the Project in the County; and

WHEREAS, the parties recognize and acknowledge that the Company would not otherwise undertake the Project in the County but for the delivery of the Incentives as set forth herein.

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

Section 1. Findings. The County hereby finds and affirms based on information provided by the Company: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

Section 2. Authorization to Execute and Deliver Infrastructure Credit Agreement. The County Council authorizes and directs the County Council Chairman to execute the Infrastructure Credit Agreement, with any minor modifications and revisions which shall not be materially adverse to the County and shall be deemed approved by the County Council upon the Chairman's execution of the Infrastructure Credit Agreement, and the Clerk to County Council is authorized and directed to attest the same; and the Clerk to County Council is further authorized and directed to deliver the executed Infrastructure Credit Agreement to the Company.

Section 3. Inclusion and Maintenance of Project in Park. The County Council agrees to use its best efforts to ensure that the Project is incorporated into and remains in the Park for no less than the term of the Infrastructure Credit Agreement and hereby authorizes and directs the County Council Chairman to execute an amendment to the Park Agreement, with any minor modifications and revisions which shall not be materially adverse to the County and shall be deemed approved by the County Council upon the Chairman's execution of the Park Agreement, and the Clerk to County Council is authorized and directed to attest the same; and the Clerk to County Council is further authorized and directed to deliver the executed Park Agreement to the Company.
Section 4. **Grant Administration.** The County shall administer the State Grant, as applicable, and within a reasonable time after receipt by the County and confirmation of the Company’s compliance with the terms and conditions of the State Grant, as applicable, shall provide the proceeds of the State Grant, as applicable, for the benefit of the Project. The Chair of County Council is authorized and empowered, in the name of and behalf of the County, to enter any performance agreement with the Coordinating Council and the Company as may be necessary and advisable by the County Attorney.

Section 5. **Further Acts.** The County Council authorizes the Chair of County Council, the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an “Authorized Individual”), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

Section 6. **General Repealer.** All ordinances, resolutions, and their parts in conflict with this Ordinance are, to the extent of that conflict repealed.

Section 7. **Severability.** Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

This Ordinance takes effect and is in full force only after the County Council has approved this Ordinance following three readings and a public hearing.

Done in meeting duly assembled this ___ day of __________, 2019.

ANDERSON COUNTY, SOUTH CAROLINA

ATTEST:

Rusty Burns  
Anderson County Administrator

Tommy Dunn, Chairman  
Anderson County Council

Lacey A. Croegaert  
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon  
Anderson County Attorney

READINGS:
First reading:
Second reading:
Third reading:
Public hearing:
EXHIBIT A

Property Description

[INSERT LEGAL DESCRIPTION]
EXHIBIT B

Infrastructure Credit Agreement
INFRASTRUCTURE CREDIT AGREEMENT

BY AND BETWEEN

[PROJECT SWAN]

AND

ANDERSON COUNTY, SOUTH CAROLINA

______________, 2019

PREPARED BY:
PARKER POE ADAMS & BERNSTEIN LLP
110 EAST COURT STREET, SUITE 200
GREENVILLE, SOUTH CAROLINA 29601
(864) 577-6370
INFRASTRUCTURE CREDIT AGREEMENT

THIS INFRASTRUCTURE CREDIT AGREEMENT ("Agreement") is made and entered into as of September 17, 2019, by and among Anderson County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting by and through the Anderson County Council ("County Council") as the governing body of the County, [PROJECT SWAN], a [STATE ENTITY] [formerly identified by the County as Project Swan] ("Investor"), [AFFILIATE], a [STATE ENTITY] (a Project Affiliate as that term is defined in this Agreement and, together with Investor, the "Company"), and any other party that may join as a Project Affiliate as that term is defined in this Agreement (hereinafter, the County, the Company, and any Project Affiliate are referred to collectively as "Parties," and individually as a "Party").

WITNESSETH:

(a) The County, acting by and through its County Council is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (collectively, the "Infrastructure Credit Act"), and Article VIII, Section 13 of the South Carolina Constitution (i) to provide special source revenue credits for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the project and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise, all to enhance the economic development of the County; and (ii) to expand, in conjunction with one or more other counties, a joint county industrial or business park in order to facilitate the grant of such special source revenue credits;

(b) The Company is planning an investment consisting of the expenditure of $4,195,000 (including $1,350,000 of real property acquisition, $645,000 of leasehold improvements, $1,500,000 of new machinery and equipment, and $700,000 of used machinery and equipment being transferred to the County) and the creation of approximately 115 new, full-time jobs in connection with the acquisition by construction, lease, transfer, and purchase of certain land, buildings, furnishings, fixtures, and equipment, for the purpose of establishing a manufacturing facility in the County (collectively, "Project");

(c) The Project, including the real property which is more particularly described in the attached Exhibit A ("Project Site"), will be placed in a multi-county industrial park as previously formed by that certain Agreement for the Development of a Joint County Industrial and Business Park (2010 Park), as amended, between the County and Greenville County, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter into with respect to the Project to offer the benefits of the Infrastructure Credit to the Company hereunder ("Park Agreement");

(d) The term Project Affiliate refers to an affiliate that joins with or is an affiliate of the Company who executes and delivers a Joinder Agreement in a form substantially similar to that attached hereto as Exhibit B; and whose investment with respect to the Project shall (i) be considered towards satisfaction of the Investment Commitment, as defined below, for purposes of this Agreement and (ii) be qualified to receive the benefits pursuant to this Agreement and the Infrastructure Credit Act; and

(e) In accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a situs in a Park, are exempt from all ad valorem taxation, however, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the ad valorem property taxes or other fee-in-lieu-of-taxes that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park (each, a "Fee Payment").
NOW, THEREFORE, IN CONSIDERATION of the respective representations and agreements contained in this Agreement, the Parties agree to the following.

ARTICLE I
REPRESENTATIONS

Section 1.1. Representations by the County. The County represents to the Company as follows:
(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina ("State");

(b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;

(c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of an ordinance in accordance with the procedural requirements of the Infrastructure Credit Act and any other applicable state law;

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;

(e) The County has approved the inclusion of the Property in the Park by adoption of an ordinance; and

(f) Based on representations made by the Company, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

Section 1.2. Representations by the Company. The Company represents to the Local Governments as follows:

(a) The Company is in good standing under the laws of the State, has power to conduct business in the State and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;

(b) The Company will invest the Investment Commitment, as defined below, at the Project; and

(c) The Company’s execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

ARTICLE II
INFRASTRUCTURE CREDITS

Section 2.1 Investment Commitment; Jobs Commitment.

(a) The aggregate amount the Company shall invest in the Project shall equal or exceed $4,195,000, as measured by original cost without regard to depreciation ("Investment Commitment"), before the end of the investment period, which shall begin on the first day of the first tax year in which the Company places investments into service and shall include each subsequent year through December 31, 2024 ("Investment Period").
(b) The Company shall create at least one hundred and fifteen (115) new, full-time jobs at the Project before the end of the Investment Period.

Section 2.2 Infrastructure Credits.

(a) Subject to the provisions in this Section 2.2, the County grants an annual infrastructure credit ("Infrastructure Credit") to the Company and any Project Affiliate against each annual Fee Payment in an amount equal to the percentage ("Applicable Percentage") shown in the table below multiplied by the otherwise due Fee Payment liability each year for a period of twenty (20) years ("Credit Period"). The Credit Period shall commence in the first property tax year for which any Fee Payment becomes due. The Parties anticipate that the first year of the Credit Period will be property tax year 2020 (i.e., since the Fee Payment for investments made in 2019 will be invoiced to the Company in property tax year 2020 and payable on or before January 15, 2021) and that the last year of the Credit Period will be tax year 2039.

<table>
<thead>
<tr>
<th>Years</th>
<th>Applicable Percentage</th>
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<tbody>
<tr>
<td>1-5</td>
<td>60%</td>
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<tr>
<td>6-10</td>
<td>50%</td>
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<tr>
<td>11-20</td>
<td>40%</td>
</tr>
</tbody>
</table>

(b) The County shall deduct the Infrastructure Credits from the Company’s annual Fee Payment liability and reflect the deduction on the Company’s property tax bills with respect to the Project and the Company shall remit the Fee Payment net of the Infrastructure Credit ("Net Fee Payment") to the County.

(c) Any Infrastructure Credit provided under this Agreement shall be used to reimburse the Company for eligible expenditures, as permitted by the Infrastructure Credit Act, which includes the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Company’s property, for improved or unimproved real estate or for personal property. The Infrastructure Credit benefits shall be first deemed to be applied to the eligible expenditures of the Company, with any remaining Infrastructure Credit benefit to be applied to the eligible expenditures of a Project Affiliate, if any, the allocation of which shall be determined in the sole discretion of the Company. In no event shall the aggregate amount of Infrastructure Credits received as of any point in time exceed the amount of the Company’s, and any Project Affiliate’s, aggregate investment in such eligible expenditures as of such time.

(d) To the extent that the Company is unable to apply the annual Infrastructure Credit to its fullest extent in any given year of the Credit Period, the Company may use any remaining amount of annual Infrastructure Credit in any of the succeeding years of the Credit Period. To the extent that the Company has any remaining, unused Infrastructure Credit upon the end of the Credit Period, the Company may request that the County extend the Credit Period so that the Company may apply such amount to future Fee Payments, the extension of which may be approved by the County Administrator, without further action by County Council. However, if there is sufficient Fee Payment in any given year during the Credit Period against which an annual Infrastructure Credit could be applied, then the annual Infrastructure Credit must be taken to the fullest extent against such Fee Payment in such year.

(e) Subject to the provisions in this Section 2.2, in the event the Company fails to, by the end of the third year after the first year in which property is placed in service for the Project, which date the Parties expect to be December 31, 2022, achieve either (i) an aggregate investment in the County of at least $3,000,000, as measured by original cost without regard to depreciation for new machinery and equipment, or (ii) aggregate job creation in the County of at least eighty new, full-time jobs, the Applicable Percentage otherwise required by this Agreement shall be reduced to forty percent (40%) for the fourth year of the Credit Period and shall remain forty percent (40%) for each of the remaining years of the Credit Period.
(f) In the event the reduction provided by Section 2.2(e) of this Agreement is triggered and the Company subsequently achieves, by the end of the Investment Period, both (i) an aggregate investment in the County of at least $4,195,000, as measured by original cost without regard to depreciation for new machinery and equipment, and (ii) aggregate job creation in the County of at least one hundred and fifteen new, full-time jobs, the Applicable Percentage otherwise required by this Agreement shall be restored to fifty percent (50%) for the years 6-10 of the Credit Period and shall remain forty percent (40%) for years 11-20 of the Credit Period.

Section 2.3. Certification. For each year during the Credit Period, the Company shall be responsible for completing an “Investment Certification” (in substantially the form attached as Exhibit C) on or before May 31 following each year of the Investment Period, beginning on May 31, 2020, in accordance with the instructions set forth therein. Exhibit C shall be part of this Agreement. Should the Company fail to submit the Investment Certification on May 31 following each year of the Investment Period, the County may choose to terminate this Agreement upon written notice of default to the Company by the County and the expiration of a 90-day cure period.

Section 2.4. Project Shall Remain in the Park. The County will use its best efforts to ensure that the Project will remain in the Park so long as the Company is located at the Project Site. If, for any reason, the Park Agreement is modified to exclude the Project or is otherwise terminated, then the County will use its best efforts to ensure that the Project shall be immediately placed into another multi-county park arrangement to which the County is party and that would enable the Company to receive the Infrastructure Credit benefits set forth in this Agreement. To the extent that no multi-county park arrangement exists to which the County is a party, then the County agrees to use its best efforts to make arrangements with the Company to offer a legally available alternative arrangement, upon mutually agreeable terms, that would deliver the same value of the benefits as the Infrastructure Credit benefits set forth in this Agreement for the remainder of the Credit Period, as extended, to the maximum extent permitted by law.

Section 2.5. Addition of Project Affiliates. Any Project Affiliate may join as a Party to this Agreement, without the approval of County Council, provided that it agrees to be bound by the terms of that Joinder Agreement attached as Exhibit B, a fully executed copy of which will be delivered to the County.

ARTICLE III
DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are “Events of Default” under this Agreement:

(a) Failure by the Company to make a Net Fee Payment to the County, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

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

(c) Failure by the Company to perform any obligation under this Agreement (other than those described in Sections 2.1 and 2.2 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(d) A representation or warranty made by the County which is deemed materially incorrect when
deemed made;

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement; or

(ii) terminate the Agreement.

Section 3.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. Nonwaiver. A delay or omission by the Company or Local Governments to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV
MISCELLANEOUS

Section 4.1. Notices. Any notice, election, demand, request or other communication to be provided under this Agreement shall be effective when delivered to the party named below or three business days after deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

6

PPAB 5038032v6
ORDINANCE 2019-040
Section 4.2. Binding Effect. This Agreement is binding, in accordance with its terms, upon and inures to the benefit of the Company and its respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 4.3. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts and each such executed counterpart shall be, and shall be deemed to be, an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate but one and the same instrument. This Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Agreement to be original signatures and may conclusively be relied upon by any Party to this Agreement.

Section 4.4. Governing Law. This Agreement and all documents executed in connection with this Agreement are construed in accordance with and governed by the laws of the South Carolina. To the extent of any conflict between the provisions of this Agreement and the Infrastructure Credit Act, the Infrastructure Credit Act controls.

Section 4.5. Amendments. The Parties may modify or amend this Agreement only in a writing signed by the Parties.

Section 4.6. Further Assurance. From time to time the County shall execute and deliver to the Company any additional instruments as the Company reasonably request to evidence or effectuate the purposes of this Agreement, subject to any approvals required to be obtained from County Council.

Section 4.7. Severability. If any provision of this Agreement is illegal, invalid or unenforceable for any reason, the remaining provisions remain unimpaired and any illegal, invalid or unenforceable provision are reformed to effectuate most closely the legal, valid and enforceable intent and to afford the Company with the maximum benefits to be derived under this Agreement and the Act, it being the intention
of the County to offer the Company the strongest inducement possible to encourage investment on the Project.

Section 4.8. **Assignment.** This Agreement may be assigned in whole or in part. To the extent any further consent is required by the Act and requested, the County may grant such consent by adoption of a Resolution, which consent will not be unreasonably withheld.

Section 4.9. **Limited Obligation.** THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

Section 4.10. **Force Majeure.** The Company is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 4.11. **Administration Expenses.** The Company agrees to pay the reasonable and necessary expenses incurred by the County with respect to this Agreement ("Administration Expenses"), including reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred. The parties hereto agree the Administration Expenses shall not exceed $5,000 in any event. The Company agrees to pay the Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's right to receive such payment, specifying the nature of such expense and requesting payment of same.
Section 4.12  Entire Agreement.  This Agreement expresses the entire understanding and all agreements of the Parties with each other, and no Party is bound by any agreement or any representation to another Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.13  Construction.  Each Party and its legal counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.14.  Waiver.  Any Party may waive compliance by another Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.15.  Termination.  Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Period and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.16.  Business Day.  If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk to County Council as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)  

By: ____________________________
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

______________________________
Lacey Croegaert
Anderson County Clerk to Council

[Signature Page 1 to Infrastructure Credit Agreement]
IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in its name and on its behalf by its authorized officer as of the day and year first above written.

[PROJECT SWAN]

By: ____________________________

Its: ____________________________
EXHIBIT A

Project Site

[INSERT LEGAL DESCRIPTION]
EXHIBIT B

JOINDER AGREEMENT

Reference is hereby made to that certain Infrastructure Credit Agreement effective September 17, 2019 ("Infrastructure Credit Agreement"), between Anderson County, South Carolina ("County") and [PROJECT SWAN] (the "Company").

1. Joinder to Infrastructure Credit Agreement.

The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Infrastructure Credit Agreement except the following: ____________________________; (b) acknowledges and agrees that (i) in accordance with the Infrastructure Credit Agreement, the undersigned has been designated as a Project Affiliate by the Company for purposes of the Project; and (ii) the undersigned shall have all of the rights and obligations of a Project Affiliate as set forth in the Infrastructure Credit Agreement, unless otherwise set forth herein.

2. Capitalized Terms.

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Infrastructure Credit Agreement.


This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. Notice.

Notices under Section 4.1 of the Infrastructure Credit Agreement shall be sent to:

[ ]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date __________________________ Name of Entity __________________________

By: __________________________
Name: __________________________
Its: __________________________
Address: __________________________

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Project Affiliate under the Infrastructure Credit Agreement effective as of the date set forth above.

By: __________________________
Name: __________________________
EXHIBIT C

INVESTMENT CERTIFICATION

Reference is made to the Infrastructure Credit Agreement, dated as of September 17, 2019 ("Agreement"), by and among Anderson County, South Carolina ("County") and [PROJECT SWAN] ("Company"). Each capitalized term not defined in this Annual Certification and Claim Form ("Certification") has the meaning contained in the Agreement.

I __________, the __________ of the Company, do hereby certify in connection with Section 1 and Section 2 of the Agreement, as follows:

(1) The total investment made by the Company in the Project during the calendar year ending December 31, 20__ was $___________.

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

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

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

__________________________

Name:______________________

Its:________________________
ORDINANCE NO. 2019-041

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

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

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

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

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

DONE in meeting duly assembled this 3rd day of September, 2019.

(Seal)

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading:
Second Reading:
Third Reading:
Public Hearing:

PPAB 5064118v2
Addition to Exhibit A to
Agreement for the Development of a Joint County Industrial and
Business Park dated as of December 1, 2010, as amended,
between Anderson County and Greenville County

Property Description

[INSERT LEGAL DESCRIPTION]
SOUTH CAROLINA
ANDERSON COUNTY

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of August 20, 2019, September 3, 2019, and September 17, 2019, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Dated: _____________, 2019

Clerk, Anderson County Council
MEMORANDUM
ANDERSON COUNTY DEVELOPMENT STANDARDS

DATE: August 8, 2019
TO: Lacey Croegert
Executive Clerk to Council
FROM: Tim Cartee
Subdivision Administrator
CC: Holt Hopkins, Alesia Hunter

SUBJECT: Avendell Subdivision - Avendell Drive Phase 2 Section 6 and Nevell Drive Phase 1

Based on the recommendation of the Roads and Bridges Department, would you please place on the next County Council Agenda for consideration of acceptance for the following roads into the County Maintenance System at their August 20, 2019 Meeting.

This will add 2,903 feet of paved roads to the county maintenance system.

Developer: Avendell Investments, LLC
Location: Three & Twenty Road
County Council District: 6
Roads: Avendell Drive, Nevell Drive

Please feel free to contact me at (260-4719) if you need more information.
MEMORANDUM
ANDERSON COUNTY ROADS AND BRIDGES

DATE: August 7, 2019
TO: Alesia Hunter
Development Standards
FROM: Norman McGill
Roadway Management Supervisor
CC: Holt Hopkins

SUBJECT: Avendell Drive (Phase 2 Section 6) and Nevell Drive from phase 1 of Avendell Subdivision

To the best of my ability, I certify that there are no known drainage issues in Avendell Subdivision on the roads listed below. All drainage facilities and roadways within the proposed county right of way meet the county standards that were approved by the Planning Commission from the preliminary plat. The roads of this phase of the subdivision are now eligible to be considered for acceptance into the county maintenance system. This will add 2,903 feet of paved roads to the county maintenance system.

District: 6
Location: Avendell Subdivision off of Three and Twenty Road

Roads: Avendell Drive (P-02-0209), and Nevell Drive (P-02-0207)
AMENDED AGENDA
Planning and Public Works Committee Meeting
Wednesday, August 14, 2019 at 11:30 am
Anderson Historic Courthouse
2nd Floor Conference Room
101 South Main Street, Anderson, South Carolina 29622
M. Cindy Wilson, Presiding

Planning/Public Works Committee

Consisting of three members of Council, functions as a review, oversight and advisory body of subdivision regulations, building and other regulatory codes, the zoning ordinance, transportation, rights of way, building and grounds, licenses and business regulations, community development, and housing authority programs, public works department, and other matters thereto.

1. Call to Order: Chairman M. Cindy Wilson

2. Invocation and Pledge: Mr. Jimmy Davis

3. Discussion on rewriting enforcement for storage and noxious businesses in Zoned residential areas. Ms. Alesia Hunter

4. Review of conservation, design and development measures for the Anderson County Developmental Standards Department Ms. Alesia Hunter

5. New Business

6. Citizens Comments

7. Adjournment

Committee Members: M. Cindy Wilson, Chair
Honorable Craig Wooten
Honorable Jimmy Davis
BOARDs, COMMITTEES AND COMMISSIONS
APPLICATION

Please complete this application in its entirety and return to the address below or by email:
Anderson County Council
c/o Clerk to Council
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org

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

Name: Moore William C
   Last, First, Middle Initial
Board(s) and/or committee(s) in which you are interested:
   1. Planning Commission
   2. ________________________________
   3. ________________________________

Physical Address and Mailing Address, if different:
741 Bishops Branch Rd, Central SC 29630
   Physical
   ___________________________________________ Mailing

Home Phone: ______________________ Phone: 864-934-9600

Email: will@emupstate.com   Preferred method of contact: Cell

County Council District: 4   GED Equivalent: Yes or No

Highest Level of Education: Some College   High School Grad: Yes or No

College Attended: Tri-County   Degree: Business transfer/ Not completed

Address of College: ___________________________________________________

Employment History:
COMPANY POSITION EMPLOYMENT DATES
Western Upstate Keller Williams 08-09 Agent
Edwards Moore Real Estate, LLC 2010- Present Agency Owner/Broker in Charge

Signature of Applicant: ______________________________________
Date: 3/5/19

Recommendation of Council: __________________________________________
RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: [ ]

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:
   CARDINAL RACQUET CLUB

2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
   $800

3. The purpose for which the funds are being requested:
   To purchase an AED (defibrillator) for tennis club (non-profit)

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

5. Contact Person: DONNA SHEARER
   Mailing Address: 808 REED ROAD
   Phone Number: 864-335-1193
   Email: cardinaltennisprogram@yahoo.com

6. Statement as to whether the entity will be providing matching funds:
   CARDINAL RACQUET CLUB WILL MATCH FUNDS FOR AN AED

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

Signature: [Signature]  Print Name: [Jon Holmes]  Date: 8-14-19
The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Existence

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

CARDINAL RACQUET CLUB, a nonprofit corporation duly organized under the laws of the State of South Carolina on May 26th, 1972, has as of the date hereof filed as a nonprofit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, and has paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-31-1421, and that the nonprofit corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 13th day of August, 2019.

Mark Hammond, Secretary of State
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT:  

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:
   Carolina Elite Soccer Academy

2. Amount of request (If requesting funds from more than one district, annotate amount from each
district): $5,000

3. The purpose for which the funds are being requested:
   Maintenance of Hurricane Park Soccer Fields

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

5. Contact Person: Gregg Land
   Mailing Address: 1B Boland Ct Greenville SC 29615
   Phone Number: 864-423-9384
   Email: gregg.land@carolinaelite.sc.com

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

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

[Signature]  [Print Name]  8-14-19
Signature: Gregg Land
The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Existence, Non-Profit Corporation

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

CAROLINA ELITE SOCCER ACADEMY, a Non-Profit Corporation duly organized under the laws of the State of South Carolina on December 23rd, 1992, has as of the date hereof filed as a non-profit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, and has paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-31-1404 of the South Carolina code and that the non-profit corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 7th day of June, 2012.

Mark Hammond, Secretary of State
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: 6

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:
   Powdersville Fishing Team (High School & Middle School)

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

3. The purpose for which the funds are being requested:
   Tournament fees, team tent, jerseys, food

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

5. Contact Person: Brian Patton
   Mailing Address: 305 Bellwood Drive Easley, SC 29640
   Phone Number: 479-616-3560 Cell Work 864-551-4983
   Email: bpatton@msoseast.com

6. Statement as to whether the entity will be providing matching funds:
   No Matching Funds at This Time

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

Signature

Print Name

Date
## Total Number Permit Transactions:

<table>
<thead>
<tr>
<th>Category</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Single Family</td>
<td>90</td>
</tr>
<tr>
<td>New Multi-Family</td>
<td>9</td>
</tr>
<tr>
<td>Residential Additions/Upgrades</td>
<td>20</td>
</tr>
<tr>
<td>Garages/Barns/Storage</td>
<td>21</td>
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<tr>
<td>New Manufactured Homes</td>
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<tr>
<td>New Commercial</td>
<td>7</td>
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<tr>
<td>Commercial Upfits/Upgrades</td>
<td>8</td>
</tr>
<tr>
<td>Courtesy Permits/Fees Waived</td>
<td>6</td>
</tr>
</tbody>
</table>

## Inspection Activity:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citizens Inquiries</td>
<td>17</td>
</tr>
<tr>
<td>Tall Grass Complaints (New &amp; Follow Ups)</td>
<td>29</td>
</tr>
<tr>
<td>Number of Scheduled Building Inspections Performed</td>
<td>985</td>
</tr>
<tr>
<td>Courtesy, Site and Miscellaneous Inspections</td>
<td>28</td>
</tr>
<tr>
<td>Manufactured Home Inspections</td>
<td>97</td>
</tr>
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</table>

## Reviews/Misc. Activity:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Count</th>
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</thead>
<tbody>
<tr>
<td>Plans Reviewed</td>
<td>194</td>
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<tr>
<td>Mech/Elec/Plumb Reviews</td>
<td>0</td>
</tr>
<tr>
<td>New Derelict Manufactured Home Cases</td>
<td>0</td>
</tr>
<tr>
<td>Hearings</td>
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<tr>
<td>Court Cases</td>
<td>0</td>
</tr>
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</table>

## Revenue Collected:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Reinspection Fees Collected</td>
<td>$385.00</td>
</tr>
<tr>
<td>Plan Review Revenue</td>
<td>$22,942.30</td>
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</table>

## Total Revenue For The Month:

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$189,030.10</td>
</tr>
</tbody>
</table>
### Anderson County Building & Codes
#### Permits Issued for 2019

<table>
<thead>
<tr>
<th>Month</th>
<th>Building</th>
<th>Electrical</th>
<th>Plumbing</th>
<th>HVAC</th>
<th>MH</th>
<th>Wrecking</th>
<th>Moving</th>
<th>Misc.</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>178</td>
<td>185</td>
<td>121</td>
<td>133</td>
<td>86</td>
<td>17</td>
<td>10</td>
<td>39</td>
<td>769</td>
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<tr>
<td>February</td>
<td>181</td>
<td>154</td>
<td>95</td>
<td>102</td>
<td>64</td>
<td>6</td>
<td>6</td>
<td>38</td>
<td>646</td>
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<tr>
<td>March</td>
<td>237</td>
<td>228</td>
<td>126</td>
<td>129</td>
<td>84</td>
<td>11</td>
<td>18</td>
<td>29</td>
<td>862</td>
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<tr>
<td>April</td>
<td>232</td>
<td>221</td>
<td>132</td>
<td>132</td>
<td>79</td>
<td>15</td>
<td>13</td>
<td>31</td>
<td>855</td>
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<tr>
<td>May</td>
<td>219</td>
<td>256</td>
<td>115</td>
<td>112</td>
<td>82</td>
<td>12</td>
<td>15</td>
<td>29</td>
<td>840</td>
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<tr>
<td>June</td>
<td>199</td>
<td>189</td>
<td>132</td>
<td>128</td>
<td>51</td>
<td>15</td>
<td>8</td>
<td>37</td>
<td>759</td>
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<tr>
<td>July</td>
<td>243</td>
<td>296</td>
<td>151</td>
<td>152</td>
<td>116</td>
<td>24</td>
<td>14</td>
<td>40</td>
<td>1036</td>
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<tr>
<td>August</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>September</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>October</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>November</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>December</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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</tr>
<tr>
<td>Total</td>
<td>1489</td>
<td>1529</td>
<td>872</td>
<td>888</td>
<td>562</td>
<td>100</td>
<td>84</td>
<td>243</td>
<td>5767</td>
</tr>
</tbody>
</table>

#### Permits Issued

- **January**: 769
- **February**: 646
- **March**: 862
- **April**: 855
- **May**: 840
- **June**: 759
- **July**: 1036
- **August**: 0
- **September**: 0
- **October**: 0
- **November**: 0
- **December**: 0

**Total Permits Issued for 2019**: 5767
### Anderson County Building & Codes

**Permit Revenue for 2019**

<table>
<thead>
<tr>
<th>Month</th>
<th>Building</th>
<th>Electrical</th>
<th>Plumbing</th>
<th>HVAC</th>
<th>MH</th>
<th>Wrecking</th>
<th>Moving</th>
<th>Misc.</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>$43,648.80</td>
<td>$11,291.00</td>
<td>$5,620.00</td>
<td>$7,895.00</td>
<td>$1,891.20</td>
<td>$675.00</td>
<td>$150.00</td>
<td></td>
<td>$74,312.50</td>
</tr>
<tr>
<td>February</td>
<td>$33,766.00</td>
<td>$10,541.00</td>
<td>$4,332.50</td>
<td>$5,455.00</td>
<td>$1,534.20</td>
<td>$270.00</td>
<td>$75.00</td>
<td></td>
<td>$59,684.00</td>
</tr>
<tr>
<td>March</td>
<td>$37,851.60</td>
<td>$12,461.90</td>
<td>$4,714.50</td>
<td>$8,141.00</td>
<td>$2,413.60</td>
<td>$495.00</td>
<td>$270.00</td>
<td>$7,067.00</td>
<td>$73,413.70</td>
</tr>
<tr>
<td>April</td>
<td>$43,991.00</td>
<td>$13,436.00</td>
<td>$5,956.50</td>
<td>$8,580.00</td>
<td>$2,164.30</td>
<td>$585.00</td>
<td>$195.00</td>
<td>$6,655.70</td>
<td>$81,566.50</td>
</tr>
<tr>
<td>May</td>
<td>$49,681.40</td>
<td>$15,751.00</td>
<td>$4,978.50</td>
<td>$8,685.00</td>
<td>$2,536.70</td>
<td>$540.00</td>
<td>$225.00</td>
<td>$14,034.80</td>
<td>$96,432.40</td>
</tr>
<tr>
<td>June</td>
<td>$40,207.40</td>
<td>$10,140.00</td>
<td>$5,712.00</td>
<td>$7,655.00</td>
<td>$1,624.80</td>
<td>$585.00</td>
<td>$120.00</td>
<td>$5,158.60</td>
<td>$71,203.80</td>
</tr>
<tr>
<td>July</td>
<td>$112,994.80</td>
<td>$23,368.00</td>
<td>$12,373.00</td>
<td>$11,810.00</td>
<td>$3,502.00</td>
<td>$990.00</td>
<td>$665.00</td>
<td>$23,327.30</td>
<td>$189,030.10</td>
</tr>
<tr>
<td>August</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>September</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>$0.00</td>
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</tr>
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<td>October</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>$0.00</td>
</tr>
<tr>
<td>December</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Total</td>
<td>$362,141.00</td>
<td>$96,990.00</td>
<td>$43,690.00</td>
<td>$56,221.00</td>
<td>$15,666.80</td>
<td>$4,140.00</td>
<td>$1,700.00</td>
<td>$63,096.20</td>
<td>$645,645.00</td>
</tr>
</tbody>
</table>

**Permit Revenue**

- **January**
- **February**
- **March**
- **April**
- **May**
- **June**
- **July**
- **August**
- **September**
- **October**
- **November**
- **December**
## F.W. Dodge Building Statistics

**Toll-Free Phone: 877-489-4092  FAX: 800-892-7470**

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

For the month of: **Jul-19**

**ANDERSON COUNTY BUILDING & CODES**

P.O. Box 8002
ANDERSON, SC 29622-8022

**PLEASE RETURN THE COPY WEEK OF:**

### Section 1: NEW RESIDENTIAL

**PRIVATELY OWNED**

<table>
<thead>
<tr>
<th>Item</th>
<th>Number of Buildings</th>
<th>Number of Housing Units</th>
<th>Valuation of Construction Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
</tr>
</tbody>
</table>

**PUBLICLY OWNED**

<table>
<thead>
<tr>
<th>Item</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
</tr>
</tbody>
</table>

- Single-family houses, detached
  - Excluding mobile homes
  - Separate from ground to roof wall
  - No utility above or below
  - Separate heating systems and utilities

- Two-family buildings

- Three- and four-family buildings

- Five- or more-family buildings

**TOTAL: Sum of 101-105**

### Section 2: NEW NONRESIDENTIAL BUILDINGS

**PRIVATELY OWNED**

<table>
<thead>
<tr>
<th>Item</th>
<th>Number of Buildings</th>
<th>Number of Housing Units</th>
<th>Valuation of Construction Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
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**PUBLICLY OWNED**

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td></td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
</tr>
</tbody>
</table>

- Hotels, motels, and touristic cations
- Other non-housekeeping lodgings
- Other non-housekeeping facilities

### Section 3: NEW NONRESIDENTIAL BUILDINGS

- Amusement, social, and recreational
- Churches and other religious
- Industrial
- Parking garages (buildings & open decks)
- Service stations and repair garages
- Hospitals and nursing care
- Offices, banks, and professional
- Public works and utilities
- Schools and other educational
- Stores and customer services
- Other nonresidential buildings
- Structures other than buildings

### Section 4: ADDITIONS, ALTERATIONS, AND CONVERSIONS

**PRIVATELY OWNED**

<table>
<thead>
<tr>
<th>Item</th>
<th>Number of Buildings</th>
<th>Number of Housing Units</th>
<th>Valuation of Construction Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
</tr>
</tbody>
</table>

**PUBLICLY OWNED**

<table>
<thead>
<tr>
<th>Item</th>
<th>Number of Buildings</th>
<th>Number of Housing Units</th>
<th>Valuation of Construction Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
</tr>
</tbody>
</table>

- Residential - classify additions of garages and garages in Item 4.18
- Nonresidential and non-housekeeping
- Additions of residential garages and garages (attached and detached)

### Section 5: DEMOLITIONS AND Razing OF BUILDINGS

**PRIVATELY OWNED**

<table>
<thead>
<tr>
<th>Item</th>
<th>Number of Buildings</th>
<th>Number of Housing Units</th>
<th>Valuation of Construction Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
</tr>
</tbody>
</table>

**PUBLICLY OWNED**

<table>
<thead>
<tr>
<th>Item</th>
<th>Number of Buildings</th>
<th>Number of Housing Units</th>
<th>Valuation of Construction Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
</tr>
</tbody>
</table>

- Single-family houses (attached and detached)
- Two-family buildings
- Three- and four-family buildings
- Five- or more family buildings
- All other buildings, structures, or mobile homes

**TOTAL: Sum of 101-105**
<table>
<thead>
<tr>
<th>MOD #</th>
<th>ISSUE DATE</th>
<th>COST</th>
<th>OWNER NAME</th>
<th>MOD DESCRIPTION</th>
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<tbody>
<tr>
<td>201906792</td>
<td>7/01/2019</td>
<td>7,000.00</td>
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<td>COURTESY PERMIT/NO CHARGE</td>
</tr>
<tr>
<td>201906811</td>
<td>7/03/2019</td>
<td>1,907,550.95</td>
<td>ONE WORLD TECHNOLOGIES INC</td>
<td>TTI DIRECT TOOL FACTORY OUTLET</td>
</tr>
<tr>
<td>201906915</td>
<td>7/12/2019</td>
<td>500.00</td>
<td>TRUBACHEV PETR V</td>
<td>DEMO DERELICT MH# 403-000</td>
</tr>
<tr>
<td>201906987</td>
<td>7/18/2019</td>
<td>3,000.00</td>
<td>ANDERSON COUNTY</td>
<td>UNDERGROUND GAS PIPING/GENERAL</td>
</tr>
<tr>
<td>201907054</td>
<td>7/23/2019</td>
<td>5,000,000.00</td>
<td>TECHTRONIC INDUSTRIES NORTH AMERICA</td>
<td>TTI PRODUCT COMPLI TEST CENTER</td>
</tr>
<tr>
<td>201907102</td>
<td>7/29/2019</td>
<td>500,000.00</td>
<td>ANDERSON COUNTY SOLID WASTE MANAGEMENT</td>
<td>GREEN POND LANDING RETAINING W</td>
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**TOTALS:** 6 7,418,050.95
### Council Meeting of:

7/16/2019

<table>
<thead>
<tr>
<th>Meeting of</th>
<th>Check Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/16/2019</td>
<td>75870</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Vendor / Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>75684</td>
<td>Anderson Area YMCA</td>
<td>25,000.00</td>
</tr>
<tr>
<td>75682</td>
<td>Anderson Arts Center</td>
<td>(5,000.00)</td>
</tr>
<tr>
<td>75778</td>
<td>Lights of Hope (Anderson)</td>
<td>(100.00)</td>
</tr>
<tr>
<td>75847</td>
<td>Tackling the Streets</td>
<td>(250.00)</td>
</tr>
<tr>
<td>75684</td>
<td>Widows Watchman Ministries</td>
<td>(1,000.00)</td>
</tr>
</tbody>
</table>

**SUB-TOTAL**: 22,709.43

**Committed**: 8/6/2019

<table>
<thead>
<tr>
<th>Date</th>
<th>Vendor / Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/6/2019</td>
<td>Anderson Pregnancy Care</td>
<td>(10,000.00)</td>
</tr>
</tbody>
</table>

**Ending Balance**: 12,709.43

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

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: 8/16/2019

DATE: August 12, 2019
### Council Meeting of:
7/16/2019

<table>
<thead>
<tr>
<th>Meeting of</th>
<th>Check Dated</th>
<th>Check Number</th>
<th>Vendor / Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>7/24/2019</td>
<td>75778</td>
<td>Budget 2019 - 2020</td>
<td>25,000.00</td>
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<tr>
<td></td>
<td>7/24/2019</td>
<td>75751</td>
<td>From Accommodations Fee</td>
<td>5,000.00</td>
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<tr>
<td></td>
<td>7/24/2019</td>
<td>75847</td>
<td>Brought Forward</td>
<td>6,607.57</td>
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<tr>
<td>7/16/2019</td>
<td>7/24/2019</td>
<td>75778</td>
<td>Lights of Hope (Anderson)</td>
<td>(200.00)</td>
</tr>
<tr>
<td>7/16/2019</td>
<td>7/24/2019</td>
<td>75751</td>
<td>Generation 4</td>
<td>(1,000.00)</td>
</tr>
<tr>
<td>7/16/2019</td>
<td>7/24/2019</td>
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<td>Tackling the Streets</td>
<td>(200.00)</td>
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</tbody>
</table>

**SUB-TOTAL**

35,207.57

**Committed:**

<table>
<thead>
<tr>
<th>DATE</th>
<th>Vendor / Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/6/2019</td>
<td>Friends of Broadway Lake</td>
<td>(3,000.00)</td>
</tr>
<tr>
<td>8/5/2019</td>
<td>Food for luncheon - Community Meeting</td>
<td>(75.00)</td>
</tr>
</tbody>
</table>

**Ending Balance**

32,132.57

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

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: August 12, 2019
### Council Meeting of: 7/16/2019

**Check Dated:** 7/24/2019

**Check Number:**

- 75691
- 75704
- 75733
- 75764
- 75776

<table>
<thead>
<tr>
<th>Meeting of</th>
<th>Dated</th>
<th>Number</th>
<th>Vendor / Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/16/2019</td>
<td>7/24/2019</td>
<td>75691</td>
<td>From Accommodations Fee</td>
<td>25,000.00</td>
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<tr>
<td>7/16/2019</td>
<td>7/24/2019</td>
<td>75704</td>
<td>Anderson Jets Club</td>
<td>5,000.00</td>
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<tr>
<td>7/16/2019</td>
<td>7/24/2019</td>
<td>75733</td>
<td>Crescent High (Anglers Bass Master travel)</td>
<td>(1,000.00)</td>
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<tr>
<td>7/16/2019</td>
<td>7/24/2019</td>
<td>75764</td>
<td>Homeland Park Fire</td>
<td>(1,000.00)</td>
</tr>
<tr>
<td>7/16/2019</td>
<td>7/24/2019</td>
<td>75776</td>
<td>Leverette-Thomas American Legion</td>
<td>(2,000.00)</td>
</tr>
</tbody>
</table>

**SUB-TOTAL:** 25,750.00

**Committed:**

- 4/2/2019
  - Sheriff Office for Wireless Lanyard
    - (1,000.00)
- 7/16/2019
  - Big Water Marina
    - (750.00)

**Ending Balance:** 24,000.00

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

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

**DATE:** 8/14/2019

**DATE:** August 12, 2019
<table>
<thead>
<tr>
<th>Meeting of</th>
<th>Dated</th>
<th>Check</th>
<th>Vendor</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/16/2019</td>
<td>7/24/2019</td>
<td>75683</td>
<td></td>
<td>Budget 2019 - 2020</td>
<td>25,000.00</td>
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<tr>
<td>7/16/2019</td>
<td>7/24/2019</td>
<td>75685</td>
<td></td>
<td>From Accommodations Fee</td>
<td>5,000.00</td>
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<tr>
<td>7/16/2019</td>
<td>7/24/2019</td>
<td>75691</td>
<td></td>
<td>Brought Forward</td>
<td>15,456.99</td>
</tr>
<tr>
<td>7/16/2019</td>
<td>7/24/2019</td>
<td>75776</td>
<td></td>
<td>During Budget Process - Crisis Pregnancy Center</td>
<td>(1,000.00)</td>
</tr>
<tr>
<td>7/16/2019</td>
<td>7/24/2019</td>
<td>75847</td>
<td></td>
<td>Anderson Area YMCA</td>
<td>(500.00)</td>
</tr>
<tr>
<td>7/16/2019</td>
<td>7/24/2019</td>
<td>75853</td>
<td></td>
<td>Anderson Arts Center</td>
<td>(200.00)</td>
</tr>
<tr>
<td>7/16/2019</td>
<td>7/24/2019</td>
<td>75857</td>
<td></td>
<td>Anderson Jets Club</td>
<td>(200.00)</td>
</tr>
<tr>
<td>7/16/2019</td>
<td>7/24/2019</td>
<td>75858</td>
<td></td>
<td>Leverette-Thomas American Legion</td>
<td>(200.00)</td>
</tr>
<tr>
<td>7/16/2019</td>
<td>7/24/2019</td>
<td>75870</td>
<td></td>
<td>Tackling the Streets</td>
<td>(1,000.00)</td>
</tr>
<tr>
<td>7/16/2019</td>
<td>7/18/2019</td>
<td>8118-Treas</td>
<td></td>
<td>Town of Honea Path Recreation Dept</td>
<td>(200.00)</td>
</tr>
<tr>
<td>7/16/2019</td>
<td>7/24/2019</td>
<td>75853</td>
<td></td>
<td>Townville Recreation Dept</td>
<td>(6,000.00)</td>
</tr>
<tr>
<td>7/16/2019</td>
<td>7/24/2019</td>
<td>75870</td>
<td></td>
<td>Widows Watchman Ministries</td>
<td>(500.00)</td>
</tr>
</tbody>
</table>

**SUB-TOTAL** 35,656.99

**Committed:**

- 8/6/2019 Anderson Pregnancy Care (500.00)
- 8/6/2019 Distinguished Young Women (250.00)
- 8/6/2019 Shalom House Ministries (750.00)

**Ending Balance** 34,156.99

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

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: August 12, 2019
DISTRIBUTION 5 - SPECIAL PROJECTS
001-5829-005-241
FY Ended June 30, 2020

<table>
<thead>
<tr>
<th>Council Meeting of:</th>
<th>Check Dated:</th>
<th>Check Number</th>
<th>Vendor / Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/28/2019</td>
<td>7/17/2019</td>
<td>75525</td>
<td>From Accommodations Fee</td>
<td>5,000.00</td>
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<td>7/24/2019</td>
<td>75686</td>
<td>Brought Forward</td>
<td>6,070.05</td>
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<tr>
<td>6/28/2019</td>
<td>7/17/2019</td>
<td>75847</td>
<td>During Budget Process - Crisis Pregnancy Center</td>
<td>(3,000.00)</td>
</tr>
<tr>
<td>6/28/2019</td>
<td>7/17/2019</td>
<td>75870</td>
<td>During Budget Process - Anderson Oconee Speech &amp; Hearing</td>
<td>(2,430.00)</td>
</tr>
<tr>
<td>6/28/2019</td>
<td>7/17/2019</td>
<td>8118-Treas</td>
<td>Homeland Park Fire (July 4th Celebration)</td>
<td>(3,500.00)</td>
</tr>
<tr>
<td>7/16/2019</td>
<td>7/24/2019</td>
<td>75847</td>
<td>Anderson Arts Center</td>
<td>(200.00)</td>
</tr>
<tr>
<td>7/16/2019</td>
<td>7/24/2019</td>
<td>75847</td>
<td>Tackling the Streets</td>
<td>(4,000.00)</td>
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<tr>
<td>7/16/2019</td>
<td>7/18/2019</td>
<td>8118-Treas</td>
<td>Town of Honea Path Recreation Dept</td>
<td>(200.00)</td>
</tr>
<tr>
<td>7/16/2019</td>
<td>7/24/2019</td>
<td>75870</td>
<td>Widows Watchman Ministries</td>
<td>(500.00)</td>
</tr>
</tbody>
</table>

SUB-TOTAL: 22,240.05

Committed:

- 8/6/2019 Friends of Sadlers Creek: (1,500.00)
- 8/6/2019 Anderson Pregnancy Care: (500.00)
- 8/6/2019 Distinguished Young Women: (250.00)
- 8/6/2019 Shalom House Ministries: (500.00)

Ending Balance: 19,490.05

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

Lacey Croegaert, Clerk to Council  
DATE: August 12, 2019

Jana Pressley, Assistant Finance Manager  
DATE: August 12, 2019
District 6 - Special Projects
001-5829-006-241
FY Ended June 30, 2020

<table>
<thead>
<tr>
<th>Council Meeting of:</th>
<th>Check Dated:</th>
<th>Check Number</th>
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</thead>
<tbody>
<tr>
<td>7/16/2019</td>
<td>7/19/2019</td>
<td>75847</td>
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</table>

Vendor | Description |
-------|-------------|
------ |-------------|
Budget 2019 - 2020
From Accommodations Fee
Brought Forward
Tackling the Streets

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget 2019 - 2020</td>
<td>25,000.00</td>
</tr>
<tr>
<td>From Accommodations Fee</td>
<td>5,000.00</td>
</tr>
<tr>
<td>Brought Forward</td>
<td>5,294.45</td>
</tr>
<tr>
<td>Tackling the Streets</td>
<td>(500.00)</td>
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</table>

**SUB-TOTAL**
34,794.45

**Committed:**

<table>
<thead>
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<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/6/2019</td>
<td>Distinguished Young Women</td>
<td>(250.00)</td>
</tr>
<tr>
<td>8/6/2019</td>
<td>Shalom House Ministries</td>
<td>(250.00)</td>
</tr>
</tbody>
</table>

**Ending Balance**
34,294.45

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

Lacey Croegaert, Clerk to Council  
Jana Pressley, Assistant Finance Manager  

DATE: 8/11/2019  
DATE: August 12, 2019
<table>
<thead>
<tr>
<th>Council Meeting of:</th>
<th>Check Dated:</th>
<th>Check Number</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/16/2019</td>
<td>7/24/2019</td>
<td>75691</td>
<td>25,000.00</td>
</tr>
<tr>
<td></td>
<td>7/24/2019</td>
<td>75719</td>
<td>5,000.00</td>
</tr>
<tr>
<td>7/16/2019</td>
<td>8/18/2019</td>
<td>8118 -Treas</td>
<td>(600.00)</td>
</tr>
<tr>
<td></td>
<td>7/24/2019</td>
<td>75870</td>
<td>(5,000.00)</td>
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**SUB-TOTAL** 26,400.00

**Committed:**

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<tr>
<td>11/4/2018</td>
<td>ACOG Grant administering for Town of Pelzer</td>
<td>(5,000.00)</td>
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<tr>
<td>8/8/2019</td>
<td>Pelzer Heritage Commission</td>
<td>(3,500.00)</td>
</tr>
<tr>
<td>8/8/2019</td>
<td>Anderson Pregnancy Care</td>
<td>(300.00)</td>
</tr>
<tr>
<td>8/8/2019</td>
<td>Distinguished Young Women</td>
<td>(300.00)</td>
</tr>
<tr>
<td>8/8/2019</td>
<td>Shalom House Ministries</td>
<td>(300.00)</td>
</tr>
</tbody>
</table>

**Ending Balance** 17,000.00

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

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager
Paving Report - July 31, 2019

<table>
<thead>
<tr>
<th>Approved Date</th>
<th>Project Name</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Spent to Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/07/18</td>
<td>Townville Fire Department</td>
<td>Pave Parking Lot</td>
<td>$10,000.00</td>
<td>$1,600.00</td>
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</tr>
<tr>
<td>08/07/18</td>
<td>Town of Honea Path</td>
<td>Paving</td>
<td>$48,000.00</td>
<td>$2,500.00</td>
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<tr>
<td>08/07/18</td>
<td>Town of Pelzer</td>
<td>Paving</td>
<td>$17,000.00</td>
<td>$0.00</td>
<td></td>
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<tr>
<td>08/07/18</td>
<td>Town of West Pelzer</td>
<td>Paving</td>
<td>$25,000.00</td>
<td>$10,000.00</td>
<td></td>
</tr>
<tr>
<td>08/07/18</td>
<td>Town of Williamson</td>
<td>Paving</td>
<td>$20,000.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>08/21/18</td>
<td>School District Road in Dor.</td>
<td>Paving</td>
<td>$30,000.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>10/02/18</td>
<td>Mental Health Parking Lot</td>
<td>Pave Parking Lot</td>
<td>$40,000.00</td>
<td>$23,188.55</td>
<td>Transfer complete</td>
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<tr>
<td>10/04/18</td>
<td>C-Fund Matching Funds</td>
<td>Paving</td>
<td>$315,000.00</td>
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<tr>
<td>11/07/18</td>
<td>Road Improvement Plan</td>
<td>See Below</td>
<td>$1,723,840.04</td>
<td>$1,400.00</td>
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Totals: $2,270,840.04 $354,299.51

<table>
<thead>
<tr>
<th>Road Name</th>
<th>District</th>
<th>Scope of Work</th>
<th>Estimate</th>
<th>Total Spent to Date</th>
<th>Completion Date</th>
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<tbody>
<tr>
<td>Hobson Road</td>
<td>1</td>
<td>CS/Pave</td>
<td>$85,571</td>
<td>$0.00</td>
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<tr>
<td>Oakridge Court</td>
<td>1</td>
<td>CS/Pave</td>
<td>$18,908</td>
<td>$0.00</td>
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<tr>
<td>Harbison Drive</td>
<td>7</td>
<td>FDP/Pave</td>
<td>$46,633</td>
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</tr>
<tr>
<td>Plantation Road</td>
<td>4</td>
<td>CIPR</td>
<td>$5,000</td>
<td>$0.00</td>
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</tr>
<tr>
<td>Branch Road</td>
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<td>CIPR</td>
<td>$8,788</td>
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<tr>
<td>Volks Drive</td>
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<td>CIPR</td>
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<td>CIPR</td>
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<td>FDP/Pave</td>
<td>$171,024</td>
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<tr>
<td>Hopewell Bridge</td>
<td>7</td>
<td>CIPR/Pave</td>
<td>$122,236</td>
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<tr>
<td>Winding Creek Road</td>
<td>7</td>
<td>CIPR/Pave</td>
<td>$2,245</td>
<td>$20.00</td>
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<tr>
<td>Creekside Court</td>
<td>1</td>
<td>CIPR/Pave</td>
<td>$14,426</td>
<td>$20.00</td>
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<tr>
<td>Crossridge Lane</td>
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<td>CIPR/Pave</td>
<td>$17,224</td>
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<tr>
<td>Old Oak trail</td>
<td>7</td>
<td>CIPR/Pave</td>
<td>$20,072</td>
<td>$20.00</td>
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<tr>
<td>Grove Road</td>
<td>2/3</td>
<td>Pave</td>
<td>$142,744</td>
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</tr>
<tr>
<td>Shirley Drive</td>
<td>2</td>
<td>Pave</td>
<td>$175,467</td>
<td>$20.00</td>
<td></td>
</tr>
<tr>
<td>Airline Road</td>
<td>3/5</td>
<td>FDP/ST/FS</td>
<td>$243,925</td>
<td>$20.00</td>
<td></td>
</tr>
<tr>
<td>Retower Road</td>
<td>6/4</td>
<td>FDP/ST/FS</td>
<td>$142,982</td>
<td>$20.00</td>
<td></td>
</tr>
<tr>
<td>Old Webb Road</td>
<td>5</td>
<td>FDP/Pave</td>
<td>$34,103</td>
<td>$20.00</td>
<td></td>
</tr>
<tr>
<td>Holden Lane</td>
<td>5</td>
<td>Mill/Binder/Pave</td>
<td>$10,535</td>
<td>$20.00</td>
<td></td>
</tr>
<tr>
<td>Cay Lane</td>
<td>6</td>
<td>FDP/Pave</td>
<td>$444,819</td>
<td>$20.00</td>
<td></td>
</tr>
</tbody>
</table>

FDP = Full-Depth Patching; FDR = Full-Depth Reclamation; ST = Single-Treatment; FS = Fog Seal; Pave = Resurface with Asphalt; CS = Crack Seal
## District 1 Paving Report
Through June 30, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget: $182,180.00

<table>
<thead>
<tr>
<th>Committed</th>
<th>$65,290.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transferred to account 001-5828-000-261</td>
<td>$116,889.10</td>
</tr>
</tbody>
</table>

### AVAILABLE

| ($0.00) |

---

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

### Projects/Towns-Cities/Other

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>City of Anderson</td>
<td>-</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>11/2/2016</td>
<td>Civic Center</td>
<td>Upgrade roads, landscaping</td>
<td>$119,000.00</td>
<td>$56,306.16</td>
<td>incomplete</td>
</tr>
<tr>
<td></td>
<td>To adjust to what is listed on</td>
<td></td>
<td></td>
<td>$0.81</td>
<td></td>
</tr>
<tr>
<td>1/16/2018</td>
<td>Oak Hill Drive Traffic Control</td>
<td>Radar sign &amp; reflectors</td>
<td>$6,500.00</td>
<td>$3,903.03</td>
<td>incomplete</td>
</tr>
</tbody>
</table>

- **Totals**
  - $125,500.81
  - $60,209.19

### District 1 Paving Plan

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/15/2017</td>
<td>Paving (Pending C-Fund match)</td>
<td>-</td>
<td>$91,663.00</td>
<td>$91,663.00</td>
<td></td>
</tr>
</tbody>
</table>

* Released money so it could be added to money available and transferred into account 001-5828-000-261

- **Totals**
  - $91,663.00
  - $0.00

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of June 30, 2019

Prepared By: Sherry McGraw

Date: July 10, 2019

Certified By: Neil Carney
### FY18-19 Budget includes Carryforward from FY17-18 Budget

<table>
<thead>
<tr>
<th>Project</th>
<th>FY18-19 Budget</th>
<th>Committed</th>
<th>Transferred to account # 001-5828-000-261</th>
<th>AVAILABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$136,990.00</td>
<td>$0.00</td>
<td>$136,990.00</td>
<td>$0.00</td>
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</tbody>
</table>

* FY18-19 Budget includes Carryforward from FY17-18 Budget.

#### District 2 Paving Report
Through June 30, 2019

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

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project Scope</th>
<th>Project Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/15/2017</td>
<td>Paving (Pending C-Fund match)</td>
<td>Grading/Drainage</td>
<td>$61,088.00</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

* Released money so it could be added to money available and transferred into account 001-5828-000-261

**Projects/Cities/Towns/Other**

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project Scope</th>
<th>Project Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>City of Anderson</td>
<td>Grading/Drainage</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

**Totals:**

- Appropriated Amount: $61,088.00
- Total Project Spent To-Date: $0.00

**District 2 Paving Plan**

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project Scope</th>
<th>Project Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/15/2017</td>
<td>Paving (Pending C-Fund match)</td>
<td>Grading/Drainage</td>
<td>$61,088.00</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

* Released money so it could be added to money available and transferred into account 001-5828-000-261

**Totals:**

- Appropriated Amount: $61,088.00
- Total Project Spent To-Date: $0.00

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of June 30, 2019.

Prepared By: Sherry McGraw  
Roads & Bridges  
Date

Certified By: Neil Carney  
Neil Carney  
Date

**Sherry McGraw**  
July 10, 2019

**Neil Carney**  
8/14/14
District 3 Paving Report
Through June 30, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget

<table>
<thead>
<tr>
<th></th>
<th>Appropriated Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Committed</td>
<td>$42,690.00</td>
</tr>
<tr>
<td>Transferred to account #001-5828-000-261</td>
<td>$79,558.54</td>
</tr>
<tr>
<td>AVAILABLE</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

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

Projects/Towns/Cities/Other

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/8/2013</td>
<td>Town of Iva</td>
<td>Grading/Drainage</td>
<td>$45,000.00</td>
<td>$26,352.74</td>
<td>Incomplete</td>
</tr>
<tr>
<td></td>
<td></td>
<td>To adjust to Budget amount</td>
<td>$1.46</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/7/2015</td>
<td>Town of Iva</td>
<td>Grading/Drainage</td>
<td>$16,250.00</td>
<td>$0.00</td>
<td>Incomplete</td>
</tr>
<tr>
<td>7/7/2015</td>
<td>Town of Starr</td>
<td>Grading/Drainage</td>
<td>$8,000.00</td>
<td>$5,999.65</td>
<td>Incomplete</td>
</tr>
<tr>
<td></td>
<td>City of Belton</td>
<td>Grading/Drainage</td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Totals: $69,251.46 $32,352.39

District 3 Paving Plan

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/15/2017</td>
<td>Paving (Pending C-Fund match)</td>
<td></td>
<td>$23,379.00</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

* Released money so it could be added to money available and transferred into account #001-5828-000-261

Totals: $23,379.00 $0.00

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of June 30, 2019

Prepared By: Sherry McGraw Roads and Bridges
Date

Certified By: Neil Carney
Date

Sherry McGraw
July 10, 2019

Neil Carney
July 10, 2019
## FY18-19 Budget

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carryforward from FY17-18 Budget</td>
<td>$120,845.00</td>
</tr>
<tr>
<td>Committed</td>
<td>$12,455.00</td>
</tr>
<tr>
<td>Transferred to account # 001-5828-000-261</td>
<td>$108,388.00</td>
</tr>
<tr>
<td><strong>AVAILABLE</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

## District 4 Paving Report
Through June 30, 2019

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

### Projects/Towns & Cities/Other

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/7/2015</td>
<td>Town of Pendleton</td>
<td>Grading/drainage</td>
<td>$39,500.00</td>
<td>$27,042.90</td>
<td>incomplete</td>
</tr>
</tbody>
</table>

**Totals:** $39,500.00 $27,042.90

### District 4 Paving Plan

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/15/2017</td>
<td>Paving (Pending C-Fund match)</td>
<td></td>
<td>$108,388.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Released money so it could be added to money available and transferred into account 001-5828-000-261

**Totals:** $108,388.00 $0.00

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of June 30, 2019.

Prepared By: Sherry McGraw Roads & Bridges

Certified By: Neil Carney

*Signature*

July 10, 2019

Sherry McGraw

Neil Carney
## District 5 Paving Report
### Through June 30, 2019

<table>
<thead>
<tr>
<th>FY18-19 Budget includes Carryforward from FY17-18 Budget</th>
<th>$196,150.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Committed</td>
<td>$0.00</td>
</tr>
<tr>
<td>Transferred to account = 001-5828-001-261</td>
<td>$196,150.00</td>
</tr>
</tbody>
</table>

**AVAILABLE** $0.00

---

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

### Projects/Towns & Cities/Other

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
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<tr>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Totals:** $0.00 $0.00

### District 5 Paving Plan

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/15/2017</td>
<td>Paving</td>
<td>Pending C-Fund match</td>
<td>$196,148.00</td>
<td>$195,148.00</td>
<td>12/12/18</td>
</tr>
</tbody>
</table>

* Released money so it could be added to money available and transferred into account 001-5828-001-261

* Transferred $1,000.00 less than was needed (plus the $2.00 available). Filed out paperwork 12/12/18 to transfer $1,002.00 to 000.

**Totals:** $196,148.00 $0.00

---

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of June 30, 2019

Prepared By: Sherry McGraw
Roads and Bridges
Date

Certified By: Neil Carney
Date

Sherry McGraw
July 10, 2019

Neil Carney
[Signature]
District 6 Paving Report
Through June 30, 2019

<table>
<thead>
<tr>
<th>FY18-19 Budget includes Carryforward from FY17-18 Budget</th>
<th>$129,570.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Committed</td>
<td>$0.00</td>
</tr>
<tr>
<td>Transferred to account # 001-5828-000-261</td>
<td>$109,570.00</td>
</tr>
<tr>
<td>AVAILABLE</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/07/18</td>
<td>Powdersville-School District One</td>
<td>Paving</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
<td>8/29/2018</td>
</tr>
</tbody>
</table>

Totals: $20,000.00 $20,000.00

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/15/2017</td>
<td>Paving (Pending C-Fund match)</td>
<td></td>
<td>$18,867.00</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

* Released money so it could be added to money available and transferred into account #001-5828-000-261

Totals: $18,867.00 $0.00

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of June 30, 2019

Prepared By: Sherry McGraw
Roads and Bridges
Date

Certified By: Neil Carney
Date
## District 7 Paving Report
Through June 30, 2019

<table>
<thead>
<tr>
<th>FY18-19 Budget includes Carryforward from FY17-18 Budget</th>
<th>$109,045.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Committed</td>
<td>$85,665.00</td>
</tr>
<tr>
<td>Transferred to account #001-5828-000-261</td>
<td>$24,196.31</td>
</tr>
<tr>
<td>AVAILABLE</td>
<td>-$814.77</td>
</tr>
</tbody>
</table>

\[ FDP = \text{Full Depth Patching}; \quad FDR = \text{Full Depth Reclamation}; \quad ST = \text{Single Treat}; \quad FS = \text{Fog Seal}; \quad Pave = \text{Resurface with Asphalt}; \quad CS = \text{Crack Seal} \]

### Projects/Towns/Cities/Other

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/7/2015</td>
<td>Town of Honea Path</td>
<td>Grading/drainage</td>
<td>$48,000.00</td>
<td>$48,000.00</td>
<td>3/21/2017</td>
</tr>
<tr>
<td>10/19/2016</td>
<td>Town of Honea Path</td>
<td>Grading/drainage</td>
<td>$48,000.00</td>
<td>$25,627.46</td>
<td>incomplete</td>
</tr>
<tr>
<td>11/18/2014</td>
<td>Town of Pelzer</td>
<td>Grading/drainage</td>
<td>$5,000.00</td>
<td>$2,812.55</td>
<td>incomplete</td>
</tr>
<tr>
<td>7/7/2015</td>
<td>Town of Pelzer</td>
<td>Grading/drainage</td>
<td>$2,500.00</td>
<td>$0.00</td>
<td>incomplete</td>
</tr>
<tr>
<td>10/19/2016</td>
<td>Town of Pelzer</td>
<td>Grading/drainage</td>
<td>$17,000.00</td>
<td>$0.00</td>
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<tr>
<td></td>
<td>Town of West Pelzer</td>
<td>Grading/drainage</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>10/19/2016</td>
<td>Town of Williamson</td>
<td>Grading/drainage</td>
<td>$52,000.00</td>
<td>$24,579.51</td>
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<tr>
<td></td>
<td><strong>Totals:</strong></td>
<td></td>
<td>$172,500.00</td>
<td>$101,019.52</td>
<td></td>
</tr>
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</table>

### District 7 Paving Plan

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/15/2017</td>
<td>Paving (Pending C-Fund match)</td>
<td></td>
<td>$5,411.00</td>
</tr>
</tbody>
</table>

* Released money, so it could be added to money available and transferred into account 001-5828-000-261

| Totals:       | $5,411.00                 | $0.00                 |

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of June 30, 2019.

Prepared By: Sherry McGraw Roads and Bridges Date

Certified By: Neil Carney Neil Carney Date

Sherry McGraw
July 10, 2019

Neil Carney
July 10, 2019
### Uniform Patrol

<table>
<thead>
<tr>
<th>Description</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Daily Calls for Service</td>
<td>441</td>
</tr>
<tr>
<td>Total Calls for Services</td>
<td>13,677</td>
</tr>
<tr>
<td>Total Number of Incident Reports</td>
<td>1,516</td>
</tr>
<tr>
<td>Total Number of Arrests</td>
<td>418</td>
</tr>
<tr>
<td>Total Number of &quot;Domestic&quot; Incidents</td>
<td>61</td>
</tr>
<tr>
<td>Total Number of &quot;Unlawful Conduct Towards a Child&quot; Reports</td>
<td>4</td>
</tr>
</tbody>
</table>

### Detention Center

<table>
<thead>
<tr>
<th>Description</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Daily Population</td>
<td>409</td>
</tr>
<tr>
<td>Average Daily Population Capacity Percentage</td>
<td>164.0%</td>
</tr>
<tr>
<td>Total Number of Meals Served</td>
<td>40,988</td>
</tr>
<tr>
<td>Litter Crew: Total Miles Cleaned/Cleared</td>
<td>22</td>
</tr>
<tr>
<td>Litter Crew: Total Number of Trash Bags Processed</td>
<td>848</td>
</tr>
<tr>
<td>Litter Crew: Total Number of Tires Removed</td>
<td>76</td>
</tr>
</tbody>
</table>

### Communications Center

<table>
<thead>
<tr>
<th>Description</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Daily Calls for Service</td>
<td>1,049</td>
</tr>
<tr>
<td>Total Calls for Assistance</td>
<td>32,533</td>
</tr>
</tbody>
</table>

### Animal Control

<table>
<thead>
<tr>
<th>Description</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Daily Calls for Service</td>
<td>23</td>
</tr>
<tr>
<td>Total Calls for Service</td>
<td>710</td>
</tr>
<tr>
<td>Total Number of Animals Collected/Transported</td>
<td>205</td>
</tr>
<tr>
<td>Total Number of State Tickets/Arrest Warrants</td>
<td>23</td>
</tr>
<tr>
<td>Total Number of County Ordinance Tickets/Warnings Issued</td>
<td>12/151</td>
</tr>
<tr>
<td>Traffic Stops/Reports Written</td>
<td>25/29</td>
</tr>
<tr>
<td>Large Animal Calls</td>
<td>29</td>
</tr>
</tbody>
</table>

### Forensics

<table>
<thead>
<tr>
<th>Description</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Individual Analysis Completed</td>
<td>2,573</td>
</tr>
<tr>
<td>Total Number of Evidence Pieces Collected</td>
<td>957</td>
</tr>
<tr>
<td>Total Number of Evidence Pieces Processed</td>
<td>920</td>
</tr>
<tr>
<td>Total Number of CSI Calls</td>
<td>207</td>
</tr>
<tr>
<td>Total Number of Photos Taken</td>
<td>5,683</td>
</tr>
<tr>
<td>Total Number of Finger Prints Collected</td>
<td>256</td>
</tr>
</tbody>
</table>

### Records and Judicial Order

<table>
<thead>
<tr>
<th>Description</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Number of Civil Papers Received</td>
<td>1,282</td>
</tr>
<tr>
<td>Total Number of Civil Papers Served</td>
<td>1,078</td>
</tr>
<tr>
<td>Total Number of Warrants Received</td>
<td>470</td>
</tr>
<tr>
<td>Total Number of Warrants Served</td>
<td>323</td>
</tr>
</tbody>
</table>